



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

August 15, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Personal Services Contract with GSI Water Solutions, Inc., for on-call land use hydrogeological consulting. Total value is \$150,000 for five years. Funding is through permitting revenue. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Request for Consent: 08-13-24		
<b>Performance Clackamas</b>	Ensure safe, healthy, and secure communities Build public trust through good government		
<b>Counsel Review</b>	Yes – signed contract document	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Jennifer Hughes	<b>Contact Phone</b>	503-742-4518

**EXECUTIVE SUMMARY:** In 2010, the Board of County Commissioners adopted land use regulations pursuant to Zoning and Development Ordinance Section 1006, which require applicants for certain developments in state-designated sensitive groundwater areas to submit a hydrogeologic review report. The regulations further require that the report be peer-reviewed by a professional of the county's choosing.

**PROCUREMENT PROCESS:**

With the current contract for hydrogeological consulting services expiring on September 30, 2024, DTD staff worked with County Procurement to issue a request for proposals (RFP) for hydrogeological consulting services. The RFP was advertised in accordance with ORS and LCRB Rules on May 9, 2024. Proposals were received on June 6, 2024. The County received two proposals. An evaluation committee of

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DTD personnel evaluated the proposals. The evaluation committee scored the proposals and Groundwater Solutions, Inc. dba GSI Water Solutions, Inc. received the highest score.

**RECOMMENDATION:** Staff respectfully recommends that the Board of County Commissioners approve contract #9912 with Groundwater Solutions, Inc. dba GSI Water Solutions, Inc. for on-call land use hydrogeological consulting services.

Respectfully submitted,

*Dan Johnson*

Dan Johnson, Director  
Department of Transportation & Development



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #9912**

This Personal Services Contract (this “Contract”) is entered into between **Groundwater Solutions, Inc. dba GSI Water Solutions, Inc.**, (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of its Department of Transportation and Development.

**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, 2029**.
  
- 2. Scope of Work.** Contractor shall provide the following personal services: on-call hydrological consulting services described in **RFP#2024-39 On-Call Land Use Hydrogeological Consulting** (“Work”), attached hereto as **Exhibit A** and incorporated by this reference herein. This Contract is on an “on-call” or “as-needed basis” for Work

When the County wishes Contractor to perform the Work, the County will submit an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the Scope of Work, the entity on whose behalf the Work will be performed, and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform Work until the County Task Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task.

No Task Order shall modify or amend the terms and conditions of this Contract.

- 3. Consideration.** The maximum amount County may pay Contractor, from available and authorized funds, for performing the Work shall not exceed the sum of **One Hundred and Fifty Thousand Dollars (\$150,000.00)**. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in **Exhibit B**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibits A and B. Because this Contract is on an on-call or as-needed basis, and the exact amount of Work County may require is unknown, nothing herein shall be construed as a promise to pay Contractor the entire \$150,000.00 authorized under this Contract.
  
- 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 County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County 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: [DRenhard@clackamas.us](mailto:DRenhard@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 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 County Contacts.**

Contractor Administrator: Kenny Janssen Phone: 971-200-8530 Email: <a href="mailto:kjanssen@gsiws.com">kjanssen@gsiws.com</a>	County Administrator: Jennifer Hughes Phone: 503-742-4518 Email: <a href="mailto:jenniferh@clackamas.us">jenniferh@clackamas.us</a>
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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. County 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 County 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 County 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 County 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. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** 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 County, and its 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 County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel’s Office. County may assume its own defense and settlement at its election and expense.

- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County 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, County 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 County 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 County 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 requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured 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 emailed to the County Contract Analyst.

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 occurrence, 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 claim, 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 County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County 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 County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. 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 County'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 County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County 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 County may reasonably request in order to fully vest such rights in County. 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, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County 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 a project of similar size, location, scope, and complexity, during the time in which the Work is being 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 County 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 County.

- 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 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County'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 County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County 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. County'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 County 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 County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County 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 County, less any setoff to which the County is entitled.

- 21. NO THIRD PARTY BENEFICIARIES.** County 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 of 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 County nor Contractor shall be held responsible for delay or default caused by events outside the County 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 County to enforce any provision of this Contract shall not constitute a waiver by County 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 County 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 County 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. Reserved**
- 29. Reserved**
- 30. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in



the contract. Under this Contract, the County 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 County 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 County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

**31. Reserved**

**32. Reserved**

**33. Reserved**

**34. 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.

Groundwater Solutions, Inc. dba GSI Water  
Solutions, Inc.

Clackamas County

Kenny Janssen                      July 24 2024  
Authorized Signature                      Date

\_\_\_\_\_  
Signature                                      Date

Kenny Janssen / Principal Hydrogeologist  
Name / Title (Printed)

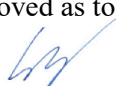
Name: \_\_\_\_\_

Title: \_\_\_\_\_

779884-84  
Oregon Business Registry #

Approved as to Form:

DBC/Oregon  
Entity Type / State of Formation

                      07/26/2024  
\_\_\_\_\_  
County Counsel                                      Date

**EXHIBIT A**  
**RFP#2024-39 On-Call Land Use Hydrogeological Consultant**  
**Issued on May 9, 2024**



**REQUEST FOR PROPOSALS #2024-39**

**FOR**

**On-Call Land Use Hydrogeological Consultant**

**BOARD OF COUNTY COMMISSIONERS**

**TOOTIE SMITH, Chair  
PAUL SAVAS, Commissioner  
MARK SHULL, Commissioner  
MARTHA SCHRADER, Commissioner  
BEN WEST, Commissioner**

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**Gary Schmidt  
County Administrator**

**Tralee Whitley  
Contract Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: June 6, 2024**

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

**PLACE: <https://bidlocker.us/a/clackamascounty/BidLocker>**

## **SCHEDULE**

Request for Proposals Issued.....	May 9, 2024
Protest of Specifications Deadline.....	May 16, 2024, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	May 30, 2024, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	June 6, 2024, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

## **TABLE OF CONTENTS**

Section 1 – Notice of Request for Proposals
Section 2 – Instructions to Proposers
Section 3 – Scope of Work
Section 4 – Evaluation and Selection Criteria
Section 5 – Proposal Content (Including Proposal Certification)

## SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, June 6, 2024** (“Closing”), to provide **On-Call Land Use Hydrogeological Consultant**. No Proposals will be received or considered after that time.

