

RESOLUTION 2012 - 440



**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING
AGREEMENT FOR PROFESSIONAL ENGINEERING
SERVICES WITH PACIFIC GROUNDWATER GROUP (PGG)
(Well 6 Evaluation)**

WHEREAS, on June 4, 2012 the City of Sunnyside became aware of concerns involving Well #6; and

WHEREAS, PGG has the most recent well logs and history on this well-site; and

WHEREAS, the City of Sunnyside negotiated an emergency assessment agreement for professional engineering services with PGG, for the provision of professional engineering services for such project; and

WHEREAS, the City Council finds and determines that approval of such agreement 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 "Proposal for Well 6 Evaluation," a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, by and between the City of Sunnyside and Pacific Groundwater Group, for the provision of professional engineering services described therein, is hereby accepted; and the Interim City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

SECTION 2. This Resolution shall be effective upon passage, approval and signatures hereon as required by law.

PASSED this 25th day of June, 2012.



MIKE FARMER, MAYOR

ATTEST:



DELILAH SAENZ, CITY CLERK

APPROVED AS TO FORM:



MENKE JACKSON-BEYER EHLIS HARPER & PLANT, LLP
Attorneys for the City of Sunnyside

EXHIBIT "A"



June 13, 2012

City of Sunnyside
818 East Edison Ave.
Sunnyside, WA 98944

Attn: Shane Fisher, Water Utility

Re: Proposal for Well 6 Evaluation

Dear Mr. Fisher,

We are pleased to submit this proposal to assist the City of Sunnyside in evaluation of problems at Well 6. Attachments to this proposal include the Scope of Work, Cost Estimate, and Terms and Conditions. The scope, budget, and terms and conditions are incorporated into our agreement with you and by your authorization to proceed, you are acknowledging those portions of the agreement. PGG charges will be invoiced on a time and materials basis predicated upon the enclosed fee schedule; however, most of the costs are subcontracts, which will be billed by hours or tasks, according to subagreements PGG will establish with the subcontractors. Unexpected conditions may be encountered which may warrant additional work, and PGG will bring these to your attention and seek your approval for any added expenditures.

Our professional services will be performed, our findings obtained, and our report prepared in accordance with generally accepted practices pertinent to the work. This warranty is in lieu of all other warranties, express or implied.

If you agree to authorize this work, please have both copies of this proposal signed by an appropriate authority and return one signed copy to us.

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We appreciate the opportunity to submit this proposal and look forward to working with you. Please call if you have any questions.

For Pacific Groundwater Group



**Charles T. Ellingson
Principal**

Approved by City of Sunnyside

By _____

Its _____

Dated _____

Attachments: Exhibit A - Scope of Work
Exhibit B - Estimated Costs
Exhibit C - 2012 Standard Terms and Conditions

EXHIBIT "A"

Exhibit A - SCOPE OF WORK
CITY OF SUNNYSIDE WELL 6 EVALUATION
June 11, 2012

STATEMENT OF UNDERSTANDING

Kirk Weets contacted Pacific Groundwater Group (PGG) on June 4, 2012 and explained that the pump in City well 6 vibrated badly and would not run, and that a deposit of sand was present at the well head. Mr. Weets asked PGG to recommend an approach to evaluate the problem, which was provided via email on June 4, 2012. Shane Fisher then requested this scope of work, which parallels the approach provided earlier.

Well 6 was drilled in 1963. It has three strings of casing (24" to 80 ft, 20" to 233 ft, and 16" to 498 ft). Below 498 ft the well penetrates the Saddle Mountains basalt aquifer as an open borehole to a total depth of 769 ft. The copy of the geologic log that we have is poor, but no sand lenses appear to be present within the open borehole portion. Problems with the pump in 1995 and 1997 are well-documented and resulted in pump rebuilds. Changes in well yield unrelated to the pump are alluded to but are unclear. Interference with wells 7 and 9, which are in the same aquifer, was documented at that time. A pumping test was performed in 1995 which is documented. The well was videoed in 1995 and we have a summary of observations but not the video tape. The summary indicates some corrosion, an out-of-round casing section, and several pieces of loose airline. Inspection of the pump column (not the well casing) in 1995 revealed holes apparently from corrosion.

Production of sand may indicate that the 16-inch casing is rusted-through. Sand production could also come around the bottom of the casing or from a sand lens within the basalt but we think these last two possibilities are not likely given the fact that this is apparently a new problem.

Based on recommendations (not as-builts) in 1997, the turbine pump in Well 6 is set on 8-inch column with the intake at 490 feet depth. The nominal pumping rate was 700 gpm.

We understand that the City would like Well 6 back in production as soon as possible.

