



September 4, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Acting as the governing body of Water Environment Services
Clackamas County

Approval of a Personal Services Contract with Herrera Environmental Consultants for on-call engineering services. Contract Value is \$1,000,000 for 5 years. Funding is through Water Environment Services Construction Fund and Operating Fund. No County General Funds are involved.

Previous Board Action/Review	N/A		
Performance Clackamas	1. This project supports the WES Strategic Plan Goal to strategically plan and execute capital projects to meet the growth, reliability, and regulatory needs of our service area at the lowest-life cycle cost. 2. This project supports the County's Strategic Priorities of Strong Infrastructure, Vibrant Economy, and Safe, Secure and Livable Communities.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Jeff Stallard	Contact Phone	503-742-4694

EXECUTIVE SUMMARY: WES frequently encounters unanticipated projects and urgent engineering needs that arise outside of the annual planning and capital improvement process. These can include emergency repair design, regulatory compliance support, specialty technical analysis, and smaller capital or operational projects.

Under the current procurement process, engaging engineering services for these smaller or urgent projects often requires repetitive contracting efforts, which can be time-consuming and delay project delivery. Establishing on-call contracts will allow WES to streamline procurement, improve efficiency, and ensure timely response to our needs.

We conducted a competitive solicitation process to identify qualified engineering firms capable of providing services in four categories, Wastewater Conveyance and Treatment Engineering, Water Resources Engineering, Engineering Construction Services, and Wastewater Process Engineering and Operational Support. Work in these categories will include a wide range of services, including planning, design, permitting, and construction support. Multiple firms were selected to ensure adequate availability,

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specialized expertise, and competitive pricing.

The on-call contracts do not obligate funding at the time of award. Task orders issued under these contracts will be funded through approved operating or capital project budgets.

RECOMMENDATION: Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve Contract #1284 with Herrera Environmental Consultants, Inc. for engineering on-call services.

Respectfully submitted,

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

Greg Geist
Director, WES

Attachment: Contract #1284 Herrera Environmental Consultants, Inc.



**WATER ENVIRONMENT SERVICES
PERSONAL SERVICES CONTRACT
Contract #0000001284**

This Personal Services Contract (this "Contract") is entered into between Herrera Environmental Consultants, Inc. ("Contractor"), and Water Environment Services, an intergovernmental entity formed pursuant to ORS Chapter 190 ("District").

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2030**.
- 2. Scope of Work.** Contractor shall provide On-Call Engineering Services ("Work"), further described in **Exhibit A**. The Contractor is approved to provide services for the following classes of Work:
 - ☐ 1) Wastewater Conveyance and Treatment Engineering
 - ☒ 2) Water Resources Engineering
 - ☐ 3) Engineering Construction Services
 - ☐ 4) Wastewater Process Engineering and Operational Support

This Contract is on an "on-call" or "as-needed basis" for Work.

When the District wishes Contractor to perform the Work, the District will submit an official Clackamas District 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 District agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one million dollars (\$1,000,000.00)** for accomplishing the Work required by this Contract. Because this is an on-call or as-needed contract, and the exact amount of Work needed, if any, is unknown, nothing herein shall be construed as a promise to pay Contractor the full \$1,000,000.00 authorized herein. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the District's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the District will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation

amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Wes-Payables@clackamas.us

5. Travel and Other Expense. Authorized: ☐ Yes ☒ No

If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

6. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B. Unless explicitly agreed to by the parties in this Contract, any additional terms and conditions that may be contained in Exhibit A are void.

7. Contractor and District Contacts.

Contractor	District
Administrator: Theresa Wood Phone: 206-787-8203 Email: twood@herreainc.com	Administrator: TDB Phone: Email:

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

ARTICLE II.

- 1. Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. Availability of Future Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the District in its sole administrative discretion.
- 3. Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.

5. **Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **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 District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract. Provided, however, that pursuant to ORS 30.140(4), Contractor's duty to defend obligations arising from or related to Contractor's professional negligence, or related to professional services provided by Contractor, are limited to reimbursement of reasonable defense costs (including reasonable attorney fees) of District and Clackamas County in an amount not to exceed the proportionate fault of Contractor, as determined by adjudication, alternative dispute resolution, or otherwise resolved by settlement agreement.
- However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of District or Clackamas County ("County"), purport to act as legal representative of District or County, or settle any claim on behalf of District or County, without the approval of the Clackamas County Counsel's Office. District or County may assume their own defense and settlement at their election and expense.
8. **Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirements outlined below do not in any limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the District

and Clackamas County as an additional insureds on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or 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.
☒ Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
☒ Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
☒ Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

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

- 10. Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to District, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during District's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. Ownership of Work Product.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, District shall have no rights in any pre-existing Contractor intellectual property provided to District by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for District use only.

- 13. Representations and Warranties.** Contractor represents and warrants to District that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in accordance with the standard of professional skill and care required for 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 District shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the District.
- 14. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28 and 32, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the District's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. Subcontracts and Assignments.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the District, which shall be granted or denied in the District's sole discretion. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16, and 27 as if the subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. Tax Compliance Certification.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the District (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the District fails to receive funding, appropriations, or other expenditure authority as solely determined by the District; or (B) if Contractor breaches any Contract provision or is declared insolvent, District may terminate after thirty (30) days written notice with an opportunity to cure.

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

- 20. Remedies.** If terminated by the District due to a breach by the Contractor, then the District shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the District, less any setoff to which the District is entitled.
- 21. No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. Time is of the Essence.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. Force Majeure.** Neither District nor Contractor shall be held responsible for delay or default caused by events outside the District or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. Waiver.** The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.
- 26. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling District to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

28. Reserved.

29. Reserved.

30. Key Persons. Contractor acknowledges and agrees that a significant reason the District is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the District is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the District provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the District with such Key Person's services unless the District provides prior written consent to such reassignment or transfer.

31. Reserved.

32. 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.

Herrera Environmental Consultants, Inc.

Water Environment Services



5.22.2025

Authorized Signature

Date

Theresa M. Wood, Vice President

Name / Title (Printed)

519530-82

Oregon Business Registry #

FBC/Washington

Entity Type / State of Formation

Signature

Date

Name: _____

Title: _____

Approved as to Form:



County Counsel

6/26/2025

Date

EXHIBIT A
RFP 2025-01
Water Environment Services Engineering Master Contract
On-Call Engineering Services
Published January 27, 2025

EXHIBIT B
CONTRACTOR'S PROPOSAL



February 20, 2025

Ryan Rice
Clackamas County
150 Beavercreek Road #430
Oregon City, Oregon 97045

Subject: Water Environment Services Engineering Master Contract On-Call
Engineering Services – Water Resources Engineering – Herrera

Dear Ryan,

It's been just over 10 years since WES hired Herrera to design the Carli Creek Water Quality and Habitat Enhancement project, which went on to win multiple awards and became a flagship project for WES. To this day, it is a stop on many school and professional association tours. It is a flagship project for us as well and it continues to serve as an excellent showcase of how our team excels at blending stormwater management and ecological enhancement in challenging settings. Carli, as we affectionately call it, remains a favorite project for many of our staff. And it continues to be a source of immense joy when we get the chance to return for a site visit to see how vegetation and habitat have matured over the years.