### **Location of RFP documents: OregonBuys**

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsv/view/login/login.xhtml>, Document No. S-C01010-00010371.

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.

### **Submitting Proposals: Bid Locker**

Proposals will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects> .

### **Contact Information**

Procurement Process and Technical Questions: Tralee Whitley at [TWhitley@clackamas.us](mailto:TWhitley@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 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 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.

## **SECTION 3 SCOPE OF WORK**

### **3.1. INTRODUCTION**

Clackamas County is seeking Proposals from vendors to provide On-Call Land Use Hydrogeological Consultant for the purpose of reviewing hydrogeologic reports submitted by applicants for subdivisions, as well as other land use permits in sensitive groundwater areas, where the proposed water source is an exempt-use well(s).

**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**

Clackamas County, on behalf of the Department of Transportation and Development's (DTD) Current Planning Program is seeking proposals to develop a pool of qualified contractors to perform peer reviews of hydrogeological reports submitted to the County in conjunction with land use applications. Section 1006 of Clackamas County's Zoning and Development Ordinance ("ZDO") requires applicants for certain types of development and land division applications to submit evidence of the long-term sustainability of groundwater resources at and in the vicinity of the subject property. This Request for Proposals (RFP) is being issued for the purpose of selecting one or multiple contractors to act in an "On-Call" basis to perform the functions outlined in the Scope of Work.

### **3.3. SCOPE OF WORK**

#### **3.3.1. Scope:**

Anticipated work for the selected consultants will include performing peer reviews of hydrogeological reports that are submitted to the County as evidence in conjunction with land use applications for certain types of development and property divisions.

Consultants will be expected to provide the County with a summary report that will conclude whether the submitted hydrogeological report:

1. Adequately addresses all required elements in ZDO Section 1006;
2. Utilizes generally accepted study procedures and assumptions;
3. Contains sufficient data and analysis to reach valid and reasonable conclusions about the sustainability of groundwater resources at and in the vicinity of the subject property; and
4. Whether the County should accept the conclusions in the applicant's submission.

The peer review summary report should be brief yet contain whatever data and analysis the contractor deems appropriate to demonstrate to Planning Program staff that the submitted report is suitable for the County to rely upon in land use decision making. Planning Program staff will also incorporate the consultant's comments into the land use decision staff report. Contractors will be expected to complete their work within required timeframes for land use application review.

The contractor or contractors who are selected to enter into contract with Clackamas County will be chosen for each peer review by Planning Program staff based on consultant availability, familiarity with the project area, and other pertinent factors.

#### **3.3.1.2. Licensing:**

Consultants must be registered geologists or engineering geologists licensed in the State of Oregon with expertise in the field of groundwater hydrology, and must maintain licensure during the duration of the contract.

### 3.3.2. Work Schedule:

To meet land use application review timelines, each review provided by the chosen contractor, or contractors, must be performed within following timelines.

- Upon receipt of an application requiring review, the contractor will be asked to provide a scope of work to review the specific, submitted land use application. The scope of work must be submitted within 15 calendar days of the County's request for review.
- Following submission and Program approval for the scope of work, a task order will be issued by the Current Planning Program, routed to the contractor for signature, and then signed by the County. The task order must be signed by the contractor and returned to the Program within 7 calendar days.
- Following contractor signature of the task order, the contractor will have 30 days to complete the peer review and submit their report to the County, unless the County allows an extension consistent with required timeframes for land use application review.

### 3.3.3. Term of Contract:

The term of the contract shall be for five (5) years from the effective date of signature.

**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.

**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	0-35
Project Understanding and Approach	0-25
Communication and Availability	0-15
Fees	0-25
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. Proposals will only be accepted electronically thru Equity Hub's Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

5.1.2. Completed proposal documents must arrive electronically via Equity Hub's Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.

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 **15 pages** (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page will NOT count towards the final page count.

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

#### 5.2. Proposer's General Background and Qualifications (35 Points):

- Provide a general overview of your firm including staff size, background of company, and specific qualifications.
- Identify any sub-consultants anticipated to be included on the team.
- Provide any additional supportive information that will illustrate your company's qualifications.

#### 5.3. Project Understanding and Approach (25 Points):

- Detail your understanding of the required duties, methodology and responsibilities.
- Detail your understanding of the Clackamas County Zoning and Development Ordinance requirements that you will be evaluating if awarded a contract (refer to Subsections 1006.03(E)(2)-(4) of the Clackamas County Zoning and Development Ordinance).
- Detail your technical expertise and awareness of key issues. Show awareness of requirements to produce deliverables on schedule and within budget.
- Details your company's experience and knowledge of area groundwater issues.

#### 5.4. Communication and Availability (15 Points):

- Demonstrate ability to respond in a timely manner to requested peer review services.
- Qualified Contractors must be accessible by the County project managers and available for project work, meetings, and other interaction with the County. Specify resources to perform the work for the duration of the Contract.
- Qualified Contractor must have the ability to establish and maintain functional and productive working relationships. In your response explain how the contractor will meet this requirement.

