

**BEFORE THE METRO CONTRACT REVIEW BOARD**

FOR THE PURPOSE OF AUTHORIZING THE	)	RESOLUTION NO. 05-3543
RELEASE OF REQUEST-FOR-PROPOSALS NO.	)	
05-1142-SWR FOR PHASE 2 OF THE	)	Introduced by Michael Jordan, Chief
REMEDIAL INVESTIGATION AND	)	Operating Officer, with the concurrence of
FEASIBILITY STUDY OF ST. JOHNS	)	David Bragdon, Council President
LANDFILL	)	

**WHEREAS**, Chapter 465 of the Oregon Revised Statutes requires that the Oregon Department of Environmental Quality (DEQ) develop and maintain a list of facilities where a release of hazardous substances to the environment has been confirmed, and an inventory of facilities that need further investigation, removal, remedial action, long-term environmental controls or institutional controls to assure protection of present and future public health, safety, welfare, or the environment, and

**WHEREAS**, in 1995 DEQ added the St. Johns Landfill to both the Confirmed Release List and Inventory, and

**WHEREAS**, based on these listings and rules promulgated to address them, in October 2003 DEQ and Metro signed a consent order requiring a Remedial Investigation (RI) to determine the nature and extent of the release of hazardous substances from the landfill, including assessment of risks posed to human health and the environment, and a Feasibility Study (FS) of options for managing risks, and

**WHEREAS**, the RI-FS is structured in three Phases, including development of an RI Proposal and an RI Work Plan (Phase 1), implementation of the RI Work Plan (Phase 2), and the Feasibility Study (Phase 3), and

**WHEREAS**, following a competitive procurement Metro contracted with Hart Crowser, Inc. to carry out Phase 1, with options to either negotiate contract amendments or to procure a new contract through a competitive process, for Phases 2 and 3, and

**WHEREAS**, Phase 1 is nearing completion and will result in a DEQ-approved RI Work Plan, and Metro staff believes that a new contract procured through a competitive process would be the most effective approach for Phase 2, and

**WHEREAS**, the Metro Code, Section 2.04.026 requires Metro Council approval of all multi-year contracts which commit Metro to expenditures beyond the current fiscal year, and

**WHEREAS**, the Metro Council identified the funds for these contracts in the Metro Budget as having a “Significant Impact”, thereby requiring Council approval prior to release of the Request for Proposal; now, therefore

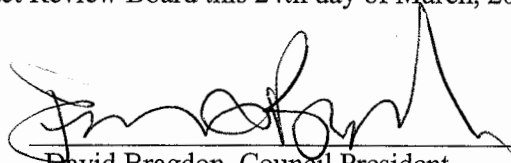
**BE IT RESOLVED**

1. That the Metro Council authorizes the release of RFP 05-1142-SWR for Phase 2 of the Remedial Investigation and Feasibility Study of St. Johns Landfill, and

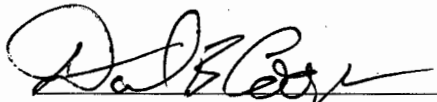
2. That the Metro Council, pursuant to Section 2.04.026 of the Metro Code, authorizes the Chief Operating Officer to execute a contract with the most responsive proposer for Phase 2, and

3. That the Metro Council directs staff to complete Phase 2 and then return to the Metro Council either for authorization to amend the contract with the selected consultant for the purpose of implementing Phase 3, or to issue a new RFP for Phase 3.

**ADOPTED** by the Metro Contract Review Board this 24th day of March, 2005

  
\_\_\_\_\_  
David Bragdon, Council President

Approved as to Form:

  
\_\_\_\_\_  
Daniel B. Cooper, Metro Attorney



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## **STAFF REPORT**

### **IN CONSIDERATION OF RESOLUTION NO. 05-3543, FOR THE PURPOSE OF AUTHORIZING THE RELEASE OF REQUEST-FOR-PROPOSALS 05-1142-SWR FOR PHASE 2 OF THE REMEDIAL INVESTIGATION AND FEASIBILITY STUDY OF ST. JOHNS LANDFILL**

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Date: March 9, 2005

Prepared by: Paul Vandenberg

## **BACKGROUND**

In October 2003 the Oregon Department of Environmental Quality (DEQ) renewed for 10 years the solid waste disposal site closure permit for St. Johns Landfill, along with a consent order for a Remedial Investigation and Feasibility Study (RI-FS) of the landfill. The basis for the consent order was the listing of St. Johns Landfill among other sites in the state that require further investigation of the nature and extent of environmental contamination, and possible cleanup actions or long-term engineered or institutional controls to protect public health or the environment, consistent with Chapter 465 of the Oregon Revised Statutes.

The consent order requires that Metro contract for the professional services of a qualified consultant to carry out the RI-FS. Based on the approved findings of the RI-FS, DEQ will issue a Record of Decision (ROD) that will establish remediation, long-term monitoring, and related requirements for St. Johns Landfill. The process leading to the ROD is estimated to take up to three years.