As the site has grown and gotten better over time, so have we. Our firm doubled in size and our Portland office grew from 8 staff in 2014 to over 25 today. In the past six years since Carli concluded, our resume has grown substantially too. We've added more award-winning regional stormwater facility designs (Capitol Highway facilities in Portland); innovative green street designs (D Avenue in Lake Oswego and Fourth Plain Blvd in Vancouver, WA); a ground-breaking stream and floodplain restoration project that provides flow control for a major highway expansion (SR 167 Completion in Pierce County, WA); watershed-scale retrofit plans (Columbia Slope Retrofit Study in Vancouver, WA); holistic, One Water and climate resilience plans (One Water and Blue Green Systems Planning in Vancouver, BC), and many, many, more. Central to all our work is a collaborative, multidisciplinary planning and design process and a focus on maximizing project performance and ecological and community benefits while minimizing costs and maintenance.

We have more people, more resources, and more experience, but we still maintain the scrappy, curious, and innovative attitude that we employed on Carli many years ago. We hope to have the chance to show you what we've learned and help support WES's ongoing efforts in stormwater management, water recovery, and sustainable watershed management through the Water Resource Engineering services category under this on-call contract. Please don't hesitate to reach out if you have any questions about our proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brian Busiek".

Brian Busiek, PE
Contract Manager

A handwritten signature in blue ink, appearing to read "Theresa M. Wood".

Theresa Wood
Vice President, Authorized Officer



Qualifications for Water Environment Services Engineering Master Contract
On-Call Engineering Services (RFP #2025-01)

Category: Water Resources Engineering



INTRODUCTION

Herrera Environmental Consultants, Inc. (Herrera) designs innovative solutions that protect and restore water resources while enhancing the built environment. Since 1980, our focus on sustainable watershed management and innovative stormwater solutions has served clients across the Pacific Northwest, drawing on our integrated team of scientists, engineers, planners, and landscape architects to deliver scientifically defensible solutions to complex environmental challenges.

What sets Herrera apart is our ability to integrate cutting-edge technical expertise with practical, maintainable solutions that work within site and regulatory constraints. We design projects based on the latest scientific understanding of how they work over their design life. This results in designs that are higher performing, more durable, and have lower maintenance needs. The success of our designs is directly related to our collaborative and interdisciplinary design process and the practical knowledge we've gained from post-construction monitoring efforts, working with maintenance staff on O&M, public and private stormwater performance research, and numerous design and construction cycles. Through these efforts, we've created internal feedback loops that help our designers understand what works and what doesn't.

Our experience spans the full spectrum of water resources engineering, from developing green stormwater standards across many Pacific Northwest jurisdictions to implementing innovative stormwater treatment systems. We excel at coupling economic needs with environmental protection, as demonstrated by our success in creating water quality retrofit plans that improve treatment, habitat, and aesthetics within existing facility footprints.

As a trusted partner currently serving multiple jurisdictions including Clean Water Services, ODOT, Portland, and Vancouver, among others, our team is set up with systems and protocols designed to provide exceptional control of multiple task orders and responsive service to fast-track work assignments. This operational efficiency, combined with our proven experience, technical expertise, and demonstrated success with local projects, makes Herrera the ideal partner to advance WES's water resources initiatives.



HERRERA

Legal Name:

Herrera
Environmental
Consultants, Inc.
107 SE Washington St,
Suite 140
Portland, OR 98214
(O) 503.228.4301
(F) 206.441.9108

SOQ Contact:

Brian Busiek, PE
Principal Engineer
bbusiek@herrerainc.com
971.200.8879

Master

Contract Contact:

Theresa Wood
Vice President
twood@herrerainc.com
206.787.8203

*This Statement
of Qualifications
shall be valid for a period
of 90 days from the
date of submittal.*

Service Category:

Water Resources
Engineering

FIRM RESOURCES

Firm Profile

For 45 years, Herrera has built our reputation by delivering practical, implementable solutions to environmental challenges, meeting site complexities with creative approaches and community-minded outcomes. We consistently deliver outcomes based on best available science to build, improve, restore and manage urban stormwater, natural water systems, habitat and ecosystems, parks and community infrastructure, and technological tools that support these efforts.

Our staff of 150+ professionals include 61 engineers (including 35 licensed professional engineers), 41 scientists (including biologists, fisheries biologists, wetland scientists, ecologists, and geomorphologists), 8 landscape architects, and numerous GIS analysts, CAD technicians, permitting experts, graphic artists, drone pilots, and climate resiliency specialists, among other complimentary disciplines. This technical depth, combined with advanced technologies and proven project delivery systems, has established us as regional leaders in water services.

Years in Business: 45

Employees: 154

Key Offices:
Herrera Portland 107 SE Washington St, Portland, OR
Herrera Seattle 2200 6th Ave, #1100, Seattle, WA
Herrera Bellingham 1329 North State St, Bellingham, WA

Available Resources

Deep Bench of Integrated, Multidisciplinary Staff Herrera's staff includes professionals from complementary disciplines including habitat restoration, wetlands management, landscape architecture, and geology to ensure solutions are multi-faceted and support holistic water management within our communities. This collaborative structure enables us to identify opportunities early in the design process, leading to solutions that maximize environmental benefits while meeting

technical performance requirements. Additionally, Herrera's deep bench allows us to perform multiple concurrent on-call task orders and quickly mobilize for fast-track work assignments. For added assurance, we have also purposely structured our team to have overlapping capacity and expertise to ensure that we will always be able to meet WES' project needs.

Industry Leadership & Expertise Four decades of solving complex water resource challenges has established Herrera as a recognized leader in the field. We've developed watershed management protocols now used across multiple jurisdictions, pioneered new approaches to stormwater treatment, and authored guidance manuals that shape regional practices. This depth of experience means we understand not just how to design solutions, but how to make them work in the real world.

Efficient Project Delivery Systems Our proven task order management approach ensures responsive, efficient execution of on-call contracts through streamlined resource allocation, clear oversight, and robust QA/QC processes. This system enables rapid deployment while maintaining consistent quality across all deliverables.