#### 5.5. Fees (25 Points):

Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.

#### 5.6. Completed Proposal Certification (see the below form)

**PROPOSAL CERTIFICATION**  
**RFP #2024-39**

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 extend 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 B**  
**VENDOR'S PROPOSAL**

PROPOSAL

# On-Call Land Use Hydrogeological Consultant

Presented to Clackamas County

**JUNE 2024**

*Submitted by:*

GSI Water Solutions, Inc.  
650 NE Holladay Street, Suite 900  
Portland, OR 97232  
[www.gsiws.com](http://www.gsiws.com)  
503.239.8799





June 6, 2024

Tralee Whitley  
Contract Analyst  
Clackamas County  
Submitted via BidLocker



**Re: Request for Proposals #2024-39: On-Call Land Use Hydrogeological Consultant**

Dear Tralee:

GSI Water Solutions, Inc. (GSI), is pleased to present our proposal to provide hydrogeologic peer review services to Clackamas County (County). We have successfully provided these services to the County since 2015 and are confident that we can continue to efficiently meet the needs of the Department of Transportation and Development's (DTD's) Current Planning Program by providing timely, concise, and thorough hydrogeologic reports to support the County with land use decision-making. Our team offers the following benefits:

- **We are water resources stewards for the County.** We are committed to continuing to support the sustainable management of shared water resources in the public interest of Clackamas County through careful and judicious peer review of hydrogeologic reports. As a representative of the County, it has been and will continue to be our responsibility to determine whether the findings, conclusions, and assumptions stated in the reports are based on sound scientific knowledge, methods, and practices.
- **We bring extensive relevant experience.** Our groundwater professionals have vast experience evaluating well yield, long-term aquifer pumping capacity, and well interference. We are highly knowledgeable of the common data sources that land use applicants will rely on and have already successfully completed more than 40 of these peer reviews for the County since 2015.
- **We understand the County's hydrogeology.** Our firm brings years of experience conducting groundwater assessments, investigations, and supply development projects for water purveyors and municipalities in the County. We are highly knowledgeable of the hydrogeology and groundwater sensitive areas in the County.
- **We have a reputation for excellence.** We are well known in the region for our groundwater expertise and ability to deliver quality, defensible work. We use available data to draw unbiased, evidence-based conclusions, and we stake our reputation on our ability to do so impartially on behalf of our clients.

We appreciate the opportunity to continue to provide on-call hydrogeologic peer review services. Please contact us if you have any questions regarding our proposal. The signature below affirms our intent to be bound by this proposal.

Sincerely,  
GSI Water Solutions, Inc.

A handwritten signature in blue ink that reads "Kenny Janssen". The signature is written in a cursive style with a horizontal line at the end.

Kenny Janssen, RG  
Principal Hydrogeologist  
971.200.8530  
kjanssen@gsiws.com

## Section 1: General Background and Qualifications

### Firm Overview

GSI is an Oregon-based groundwater and water resources consulting firm with deep roots in water management and planning for clients throughout the state. Founded in 2000, today we are an employee-owned firm with 85 staff members, 51 of whom work from our headquarters in Portland, Oregon (our office closest to the County). We also have offices in Corvallis and Bend, Oregon, and Morro Bay and Santa Barbara, California. We focus on helping our clients develop, manage, and assess their groundwater resources to ensure long-term sustainability and reliability.

Our hydrogeologists and groundwater hydrologists are experts in hydrogeologic characterization, aquifer sustainable yield assessments, groundwater sustainability studies, water budgeting, well interference analysis, water rights evaluations, and groundwater/surface water interaction. We have significant experience with determining the extent and capacity of the different aquifers present in the County and developing strategies to access and manage these valuable resources. An assessment of sustainability is almost always part of our groundwater supply development projects. Our team's knowledge of these complex systems helps our clients to sustainably manage their groundwater resources, and to protect against and address overdraft. Several of our principals and senior staff members are experienced in providing expert witness testimony in regard to groundwater pumping disputes.

### Relevant Project Experience

We have provided hydrogeologic peer review support for the County since 2015. During that time, we have reviewed hydrogeologic reports for more than 40 proposed subdivisions and land-use permits for the use of permit-exempt wells in groundwater sensitive areas. We understand the requirements of Section 1006 of Clackamas County's Zoning and Development Ordinance (ZDO) and what it takes to deliver thorough and well-supported peer review reports on time and within budget.

Our peer reviews are based on significant experience providing groundwater services for numerous public agencies throughout the Willamette Valley, and specifically in Clackamas County. This experience has included working with the Cities of Wilsonville, Milwaukie, and Sandy to use existing hydrogeologic data and our knowledge of the local hydrogeology and geology to inform decisions for developing reliable and sustainable groundwater supplies and long-term management strategies.

The following table presents a list of select Oregon projects that demonstrate our experience and expertise in the various components of the hydrogeologic reports submitted to the County under Section 1006 of the County ZDO: hydrogeologic characterizations, well interference analysis, aquifer yield and recharge analysis, and sustainable groundwater management and planning.