The RI-FS involves 3 distinct phases, including preparation of an RI Proposal and an RI Work Plan (Phase 1), implementation of the RI Work Plan (Phase 2), and the FS (Phase 3). Through an RFP process implemented after issuance of the consent order in 2003, Hart Crowser, Inc. was contracted to perform Phase 1, which is nearing completion. The Hart Crowser contract allowed Metro to negotiate amendments for Phases 2 and 3, or to procure a new contract for such through a competitive process.

Staff believes that the most effective approach to Phase 2 is to procure a new contract through a competitive process. If approved, the contract would require implementation of a DEQ-approved RI Work Plan, involving a detailed investigation and assessment of risks posed by landfill-related hazardous substances. The contract would include a provision that allows Metro to either amend the contract for Phase 3 (FS) services, or to procure a new contract for Phase 3 through a competitive process.

Based on several meetings of the DEQ and Metro project teams during Phase 1, a stepwise decision framework has been incorporated into the RI Work Plan. This framework provides a clear structure and direction for the RI. However, workscope detail for many tasks, beyond several discrete "starting point" tasks, will not be known until the results of preceding tasks have been thoroughly reviewed, and DEQ and Metro achieve agreement on their meaning. As such, the RFP will instruct respondents to propose costs only for the starting-point tasks, and to also provide hourly rates and overhead information, that would be used in developing the scope and budget for the later tasks.

Staff will contain project costs through contracted hourly rates applicable to the contract term, contracted costs for the starting-point tasks, tracking all expenses through detailed invoicing, and negotiating scope and cost for tasks that stem from the implementation of the decision framework, as necessary to fulfill requirements of the consent order. Implementing any negotiated task would require Metro authorization to transfer money from a contingency sum established by the contract. That sum would be the difference between the total contract amount and the total cost of the starting point tasks. Staff recommends a total contract amount of \$650,000, which would serve as a not-to-exceed sum for Phase 2. The St. Johns Landfill Closure Account is the funding source for all RI-FS-related work.

## **ANALYSIS/INFORMATION**

### **1. Known Opposition**

There is no known opposition to this authorization request.

### **2. Legal Antecedents**

Metro Code 2.04.026 requires Council authorization of a request for proposals (RFP) that would result in a contract that has been designated as having a significant impact on Metro, prior to release of the RFP. The St. Johns Landfill RI-FS has been designated as a significant impact contract.

### **3. Anticipated Effects**

The anticipated effect of this authorization is a 3-year personal services agreement for Phase 2 of the RI-FS, with a potential amendment to the contract for implementation of Phase 3. If Metro exercises its right to issue a new RFP for Phase 3, in lieu of a contract amendment, an additional personal services agreement would be executed to complete the RI-FS. Staff will consult with the Metro Council prior to moving forward with Phase 3.

### **4. Budget Impacts**

The amount budgeted in the St. Johns Landfill Closure Account for RI-related services for FY 2004-2005 is \$178,800. The amount proposed for RI-FS-related services for the FY 2005-006 budget is \$321,400. As a result of the required approval by DEQ of work products during the course of the RI-FS, the work scope will evolve as the project progresses. On that basis, future budget impacts cannot be accurately estimated at this time. The current balance of the Closure Account is approximately \$6.6 million.

## **RECOMMENDED ACTION**

1. Authorize the release of RFP 05-1142-SWR for Phase 2 of the RI-FS.
2. Pursuant to Section 2.04.026 of the Metro Code, authorize the Chief Operating Officer to execute a contract with the most responsive proposer for Phase 2 of the RI-FS, and
3. Direct staff to complete Phase 2 and then return for authorization to either amend the contract with the selected consultant for the purpose of implementing Phase 3, or to issue a new RFP for Phase 3.

# Request for Proposals

for

## St. Johns Landfill Remedial Investigation and Feasibility Study (Phase 2)

*RFP #05-1142-SWR*

Prepared by:

**METRO**

*Solid Waste and Recycling Department  
Engineering & Environmental Services Division*

600 NE Grand Ave.  
Portland, OR 97232-2736  
(503) 797-1650  
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**March 2005**



**METRO**

PEOPLE PLACES  
OPEN SPACES



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### APPENDIX A: STANDARD AGREEMENT

- **EXHIBIT A: SCOPE OF WORK**
  - ATTACHMENT 1: CONSENT ORDER
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  - ATTACHMENT 3: SELECTED REFERENCES
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  - ATTACHMENT 5: SECTION 5.4.1 OF ENVIRONMENTAL MONITORING PLAN

(Note: All attachments are on located on a compact disk included with this RFP document.)