SCHEDULE

Pacific Groundwater Group, Foremost Pump, and Clark Underground Surveys are available to begin work on this project and will coordinate with the City to complete the project without delay.

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SCOPE OF WORK

Task 1 – Pull, Inspect, and Reinstall Pump

PGG will establish a subcontract with Foremost Pump Inc. to perform this task. The work will be performed with the well head open, thus the City will manage any artesian flow or prevent it. The City will provide Foremost with clear access to the Well 6 wellhead.

Foremost will remove and inspect the motor and pump. Foremost will recommend and estimate the costs of rebuild or replacement options as appropriate. Repairs or replacement may be performed by Foremost if requested by City but are unknown at this time and not included in current budget. Foremost will reinstall pump (this is budgeted herein). Foremost will provide fencing and a security guard while the well is open and Foremost equipment is on site. PGG will be onsite during opening of the well.

Task 2 – Video the Well

PGG will establish a subcontract with Clark Underground Survey to perform this task. Clark will video as much of the well as possible, provide interpretation of the image during filming, and provide three copies of the video on a DVD. If requested and possible, the City shall operate wells 7 and 9 such that artesian flow resumes at Well 6 for up to several hours prior to filming (to clear the well water of turbidity that would obscure the image). In this case the City shall route the artesian flow in a controlled manner. Alternatively, Clark may request that the City route potable water *into* Well 6 for several hours to clear the water. Clark can provide a small submersible pump to pump the well if necessary (at extra cost). PGG will be on site during the video.

Task 3 – Remove Debris from the Well

PGG will establish a subcontract with Foremost Pump Inc. to perform this task. After video of the well, Foremost will remove as much man-made debris from the well as feasible within the established hourly budget. Possible sand accumulation in the bottom of the well will not be removed in this task.

Task 4 – Run Alignment Test

PGG will establish a subcontract with Clark Underground Survey to perform this task. Clark will perform a borehole alignment test using an electronic device that will measure borehole inclination over both the cased and uncased portions, and orientation over the open borehole portion. PGG may or may not be onsite during this task.

Task 5 – Test Water for Corrosion Parameters

If Well 6 has artesian flow, PGG will sample the water for the following corrosion indicator parameters:

- pH
- Electrical Conductivity

EXHIBIT "A"

- Metals: Dissolved Iron, Manganese
- Dissolved Oxygen
- Hydrogen Sulfide
- Alkalinity
- Chloride
- Temperature

If the well does not have artesian flow during PGG's time on site, this task will not be performed under this contract (but may be advisable for the City to perform later).

Task 6 -- Report with Recommendations

PGG will provide a brief report that summarizes the findings of the pump inspection, video, alignment and corrosion tests. The report will recommend corrective actions for the pump and well.

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Exhibit B - Cost Estimate
 CITY OF SUNNYSIDE WELL 6 EVALUATION
 June 11, 2012

	PGG Costs										Subtask Cost Total	TOTAL TASK COST
	Support		Principal	PGG LABOR		PGG DIRECI	DIRECT MARKUP		Subcontracts (includes Markup 10%)			
	\$\$\$	\$55		PGG	LABOR		%	\$	Subcontractor	Cost		
Task 1 – Pull, Inspect, and Reinstall Pump	0.25	1.2	\$1,814	0%	\$0	\$150	0%	\$0	Foremost	\$ 21,254	\$ 23,218	\$ 23,218
Task 2 – Video the Well	0.25	10	\$1,514	0%	\$0	\$150	0%	\$0	Clark	\$ 1,320	\$ 2,984	\$ 2,984
Task 3 - Remove Debris from Well		1	\$150	0%	\$0		0%	\$0	Foremost	\$ 6,072	\$ 6,222	\$ 6,222
Task 4 – Run Alignment Test	0.25	10	\$1,514		\$150				Clark	\$ 2,750	\$ 4,414	\$ 4,414
Task 5 - Sample for Corrosion Indicators		4	\$600	10%	\$18	supplies \$25	10%	\$18	Chem Lab	\$ 153	\$ 796	\$ 796
Task 6 - Report develop recommendations and draft letter review and final production followup communication	0.25	6	\$1,800	10%	\$2	teleph \$20	10%	\$2			\$ 1,822	\$ 1,822
		4	\$600	0%	\$0		0%	\$0			\$ 914	\$ 914
TOTAL HOUR ESTIMATES	1	59									\$ 600	\$ 600
SUBTOTAL DOLLARS	\$55	\$8,850	\$ 8,905		\$495	\$495		\$20		\$ 31,549	\$ 31,549	\$ 31,549
ESTIMATED TOTAL COST											\$	\$ 40,969

EXHIBIT "A"

Exhibit C - 2012 PACIFIC GROUNDWATER GROUP TERMS AND CONDITIONS

SCHEDULE OF CHARGES. The schedule establishing fees for Pacific Groundwater Group's services is presented below. A new schedule is issued at the beginning of each year or when otherwise dictated by inflationary changes. Unless other arrangements have been made, charges for all work, including continuing projects initiated in the prior year, will be based on the latest SCHEDULE OF CHARGES in the latest PACIFIC GROUNDWATER GROUP TERMS AND CONDITIONS.