#### GSI has worked with the following clients in Clackamas County:

- Clackamas County
- Clackamas Water Environment Services
- City of Canby
- City of Lake Oswego
- City of Milwaukie
- City of Sandy
- City of Tualatin
- City of West Linn
- City of Wilsonville
- Boring Water District
- Canby Utility Board
- Clackamas River Water
- Clackamas River Water Providers
- Lady Creek Water District
- North Clackamas County Water Commission
- Oak Lodge Water District
- Rivergrove Water District
- Sleepy Hollow Water District
- Sunrise Water Authority
- Timberline Rim Water Company
- West Linn-Wilsonville School District

Project Name	Client	Hydrogeologic and Hydrologic Data Evaluation	Aquifer Characterization	Sustainable Yield Analysis	Well Interference Evaluations	Evaluation of Local Hydrogeology	Water Rights Review
Water Supply Assessments	Canby Utility Board	•				•	•
Groundwater Feasibility Analysis	Oak Lodge Water District	•	•	•		•	•
Groundwater and Wellfield Management Services	Cascade Groundwater Alliance (Rockwood Water People's Utility District and City of Gresham)	•	•	•	•	•	•
Groundwater Supply Assessment and Development	Rivergrove Water District	•	•			•	•
Aquifer Storage and Recovery (ASR) Feasibility – Water Master Planning	City of West Linn	•	•	•		•	•
Groundwater and Wellfield Management Services	City of Troutdale	•	•	•	•	•	•
Groundwater Supply and ASR Assessments	Sunrise Water Authority	•	•	•	•	•	•
Groundwater Supply Resiliency Support	City of Wilsonville	•	•			•	
Well Assessment and Rehabilitation	City of Milwaukie	•	•		•	•	
Groundwater Supply Development	City of Milwaukie	•	•	•	•	•	•
Groundwater and Underground Injection Control Evaluation	Clackamas Water Environment Services	•	•			•	
Hydrogeologic Review and Modeling of Underground Injection Controls	City of Canby	•	•			•	
Hydrogeologic Services for ASR Program	City of Tualatin	•	•	•	•	•	•
On-Call Groundwater Technical Services	City of Portland, Water Bureau	•	•	•	•	•	
On-Call Groundwater and Wellfield Management Services	City of Fairview	•	•	•		•	•
Groundwater Supply Evaluation	City of Sandy	•		•		•	•
Water Supply Alternatives Study	City of Stayton	•	•	•		•	•
On-Call Land Use Hydrogeologic Reviews (2015-present)	Clackamas County	•	•	•	•	•	
Well Siting and Design	Lady Creek Water District	•	•	•		•	•
Groundwater Rights/Permitting	Sleepy Hollow Water District	•	•			•	•
Water Supply Alternatives	Tooley Water District	•	•	•		•	•

## Detailed Project Descriptions

### Groundwater Supply Development - City of Milwaukie, Oregon

As a subconsultant, GSI helped the City of Milwaukie site and develop a new replacement municipal supply well (Well 2R) and decommission two aging and damaged wells (City Wells 1 and 2). For the new replacement well, GSI conducted a well siting and preliminary well design investigation and developed a conceptual well design and planning-level cost estimates to drill, construct, and test the new well. The work included reviewing local and regional hydrogeologic and well log data, developing an inventory of known and potential groundwater contaminant sources, writing the technical well construction and testing specifications, assisting with procurement of a qualified and licensed well driller, and preparing an application to transfer a water right from Well 2 to Well 2R. GSI then provided construction oversight and final design and testing of the new production well. Results from the drilling and testing program were used to characterize aquifer parameters, assess aquifer sustainability, and evaluate potential well interference effects on the new well from other nearby operating wells. The new well went online in 2022, with a maximum production rate of 700 gallons per minute. GSI also developed the technical specifications for decommissioning Wells 1 and 2, reviewed and approved contractor submittals, and oversaw and documented the contractor's work.

#### Reference

Peter Passarelli, PE  
Public Works Director  
503.786.7614  
passarellip@milwaukieoregon.gov

### Groundwater Supply Resiliency Support - City of Wilsonville, Oregon

GSI has worked with the City of Wilsonville to develop a strategy for increasing the resiliency and reliability of its backup groundwater source of supply. Originally the City's primary supply sources, the City switched to a surface source of supply starting in 2002 when it became evident that the Columbia River Basalt Group aquifer system hosting the wells could not sustainably supply the City's long-term water supply needs. Now the City's wells are maintained as emergency backup sources of supply in case of interruption of the City's surface water supply, and aquifer water levels have rebounded in areas around the City by as much as 30 feet. As part of this work, the GSI team completed initial well condition assessments followed by detailed field assessments and reconditioning of higher priority wells. The work included testing and rehabilitating the City's Gesselschaft and Elligsen wells, and testing and assessing the conditions of two Charbonneau wells.

#### Reference

Zach Weigel, PE  
City Engineer  
503.570.1565  
weigel@ci.wilsonville.or.us

### Groundwater Supply Evaluation - City of Sandy, Oregon

GSI has been helping the City of Sandy with their water resources planning since 2006. Most recently, we helped our teaming partner Consor Engineers to identify a strategy for securing the City's existing water rights and evaluate alternatives for a future groundwater supply to meet projected demands as part of a Water System Master Plan update. Evaluations for alternative groundwater sources looked at yield and water availability in all the aquifer systems in the vicinity of Sandy, including the limited areas, the Troutdale formation sediments, Columbia River Basalt Group, and alluvial sediments by the Sandy River. For each identified groundwater supply alternative, GSI provided an overview of the concept, planning level costs, potential benefits, potential issues and uncertainties, schedule considerations, and recommended next steps. Part of this work included reviewing and updating past projects completed for the City by GSI, including the City's 2015 Water Management and Conservation Plan and two groundwater supply feasibility studies completed in 2007.

#### Reference

Brian Ginter, PE  
Consor Engineers North America, Inc.  
503.225.9010  
brian.ginter@consoreng.com

## Key Team Members



**Casey  
McGuire**

Project  
Hydrogeologist

### **Role: Project Manager**

Casey has 5 years of experience working in groundwater and environmental consulting in the United States and internationally. She is experienced in conducting groundwater resource feasibility studies, performing aquifer tests and analyzing aquifer test data, and writing technical reports. Casey has been managing recent hydrogeologic peer reviews for the City and has a deep understanding of the process and requirements. As project manager, she will be responsible for day-to-day client communication, assigning tasks, ensuring reviews are completed on time and within budget, and coordinating with the County.



