

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF APPROVING A) RESOLUTION NO. 88-918
CONTRACT WITH DAMES & MOORE FOR)
SITE INSPECTION OF THE ROSE CITY) Introduced by the
PLATING COMPANY SITE) Executive Officer

WHEREAS, The Council of the Metropolitan Service District contracted with Dames & Moore to perform an environmental audit of selected portions of the site for the Oregon Convention Center; and

WHEREAS, The preliminary audit revealed unacceptable levels of certain compounds; and

WHEREAS, The Oregon Department of Environmental Quality and the Environmental Protection Agency guidelines require further assessment of the soil conditions before the site can be used; and

WHEREAS, The overall schedule of the Oregon Convention Center Project could be adversely affected if further analysis is delayed; now, therefore,

BE IT RESOLVED, That Metro contract with Dames & Moore, for an amount not to exceed \$233,000.00, for site inspection for the Rose City Plating Company site for the Oregon Convention Center.

ADOPTED BY THE COUNCIL of the Metropolitan Service District
this 28th day of April, 1988.


Mike Ragsdale, Presiding Officer



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 88-4-612-CC BUDGET CODE NO. 52 -- 00 -- 00 -- 8630 -- 40900
 FUND: Capital DEPARTMENT: Convention Center (IF MORE THAN ONE) _____
 SOURCE CODE (IF REVENUE) _____

INSTRUCTIONS

- OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
- COMPLETE SUMMARY FORM.
- IF CONTRACT IS —
 - SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
 - UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
 - OVER \$2,500, ATTACH QUOTES, EVAL. FORM, NOTIFICATION OF REJECTION, ETC.
 - OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
- PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

1. PURPOSE OF GRANT/CONTRACT prepare site investigation for Rose City Plating Company site

2. TYPE OF EXPENSE PERSONAL SERVICES LABOR AND MATERIALS PROCUREMENT
 PASS THROUGH AGREEMENT INTER-GOVERNMENTAL AGREEMENT CONSTRUCTION
 OTHER

OR

TYPE OF REVENUE GRANT CONTRACT OTHER

3. TYPE OF ACTION CHANGE IN COST CHANGE IN WORK SCOPE
 CHANGE IN TIMING NEW CONTRACT

4. PARTIES Metro, Dan Moore

5. EFFECTIVE DATE April 28, 1988 TERMINATION DATE December 31, 1988
 (THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL NEW \$ 120,000.00
 PREV. AMEND _____
 THIS AMEND _____
 TOTAL \$ 120,000.00

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1989-88 \$ 100,000.00
 B. BUDGET LINE ITEM NAME Engineering Svcs AMOUNT APPROPRIATED FOR CONTRACT \$ - 0 -
 C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF March 31, 1988 \$ 973,701.73

8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)

SUBMITTED BY _____ \$ _____ MBE
 AMOUNT
 SUBMITTED BY _____ \$ _____ MBE
 AMOUNT
 SUBMITTED BY _____ \$ _____ MBE
 AMOUNT

9. NUMBER AND LOCATION OF ORIGINALS _____

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this ____th day of April, 1988, is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter referred to as "METRO", whose address is 2000 S. W. First Avenue, Portland, Oregon 97201-5398, and DAMES & MOORE, a limited partnership, hereinafter referred to as "CONTRACTOR" whose address is 1220 S.W. Morrison, Suite 404, Portland, Oregon 97205-2260, for the period of April 25, 1988, through December 31, 1988, and for any extensions thereafter pursuant to written agreement of both parties.

W I T N E S S E T H :

WHEREAS, This Agreement is exclusively for Personal Services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to METRO the materials described in the Scope of Work, Exhibit A, attached hereto;

2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;

3. To comply with all applicable provisions of ORS Chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, as if such provisions were a part of this Agreement;

4. To maintain records relating to the Scope of Work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;

5. That he is duly licensed and registered and lawfully authorized to perform the required professional services in the state of Oregon and that he is duly qualified and competent by experience to perform the same;

6. That he shall neither assign nor transfer any part of the service without the prior written consent of METRO;

7. That he shall be responsible for the completeness, professional quality and technical accuracy of work performed pursuant to this contract including work performed by any subconsultants; and

8. To comply with any other "Contractor Provisions" attached hereto as so labeled.

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered a sum not to exceed ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) and in the manner and at the time designated in Exhibit B, Compensation; and

