

**CITY OF PORTLAND
AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES**

CONTRACT NO.

**SHORT TITLE OF WORK PROJECT:
On-Call Services for Underground Injection Control and NPDES MS4 Programs**

This contract is between the City of Portland ("City," or "Bureau") and Groundwater Solutions, Inc., dba GSI Water Solutions, Inc., hereafter called Contractor. The City's Project Manager for this contract is Joel Bowker.

Effective Date and Duration

This contract shall become effective on April 15, 2013. This contract shall expire, unless otherwise terminated or extended, on April 15, 2016.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$500,000 for accomplishment of the work. As services will be requested as needed, the City does not guarantee that the total dollar limit of the contract will be reached.
- (b) Interim payments shall be made to Contractor according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONTRACTOR DATA AND CERTIFICATION

Name (please print): Groundwater Solutions, Inc., dba GSI Water Solutions, Inc.

Address: 55 SW Yamhill St., Suite 300, Portland, OR 97204

Employer Identification Number (EIN) 93-1306385

[INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) - LEAVE BLANK IF NO EIN]

City of Portland Business License # 655331

Citizenship: Nonresident alien ☐ Yes ☒ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation
☐ Limited Liability Co.(LLC) ☐ Estate/Trust ☐ Public Service Corp. ☐ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval.

TERMS AND CONDITIONS

1. Standard of Care: Contractor shall perform all services under this contract using that care, skill and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

2. Effect of Expiration

Passage of the contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been corrected.

3. Order of Precedence

This contract consists of these Terms and Conditions, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence: a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) any exhibits attached to the contract.

4. Early Termination of Contract

(a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.

(b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to

terminate and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

5. Remedies and Payment on Early Termination

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Contractor shall pay the City all damages, costs and sums incurred by the City as a result of the breach.
- (c) If the Contractor justifiably terminates the contract pursuant to subsection 4(b), the Contractor's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Contractor shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Contractor's work product before the date of termination becomes property of the City.

6. Assignment

Contractor shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

7. Compliance with Applicable Law

Contractor shall comply with all applicable federal, state and local laws and regulations. Contractor agrees it currently is in compliance with all tax laws.

8. Indemnification for Property Damage and Personal Injury

Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Contractor, its Subcontractors, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Contractor or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or termination of this contract.

9. Insurance

During the term of this contract, Contractor shall maintain in force at its own expense, the insurance noted below:

- (a) Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027).
- (b) Commercial General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insureds, but only with respect to the Contractor's services to be provided under this Contract:

Required by operating Bureau X

Waived by operating Bureau Director or designee ____

- (c) Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable:

Required by operating Bureau X

Waived by operating Bureau Director or designee ____

- (d) Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. If insurance is provided on a "claims made" basis the Contractor shall acquire "tail" coverage or continue the same coverage for three years after completion of the contract, provided coverage is available and economically feasible. If not feasible, contractor shall notify City immediately.

Required by operating Bureau X

Waived by operating Bureau Director or designee ____

- (e) There shall be no cancellation, material change, reduction of limits, or intent not to renew any required insurance without 30 days written notice from the Contractor or its insurer(s) to the City.

- (f) Certificates of insurance. The Contractor shall furnish acceptable insurance certificates to the City showing the required insurance coverage. The certificate will specify all of the parties who are Additional Insureds. Certificates and insurers are subject to City approval. Complete policy copies shall be provided to the City upon request. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. Ownership of Work Product

All work product produced by the Contractor under this contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or

information in any form. The Contractor and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the Contractor hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Contractor is an architect, the Work Product is the property of the Contractor-Architect, and by execution of this contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets and other proprietary rights of Contractor are and will remain the exclusive property of Contractor.

11. EEO Certification: In the event Contractor provides in excess of \$2,500.00 for services to the City in any fiscal year, Contractor shall obtain EEO certification from the City.

12. Equal Benefits

Contractor must comply with the City's Equal Benefits program as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

13. 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 successors and approved assigns.