# REQUEST FOR PROPOSALS

For

## Remedial Investigation and Feasibility Study (Phase 2)

### I. INTRODUCTION

The Solid Waste and Recycling Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting written proposals for Phase 2 of the Remedial Investigation and Feasibility Study (RI-FS) of St. Johns Landfill in Portland, Oregon.

Proposals must be submitted no later than 3:00 PM PST, April 20, 2005, to Metro's business offices at 600 NE Grand Avenue, Portland, OR 97232-2736.

Chapter 465 of the Oregon Revised Statutes, as promulgated by Chapter 340, Division 122 of the Oregon Administrative Rules, provides the regulatory framework for the RI-FS project. In 1995 DEQ placed St. Johns Landfill on its Confirmed Release and Inventory lists. The lists identify sites in Oregon that have had a confirmed release of hazardous substances and require further investigation and possible remediation.

Based on the approved findings of the RI-FS, it is anticipated that DEQ will issue a Record of Decision (ROD) that establishes remediation and monitoring requirements for St. Johns Landfill. If DEQ determines that further remediation is justified at the site, and is feasible, the ROD will include the required remedial measures and cleanup levels for specified contaminants and areas.

Metro is seeking proposals from firms that have experience in conducting RI-FS projects. Proposals should demonstrate how the firm and proposed project team are generally qualified to conduct an RI-FS of St. Johns Landfill, in accordance with the consent order issued in October 2003, by the Oregon Department of Environmental Quality (Attachment 1); and specifically qualified to implement a final RI Work Plan (Attachment 2) that was prepared during Phase 1 of the RI-FS under a separate consulting contract.

Proposers should provide qualifications to complete the RI-FS. It should be noted, however, that workscope and cost for Phase 3 of the RI-FS (i.e. the FS) depend on the outcome of Phase 2 (i.e., Implementation of the RI Work Plan), and therefore will be established either through a negotiated amendment to a contract awarded under this RFP, or under a new contract procured through a separate and later RFP process. As such, this RFP requests project specifics (e.g., task costs and project approach) that are relevant to Phase 2 only.

As shown in the “Initial RI Schedule” (Figure 18 of the attached RI Work Plan), Metro has estimated that Phase 2 of the RI-FS (Implementation of the RI Work Plan) will begin in June of 2005, and will be completed (as represented by submittal to DEQ of a final Risk Assessment Report) before August of 2007. To accommodate the time needed to perform Phase 3 (the FS), if implemented under the contract awarded based on this RFP, Metro anticipates a contract term of three years.

Details concerning the project and proposal submissions are contained in this document, including Appendix A.

A selection committee will evaluate written proposals and may prepare a short list of proposers based on a ranking of proposals, for purposes of interviewing. If interviews are conducted, the committee may elect to conduct additional interviews with one or more of the short-list firms, if determined necessary to select a firm for contract negotiations.

Metro’s selected consultant for services requested under this RFP is subject to DEQ approval, consistent with Section 7.A of the consent order. In the event DEQ disapproves, Metro may require special conditions in the contract negotiated with the selected proposer, or may select another proposer for contract negotiations.

At least one key member of the proposed project team must be either a geologist or a certified engineering geologist, with current Oregon registration.

## **II. PROJECT BACKGROUND**

St. Johns landfill is owned by Metro and managed by Metro’s Solid Waste and Recycling Department. It is a 240-acre closed municipal solid waste landfill, located at 9387 North Columbia Boulevard, Multnomah County, Oregon.

The landfill is part of the 2,000-acre Smith and Bybee Wetlands Natural Area. The Wildlife Area is managed by Metro’s Parks and Greenspaces Department, and is located on the north Portland peninsula, near the confluence of the Columbia River and the Willamette River.

The landfill is bordered by the Columbia Slough on its southwest and northwest flanks, the North Slough (arm of the Columbia Slough) on its northeast flank, and Smith wetlands on the southeast. Surface water movement in this section of the lower Columbia Slough is a function of seasonal changes, daily tides, and the large-scale management of Columbia River flow. Metro manages water level in Smith and Bybee wetlands to simulate historical flow for the purpose of restoring native wetland habitat.



Before waste disposal began, the landfill area was a shallow, seasonal lake. The lake's bottom was composed of a layer of relatively impermeable overbank silt. This silt transmits groundwater very slowly and helps limit leakage through the landfill bottom. Below the silt, in some locations, is a more porous sand layer that transmits water at a moderate rate. Below the silt and sand layers is a sand and gravel formation that transmits groundwater at a relatively high rate. This sand and gravel formation is a productive, area-wide aquifer.

From around 1932 until it was closed to disposal in 1991, the landfill accepted a variety of municipal and industrial wastes, and ash from a nearby solid waste incinerator, which operated until the early 1970s. During the 1980's the landfill was expanded by 55 acres, which included an underdrain system for leachate collection. Waste was disposed in the expansion area from 1988 to 1991.

