



Gregory L. Geist
Director

June 16, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Contract 6548-RFP 2022-44 with SLR International Corporation for Environmental Air Quality Engineering Consultancy for the amount of \$191,050.00 through June 30, 2027. WES operating fund. No county general funds are involved. – Procurement

Purpose/Outcome	Approval of Contract 6548-RFP 2022-44 with SLR International Corporation for Environmental Air Quality Engineering Consultancy for the amount of \$191,050 through June 30, 2027. WES operating fund. No county general funds are involved. – <i>Procurement</i>
Dollar Amount and Fiscal Impact	Maximum contract value is \$191,050.00 through June 30, 2027.
Funding Source	WES Operating Funds. No county general funds are involved.
Duration	Contract until June 30, 2027.
Previous Board Action/Review	This item was presented at Issues on June 14, 2022.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This project supports the county strategic plan of ensuring safe, healthy and secure communities. The monitoring of emissions is a key to keeping the air quality stable in this community and WES remaining within permit limitations. 2. This project supports the WES strategic plan for operational optimization by engaging long term contracting and preserving institutional knowledge.
Counsel Review	<ol style="list-style-type: none"> 1. Date of Counsel review: May 24, 2022. 2. Name of County Counsel performing review: Amanda Keller
Procurement Review	Was this project processed through Procurement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Contact Person	Josh Clark, Operations Supervisor, 971-804-5792
Contract No.	6548

BACKGROUND:

WES has contracted Environmental Engineering and Consulting Services for many years to help with calculating air quality monthly emissions, assist in calculations and help prepare annual emissions reports for our three facility Air Contaminant Discharge Permits, renewing said permits and helped with applications for new or replacement equipment. This role has also been directly involved in consultations related to the ever changing DEQ /EPA Air Quality discharge permitting. Including at times reviewing proposed legislative changes and provide comments on the potential implications / affects to our facilities, equipment and permits. This has, at times

been accomplished by two simultaneous contracts, with one vendor. Most times for short durations. Going forward we propose to have one all-inclusive long term contract as these are specialized services and require historical knowledge of both regulations and our facilities.

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS and LCRB Rules on April 12, 2022, Through RFP 2022-44. Proposals were publicly opened on April 26, 2022. The County received one (1) Proposal in response to the RFP. After review of the Proposals, contracting with SLR International Corporation was determined to be in the best interest of the county based upon the scoring criteria outlined in RFP 2022-44.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services approve contract 6548-RFP 2022-44 with SLR International Corporation for Environmental Air Quality Engineering Consultancy for the amount of \$191,050 through June 30, 2027.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist", with a long horizontal flourish extending to the right.

Greg Geist
Director, WES

PROCUREMENT



RECORDING MEMO

New Agreement/Contract

Amendment/Change/Extension

Other: _____

Originating County Department: _____

Purchasing for: _____

Other party to contract/agreement: _____

Title from Business Meeting Agenda:

After recording please return to:

Clerk to the Board please complete below this line after Board approval _____

Board Agenda Date: _____

Agenda Item Number: _____



**WATER ENVIRONMENT SERVICES
PERSONAL SERVICES CONTRACT
Contract #6548**

This Personal Services Contract (this “Contract”) is entered into between **SLR International Corporation** (“Contractor”), and Water Environment Services, a political subdivision of the State of Oregon (“District”).

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2027**.
- 2. Scope of Work.** Contractor shall provide the following personal services: **Environmental Air Quality Engineering Consultant** (“Work”), further described in Clackamas County RFP 2022-44 attached and incorporated by reference herein as **Exhibit A**.
- 3. Consideration.** The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed **One Hundred Ninety-One Thousand Fifty Dollars (\$191,050.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Contractor’s Proposal attached and incorporated by reference as **Exhibit B**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the District’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the District will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
Invoices shall reference the above Contract Number and be submitted to: WES-Payables@clackamas.us
- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A and Exhibit B.

7. Contractor and District Contacts.

Contractor	District
Administrator: Laurel Peterson Phone: 503-931-0581 Email: lpeterson@slrconsulting.com	Administrator: Joshua Clark Phone: 503-794-8046 Email: JClark2@clackamas.us

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the District in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

7. RESPONSIBILITY FOR DAMAGES; INDEMNITY. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor’s acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of District or Clackamas County (“County”), purport to act as legal representative of District or County, or settle any claim on behalf of District or County, without the approval of the Clackamas County Counsel’s Office. District or County may assume their own defense and settlement at their election and expense.

8. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor’s performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

9. INSURANCE. Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirements outlined below do not in any way limit the amount or scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the District and Clackamas County as an additional insureds on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers’ compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it. Any obligation that District agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to District, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during District's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, District shall have no rights in any pre-existing Contractor intellectual property provided to District by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for District use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to District that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in accordance with the standard of professional skill and care required for work of similar size, location, scope, and complexity, during the time in which the Work is performed. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and District shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the District.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 29, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the District's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

15. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

16. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the District, which shall be granted or denied in the District's sole discretion. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16, and 27 as if the subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

18. TAX COMPLIANCE CERTIFICATION. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

19. TERMINATIONS. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the District (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the District fails to receive funding, appropriations, or other expenditure authority as solely determined by the District; or (B) if contractor breaches any Contract provision or is declared insolvent, District may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the District, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to District all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research, objects or other tangible things needed to complete the Work

20. REMEDIES. If terminated by the District due to a breach by the Contractor, then the District shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the District, less any setoff to which the District is entitled.

21. NO THIRD-PARTY BENEFICIARIES. District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither District nor Contractor shall be held responsible for delay or default caused by events outside the District or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling District to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the District is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the District is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the District provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the District with such Key Person's services unless the District provides prior written consent to such reassignment or transfer.

29. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

SLR International Corporation

Water Environment Services

Peter C. Schwarz

Authorized Signature

Date

Chair

Date

Name / Title (Printed)

Recording Secretary

055287-99
Oregon Business Registry #

APPROVED AS TO FORM

FBC/WA
Entity Type / State of Formation

Amanda Kelly

County Counsel

6/6/22

Date

EXHIBIT A
RFP 2022-44
ENVIRONMENTAL AIR QUALITY ENGINEERING CONSULTANT



REQUEST FOR PROPOSALS #2022-44

FOR

Environmental Air Quality Engineering Consultant

BOARD OF COUNTY COMMISSIONERS

TOOTIE SMITH, Chair
SONYA FISCHER, Commissioner
PAUL SAVAS, Commissioner
MARK SHULL, Commissioner
MARTHA SCHRADER, Commissioner

Gary Schmidt
County Administrator

Thomas Candelario
Contract Analyst

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: **April 26, 2022**

TIME: **2:00 PM, Pacific Time**

PLACE: **Procurement@clackamas.us**

SCHEDULE

Request for Proposals Issued.....	April 12, 2022
Protest of Specifications Deadline.....	April 18, 2022, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	April 20, 2022, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	April 26, 2022, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	May 2022

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County Water Environment Services (“WES”), through its Board of County Commissioners, will receive sealed Proposals per specifications until **2:00 PM, April 26, 2022** (“Closing”), to provide **Environmental Air Quality Engineering Consultant Services**. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the consultant to begin work in May of 2022

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No. S-C01010-00002794.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys. Sealed Proposals are to be emailed to Clackamas County Procurement Services at procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Thomas Candelario, tcandelario@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by email, hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the

protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.28 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County is seeking Proposals from vendors to provide Environmental Air Quality Engineering Consultant Services.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

WES has contracted Environmental engineering and consulting services for many years to help with calculating monthly emissions, assist in calculations and help prepare annual emissions reports for our three facility Air Contaminant Discharge Permits.