2. To provide full information regarding its requirements for the Scope of Work, Exhibit A.

BOTH PARTIES AGREE:

1. That the information contained in the April 23, 1988, letter is incorporated into this Agreement and is attached as Exhibit C;

2. That METRO may terminate this Agreement upon giving CONTRACTOR five (5) days written notice without waiving any claims or remedies it may have against CONTRACTOR;

3. That, in the event of termination, METRO shall pay CONTRACTOR for services performed and materials delivered prior to the termination; but shall not be liable for indirect or consequential damages;

4. That this Agreement is binding on each party, its successor, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party; and

5. That this Agreement may be amended only by the written agreement of both parties.

WARRANTY AND LIABILITY:

1. CONTRACTOR warrants that its services are performed, within the limits prescribed by METRO, with the usual thoroughness and competence of the consulting profession, in accordance with the standard for professional services at the time those services are rendered. No other warranty or representation, either expressed or implied, is included or intended in CONTRACTOR'S proposals, contracts, or reports.

2. CONTRACTOR'S liability shall be limited to one million dollars (\$1,000,000) for injury or loss caused by negligence of CONTRACTOR, its subcontractors, and/or agents hereunder. CONTRACTOR has neither created nor contributed to the creation or existence of any dangerous substance or condition at the site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions.

3. CONTRACTOR's liability for injury or loss arising from (1) radiation, nuclear reaction, or radioactive substances or conditions; (2) any other toxic, irritant, pollutant, or waste gases, liquids or solid materials, and/or (3) professional errors or omission shall not exceed the amount of insurance required of CONTRACTOR under this agreement.

4. METRO agrees to defend, indemnify, and hold CONTRACTOR harmless to the extent permitted under the Tort Claims Act of Oregon from any claim, liability, or defense costs in excess of the insurance limits below (paragraph 6) for injury or loss sustained by any party from exposures allegedly caused by CONTRACTOR'S performance of services hereunder, except for injury or loss caused by the sole negligence or willful misconduct of CONTRACTOR.

5. In the event of litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court;

6. CONTRACTOR shall provide the following evidence of insurance:

Comprehensive General Liability	\$1,000,000.00
Professional Liability	1,000,000.00
Nuclear Liability	100,000.00

CONTRACTOR shall name Metro as additional insured. CONTRACTOR will also provide worker's compensation and employers' liability insurance in accordance with the laws of the State of Oregon.

7. Before commencing its services hereunder, CONTRACTOR shall furnish a certificate, satisfactory to METRO, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limits of liability thereunder, and further providing that the insurance will not be cancelled or changed until the expiration of at least thirty (30) days after written notice of such cancellation or change has been mailed and received by METRO.

DAMES & MOORE

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Date: _____

Date: _____

Approved as to form:

General Counsel

dmchrome:swb

EXHIBIT A

SCOPE OF WORK

1. Establish and direct a work plan for site investigation for the Rose City Plating site. Preliminary work plan is described in Phases 1 and 2 of the April 23, 1988 letter and is attached as Exhibit C. Final workplan to be received and approved by Metro prior to commencement of work.

EXHIBIT B

COMPENSATION

1. Total compensation for this contract shall not exceed \$120,000. Contractor shall not perform any services if this amount is exceeded, unless prior approval in writing is obtained from METRO.

2. Metro shall compensate Contractor for work performed on a time-and-materials basis. Hourly rates shall be as follows:

Project Manager	\$92.22
Chemist	\$50.46
Project Geologist	\$41.60
Staff Geologist	\$50.64
Clerical	\$33.00

Drilling expenses will be billed at cost plus a 15% handling charge. Chemical or laboratory analyses will be billed at cost plus a 10% handling charge. Allowable expenses for work conducted under this agreement are limited to reasonable travel while on assignment for purposes specified in this agreement, as well as photocopying, special delivery services, long-distance telephone and postage. No other expenses shall be allowable without prior approval by Metro.

3. Each month, Contractor shall submit detailed invoice to METRO for work performed during the previous month. METRO shall review billing and pay within 30 days upon receipt of a satisfactory invoice.

4. Metro's representative in administration of this contract shall be the Convention Center Project Director. Contractor's project manager shall be Kim Marcus.