14. Severability

The parties agree that 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.

15. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

16. Errors

The Contractor shall promptly perform such additional services as may be necessary to correct errors in the services required by this contract without undue delays and without additional cost.

17. Governing Law/Venue

The provisions of this contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

18. Amendments

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

19. Business License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02 prior to beginning work under this Contract.

20. Prohibited Conduct

The Contractor shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

21. Payment to Vendors and Subcontractors

The Contractor shall timely pay all subcontractors and suppliers providing services or goods for this Contract.

22. Access to Records

The Contractor shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Contractor's books, documents, papers, and records relating to this contract at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

23. Audits

(a) The City may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by paragraph 22. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.

(b) If an audit discloses that payments to the Contractor exceed the amount to which the Contractor was entitled, the Contractor shall repay the amount of the excess to the City.

24. Electronic Signatures

The City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

25. Merger Clause

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

26. Dispute Resolution/Work regardless of disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this contract or any attachment hereto shall supersede or take precedence over this provision.

27. Progress Reports: ☐ / Applicable ☒ / Not Applicable

If applicable, the Contractor shall provide monthly progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

28. Contractor's Personnel: ☒ / Applicable ☐ / Not Applicable

If applicable, the Contractor shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.

29. Subcontractors

The Contractor shall use the subcontractors identified in its proposals. The Contractor shall not change subcontractor assignments without the prior written consent of the Chief Procurement Officer. Failure to use the identified M/W/ESB subcontractors without prior written consent is a material breach of contract.

30. Third Party Beneficiaries

There are no third party beneficiaries to this contract. Enforcement of this contract is reserved to the parties.

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

SCOPE OF WORK

The tasks outlined in this contract directly support the City's UIC and NPDES MS4 permit programs. As services will be provided on an "as-needed" basis, there is no guarantee of work to be assigned under the contract or that the total dollar limit of the contract will be reached. Work will be authorized via task order and will include one or more of the services outlined below.

I. Technical Assistance - Investigation and Analyses - including but not limited to:

A. Source Identification and Inspections

- Developing strategies for identifying and evaluating potential pollutant sources (point and non-point type sources).
- Scoping and performing pollutant source or spill investigations, may include:
 - Stormwater sampling.
 - Source sampling.
 - Soil and/or stormwater sampling.
 - Commercial product sampling.
 - Data Evaluation and Risk Assessment.

- Conducting inspections, investigations, and/or evaluations at individual City systems or of specific commercial or industrial facilities that may discharge stormwater to a City-owned system.

B. Monitoring

- Analysis and evaluation of potential impacts to soil and groundwater quality from discharges to City-owned systems - including but not limited to:
 - Groundwater fate and transport analyses (e.g., modeling).
 - Unsaturated soil fate and transport analyses (e.g., modeling).
 - Soil and/or groundwater sampling.
- Designing and implementing groundwater monitoring program to assess the impact of City systems on groundwater quality and/or drinking water wells.

C. Strategies for Non-Conforming UICs

- Developing strategies for identifying and investigating UIC systems that do not meet permit conditions.
- Evaluating strategies or alternatives for addressing UICs in areas of shallow groundwater.
- Evaluating strategies or alternatives for addressing UICs within 500 feet or the delineated 2-year time of travel of private supply wells or public drinking water wells.

D. Data Evaluation and Modeling

- Evaluating/analyzing stormwater or groundwater data as requested.
- Assisting the City in evaluating the stormwater discharge monitoring and surface water sample design and recommending appropriate changes/modifications.
- Assisting the City with statistical evaluation of surface water, stormwater and/or groundwater data.
- Scoping and performing fate and transport analysis, risk assessment, corrective actions, or data evaluation as needed.

E. BMP Evaluations

- Conducting BMP effectiveness monitoring (including laboratory analyses as needed).
- Evaluating operations and maintenance practices and suggesting alternatives or improvements to protect surface water and groundwater quality.