This role has also been directly involved in consultations related to the ever changing Department of Environmental Quality (DEQ) / Environmental Protection Agency (EPA) Air Quality discharge permitting. Including at times reviewing proposed legislative changes and provide comments on the potential implications / affects to our facilities, equipment and permits.

This has, at times been accomplished by two simultaneous contracts, with one vendor. Most times for short durations.

Going forward we propose to have one all-inclusive long term contract as these are specialized services and require historical knowledge of both regulations and our facilities.

3.3. SCOPE OF WORK

3.3.1. Scope:

Tasks 1 and 2: Annual Reporting and Monthly Compliance – Kellogg Creek, Tri-City, and Intertie
To update the emission calculation spreadsheets on a monthly basis to calculate facility emissions as required by each facility's Air Contaminant Discharge Permit using digester gas and kilowatt-hour meter reading data, the natural gas monthly therms used, and million gallons of influent flow. These data are provided by a contact at each facility through email. PGE emails a monthly report of operational data for the DSG engines located at Tri-City and Kellogg Creek. These data are used to calculate diesel engine emissions in the spreadsheet.

The vendor will prepare the Oregon Department of Environmental Quality (DEQ) annual reports or each calendar year for three facilities:

- The diesel-fired engine generator located at the Clackamas Water Environment Services Intertie 2 Pump Station. Under the general Air Contaminant Discharge Permit (ACDP) #AQGP-018 two copies of an annual report must be submitted to DEQ by February 15th.
- The Kellogg Creek WRRF. Under ACDP 03-0010 two copies of an annual report must be submitted to DEQ by February 15th. Electronic EPA periodic report, submitted through CEDRI, related to non-emergency runs for the DSG engine due annually by March 31st

- The Tri-City WRRF. Under ACDP 03-0011 two copies of an annual report must be submitted to DEQ by February 15th.

Vendor staff will review the data provided by the Districts and PGE to prepare the annual report for submittal to DEQ using form AQGP-R18 for the Intertie 2 Pump Station, if the General Permit is still effective for Intertie 2 Pump Station.

If an ACDP is issued for Intertie 2 Pump Station, vendor staff will prepare the annual report for submittal to DEQ that contains the required information.

Vendor staff will use the monthly calculations spreadsheet based on data provided by the Districts and PGE to prepare the annual reports for Tri-City and Kellogg Creek in a letter format. A log of any air quality complaints, including odor complaints, will be included in the reports if any complaints were received in the year.

Electronic draft report copies will be provided to the Districts for review, signatures, and submission to DEQ.

Task 3: Air Permitting – Kellogg Creek, Tri-City, and Intertie

The digester gas-fired engine generator at Tri-City WPCP has been replaced. Chosen vendor will outline the air quality permitting requirements. Oregon DEQ is in the process of renewing the Tri-City ACDP and the Kellogg Creek ACDP. The General ACDP for Intertie expires 8/1/2021. DEQ may choose to move Intertie from a General Permit to a Simple ACDP.

Work includes, but is not limited to:

- Reviewing draft ACDPs and associated review reports
- Preparing comments on the draft ACDPs and associated review reports, as needed
- Outlining permitting requirements once the new ACDPs are issued by DEQ

Task 4: On Call Air Quality Support

Vendor will provide additional air quality support as needed. Work includes, but is not limited to:

- Routine DEQ reports such as annual reports for air permitting, toxics, etc.
- Non-routine agency reporting such as information requests from DEQ or EPA
- RMP compliance assistance for Clackamas Water Environment Services including audits and RMP renewals.
- Preparation of permit applications for construction or replacement of equipment
- Other Air Permit modification application requests.
- Review of new regulations to determine applicability to Clackamas Water Environment Services operations or specific equipment and to provide comments as necessary.
- Strategic analysis of scenarios for potential future equipment, such as calculations or air permitting triggers.
- Response to various agency requests, as needed.
- Vendor will be available to answer air quality-related questions from Districts' staff. Vendor will also inform Districts' staff about emerging regulatory or other air quality issues occurring at a state or federal level, which may have implications for Districts' operations.

Task 5: Air Toxics Inventories – Kellogg Creek and Tri-City

Vendor will prepare future air toxics emissions inventory, as requested by the Oregon Department of Environmental Quality (ODEQ) under OAR 340-245-0040(2) for Tri-City and Kellogg Creek. This task will include the following:

- Review the previous air toxics emissions inventory submitted to ODEQ
- Obtain and review the ODEQ version of the previous air toxics emissions inventory
- Compare and discuss the two versions of the previous air toxic emissions inventory
- Develop the future air toxics emissions inventory based on inventory discussions and updated guidance from DEQ. The following information will be updated:

- Toxic emissions units (TEUs)
- Annual production activities and fuel usages
- Toxic air contaminants by TEU
- Emission factors and associated reference
- Annual material usage, waste shipped offsite (if applicable)
- Safety Data Sheets information
- Control devices and associated efficiencies
- Calculation methodology (Cleaner Air Oregon regulations, ODEQ guidance, etc.)

Budget:

The County has an estimated project total of \$430,000, over the life of this contract, which is currently estimate to be 10 years. Firms shall provide competitive rates with an estimated not-to-exceed total. The proposed not-to-exceed price will be a factor in vendor selection.

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2027**, with the option for one (1) additional five (5) year renewal thereafter subject to the mutual agreement of the parties.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 28 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements
- Article II, Paragraph 30 – Key Persons
- Article II, Paragraph 31 – Cooperative Contracting
- Article II, Paragraph 32 – Federal Contracting Requirements
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

- Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer’s General Background and Qualifications	0-20
Prior Experience	0-20
Scope of Work	0-40
Fees	0-20
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals must be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal.

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposal may not exceed a total of **25 pages** (single-sided), inclusive of all exhibits, attachments or other information.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

- Please provide examples of data accumulation and calculations spreadsheets for monthly and annual ACDP's (Air Contaminant Discharge Permit) reports.
- Please describe your experiences working with both Simple and General ACDP's specifically for Water or Wastewater municipalities.
- Do you routinely attend or research regulatory, (either EPA or DEQ) meetings, proposals and updates to be prepared for potential regulatory changes.
- Please describe your experience with relation to PGE's DSG, (Dispatchable Standby Generation) program and it's impacts on ACDP's.

