

CONTRACT NO. C36325

FOR

Source Control Technical Assistance

Pursuant to Ordinance No. \_\_\_\_\_

This Contract was made and entered by and between GSI Water Solutions, hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

1. This contract is hereby extended through October 25, 2011. The contract term may be extended for up to four additional one-year periods upon mutual agreement of the parties and by written amendment.
2. The City continues to require professional services for identifying sources of sediment and contamination within the City's stormwater outfall drainage basins located in and near the Portland Harbor Superfund Site, and determining appropriate source control activities. Additional compensation is necessary for the work anticipated through October 25, 2011, and shall not exceed \$650,000.
3. The contract amount of \$3,853,000 is increased by \$650,000, for a new not-to-exceed total contract amount of \$4,503,000.
4. Adjustment of Hourly Rates. Annual adjustment of hourly rates will be considered upon written request from Contractor. Approval of a request for rate increases is solely within the City's discretion and under no circumstances is the City obligated to approve such a request.

Rate increases are subject to the following limitations:

- No more than one increase shall be granted per contract year;
- Rate increases may not exceed the then-current average inflation rate for the Portland Metropolitan Area (as determined from the US Department of Labor statistics and certified by the City of Portland Auditor);
- Rate increases shall not be retroactive.

Other than the impact of inflation as described above, hourly rates may not be increased.

All other terms and conditions shall remain unchanged and in full force and effect.

CONTRACTOR SIGNATURE:

This contract amendment 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 contract amendment.

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

**GSI Water Solutions**

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

Contract No. 36325 Amendment/Change Order No. 5

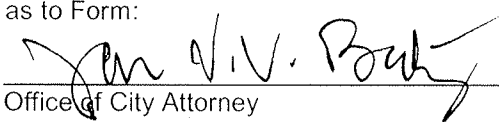
Contract Title: Source Control Technical Assistance

CITY OF PORTLAND SIGNATURES:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Procurement Officer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Elected Official

Approved:  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of City Auditor

Approved as to Form:  
By:  Date: 9.22.10  
Office of City Attorney