

RESOLUTION 2025 - 08

A RESOLUTION OF THE CITY COUNCIL OF SUNNYSIDE, WASHINGTON, APPROVING THE FIFTH AMENDMENT TO SUBCONTRACT AGREEMENT FOR SUNNYSIDE MUNICIPAL AIRPORT ENVIRONMENTAL INVESTIGATION AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the City entered into an agreement with Pacific Groundwater Group on January 12, 2012, for Sunnyside Municipal Airport Environmental Investigation;

WHEREAS, the City and Mott MacDonald, LLC, successor in interest to Pacific Groundwater Group, desire to amend the agreement to memorialize certain scope, fee and/or schedule changes and/or modifications to certain services to be provided by Mott MacDonald, LLC, under the agreement, effective August 6, 2024.

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

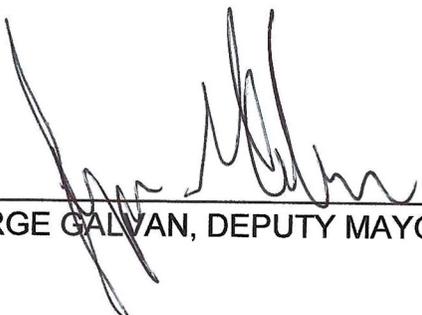
SECTION 1. The Fifth Amendment to Subcontract Agreement for Sunnyside Municipal Airport Environmental Investigation between the City and Mott MacDonald, LLC, a copy of which is attached hereto as Exhibit "A" and incorporated herein as if fully set forth, is hereby approved by the City Council; and

SECTION 2. The City Manager of the City of Sunnyside, Washington is hereby authorized to execute the agreement on behalf of the City.

SECTION 3. The City Clerk is authorized to make the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbering and any references thereto.

SECTION 4. Effective Date. This Resolution shall be effective upon passage, approval and signatures heron in accordance with law

PASSED this 12th day of February, 2025.



JORGE GALVAN, DEPUTY MAYOR

ATTEST:



JACQUELINE RENTERIA, CITY CLERK

**APPROVED AS TO FORM:
SAXTON RILEY & RILEY, PLLC:**



BY: BENJAMIN J. RILEY
CITY ATTORNEYS FOR THE CITY OF SUNNYSIDE

EXHIBIT A

FIFTH AMENDMENT TO SUBCONTRACT AGREEMENT FOR SUNNYSIDE MUNICIPAL AIRPORT ENVIRONMENTAL INVESTIGATION

This is Amendment No. 5 ("Amendment") to the contract executed on the 12th day of January, 2012 ("Subcontract"), made effective as of the 6th day of August, 2024 ("the Effective Date"), by and between the City of Sunnyside, having a principal office at 818 E. Edison Ave, Sunnyside, WA 98944 ("CITY") and Mott MacDonald, LLC, successor in interest to Pacific Groundwater Group ("SUBCONTRACTOR"), having offices at 1601 5th Avenue, Suite 850, Seattle, WA 98101. ENGINEER and SUBCONTRACTOR are collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, the Parties entered into the Subcontract; and

WHEREAS, the Parties desire to amend the Subcontract to memorialize certain scope, fee and/or schedule changes and/or modifications to certain services to be provided by SUBCONTRACTOR under the Subcontract.

NOW, THEREFORE, in consideration of the representations set forth above, the Parties agree as follows:

(1) All capitalized terms hereunder shall have the same meaning as those set forth in the Subcontract unless specifically defined hereunder.

(2) SUBCONTRACTOR's scope of work is modified as follows:

Addition of a Focused Feasibility Study (FFS), Cleanup Action Plan (CAP), and environmental support services as described in Exhibit A.

Tasks marked as "Optional" must be authorized in writing by City prior to the performance of any work by SUBCONTRACTOR.

(3) SUBCONTRACTOR's fee for the change(s) to its Services shall be as follows:

Original Subcontract fee:	\$20,660
Net change by previous Subcontract amendments:	\$180,755
This Amendment increase:	\$149,260*
Revised Subcontract fee:	\$350,675

*Total for entire scope, including both base scope and optional tasks if elected. In addition, \$15,000 of previously allocated funds is remaining. If authorized in writing by City, this may be applied as contingency to this project.

Billing rates and indicative deployment are shown in Exhibit B. Rates subject to 5% escalation on January 1 of each calendar year.