Although the majority of the waste in the landfill is domestic solid waste, from 1958 to 1962 the landfill received industrial waste that included approximately 5,000 drums of pesticide manufacturing waste from the nearby Rhone-Poulenc facility. This waste included chemical residues from the manufacture of herbicides 2,4-D; MCPA; and 2,4,5-T.

To reduce leachate generation and impacts to surface water and groundwater, an engineered cover was constructed over the entire landfill, from 1992-1996. The cover included, from bottom to top, a compacted clay/silt immediately above the solid waste, a polyethylene membrane, drain sand, topsoil, and vegetation. The cover project included the construction of collection systems for landfill gas and stormwater.

The gas collection system consists of a network of extraction wells and trenches. Gas collection lines run along the landfill surface and are under vacuum pressure. Gas generated by the landfill is drawn to an on-site motor blower flare facility, from where it is either flared or compressed and piped two miles to Ash Grove Cement Company, where it is used as a fuel source.

Beginning in 1993, Metro implemented a formal environmental monitoring program, which is an integral part of landfill closure operations. This program includes sampling and field measurements performed by Metro staff, and analytical work performed by a laboratory that is certified under the Oregon Environmental Laboratory Accreditation Program, and is under contract with Metro.

Monitoring is performed in conformance with various permits, and includes but is not limited to the following activities:

#### Solid Waste Disposal Site Closure Permit #116 (DEQ)

- Semi-annual sampling and analysis of groundwater
- Continuous and periodic monitoring of groundwater and leachate levels
- Annual inspection of perimeter dike and documenting of leachate seepage

#### Wastewater Discharge Permit #400.18 (City of Portland)

- Semi-annual sampling and analysis of wastewater  
(Until recently, wastewater was a mixture of landfill leachate and landfill gas condensate, collected and discharged to the City sanitary sewer. Gas condensate is now treated on-site and no longer discharged to the sewer system.)

#### NPDES Stormwater Discharge Permit (DEQ)

- Semi-annual sampling and analysis of stormwater, and monthly field measurements

#### Oregon Title V Operating Permit (DEQ / EPA)

- Monthly measurements of gas constituents at each wellhead
- Quarterly monitoring of the landfill surface for methane emissions
- Continuous monitoring of total gas flow and flare temperatures

In addition, Metro monitors surface water and sediments around the landfill and throughout the wildlife area, consistent with its responsibilities under the Natural Resources Management Plan for Smith and Bybee Lakes. Surface water monitoring includes sampling and analysis up to six times per year, and continuous automated monitoring of standard water quality indicators. Sediment sampling and analysis is performed annually.

All monitoring results are maintained by Metro in a Microsoft Access database, which contains data for various environmental media, from the early 1970s to the present.

Metro also maintains records and results from various environmental investigations conducted at the landfill and surrounding areas over the years. These include soil properties such as hydraulic conductivity and solute partitioning; well logs and stratigraphy maps; groundwater pressure variation with location and time; leachate seep chemistry; groundwater modeling; screening-level risk assessments of sediment, groundwater (in one sand and gravel aquifer well), and gas; and assorted surface water and sediment data for the lower Columbia Slough.

Groundwater quality next to the landfill has been monitored beginning in the 1970s, and since 1993 has included twice-per-year sampling from a network of

30 wells. Groundwater is analyzed for general chemical properties and for hazardous substances. Additional wells within the landfill are used to monitor the composition of leachate and landfill gas. Also, since 1994 groundwater level has been monitored using a network of on- and off-site piezometers.

The original confirmed release list for St. Johns Landfill included 24 hazardous substances that exceeded state or federal drinking water standards. The site Environmental Monitoring Plan (EMP), approved by DEQ in February 2001, requires that other substances be added to the original list, if warranted, based on criteria specified in the plan. Those criteria include exceedence of any of the applicable groundwater quality standards identified in the EMP, or a first-time detection of any constituent of the volatile organic, semi-volatile organic, pesticide, herbicide, and PCB parameter groups. Following this procedure, ten substances have been added to the original list of 24 substances, consistent with procedures specified in the EMP. The current confirmed release list is attached to this RFP (Attachment 4).

In March 2002, Metro submitted to DEQ its initial Annual Environmental Monitoring Report (AEMR) under the EMP. Consistent with the EMP, this AEMR was retroactive and included monitoring activities and results for the years 2000 and 2001. It also included a general review of groundwater quality monitoring results dating back to 1993, when Metro initiated its formal environmental monitoring program.

Metro subsequently submitted to DEQ the AEMRs for monitoring years 2002 and 2003. Each AEMR includes an examination of groundwater quality and groundwater level monitoring results for the reporting period. The RI Work Plan reflects these examinations and includes critical information from the AEMRs.

The RI Work Plan was prepared during 2003-2004 under a separate consulting contract. The work plan is largely iterative in nature, and therefore the workscope and cost for completing the RI will be established in steps through separate task orders as the project progresses. As such, the cost proposal section of the RFP requests costs only for certain "starting point" tasks that are detailed in the work plan, as well as information pertaining to hourly rates. The project approach section requests the description of experience of the proposing firm or team in implementing this type of iterative approach.

