

RESOLUTION 2013 - 58



**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING
AMENDMENT NO. 2 TO THE AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES
(Pacific Groundwater Group, Inc.)**

WHEREAS, on January 9, 2012, the City Council approved Resolution 2012-04 City Council approved an agreement for professional engineering services with Pacific Groundwater Group, Inc. (PGG) for the remediation of environmental contamination at the Sunnyside Municipal Airport; and

WHEREAS, the remediation phase of the environmental contamination has been completed and the Remedial Investigation Work Plan has been submitted to the Washington State Department of Ecology for their review/ approval; and

WHEREAS, the City of Sunnyside and Pacific Groundwater Group, Inc. have negotiated the proposed Amendment No. 2 to the Agreement to proceed with the Remedial Investigation Work Plan in the amount of \$97,034; and

WHEREAS, the City Council finds and determines that such approval is in the best interests of residents of the City of Sunnyside and will promote the general health, safety and welfare.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

SECTION 1. That Amendment No. 2 to the Agreement for professional engineering services with Pacific Groundwater Group, Inc. to include the Remedial Investigation Work Plan in the amount of \$97,034, which is attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved; and the City Manager is hereby authorized to execute and administer such agreement for and behalf of the City of Sunnyside.

SECTION 2. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 22nd day of July, 2013.



JAMES A. RESTUCCI, MAYOR

ATTEST:



DELILAH SAENZ, CMC, CITY CLERK

APPROVED AS TO FORM:



KERR LAW GROUP
Attorneys for the City of Sunnyside

EXHIBIT "A"

**AMENDMENT 2
TO CONTRACT BETWEEN**

**City of Sunnyside
818 East Edison Avenue
Sunnyside, WA 98944**

And

**Pacific Groundwater Group, Inc.
2377 Eastlake Ave E. Suite 200
Seattle, WA 98102**

PROJECT: Sunnyside Municipal Airport Environmental Investigation

The attached scope of work (Exhibit A) and budget (Exhibit B) constitute Amendment 2 to the contract dated January 12, 2012 between the City of Sunnyside and Pacific Groundwater Group.

The performance of the services authorized by the City of Sunnyside, as well as payment for such services, shall be in accordance with the Terms and Conditions set forth in the original contract dated July 12, 2012 unless amended herein. PGG billing rates have been adjusted upward for this amendment to conform to current PGG standards. The budget under this Amendment 2 is in addition to budgets established in the original contract and Amendment 1.

The budget is increased by \$97,034. Total authorization is revised to \$117,694.

If you agree to the scope of work under the budget and schedule provided, and in accordance with the terms and conditions of the original contract, sign both copies of this amendment and return one signed copy to us.

For the City of Sunnyside:

For Pacific Groundwater Group:

Date _____

Date _____

John C. Darrington
Interim City Manager

Exhibit A Scope of Work
Exhibit B Estimated Costs

attachments:

AMENDMENT 2 EXHIBIT A - SCOPE OF WORK

Amendment 2 provides authorization to conduct a Remedial Investigation at the Sunnyside Municipal Airport Pesticide Site, as described in the Remedial Investigation Work Plan completed under Amendment 1. The scope also includes assistance for an amendment to the Agreed Order (DE9746); the Agreed Order will be amended at the conclusion of the Remedial Investigation. This scope of work and the associated budget in Exhibit B assume that the investigation area and complexity of the site are consistent with the scope outlined in the Remedial Investigation Work Plan. The scope of work and budget may need to be revised if conditions are substantially different than those anticipated in the Remedial Investigation Work Plan.

PGG will subcontract the analytical laboratory, drilling, and survey work as described in each task.

Task 2-1: Project Management

Invoices will be prepared monthly and include a summary of work for which payment is requested. PGG will submit monthly progress reports to Ecology on behalf of the City. PM budget assumes a project duration of 9 months.

PGG managers will be available by phone and email to answer questions and address issues posed by the City.

Deliverables: Monthly invoices, and monthly progress summaries to Ecology.

Task 2-2: Preliminary Debris Mapping

PGG will conduct a geophysical investigation of buried debris at the site using a portable magnetometer. PGG will communicate the extent of debris to the City and Sunnyside as a map based on the magnetometer readings.

Deliverable: Debris map based on magnetometer readings. The map will be delivered via email.

Task 2-3: Phase I Field Investigation

PGG will collect soil and groundwater samples at the site. This will include several subtasks:

1. Logistics including: coordinate with drilling and analytical subcontractors, and utility location
 2. Collect soil and groundwater samples
 3. Compile Phase I data and identify data gaps including quality assurance review
-

EXHIBIT "A"

4. Communicate with City and Ecology regarding scope of Phase II sampling. The Phase II sampling plan will be communicated by email as a map of sampling locations and table of analytes.