EXHIBIT C



DAMES & MOORE A PROFESSIONAL LIMITED PARTNERSHIP

1220 S.W. MORRISON ST., SUITE 404, PORTLAND, OREGON 97205-2260 (503) 224-7088

April 23, 1988

Metropolitan Service District
2000 S.W. First Avenue
Portland, Oregon 97201-5398

Attention: Mr. Neil McFarlane

Work Plan Outline
Rose City Plating

The following Work Plan Outline has been prepared as discussed in telephone conversations with the Metropolitan Service District (Metro) on April 21, 1988. Input for this work plan has been obtained from discussion with Metro, the Oregon Department of Environmental Quality (DEQ), the Environmental Protection Agency (EPA), and inhouse staff who have specific expertise with industrial facility where chrome contamination has been a problem. Contacts at the DEQ are Debbie Bailey and Christy Smith, at EPA they are Tom Robertson and Debbie Flood (Seattle). Messrs. Kevin Freeman and Harlan Barlow of Dames and Moore prepared the Remedial Investigation and Feasibility Study for the Frontier-Hard Chrome Facility in Vancouver, Washington.

In our discussions with DEQ and EPA personnel they stated that the site has been listed on EPA's CERCLIS. This listing requires that certain actions or assessments occur prior to reuse of the site. The first action item included a Preliminary Assessment (PA) of the site to determine if there is an contamination left at the site. The agency in charge has one year from the listing to accomplish the PA. A decision is then made as to whether any further action is required. The next step, should it be necessary is to perform a Site Investigation (SI). The regulatory agency performing this work has one year from the completion of the PA to accomplish this work. This work is performed by the EPA's Field Investigation Team (FIT) consultant. The work accomplished in the SI is performed in accordance within the guidelines set forth in the EXPANDED SITE INSPECTION (ESI) TRANSITIONAL GUIDANCE FOR FY 1988 (OSWER Directive 9345.1-02). This manual "is designed to provide the reader with a consolidated ready reference of general methodologies and activities for conducting site inspection work on sites projected to make the National Priorities List (NPL)."

In discussions with DEQ personnel they have stated that they would recommend that Rose City Plating qualifies for a Site Investigation and therefore a PA could be waived. They also stated that Metro could perform a site investigation of their own and that if all necessary procedures and protocol as set forth in the ESI were followed this may provide enough information to satisfy the needs of a DEQ/EPA performed SI. They also stated that they did not know when and if an



official SI could begin or be completed.

The following project plan addresses the anticipated scope of work needed to prepare a SI for the Rose City Plating site. The project plan addresses the development and specifics details of the Work Plan and costs. These are preliminary and will be finalized after discussions with Metro, DEQ, and EPA.

The Work Plan is divided into three phases; Phase 1 includes three tasks: surface soil sampling, shallow borings and soil sampling, and an assessment of the sump; Phase 2 includes deep soil borings and sampling and the installation of monitoring wells; Phase 3 includes evaluating remediation alternative and costs. Also included in these phases are chemical laboratory analyzes, development and implementation of a detailed quality assurance and quality control program and health and safety plans, an air quality monitoring program, and a community relation plan

Project Outline

I. Develop Work Plan

- A. Meet with Metro to discuss Work Plan Options
- B. Meet with Metro, DEQ, and EPA to discuss Draft Work Plan
- C. Finalize Work Plan and send to all parties

II. Work Plan for SI

A. Plan Development

1. Develop Quality Assurance and Quality Control (QA/QC) plan
2. Develop a Health and Safety Plan (H & S) for anticipated site activities
3. Develop an Air Quality Monitoring (AQM) plan
4. Develop a Community Relations plan

B. Field Activities

1. Phase 1

- a. Grid site for the collection of surface soil samples
 - o Establish grid pattern
 - o Concrete core through remaining slab where necessary
 - o Collect an estimated 40 soil samples
- b. Analyze soil samples for:
 - o Priority Pollutant metals
 - o Cyanide
 - o Hexavalent Chrome
 - o Sulfate as an indicator of sulfuric acid
 - o Combination Chlorinated Halocarbons and Aromatic as indicators of solvents
- c. Assess data and select shallow boring locations
- d. Drill and collect soil from shallow borings in the slab area
 - o Drill up to 16 borings less than 27 feet deep



