



Scope of Work and Fee Estimate

To: Shilah Olson, Wasco County Soil and Water Conservation District
shilah.olson@or.nacdnet.net

From: Zach Westfall, GSI Water Solutions, Inc.
Robyn Cook, RG, CWRE, GSI Water Solutions, Inc.

Date: June 23, 2026

RE: Claim of Beneficial Use Support for Highline Project

Dear Shilah,

As requested, GSI Water Solutions, Inc. (GSI) is pleased to provide this scope of work for water right consulting services related to Permits G-18681 (Mayfield), G-18684 (Martin), and G-18682 (Cubic). The Wasco County Soil and Water Conservation District (SWCD) helped facilitate acquisition of these permits to move irrigation water users from the Highline Ditch to groundwater. GSI's proposed scope of work, fee estimate, and schedule are provided below.

Scope of Work

Task 1 – Permit Review and Checklist Development

To meet the requirements for submitting a claim of beneficial use (COBU) report and certificate request, each of the water users will need to ensure that the permit conditions for each permit have been met. GSI will review the permits and provide the SWCD with a list of requirements to be verified by each water user. This checklist will streamline the COBU process and facilitate documentation of beneficial use during the 2026 irrigations season.

Deliverable:

- Checklist of permit conditions for Permits G-18681 (Mayfield), G-18684 (Martin), and G-18682 (Cubic)

Assumptions:

- SWCD will confirm with each water user that their permit conditions have been met (or will be met by October 1, 2026).

Task 2 – Claim of Beneficial Use Reports

The objective of this task is to prepare COBUs and certificate requests for Permits G-18681 (Mayfield), G-18684 (Martin), and G-18682 (Cubic). Activities to be completed under this task include:

- Work with SWCD to gather information regarding use of the wells and the irrigation systems used to irrigate the places of use authorized under each of the permits.
- Document compliance with the terms and conditions listed in each of the permits (static water level measurements, measuring tubes, well identification tags, etc.)
- Complete the required site visits to visually inspect and document use of water from the wells authorized by each of the permits.

CLAIM OF BENEFICIAL USE SUPPORT FOR HIGHLINE PROJECT

- Prepare 3 draft COBUs with attachments including COBU maps for your review.
- Finalize and submit the COBUs to OWRD.
- Optional – prepare requests for processing the COBUs under the Reimbursement Authority.
- Ongoing communication with OWRD during COBU processing, as necessary.

Deliverable:

- Draft and Final COBUs and certificate requests for each of the three permits.

Assumptions:

- An individual familiar with the water system associated with each permit will be present during the site visits.
- Conditions for each of the permits will be met prior to the required site visits.
- Information needed to document compliance with the permit conditions for each of the permits will be provided to GSI by the SWCD.
- The required site visit for each of the permits will be completed on the same day.

Fee Estimate

GSI's proposed fee to complete Tasks 1 and 2 is \$9,800. A breakdown of this budget estimate by task is provided in Table 1 below. This fee estimate does not include the OWRD filing fees for the COBUs (\$345 per COBU), which we have assumed you will pay directly to OWRD. If you elect to have the COBUs processed on an expedited basis under OWRD's Reimbursement Authority, there is a \$125 application fee. The fee to process the COBUs will be determined by OWRD and will be based on the complexity of the COBU. Processing fees under Reimbursement Authority can range from \$1,800 to over \$3,000 per COBU.

GSI's budget is based on an estimate of time and materials, and on our current understanding of the project. GSI is not required to perform activities in excess of this stated not-to-exceed budget. The budget may vary by task but will not be exceeded without prior approval from you. GSI's 2026 labor rates are attached.

Table 1 – Budget estimate by task.

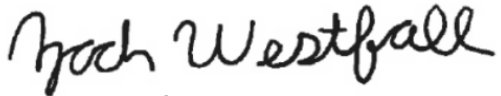
Description	Labor Hours	Labor Cost	Direct Expenses	Total
Task 1 – Permit Review and Checklist Development	8	\$1,400	\$0	\$1,400
Task 2 – Claim of Beneficial Use Reports	52	\$8,150	\$250	\$8,400
Project Totals	60	\$9,550	\$250	\$9,800

Schedule

We are prepared to begin work under Task 1 and anticipate providing the SWCD with the checklists of permit conditions for each of the permits within 4 weeks of receiving authorization to proceed. Completion of Task 2 will be dependent on the availability of needed information and the ability to schedule COBU site visits. We anticipate completing the draft COBU Reports and Certificate Requests for each of the permits within 8 weeks of completing the COBU site visits.