Deliverable: Compiled Phase I data as a memo with a map and table of results and Phase II sampling map. Deliverables will be communicated via email.

Task 2-4: Phase II Field Investigation

PGG will collect soil and groundwater samples at the site. This will include several subtasks:

1. Logistics including: coordinate with drilling and analytical subcontractors
2. Collect soil and groundwater samples at the site
3. Quality assurance review of analytical data.
4. Coordinate disposal of investigation-derived waste from Phase I and II sampling (purge water and soil)

Deliverable: None. Results will be included in the reporting described in Task 2-6.

Task 2-5: Investigation Contingency

If sampling results indicate that groundwater is impacted and that, after communication with Ecology, groundwater monitoring wells should be installed, PGG will:

1. Coordinate and observe installation of up to three monitoring wells, including final design based on field conditions.
2. Coordinate survey of well measuring point elevations
3. Sample wells and coordinate laboratory analyses

Deliverable: None. Results will be included in the reporting described in Task 2-6.

Task 2-6: Reporting

PGG will prepare a Draft Remedial Investigation report including the results of sampling in Tasks 2-2 through 2-5, and meeting the requirements of the Agreed Order. PGG will provide a copy of the Draft Remedial Investigation report to the City for review and comment prior to submission to Ecology for review. This Remedial Investigation report will not include a Feasibility Study (see Task 2-7).

PGG will prepare a Final Remedial Investigation report incorporating comments from Ecology. PGG will provide a draft copy of the Final Remedial Investigation report to the City for review and comment prior to final submission to Ecology.

Deliverable: Draft and Final Remedial Investigation Reports.

EXHIBIT "A"

Task 2-7: Agreed Order Amendment

After consideration and discussion of remedial investigation results, PGG will assist the City with an amendment to the Agreed Order. The amendment will either describe the requirements for an Interim Action Plan at the site or Feasibility Study depending on the findings of the remedial investigation and communications with Ecology.

Deliverable: Draft and Final Remedial Investigation Reports.



EXHIBIT "A"

Exhibit B. Cost Estimates
Sunnyside Municipal Airport
Sunnyside, Washington

PACIFIC GROUNDWATER GROUP TASKS/SUBTASKS	ESTIMATED HOURS							Subcontract Costs	Overhead	Subtask	TASK COST
	Support \$55	Technical \$100	Senior Staff \$110	Associate \$130	Principal \$150	Labor Cost	Direct Costs				
2-1 Project Management	12			15	20	\$5,610	Phone/misc \$ 50		\$5	\$5,665	\$7,525
General PM				12	2	\$1,860				\$1,860	
Ecology Progress Reports											
Assessment and Investigations											
2-2 Preliminary Debris Mapping		2	2	15	1	\$2,520	Equipment/Trav. \$ 750			\$3,270	\$4,100
Debris Mapping										\$850	
Communicate Results to Ecology						\$830					
2-3 Phase I Field Investigation			5	30	1	\$700	Travel \$ 420	Geoprobe (2 days) Analytical Lab Costs	\$322 \$1,033	\$700 \$13,082 \$21,082	\$34,874
Logistics											
Sampling											
Analysis, data QA, and Phase II Plan		2		10	2	\$3,120					
2-4 Phase II Field Investigation			4	5	1	\$590	Travel \$ 290	Geoprobe (1 day) Analytical Lab Costs MarVac	\$389 \$760 \$15	\$590 \$7,059 \$8,905 \$465	\$17,019
Logistics											
Sampling						\$4,100					
Analysis and Data Quality Assurance		4				\$550					
Soil/water disposal		3				\$300					
2-5 Investigation Contingency		20	4	65	2	\$2,740	Travel \$ 350	3 wells (contingency)	\$635	\$9,725	\$14,678
Additional Monitoring Wells										\$2,020	
Survey Monitoring Wells						\$370		Surveyors	\$150	\$2,933	
Sample Additional Wells		12	1	10	1	\$1,460		Analytical Lab Costs	\$134		
2-6 Reporting		8	25	5	5	\$3,100	Copies \$ 40		\$4	\$13,244	\$18,838
Prepare Draft Remedial Investigation Report										\$3,144	
Finalize and Submit RI Report		5					Copies \$ 40		\$0		
2-7 Agreed Order Amendment		9	5	10	4	\$2,450				\$2,450	\$2,450
Assist with Agreed Order Amendment											
TOTAL HOUR ESTIMATES	12	56	130	173	52		\$2,140				\$97,034
SUBTOTAL DOLLARS	\$660	\$5,600	\$14,300	\$22,490	\$7,800		\$39,914		\$4,130		\$97,034
ESTIMATED TOTAL COST											\$97,034