LOCAL EXPERIENCE

Herrera has over 30 years of experience in the Portland metro – and over 40 years in the Pacific Northwest – performing the types of work potentially needed under this engineering on-call contract. Herrera’s capabilities include all components of design and implementation of systems for stormwater, water recovery, and sustainable watershed management. Following are selected project examples which showcase our integrated approach in similar on-call contracts with local jurisdictions, and other relevant projects from our recent portfolio of work in the Pacific Northwest.

Similar On-Call Experience

City of Portland BES Watershed Services On-Calls (2015-2024)

Herrera held the watershed services on-call for the City of Portland Bureau of Environmental Services (BES) for the last two cycles. Most recently, for the *Restoration Site Long-term Management Manual* task, we worked with BES staff to memorialize

management requirements for over a dozen watershed improvement projects. For the *Marine Drive Levee Outfalls Decommission* task, we worked with BES to secure permits for removal or repair of eleven decommissioned outfalls along the Columbia River. For the *Stormwater Solutions for Unimproved Streets* task, we worked with BES to develop concepts for managing stormwater and improving water quality associated with runoff from unimproved streets in Portland.

Contributors: B. Busiek, K. Forester, J. Schmidt, G. Murdoff, E. McClure, J. Brown, R. Gleason

Reference: Amy Chomowicz, (503) 823-5323, amy.chomowicz@portlandoregon.gov



City of Portland BES Engineering On-Calls (2017-2024)

Herrera was also proud to hold the most recent engineering on-call for BES. Our task work supported the City in their development of multiple facilities and programs. The highlight under this on-call was the *Capitol Highway Corridor Stormwater Regional Facility Design* project, in which we designed four innovative regional stormwater facilities to provide water quality treatment and flow control for [planned street improvements on SE Capitol Highway](#). Working within challenging urban constraints, including perched groundwater, steep slopes, wetlands, and utility conflicts, we designed and permitted facilities that maximize stormwater treatment and flow control while enhancing habitat, stabilizing stream channels, and creating community amenities. Our team managed all technical disciplines including survey, geotechnical, and structural engineering to deliver comprehensive solutions. *The project won the ACEC Project of the Year in 2023.*

Contributors: B. Busiek, K. Forester, J. Brown, G. Murdoff, R. Gleason, C. West

Reference: Lisa Moscinski, (503) 823-7740, Lisa.Moscinski@portlandoregon.gov



City of Vancouver On-Calls for Stormwater Retrofit Planning and Design (2019-2024)

Leading Vancouver's ambitious stormwater improvement program, Herrera guided urban water management through two major initiatives. For the *Columbia Slope Stormwater Retrofit Study*, Herrera led a comprehensive stormwater retrofit program to protect critical water resources including the Columbia River, sensitive wetlands, and drinking water aquifers. Our technical approach combined basin-wide analysis with site-specific engineering to identify optimal retrofit locations. From an initial screening of 100+ opportunities, our team performed detailed evaluations including hydrologic modeling, geotechnical investigations, and cultural resources assessments to advance the top 10 projects to conceptual design. The projects include over three miles of green streets retrofits, five regional facilities, a pond retrofit, a swale retrofit, and a proprietary treatment vault retrofit. Each design integrates performance metrics with constructability analysis to ensure maximum water quality benefits. For the *Fourth Plain Boulevard Green Street*, we successfully managed the design and 2023 construction of eight blocks of innovative bioretention and Silva Cell retrofits on a highly congested arterial road. This project demonstrated our expertise in implementing green infrastructure solutions in a highly constrained environment.

Contributors: B. Busiek, K. Forester, C. Mitchell, J. Brown, D. Werner, J. Ogintz

Reference: City of Vancouver, Kris Olinger, (360) 487-7188, kris.olinger@cityofvancouver.com



Other Relevant Projects

WSDOT SR 167 Completion (2016-present)

Herrera is assisting WSDOT in design and permitting of one of the largest transportation projects ever funded by the State Legislature. Herrera is leading the work on three major elements of the project: 1) reclaiming and re-establishing a habitat corridor by relocating and restoring several miles of stream channels and improving aquatic, wetland, riparian, and floodplain habitat conditions throughout the project area, 2) forging a strategy for mitigating impacts to approximately 25 acres of wetlands in the project area, and 3) analyzing stormwater treatment and flow control requirements and preparing conceptual design for those facilities. Our engineers, landscape architects, hydraulic modelers, geomorphologists, fisheries biologists, wetland scientists, GIS analysts, and permitting experts are collaborating to tie all these issues together with a holistic design approach that will yield greatly improved habitat for fish and wildlife while reducing flooding of roads and adjacent lands. We are currently leading coordination of permit applications with WSDOT staff, the Puyallup Tribe of Indians, and local, state, and federal agencies.

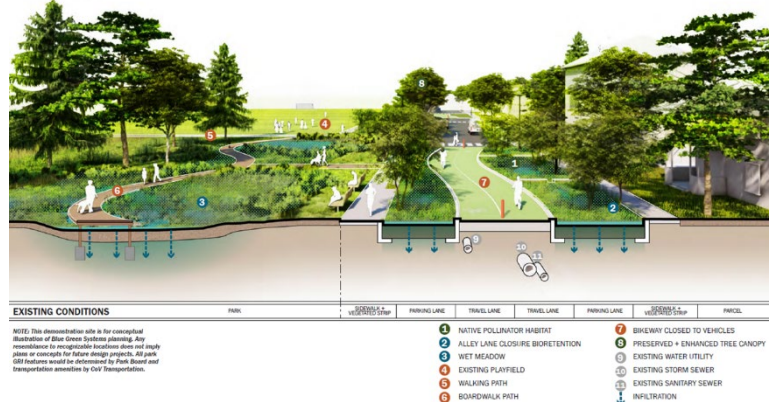
Contributors: E. McClure, K. Forester, B. Busiek, D. Werner, R. Gleason, J. Schmidt, J. Brown, G. Murdoff

Reference: WSDOT, Steve Fuchs, (360) 701-9413, FuchsS@wsdot.wa.gov



One Water and Blue Green Systems Planning (2019-present)

Herrera led development of a comprehensive "One Water" management plan for a rapidly developing, [1,000-hectare transit corridor](#) just south of downtown. Herrera worked closely with the City to develop a unified vision, assess current systems and policies, identify data gaps, and develop and utilize a comprehensive, multi-benefit assessment framework for evaluating integrated water management opportunities, including various types of distributed green stormwater infrastructure, regional green stormwater management facilities, water recovery and reuse, and a network of Blue Green Systems. The effort culminated in development of policy and program recommendations for a high-level long-term water servicing strategy for the corridor and a more detailed short-term capital plan for \$250M CAD worth of investments in the next 10 years.