Principal Technical Services	\$150/hr.	Travel & Sustenance	Cost plus 10%
Senior Technical Services	\$90 to \$125/hr	Subcontract and Direct Expense	Cost plus 10%
Associate Technical Services	\$130/hr.	Long Distance and Cellular Phone Expenses	Cost plus 10%
Staff Technical Services	\$85 to \$95/hr.	Xerox & Oversize Copies	\$0.15/copy & \$1/sq. ft
Technical Support Services	\$55/hr.	Automobile Mileage	Federal mileage + \$0.05
Legal Support (Preparation, Deposition, Testimony, Travel)	\$200/hr.	Truck Mileage	Federal mileage + \$0.10

PAYMENT, INTEREST, COLLECTION. Invoices will be submitted once per month for service expenses rendered during the prior month. Payment will be due within thirty (30) days of the invoice date. Interest will be added to accounts in arrears at the rate of one and one-half percent (1 - 1/2%) of the average for each month of delinquency not to exceed the maximum annual percentage rate allowed by law. All expenses incurred for lending or collecting any delinquent amount, including but not limited to reasonable attorney fees, witness fees, reasonable charges at current billing rates for the time devoted by the Pacific Groundwater Group's personnel, document duplication, organization and storage costs, taxable court costs, travel and subsistence, shall be paid to the Pacific Groundwater Group in addition to the delinquent amount. If at any time, present or future, the State, County, City or Municipality assesses a sales, use, or ad valorem tax upon Pacific Groundwater Group for any of the services, supplies, testing or other work performed by Pacific Groundwater Group and/or its subcontractors under this contract, the client agrees to pay such taxes in addition to, and hold Pacific Groundwater Group harmless from such, or should Pacific Groundwater Group elect to pay such taxes directly, the client agrees to reimburse and indemnify Pacific Groundwater Group in full.

TERMINATION. In the event the client requests termination of the work prior to completion, Pacific Groundwater Group will be paid for all work performed up to the notice of termination and for all expenses incurred or committed to that cannot be canceled. Pacific Groundwater Group also has the right to complete, at the client's expense, the analysis and records necessary to so order the work as to protect our professional reputation. A termination charge may also be made to cover the preparation and administrative costs related to the work. Charges will include all reasonable expenses incurred, and time for Pacific Groundwater Group's personnel, charged at the current rates.

CLIENT FURNISHED INFORMATION. The client is responsible to provide, by map or drawing, a description of the property, its location and the location of any buried structures or utilities. Pacific Groundwater Group will not be held liable for damage or injury to subterranean structures (pipes, tanks, telephone cables, etc.), nor to injury to persons arising from damage to subterranean structures, which are not called to our attention and correctly shown on the plans furnished to Pacific Groundwater Group in connection with the work performed by Pacific Groundwater Group. The client agrees to indemnify and hold harmless Pacific Groundwater Group for any and all incorrect or omitted location information to the extent and terms provided in the paragraph entitled "INDEMNIFICATION."

RIGHT OF ENTRY. Unless otherwise agreed, Pacific Groundwater Group will be furnished right-of-entry on the land to make planned borings, surveys and other explorations. Pacific Groundwater Group will take reasonable precautions to minimize damage from use of equipment, but have not included in our fee the cost of restoration of damage which may result from work as outlined in this contract. If Pacific Groundwater Group is required to restore the property to its former condition, the cost of such restoration will be estimated. The additional sum will be agreed upon in writing between Pacific Groundwater Group and the client, and added to the original fee.

SAMPLE RETENTION. Due to the expense of storage costs and limited storage life of samples, Pacific Groundwater Group will discard samples sixty (60) days after submission of the report unless arrangements are made for repackaging and storage fees. Alternatively, at the client's request, the samples will be delivered to the client at the client's expense. All samples containing hazardous materials will be returned to the client, at the client's expense, subsequent to use.

OWNERSHIP OF DOCUMENTS. Any documentary report or tangible item developed and furnished under this agreement is intended solely for the purpose of communicating and transferring tangible information relating to professional services. All designs, drawings, specifications, notes, data samples, materials, report reproductions, and other works developed by Pacific Groundwater Group, are instruments of service and, as such, remain the property of Pacific Groundwater Group. The client agrees to hold harmless and indemnify Pacific Groundwater Group against all claims, demands, losses, penalties, or damages, including reasonable attorney's fees, arising use of these documents on extensions of this project or any other project without the written permission of Pacific Groundwater Group.