Our standard contract for this type of project is attached for your review and approval. If you find our scope of work and our standard agreement acceptable, please sign it and return a copy to us (by email) as your authorization for us to proceed with the project. We look forward to hearing back from you and getting started. Please do not hesitate to reach out with questions. This scope of work is valid for 60 days.

Sincerely,



Zach Westfall
Water Resources Consultant



Robyn Cook, RG, CWRE
Principal Hydrogeologist

Enclosed:

Professional Services Agreement
GSI 2026 Labor Rates



PROFESSIONAL SERVICES AGREEMENT

Client:	Wasco County Soil and Water Conservation District
Project:	Claim of Beneficial Use Support for Highline Project
Proposal Date:	Jun. 23, 2026
Not-to-Exceed Amount:	\$9,800

Wasco County Soil and Water Conservation District (CLIENT) authorizes Groundwater Solutions, Inc., dba GSI Water Solutions, Inc. (GSI), to perform the following services on the PROJECT:

Scope of Services

The attached proposal to CLIENT dated Jun. 23, 2026, presents the scope of work for this project.

Compensation

The scope of work outlined in the proposal to CLIENT dated Jun. 23, 2026, will be completed on a time-and-materials basis in accordance with the attached schedule of rates, billed as provided herein. GSI has provided you with a good faith estimate that the work should not exceed \$9,800. GSI reserves the right to adjust this amount in the event of encountering unforeseen issues relating to the project, which may arise during the time of the contract. In the event GSI must adjust cost, it will contact CLIENT at its earliest convenience to discuss adjustment of the total cost of the project. The total cost then will be subject to mutual Agreement of the parties.

Schedule

GSI will proceed with the work in a professional and expeditious manner, unless delayed by the unforeseen unavailability of necessary labor, restricted access to the work site, discovery in handling of toxic materials, delays in communications with CLIENT, insufficient or unworkable drawings or specifications, changes in the work, or any other causes beyond GSI's control. While GSI shall, at all times, conscientiously proceed with the work, the estimated time to complete this project as outlined in the proposal to CLIENT dated Jun. 23, 2026, is only for the benefit of CLIENT's general planning. The actual completion time is subject to factors listed above. GSI will not be responsible for any financing costs or other consequential damages or costs incurred by CLIENT due to delays in the completion of the project.

Terms

Services covered by this Agreement will be performed in accordance with the attached provisions and schedules. This Agreement supersedes all prior Agreements and understandings and may be changed only by written amendment executed by both parties.

GSI WATER SOLUTIONS, INC.

Wasco County Soil and Water Conservation District

Signature: 

Signature:

Name (printed): Robyn Cook

Name (printed):

Title: Principal Hydrogeologist

Title:

Date: June 23, 2026

Date:

Provisions

Authorization to Proceed

Execution of this Agreement by CLIENT will be authorization for GSI to proceed with the services, unless otherwise provided for in this Agreement.

Compensation Rates

Compensation for services provided under this agreement will be on a time and materials basis in accordance with the rates contained in the Attachment. The hourly labor rates shown in the Attachment are subject to annual adjustments effective each anniversary of the contract signing date.

Subcontracts and Direct Expenses

When services are performed on a cost reimbursement basis, a markup of 10 percent will be applied to subcontracts and outside services and a markup of 10 percent will be applied to Direct Expenses. For purposes of this Agreement, Direct Expenses are defined to include those necessary costs and charges incurred for the project including, but not limited to, the direct costs of transportation, meals, lodging, mail, shipping, equipment, supplies, laboratory test and analysis, printing and reproduction services, and certain field equipment.

All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to GSI compensation when invoicing CLIENT.

Ownership of Documents

CLIENT agrees that all original documents produced by GSI in accordance with this agreement, except documents which are required to be filed with public agencies, shall remain the property of GSI. CLIENT agrees to waive any claim against GSI and to indemnify, defend, and hold harmless GSI for any and all claims arising out of any use, not authorized in writing by GSI, of these documents by third parties not related to this Agreement.

Cost Opinions

Any cost opinions or project economic evaluations provided by GSI will be on a basis of experience and judgment, but, because GSI has no control over market conditions or bidding procedures, GSI cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

Payment to GSI

Monthly invoices will be issued by GSI for all services performed under this Agreement. CLIENT shall pay each invoice within 30 days.

In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in disputing any bill or portion thereof.