5.4. Fees

Fees should be on a time and material with a not to exceed amount. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. List the not-to-exceed amount you propose for the service. If time and material basis – Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.

5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-

term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2022-44

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: _____ Date: _____

Signature: _____ Title: _____

Email: _____ Telephone: _____

Oregon Business Registry Number: _____ OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____

**EXHIBIT A
CONTRACTOR'S PROPOSAL**

RESPONSE TO REQUEST FOR PROPOSAL FOR

Environmental Air Quality Engineering Consultant

Prepared for:

Clackamas County
Water Environmental Services

Client RFP Number: 2022-44

SLR Ref: U00.14711.000PP

April 2022



April 26, 2022

SENT VIA EMAIL

Mr. Thomas Candelario
Clackamas County Procurement Services
procurement@clackamas.us

Email: tcandelario@clackamas.us

Re: Proposal for Environmental Air Quality Engineering Consultant Services

Dear Mr. Candelario,

SLR International Corporation (SLR) is pleased to present Clackamas County with this proposal to provide environmental air quality engineering consulting services to Water Environmental Services (WES).

SLR has a world-class air quality team with significant experience in the Pacific Northwest. Since 2010, SLR has provided WES with air quality support. Through our depth of expertise in air quality regulations and historical knowledge, we are well prepared to successfully deliver the requested scope of work. We believe the capabilities of our project team will continue to make SLR a valuable partner for WES.

Please contact us if you have any questions or would like any additional information.

Sincerely,

SLR International Corporation



Laurel Peterson

Principal Engineer

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APPENDICES

- Appendix A Proposal Certification
- Appendix B Resume – Key Personnel
- Appendix C Monthly Emission Calculations and Annual Reports

1.0 General Background & Qualifications

1.1 Description of SLR

SLR International Corporation (SLR) is an international environmental consulting and engineering firm. For the past twenty years, SLR has been known for providing clients with cutting-edge, creative business solutions. Our multidisciplinary consultancy provides worldwide expertise in both environmental sciences and engineering from our network of offices in the United States, Canada, Europe, Asia-Pacific, and Africa. We are focused on delivering superior technical services to our clients in order to add value, reduce environmental uncertainties, and minimize environmental-related expenditures.

SLR serves a wide range of industries and institutions. Clients include oil and gas exploration operations, wood products manufacturers, pulp and paper mills, specialty metals manufacturers, ports and municipalities, utility corporations, attorneys, commercial real estate developers, and capital investment groups. Our service areas include:

- Air quality monitoring and permitting
- Acoustic and noise control services
- Advisory
- Carbon management services
- Climate change and sustainability
- Dispersion modeling
- Ecological risk assessments
- Environmental due diligence
- Environmental investigation and remediation
- Environmental litigation support
- Environmental management systems
- Financial Services
- Industrial compliance
- Industrial stormwater treatment
- Industrial wastewater permitting and treatment
- Integrated water and wastewater
- Landfill hydrology and solid waste
- Mergers / acquisitions / divestitures
- Oil spill response and contingency planning
- Site remediation and restoration/closure
- Stormwater permitting and compliance
- Toxicology and risk assessment
- Waste management services
- Water quality monitoring

Our professionals maintain registrations as professional engineers, geologists, hydrogeologists, and environmental assessors, as well as numerous professional affiliations with organizations such as Air and Waste Management Association (A&WMA), ASTM International, the Environmental Bankers Association, Society for Risk Analysis (SRA), Society of Environmental Toxicology and Chemistry (SETAC), Association of Groundwater Scientists and Engineers, Northwest Environmental Business Council (NEBC), Oregon Business and Industry (OBI), National Groundwater Association, and the Geological Society of America.

SLR has an outstanding team and has continued to focus on evolving and adding new expertise and skills to the business. Our experts have chosen to join SLR to be part of and help enhance our very strong ‘one team’ culture.

More information about SLR’s global expertise can be found at www.slrconsulting.com.

In the United States, SLR has over 430 employees located in 41 offices. Our team of professionals represents a diverse range of technical and environmental capabilities, including engineers, environmental scientists, geologists, hydrogeologists, and toxicologists.



1.2 Credentials/Experience of Key Individual Assigned to the Project

SLR has a robust team of air quality and risk assessment staff. Our team is comprised of air quality scientists and engineers, modelers, and toxicologists who have experience navigating the EPA and Oregon Department of Environmental Quality (DEQ) regulations. The SLR team has an in-depth knowledge of the Oregon DEQ air quality program and understands the changing landscaping of rulemaking. Pursuant to the terms of reference outlined in the RFP, SLR proposes the key individual for the project be Laurel Peterson to achieve the deliverables and meet the expectations of WES. A copy of the key personnel resume is provided in Appendix B.

Laurel Peterson | Portland, Oregon

Role: Project Manager and Key Personnel

● Principal Engineer

Ms. Peterson has over 18 years of experience in air quality services, regulatory compliance, air permitting, and project management. Services include developing the technical basis and strategy for air quality permit application processes, regulatory applicability analysis, impact analyses for new projects or facility upgrades, emission inventories, air toxic emissions calculations, greenhouse gas emissions reporting, and BACT analysis. She has managed a number of greenfield projects that have included PSD permits, Title V operating permits, and minor permits, along with managing RR9, EA, and EIS studies. Ms. Peterson has managed the preparation and submission of Notice of Intent to Construct, Air Contaminant Discharge Permits, Title V Operating Permits for multiple facilities across Oregon. Additionally, she has managed routine compliance, recordkeeping, annual reporting. Ms. Peterson specializes in managing large, complex air quality projects for her clients and is currently the project manager for the air quality support for the Clackamas Water Environmental Services.

1.3 Similar Services to Public Entities of Similar Size (past 5 years)

SLR provides air quality permitting and compliance support to different clients. Air quality support provided includes Air Contaminant Discharge Permit (ACDP) support: reviewing monthly ACDP data, conducting monthly emission calculations, preparing annual ACDP reports, and preparing annual GHG emission calculations to determine non-applicability with GHG reporting requirements. SLR provided air quality support for dispatchable standby generator (DSG) project for multiple public entities including preparing applicability determinations for DSG engines, preparing annual ACDP reports, and preparing EPA emergency DSG report. SLR has been involved with air quality permitting from preparing ACDP renewal applications, providing technical support in discussions with Oregon DEQ, reviewing draft ACDP and associated review reports, preparing comments on draft ACDP and associated review reports, providing new permitting requirements when new ACDP are issued by Oregon DEQ and air quality training on the new permits. SLR provided strategic analysis for potential future equipment scenarios and updates on Oregon DEQ proposed rulemaking and impacts to the facilities.

1.4 SLR's Ability to Meet Scope of Work

SLR has a proven track record meeting the needs, deliverables, and deadlines for clients. SLR is well prepared with staff in each appropriate skill set and experience level to deliver the scope of work cost effectively. SLR stays up to date with regulatory changes and currently has a good working relationship with Clackamas Water Environmental Services.

