

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

CONTRACT NUMBER _____

TITLE OF WORK PROJECT
On-Call Technical Support Services for the Columbia Slough Sediment Program

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

Effective Date and Duration

This contract shall become effective on May 22, 2013. This contract shall expire, unless otherwise terminated or extended, three years from the effective date.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$500,000 for accomplishment of the work.
(b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONSULTANT 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

Consultant 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 Consultant 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, Consultant shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.
- (c) If the Consultant justifiably terminates the contract pursuant to subsection 4(b), the Consultant'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 Consultant shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Consultant's work product before the date of termination becomes property of the City.

6. Assignment

Consultant 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 subconsultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subconsultants are employed in the performance of this Agreement, the Consultant and its subconsultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

7. Compliance with Applicable Law

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

8. Indemnification for Property Damage and Personal Injury

Consultant 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 Consultant, its Subconsultants, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Consultant 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

Consultant shall obtain and maintain in full force at Consultant expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

- (a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Consultant and all subconsultants shall maintain coverage for all subject workers.

Required and attached or Proof of exemption (i.e., completion of Workers' Compensation Insurance Statement)

- (b) General commercial liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Required and attached or waived by Bureau Director or designee

- (c) Automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Required and attached or waived by Bureau Director or designee

- (d) Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Consultant under this contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$2,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Consultant may have claims-made policy in an amount not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, if the Consultant obtains an unlimited extended reporting period or tail coverage.

Required and attached or waived by Bureau Director or designee

Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from Consultant to the City. If the insurance is canceled or terminated prior to completion of the Contract, Consultant shall immediately notify the City and provide a new policy with the

same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Consultant's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Certificate(s) of Insurance: Consultant shall provide proof of insurance through acceptable certificate(s) of insurance, including all relevant endorsements, to the City prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Consultant shall pay for all deductibles and premium. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

Subconsultant(s): Consultant shall be able to provide evidence upon City's request that any subconsultant, if any, performing work or providing goods or service under the Contract has the applicable types and amounts of coverages as required herein or that the subconsultant is included under Consultant's policy.

10. Ownership of Work Product

All work product produced by the Consultant 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 Consultant 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 Consultant 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. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Consultant 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 Consultant is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this contract, the Consultant-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 Consultant are and will remain the exclusive property of Consultant.

11. EEO Certification

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

12. Equal Benefits

Consultant 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 Consultant 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 Tax Registration

The Consultant shall obtain a City of Portland business tax registration number as required by PCC 7.02 prior to beginning work under this Contract.

20. Prohibited Conduct

The Consultant 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 Subconsultants

The Consultant shall timely pay all subconsultants and suppliers providing services or goods for this Contract.

22. Access to Records

The Consultant shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Consultant'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 Consultant exceed the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City.

24. Electronic Signatures

The City and Consultant 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 Consultant 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 /_X_/ Not Applicable

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

28. Consultant's Personnel: /_X_/ Applicable /___/ Not Applicable

If applicable, the Consultant 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. Subconsultants

The Consultant shall use the subconsultants identified in its proposals. The Consultant shall not change subconsultant assignments without the prior written consent of the Chief Procurement Officer. Failure to use the identified M/W/ESB subconsultants 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 Columbia Slough Sediment Program (CSSP). 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.

Task 1: Source Investigation and Control

This task supports both desktop and field work needed to identify and control priority contaminant sources that may impact conditions in or near City stormwater pipes. This task includes the following work:

Subtask 1.1: Source Identification

- a. Identify contaminants of concern and transport pathways for select City outfall basins.
- b. Review current and historic data and information to identify potential upland sources of contamination for select City outfall basins.
- c. Review and summarize available data (Historic site information and maps; DEQ and City files; existing analytical data and monitoring reports; RI/FS reports, etc.) for select City outfall basins.
- d. Identify data gaps and actions to address data gaps.
- e. Present findings.
- f. Assist BES staff with prioritizing areas for further investigation.

Subtask 1.2: Source Investigation and Control

- a. Develop strategies, actions, workplans and schedules to investigate and control sources.
- b. Assist BES staff with investigation or inspection of sites as needed.
- c. Lead or implement data collection efforts as needed.
- d. Review and apply collected data to identify sources for additional investigation and control.
- e. Present findings. Develop strategies, actions and timelines to control identified sources.