RI-FS stakeholders include, but are not limited to the following:

- City of Portland
- Port of Portland
- Smith and Bybee Lakes Management Committee
- Friends of Smith and Bybee Lakes
- St. Johns Neighborhood Association
- North Portland Neighborhoods
- Columbia Slough Watershed Council

- Columbia Corridor Association
- 40-Mile Loop Land Trust
- Oregon Bass & Panfish Club
- Citizen Recreational Users of the Smith and Bybee Wetlands Natural Area
- Owners of Nearby Private Businesses and Properties

### **III. SCOPE OF WORK**

Metro is seeking proposals from firms to perform the services described in Appendix A (Exhibit A) of this RFP (Scope of Work), including attachments. Metro intends to award a contract to a single firm to provide these services.

### **IV. PROJECT ADMINISTRATION**

Metro's project manager is Paul Vandenberg, Senior Solid Waste Planner. Proposers must identify a single person as project manager, who would lead the project and be the primary contact for Metro.

The Contractor shall assume responsibility for the day-to-day direction and internal management of the consultant efforts on the project, including any subcontracted work.

The Contractor shall have, or be capable of obtaining general liability insurance, professional liability insurance, business automobile insurance, and workers compensation insurance covering the services to be performed, as shown in the Sample Standard Personal Services Agreement (Appendix A of this RFP). Metro shall be named as an additional insured.

### **V. PROPOSAL INSTRUCTIONS**

#### **A. Submission of Proposals**

Six (6) hard copies of the proposal must be submitted to Metro at the following address:

Paul Vandenberg  
Metro  
Solid Waste and Recycling Department  
600 N.E. Grand Avenue  
Portland, OR 97232-2736

B. Deadline

Proposals will not be considered for evaluation if received after 3:00 p.m. PST, April 20, 2005.

C. RFP as Basis for Proposals

This RFP represents the most definitive statement Metro will make concerning the information upon which proposals are to be based. Any verbal information that is not addressed in this RFP will not be considered by Metro in evaluating proposals.

Any questions relating to this RFP must be addressed to:

Contact: Paul Vandenberg  
Telephone: (503)-797-1695  
E-mail: vandenbergp@metro.dst.or.us.

Any questions that, in the opinion of Metro, warrant a written reply, or an amendment to the RFP, will be furnished to all parties receiving this RFP. Metro will not respond to questions received after April 15, 2005.

D. Information Release

All persons submitting proposals are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal, all proposers agree to such activity and release Metro from all claims arising from such activity.

E. Emerging Small Business, Minority and Women-Owned Business Program

Metro's consultant selection process, carried out under this RFP, will be consistent with the policies set forth in Metro Code 2.04.100-190, pertaining to the utilization by Metro of emerging small businesses, minority and women owned businesses.

Copies of the applicable Metro Code are available from the Contracts & Purchasing section of Metro's Finance and Administrative Services Department, at (503) 797-1816. Metro code can also be viewed or downloaded through the Quick-Links function on Metro's website ([www.metro-region.org](http://www.metro-region.org)).

To be eligible for consideration by Metro under the code cited above, as reflected in the proposal evaluation criteria described under Section VII (C) of this RFP, the prime proposer must be an Oregon-registered ESB, MBE or WBE, and must provide proof of such registration in the proposal.

## **VI. PROPOSAL CONTENTS**

The proposal should contain only the information requested in this section. Any paper used in the submittal should be recycled paper (post consumer content), recyclable, and printed on both sides. No waxed page dividers or non-recyclable materials should be included. Typeface size must be 12-point, excluding headers.

### **A. Transmittal Letter**

Provide a one-page, signed letter of transmittal that includes the following:

1. Brief statement of understanding of the project
2. Identification of the proposed project manager, including title and any professional registrations.
3. Statement that the proposal will be valid for ninety (90) days after the date of the proposal's submission

### **B. Statement of Qualifications**

Provide a narrative that addresses each of the following items. To facilitate Metro's review, use the same order and headers shown below.

1. Relevant Experience of Firm. Summarize your firm's experience with RI-FS projects. Describe similarities between those projects and the St. Johns Landfill RI-FS.
2. Qualifications of Project Team. Identify key members of your proposed project team, including name, title, and role. Identify at least one key member as a geologist, or certified engineering geologist, with current Oregon registration. Summarize the applicable qualifications of each individual.  
(Note: Under item #3 below, elaborate on the project manager's qualifications.)

Explain how the team is uniquely qualified to perform the St. Johns Landfill RI-FS. Explain how team depth and balance addresses the multifaceted needs of the RI, as reflected in the RI Work Plan.