SLR prepared the ACDP modification application for the new digester gas-fired engine at Tri-City. Oregon DEQ chose to administratively amend the permit to include the new engine emission factors into the permit, as opposed to issuing a full new ACDP. Similarly, for Kellogg Creek, SLR prepared the ACDP renewal application calculations, but the new ACDP has not yet been issued. SLR has the historical knowledge for reviewing the new ACDPs.

1.5 The SLR Advantage

SLR provides our clients with superior solutions to their environmental challenges. SLR is working with industry providing support for air quality projects. Through our depth of expertise in Oregon air quality regulations and with experienced staff in each appropriate skill set and level, allows SLR to successfully deliver the scope of work. We believe the capabilities of our project team will make SLR a valuable partner to WES. Our extensive experience providing WES with air quality support, distinguishes SLR from other firms and enables us to deliver the project needs both comprehensively and efficiently. The experience of our project staff with air quality issues provides WES with a team ready to move forward without delay or learning curve. This combined with our internal processes will serve to maximize our efficiency and effectiveness in delivering exceptional quality while reducing delivery time and overall costs.

2.0 Scope of Work

2.1 Tasks 1 & 2 Annual Reporting & Monthly Compliance

SLR will update the emission calculation spreadsheets on a monthly basis to calculate facility emissions as required by each facility's Air Contaminant Discharge Permit using digester gas and kilowatt-hour meter reading data, the natural gas monthly therms used, and million gallons of influent flow. The data will be provided by a contact at each facility through email. PGE provides operational data for the DSG engines located at Tri-City and Kellogg Creek, which will be provided to SLR. The PGE data will be used to calculate diesel engine emissions in the spreadsheet.

SLR will prepare the Oregon DEQ annual reports for each calendar year for the three facilities:

- Intertie 2 Pump Station (Intertie). The diesel-fired engine generator located at the Clackamas Water Environment Services Intertie 2 Pump Station. Under the General ACDP AQGP-018 two copies of an annual report must be submitted to Oregon DEQ by February 15th.
- Kellogg Creek. Under ACDP 03-0010 two copies of an annual report must be submitted to Oregon DEQ by February 15th. Electronic EPA periodic report, submitted through CEDRI, related to non-emergency runs for the DSG engine due annually by March 31st.
- Tri-City. Under ACDP 03-0011 two copies of an annual report must be submitted to Oregon DEQ by March 15th. Please note that all other annual ACDP reports are due to Oregon DEQ by February 15th and while not required under ACDP 03-0011, Tri-City has historically submitted the annual ACDP report by February 15th.

SLR staff will review the data provided by the facility and PGE to prepare the annual report for submittal to Oregon DEQ using form AQGP-R18 for the Intertie 2 Pump Station, if the General Permit is still effective for Intertie 2 Pump Station. If a new General ACDP or a Simple ACDP is issued for Intertie 2 Pump Station, SLR staff will prepare the annual report for submittal to Oregon DEQ that contains the required information.

SLR staff will use the monthly calculations spreadsheet based on data provided by the facilities and PGE to prepare the annual reports for Tri-City and Kellogg Creek in a letter format. A log of any air quality complaints, including odor complaints, will be included in the reports if any complaints were received in the year. Electronic draft report copies will be provided to the facilities for review, signatures, and submission to Oregon DEQ.

2.2 Task 3 Air Permitting – Kellogg Creek, Tri-City, and Intertie

The digester gas-fired engine generator at Tri-City was replaced with a new digester-gas fired engine generator. SLR will outline the air quality permitting requirements. Oregon DEQ is in the process of renewing the Tri-City ACDP and the Kellogg Creek ACDP. The General ACDP for Intertie expired August 1, 2021. Oregon DEQ may choose to move Intertie to a new General ACDP or to a Simple ACDP. SLR permitting support will include the following:

- Reviewing draft ACDPs and associated review reports.
- Preparing comments on the draft ACDPs and associated review reports, as needed.
- Outlining permitting requirements once the new ACDPs are issued by Oregon DEQ.

2.3 Task 4 On-Call Air Quality Support

SLR will provide additional air quality support as needed. Work includes, but is not limited to:

- Routine Oregon DEQ reports such as annual reports for air permitting, toxics, etc.
- Non-routine agency reporting such as information requests from Oregon DEQ or EPA.
- RMP compliance assistance for Clackamas Water Environment Services including audits and RMP renewals. Please note that Tri-City was applicable to the RMP Rule, gaseous chlorine used for water disinfection triggered applicability. The gaseous chlorine was removed and replaced with sodium hypochlorite and the facility was de-registered for RMP. If Tri-City returned to using gaseous chlorine in the future, Tri-City may trigger applicability of the RMP rule.
- Preparation of permit applications for construction or replacement of equipment.
- Other Air Permit modification application requests.
- Review of new regulations to determine applicability to Clackamas Water Environment Services operations or specific equipment and to provide comments as necessary.
- Strategic analysis of scenarios for potential future equipment, such as calculations or air permitting triggers.
- Response to various agency requests, as needed.
- SLR will be available to answer air quality-related questions from facility staff. SLR will also inform staff about emerging regulatory or other air quality issues occurring at a state or federal level, which may have implications for facility operations.

2.4 Task 5 Air Toxics Inventories – Kellogg Creek and Tri-City

SLR will prepare future air toxics emissions inventory, as requested by the Oregon DEQ under Oregon Administrative Rule (OAR) 340-245-0040(2) for Tri-City and Kellogg Creek. The upcoming air toxics emissions inventories reporting years are 2023 and 2026, with inventories due in 2024 and 2027. This task will include the following:

- Review the previous air toxics emissions inventory submitted to Oregon DEQ.

- Obtain and review the Oregon DEQ version of the previous air toxics emissions inventory.
- Compare and discuss the two versions of the previous air toxic emissions inventory.
- Develop the future air toxics emissions inventory based on inventory discussions and updated guidance from Oregon DEQ. The following information will be updated:
 - Toxic emissions units (TEUs);
 - Annual production activities and fuel usages;
 - Toxic air contaminants by TEU;
 - Emission factors and associated reference;
 - Annual material usage, waste shipped offsite (if applicable);
 - Safety Data Sheets information;
 - Control devices and associated efficiencies; and
 - Calculation methodology (Cleaner Air Oregon regulations, Oregon DEQ guidance, etc.).

2.5 Monthly Emission Calculations and Annual Reports

SLR provides monthly data processing and emission calculations for many clients. Data is received monthly from the facilities. SLR first completes a data review, following up with the facility when necessary. After data review is complete, the monthly calculations are completed using robust Excel files. The Excel files are setup with summary data tables that then feed into the annual report. Please see examples of monthly emission calculations spreadsheets and annual ACDP report in Appendix C.

2.6 Work Experience with Water or Wastewater Municipalities

Since 2010, SLR has provided WES with air quality support. SLR has developed standardized workflow procedures which enable us to deliver results that are both comprehensive and efficient. SLR provides an experienced project team ready without delay or learning curve. Air quality support provided to WES has included the following items.