In a follow-up study, Herrera worked with the City to develop [design typologies](#) to help the City conceptualize a network of Blue Green Systems, which were conceived as connected park-like streets and open spaces throughout the City that manage rainwater and floodwater, promote active transportation, connect people to parks and nature, and provide habitat for wildlife and pollinators. These Blue Green Systems are expected to be transformational in the City's response to existing water management issues (including combined sewer overflows (CSOs) and water quality); extreme rains, droughts, and sea level rise associated with climate change; as well as development, mobility, and livability pressures.

Contributors: B. Busiek, K. Forester, E. McClure, J. Schmidt, C. Mitchell

Reference: City of Vancouver, BC, Cam Owen, (604) 296-2978, cameron.owen@vancouver.ca

D Avenue Green Street (2016-2019)

The City of Lake Oswego worked to restore pavement, address flooding and drainage issues, and improve water quality along a 10-block section of D Avenue, a residential street in the First Addition Neighborhood. Herrera led landscape architecture design and provided engineering support for stormwater design of 40 rain gardens along the corridor. Our assessment identified effective approaches given site soils, vegetation, infrastructure, and other constraints. Our designers worked with the City to conduct outreach to residents to develop facility designs appropriate for site conditions, while preserving neighborhood character and meeting the maintenance constraints of City staff. We also led permitting and coordination related stormwater management manual compliance. [The project won the APWA 2019 Project of the Year Award Transportation, \\$5M to less than \\$25M Division.](#)



Contributors: K. Forester, R. Gleason, B. Busiek

Reference: City of Lake Oswego, Rob Amsberry, 503.675.3999, ramsberry@ci.oswego.or.us

PROJECT TEAM

Team Qualifications

Given the diverse range of potential projects and tasks under this contract, we have assembled a multi-disciplinary team to support WES in your mission to protect public health and our environment including Clackamas County's rivers, streams, and watersheds.

Our team of professional engineers, landscape architects, and scientists work on all aspects of water resource projects, with proven experience in the design and implementation of systems for stormwater, water recovery, and sustainable watershed management. Further, we provide experts in National Pollutant Discharge Elimination System (NPDES) permits and other regulatory requirements. We are fully equipped to tailor our project teams to your needs. Collectively, Herrera offers the following unique qualifications for this project that help advance our planning and design:

Interdisciplinary Approach We have assembled an experienced, interdisciplinary team of engineers, landscape architects, ecologists, planners, modelers, and GIS experts. At Herrera, our integrated teams routinely work shoulder-to-shoulder on projects large and small. We see the big picture and our clients benefit from the broad range of expertise available for their projects. By using an interdisciplinary approach where our diverse staff work cooperatively, we can offer innovative solutions with the most value and performance from an environmental, social, and economic perspective.

High Performing Designs Our team has collectively planned and designed hundreds of stormwater best management practices (BMPs); including green streets and regional stormwater management facilities that interface with and mimic natural systems. We are also experts at ecological restoration and enhancement. In the last fifteen years, Herrera has designed and supported construction of almost 100 projects in the Pacific Northwest involving stream and floodplain restoration, channel and bank stabilization, riparian planting, and other floodplain improvements, including tens of miles of new or restored side channels, hundreds of acres of new, enhanced, or restored wetlands, and over a thousand acres of restored or enhanced floodplain. Through these efforts we have become experts at designing systems that blend ecological restoration and urban renewal to the benefit of both the urban and natural environments.

Stormwater Systems & Water Recovery Design Our expertise in stormwater and water recovery spans from regional or district-scale to site-scale. We have designed constructed wetland complexes treating industrial watersheds, developed water quality retrofits for existing facilities, and implemented rainwater harvesting and gray water reuse systems within constrained building environments. Our approach utilizes advanced modeling capabilities for system optimization and long-term performance prediction, ensuring our designs maximize treatment effectiveness while meeting site constraints.

Development & Conservation of Water Resources Our engineers and scientists have developed innovative approaches to water resource management, supported by advanced modeling and analysis tools that optimize system performance while protecting natural resources. We employ sophisticated techniques for water availability assessment and

conservation planning, with regular collaboration between disciplines ensuring thorough analysis of both short- and long-term impacts. This integrated approach has proven successful on projects like [Bellingham's Cordata Park](#), where technical analysis directly informed sustainable design solutions.

Advanced Technical Capabilities To support our planning, analysis, and design efforts, Herrera has an elite team of modelers, who routinely perform hydrologic, hydraulic, and water quality modeling. Our staff are experts in various modeling platforms including HEC-HMS, HEC-RAS, SWMM, PC-SWMM, HSPF, MGS Flood, SBUH, RiverFlow2D, SRH2D, and Delft3D. We also routinely use GIS to assist watershed planning efforts. Our GIS software includes ArcGIS Pro, ESRI Developer Network, and ArcGIS Online and associated extensions (3D, Spatial, and Geostatistical Analyst). Our designers use CAD software (AutoCAD, Civil 3D) to develop and communicate designs to permitting authorities, construction contractors, and the public. To support our projects, we also use advanced programming (Python, R) to enable our staff to more efficiently and accurately process field data, develop model inputs, run models, and analyze and visualize outputs.

Understanding BMP Performance Herrera is nationally known for our cutting-edge stormwater performance research and feasibility testing. Our planning and design approach is unique because it incorporates a feedback loop where we learn through data collection what works and what does not work in our projects. This constant process of analysis, iteration, and learning has refined our plans and designs and benefited not only us, but the region, as we advance the science of water resources. As an example, our monitoring program revealed a region-wide concern that compost in bioretention media was contributing to a net export of phosphorus, nitrate, and copper rather than an expected reduction. Our research arm worked to develop a bioretention “polishing layer” composed of sand, iron filings, and activated alumina that eliminates pollutant export and significantly reduces key pollutants. We are now working with Washington State and several large cities including Seattle and Portland to modify their standard bioretention soil mix.

Water Quality Science We bring the latest science on emerging contaminants of concern. For example, Herrera is currently involved in seven different projects to advance our regional understanding of 6PPD-q related science. Through past projects, Herrera has unique regional expertise related to roadway pollution, including novel contaminants like 6PPD-q. In 2024, we worked collaboratively with King County, WA and national experts to develop an adaptive spatial screening model for identifying which roadways are the biggest sources of 6PPD-q as part of the [Water Quality Benefits Evaluation \(WQBE\)](#) project.

Green Stormwater Maintenance Training Herrera leads the region in developing comprehensive green stormwater resources and training programs. We have created guidance manuals, technical documentation, and educational materials that help municipalities meet stormwater permit requirements and maintain their stormwater assets across the western United States. Our training programs have reached over 7,000 professionals across Washington State alone, including public works staff, engineers, planners, and maintenance crews. This deep exposure to the concerns of maintenance staff ensures that our designs begin and end with maintenance in mind.

Our Team

Key Personnel Our in-house project team is comprised of highly trained and highly skilled key personnel who put their skills, talents, and passions toward our goal of creating economic vitality and community in a sustaining environment. Our team's current and past relevant projects and trainings are featured on their attached resumes.