- o Collect soil samples 2.5-foot interval from 1.0 to 6.0 feet
 - o Chemically analyze samples as described in II.B.b.
 - e. Drill and collect soil samples from six borings in the sidewalk area
 - o Chemically analyze samples as described in II.B.b.
 - f. Assess sump
 - o Concrete core four 8 inch holes around edge
 - o Hand auger down to 4 to 5 feet below sump bottom
 - o Collect soil samples
 - o Chemically analyze samples as described in II.B.b.
 - g. Evaluate and interpret data
 - h. Report our findings to Metro
 - i. Meet with Agencies to assess the need for future work
- 2. Phase 2
 - a. Drill and install three monitoring wells to determine the groundwater flow gradient
 - b. collect soil samples from deep units
 - c. develop and collect water samples
 - d. Chemically analyze samples as described in II.B.b.
 - e. Evaluate and interpret data
 - f. Report our findings to Metro
 - g. Meet with Agencies to assess the need for future work
- 3. Phase 3
 - a. Meet with Metro to discuss preliminary remediation plans
 - b. Meet with agency personnel to review remediation alternatives
 - c. Solicit community involvement for alternatives
 - d. Finalize the remediation plan
 - e. Monitor site cleanup and construction

COST ESTIMATE

'ATTACHMENT A

ESTIMATE FOR:
DATE OF ESTIMATE:

ROSE CITY PLATING
01-Jan-80

EST. BY: DRD

ITEM OR SERVICE	UNIT RATE	NO. UNIT	UNITS	AMOUNT	H C	HANDLING CHARGE	SUBTOTAL	TOTAL
1. SURFACE SAMPLING								
PREPARE GRID	\$50.00	HR	16	\$800.00		\$0.00		
CONCRETE CORING	\$80.00	EA	25	\$2,000.00		\$0.00		
SAMPLING	\$50.00	HR	40	\$2,000.00		\$0.00		
SUMP EVALUATION	\$5,522.00	EA	1	\$5,522.00	1	\$828.30		
SAMPLE ANALYSIS	\$700.00	EA	8	\$5,600.00	1	\$840.00		
DATA EVALUATION	\$75.00	HR	40	\$3,000.00		\$0.00		
OFF SITE SAMPLES				\$0.00		\$0.00		
CONCRETE CORING	\$80.00	EA	6	\$480.00	1	\$72.00		
ANALYSIS	\$700.00	EA	6	\$4,200.00	1	\$630.00		
D&M	\$50.00	HR	10	\$500.00		\$0.00		
DEBRIS ANALYSIS				\$0.00		\$0.00		
ANALYSIS	\$700.00	EA	8	\$5,600.00	1	\$840.00		
D&M	\$50.00	HR	4	\$200.00		\$0.00		
SUBTOTAL				\$29,902.00		\$3,210.30	\$33,112.30	
2. LAB COSTS								
PRIORITY POLL. META	\$230.00	EA	1	\$230.00	1	\$34.50		
CYANIDE	\$60.00	EA	1	\$60.00	1	\$9.00		
CHROME 6	\$50.00	EA	1	\$50.00	1	\$7.50		
SULPHATE	\$15.00	EA	1	\$15.00	1	\$2.25		
CHL. SOL./AROM. SCA	\$225.00	EA	1	\$225.00	1	\$33.75		
COMPOSITING	\$25.00	EA	1	\$25.00	1	\$3.75		
				\$0.00		\$0.00		
				\$0.00		\$0.00		
				\$0.00		\$0.00		
				\$0.00		\$0.00		
				\$0.00		\$0.00		
				\$0.00		\$0.00		
				\$0.00		\$0.00		
SUBTOTAL				\$605.00		\$90.75	\$695.75	
3. DRILLING								
FOOTAGE	\$8.50	FT	432	\$3,672.00	1	\$550.80		
EXTRA SAMPLES	\$12.50	EA	84	\$1,050.00	1	\$157.50		
STANBY	\$115.00	HR	32	\$3,680.00	1	\$552.00		
STEAM CLEANER	\$65.00	DAY	5	\$325.00	1	\$48.75		
HEALTH & SAFTY	\$50.00	DAY	5	\$250.00	1	\$37.50		
MATERIALS	\$50.00	HOLE	16	\$800.00	1	\$120.00		
MOBILISATION	\$200.00	EA	1	\$200.00	1	\$30.00		
SAMPLE ANALYSIS				\$0.00		\$0.00		
METALS	\$80.00	SAMPLE	96	\$7,680.00	1	\$1,152.00		
CR 6	\$50.00	SAMPLE	96	\$4,800.00	1	\$720.00		
PURGE HALOCARBS	\$135.00	SAMPLE	28	\$3,780.00	1	\$567.00		
DAMES & MOORE				\$0.00		\$0.00		
DRILLING	\$50.00	HR	100	\$5,000.00		\$0.00		