(4) SUBCONTRACTOR's schedule for performing its Services shall be as follows:

Original subcontract term date: Unspecified
Revised subcontract term date: Anticipated completion date June 30, 2025

(5) The changes to the Services to be performed hereunder, and fees for such Services, shall be in accordance with all of the terms and conditions of the Subcontract, except as specifically modified in this Amendment.

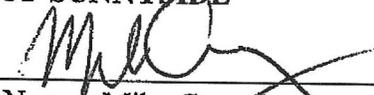
(6) The Subcontract shall remain in full force and effect except as specifically modified by this Amendment.

(7) By executing this Amendment, the Parties agree to modify the Subcontract scope of work, price and term date as stated above. Upon execution, this Amendment becomes part of the Subcontract.

(8) Each party signing below represents and warrants that the individual signing on its behalf has full authority to bind the party to the terms of this Amendment.

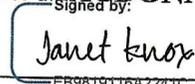
IN WITNESS WHEREOF, the Parties to this Fifth Amendment have executed same as of the Effective Date.

CITY OF SUNNYSIDE

BY: 
Name: Mike Gonzalez
Title: City Manager
Date: February 12, 2025

CITY CONTRACT NO: A-2025-44
RESOLUTION NO: 2025-08
COUNCIL MTG: 02/12/25

MOTT MACDONALD, LLC

Signed by:
BY: 
Name: Janet Knox
Title: Senior Vice President
Date: 19-Feb-2025

AMENDMENT 5

EXHIBIT A - SCOPE OF WORK

Amendment 5 provides authorization to conduct a Focused Feasibility Study (FFS), prepare a Cleanup Action Plan (CAP), 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 or Consent Decree for implementation of the CAP. Optional scope is included for a supplemental groundwater sampling round to support CAP development. Work listed herein is anticipated to be completed prior to June 30, 2025.

Task 5-1: Project Management

Invoices will be prepared monthly and include a summary of work for which payment is requested. Mott MacDonald will submit monthly progress reports to Washington State Department of Ecology (Ecology) on behalf of the City. Project Management (PM) budget assumes a 12-month project duration and includes project setup/updates and closeout.

Mott MacDonald managers will be available by phone and email to answer questions and address issues posed by the City. PM budget assumes monthly meetings with City and Ecology.

Deliverables: Monthly invoices and monthly progress summaries to Ecology.

Task 5-2: Focused Feasibility Study (FFS)

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

Deliverable: FFS report.

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

Task 5-3: Draft Cleanup Action Plan (dCAP)

Mott MacDonald will prepare a dCAP for the site. As outlined in the Amended Agreed Order, the dCAP process will begin with a dCAP planning meeting attended by the City, Ecology, a representative from Mott MacDonald, and other regulatory agencies as appropriate. It is assumed the dCAP planning meeting will be virtual. Mott MacDonald will then prepare a draft dCAP for City review. Mott MacDonald will respond to comments from the City and then submit a draft

CAP to Ecology for agency review. Mott MacDonald will then finalize the dCAP for City review and submission to Ecology.

Deliverable: dCAP.

City Responsibility: Review draft deliverable, attend meeting.

Task 5-4: Agreed Order or Consent Decree Support

Mott MacDonald will assist the City with development of a new Agreed Order or Consent Decree for the site for implementation of the dCAP, or an amendment to the Agreed Order. Budget assumes Ecology will be primary author of the Agreed Order or Consent Decree.

Deliverable: Comments and edits to draft Agreed Order or Consent Decree.

City Responsibility: Comments and edits to draft Agreed Order or Consent Decree.

Task 5-5: Supplemental Groundwater Sampling Plan (Optional)

The task described below is optional. Inclusion in the project will be determined based on need for additional data and schedule. This work can be performed concurrently with development of the FFS and dCAP so that progress will not be delayed.

Mott MacDonald will prepare a draft supplemental groundwater sampling plan for City and Ecology review. Mott MacDonald will respond to comments from the City and Ecology and then finalize the Plan for City review and submission to Ecology.

Deliverable: Supplemental Groundwater Sampling Plan.

City Responsibility: Review draft deliverable.

Task 5-6: Supplemental Groundwater Monitoring (Optional)

The task described below is optional. Inclusion in the project will be determined based on need for additional data and schedule. The monitoring can be performed concurrently with development of the FFS and dCAP.

