

RESOLUTION 2015 - 52



ORIGINAL

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SUNNYSIDE, WASHINGTON, APPROVING  
AMENDMENT NO. 3 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 Remedial Investigation Work Plan phase of the environmental contamination has been completed, and the Washington State Department of Ecology requires that PGG conduct a Focused Feasibility Study, prepare a Cleanup Action Plan, and provide environmental support services related to the Sunnyside Municipal Airport Pesticide Site; and

**WHEREAS**, the City of Sunnyside and PGG have negotiated the proposed amendment to the agreement to proceed with the Focused Feasibility Study, prepare a Cleanup Action Plan, and provide environmental support services in the amount of \$50,239; 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 the amendment to the agreement for professional engineering services with Pacific Groundwater Group, Inc. to include the Focused Feasibility Study, prepare a Cleanup Action Plan, and provide environmental support services in the amount of \$50,239, 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 24<sup>th</sup> day of August, 2015.



\_\_\_\_\_  
JAMES A. RESTUCCI, MAYOR

**ATTEST:**



\_\_\_\_\_  
DELILAH SAENZ, CMC, CITY CLERK

**APPROVED AS TO FORM:**



\_\_\_\_\_  
KERR LAW GROUP, PLLC  
Attorneys for the City of Sunnyside

**AMENDMENT 3  
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 3 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 3 is in addition to budgets established in the original contract, Amendment 1, and Amendment 2, which totaled \$117,694.

With Amendment 3, the budget is increased by \$50,239 and the total authorization is revised to \$167,933.

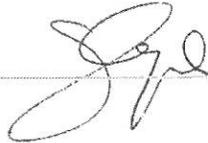
If you agree to the scope of work under the budget and schedule provided, and in accordance with the terms and conditions of the original contract, sign both copies of this amendment and return one signed copy to us.

For the City of Sunnyside:

Date \_\_\_\_\_

For Pacific Groundwater Group:

Date 7/30/15



attachments:

Exhibit A      Scope of Work  
Exhibit B      Estimated Costs

---

### **AMENDMENT 3**

#### **EXHIBIT A - SCOPE OF WORK**

Amendment 3 provides authorization to conduct a Focused Feasibility Study, prepare a Cleanup Action Plan, conduct a groundwater monitoring event, and provide environmental support services related to the Sunnyside Municipal Airport Pesticide Site, as described in the Amendment to the Agreed Order (DE9746) for the site. The scope also includes assistance for either amendment or negotiation of a new Agreed Order for implementation of the Cleanup Action Plan. This scope of work and the associated budget in Exhibit B assume that no additional investigation will be conducted as a part of this scope of work.

PGG will subcontract the analytical laboratory work as described in each task.

#### **Task 3-1: 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 12 month project duration.

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 3-2: Feasibility Study (FS)**

PGG will prepare a Focused Feasibility Study (FFS) of remedial options for the site. As outlined in the Amended Agreed Order, The FFS process will begin with a FFS planning meeting attended by the City, Ecology, and a representative from PGG. PGG will then prepare a draft FFS for City review. PGG will respond to comments from the City and then submit a draft FFS to Ecology for agency review. PGG will then prepare a final FFS for City and Ecology review.

Deliverable: Focused Feasibility Study report.

City Responsibilities: Grant administration, review draft deliverable, attend meeting.

#### **Task 3-3: Cleanup Action Plan**

PGG will prepare a draft Cleanup Action Plan (CAP) for the site. As outlined in the Amended Agreed Order, The CAP process will begin with a CAP planning meeting attended by the City, Ecology, a representative from PGG, and other regulatory agencies as appropriate. PGG will then prepare a draft CAP for City review. PGG will respond to comments from the City and then submit a draft CAP to Ecology for agency review. PGG will then finalize the CAP for City review and submission to Ecology.

---

EXHIBIT "A"

Deliverable: Cleanup Action Plan (CAP).

City Responsibility: review draft deliverable, attend meeting.

**Task 3-4: Groundwater Monitoring**

PGG will collect groundwater samples from the three monitoring wells at the site. Samples will be submitted to OnSite Environmental in Redmond, Washington for analysis. Analytical results and sampling summary will be included in a monthly progress report.

Deliverable: Data report included in monthly progress report.

City Responsibility: arrange access to site as needed.

**Task 3-5: Agreed Order Support**

PGG will assist the City with development of a new Agreed Order for the site for implementation of the Cleanup Action Plan, or an amendment to the Agreed Order. Budget assumes Ecology will be primary author of the AO.

Deliverable: Comments and edits to draft AO.

City Responsibility: Comments and edits to draft AO.

---

**Exhibit B. Estimated Costs**  
 Sunnyside Municipal Airport Pesticide Spray Shed, Sunnyside Washington

PACIFIC GROUNDWATER GROUP TASKS/SUBTASKS	ESTIMATED HOURS										Subcontract Costs \$	Overhead \$	Subtask \$	TASK COST		
	Support \$60	Technical \$110	Senior Staff \$115	Associate \$135	Principal \$170	Labor Cost	Direct Costs									
<b>3-1 Project Management</b>	12															
General PM				10		10	\$3,770	Phone/misc	\$ 50							\$5,785
Ecology Monthly Progress Reports				12	2	\$1,960										\$1,960
<b>3-2 Focused Feasibility Study (FFS)</b>																
Prepare Draft FFS				60		10	\$10,680									\$10,680
FS Planning Meeting				12		2	\$1,960	Travel	\$ 200							\$2,180
Submit Draft FFS to Ecology				10		2	\$1,910									\$1,910
Respond to Comments and Submit Final FFS				20		8	\$4,500	Printing	\$ 100							\$4,610
<b>3-3 Cleanup Action Plan (CAP)</b>																
Prepare Draft CAP				60		8	\$10,560									\$10,560
CAP Planning Meeting				12		1	\$1,790	Travel	\$ 200							\$2,010
Submit Draft CAP to Ecology				10		2	\$1,910									\$1,910
Respond to Comments, Final CAP to Ecology				20		6	\$4,160	Printing	\$ 100							\$4,270
<b>3-4 Groundwater Monitoring</b>																
Sample Three Monitoring Wells, Data QA			12	4		4	\$2,600	Travel	\$ 200	Analytical	\$1,140					\$4,074
<b>3-5 Agreed Order Support</b>																
Assist with Post-CAP AO or AO Amendment				10		4	\$2,250									\$2,250
<b>TOTAL HOUR ESTIMATES</b>	12	32	12	240	59											
<b>SUBTOTAL DOLLARS</b>	\$720	\$3,520	\$1,380	\$32,400	\$10,030				\$858		\$1,140	\$199				\$50,239
<b>ESTIMATED TOTAL COST</b>																\$50,239