Task deliverables may include, but are not limited to:

- Reports, summaries and other tools needed to convey findings and recommendations.
- Workplans, scopes and schedules as needed to further source investigation and control work.
- Maps, graphs, data tables, databases, and other data management tools needed to organize and present relevant information.

Task 2: Monitoring and Contaminant Loading Evaluation

This task is intended to support the Columbia Slough Sediment Program by: 1) developing a repeatable, cost-effective approach that can be used to estimate and/or measure pollutant loading from multiple City stormwater outfalls within the Slough Watershed; 2) developing a methodology to evaluate the effectiveness of source control actions designed to control pollutants; and, 3) establishing an early warning system that will help estimate trending of an area toward or away from recontamination. This task can include a range of possible tools including, but not limited to: pollutant load modeling, targeted or in-line sediment or stormwater sampling, and other approaches that meet the following objectives:

- **Performance monitoring** – Evaluate the effectiveness of actions and projects implemented to control and/or remove pollutants from the City stormwater system.
- **Source characterization monitoring** – Sampling efforts to characterize existing sources, measure the effectiveness of actions designed to reduce contaminant loading, and inform source control decisions.
- **Pollutant load evaluation** - Estimate current and future pollutant loading from City stormwater outfalls given a range of pre and post source control conditions.

- **Recontamination evaluation** – Identify an allowable range of pollutant concentrations to prevent recontamination of Slough sediment. Estimate sediment concentrations for pollutants of concern at the end of pipe following source control and remedy implementation. This allowable range of concentrations will serve as a benchmark for comparison with actual post-remedy monitoring data (stormwater and sediment). If post-remedy loading concentrations are increasing too rapidly or outside the allowable concentrations, a trend toward recontamination may be identified early and additional source control measures may be implemented.
- **Natural attenuation** - Estimate the time for natural attenuation in Slough sediment of City-specified target pollutants (PCBs, PAH, DDT, etc.)
- **No further action determination** - provide a methodology to help support a No Further Action (NFA) determination from DEQ for sediment in identified segments of the Columbia Slough; or to make a determination that additional measures are necessary to further control contaminant sources in an outfall basin (primarily private discharges to City stormwater pipes).

The City is currently testing a hybrid strategy that uses in-line sediment and stormwater sampling combined with a sediment recontamination model (SEDCAM) at one City stormwater outfall to meet the objectives identified above. Once complete, the City will determine if this hybrid approach satisfies project goals or whether other decision tools are needed.

Development and application of future methodologies for performance monitoring and/or contaminant loading evaluation modeling are anticipated to include the following tasks:

Subtask 2.1: Research and Development:

- a. Develop strategies and actions to refine/meet the goals and objectives listed above.
- b. Review new or existing methods or models that may meet project objectives.
- c. Develop an integrated approach that meets project objectives.

Subtask 2.2: Work Planning:

- a. Plan and implement the recommended approach, including any necessary data collection.
- b. Evaluate and select study areas.
- c. Conduct a data gaps analysis to assess data needs.
- d. Identify how collected data will be analyzed, evaluated and presented.
- e. Prepare work plans, schedules, sampling plans or other documents needed to implement selected approach.

Subtask 2.3: Data Collection and Analysis

- a. Oversee or participate in data collection efforts.
- b. Review, apply and manage data.
- c. Develop conclusions and prepare reports to convey findings.

Subtask 2.4: Development and Implementation

- a. Develop and implement tools (models, methods, etc.) appropriate to meet project goals and objectives.
- b. Implement, apply and evaluate results of selected approach.
- c. Present findings and recommendations.
- d. Develop draft and final reports that describe the results and recommendations.

Task 2 deliverables may include, but are not limited to:

- Workplans, schedules and other materials needed to present selected approaches and procedures.
- Reports and other materials needed to present findings and recommendations.
- Predictive models, data management structures, and graphical tools needed to track data and convey findings and recommendations.

