

RESOLUTION 2009-19

ORIGINAL

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING
AMENDMENT NO. 10 TO THE AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

WHEREAS, pursuant to Resolution No. 2004-35 adopted on July 12, 2004, the City Council approved an agreement for professional engineering services with Pacific Groundwater Group/HDR Engineering for water resources development for the City of Sunnyside, which work included professional engineering and design services for new city wells and water infrastructure (the "Agreement"); and

WHEREAS, over the course of performance of such work, the scope of work has been amended to incorporate specific design and engineering components for specific water resource elements, including development of city wells; and

WHEREAS, the City of Sunnyside and Pacific Groundwater Group/HDR Engineering have negotiated proposed Amendment No. 10 to the Agreement to provide for engineering services for hydrogeologic support to complete construction of city Well No. 12 and related services, which is recommended and presented for Council consideration and approval; and

WHEREAS, the City Council finds and determines that approval of Amendment No. 10 to the Agreement is in the best interests of the City of Sunnyside and will promote the general health, safety and welfare; and

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

SECTION 1. That Amendment No.10 to the Agreement for professional engineering services by and between the City of Sunnyside and Pacific

Groundwater Group/HDR Engineering, a copy of which amendment 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 amendment and Agreement for and on 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 9th day of March, 2009.



PABLO GARCIA, MAYOR

ATTEST:



DEBORAH A. ESTRADA, CITY CLERK

APPROVED AS TO FORM:



MARK A. KUNKLER, CITY ATTORNEY

EXHIBIT "A"

**AMENDMENT 10
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: CITY OF SUNNYSIDE WATER RESOURCES DEVELOPMENT

This Amendment 10 is needed to provide resources for hydrogeologic support to complete construction of Well 12. The Well 12 work was originally outlined in earlier amendments (Tasks AS-1, AS-8, and AS-9). Specific tasks are resubmitted herein in Exhibit A with the budget outlined in Exhibit B. The original resources under these tasks were re-routed to provide funds for completion of Well 11, including installation of a sand filter pack, procurement and installation of a new production pump, and procurement and installation of submersible wire. Additional resources are also needed because of the complexity of the technical specifications for Well 12 construction caused by flowing conditions. The work outlined in this amendment constitutes Amendment 10 to the contract dated July 13, 2004 between the City of Sunnyside and Pacific Groundwater Group.

Additional resources are also needed to complete design changes requested by the City associated with the central hypochlorite generation system. These resources are needed due to requested changes to the building design. These resources will be added to Tasks HC-1 through HC-4.

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 13, 2004 unless amended herein. The budget for this amendment represents an increase in the original contract and subsequent amendments. If you agree to the scope of work under the budget 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 17 mar 09

Date 12-17-08





Attachments:

Exhibit A Scope of Work
Exhibit B Estimated Costs

AMENDMENT 10

EXHIBIT A - SCOPE OF WORK

Amendment 10 authorizes completion of hydrogeologic work related to construction and testing of Well 12; for handling fees for HDR's engineering subcontract; and for project management of these tasks.

Task AS-1: Well 12 Project Management

Invoices will be prepared monthly and include a summary of work for which payment is requested. PGG and HDR managers will be available by phone and email to answer questions and address issues posed by the City.

Deliverables: Revised prime and subcontracts as necessary, monthly invoices and monthly progress summaries.

Task AS-8: Well 12 Drilling and Testing

PGG will provide a geologist to log the formations penetrated during drilling and collect formation samples for gradation analysis. PGG will provide a well design recommendation to the driller based on geologic data and drill-cuttings analysis, then document the placement and development of the well screen. PGG will not be onsite during well development, but will communicate with the driller on development progress.

PGG will be onsite to collect data during testing of the well. An initial step-rate test and a final 24-hour constant-rate test are budgeted. PGG will also collect sand-production and water-quality samples. The water quality parameters will include those necessary for source approval and engineering design. The City will provide a water-disposal location for well testing.

Deliverable: Input to well completion report below.

Task AS-9: Data Evaluation and City Meeting

PGG and HDR will meet or otherwise communicate with the City after the completion of testing to consider integration of the well into the City system. PGG will provide long-term yield and water quality findings (based on parameter lists prepared by HDR and including acceptable test methods), and HDR will be prepared with construction options and schedules. PGG will generate minutes of the meeting, with data, discussion, and conclusions.

Deliverable: PGG will generate a well completion report to summarize the drilling, construction, and testing of the new well. Summary of analytical testing results for both laboratory and field testing will be prepared by HDR and included in the Well Completion Report.

EXHIBIT "A"

Task HC-1 to HC-4: Central Hypochlorite Generation Station

Amendment 10 will also include increased costs associated with design changes requested by the City associated with the central hypochlorite generation system. The following list summarizes the changes that have been or will be incorporated into the design of the On-Site Hypochlorite Generation System to serve Well #12 and other City water supplies:

HDR Engineering Services:

- The original design was to have the building house the on-site hypochlorite generation system and its appurtenances (brine tank, etc). This was later modified to more than double the size of the building to also include office space for water operators currently using the Shop Building. This also affected the site layout design.
- In conjunction with the office space addition described above, an ADA compliant restroom and access has also been incorporated. This modification required adjusting both internal and external access points for the building.
- The original design for the building was to be based on the Well #11 design using a ClorTek on-site hypochlorite system. Due to continuing operations problems with the system at Well #11, the City requested that the new building be sized to accommodate an on-site generation system as manufactured by any ClorTek, Siemens (OSEC), or MIOX. The layout of systems will be checked and building dimensions adjusted accordingly.
- In lieu of the Well #11 design using bags of salt to directly fill the brine tank, an alternate arrangement using a salt conveyor to break the bags of salt and load into the brine tank has been incorporated into the design.
- HDR has performed additional modeling services for the water system, financial analysis, and alternative energy feasibility associated with the water supply facilities.

Deliverables: No change

EXHIBIT "A"

Exhibit B
PGG Estimated Cost for Amendment 10
Water Resources Engineering

PACIFIC GROUNDWATER GROUP TASKS/SUBTASKS	ESTIMATED HOURS			OTHER COSTS		Subtask Cost	TASK COST
	Support \$55	Technical Associate \$95	Principal \$105	Labor Cost	Direct Cost		
AS-1 Project Management Contract Management Communication & Invoicing Handling for HDR*	8			12 \$1,260 12 \$1,700	repro \$ 10 telephone \$ 200 handling \$ 11,033	\$1,270 \$1,900 \$11,033	\$14,203
AS-8 Drill and Test Additional Well Drilling and Testing		30	60	\$9,150	miles, pd, equip \$ 1,400 water quality \$ 1,200	\$10,550 \$1,200	\$11,750
AS-9 Data Evaluation and City Meeting Data Evaluation/Meeting/Report		20	50	\$7,150	repro \$ 50	\$7,200	\$48,100
Decommissioning Specifications	15		5	\$1,950		\$1,950	\$1,950
HC-1 to HC-4 Central Hypochlorite Generation Station						\$ 38,950	\$ 38,950
TOTAL HOUR ESTIMATES	8	65	0	139		\$ 52,843	\$ 74,053
SUBTOTAL DOLLARS	\$440	\$6,175	\$0	\$14,595	markup \$ 4,181		
ESTIMATED TOTAL COST							\$ 78,234

PROJECT: JE0403

* Existing budget resources are available to fund expected costs for HDR subcontract under engineering tasks related to Well 12 construction. However, additional resources are needed to pay handling associated with those expected engineering fees. This handling is not included in "markup" figure below.