F. MS4 Benchmarking, Hydromodification Assessment and Retrofit Plan

- Review technical memorandums associated with the MS4 hydromodification assessment and Retrofit Plan.
- Develop recommended mitigation approaches to address any identified MS4 discharge related hydromodification impacts.
- Assist in preparations for hydromodification methodology review.
- Coordinate hydromodification assessment mitigation approaches and retrofit planning with BES's Stormwater System Plan development.
- Assist in assessing progress towards MS4 benchmarks, developing new MS4 benchmarks and writing benchmarking report sections for the City's November 1, 2014 MS4 Fourth Annual Report and July 2015 MS4 Permit Renewal submittal.

II. Technical Writing - including but not limited to:

- Preparing technical reports or plans including maps, tables, charts, figures for submittal to DEQ, technical audiences, the public, or others on the City's behalf.
- Assisting the City with revisions to existing plans or reports for submittal to DEQ.
- Preparing advanced graphics including maps, charts, tables, figures for technical reports and/or presentations.
- Reviewing and editing technical documents.
- Assist in development of, technical memorandums associated with the MS4 hydromodification assessment and Retrofit Plan.
- Preparing materials for public hearings as needed.

III. Permit Compliance - including but not limited to:

- Develop strategies for addressing UIC systems not in compliance with permit requirements.
- Prepare response to regulatory comments as needed.
- Assist in evaluation of permit requirements and recommendations for permit implementation and/or permit modifications.

- Develop, recommend and evaluate proposals designed to meet permit requirements and provide comments and/or suggest alternatives.
- Monitor and evaluate UIC and MS4 permitting, policy and programmatic trends and activities at the local, state and federal level.

IV. Program Management

- Preparation of strategic management plans including finalizing work plans for the MS4 permit required hydromodification assessment and retrofit plan.
- Work with City staff to interpret and resolve regulatory compliance issues.
- Assist with the development of policies, programs, and implementation steps to comply with the WPCF permit.
- Develop cost estimates for data planning, analysis, and regulatory compliance.
- Database development and database management.
- Schedule development and tracking for projects associated with UIC and NPDES permit compliance.
- Facilitation and preparation of minutes for the following:
 - Multijurisdictional meetings.
 - Co-permittee meetings.
 - Technical and group advisory committees, including MS4 permit hydromodification/ retrofit assessment meetings
 - Meetings with state and federal agencies as related to permit implementation and compliance.

V. Public Outreach - including but not limited to:

- Facilitation of internal and external stakeholder meetings.
- Preparing materials and agendas for public meetings.
- Website content development and update.
- Preparing fact sheets or informational flyers for distribution to the public.
- Preparing and formatting materials for public workshops and facilitating session(s).

Deliverables

Contractor shall submit a Monthly Subconsultant Payment and Utilization Report by the 15th of each month with the invoice. Additional deliverables for each specific project shall be defined in the individual Task Order.

TASK ORDERS

Contract services provided will be authorized via Task Orders issued by the City's Project Manager for this contract.

Individual projects will be assigned as project needs are identified. The scope of work, schedule, deliverables, names of any subcontractors utilized for the project, names of staff assigned and associated hourly rates, and total compensation for each project will be established in writing via a Task Order prior to commencement of the work. Contractor shall not perform any work prior to issuance of a fully-executed Task Order.

Any changes to the cost, scope of work or schedule must be agreed to by the Contractor and the City's Project Manager in writing as an amendment to the Task Order. Each assigned project will have a maximum monetary limit established in writing on the Task Order. Such maximum amount may be exceeded only upon the written amendment of the Task Order and only for documented circumstances unforeseen at the time the project was accepted, or for a necessary change in the scope of work as originally requested by the City.

The Bureau Director will approve Task Orders and Task Order amendments in the following scenarios: 1) When amending the Task Order to increase compensation is greater than 25% of the original Task Order amount or 2) When a Task Order exceeds \$75,000.

WORK PERFORMED BY THE CITY

The City will determine the scope of work for each project. The City shall assign a project manager to oversee Contractor's work and provide support as needed. Other specific duties the City will perform for each project shall be identified in the individual Task Order.