(Note: Proposers are not required to include public relations specialists in their proposal. Metro's project manager and Metro public affairs staff will collaborate with the consultant's technical team on public outreach efforts provided for through the task order process described in the Scope of Work.)

Briefly describe any projects where two or more team members have worked together in key roles.

3. Qualifications of Project Manager. Explain the basis for selecting your proposed project manager, and describe the skills, expertise and experience that uniquely qualify that individual to manage the project.

### C. Project Organization

1. Organization Chart. Provide a project organization chart that includes DEQ, the project managers for Metro and Contractor, Contractor's key team members, including key subcontractors. Identify each individual represented on the chart by name and title. Show communications flow among all individuals represented on the chart.
2. Work Location. Identify the office location of the prime contractor, from where most of the project work will be performed, and the locations of offices that will provide project support. Provide the approximate percentage of the overall project work, aside from fieldwork, which will be performed at the respective offices.
3. Project Management. Describe how the project will be managed, including but not limited to key functions of the proposed project manager, coordination and communications with Metro and among team members and offices, and report drafting and review functions.

### D. Project Approach

Describe your approach to Phase 2 of the RI-FS (i.e., implementation of the attached RI Work Plan), making references to the key elements of the RI Work Plan as necessary to demonstrate how those elements will be implemented. Also address items listed in the Scope of Work (Appendix A, Exhibit A), as relevant to implementing the work plan.

Where appropriate, provide any insights or suggestions for improving cost-efficiency or the effectiveness of the RI, based on specific experience or professional judgment. Include any specific experience of the proposing firm or team in implementing work plans that are largely iterative in nature, where much of the project workscope and cost is not known at the outset, but is developed through negotiated task orders as the project progresses.

E. Identification of Subcontracted Firm(s)

Provide the following information for subcontracted firm(s) that will be involved in the project:

- Name of firm and address
- Name of primary contact
- Work to be performed

F. Project Experience

Provide a list or table of relevant projects that have included key members of your proposed team. Include the following items.

- Project Title
- Major elements of the project performed by your firm
- Role of key member(s) of proposed team
- Project start and completion dates
- Client's name and address
- Site name and location
- Primary contact (title, telephone, e-mail)
- Responsible regulatory agencies

G. Resumes

Provide resumes for each key member of the project team.

H. Cost Proposal (RI-FS Phase 2)

The RI Work Plan is iterative, involving a process whereby the workscope and cost of many tasks will be dependent on thorough evaluation of the results of preceding tasks, and agreement between DEQ and Metro on the interpretation of those results. As such, the total cost for Phase 2 cannot be reasonably estimated.

The work plan does include certain discrete "starting-point" tasks, and provides enough detail for those tasks to allow a reasonable estimation of costs. As such, proposers must include a cost proposal for these starting point tasks (described below under cost item #1).

Detail and cost for all other tasks that are within the scope of the RI Work Plan, but are not starting-point tasks, will be established at the time such work is needed, through negotiated task orders to be authorized by Metro, using a contingency sum to be established during contract negotiations.



Exceptions to the task order process are the FS, for which scope and cost will be established through contract amendment or under a new contract, and annual environmental monitoring reports, the scope and cost for which are specified in the Scope of Work.

Proposers must include a cost proposal that includes three elements, as follows:

1. Proposals must include costs associated with the starting-point tasks identified below, using information provided in the RI Work Plan as a basis for the costs. For each task, show labor costs for each member of the project team expected to be involved in the task, including hourly rates and total time allocated. Also show materials costs and other direct and indirect costs, where appropriate. Provide a sum total for the set of tasks, and include cost item #2 (below) in the sum.

<b>Task ID *</b>	<b>Task Description</b>	<b>Work Plan Section **</b>
14	Soil sampling	4.3
15	Soil sample chemical analysis	4.3
16	Evaluate soil data	4.3
19	Screen air data sets	4.6
23	Install mini-piezometers	4.5.2
24	Collect 2 rounds of field parameters	4.5.2
30	Collect monthly water level elevations	4.5.2
34	Complete sediment DQO review	4.5.1

\* See RI Work Plan Figure 18 (Initial Remedial Investigation Schedule)

\*\* Refer also to Section 2.0 and the tables and figures of the RI Work Plan, for relevant background and information that is supplemental to task workscope.

2. As part of the total cost for implementing the starting point tasks, provide a cost for 12 meetings to be held during implementation. Assume that each meeting is held in Portland (Metro Headquarters, St. Johns Landfill, or DEQ's Northwest Region Office), is two hours in duration, requires 3 hours of auxiliary time (i.e., for preparation, debriefing, etc.), and requires attendance by the consulting project manager and one other member of the consulting team. Include hourly rates, time allocation, travel costs, and other direct and indirect costs.

3. For each individual on the proposed project team, including supporting staff and subcontractors, provide hourly rates for years 1 through 3 of the contract term. These rates should include overhead and profit. State the overhead and profit, respectively, as percentages of the year 1 rates. If higher rates are proposed for years 2 and/or 3, provide the multiplier (as percent increase) used to compute the rate increase(s), and the basis for the multiplier (e.g., Portland CPI).