Task 3: Characterization, Remediation, and Monitoring

This task involves characterizing the nature and extent of risk posed by contaminated Slough sediment and for evaluating, selecting, implementing and monitoring remedies designed to address contaminated Slough sediment. The objective of this task is to gather information sufficient to support an informed risk management decision regarding which remedy (including institutional controls and natural attenuation) appears to be most appropriate for a given site. Task 3 activities may include, but are not limited to:

Subtask 3.1: Project Scoping

- a. Review and analyze existing data and information.
- b. Perform preliminary assessments.
- c. Develop strategies and actions to implement site characterization, remediation and monitoring.
- d. Scope project tasks.
- e. Develop project criteria including Remedial Action Objectives or Applicable or Relevant and Appropriate Requirements.
- f. Provide regulatory leadership and support.

Subtask 3.2: Site Characterization

- a. Develop and implement focused environmental investigations necessary to identify environmental impacts or sources.
- b. Prepare sampling and analysis plans and health and safety plans.
- c. Review, apply, interpret and manage environmental data.
- d. Develop and present findings and recommendations.
- e. Provide regulatory leadership and support.

Subtask 3.3: Risk Assessment

- a. Collect and evaluate relevant data.
- b. Assess toxicity and exposure.
- c. Characterize risk.
- d. Research and develop actions and strategies to address identified risk.
- e. Provide regulatory leadership and support.

Subtask 3.4: Feasibility Study

- a. Develop, evaluate and recommend alternatives to address identified risks. Because of the unique nature of the City system, alternatives are likely to require multi-dimensional approaches that include policy, programmatic and physical actions.
- b. Assess aquatic, riparian, and upland conditions as needed to develop remedies that support the Portland Watershed Management Plan and the Columbia Slough Watershed Action Plan.
- c. Conduct treatability testing if needed.
- d. Develop, lead and coordinate technical and policy advisory committees to assist in activities, serve as a review board for important deliverables, and monitor project progress.
- e. Provide regulatory leadership and support. Negotiate requirements; prepare regulatory permits and compliance documents.
- f. Lead and coordinate stakeholder outreach.

Subtask 3.5: Remedy Implementation

- a. Lead, oversee and participate in remedy selection.
- b. Lead project planning and implementation.
- c. Design and oversee implementation of selected remedy.
- d. Develop design drawings, technical specifications, regulatory documents, project workplans and related materials.
- e. Provide regulatory leadership and support.
- f. Negotiate compliance requirements; prepare regulatory permits and compliance documents.
- g. Lead stakeholder coordination and outreach.

Subtask 3.6: Post Remediation Monitoring and Reporting

- a. Develop a long-term source control strategy and targets.
- b. Identify and implement long-term monitoring efforts.
- c. Develop performance monitoring plans to track the effectiveness of remedies implemented to improve sediment quality.
- d. Develop a methodology to provide "early warning" of possible recontamination (model or other tool(s)).
- e. Collect and evaluate long term monitoring data and information.
- f. Assess performance and recommend adaptive management strategies.
- g. Provide regulatory leadership and support.
- h. Lead stakeholder coordination and outreach.
- I. Develop reports as needed.

Task 3 deliverables may include, but are not limited to:

- Decision tools, methodologies, standards and processes to guide decisions.
- Regulatory compliance documents including Remedial Investigation/Feasibility Studies, Risk Assessments, Records of Decision, Community Outreach Plans, etc.
- Project work plans, sampling and analysis plans, health and safety plans, and other project documents as needed.
- White papers, technical memos, maps, databases, meeting minutes and other materials needed to convey technical information, strategies, recommendations, decisions, and other project information.
- Community relations plans, outreach materials and related materials.
- Standing committees or groups focused on policy, technical and stakeholder issues.

Task 4: Long Term Monitoring

Much of the work identified in task 4 is discussed in the *Columbia Slough Watershed Long Term Monitoring Plan (LTMP), August 2007*. The objectives of the LTMP are to: 1) identify and measure the effectiveness of actions implemented over time to that improve sediment quality and watershed health, 2) measure watershed conditions over time; and, 3) ensure programs and projects implemented in the Columbia Slough Sediment Program are integrated with City work to meet watershed health goals. The LTMP includes actions specifically intended to meet requirements of the Columbia Slough Record of Decision, as well as work intended to provide data needed to track long term watershed health trends. Data and information collected in this task will be used to evaluate the effectiveness of current actions, inform management decisions and identify next steps. Work associated with this task may include, but is not limited to:

Subtask 4.1: Sediment Sampling – Slough wide sediment sampling is performed at ten year intervals to characterize slough sediment conditions and long term trends in pollutant concentrations.