CONTRACTOR PERSONNEL

The Contractor shall assign the following personnel to do the work in the capacities designated:

NAME	ROLE ON PROJECT
Matt Kohlbecker, RG	Project Manager, WPCF Task Lead
Heidi Blischke, RG	Technical Support
Rod Struck, RG	WPCF Support
Julie Wilson, PhD	Public Outreach Lead
Libby Smith	UIC and MS4 Support
Jill Carroll	Content Editing/Process Management Support

SUBCONTRACTORS

The Contractor shall assign the following subcontractors to perform work in the capacities designated:

NAME	ROLE ON PROJECT
Counterpoint Consulting	Technical Support
Lanier Consulting	MS4 Task Lead
Brown and Caldwell	Technical Support

The City will enforce all diversity in workforce and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Contractor in its Proposal. For contracts valued \$100,000 or more, the Contractor shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subcontractors employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=119851>.

COMPENSATION

Contractor will be paid based on its hourly rates, costs incurred in paying its subcontractors, if any, plus any authorized expenses as set forth in more detail below.

Compensation for each Task Order will be determined through negotiation based on the scope of work, the hours Contractor estimates for performance of the work and Contractor's hourly rates, subject to a predetermined cap for the maximum compensation for the particular Task Order. If the work requires fewer hours than those estimated, Contractor will be paid for the actual hours necessary to complete the Task Order. If Contractor underestimates the number of hours that are required to perform the work, the negotiated maximum compensation for the Task Order shall be the cap of the compensation to be paid. Compensation may be amended for documentable circumstances not reasonably foreseeable to either party at the time the Task Order was issued, or for changes to the scope of work or deliverables requested by the City.

Hourly Rates

The billing rates shall not exceed those set forth below:

Labor Classification GSI Water Solution	Direct Labor Cost	Hourly Billing Rate
Principal	\$53.32-\$69.87	\$165.29-\$216.60
Senior	\$37.85-\$59.76	\$117.34-\$185.26
Project	\$31.24-\$38.26	\$96.84-\$118.61
Senior Staff	\$22.60-\$33.09	\$70.06-\$102.58
Staff	\$21.32-\$27.19	\$66.09-\$84.29
GIS/Graphics	\$22.60-\$36.22	\$70.06-\$112.28
Editor/Documents	\$31.42-\$34.00	\$97.40-\$105.40
Administration	\$19.57-\$39.31	\$60.67-\$121.86
Subconsultant Rates		
Counterpoint Consulting	\$45.00	\$100.00
Lanier Consulting	\$63.00	\$127.00
Brown and Caldwell:		
Supervising Engineer	\$64.00-\$70.00	\$206.00-\$225.00
Senior Engineer	\$38.00-\$43.00	\$125.00-\$142.00

Engineer III	\$33.00-\$37.00	\$110.00-\$123.00
Administrative/Accounting	\$20.00-\$32.00	\$70.00-\$108.00

Hourly billing rates shall include the following non-reimbursable expenses: fringe benefits, payroll bonuses, autos and other defined perquisites, telecommunications, facsimile services, overhead expenses including but not limited to local and long distance telephone, parking, delivery/courier, general business and professional liability insurance, advertising costs, postage, internal copying, lease of office equipment, mileage and other local travel costs, information technology (including computer time and CAD services and other related highly specialized equipment), all other direct costs not identified as reimbursable, other indirect costs and profit.

Hourly rates shall remain the same through the 3-year term of the contract.

Reimbursable Costs

Any reimbursable costs shall be specifically identified in the contract and/or task order. City will not reimburse Contractor for costs, including travel expenses, not specifically identified in the contract and/or task order as payable. Allowable costs will be reimbursed without mark-up.

If travel (transportation, lodging and per diem) of Consultant is specified in the contract and/or task order, costs will be reimbursed in accordance with the City's Travel Expense Guidelines which are based on the General Services Administration (GSA) per diem rates. Generally, City will allow reimbursement of travel costs only if travel is directly attributed to specific tasks and to a location outside a 100-mile radius of Consultant's project office.