J. Exceptions and Comments

To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP shall document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

**VII. CONSULTANT SELECTION PROCESS**

A. Schedule

Following is the estimated schedule for the consultant selection process:

<b>Date</b>	<b>Action</b>
April 4, 2005	RFP Published
April 20, 2005	Last Day to Submit Questions on the RFP
April 27, 2005	Written Proposals Due
May 5, 2005	Selection of Firms to be Interviewed
May 18-19, 2005	Interviews Conducted

B. Selection Committee

A selection committee will evaluate proposals, conduct interviews at its discretion, and select a consultant for contract negotiations. The committee will be composed of Metro staff and representatives from the City of Portland and the Port of Portland.

C. Proposal Evaluation Criteria

In evaluating proposals the following criteria and weighting will be applied. The "Points" column shows the maximum possible percentage points that could be awarded for a given criterion, on the basis of 100 total points:

<b>Points</b>	<b>Criterion</b>	<b>Relevant Subsections ( of Section VI )</b>
10	Proposal Clarity, Organization, and Conformance to Instructions	All
30	Experience and Qualifications of Firm and Project Team	B, F, G
10	Qualifications of Project Manager	B, F, G
10	Project Organization	C
15	Project Approach	D, E
20	Cost Proposal	E
5	MBE, WBE, ESB Status of Proposer	See Section V (E)

#### D. Contractor Selection Process

Based on its evaluation and ranking of written proposals, the selection committee may prepare a short list of firms to be interviewed. All proposers would be notified regarding the short-list, and the identity of the short-list firms. Each short-listed firm would then be contacted to schedule an interview, at the discretion of Metro.

Based on the interviews, the committee may choose to conduct additional interviews with one or more of the short-list firms, as needed to select a top ranked firm for contract negotiations. If contract negotiations with the selected firm are unsuccessful, Metro will select the next highest ranked firm for contract negotiations. This process will continue until a contract is executed or Metro terminates the procurement.

#### E. DEQ Approval

Consistent with Section 7.A of the consent order, Metro's awarding of a contract to any firm will be subject to DEQ approval of that firm's qualifications, based on information submitted in the proposal.

### **VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS**

#### A. Limitation and Award

This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.

B. Billing Procedures

Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.

C. Validity Period and Authority

The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.

D. Conflict of Interest

A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal, or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

**IX. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT**

The attached personal services agreement (Appendix A) is a standard agreement approved for use by the Metro Office of General Counsel. This is the contract the successful proposer will enter into with Metro; it is included for your review prior to submitting a proposal. Any proposers wishing to take exception to the standard agreement should document these under Section VI J. of their proposal. Exceptions will be considered as part of the evaluation process.

## APPENDIX A

Contract No. \_\_\_\_\_

### [STANDARD] PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and [contractor name], referred to herein as "Contractor," located at [contractor's address].

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective [date] and shall remain in effect until and including [date], unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A — Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed [written amount](\$).
4. Insurance.
  - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
    - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage; and
    - (2) Automobile bodily injury and property damage liability insurance coverage shall be a minimum of \$1,000,000 per occurrence.
  - b. **Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED**. Notice of any material change or policy

cancellation shall be provided to Metro 30 days prior to the change or cancellation.

c. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

d. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$1,000,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

e. Contractor shall provide Metro with a certificate of insurance complying with this article and naming Metro as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

## 6. Documents and Maintenance of Records.

a. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:

- (1) The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;

- (2) Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
- (3) Any cost and pricing data relating to the contract; and
- (4) Payments made to all suppliers and subcontractors.

b. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

c. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

d. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section M.

e. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

f. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.

g. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification as a bidder or proposer for future Metro contracts as provided in ORS 279.037 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279.029 and Metro Code Section 2.04.052.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state



civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

METRO

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT A**  
(Of Personal Services Agreement)

Contract No: \_\_\_\_\_

**SCOPE OF WORK**  
**Remedial Investigation and Feasibility Study (Phase 2)**  
**St. Johns Landfill**

Contractor shall provide the following professional consulting services to Metro.