**Kenny  
Jansen, RG**

Principal  
Hydrogeologist

### **Role: Principal in Charge/Technical Advisor**

Kenny has 20 years of experience planning and conducting water supply and resource management projects for municipalities, water districts, and tribal governments throughout Oregon. He has been providing project management for our peer review contract with the County since 2015. He understands that these peer review requests often have fast turnarounds and tight budgets, and he knows what it takes to deliver quick, but thorough, reports. His hydrogeologic expertise includes aquifer and well performance testing and monitoring, groundwater/surface water interaction, water rights, and permitting. He is a registered geologist in Oregon.



**Matt  
Kohlbecker,  
RG**

Principal  
Hydrogeologist

### **Role: Quality Assurance Reviewer**

Matt has 22 years of experience as a hydrogeologist and brings a deep understanding of state and federal regulations, contaminant fate and transport modeling, subsurface hydrogeology in the Portland area, ASR, and water well design and installation. For the County, Matt has managed and conducted several peer reviews of hydrogeologic reports. He has extensive experience with the hydrogeology of Clackamas County from his groundwater supply development work for the City of Milwaukie, as well as from his prior work as head of the Underground Injection Control Program as a former Oregon Department of Environmental Quality employee. He is a registered geologist in Oregon, and is GSI's Pacific Northwest Groundwater Practice Lead.

**Additional Team Resources:** When a peer review request comes in, project manager Casey McGuire will work with Kenny and Matt to assess available resources and assign the review to the appropriate hydrogeologist. GSI has a deep bench of experts to draw from, enabling us to have flexibility to complete a peer review under tight deadlines. The following staff members are available to conduct peer reviews and provide technical support as needed:

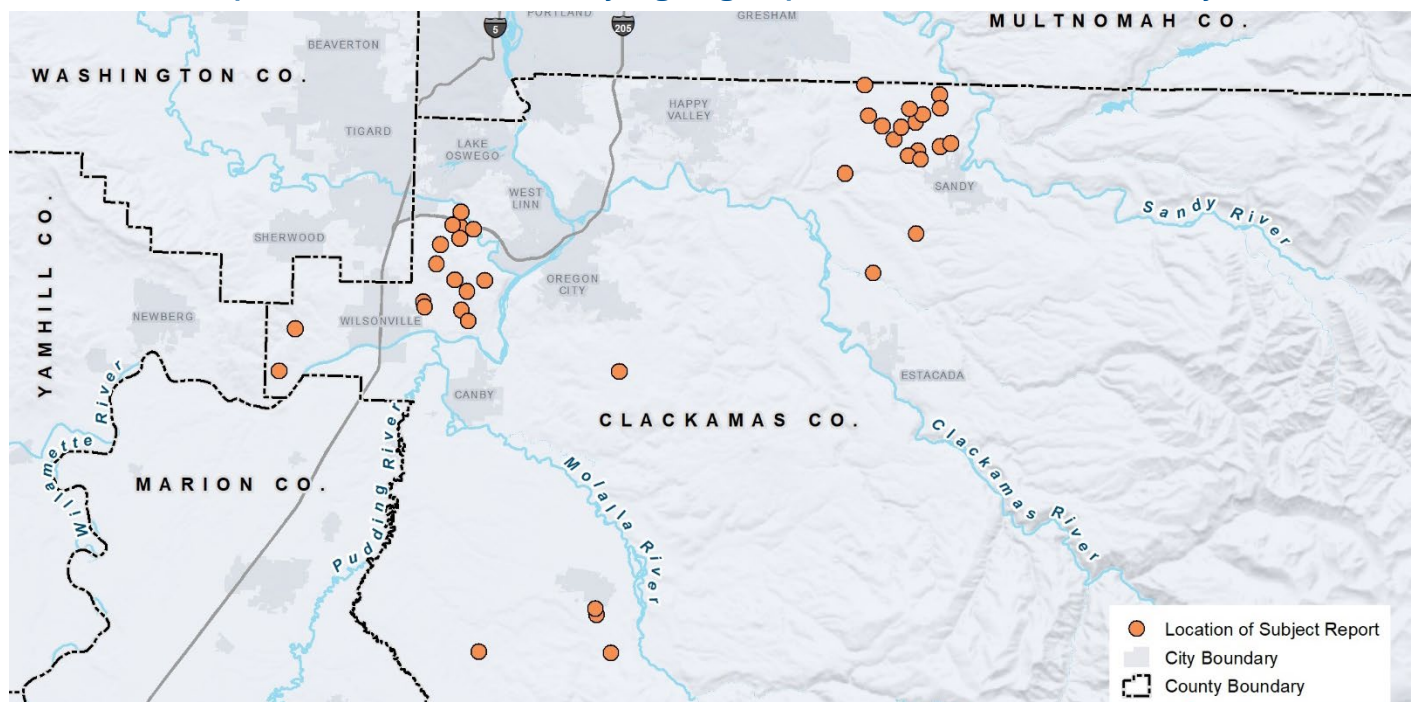
- **Walt Burt, RG, Principal Hydrogeologist**
- **Robyn Cook, RG, Supervising Hydrogeologist**
- **Rodrigo Prugue, RG, Consulting Hydrogeologist**
- **Matt Thomas, RG, Project Hydrogeologist**
- **Trevor Grandy, RG, Project Hydrogeologist**
- **Collin Davidson, Staff Hydrogeologist**
- **Jessie Cain, Staff Hydrogeologist**