- a. Evaluate and apply existing data to identify future sampling needs.
- b. Develop Sediment Sampling Workplans (currently scheduled for 2015).
- c. Lead sediment sampling effort (currently scheduled for 2016).
- d. Evaluate and apply data to identify trends and inform decision-making.
- e. Develop summaries and reports as needed.

Subtask 4.2: Fish-Tissue Sampling - Slough wide fish-tissue sampling is performed at ten year intervals to examine fish-tissue concentrations of target analytes.

- a. Evaluate and apply existing data to identify future sampling needs.
- b. Develop fish-tissue sampling workplans (currently scheduled for 2014).
- c. Lead fish-tissue sampling (currently scheduled for 2015).
- d. Evaluate and apply data to identify trends and inform decision-making.
- e. Develop findings and recommendations.
- f. Develop summaries, reports and other relevant materials to convey findings and recommendations.

Subtask 4.3: Angler Surveys – Angler surveys are performed at approximately five year intervals. The main objectives of monitoring angling activity in the Slough are to: 1) measure the level of awareness of fish contamination issues and the Oregon Department of Human Services Columbia Slough Fish Advisory amongst anglers, 2) evaluate the effectiveness of public outreach education efforts about the fish advisor in modifying fishing or consumption behaviors, 3) determine the demographic features of the angling population to assist in effectively targeting education and outreach, and 4) to provide technical information such as fish consumption rates. Work associated with this subtask may include, but is not limited to:

- a. Evaluate and apply existing data and information.
- b. Develop workplans and survey forms to collect data and information.
- c. Lead angler surveys (currently scheduled for 2014).
- d. Evaluate and apply data to identify trends and inform decision-making.
- f. Develop summaries, reports and other relevant materials to convey findings and make recommendations.

Subtask 4.4: Watershed Restoration and Monitoring – Additional monitoring activities are performed as needed to evaluate watershed health and long term trends. Work performed in this subtask may include, but is not limited to:

- a. Conduct assessment of aquatic, riparian, wetland and upland habitat conditions as needed to provide direction regarding remedy implementation, natural resource impact assessment, implementation of the Columbia Slough Sediment Program Watershed Action Plan (WAP), the LTMP, or other actions intended to reduce risk to human and aquatic life.
- b. Assess, identify and recommend environmental restoration, enhancement or outreach efforts that may complement actions taken to address contaminated sediment or other impacted environmental media.
- c. Threatened Salmonid Species Evaluation/Fish Surveys – including presence/absence, spawning surveys, rapid bioassessment, smolt surveys, etc. particularly in the Lower Slough.
- d. Stormwater Sampling- evaluate the pollutant load contributed by urban stormwater runoff from various types of land uses around the City.
- e. Macroinvertebrate Monitoring – monitoring of benthic organisms to assess overall ecosystem health and as an indicator of food resource adequacy for supporting other aquatic species.
- f. Vegetation Monitoring – conduct vegetation surveys and monitoring to determine the type, quantity, location and condition of vegetation at target sites.
- g. In-stream Conditions Assessment - to assess water quality, hydrology and flow.

Task 4 deliverables may include, but are not limited to:

- Sediment sampling workplan, fish-tissue sampling workplan, angler survey workplan, and other project workplans as needed.
- Technical reports or memos detailing the results and recommendations of sediment sampling, fish tissue sampling, and angler survey.
- White papers, technical memos, maps, databases, meeting minutes and other materials needed to convey technical information, strategies, recommendations, decisions, and other project information.
- Decision tools, methodologies, and processes to guide decisions regarding long-term program implementation and actions.

Task 5: Data Collection and Analysis

This task supports collection, analysis, management and presentation of environmental data and information related to tasks identified in this scope of work. This task includes the following range of activities:

Subtask 5.1: Data Collection

- a. Identify goals and objectives of data collection effort.
- b. Develop strategies and actions to collect and apply environmental data.
- c. Develop workplans, health and safety plans, standard operating procedures, data collection forms and related documents to direct project implementation.
- d. Collect environmental data including catch basin sediments, in line sediment (possibly requiring confined space entry), soil, sediment, stormwater, or other media as appropriate.