Insurance

GSI will maintain throughout this Agreement the following insurance:

- a. Worker's compensation insurance in the statutory amount of not less than \$1,000,000 for all employees engaged in the work. Owners of GSI who are exempt from worker's compensation requirements shall maintain equivalent disability insurance.
- b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of GSI or of any of its

employees, agents, or subcontractors, with \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

- d. Professional liability insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Insurance coverage in (b) and (c) above will name CLIENT as additional insured. Such insurance will be the primary coverage to GSI and CLIENT.

Before commencing work under this contract, GSI will furnish CLIENT with certificates of insurance verifying coverages and additional insureds. Certificates also will state that the insurance carrier will give CLIENT a 30-day notice of any insurance cancellation or material alteration.

Standard of Care

GSI will complete its services with the standard of care and degree of skill and diligence normally employed by professionals performing the same or similar services in the locality in which the services are performed.

Indemnification

GSI agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT from damages, liabilities, and costs to the extent such liabilities, and costs are caused by GSI's negligent acts, errors, or omissions in the performance of professional services under this agreement, or anyone for whom GSI is legally liable.

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless GSI from damages, liabilities, and costs to the extent such liabilities, and costs are caused by CLIENT's acts, errors, or omissions, or anyone for whom CLIENT is legally liable.

In the event that damages, liabilities, and costs are caused by the joint or concurrent negligence of CLIENT and GSI, they shall be borne by each party in proportion to its own negligence. This provision is intended to indemnify and hold harmless each other and each other's clients specifically in any situation in which employees, agents, and representatives commence a third party action for injuries or death otherwise covered by applicable workers' compensation laws.

Limitation of Liability

GSI's liability will, in the aggregate, not exceed \$100,000. This provision takes precedence over any conflicting provision of this Agreement or any document incorporated into it or referenced by it.

This limitation of liability will apply whether GSI's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include GSI's officers, employees, and subcontractors.

Severability and Survival

If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this Agreement for any cause.

No Third-Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than CLIENT and GSI and has no third-party beneficiaries except as provided in **Limitation of Liability**.

Materials and Samples

Any items, substances, materials, or samples removed from the project site for testing, analysis, or other evaluation will be returned to the project site unless agreed to otherwise. CLIENT recognizes and agrees that GSI at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that GSI assumes no risk and/or liability for a waste or hazardous waste site originated by other than GSI.

Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.

Integration

This Agreement incorporates all previous communications and negotiations and constitutes the entire Agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the services, general or standard terms and conditions on the Purchase Order do not apply to this Agreement.

Force Majeure

If performance of the services is affected by causes beyond GSI's reasonable control, project schedule and compensation shall be equitably adjusted.

Changes

CLIENT may make or approve changes within the general Scope of Services in this Agreement, subject to GSI approval and with appropriate adjustment for costs and time for performance. If such changes affect GSI's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement.

Termination

This Agreement may be terminated for convenience on 30 days' written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. The preceding sentence does not apply to a non-payment for services rendered, at which time, CLIENT shall be deemed to be in default and GSI may suspend services. On termination, GSI will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

Attorney's Fees

In case this Agreement is referred to an attorney for collection, suit, or action, including arbitration, by any of the parties to enforce any provision of this Agreement, the prevailing party shall be entitled to, in addition to any award of costs or disbursements provided by statute, such additional sums as the court may adjudge reasonable as attorney's fees and costs to be allowed in such suit or action, including sums allowed as reasonable attorney's fees and costs on any appeal of such suit or action.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon and venue of any action shall be in Multnomah County, Oregon.



2026 GSI Fee Schedule

Labor Category	Hourly Rate
Technical Professionals	
Principal II	\$230 - \$290
Principal I	\$215 - \$290
Senior Managing II	\$205 - \$250
Senior Managing I	\$195 - \$225
Managing II	\$185 - \$215
Managing I	\$175 - \$205
Senior Project II	\$165 - \$195
Senior Project I	\$155 - \$185
Project II	\$145 - \$180
Project I	\$135 - \$170
Staff II	\$125 - \$160
Staff I	\$115 - \$145
Other Services	
GIS/Graphics/Database	\$125 - \$175
Editor/Documents	\$125 - \$155
Administration	\$90 - \$125

The hourly rate for trial preparation and expert witness testimony is 1.5 times the standard billing rate shown above.

Expenses

- **Mileage:** IRS authorized rate/mile plus 10 percent markup
- **Direct expenses and outside services:** Cost plus 10 percent markup
- **Enterprise GIS:** \$100 per month for the duration of use

**Hourly rates are subject to annual increases on the contract anniversary date.*