- Reviewing monthly ACDP data,
- Conducting monthly emission calculations,
- Preparing annual ACDP reports,
- Preparing EPA emergency DSG report,
- Preparing annual GHG emission calculations to determine non-applicability with GHG reporting requirements,
- Preparing ACDP renewal applications,
- Reviewing draft ACDP and associated review reports,
- Preparing comments on draft ACDP and associated review reports,
- Providing new permitting requirements when new ACDP are issued by Oregon DEQ,
- Providing federal engine requirements,
- Providing chemical accident prevention and risk management plans,
- Preparing air toxic emission inventory reports,

- Providing air quality ACDP training to County staff,
- Responding to information requests,
- Preparing Notice of Intent to Construct application for submittal to Oregon DEQ,
- Preparing Permit Modification applications for submittal to Oregon DEQ,
- Providing technical support in discussions with Oregon DEQ,
- Reviewing of new regulations and provide applicability determination,
- Providing strategic analysis for potential future equipment scenarios, and
- Providing updates on DEQ proposed rulemaking and impacts to the facilities.

2.7 Regulatory Updates

The SLR air quality staff have been engaged in the Oregon DEQ rulemaking efforts, participating in Rule Advisory Committee (RAC) meetings, Oregon DEQ workshops, and industry group meetings. We are engaged and reviewing Oregon DEQ latest air program proposed rulemaking. SLR has attended proposed rulemaking for Cleaner Air Oregon, Regional Haze, Greenhouse Gas Reporting, Climate Protection, and Third-Party Verification for Greenhouse Gases. For Cleaner Air Oregon, our modeling staff worked with Oregon DEQ to review and implement their preferred emissions processing approach. We have hosted webinars and in-person workshops, as well as been guest speakers at seminars hosted by other companies and associations. SLR follows the federal register for updates and new proposed federal regulations.

2.8 PGE Dispatchable Standby Generation Experience

SLR has worked with multiple sources permitting DSGs as separate, standalone facilities (General ACDP) and DSGs as additional equipment at facilities under Simple and Standard ACDPs. SLR also works directly with Portland General Electric (PGE) on their DSG program. SLR has been following Oregon DEQ's proposed changes to the General ACDP for Electrical Power Production, advising clients of the impacts of the new proposed permit, and preparing comments on the proposed permit for submittal to Oregon DEQ.

3.0 Fees

Fees associated with the scope of work presented above are on a time and material basis, not to exceed \$191,050. A detailed cost estimate outlining the hourly rate for each labor category is provided in the table below. No reimbursable expenses or travel are anticipated. The fees listed below do not include Oregon DEQ permitting fees.

Water Environmental Services							
Detailed Cost Estimate - Air Quality Support through June 2027							
		Tasks 1 & 2	Task 3	Task 4	Task 5		
Labor Category	Rate	Annual Reporting and Monthly Compliance	Air Permitting	On Call Air Quality Support	Air Toxics Inventories	Total Hours	Total Cost
Principal	\$205.00	90	90	90	40	310	\$63,550
Senior 1	\$180.00	90	90	90	60	330	\$59,400
Project 1	\$130.00	110	65	65	45	285	\$37,050
Staff 2	\$115.00	110	60	60	40	270	\$31,050
Total Hours		400	305	305	185	1,195	
Total Cost		\$61,600	\$50,000	\$50,000	\$29,450		\$191,050



2022 RATE SCHEDULE FOR Water Environmental Services

<u>PROFESSIONAL SERVICES</u>	<u>Hourly Rate</u>
Senior Director	\$280.00
Director	\$250.00
Managing Principal	\$220.00
Principal (Toxicologist, Engineer, Scientist, Geologist, or Hydrogeologist)	\$205.00
Senior 2 (Toxicologist, Engineer, Scientist, Geologist, or Hydrogeologist)	\$190.00
Senior 1 (Toxicologist, Engineer, Scientist, Geologist, or Hydrogeologist)	\$180.00
Associate (Toxicologist, Engineer, Scientist, Geologist, or Hydrogeologist)	\$160.00
Project 2 (Engineer, Scientist, Geologist, or Hydrogeologist)	\$145.00
Project 1 (Engineer, Scientist, Geologist, or Hydrogeologist)	\$130.00
Staff 2 (Engineer, Scientist, Geologist, or Hydrogeologist)	\$115.00
Staff 1 (Engineer, Scientist, Geologist, or Hydrogeologist)	\$105.00
Word Processor/Clerical	\$90.00
<u>OTHER DIRECT CHARGES</u>	<u>Rate</u>
Subcontractors, Vendors, and other Expenses	Actual Cost

4.0 References

- 01 Andrew Bauer
Address: 250 SW Taylor St, Portland, Oregon
Email: Andrew.bauer@nwnatural.com
Phone: 503 610 7060

- 02 Debbie Deetz Silva (newer client, less than 36 months)
Address: 14400 N Rivergate Blvd, Portland, Oregon
Email: Debbie.silva@evrazna.com
Phone: 503 987 6044

- 03 Erika Denman (long term client)
Address: 3700 Centerpoint Dr, Anchorage Alaska
Email: Erika.denman@exxonmobil.com
Phone: 907 564 3612

- 04 Josh Clark (Clackamas County Staff)
Address: 11525 SE McLoughlin Blvd, Milwaukie, Oregon
Email: JClark2@clackamas.us
Phone: 503 794 8046

- 05 Darren Eki (Clackamas County Staff)
Address: 15941 S. Agnes Ave, Oregon City, Oregon
Email: DEki@clackamas.us
Phone: 503 557 2804

Appendix A

PROPOSAL CERTIFICATION

RFP #2022-44

Submitted by: SLR International Corporation, Washington
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: Laurel Peterson Date: April 25, 2022
Signature: *Laurel K Peterson* Title: Principal Engineer
Email: lpeterson@slrconsulting.com Telephone: 503 931 0581
Oregon Business Registry Number: 055287-99 OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____

APPENDIX B
RESUME – KEY PERSONNEL

LAUREL R. PETERSON

Principal Engineer

EDUCATION

- BS, Chemical Engineering, Lafayette College, 2002

EXPERTISE

- Project management of large, complex projects with a team of support staff
- Detailed knowledge of federal and state air regulations
- Air Quality Regulatory Review and Permitting
- Site Audits and Record Review
- Air Quality Auditing
- Emission Inventories
- Air Quality Compliance and Reporting
- Greenhouse Gas Compliance
- Greenhouse Gas Strategic Planning
- Part 68 RMP implementation
- Dispersion Modeling Project Management
- Air Quality Analysis for NEPA

WORK HISTORY

- 2007 to Present
SLR International Corporation

Ms. Peterson is a principal engineer in West Linn, Oregon with over 18 years of experience in air quality services, regulatory compliance, air permitting and project management. Services include air quality audits, records review, developing the technical basis and strategy for air quality permit application processes, regulatory applicability analysis; impact analyses for new projects or facility upgrades; emission inventories; air toxic emissions inventories; greenhouse gas emissions reporting; and Best Available Control Technology (BACT) analysis. Ms. Peterson's permitting experience includes Title V operating permits, Air Discharge Permits, Air Contaminant Discharge Permits, Cleaner Air Oregon, and Notice of Construction. She has managed several greenfield projects that have included Prevention of Significant Deterioration (PSD) permits, Title V operating permits, minor permits, along with managing Resource Reports 9 and the air quality components of Environmental Assessments and environmental Impact Statements. Ms. Peterson specializes in managing large, complex air quality projects for her clients.

