

## **IMPACT STATEMENT**

**Legislation title:** \*Amend contract with GSI Water Solutions, Inc. for Source Control technical assistance at the Portland Harbor Superfund Site to extend the term of the contract and add \$300,000 (Ordinance; amend Contract No. 36325)

**Contact name:** Kim Cox

**Contact phone:** 503-823-5313

**Presenter name:** Kim Cox

### **Purpose of proposed legislation and background information:**

The City is coordinating with DEQ on upland stormwater control efforts, and recently completed a comprehensive report concerning the City's stormwater conveyance system in Portland Harbor. The contractor's in-depth knowledge of the various properties and operations in the harbor, developed as they worked on the report. GSI also provided support in developing the package of information submitted to the Portland Harbor Natural Resource Trustees as part of the NRDA allocation process.

In 2005, BES issued a competitive RFP and contracted with GSI Water Solutions, Inc. (GSI) for Portland Harbor CERCLA and Source Control and Technical Assistance. In 2010, the GSI contracts were renewed for up to another 5 years, without a competitive bid, per city procurement regulations. These contracts expire in October 2015. Given that EPA is scheduled to issue a ROD in 2016, the next two to five years are critical in identifying and responding to technical, legal and policy issues important to the City. Having a contractor with an historical knowledge of the RI/FS process, relationships with the other LWG parties and regulatory agencies will greatly benefit the City.

### **Financial and budgetary impacts:**

In 2005, BES issued a competitive RFP and contracted with GSI Water Solutions, Inc. (GSI) for Portland Harbor Source Control and Technical Assistance. In 2010, the GSI contracts were renewed for up to another 5 years. These contracts expire in October 2015. The budget for the work under this contract from October 2015 to October 2016 is not to exceed \$300,000. This amended contract is not to exceed \$300,000 per year and the work will be issued through task orders. The not-to exceed estimate is based on project milestones over the next few years, and the anticipated level of effort from the consultant. Since work will be assigned to the contractor as needed, there is no guarantee that the amount of money will be spent. The initial contract will be for 1-year term, with four one-year options to renew, not to exceed 5 years. The contract amount is included in the BES requested FY 1516 budget.

The legislation does not affect current and is not anticipated to affect future staffing needs.

### **Community impacts and community involvement:**

The City team will be focusing on City interests and the City's long term involvement at the site. Having a contractor with an historical knowledge of the City conveyance system, historical site operations, and relationships with the other parties and regulatory agencies will greatly benefit the City.

Community involvement is a critical component of any Superfund site. A Portland Harbor Citizen Advisory Group (CAG) was formed in 2001, and is tracking the progress of the Superfund cleanup. City staff attends CAG meetings, and provide information as requested.

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## Budgetary Impact Worksheet

**Does this action change appropriations?**

☐ **YES:** Please complete the information below.

☐ **NO:** Skip this section

Fund	Fund Center	Commitment Item	Functional Area	Funded Program	Grant	Sponsored Program	Amount

**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: \_\_\_\_\_

Contract Number: 36325      Amendment Number: 10

Contract Title: Source Control Technical Assistance

**CITY OF PORTLAND SIGNATURES:**

By:       N/A        
Chief Procurement Officer

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

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

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

Approved:

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

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

Approved as to Form:

By:       Kand Mynahan        
Office of City Attorney

Date: 9/10/15

Exhibit A  
Contract 36325

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



**EXHIBIT C**  
**Contract 36325**  
**Insurance**

Consultant shall obtain and maintain in full force at Consultant's 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 // ☐ 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 // ☐ Waived by Bureau Director or designee // ☐ Reduced 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 // ☐ Waived by Bureau Director or designee // ☐ Reduced 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 \$3,000,000 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 \$3,000,000 annual aggregate, if the Consultant obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

☒ Required and attached // ☐ Waived by Bureau Director or designee // ☐ Reduced 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 additional insured endorsement form(s) and all other 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):** Upon request, Consultant shall provide evidence that any subconsultant performing work or providing goods or services under the Contract has the applicable types and amounts of coverages as required herein or that the subconsultant is included under Consultant's policy.

## ORDINANCE No.

REFERRED

\*Extend contract with GSI Water Solutions, Inc. for Source Control technical assistance at the Portland Harbor Superfund Site and add \$300,000 (Ordinance; amend Contract No. 36325)

The City of Portland ordains:

### Section 1. The Council finds:

1. In 2005, BES awarded a contract to GSI Water Solutions, formerly Groundwater Solutions, to provide these services. GSI was selected through a competitive process (RFP No. BES023) in accordance with Section 5.68 of the City code.
2. On September 7, 2005, Council approved Contract No. 36325 with GSI Water Solutions, Inc. to provide Source Control technical services, supporting the City's involvement in identification and control of sources of contamination to the sediments at the Portland Harbor Superfund site, Ordinance No. 179553.
3. Ordinance No. 179553 authorized the contract for an initial one-year term in the amount of \$595,000 and authorized the Commissioner of Public Utilities to execute amendments renewing the contract for up to four additional one-year periods. Accordingly, the contract was renewed for the additional four one-year periods through October 26, 2010. The four annual renewals added \$3,258,000 for an amended not-to-exceed contract amount of \$3,853,000.
4. On October 13, 2010, Ordinance No. 184156 authorized the extension of the contract for a sixth year in the amount of \$650,000 with the option to renew for four additional one-year periods. Accordingly, the contract was renewed for the additional four one-year periods through October 26, 2015. The four annual renewals added \$1,950,000 for an amended not-to-exceed contract amount of \$5,803,000.
5. The next 5 years of this project will be critical in determining the City's long-term future involvement at the Site. A contractor with historical knowledge of the Remedial Investigation and Feasibility Study process, knowledge of various upland Portland Harbor properties and City stormwater outfalls in the harbor will provide valuable and efficient support for future City decision making in this complex project.
6. This amendment extends the contract for the eleventh year with the option to renew for four additional one-year periods. The work and budget required over the next 5 years will depend upon the project needs but is estimated not to exceed \$300,000 annually.
7. Funds are available in the Environmental Remediation Fund, FY 2015-2016 budget, Bureau of Environmental Services, ESDR000004, Account No. 521000.

NOW, THEREFORE, the council directs:

- a. The Commissioner in Charge is authorized to execute an amendment with GSI Water Solutions, in a form substantially in accordance with the amendment attached as Exhibit A, for the purpose described in Section 1, in the amount of \$300,000.
- b. The Commissioner in Charge is authorized to execute amendments renewing the contract for up to four additional one-year terms, as long as the amendment does not exceed \$300,000 per year.
- c. The Mayor and Auditor are hereby authorized to draw and deliver warrants chargeable to the Environmental Remediation Fund Budget when demand is presented and approved by the proper authority.

Section 2. The Council declares that an emergency exists because the Portland Harbor Superfund Cleanup is ongoing, and City involvement in identifying and controlling sources is critical to City risk management decision making; therefore, this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council,  
Commissioner Nick Fish

[Kim Cox]  
[September 30, 2015]

ESDR000004 – ord

**Mary Hull Caballero**  
Auditor of the City of Portland  
By

Deputy

1005  
Agenda No.  
**ORDINANCE NO.**

Title

*Extend*

*\*Amend* contract with GSI Water Solutions, Inc. for Source Control technical assistance at the Portland Harbor Superfund Site to extend the term of the contract and add \$300,000 (Ordinance; amend Contract No. 36325)

<p><b>INTRODUCED BY</b> Commissioner/Auditor: <b>Nick Fish</b></p> <hr/> <p><b>COMMISSIONER APPROVAL</b></p> <p>Mayor—Finance and Administration – Hales</p> <p>Position 1/Utilities – Fritz</p> <p>Position 2/Works - Fish <i>[Signature]</i></p> <p>Position 3/Affairs - Saltzman</p> <p>Position 4/Safety - Novick</p> <hr/> <p><b>BUREAU APPROVAL</b></p> <p>Bureau: Environmental Services Bureau Head: Mike Jordan <i>[Signature]</i></p> <p>Prepared by: Kim Cox Date Prepared: September 8, 2015</p> <p>Financial Impact &amp; Public Involvement Statement Completed <input type="checkbox"/> Amends Budget <input type="checkbox"/></p> <p><i>Env</i></p> <p>Portland Policy Document If "Yes" requires City Policy paragraph stated in document. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> X</p> <p><b>City Auditor Office Approval:</b> required for Code Ordinances</p> <p><i>✓</i> <b>City Attorney Approval:</b> required for contract, code, easement, franchise, comp plan, charter <i>[Signature]</i></p> <p>Council Meeting Date <b>September 30, 2015</b></p>	<p>CLERK USE: DATE FILED <u>SEP 25 2015</u></p> <hr/> <p style="text-align: right;">Mary Hull Caballero Auditor of the City of Portland</p> <p>By: <i>[Signature]</i> _____ Deputy</p> <p><b>ACTION TAKEN:</b> <b>SEP 30 2015</b> REFERRED TO COMMISSIONER OF PUBLIC WORKS</p>
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<b>AGENDA</b>
<p><b>TIME CERTAIN</b> <input type="checkbox"/></p> <p>Start time: _____</p> <p><b>Total amount of time needed:</b> _____ (for presentation, testimony and discussion)</p>
<p><b>CONSENT</b></p>
<p><b>REGULAR</b> <input checked="" type="checkbox"/> <b>x</b></p> <p><b>Total amount of time needed:</b> <u>5 minutes</u> (for presentation, testimony and discussion)</p>

FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
		YEAS	NAYS
1. Fritz	1. Fritz		
2. Fish	2. Fish		
3. Saltzman	<b>3.</b> Saltzman		
4. Novick	4. Novick		
Hales	Hales		