Mott MacDonald will conduct a supplemental round of groundwater sampling in support of CAP development. The three existing groundwater monitoring wells will be sampled. Budget includes travel and field expenses and assumes laboratory analyses will be direct contracted with the City.

Deliverable: Validated data, field documentation for inclusion in the FFS or dCAP.

City Responsibility: Review draft deliverable.

Task 5-7: Supplemental Data Summary Report (Optional)

The task described below is optional. Inclusion in the project will be determined based on need for additional data and schedule. The reporting can be performed concurrently with development of the FFS and dCAP and reported as an attachment to either document when results are received.

Mott MacDonald will prepare a draft supplemental data summary report documenting the supplemental groundwater sampling event for City and Ecology review. Mott MacDonald will respond to comments from the City and Ecology and then finalize the Report for City review and submission to Ecology.

Deliverable: Supplemental Data Summary Report.

City Responsibility: Review draft deliverable.

Exhibit B. Estimated Costs

Sunnyside Municipal Airport Pesticide Site, Sunnyside Washington

MOTT MACDONALD		Admin	Support	Associate	Senior Staff	Principal	Labor	Direct Costs	Subcontract Costs	Subtask	TASK COST
TASKS/SUBTASKS		\$110	\$130	\$165	\$220	\$340	Cost	\$	\$	\$	
5-1	Project Management										
	General PM (Includes project setup and closeout)	12	12		36	12	\$14,880	Phone/misc \$ -		\$14,880	\$33,000
	Routine Monthly Meetings			12	24	12	\$11,340			\$11,340	
	Ecology Monthly Progress Reports	12	6		12	6	\$6,780			\$6,780	
5-2	Focused Feasibility Study (FFS)										
	FS Site Visit and Planning Meeting				12	12	\$6,720	Travel \$ 500		\$7,220	\$39,930
	Prepare Draft FFS		40	55	30	5	\$22,575			\$22,575	
	Respond to City of Sunnyside Comments		5	10	5	2	\$4,080			\$4,080	
	Submit Draft FFS to Ecology			5	3	1	\$1,825			\$1,825	
	Respond to Comments and Submit Final FFS		5	10	5	2	\$4,080	Printing \$ 150		\$4,230	
5-3	Cleanup Action Plan (CAP)										
	CAP Planning Meeting (virtual)			3	3	3	\$2,175	Travel \$ -		\$2,175	\$43,735
	Prepare Draft CAP (including Compliance Monitoring Plan)		40	65	40	10	\$28,125			\$28,125	
	Respond to City of Sunnyside Comments		5	20	5	2	\$5,730			\$5,730	
	Submit Draft CAP to Ecology			5	3	1	\$1,825			\$1,825	
	Respond to Comments, Final CAP to Ecology		5	20	5	2	\$5,730	Printing \$ 150		\$5,880	
5-4	Agreed Order Support										
	Assist with Post-CAP AO or AO Amendment		4	4	16	12	\$8,780			\$8,780	\$8,780
5-5	Supplemental Groundwater Sampling Plan (Optional)										
	Prepare Draft Supplemental Groundwater Sampling Plan		20	5	5	2	\$5,205			\$5,205	\$9,415
	Respond to City of Sunnyside and Ecology Comments		10		2	1	\$2,080			\$2,080	
	Final Supplemental Groundwater Sampling Plan		10		2	1	\$2,080	Printing \$ 50		\$2,130	
5-6	Supplemental Groundwater Monitoring (Optional)										
	Groundwater Sampling (includes travel time)			16	2		\$3,080	Travel \$ 700	Laboratory \$ -	\$3,980	\$3,980
								Field Supplies \$ 200			
5-7	Supplemental Data Summary Report (Optional)										
	Prepare Draft Supplemental Data Summary Report		20	10	5	2	\$6,030			\$6,030	\$10,240
	Respond to City of Sunnyside and Ecology Comments		10		2	1	\$2,080			\$2,080	
	Final Supplemental Data Summary Report		10		2	1	\$2,080	Printing \$ 50		\$2,130	
TOTAL HOUR ESTIMATES		24	202	240	219	90					
SUBTOTAL DOLLARS		\$2,640	\$26,260	\$39,600	\$48,180	\$30,600		\$1,800		\$0	\$149,260
ESTIMATED TOTAL COST								10% Markup \$1,980			\$149,260

7/12/2024 Laboratory costs will directly bill the client.