Subtask 5.2: Data Analysis and Reporting

- a. Review, analyze and manage data.
- b. Identify implications of data and data gaps.
- c. Develop findings and recommendations.
- d. Present data, findings and recommendations to a wide variety of audiences using a broad range of written, verbal and graphical tools.

Task 5 deliverables may include, but are not limited to:

- Sampling plans, standard operating procedures, health and safety plans, field forms.
- Schedules and cost estimates.
- Reports and technical memos, charts, graphs, maps and other materials that present findings and recommendations.
- Data management structures (spreadsheets, databases, GIS-datasets, etc.) needed to support the work.
- Presentation materials and supporting information.

Task 6: Technical Writing

This task provides for assistance with reviewing, developing, and editing technical reports, plans or other documents associated with the Columbia Slough Sediment Program. The following types of activities are included in this task:

- Reviewing, preparing or editing 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;
- Preparing advanced graphics including maps, charts, tables, figures or other materials as needed;

Task 6 deliverables may include, but are not limited to:

- Technical reports and other program documents
- Workplans, schedules and budgets
- Written materials to convey and present information

Other Deliverables

Consultant 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 subconsultants 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. Consultant 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 Consultant 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 has assigned a project manager to oversee the successful Proposer's work and provide support as needed. Specific duties the City will perform shall be identified in the individual Task Orders. Example of duties the City may perform include:

- Existing data and information pertaining to a project
- GIS coverage and data management structures (raw data, spreadsheets, databases, etc.)
- Survey data
- Geotechnical data
- Utility line identification
- Wetland Delineations (if needed)
- Federal, State & City Permit Application
- Environmental Assessment/Data collection and analysis
- Hydraulic Modeling
- CADD or drafting services
- Access agreements with other governmental agencies
- Comments on deliverables and plan sets
- Design of vegetative components for project

PROJECT MANAGEMENT AND COMMUNICATION

Project Management Roles

The primary responsibilities of the Consultant's Contract Manager are:

- Communicate and coordinate with City's Project Manager.
- Monitor the progress and performance of Consultant's personnel and subconsultants. Ensure services and deliverables conform to contract and task order specifications and schedules.
- Review invoices for accuracy and consistency with contract terms prior to submittal to the City.
- Identify where the performance of Consultant's staff or subconsultants is deficient and exercise remedies as appropriate.
- Resolve disputes in a timely manner.
- Document significant events.
- Maintain appropriate records.

The primary responsibilities of the Consultant's Task Leads are:

- Task planning and implementation in cooperation with the City's Project Manager. Planning and oversight of project scope, schedule and budget.
- Define task scope, goals and deliverables. Develop project approach or project plans in cooperation with City's Project Manager.
- Identify and secure required Consultant resources. Manage Consultant resources through project completion.
- Assemble and coordinate project team as requested by City's Project Manager. Provide direction and support to project team through task completion.
- Perform quality assurance reviews ensuring Consultant work products meet task order specifications.
- Constantly monitor and communicate progress and challenges of the task to City's Project Manager and Consultant's Contract Manager.
- Present reports defining task progress, problems and solutions as needed, and as specified by the Contract and applicable Task Orders.
- Implement and manage project changes and interventions to achieve task objectives and deliverables.
- Evaluate and assess project work products and results.

The primary responsibilities of the City's Project Manager are:

- Communicate and coordinate with Consultant's Contract Manager and Task Leads.
- Review invoices and authorize payments ensuring accuracy and consistency with contract terms.
- Work with Task Lead to define task scope, goals and deliverables. Develop task orders, project approach or project plans in cooperation with Consultant's Task Lead.
- Task planning and implementation in cooperation with Task Lead.
- Planning and oversight of City efforts to complete task scope and schedule.
- Monitor the progress and performance of task order scopes and schedules. Work with Consultant to ensure work products conform to contract and task order specifications.
- Identify and communicate work product or project deficiencies to Contract Manager and Task Leads. Exercise remedies, as appropriate, where the City's performance of their responsibilities is deficient.
- Resolve disputes in a timely manner.
- Document significant events.
- Maintain appropriate records.

Communication

Communication regarding overall contract performance and management shall be between City's Project Manager and Consultant's Contract Manager. City's Project Manager shall work directly with Consultant's Task Leads to develop scope for individual task orders and during performance of the work. City's Project Manager will communicate with the Task Lead regarding task order project performance or to discuss any issues. If an issue cannot be resolved with the Task Lead, City's Project Manager will elevate the issue to the Consultant's Contract Manager for resolution.