Brian Busiek, PE, LEED AP will be the ***contract manager and planning lead*** for all tasks under this contract and will lead from Herrera's Portland office. Brian has managed over 100 projects in his 25+ year career, including a number of complex stormwater retrofit and ecological restoration plans and designs across North America. He has managed over a dozen other similar on-call contracts in his career, including locally for Portland BES Watershed Services, Portland Park and Recreation (PP&R), and Clean Water Services (CWS).



Kate Forester, PLA will be ***principal QA/QC lead***, and lead landscape architect. With 20 years of experience, Kate's expertise is focused on the design of stormwater and watershed restoration projects that maximize ecological function and community benefits. She specializes in restoration ecology, botany, watershed science, and stormwater design.



Ellen McClure, PWS will be ***lead watershed restoration planner and designer*** from Herrera's Portland office. With 25 years of experience, she brings an integrated physical science/engineering approach to guide the restoration of streams/rivers; floodplains/riparian habitats; freshwater and tidal wetlands; forests; and upland areas.



Colleen Mitchell, PE will be ***engineering design lead***. She leads stormwater and water reuse design work throughout Washington and Oregon. With 19 years of experience, Colleen's technical experience focuses on promoting and implementing sustainable development, integrated water systems, and green stormwater management strategies.



Jess Brown will be ***data analysis and modeling lead*** from Herrera's Portland office. He has over 10 years of experience leading data collection and analysis projects, including site characterization and project feasibility investigations. He routinely uses advanced statistics and modeling (e.g., PCSWMM, HydroCAD, MGSFlood) to evaluate design feasibility, system capacity and facility sizing.



Greta Murdoff, PWS will be ***permitting lead*** for projects from Herrera's Portland office. Greta is a natural resource manager with 25 years of professional experience, spanning environmental permitting, NEPA, floodplains, Wildlife Habitat Certification development and documentation, local wetland inventories, and stormwater design and reporting.



Jenn Schmidt, GISP will be ***GIS lead*** for projects. Jenn has 18 years of experience using spatial analysis and imaging technologies to support natural resources and urban planning and design projects. Her experience spans from prioritizing habitat restoration areas to social equity mapping to remote sensing

and drone imagery capture. Jenn is adept at synthesizing highly technical data into attractive and easily understandable visuals and tools.

Supporting Personnel Herrera's team includes staff engineers and other professionals which will support tasks from this contract as they arise. Besides our primary staff above, Brian will staff each task with the appropriate level of personnel and oversight, considering factors such as timing, capacity, budget, and level of expertise. All deliverables will be expertly managed and overseen by the highly capable and experienced team of Brian and Kate.



Carson West, PE Carson has 8 years of experience with construction cost estimates, schedules, design plans and specifications, modeling, and mapping. He frequently leads and supports field data collection efforts. He works to ensure that plans and specifications are easily understood by contractors, and that schedules and cost estimates are accurate.



David Werner, PE, PLA, LEED AP David is both a professional engineer and licensed landscape architect with 18 years of design experience working on a wide range of project types. As a civil engineer, he has worked on active transportation projects that improved safety, accessibility, and connectivity for pedestrians and cyclists. Also a licensed landscape architect, he combines both disciplines for an integrated approach to sustainable site design.



Rayna Gleason, ISA Rayna is a project ecologist, environmental designer, and ISA certified arborist with 17 years of experience. Rayna's prior experience in field botany, urban forestry, arboriculture, contract management and graphic design has helped build her ability to work on multidisciplinary projects. Her work is primarily in ecological design, habitat restoration, native planting design, vegetation monitoring, wetland delineation, and graphic renderings.



Dylan Anslow, PLA Dylan is a licensed landscape architect with a background in interdisciplinary environmental science. She has five years of experience in planting and irrigation design, ecological restoration, transportation projects, and recreation facilities. She is passionate about universal design and prioritizes accessibility in her work.



Joanna Ogintz, PE Joanna is a professional civil engineer with 24 years of experience in water quality analysis and stormwater management and treatment as well as related hydrologic and hydraulic analyses. Joanna focuses on the use of natural and manufactured stormwater treatment systems to meet regulatory program requirements for the protection of surface and ground water. She works closely with specific stormwater management guidance manuals and rules to determine site-specific project solutions.

Project Approach

Our contract manager, Brian Busiek, serves as the primary contact for WES task orders, assembling appropriate technical teams and coordinating with WES staff to initiate work efficiently. Throughout each project, our team maintains adherence to both WES protocols and Herrera's high standards for project delivery.

Project Planning and Risk Management We will identify potential technical, regulatory, and scheduling risks at the beginning of each task order. This will allow us to develop mitigation strategies and align resources appropriately from the outset. Our integrated approach ensures we consider not just immediate design needs, but also long-term maintenance requirements, environmental impacts, and community benefits. This comprehensive perspective helps ensure that our solutions are both technically sound and sustainable.

Project Delivery Approach Much of Herrera's work is performed through flexible on-call contracts. For WES projects, we will assign a dedicated project manager for every task order. This project manager will drive schedule completion, ensuring technical goals are met, and maintaining clear communication channels with WES throughout the project lifecycle. Beginning with clear visioning and stakeholder engagement to establish project goals and constraints will result in systematic execution that maintains focus on both immediate deliverables and long-term program success.

Resource Management Our web-based project planning and staffing tool enables efficient management of multiple concurrent task orders, with biweekly workload reviews ensuring resource availability six months ahead. This system supports both planned work and emergency response needs, while our administrative framework handles projects ranging from focused studies to multi-year, multi-million-dollar programs. This comprehensive approach ensures consistent delivery across all water resources engineering projects.

Quality Control and Project Execution We implement rigorous QA/QC procedures tailored to each project's scope and schedule, including both technical and editorial reviews. All deliverables undergo final review by both the project manager and Principal before submission to WES. Our track record demonstrates this effectiveness - recent cost estimates have fallen within 4-11% of bid tabs. This accuracy stems from our comprehensive understanding of water resources engineering and ability to apply lessons learned across projects, ensuring both quality and innovation in every solution.

Time-Sensitive Response Capabilities Our approach to time-critical water resources projects begins with establishing clear communication protocols and thorough understanding of WES' requirements. We quickly adapt to new information or changing conditions, while ensuring project success through early collaboration and proactive problem-solving. Our depth of local experience and established relationships with regulatory agencies, contractors, and stakeholders throughout the region, enable us to navigate challenges efficiently while maintaining momentum through project completion.