## Section 2: Project Understanding and Approach

The County maintains contracts with professionals qualified in hydrogeology to provide on-call peer reviews of hydrogeologic reports that are submitted to the County’s DTD as part of development applications. Growth in unincorporated areas of the County can put pressure on aquifers that are already experiencing declining water levels, or are vulnerable to overdraft, and can adversely affect the sustainability of groundwater supplies. Domestic wells that commonly supply rural and suburban developments with potable water generally are not subject to evaluation by the Oregon Water Resources Department (OWRD) because they are exempt from the water right permitting process. Several areas of the Willamette Valley, however, have experienced significant groundwater level declines as a result of developments that depend on exempt wells, thus threatening property values and placing burdens on local governments to provide alternative water supplies. In response to the need to ensure that both new developments and existing users have sufficient and sustainable water supplies, several counties in Oregon have implemented groundwater ordinances, such as the Marion County Sensitive Groundwater Overlay and the Clackamas County’s Section 1006 ordinance.

In 2010, the County adopted several policies in its Comprehensive Plan that sought to protect and promote the long-term sustainability of groundwater supplies in rural, agricultural, and forest areas by protecting them from overdraft resulting from developments that rely on potable use exempt wells. The County also adopted amendments to Section 1006. Section 1006 requires that a hydrogeologic report be completed for certain proposed land divisions and types of development for unincorporated areas of the County and the Mt. Hood Urban Areas outside of the Portland Metropolitan Urban Growth Boundary that are in Groundwater Sensitive Areas. The purpose of the required hydrogeologic report is to provide the County’s DTD with sufficient information to determine (1) that the aquifer targeted as the supply source is capable of sustainably supplying (without overdraft) sufficient water to meet the development’s needs, and (2) that the development’s wells will not pose an unreasonable interference on existing wells. In 2011, the County developed well-defined and comprehensive guidance for preparing the hydrogeologic reports and incorporated a peer review step in the process requiring that a qualified professional conduct a review of the submitted hydrogeologic report. As a representative of the County, it will be our responsibility to determine whether the findings, conclusions, and assumptions stated in the reports are based upon sound scientific knowledge, methods, and practices in support of sustainable management of shared water resources in the public interest of the County.

### GSI has conducted peer reviews for more than 40 hydrogeologic reports on behalf of Clackamas County.



## Duties and Methodology

The central role of the peer reviewer is to review the submitted hydrogeologic reports to ensure that the required elements are included; the procedures and assumptions are acceptable; and the conclusions are well-supported, valid, and reasonable. The resulting peer review summary report should be clear and concise while containing sufficient data and analysis for the County to base its land use decision-making. Peer reviews must be completed in a timely manner and often require relatively quick turnarounds. Our goal is to acknowledge precedence by maintaining consistency in our technical interpretations while acknowledging each parcel and setting may have unique and extenuating circumstances. We strive for care in adhering to the requirements of section 1006, while working with the applicant's consultant to ensure that the reports are consistent in methodology and technically defensible.

In our experience of conducting more than 40 peer reviews for the County since 2015, we have found the following process to result in a thorough and timely peer review:

- 1. Completeness review:** Upon receipt of an application and hydrogeologic report, we conduct an initial completeness review using a checklist (provided on the following page) that helps us to ensure that all required components are included. If necessary, we contact the geologist that prepared the report to obtain missing components and address any deficiencies. This enables us to review a complete application from the start.
- 2. Scope and fee estimate:** We prepare a scope and fee estimate for County approval. The scope and estimate are based on the completeness of the report and the complexity of the applicant's project. For peer reviews that turn out to be more complex than initial estimates and require further investigation than anticipated, we will communicate that with the County and develop a budget amendment for approval before proceeding.
- 3. Initial in-depth review:** After obtaining County approval, we conduct an in-depth review. If we encounter errors—such as figures that are referenced but not included, missing observation well log, etc.—we communicate with the geologist that prepared the report to address these errors. We copy the County on all correspondence so that you understand where we are in the process, and what could be contributing to potential delays.
- 4. Final review and peer review report:** After all missing information has been provided, we complete our final review and document our findings in a peer review report. This step includes a principal-level quality assurance/quality control (QA/QC) review in accordance with GSI's QA/QC Policy. The resulting final report provides a recommendation to the County to either approve or deny the land use application.
- 5. Additional evaluation, if needed:** The geologist and applicant may disagree with the findings of the peer review report and may submit comments on the peer review report to the County. Typically, the comments contain additional hydrogeologic information, or clarify data presented in the hydrogeologic report. In the interest of clearly communicating costs and level of effort, we will prepare a second scope and fee estimate for responding to the geologist's comments and reviewing additional information.

## ZDO Section 1006 Completeness Checklist

During our completeness review, we use the following checklist to ensure that the hydrogeologic report contains all of the required components:

- ✓ A map showing all lots and parcels within at least one-quarter mile of the proposed development.
- ✓ The location, as determined by publicly available information, of all known wells on all lots or parcels within at least one-quarter mile of the proposed development, **and** the quantity of water permitted to be used.
- ✓ The estimated use of groundwater within at least one-quarter mile of the proposed development, including but not limited to, 400 gallons/day of household use for each lot and parcel, 2,000 gallons/day for lawn and landscape irrigation from June through September, and water use from permitted wells. The estimated use of groundwater shall include any development or tentative land division that has been approved by the County, and shall assume development of a single-family residence on each undeveloped lot or parcel.
- ✓ The quantity of water the proposed land use will utilize. If the proposal is for residential use, water use shall be calculated as 400 gallons/day per household and 2,000 gallons/day for lawn and landscape irrigation from June through September. If the proposal is for a land division for residential purposes, all proposed lots or parcels shall be included in the calculation, and the calculation shall assume that the remainder of the tract will be developed at its allowed density.
- ✓ Identification of aquifers in the area of the subject property.
- ✓ Compilation and review of available geologic and hydrogeologic studies of the review area.
- ✓ Compilation and evaluation of available well deepening and replacement well information in the review area.
- ✓ Compilation and analysis of existing geologic information, including representative well logs, physical location of representative wells, and an evaluation of the local stratigraphy and geologic structure in the review area.
- ✓ Compilation and analysis of existing and available water level and pumping test information including evaluation of long-term stability and sustainability of groundwater levels (heads).
- ✓ Interpretation of the information gathered for subsections (1)(a) through (i) of this section, including preparation of geologic and hydrogeologic maps and cross sections necessary to support and/or illustrate the interpretation.

## Technical Expertise

We have a deep bench of experts on the hydrogeology of local aquifers and professionals who are familiar with land use and other relevant issues in the County. GSI has 16 Oregon-registered geologists—13 of whom work locally in our Portland office. Our team brings direct experience in conducting basin water availability studies, aquifer yield assessments, groundwater modeling, aquifer testing, and well interference analysis in the aquifers underlying Clackamas County and surrounding areas. Our hydrogeologists work closely with our water rights experts, and our geographic information system (GIS) and database specialists are experienced in working with OWRD datasets to complete hydrogeologic studies and water demand and availability evaluations. This allows us to work seamlessly across disciplines.

In addition to performing more than 40 peer reviews of hydrogeologic reports for the County since 2015, we have completed many projects for municipalities, water districts, agriculture, and industry in Clackamas County and surrounding areas. We have conducted peer reviews or hydrogeologic evaluations in almost all of the Groundwater Limited Areas in the County (i.e., Sandy-Boring, Sherwood-Dammasch-Wilsonville, and Glad Tidings). Because of this experience, we understand the local hydrogeology and what a comprehensive and thorough hydrogeologic report should entail.



GSI works extensively with all of the common data sources that the applicants rely on, and we understand the limitations of these datasets and how to glean the most information from them. Often, the available data are not detailed or site-specific, requiring a high level of technical competence and years of local experience from which to base judgments about aquifer pumping capacity and interference with existing wells.

We have evaluated well yield, long-term aquifer pumping capacity, and interference for various clients in the majority of aquifers in Clackamas County, including those hosted by:

- Western Cascade province volcanics (Sleepy Hollow Water District) and Columbia River Basalt Group (Sunrise Water Authority, City of Wilsonville, Boring Water District, and miscellaneous nurseries)
- Troutdale Formation and Pleistocene alluvial aquifers (Sunrise Water Authority and the Cities of Milwaukie, Sandy, Canby, and Wilsonville)
- Missoula Flood deposits (City of Milwaukie and Clackamas Water Environment Services)
- Recent alluvial sediments (City of Sandy)

Furthermore, we have completed projects evaluating the impacts of, and water availability for, exempt wells, individually and on a basin scale, in several Oregon and Washington counties.

Our local water rights and hydrogeology expertise enables us to conduct a quick and thorough evaluation of the completeness and adequacy of the information. We have a library of published reports and familiarity with local data sources and groundwater conditions to draw upon. Our staff is well-versed in using OWRD's Groundwater Information System (GWIS), Water Rights Information System (WRIS), and well log databases; observation well hydrograph data; and U.S. Geological Survey (USGS) resources to quickly create Google Earth or GIS coverages for evaluating data completeness and adequacy in supporting conclusions. If information submitted in the hydrogeologic report is lacking, and recommendations for acquiring additional information need to be developed as part of our review, we can leverage our excellent relationships with OWRD staff and USGS researchers for their knowledge about local hydrogeologic conditions.

## Key Issues

GSI's experience in the region and in-house expertise provide us with a strong insight into the key issues that are encountered by proposed developments during a review of groundwater uses. Clackamas County encompasses a region of diverse landscapes with urban, suburban, and rural land uses in both lowland and upland terrains. Similarly, unincorporated areas of the county have a great diversity in hydrogeologic settings and a variety of aquifer types with different hydraulic, well yield, and recharge characteristics. A proposed development might have minimal impact in one location, but the supply may be unsustainable only a short distance away, depending on which aquifer is being tapped.

One of the more difficult items to evaluate during the review is the health of the aquifer under current stresses and projecting whether proposed withdrawals are sustainable because sufficient water level data may not be available for the aquifer or area in question. In those cases, we look for indirect evidence that might indicate whether overdraft conditions exist or could develop, such as hydrogeologic settings known in our experience to be vulnerable to overdraft (e.g., compartmentalized basalt aquifer), a high density of recently deepened wells in an area, anecdotal reports of pump failures, or decreasing yields during the summer months.

Dense development in low-yielding or tightly bounded aquifers with limited available drawdown can exacerbate interference between wells. While domestic wells are exempt from the water right permitting process, they are regulated under the Prior Appropriation Doctrine (first in time, first in right), and thus are not permitted to unreasonably interfere with nearby wells. An evaluation of the interference between wells within a proposed development is prudent because interference can reduce the individual yields of each well. Developers would need to account for this when assessing the capacity of the aquifer proposed to supply the development.