CONSULTANT KEY PERSONNEL

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

NAME	ROLE ON PROJECT	CLASSIFICATION
GSI Water Solutions		
Julie Wilson, PhD	Contract Manager and Task Lead for Task 4: Long Term Monitoring	Senior
Julia Fowler, PE	Task Lead for Task 1: Source Investigation and Control	Senior
Matt Kohlbecker, RG	Task Lead for Task 2: Monitoring and Contaminant Loading Evaluation	Project
Heidi Blischke, RG	Task Lead for Task 3: Characterization, Remediation, and Monitoring	Principal
Rod Struck, RG	Technical and Source Control Support	Senior
Libby Smith	Source Control support	Project
Erin Carroll, RG	Characterization, Remediation and Monitoring support	Project
Peter Pellegrin	Field Technical Support	Senior Staff
DeEtta Fosbury	Technical Support	Senior Staff
Jill Carroll	Technical Editing	Editor/Documents
Jesse Manley	GIS, Database Support, and Graphics Design	GIS/Graphics
Hart Crowser		
Leon Lahiere, RG	Senior Geologist	Senior Associate
Jill Kiernan, PE	Environmental and Remediation Engineering Support	Associate
Pacific Habitat Services		
John van Staveren, PWS	Senior Biologist	Project Manager
Craig Turner	Biologist	Biologist 3
GreenWorks		
Mike Faha, LEED, RLA	Green Infrastructure and Sustainable Stormwater Management Support	Principal
David Elkin, RLA	Landscape Architect, Green Infrastructure and Sustainable Stormwater Management Support	Senior Associate II
Technical Assessment Services		
Regina Skarzinskas	Risk Assessment and Toxicology Support	Toxicologist

SUBCONSULTANTS

The Consultant shall assign the following subconsultants to perform work in the capacities designated:

NAME	ROLE ON PROJECT	ESTIMATED SUBCONTRACT AMOUNT
Technical Assessment Services, Inc.	Risk Assessment	5%
GreenWorks, PC	Green Infrastructure Design	10%
Pacific Habitat Services, Inc.	Natural Resource Support	10%
Hart Crowser, Inc.	Engineering and Risk Assessment Support	10%

The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its Proposal. For contracts valued \$100,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants 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

Consultant will be paid based on its hourly rates, costs incurred in paying its subconsultants, 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 Consultant estimates for performance of the work and Consultant'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, Consultant will be paid for the actual hours necessary to complete the Task Order. If Consultant 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 listed below:

Position Classification	Direct Hourly Rate	Billing Hourly Rate
GSI Water Solutions		
Principal	\$53.32 to \$69.97	\$165.29 to \$216.60
Senior	\$37.85 to \$59.76	\$117.34 to \$185.26
Project	\$31.24 to \$38.26	\$96.84 to \$118.61
Senior Staff	\$22.60 to \$33.09	\$70.06 to \$102.58
Staff	\$21.32 to \$27.19	\$66.09 to \$84.29
GIS/Graphics	\$22.60 to \$36.22	\$70.06 to \$112.28
Editor/Documents	\$31.42 to \$34.00	\$97.40 to \$105.40
Administration	\$19.57 to \$39.31	\$60.67 to \$121.86
Pacific Habitat Services		
Project Manager	\$44.50	\$133.50
Fishery Biologist	\$39.00	\$117.00
Wildlife Biologist 2	\$39.00	\$117.00
Biologist 3	\$38.50	\$115.50
Wildlife Biologist 1	\$34.00	\$102.00
Restoration Ecologist	\$40.00	\$120.00
Botanist/Biologist	\$35.25	\$105.75
Botanist/Hydrologist	\$32.50	\$97.50
Biologist 2	\$36.50	\$109.50
Biologist 1	\$33.75	\$101.25
Graphic Specialist	\$24.50	\$73.50
Technical Editor	\$22.00	\$66.00
GreenWorks		
Principal	\$49.51	\$153.51
Senior Associate II	\$37.02 to \$43.46	\$114.76 to \$134.73
Landscape Architect II	\$26.44 to \$32.45	\$81.97 to \$100.60
Landscape Architect I	\$25.24 to \$26.44	\$78.25 to \$81.97
Landscape Designer II	\$30.52	\$96.64
Landscape Designer I	\$18.27 to \$22.60	\$56.63 to \$70.05
Project Assistant	\$14.90 to \$32.94	\$46.20 to \$102.14
Hart Crowser		
Principal/Sr. Principal	\$64.43 to \$78.92	\$186.85 to \$216.11
Senior Associate	\$46.88 to \$58.73	\$145.33 to \$182.07
Associate	\$45.08 to \$51.01	\$139.75 to \$158.13
Senior Project	\$32.05 to \$40.45	\$99.35 to \$125.40
Project	\$29.22 to \$34.45	\$90.58 to \$106.80
Senior Staff	\$22.60 to \$30.10	\$70.06 to \$93.31
Drafter	\$26.37 to \$28.10	\$81.75 to \$87.11
Project Assistant	\$23.18 to \$26.50	\$71.86 to \$82.15
Technical Assessment Services		
Toxicologist	\$75.00	\$135.00

