

AMENDMENT NO. 10

CONTRACT NO. 36325

FOR

Source Control Technical Assistance

Pursuant to Ordinance No. _____

This Contract was made and entered by and between Groundwater Solutions Inc., dba GSI Water Solutions Inc., hereinafter called Consultant, 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, 2016.
2. The City continues to require technical assistance with source identification and investigation of potential sources of contamination conveyed to the Willamette River within the City's stormwater outfall drainage basins located in and near the Portland Harbor Superfund Site. Assistance is also needed to review and comment on DEQ upland source control work, as well as to support liability management efforts. Additional compensation is necessary for the work anticipated through October 25, 2016, and shall not exceed \$300,000.
3. The contract amount of \$5,803,000 is increased by \$300,000 for a new not-to-exceed contract amount of \$6,103,000.
4. Adjustment of Hourly Rates is revised as follows:

Annual adjustment of hourly rates will be considered by the City upon written request from the Consultant. 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.

Rates increases are subject to the following limitations:

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

Other than the impact of inflation as described above, hourly rates may not be increased unless approved by the City due to special circumstances.

5. Effective October 26, 2015, billing rates are adjusted per the revised Exhibit A, Hourly Rate Fee Schedule, attached hereto.

6. Exhibit A, Reimbursable Costs, is revised as follows:

Non-Reimbursable Expenses

The 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 (travel within 100-mile radius of Consultant's office), information technology, all other direct costs not identified as reimbursable, other indirect costs and profit.

Reimbursable Costs

Any reimbursable costs shall be specifically identified in the 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.

Out-of-Town Travel. Travel costs (transportation, lodging and per diem) of Consultant when specified in the task order, directly attributed to specific tasks, and to a location outside of a 100-mile radius of the Consultant's project office will be reimbursed in accordance with the City's Travel Expense Guidelines which are based on the General Services Administration (GSA) per diem rates.

Photocopying/Reproduction Costs. The City will reimburse the following direct costs of copying and reproduction that cannot be handled by Consultant in-house and are sent to an outside vendor. A receipt will be required for reimbursement.

- Documents that must be copied at a facility (such as the Oregon Historical Society);
- More than 5 copies of documents greater than 40 pages in length; and
- Other copying and reproduction needs, such as maps or scanning projects, that Consultant's in-house capabilities cannot produce.

7. Add the following to Exhibit A, I. Statement of Work:

Paragraph 1

- Compiling and managing analytical data
- Technical assistance with source investigation and control at City properties within the harbor

Paragraph 2

- Evaluate the efficacy of source control measures to address recontamination

8. Exhibit C, Insurance, is replaced in its entirety with the revised Exhibit C attached hereto.

9. The Consultant's Project Manager is changed to Karen Demsey.

10. The City's Project Manager is changed to Linda Scheffler.

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

Contract Number: 36325 Amendment Number: 10

Contract Title: Source Control Technical Assistance

CONSULTANT 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 Consultant may conduct this transaction by electronic means, including the use of electronic signatures.

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

Signature: _____ Date: _____

Name: _____

Title: _____

Classification	Name	Hourly Billing Rate	Multiplier
Principal	Livesay, David	\$190.00	2.80
	Blischke, Heidi	\$185.00	2.87
	Burt, Walter	\$177.25	2.90
Senior	Pratt, Randy	\$183.37	2.90
	Fowler, Julia	\$170.00	2.84
	Anderson, James	\$170.00	2.85
	Struck, Rodney	\$175.00	2.79
	Demsey, Karen	\$155.16	3.10
Project	Hughes, Erin	\$130.28	3.30
	Ryals, Cindy	\$126.14	3.20
	Smith, Libby	\$126.23	3.30
	Davidson, Andrew	\$116.16	3.20
Senior Staff	Haas, Elizabeth	\$106.43	3.30
	Kuhlmeier, Steven	\$99.20	3.20
	Fowler, Renee	\$80.91	3.10
Staff	Gorski, Jacob	\$90.95	3.30
	Hingst, Mary	\$85.37	3.10
GIS/Graphics	Manley, Jesse	\$112.41	3.10
	Palmer, Nicole	\$94.30	3.20
Editor/Documents	Carroll, Jill	\$103.88	3.10
Administration	Cartwright, Vicki	\$115.60	3.10
	Lindsey, Adrienne	\$94.15	3.30
	Mackey, Emily	\$91.05	3.10
	Steensma, Nancy	\$60.05	3.10
Average Multiplier			3.09