SELECTED PROJECT EXPERIENCE

- **Air Permitting and Compliance, Multiple Facilities, Oregon**
Managed the preparation and submission of Notice of Intent to Construct, Air Contaminant Discharge Permits, and Permit Modifications for multiple facilities around Oregon. Project activities include developing emission unit inventories, emission calculations, regulatory applicability, preparing possible permitting scenarios. Managed routine compliance, recordkeeping, and annual reporting. Performed applicability analyses and prepared permit applications. Provided technical support during Agency meetings. Facilities include natural gas utility, water treatment plants, power generation, an airport, and wood product facilities.
- **Confidential Steel Rolling Mill, Title V Operating Permit Renewal, Oregon**
Managed the preparation and submission of a Title V Operating Permit renewal application. Project activities included emission unit inventory, emission calculations, state and federal regulatory determinations.
- **Cleaner Air Oregon, Air Toxic Inventories, Oregon**
Responsible for managing the preparation of air toxic inventories for a wide range of facilities around Oregon. Facilities include steel rolling mill, natural gas utility, water treatment plants, seafood processing, and power generation.
- **Confidential LNG, NEPA Air Quality Analysis, Oregon**
Responsible for preparing the Resource Report 9, addressing air quality, for a LNG facility. Project activities included developing the emission unit inventories, emission calculations, dispersion modeling, and mitigation measures for a new LNG facility.
- **Confidential Steel Rolling Mill, Regional Haze Four Factor Analysis, Oregon**
Responsible for managing and preparing the Regional Haze four factor analysis for a steel rolling mill. Project activities included developing the cost of compliance, time necessary for compliance, energy and non-air environmental impacts, and remaining useful life of the sources.

- **Power Plant Upgrade, Air Quality Permit Applicability, Washington**
Responsible for managing the applicability determinations for a power plant upgrade. Project tasks included PSD applicability, state and federal regulation applicability, and state permitting.
- **University, Title V Operating Permit, Washington**
Managed the preparation of a Title V Operating Permit renewal application. Project activities included emission unit inventory, emission calculations, state and federal regulatory determinations.
- **Plywood Manufacturing Company, Air Discharge Permit, Washington**
Managed the preparation of an application to revise current air discharge permit for a plywood manufacturing company. Project activities included emission calculations to determine if Title V permitting was triggered and developing strategies to remain below Title V permitting thresholds.
- **Confidential Oil and Gas Client, Air Quality Permits, Alaska**
Project manager responsible for air quality planning and permitting process for a natural gas production facility, which included an onsite power plant. Project activities included developing the technical basis and strategy for air quality permit application process including determining the applicability of minor air quality control permits and Prevention of Significant Deterioration (PSD) permits for various power scenarios, including a BACT analysis for various criteria pollutants and greenhouse gases (GHG) and the initial Title V operating permit. Project activities included air quality permit revisions due to final design and completion of construction.
- **Confidential Oil and Gas Client, Air Quality Permits, Alaska**
Responsible for preparing the Title V renewal applications for seven (7) separate facilities. The application included updated emissions inventory, calculations, and regulatory analysis of federal and state regulations.
- **Confidential Oil and Gas Multiple Clients, Air Quality Audits, Alaska**
Project manager responsible for overseeing and performing annual air quality audits at multiple client sites. Project activities include confirming continuous compliance with each permit term and condition. Continuous compliance was determined by onsite audit, interviewing field personnel, and records review.
- **The Pebble Partnership, NEPA Air Quality Analysis, Alaska**
Project manager for the NEPA Air Quality Analysis, which involved preparing technical support documents as requested in support of the NEPA process. Technical support documents addressed a variety of air quality items including power generation, mining activities, ore processing activities, transportation corridors, and incineration. Mobile and stationary emissions inventories were developed for the proposed operation and construction of the mine site, including emission factors, post combustion controls, fugitive dust mitigation measures, and operational limits. Dispersion modeling was conducted to demonstrate modeled compliance with applicable air quality standards and increments, as well as for particulate matter and hazardous air pollutant deposition.
- **Confidential Oil and Gas Client, NEPA Air Quality Analysis, Alaska**
Project manager for the NEPA Air Quality Analysis, which involved preparing an air quality analysis that evaluated a natural gas production facility expansion to a natural gas processing plant. The project team developed the emissions inventories for proposed operations, construction, and drilling. These emissions inventories included emission factors, post combustion controls, and operational limits, for a wide range of oil and gas operations. Tasks included dispersion modeling of the emissions inventories for the proposed operations, drilling, and construction. Review of air quality regulatory applicability for U.S. and state regulations was completed.

MEMBERSHIPS AND ASSOCIATIONS

- Air & Waste Management Association – International Board of Directors (2010-2012), Vice President (2011)
- Oregon Department of Environmental Quality, Air Toxic Science Advisory Committee (2009-2011)

APPENDIX C MONTHLY CALCULATIONS AND ANNUAL REPORTS

Monthly Boiler Emission Calculations

Boiler Digester Gas SO ₂ Emissions			
Month	Digester Gas Consumption	Emission Factor	Emissions (tons/month)
Jan-21	2.08 MMcf	268 lb/MMcf	0.279 tons
Feb-21	1.54 MMcf	268 lb/MMcf	0.206 tons
Mar-21	2.21 MMcf	268 lb/MMcf	0.296 tons
Apr-21	1.46 MMcf	268 lb/MMcf	0.196 tons
May-21	1.49 MMcf	268 lb/MMcf	0.199 tons
Jun-21	1.11 MMcf	268 lb/MMcf	0.149 tons
Jul-21	0.94 MMcf	268 lb/MMcf	0.126 tons
Aug-21	0.59 MMcf	268 lb/MMcf	0.079 tons
Sep-21	0.55 MMcf	268 lb/MMcf	0.074 tons
Oct-21	0.19 MMcf	268 lb/MMcf	0.026 tons
Nov-21	0.42 MMcf	268 lb/MMcf	0.057 tons
Dec-21	1.17 MMcf	268 lb/MMcf	0.156 tons