Resumes

BRIAN BUSIEK, PE, LEED AP

CONTRACT MANAGER AND PLANNING LEAD



Brian has over 25 years of experience in environmental and water resources assessment, planning, and design. He is Herrera's practice director for stormwater planning. He is an accomplished project manager and excels at leading interdisciplinary teams to characterize watersheds and their stressors and to identify the most feasible, cost-effective and value-additive solutions for those stressors. His planning expertise spans multiple scales, from municipal or watershed scale to the site scale and from the smallest Phase II jurisdictions to the largest cities on the West Coast (Portland, Seattle, Vancouver, BC). His decades of hands-on experience with data collection, GIS analyses, H&H and water quality modeling, stormwater and restoration planning and design, community engagement, and program development, allows him to effectively oversee all aspects of water resources engineering projects.

CREDENTIALS

MS in Civil/Geoenvironmental Engineering, Virginia Tech, 2002

BE in Civil/Environmental Engineering, Vanderbilt University, 1996

Professional Engineer #89827PE in Oregon, 2015

Leadership in Energy and Environmental Design (LEED) Accredited Professional, 2009

KEY PROJECT EXPERIENCE

Carli Creek Water Quality and Habitat Enhancement Design, Clackamas, OR – Data Collection, Modeling, and Concept Design Lead

Brian served as a task manager for Herrera's innovative, award-winning design of WES's flagship Carli Creek Water Quality and Habitat Enhancement project. Brian was part of the core team that developed the design. He also led data collection and management as well as the hydrologic and hydraulic modeling to support the design.

Columbia Slope Stormwater Retrofit Study, Vancouver, WA – Project Manager

Brian served as project manager on a watershed-wide planning study intended to guide implementation of water quality retrofits within the Columbia Slope Basin. Brian led the team in characterizing the basin; identifying, screening, and prioritizing retrofit opportunities; collecting hydrogeologic data to support designs; and developing detailed concept designs for the top 10 retrofit projects. The Study was completed in summer 2024.

Fourth Plain Boulevard Green Street, Vancouver, WA – Project Manager

Brian managed the design of eight blocks of bioretention and Silva Cell retrofits on Fourth Plain Boulevard in Vancouver, WA. In addition to Herrera's core design team, Brian also oversaw the work of a broad subcontracting team that included hydrogeologists, geotechnical engineers, cultural resources experts, surveyors, and a community engagement specialist. The project was constructed in 2023.

Capitol Highway Stormwater Regional Facility Design, *Portland, OR* – Project Manager

Brian managed the design and construction of four regional stormwater facilities in residential neighborhoods with challenging constraints including shallow perched groundwater, adjacent roadway embankments, steep slopes, wetlands and utility crossings. Brian and the team worked within these constraints to design and permit facilities that maximize stormwater treatment and flow control while enhancing habitat, stabilizing stream channels, and creating community amenities. Project construction was completed in 2023. The project received APWA's 2023 Project of the Year Award.

WSDOT SR 167 Completion, *Pierce County, WA* – Stormwater Design Task Lead

Brian was the lead stormwater designer for the first phase of a massive new highway project that will complete the connection of major corridors within the Seattle/Tacoma metropolitan area. The project entails construction of over eight miles of new multi-lane highways and connecting roads. The stormwater planning and design work includes delineation of drainage areas (threshold discharge areas); characterization of drainage areas for design and NEPA/ESA compliance; and selection, siting, and sizing of stormwater treatment and flow control facilities in the right-of-way.

One Water and Blue Green Systems Planning, *Vancouver, BC* – Project Manager

Brian was the project manager and lead planner for this project focused on developing an One Water plan for the 1,000-hectare Cambie Corridor. Brian led extensive internal and external engagement efforts to align around a common vision and plan for integrated water management. He worked to help the City assess their current systems and policies, identify data gaps, and develop a comprehensive, multi-benefit assessment framework and optimization tools for evaluating integrated water management programs, policies, and projects. The effort culminated in development of policy and program recommendations and a detailed 10-year capital plan for \$250 million (CAD) worth of investments. As a follow-on effort, Brian led development of a typology framework for Blue Green Systems, which are intended to manage rainwater and floodwater, promote active transportation, and reconnect people to parks and nature. The typologies are supported by illustrative and informative conceptual designs at demonstration sites throughout the City.

OTHER PROJECT EXPERIENCE

Stormwater Solutions for Unimproved Streets, *Portland, OR* – Contract and Project Manager

Restoration Site Long-term Management Manual, *Portland, OR* – Contract Manager

Marine Drive Levee Outfalls Decommission, *Portland, OR* – Contract Manager

D Avenue Green Street, *Lake Oswego, OR* – Stormwater Design QA/QC

Mt Hood Community College Stormwater Retrofit Plan, *Gresham, OR* – Project Manager

Johnson Creek Outfall Retrofit Plan and Concepts, *Gresham, OR* – Project Manager

KATE FORESTER, PLA

PRINCIPAL QA / QC AND LEAD LANDSCAPE ARCHITECT



Kate has 25 years of experience in natural resource planning and design for sustainable public uses. Key to her success has been her work including educational opportunities in site design. She specializes in restoration ecology, botany, watershed science, and stormwater design. Kate has wide-ranging project experience from retrofitting recreational amenities in large county parks, prairie restorations and turning school parking lots into food and pollinator gardens; to larger state and federal programs such as for a large wet meadow restoration within a national forest. Kate works with clients to evaluate current site conditions and develop goals for cultural programming, water quality, habitat, and public education. She writes field reports documenting current site conditions, restoration potential, and mitigation priorities. She has also written technical guidance on sustainable planting design. Kate focuses on integrating ecological function and form with cultural opportunities into natural and urban environments.

CREDENTIALS

M.L.A. in Landscape Architecture, University of Minnesota, 2009

B.S. in Environmental Studies, University of Oregon, 2006

Registered Landscape Architect #875, Oregon, 2015

KEY PROJECT EXPERIENCE

Carli Creek Water Quality and Habitat Enhancement Design, Clackamas, OR – LA Lead

Kate was the landscape architecture lead for an innovative design project undertaken for WES. Kate worked with a multidisciplinary team of engineers and scientists to improve habitat and water quality in Carli Creek by designing an integrated, regenerative strategy that addresses current hydromodification impacts to Carli Creek, implements regional stormwater treatment for current and future land use in the Carli Creek basin, and improves in-channel and riparian habitat.

Capitol Highway Stormwater Regional Facility Design, Portland, OR – LA Lead

Kate is the landscape architect for the four regional stormwater facilities that Herrera is designing for this project. Kate worked with an integrated design team to identify opportunities to enhance aesthetics by incorporating visual elements and strategic plantings while meeting other project objectives such as maximizing storage for flow control and providing maintenance access. Kate has developed restoration plans for all four facilities, met with the BES revegetation project team, and oversaw development of graphics prepared by Herrera staff for the City's public outreach.