INSURANCE. Pacific Groundwater Group maintains Worker's Compensation for its employees as required by State law. Pacific Groundwater Group is protected by Public Liability Insurance to a maximum of \$1,000,000 combined single limits, for bodily injury and property damage liability, and will furnish certificates thereof upon request. Within the limits of said insurance, Pacific Groundwater Group agrees to hold the client harmless from and against loss, damage, injury or liability arising directly from negligent acts committed by Pacific Groundwater Group, its employees, agents, subcontractors and subcontractors' employees and agents.

INDEMNIFICATION. To the fullest extent permitted by law, the client agrees to defend, indemnify and hold Pacific Groundwater Group, including but not limited to Pacific Groundwater Group's agents, employees, subcontractors and subcontractors' employees, agents and subcontractors, harmless from and against any and all claims, associated defense costs (including reasonable attorney's fees) damages and other liabilities arising out of or in any way related to Pacific Groundwater Group's work on the project. The client shall indemnify Pacific Groundwater Group against liability for damages caused by or resulting from the concurrent negligence of (a) the client, its agents, employees, subcontractors and subcontractors' employees, agents and subcontractors, and (b) Pacific Groundwater Group, and its agents, employees, subcontractors and subcontractors' employees, agents only to the extent of the client's negligence or the negligence of the clients' agents, employees, subcontractors and subcontractors' employees, agents and subcontractors.

LIMITATION OF LIABILITY. With the exception of claims covered by Pacific Groundwater Group's insurance, as provided in the paragraph entitled "INSURANCE" above, and notwithstanding any other term or condition hereof to the contrary, Pacific Groundwater Group's liability under this contract shall, under no circumstances exceed \$50,000 or the total of the fees paid by the Client to Pacific Groundwater Group under the attached scope of work and contract, whichever is greater.

STANDARD OF CARE. Pacific Groundwater Group agrees to provide the client, for its sole benefit and exclusive use, the consulting services set forth in Pacific Groundwater Group's attached proposal. Pacific Groundwater Group's services shall be performed in accordance with generally accepted practices in the same or similar localities, related to the nature of the work accomplished, at the time the services are performed.

HAZARDOUS SUBSTANCES AND CONDITIONS. The client recognizes that Pacific Groundwater Group's services do not include generating, storing, transporting, or disposing of substances considered to be hazardous and requiring permits under Federal, State or local environmental laws. The client warrants that if it knows or suspects that hazardous substances may exist on the property, the client has so informed Pacific Groundwater Group.

UNFORESEEN OCCURRENCES. If any unforeseen conditions or occurrences, including but not limited to hazardous substances or pollutants, are encountered which, in Pacific Groundwater Group's sole judgment, significantly affect the recommended scope of work, Pacific Groundwater Group will promptly notify the client. After such notification, Pacific Groundwater Group will complete its original scope of work, if appropriate, or agree with the client to modify the agreement, or to terminate the work pursuant to the termination clause listed above.

SUBSURFACE RISKS AND SITE DAMAGE. The client recognizes that special risks occur and "guarantees" cannot be expected whenever professional consulting services are applied in evaluating subsurface conditions. Pacific Groundwater Group cannot eliminate these risks altogether, but can apply professional techniques to reduce the risks to a level considered tolerable and the client agrees to accept that level of risk. The client recognizes that the use of exploration and test equipment may unavoidably damage or alter the property surface or subsurface and the client agrees to assume responsibility for such unavoidable damages or alterations. Further, the client assumes responsibility for personal or property damage due to interference with subterranean structures, including but not limited to subsurface pipes, tanks and utility lines, that are not called to Pacific Groundwater Group's attention in writing or correctly as shown on plans provided by the client.

INTERPRETATIONS AND TIME BAR TO LEGAL ACTION. Interpretations and enforcement of this agreement shall be governed by the laws of the State of Washington. All legal actions by either party to this contract against the other, related to this agreement or any addendum to it, shall be barred after two years have passed from the time the claimant knew or should have known of its claim, and under no circumstances shall be initiated after four years have passed from the date by which Pacific Groundwater Group completes its services.

SEVERABILITY AND SURVIVAL. Any element of this agreement later held to violate a law shall be deemed void and all remaining provisions shall continue in force. However the client and Pacific Groundwater Group will, in good faith, attempt to replace any invalid or unenforceable provision with another provision that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision. All terms and conditions of this agreement allocating liability between the client and Pacific Groundwater Group shall survive the completion of the services hereunder and the termination of this agreement.

PRECEDENCE. These terms and conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document, regarding Pacific Groundwater Group's services