COST ESTIMATE

ATTACHMENT A

ESTIMATE FOR:
DATE OF ESTIMATE:

ROSE CITY PLATING
01-Jan-80

EST. BY: DRD

ITEM OR SERVICE	UNIT RATE	UNIT	NO. UNITS	AMOUNT	H C	HANDLING CHARGE	SUBTOTAL	TOTAL
SUBTOTAL				\$31,237.00		\$3,935.55	\$35,172.55	
4. DATA ANALYSIS								
ANALYSIS	\$56.00 HR		40	\$2,240.00		\$0.00		
	\$75.00 HR		40	\$3,000.00		\$0.00		
				\$0.00		\$0.00		
				\$0.00		\$0.00		
				\$0.00		\$0.00		
				\$0.00		\$0.00		
				\$0.00		\$0.00		
				\$0.00		\$0.00		
				\$0.00		\$0.00		
				\$0.00		\$0.00		
				\$0.00		\$0.00		
				\$0.00		\$0.00		
				\$0.00		\$0.00		
				\$0.00		\$0.00		
SUBTOTAL				\$5,240.00		\$0.00	\$5,240.00	
DEEP BORING/WELLS								
DEEP BORINGS	\$2,500.00 BORING		3	\$7,500.00	1	\$1,125.00		
WELLS	\$4,000.00 WELL		3	\$12,000.00	1	\$1,800.00		
				\$0.00		\$0.00		
				\$0.00		\$0.00		
				\$0.00		\$0.00		
				\$0.00		\$0.00		
				\$0.00		\$0.00		
				\$0.00		\$0.00		
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				\$0.00		\$0.00		
				\$0.00		\$0.00		
				\$0.00		\$0.00		
				\$0.00		\$0.00		
SUBTOTAL				\$19,500.00		\$2,925.00	\$22,425.00	
TOTAL								\$95,949.85
CONTINGENCY =								0.1
								\$9,594.99
TOTAL PLUS CONTINGENCY								105,544.84

105,544.84

STAFF REPORT

Agenda Item No. 8.9

Meeting Date: April 28, 1988

CONSIDERATION OF CONTRACT WITH DAMES & MOORE FOR SITE INVESTIGATION
FOR ROSE CITY PLATING SITE FOR OREGON CONVENTION CENTER PROJECT

Date: April 26, 1988

Presented by: Neil Saling

BACKGROUND AND FACTUAL ANALYSIS

In the spring of 1987, Dames & Moore was selected by competitive Request for Proposal process to perform an environmental audit of selected portions of the site for the Oregon Convention Center. Included in the audit was the Rose City Plating Company property. Metro Council approved the contract on September 22, 1987.

Preliminary borings around the perimeter of the Rose City Plating Company building did not reveal any hazardous materials. However, when the building was demolished, soil samples from within the building perimeter revealed unacceptable levels of compounds from the plating process.

Dames & Moore reported their findings to the Convention Center Project office on April 21, and subsequently submitted a preliminary work plan to address the problem. The work plan is included in the contract as Exhibit A, Scope of Work.

The Oregon Department of Environmental Quality and the Environmental Protection Agency will review the final workplan prior to implementation.

The work contemplated under this contract includes two phases:

Phase 1: surface soil sampling
shallow borings and soil sampling
assessment of the sump

Phase 2: deep soil borings and sampling
installation of monitoring wells

Work will be compensated on a time-and-materials basis. Total cost is not to exceed \$120,000.

This contract represents an unanticipated expense for the project. While adequate appropriations exist in the budget for 1987-88 and in the proposed budget for 1988-89, the owner's contingency in the overall project budget will be reduced.

EXECUTIVE OFFICER RECOMMENDATION:

The Executive Officer recommends approval of the contract with Dames & Moore for site investigation for Rose City Plating Company property for the convention center project.