Boiler Natural Gas SO ₂ Emissions			
Month	Natural Gas Consumption	Emission Factor	Emissions (tons/month)
Jan-21	0.74 MMcf	2.6 lb/MMcf	9.67E-04 tons
Feb-21	0.77 MMcf	2.6 lb/MMcf	9.98E-04 tons
Mar-21	0.45 MMcf	2.6 lb/MMcf	5.80E-04 tons
Apr-21	0.44 MMcf	2.6 lb/MMcf	5.77E-04 tons
May-21	0.19 MMcf	2.6 lb/MMcf	2.50E-04 tons
Jun-21	0.15 MMcf	2.6 lb/MMcf	1.93E-04 tons
Jul-21	0.03 MMcf	2.6 lb/MMcf	4.54E-05 tons
Aug-21	0.02 MMcf	2.6 lb/MMcf	2.78E-05 tons
Sep-21	0.09 MMcf	2.6 lb/MMcf	1.20E-04 tons
Oct-21	0.19 MMcf	2.6 lb/MMcf	2.49E-04 tons
Nov-21	0.39 MMcf	2.6 lb/MMcf	5.11E-04 tons
Dec-21	1.06 MMcf	2.6 lb/MMcf	1.38E-03 tons

Boiler Digester Gas NO _x Emissions			
Month	Digester Gas Consumption	Emission Factor	Emissions (tons/month)
Jan-21	2.08 MMcf	57.7 lb/MMcf	0.060 tons
Feb-21	1.54 MMcf	57.7 lb/MMcf	0.044 tons
Mar-21	2.21 MMcf	57.7 lb/MMcf	0.064 tons
Apr-21	1.46 MMcf	57.7 lb/MMcf	0.042 tons
May-21	1.49 MMcf	57.7 lb/MMcf	0.043 tons
Jun-21	1.11 MMcf	57.7 lb/MMcf	0.032 tons
Jul-21	0.94 MMcf	57.7 lb/MMcf	0.027 tons
Aug-21	0.59 MMcf	57.7 lb/MMcf	0.017 tons
Sep-21	0.55 MMcf	57.7 lb/MMcf	0.016 tons
Oct-21	0.19 MMcf	57.7 lb/MMcf	0.006 tons
Nov-21	0.42 MMcf	57.7 lb/MMcf	0.012 tons
Dec-21	1.17 MMcf	57.7 lb/MMcf	0.034 tons

Boiler Natural Gas NO _x Emissions			
Month	Natural Gas Consumption	Emission Factor	Emissions (tons/month)
Jan-21	0.74 MMcf	100 lb/MMcf	0.037 tons
Feb-21	0.77 MMcf	100 lb/MMcf	0.038 tons
Mar-21	0.45 MMcf	100 lb/MMcf	0.022 tons
Apr-21	0.44 MMcf	100 lb/MMcf	0.022 tons
May-21	0.19 MMcf	100 lb/MMcf	0.010 tons
Jun-21	0.15 MMcf	100 lb/MMcf	0.007 tons
Jul-21	0.03 MMcf	100 lb/MMcf	0.002 tons
Aug-21	0.02 MMcf	100 lb/MMcf	0.001 tons
Sep-21	0.09 MMcf	100 lb/MMcf	0.005 tons
Oct-21	0.19 MMcf	100 lb/MMcf	0.010 tons
Nov-21	0.39 MMcf	100 lb/MMcf	0.020 tons
Dec-21	1.06 MMcf	100 lb/MMcf	0.053 tons

Monthly Boiler Emission Calculations

Boiler Digester Gas CO Emissions			
Month	Digester Gas Consumption	Emission Factor	Emissions (tons/month)
Jan-21	2.08 MMcf	48 lb/MMcf	0.050 tons
Feb-21	1.54 MMcf	48 lb/MMcf	0.037 tons
Mar-21	2.21 MMcf	48 lb/MMcf	0.053 tons
Apr-21	1.46 MMcf	48 lb/MMcf	0.035 tons
May-21	1.49 MMcf	48 lb/MMcf	0.036 tons
Jun-21	1.11 MMcf	48 lb/MMcf	0.027 tons
Jul-21	0.94 MMcf	48 lb/MMcf	0.022 tons
Aug-21	0.59 MMcf	48 lb/MMcf	0.014 tons
Sep-21	0.55 MMcf	48 lb/MMcf	0.013 tons
Oct-21	0.19 MMcf	48 lb/MMcf	0.005 tons
Nov-21	0.42 MMcf	48 lb/MMcf	0.010 tons
Dec-21	1.17 MMcf	48 lb/MMcf	0.028 tons

Boiler Natural Gas CO Emissions			
Month	Natural Gas Consumption	Emission Factor	Emissions (tons/month)
Jan-21	0.74 MMcf	84 lb/MMcf	3.12E-02 tons
Feb-21	0.77 MMcf	84 lb/MMcf	3.23E-02 tons
Mar-21	0.45 MMcf	84 lb/MMcf	1.87E-02 tons
Apr-21	0.44 MMcf	84 lb/MMcf	1.86E-02 tons
May-21	0.19 MMcf	84 lb/MMcf	8.07E-03 tons
Jun-21	0.15 MMcf	84 lb/MMcf	6.22E-03 tons
Jul-21	0.03 MMcf	84 lb/MMcf	1.47E-03 tons
Aug-21	0.02 MMcf	84 lb/MMcf	8.99E-04 tons
Sep-21	0.09 MMcf	84 lb/MMcf	3.88E-03 tons
Oct-21	0.19 MMcf	84 lb/MMcf	8.05E-03 tons
Nov-21	0.39 MMcf	84 lb/MMcf	1.65E-02 tons
Dec-21	1.06 MMcf	84 lb/MMcf	4.46E-02 tons

Boiler Digester Gas VOC Emissions			
Month	Digester Gas Consumption	Emission Factor	Emissions (tons/month)
Jan-21	2.08 MMcf	3.1 lb/MMcf	3.23E-03 tons
Feb-21	1.54 MMcf	3.1 lb/MMcf	2.39E-03 tons
Mar-21	2.21 MMcf	3.1 lb/MMcf	3.42E-03 tons
Apr-21	1.46 MMcf	3.1 lb/MMcf	2.27E-03 tons
May-21	1.49 MMcf	3.1 lb/MMcf	2.31E-03 tons
Jun-21	1.11 MMcf	3.1 lb/MMcf	1.73E-03 tons
Jul-21	0.94 MMcf	3.1 lb/MMcf	1.45E-03 tons
Aug-21	0.59 MMcf	3.1 lb/MMcf	9.19E-04 tons
Sep-21	0.55 MMcf	3.1 lb/MMcf	8.51E-04 tons
Oct-21	0.19 MMcf	3.1 lb/MMcf	2.98E-04 tons
Nov-21	0.42 MMcf	3.1 lb/MMcf	6.55E-04 tons
Dec-21	1.17 MMcf	3.1 lb/MMcf	1.81E-03 tons

Boiler Natural Gas VOC Emissions			
Month	Natural Gas Consumption	Emission Factor	Emissions (tons/month)
Jan-21	0.74 MMcf	5.5 lb/MMcf	2.05E-03 tons
Feb-21	0.77 MMcf	5.5 lb/MMcf	2.11E-03 tons
Mar-21	0.45 MMcf	5.5 lb/MMcf	1.23E-03 tons
Apr-21	0.44 MMcf	5.5 lb/MMcf	1.22E-03 tons
May-21	0.19 MMcf	5.5 lb/MMcf	5.29E-04 tons
Jun-21	0.15 MMcf	5.5 lb/MMcf	4.08E-04 tons
Jul-21	0.03 MMcf	5.5 lb/MMcf	9.60E-05 tons
Aug-21	0.02 MMcf	5.5 lb/MMcf	5.88E-05 tons
Sep-21	0.09 MMcf	5.5 lb/MMcf	2.54E-04 tons
Oct-21	0.19 MMcf	5.5 lb/MMcf	5.27E-04 tons
Nov-21	0.39 MMcf	5.5 lb/MMcf	1.08E-03 tons
Dec-21	1.06 MMcf	5.5 lb/MMcf	2.92E-03 tons