- 1) Contractor shall perform a Remedial Investigation (RI) consistent with the attached Consent Order (Attachment 1) and the attached RI Work Plan (Attachment 2)
- 2) If Metro chooses to negotiate an amendment with Contractor for Phase 2 of the RI-FS (i.e., the Feasibility Study), Contractor shall implement the FS according to the terms of the amendment.
- 3) Upon Metro's notice to Contractor to proceed with implementation of the services described in this Scope of Work, Metro shall make available all documents identified in the attached reference list (Attachment 3: "Selected References for Remedial Investigation / Feasibility Study: St. Johns Landfill"). Contractor shall utilize these documents as appropriate in providing services under this Statement of Work.
- 4) Contractor shall give Metro prior written notice of any intention to substitute or otherwise change any key member of the consulting team, including its project manager, as identified in its proposed project organization, and the rationale for such action. Contractor shall not substitute or otherwise change such personnel, if Metro gives Contractor reasonable objection in writing within 10 days after Metro receives such notice.
- 5) Contractor shall prepare quarterly RI progress reports to Metro, no later than the fifth business day of each of the following months: February, May, August, and November. Each report shall summarize work performed during the 3 months preceding the month that the report is due to Metro.
- 6) Ten or more business days before the due date to DEQ of any work product required under this Scope of Work, Contractor shall submit four copies of a draft work product to Metro, unless otherwise approved by Metro. Metro shall review the draft and provide comments to Contractor no later than five business days before the due date. Contractor shall incorporate each Metro comment into a final work product, unless otherwise approved by Metro, shall submit five copies of the final work product to DEQ's Northwest Region Office by the due date, and provide Metro with five copies of the submitted document, including one electronic copy of the complete document. These requirements shall not apply to annual environmental monitoring reports, the specific requirements for which are described below.

- 7) Contractor shall address DEQ comments regarding any submitted work product, as directed by Metro, and as necessary to achieve DEQ's approval of the work product.
- 8) Contractor shall complete all "starting point" tasks identified in Section VI (H) of the RFP, consistent with the RI Work Plan, at costs not to exceed the task-specific costs established by this Agreement.
- 9) Contractor shall complete all other tasks consistent with this Scope of Work, according to terms established by task orders, as negotiated between Metro and Contractor at the time such work is determined to be needed, based on DEQ review of work products, and DEQ discussions with Metro and Contractor. The workscope and budget for each task order shall be authorized by Metro, in writing, and shall include authorization to transfer dollars from a contingency sum to be established by Metro during contract negotiations. Exceptions to the task order process are the FS, for which scope and cost will be established through contract amendment or under a new contract, and annual environmental monitoring reports, the scope and cost for which are specified in this Scope of Work.
- 10) During the contract term, Contractor shall prepare up to three annual environmental monitoring reports (AEMRs) to DEQ, consistent with the Environmental Monitoring Plan for St. Johns Landfill. The EMP section describing the required AEMR contents is attached (Attachment 5). For each AEMR prepared by Contractor, Metro will provide all of the required monitoring data and related field information, for the reporting period.

The final version of any AEMR submitted to DEQ shall include the stamp of approval of a geologist, or certified engineering geologist, with current Oregon registration. AEMR 2004 shall be submitted to DEQ within 90 days of execution of the contract, unless otherwise approved by Metro. AEMRs 2005 and 2006, if implemented as determined by Metro, shall be submitted to DEQ by March 30 of 2006 and 2007, respectively. Contractor shall submit one draft copy of any such AEMR to Metro for review, no later than eight business days before the due date to DEQ. Metro shall provide comments to Contractor no later than four business days before the due date. Contractor shall incorporate each Metro comment into a final work product, unless otherwise approved by Metro, and shall submit four copies of the final work product to DEQ's Northwest Region Office by the due date, and provide Metro with four copies of the submitted document, including one electronic copy of the complete document.

The cost for preparing and submitting any such AEMR to DEQ shall not exceed ten thousand dollars (\$10,000).

- 11) If groundwater-monitoring wells must be installed to complete any task described in the attached RI Work Plan, as determined by DEQ review of works products and its discussion with Metro and Contractor, Metro will procure a construction contract directly, for well installation, and capital costs for such shall be covered by Metro from a source that is separate from this contract. For any such well installation, Contractor shall provide well specifications and locations, and well installation direction and management, under a workscope and budget established through the task order process described in this Scope of Work.
- 12) Any analytical laboratory subcontracted by Contractor to provide services under this Scope of Work shall be certified for parameters, matrices and test methods described in the RI Work Plan, under the Oregon Environmental Laboratory Accreditation Program (ORLAP) or the National Volunteer Laboratory Accreditation Program (NVLAP). The Contractor shall notify Metro in writing of all performance evaluations, new accreditation or certification of any laboratory performing work under this Scope of Work, within 30 days of receipt of such.
- 13) The Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice (see Section 4.d of standard personal services agreement).
- 14) Notwithstanding the insurance and indemnification specifications included in this Agreement, Contractor liability for any work performed under this Scope of Work shall be governed by ORS 465.340 (1)(a), as applicable.
- 15) Contractor's billing statements will include an itemized statement of unit prices for labor that are consistent with unit pricing established by this Agreement. Such statements shall also include materials, and equipment, an itemized statement of work done and expenses incurred during the billing period, shall not be submitted more frequently than once a month, and shall be sent to Metro, Attention Solid Waste and Recycling Department. Metro will pay Contractor within 30 days of receipt of an approved billing statement.