## Section 3: Communication and Availability

At GSI, we do not feel that multiple layers of management add value—on the contrary, it tends to unnecessarily raise project costs and decrease timeliness. We have assembled a project team that can work flexibly and efficiently to produce high-quality reports without unnecessary approvals or excessive overhead costs. Our proposed core team of Casey McGuire as project manager, Kenny Janssen as project principal/technical advisor, and Matt Kohlbecker as quality assurance reviewer brings the correct mix of skills, experience, and billing rates to ensure the project can be delivered according to the County’s expectations. Our core team members will rely on their understanding of and familiarity with the County’s objectives and needs to assign resources, ensure reviews are conducted in a timely and cost-effective manner, and provide quality control. With primary responsibility for the management of this contract limited to these three individuals, we can ensure we will meet quality standards and provide consistency and reliability.

**Responsiveness and Timeliness.** We provide on-call hydrogeologic services to many of our clients, and understand that tasks can be issued with little advance notice because of the nature of the work. Peer review requests from the County tend to require quick turnarounds so as not to cause unnecessary delays in the land use application review. In our experience, these short-term assignments require committed and knowledgeable management and a highly qualified staff, backed by sufficient resources that can take on other work so project team members can complete reviews.

Because of this, we plan to continue our team structure of a core team responsible for communicating with the County and assigning, overseeing, and conducting peer reviews in a timely and cost-effective manner. To ensure this occurs, Kenny Janssen, our project principal, will be responsible for contracting, providing technical assistance, facilitating decisions, and meeting deadlines. Casey McGuire, our project manager, will be responsible for day-to-day communications with the County, organizing and assigning the resources needed to complete reviews, and coordinating with the County’s staff. To ensure our team is responsive to the County, we also assigned a quality assurance reviewer, Matt Kohlbecker, who will be responsible for managing senior technical reviews, evaluating conformance with the County’s ZDO requirements, and working in tandem with Casey to assign resources. Our team is committed to continuing to serve the County and will prioritize your needs by committing sufficient resources to complete timely peer reviews.

**Available Resources.** We are a niche hydrogeology firm with significant expert resources on staff, including 16 registered geologists in Oregon. All of our project team members are located in Portland or Bend. Our available staff resources can commit, on short notice, to providing 75 percent of their time during a given week to meet a particular deadline. Our project team is designed to support this level of readiness and capability with the best combination of locally available technical expertise in hydrogeology and local water resource issues.

**Managing Project Schedules.** Our firm has a demonstrated record of meeting project schedules, and our references can attest to our focus on timely project delivery. One of the keys to successfully completing a project on schedule is effective communications with our clients. Should we discover that information is missing in a hydrogeologic report during our initial completeness review or formal review of the report, we will communicate this to the County and inform them of next steps and the schedule to complete.

### Our team’s approach to project management involves:

- Frequent communication with the County
- Having a core team dedicated and available to manage assignments
- Ensuring we understand the County’s concerns, objectives, and needs
- Quality assurance measures
- Cost control measures

**Quality Assurance.** GSI is well known for our quality of work, and excellence is paramount to our ongoing success and reputation within the water resources industry. GSI’s QA/QC Policy is designed to ensure that we meet your standards for quality, prevent errors and omissions, reduce rework and revisions, and are continually improving our processes. We pride ourselves on our technical excellence, and we believe that quality includes all elements of a well-delivered project—scope, communication, schedule, and budget management—as well as your satisfaction with the process and project. For each review, work quality is the responsibility of the project principal. This quality will be achieved through proper scoping, technical delivery, clear communication of the County’s expectations to the project team when conducting reviews and ensuring that our internal review protocols are followed.

**Cost Control.** Controlling cost is the project manager’s responsibility, and at GSI we require accountability for time management at all project levels. Our project manager will keep the County informed regarding the progress of the work and the costs accrued to date. We can make adjustments to the scope in consultation with the County to ensure that project budgets are not exceeded and should a peer reviews turn out to be more complex and require further investigation than anticipated, we will communicate that with the County and develop a budget amendment for approval before proceeding. Our monthly invoice packets will include an update of work completed, spent and remaining budget, next steps, and any issues that may affect project budget. If there are any budget issues or risks anticipated, GSI will meet with the County project manager to establish the best response and path forward.

## Section 4: Fee Schedule

Our team’s 2024 hourly billing rates are presented below. We will review our rates annually, adhering to contract requirements for rate increases.

Team Member	Rate
Casey McGuire, Project Hydrogeologist	\$155
Kenny Janssen, Principal Hydrogeologist	\$240
Matt Kohlbecker, Principal Hydrogeologist	\$240
Walt Burt, Principal Hydrogeologist	\$255
Robyn Cook, Supervising Hydrogeologist	\$210
Rodrigo Prugue, Consulting Hydrogeologist	\$160
Matt Thomas, Project Hydrogeologist	\$160
Trevor Grandy, Project Hydrogeologist	\$155
Collin Davidson, Staff Hydrogeologist	\$140
Jessie Cain, Staff Hydrogeologist	\$135
GIS/Graphics	\$125–\$165
Technical Editing	\$130–\$150
Administrative Support	\$100–\$125

The hourly rate for trial preparation and expert witness testimony is 1.5 times the standard billing rate shown above. Mileage will be billed at the IRS authorized rate/mile plus 10 percent markup. Direct expenses and outside services will be billed with a 10 percent markup.

**PROPOSAL CERTIFICATION**  
**RFP #2024-39**

Submitted by: Groundwater Solutions, Inc., dba GSI Water Solutions, Inc. Oregon  
**(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:

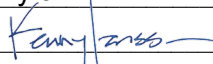
**SECTION I. OREGON TAX LAWS:** As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political 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 extend economically feasible in the performance of the contract work set forth in this RFP.

Name: Kenny Janssen Date: June 6, 2024  
Signature:  Title: Principal Hydrogeologist  
Email: kjanssen@gsiws.com Telephone: 971.200.8530  
Oregon Business Registry Number: 779884-84 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: \_\_\_\_\_