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 Consultant 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 Consultant shall submit to the City's Project Manager an invoice for work performed by the Consultant 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 Consultant shall also attach photocopies of claimed reimbursable expenses, if applicable. The Consultant 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 Consultant 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 Consultant shall make full payment to its subcontractors within 10 business days following receipt of any payment made by the City to Consultant.

Payment Terms: Net 30 Days

ACH Payments

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultants shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at <http://www.portlandoregon.gov/bfs/article/409834?>

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

WORKERS' COMPENSATION INSURANCE STATEMENT

IF YOUR FIRM HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONTRACTOR MUST SIGN HERE:

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

Consultant Signature: Julie Kwan Date: 4/18/2013 Entity: GSI Water Solutions

IF YOUR FIRM DOES NOT HAVE CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST COMPLETE THE FOLLOWING INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT:

As an independent contractor, I certify that I meet 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.
Consultant: 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.

Consultant Signature

Date

FOR CITY USE ONLY

PROJECT MANAGER-COMplete ONLY IF CONSULTANT DOES NOT HAVE WORKER'S COMPENSATION INSURANCE

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

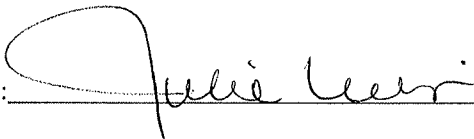
CONSULTANT SIGNATURE:

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 Consultant 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: 4/18/2013

Name: Julie Wilson

Title: Senior Environmental Scientist

Contract Number: _____

Contract Title: On-Call Technical Support Services for the Columbia Slough Sediment Program

CITY OF PORTLAND SIGNATURES:

By: n/a
Bureau Director

Date: _____

By: n/a
Chief Procurement Officer

Date: _____

By: _____
Elected Official

Date: _____

Approved:

By: _____
Office of City Auditor

Date: _____

Approved as to Form: APPROVED AS TO FORM

By: James H. Van Dyke
Office of City Attorney
CITY ATTORNEY

Date: 4/18/13

CERTIFICATE OF LIABILITY INSURANCE

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 FAX (A/C, No): 610-362-8528 E-MAIL ADDRESS: Pl.Certrequest@kpc.com.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Admiral Insurance Company NAIC # 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
	<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"/> PRO-JECT <input type="checkbox"/> LOC						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 - COM/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY			52UECJR8875	11/16/2012	11/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
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 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			52WECDL0396 (CA & ID)	10/01/2012	10/01/2013	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.

APPROVED AS TO FORM
James H. Van Dyke
 CITY ATTORNEY 4/17/13

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

RE: Columbia Slough Sediment Program-On-Call Technical Support Services.
 The General Liability, Automobile Liability policies includes a blanket automatic Additional Insured endorsement that provides Additional Insured status to City of Portland and its bureaus/divisions, officers, agents 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 City of Portland Attn: Mary Stephens 1120 SW 5th Ave., Ste. 1000 Portland, OR 97204	CANCELLATION 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 
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310081

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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.

810081

186018

COMMERCIAL AUTOMOBILE
HA 99 16 09 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership, joint venture or limited liability company
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

a.Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. \$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,

CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos damaged in any one "loss", the most we will pay under this Hybrid Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.