WSDOT SR 167 Completion, Pierce County, WA – LA Lead

Kate was the lead landscape architect for the State Route 167 Stage 1B Riparian Restoration Program. The SR 167 Completion Project will construct close to 6 miles of new highway between the City of Puyallup and the Port of Tacoma amid urban and agricultural lands and within the reservation boundaries of the Puyallup Tribe of Indians. Kate co-led the stream, habitat, wetland, and floodplain design that is realigning and widening 1000s of feet of stream channel to approximate their predevelopment geomorphology and recreate an anastomosing stream system in a former peat wetland. The project will restore over 80 acres of wetlands and another 70 acres of native riparian vegetation.

One Water and Blue Green Systems Planning, Vancouver, BC – LA Lead

Herrera worked with the City to develop a Blue Green Systems typology framework that responds to a spectrum of watershed and site contexts. This framework yielded nine distinct typologies that include natural system inspirations and considerations for siting and designing them in an urban context. The typologies are supported by illustrative and informative conceptual designs at demonstration sites throughout the City. It is hoped that this study will both inspire and inform City and developer-led infrastructure investments for decades to come. Kate was the lead landscape architect assisting with workshop processes and typology development.

D Avenue Green Street, Lake Oswego, OR – Project Manager

Kate led the landscape architecture design for this 11-block street corridor that begins at State Street and ends at 10th Street. D Avenue experienced frequent flooding and contained little to no water quality treatment for stormwater that outfalls directly to Tryon Creek and the Willamette River. Sidewalks along D Avenue were also sporadic, disconnected, and were not compliant with current ADA standards. The resultant multi-functional design included a large canopy of street trees in this urban setting, specific native and pollinator plant species, and overall maximized pedestrian and habitat benefits and cohesiveness. In addition to leading the landscape design, Kate also assisted with the intensive stakeholder engagement efforts with homeowners and the neighborhood. To ensure that the street corridor met stakeholder needs while accomplishing City goals, each block has its own unique retrofit design with a new road, sidewalk, bioretention facilities for water quality treatment, and street trees. The resultant project has been highlighted as a major success by the community. Kate also collaborated with maintenance staff early in design to coordinate the effort required for successful long-term, life-cycle function.

OTHER PROJECT EXPERIENCE

Stormwater Solutions for Unimproved Streets, Portland, OR – LA Lead

Fourth Plain Boulevard Green Street, Vancouver, WA – LA Lead

Columbia Slope Stormwater Retrofit Study, Vancouver, WA – LA Lead

Johnson Creek Outfall Retrofit Plan and Concepts, Gresham, OR – LA Lead

ELLEN MCCLURE, PWS

LEAD WATERSHED RESTORATION PLANNER AND DESIGNER



Ellen has over two decades of experience in the fields of geomorphology, hydrology, and ecology. In her roles as project manager and senior technical lead, Ellen leads multidisciplinary teams working across a range of ecological settings. She brings an integrated physical science/engineering approach to guide the restoration of streams/rivers; floodplains/riparian habitats; freshwater and tidal wetlands; forests; and upland areas. Ellen works closely with colleagues and teaming partners to provide science-based solutions that are targeted directly at client questions and priorities. She oversees all stages of project conceptualization, including identification of project objectives, characterization of dominant physical processes, application of innovative approaches to promote ecological uplift, and comparison and development of design alternatives. She is responsible for developing preliminary and final design drawings, specifications, and cost estimates, with regulatory permit compliance, that translate projects into the buildable realm.

CREDENTIALS

MS in Geosciences and Civil Engineering, Oregon State University, 1998

BS with distinction in Geological Sciences, Honors Program, University of Washington, 1994

Professional Wetland Scientist #3085, Society of Wetland Scientists, 2019

Certified Senior Ecologist, Ecological Society of America, 2017

River Restoration Northwest, board member, 2021-present

KEY PROJECT EXPERIENCE

Restoration Site Long-term Management Manual, Portland, OR – QA/QC

WSDOT SR 167 Completion, Pierce County, WA – Technical Advisor

One Water and Blue Green Systems Planning, Vancouver, BC – Technical Advisor

Metro River Island North Restoration, Barton, OR – Technical Advisor

Chicken Creek Restoration, Sherwood, OR – Lead Geomorphologist

Skookum Creek Ranch Restoration, Mason County, WA – Lead Geomorphologist

Mashel River Habitat Restoration, Eatonville, WA – Lead Geomorphologist

Longfellow Creek Flood Storage, Seattle, WA – Lead Geomorphologist

Lorenzan Creek Stormwater Improvements, Concrete, WA – Lead Geomorphologist

COLLEEN MITCHELL, PE

ENGINEERING DESIGN LEAD



Colleen Mitchell is a professional civil engineer whose technical experience focuses on promoting and implementing sustainable development, integrated water systems, and low impact development stormwater management strategies. For over 19 years Colleen has designed and managed sustainable development projects, working with local and state agencies, private and public entities, utilities, and nonprofit groups. Colleen's work experience as a project engineer for the City of Bellingham, as well as a private consultant provides her with unique perspective on the design, permitting, funding, public outreach, scheduling, and long-term maintenance of projects. She led the design of the Net Zero Water systems for the Bullitt Center in Seattle, the first commercial office building to obtain a Living Building certification, as well as the Net Zero Water systems for the Bertschi School Science Classroom, the first certified Living Building in Washington State. In addition, Colleen serves as the co-chair for the Northwest Washington Branch Collaborative of the International Living Future Institute (ILFI), and has been appointed to the Living Building and Deep Green Technical Advisory Group for the City of Seattle. Her experience also includes LID incentive programs, LID retrofit plans, and urban bikeway design.

CREDENTIALS

BS in Civil Engineering, Ohio University, 2005
Professional Engineer #102731PE in Oregon, 2023
Professional Engineer #46997 in Washington, 2010
Low Impact Development Certificate, WSU Extension/Puget Sound Partnership, 2008
Living Future Accredited, International Living Future Institute
Certified Erosion and Sediment Control Lead, State of Washington

KEY PROJECT EXPERIENCE

One Water and Blue Green Systems Planning, Vancouver, BC – Technical Advisor
Fourth Plain Boulevard Green Street, Vancouver, WA – Engineering Lead
Mt Hood Winery Green Site Design, Parkdale, OR – QA/QC Lead
Judson Street Downtown LID Retrofit, Lynden, WA – Engineering Lead
Cordata Park, Bellingham, WA – Engineering Lead
Green Street Feasibility Study and Design, Alhambra, CA – Engineering Lead
City Hall Parking Lot LID Retrofit, Port Angeles, WA – Project Manager
Little Squalicum Water Quality Retrofits, Bellingham, WA – QA/QC Lead

JESS BROWN

DATA ANALYSIS AND MODELING LEAD



With over a decade of experience in environmental science and water resources engineering, Jess supports stormwater and restoration design and monitoring projects. He manages multiple water quality monitoring projects for clients such as the Oregon Department of Transportation (ODOT) and the City of Vancouver and has a strong understanding of regulatory requirements. Jess is very knowledgeable in design and implementation of robust and scientifically defensible monitoring programs. He has strong proficiency in R programming for data analysis and visualization and regularly audits R code and laboratory data as one of Herrera's in house quality assurance experts. Jess supports stormwater design projects including hydrologic and hydraulic modeling, engineering calculations, use of ArcGIS to review site information, cost estimating and construction oversight. His planning experience includes stormwater retrofit opportunity evaluation and concept design for clients such as the City of Vancouver, Thurston County, and City of Portland.