**Simple ACDP Annual Report
Operating Parameters Summary Tables**

Month	Digester Gas Production (MMft ³)	Digester Engine	Flare	Boiler		Diesel Caterpillar Engine 2021 Data		
		Digester Gas Consumption (MMft ³)	Digester Gas Consumption (MMft ³)	Digester Gas Consumption (MMft ³)	Natural Gas Usage (MMft ³)	Hours of Operation (hours/month)	Diesel Use (gallons/month)	Power Production (kW-hrs)
January 2021	7.57	0.00	5.49	2.08	0.74	1.7	176	2,667
February 2021	5.63	0.00	4.09	1.54	0.77	36.1	2,227	28,074
March 2021	6.89	0.00	4.68	2.21	0.45	3.5	239	3,201
April 2021	6.23	0.00	4.77	1.46	0.44	1.1	154	2,356
May 2021	6.25	0.00	4.76	1.49	0.19	1.3	162	2,479
June 2021	5.16	0.00	4.05	1.11	0.15	1.5	184	2,734
July 2021	6.04	0.91	4.20	0.94	0.03	1.2	153	2,327
August 2021	5.93	2.41	2.93	0.59	0.02	4.2	498	7,257
September 2021	6.82	3.97	2.30	0.55	0.09	1.5	181	2,708
October 2021	6.11	5.50	0.42	0.19	0.19	1.1	154	2,384
November 2021	5.44	4.28	0.73	0.42	0.39	1.2	157	2,463
December 2021	6.05	2.80	2.08	1.17	1.06	3.4	379	5,797
2021 Total	74.13	19.9	40.5	13.8	4.54	57.8	4,664	64,447

February 10, 2022

Department of Environmental Quality
Northwest Region
700 NE Multnomah Street, Suite 600
Portland, OR 97201

RE: 2021 Annual Report for the [REDACTED],
Permit No. [REDACTED]

To Whom It May Concern:

This letter contains the 2021 information required to be reported by March 15th annually by our Air Contaminant Discharge Permit.

a. Operating Parameters.

Month	Digester Gas Production (MMft ³)	Digester Gas Consumption by Engine (MMft ³)	Digester Gas Consumption by Flare (MMft ³)	Digester Gas Consumption by Boiler (MMft ³)	Natural Gas Usage in Boiler (MMft ³)	Power Production (kW-hrs)
Jan	7.57	0.00	5.49	2.08	0.74	0
Feb	5.63	0.00	4.09	1.54	0.77	0
Mar	6.89	0.00	4.68	2.21	0.45	0
Apr	6.23	0.00	4.77	1.46	0.44	0
May	6.25	0.00	4.76	1.49	0.19	0
Jun	5.16	0.00	4.05	1.11	0.15	0
Jul	6.04	0.91	4.20	0.94	0.03	84,340
Aug	5.93	2.41	2.93	0.59	0.02	208,330
Sep	6.82	3.97	2.30	0.55	0.09	429,310
Oct	6.11	5.50	0.42	0.19	0.19	755,870
Nov	5.44	4.28	0.73	0.42	0.39	243,260
Dec	6.05	2.80	2.08	1.17	1.06	157,690
Annual Total:	74.1	19.9	40.5	13.8	4.54	1,878,800

Diesel Caterpillar Engine 2021 Data			
Month	Hours of Operation (hours/month)	Diesel Use (gallons/month)	Power Production (kW-hrs)
January	1.7	176	2,667
February	36.1	2,227	28,074
March	3.5	239	3,201
April	1.1	154	2,356
May	1.3	162	2,479
June	1.5	184	2,734
July	1.2	153	2,327
August	4.2	498	7,257
September	1.5	181	2,708
October	1.1	154	2,384
November	1.2	157	2,463
December	3.4	379	5,797
Annual Total:	57.8	4,664	64,447

- b. Monthly records of emissions, including 12-month rolling totals, for NO_x, CO, VOC and SO₂.

2021 Monthly Emissions	CO Emissions (tons/month)	NO_x Emissions (tons/month)	VOC Emissions (tons/month)	SO₂ Emissions (tons/month)
January	0.7	0.3	0.2	1.0
February	0.6	1.0	0.2	0.8
March	0.6	0.3	0.2	0.9
April	0.6	0.2	0.2	0.8
May	0.6	0.2	0.2	0.8
June	0.5	0.5	0.4	0.7
July	1.4	0.7	0.4	0.8
August	1.6	0.9	0.5	0.8
September	2.1	1.3	0.7	0.9
October	3.2	1.1	0.5	0.8
November	2.7	0.8	0.4	0.7
December	2.0	0.2	0.1	0.8

12-month Rolling Total Emissions	CO Emissions (tons/12 mo.)	NO _x Emissions (tons/12 mo.)	VOC Emissions (tons/12 mo.)	SO ₂ Emissions (tons/12 mo.)
Feb. 2020-Jan. 2021	11	6	4	6
Mar. 2020-Feb. 2021	11	7	3	7
Apr. 2020-Mar. 2021	10	6	3	7
May 2020-Apr. 2021	10	6	3	8
June 2020-May 2021	9	5	3	8
July 2020-June 2021	9	5	3	8
Aug. 2020-July 2021	9	5	3	9
Sept. 2020-Aug. 2021	9	5	3	9
Oct. 2020-Sept. 2021	11	6	4	9
Nov. 2020-Oct. 2021	13	7	4	10
Dec. 2020-Nov. 2021	15	7	4	10
Jan. 2021-Dec. 2021	17	7	4	10
PSEL (tons/yr.):	99	39	39	39

- c. Records for all planned and unplanned excess emissions events.
No excess emissions events occurred during 2021.
- d. Summary of air quality related complaints received by permittee.
Odor complaints that were received in 2021 are listed in Attachment 1. [REDACTED] works with the community to resolve odor issues by logging, investigating, and calling the complainant back with information on the reason for an odor, and if possible, resolution.
- e. List permanent changes made in plant process, production levels, and pollution control equipment which affected air contaminant emissions.
Installation and operation of the replacement [REDACTED] occurred in [REDACTED] 2021 as part of the Type 2 Notice of Intent to Construct (NOC). The NOC was submitted to the Oregon DEQ in September 2018. The permit modification application was submitted to DEQ September 2020 and DEQ issued permit addendum number 3 on March 9, 2021.

The data contained in this report are accurate and complete to the best of our knowledge.

Sincerely,

[REDACTED]