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. The markup on subconsultant services for this contract is 5%.

Progress Payments

On or before the 15th of each month, the Contractor shall submit to the City's Project Manager an invoice for work performed by the Contractor during the preceding month. The invoice shall contain the City's Contract Number and Task Order number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Contractor shall also attach photocopies of claimed reimbursable expenses, if applicable. The Project Coordinator shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Contractor shall develop a billing format for approval by the City.

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any bill, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The Contractor shall make full payment to its subcontractors within 10 business days following receipt of any payment made by the City to Contractor.

PAYMENT TERMS: Net 30 Days

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

CONTRACTOR CERTIFICATION I, undersigned, am authorized to act on behalf of entity designated below, hereby certify that entity has current Workers' Compensation Insurance.

Contractor Signature Julie Van Date 2/7/2013 Entity GSI

If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.

SECTION B

ORS 670.600 Independent contractor standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature _____

Date _____

SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:
 - _____ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
 - _____ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
 - _____ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
 - _____ D. Labor or services are performed only pursuant to written contracts;
 - _____ E. Labor or services are performed for two or more different persons within a period of one year; or
 - _____ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature _____

Date _____

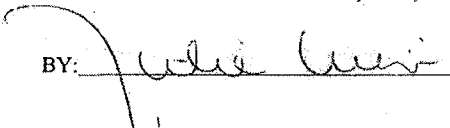
CONTRACTOR SIGNATURE:

This contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this contract by reference, and the STATEMENT OF THE WORK made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

GROUNDWATER SOLUTIONS, INC., dba GSI WATER SOLUTIONS, INC.

BY:  Date: 2/7/2013
Name: Julie Wilson
Title: Senior Environmental Scientist

Contract No. _____

Contract Title: On-Call Services for Underground Injection Control and NPDES MS4 Programs

CITY OF PORTLAND SIGNATURES:

By: n/a Date: _____
Bureau DirectorBy: n/a Date: _____
Chief Procurement OfficerBy: _____ Date: _____
Elected Official

Approved:

By: n/a Date: _____
Office of City Auditor

Approved as to Form:

By: Mark Hoffman Date: 2/14/13
Office of City Attorney

185917

Client#: 334885

GROUNSO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/08/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kibble & Prentice, a USI Co PR 601 Union Street, Suite 1000 Seattle, WA 98101		CONTACT NAME: PHONE (A/C, No, Ext): 206 441-6300 E-MAIL: PI.Certrequest@kpc.com ADDRESS:		FAX (A/C, No): 610-362-8528	
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Admiral Insurance Company		24856	
		INSURER B: SAIF Corporation		36196	
		INSURER C: Hartford Fire Insurance Company		19682	
		INSURER D: Sentinel Insurance Company Ltd.		11000	
		INSURER E:			
		INSURER F:			

INSURED
 Groundwater Solutions, Inc.
 dba: GSI Water Solutions, Inc.
 55 SW Yamhill, Suite 400
 Portland, OR 97204

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			FEIECC1124900	11/16/2012	11/01/2013	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY			52UECJR8875	11/16/2012	11/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			738154 (OR)	11/01/2012	11/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	52WECDL0396 (CA & ID)	10/01/2012	10/01/2013	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			FEIECC1124900	11/16/2012	11/01/2013	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: On-Call Services for UIC and NPDES MS4 Programs.

The General Liability policy includes a blanket automatic Additional Insured endorsement that provides Additional Insured status to the City of Portland, and its agents, officers, and employees only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

CERTIFICATE HOLDER

CANCELLATION

City of Portland
 Attn: Joel Bowker
 1120 SW 5th Avenue
 Suite 1000
 Portland, OR 97204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





GSI Water Solutions, Inc., Ground Water Solutions; dba
Endorsement Number: 5

Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 11/16/2012 attaches to and forms a part of Policy Number
FEI-ECC-11249-00. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.