CREDENTIALS

MS in Civil and Environmental Engineering, Portland State University, 2014
BS in General Science with minors in Chemistry and Biology, University of Oregon, 2007
24-hour HAZWOPER Certified, Compliance Solutions, 2019
R Programming Course Certificate, Johns Hopkins University, 2019
Visualizing and Analyzing Environmental Data with R Course, NWETC, 2018
Certified Erosion and Sediment Control Lead, NWETC, 2017
CORMIX Mixing Zone Course, Portland State University, 2013

KEY PROJECT EXPERIENCE

Stormwater Solutions for Unimproved Streets, Portland, OR – Data Analysis Lead
Capitol Highway Stormwater Regional Facility Design, Portland, OR – Modeling Lead
Columbia Slope Stormwater Retrofit Study, Vancouver, WA – Data / Modeling Lead
Fourth Plain Boulevard Green Street, Vancouver, WA – Data / Modeling Lead
WSDOT SR 167 Completion, Pierce County, WA - Data / Modeling Support
Vancouver Watershed Health Assessment, Vancouver, WA – Data Analysis Support
Lewis and Clark College Stormwater Retrofit, Portland, OR – Data / Modeling Lead
Missoula Development Park Regional Storm System, Missoula, MT – Modeling Lead

GRETA MURDOFF, SPWS

PERMITTING LEAD



Greta has 25 years of professional experience in environmental permitting, NEPA compliance, planning, floodplain assessment, functional assessments, mitigation design and monitoring, Wildlife Habitat Certification development and documentation, habitat assessments, Stream Function Assessment Method, biological assessments, water rights, stormwater design and reporting, and compliance monitoring. Her field expertise in streams and wetlands includes conducting ordinary high-water determinations, wetland delineations, local wetland inventories, mitigation site monitoring, and threatened and endangered species surveys. She has led numerous, large-scale wetland delineation efforts and resultant mitigation design and implementation and has conducted numerous threatened and endangered plant species surveys and habitat assessments throughout Oregon. Experienced in federal and local rules and regulations, Greta works closely with public and private-sector clients, public agencies, local governments, and utilities to smoothly complete project permitting. Greta was also involved in the process of developing the latest functions and values assessment protocol for the State of Oregon.

CREDENTIALS

BS in Biology, University of Oregon, 1999

Society of Wetland Scientists Senior Professional Wetland Scientist #1502, 2005

U.S. Department of Transportation, Federal Aviation Administration, Private Pilot certification, 2002

KEY PROJECT EXPERIENCE

Marine Drive Levee Outfalls Decommission, Portland, OR – Project Manager

Restoration Site Long-Term Management, Portland, OR – Project Manager

WSDOT SR 167 Completion, Pierce County, WA – Permitting Lead and Wetlands QA/QC

SW Capitol Highway Corridor Stormwater Improvements, Portland, OR – Technical Advisor

Tillamook Southern Flow Corridor Flood Reduction, Tillamook, OR – Permitting Lead

Pierce County Pipeline Trail Design, Pierce County, WA – Permitting Lead

Badger Creek Culvert Replacement, Gresham, OR – Permitting Lead

Beaver Creek Culvert Replacement at Warnock Road, Clackamas County, OR – Project Manager

Blue Lake Regional Park Renovation, Fairview, OR – Project Manager

JENN SCHMIDT, GISP

GIS LEAD

Jenn has 20 years of experience using GIS and related technologies to analyze rivers and floodplains and map and model geospatial trends. Jenn is adept at synthesizing highly technical spatial data from multiple sources into attractive maps, tables, interactive tools, and other visuals that are tailored to be easily understood by a variety of audiences.

Through her involvement in various geomorphology, natural resources, planning, engineering, and emergency response projects, Jenn has used GIS to perform spatial analyses such as helping to identify and prioritize areas for habitat restoration; developing geospatial models to predict where wetlands exist or stream bank erosion could occur; and combining elevation sources to create topographic surfaces for use in hydraulic and hydrologic models. Jenn also has expertise in fluvial GIS analysis, such as delineating channel networks, analyzing channel reach morphology, and watershed characterization. Jenn specializes in database development, field data collection techniques, and data management, including administering SQL Server and Oracle enterprise geodatabases.



CREDENTIALS

MAS in Spatial Analysis for Public Health, Johns Hopkins, 2019

BA in Geography – GIS Emphasis, University of Washington, 2004

Penn State, Graduate Certificate in Applied Statistics, 2017

Certified Geographic Information Systems Professional (GISP), GIS Certification Institute, 2010

Visual Basic Programming Certificate, University of Washington, 2007

SQL Server Specialist Certificate, University of Washington, 2009

KEY PROJECT EXPERIENCE

One Water and Blue Green Systems Planning, Vancouver, British Columbia – GIS Lead

SR 167 Completion, Pierce County, WA – GIS Lead

Carli Creek Water Quality and Enhancement, Clackamas County, OR – GIS Lead

Restoration Site Long-term Management Manual, Portland, OR – GIS Lead

Marine Drive Levee Outfalls Decommission, Portland, OR – GIS Lead

Stormwater Solutions for Unimproved Streets, Portland, OR – GIS Lead

Stormwater Municipal Code Update, Lake Oswego, OR – GIS Lead

GIS Stormwater Mapping Support, Sammamish, WA – GIS Lead and Project Manager

Proposal Certification

PROPOSAL CERTIFICATION
RFP #2025-01

Submitted by: Herrera Environmental Consultants, Inc., a Washington corporation
(Must be entity's full legal name, and State of Formation)

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

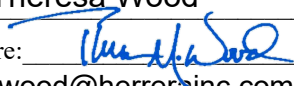
SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political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

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

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

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

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

Name: <u>Theresa Wood</u>	Date: <u>02/20/2025</u>
Signature: <u></u>	Title: <u>Vice President</u>
Email: <u>twood@herrerainc.com</u>	Telephone: <u>206-787-8203</u>
Oregon Business Registry Number: <u>519530-82</u>	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: _____