

ORIGINAL

RESOLUTION 2010 - 07

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING
AMENDMENT NO. 11 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. 11 to the Agreement to provide for bid package and engineering services for hydrogeologic support to complete construction of city Well No. 13 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. 11 to the Agreement is in the best interests of the City of Sunnyside and will promote the general health, safety and welfare; and

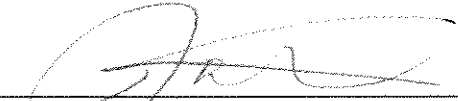
**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF
THE CITY OF SUNNYSIDE, WASHINGTON**, as follows:

SECTION 1. That Amendment No.11 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.

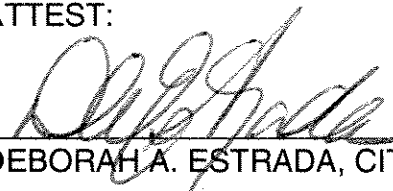
SECTION 2. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 25th day of January, 2010.



JAMES A. RESTUCCI, MAYOR

ATTEST:



DEBORAH A. ESTRADA, CITY CLERK

APPROVED AS TO FORM:



MENKE JACKSON BEYER EHLIS & HARPER, LLP
Attorneys at Law

**AMENDMENT 11
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

The attached scope of work (Exhibit A) and budget (Exhibit B) constitute Amendment 11 to the contract dated July 13, 2004 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 13, 2004 unless amended herein. PGG billing rates have been adjusted upward for this amendment to conform to current PGG standards. The budget under this Amendment 11 is in addition to budgets established in the original contract and amendments 1 through 10.

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 _____

attachments:

- Exhibit A Scope of Work
- Exhibit B Estimated Costs

AMENDMENT 11 EXHIBIT A - SCOPE OF WORK

Amendment 11 will provide authorization to produce a bid package for Well 13 at the Monson property, and to log, recommend screen design, test, recommend a pumping rate and pump set depth, and document drilling and testing of the well. Also included is HDR's work to design and prepare a bid package for extension of a water main to the well; and for the pump, well house, control, SCADA, and chlorination system. for Well 13. .

Costs incurred by PGG will be billed entirely to the tasks identified below. Because of the overlap in HDR's work between this amendment and budgets for existing tasks, HDR work will be billed to a combination of tasks identified below, and tasks authorized previously. For instance, HDR's work on design of Well 13 will be funded partly by the established budget for Well 12 (Amendment 2, Tasks AS-1,3,6,7,9 and 10). Possible future incorporation of Well 12 into the water supply would therefore require additional budget.

Task 11-1: 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 11-2: Additional Source Public Communication

PGG and HDR will be available to describe the project to City officials and the public, as requested by City staff, to the limits of the established budget. One such meeting is budgeted.

Deliverables: Hand-outs, as appropriate, to support communication at meetings.

Task 11-3: Well Site Selection

As agreed with the City already, the location of Well 13 will be within 100 feet of well TW-3 on the former Monson property. No work or budget is established under this amendment for site selection.

Task 11-4: Water Right Approval

Well 13 will be developed under the transfer of the Well 5 water right to the Monson property in the NW1/4 of the NE1/4 of Section 27 (CG4-GWC2553-A@1 and Yaki-07-21). This the same transfer that authorized Well 12 in that same quarter-quarter section. The addition of Well 13 to this wellfield in the same quarter-quarter section, or the replacement of Well 13 for Well 12 under this transfer, should not require changes to the water right documents. PGG will contact the Conservancy Board to inquire about the required process; however, minimal budget is established for this task and work is assumed to not require additional paper work.

Task 11-5: DOH Site Approval

HDR will contact Eastern Region DOH to request that the well site be approved as a prospective new City water source.

Deliverable: None

Task 11-6: PGG Work on Drilling Specification

PGG will prepare technical bid specifications and a preliminary cost estimate for drilling a new well. HDR will generate remaining portions of Divisions 1 through 16 of the specifications as part of Task 11-10. The City will provide Division 0 and advertise and administer the bid process.

Deliverable: Divisions 1 through 16, cost estimate, award recommendation.

Task 11-7: Drilling and Testing

A PGG geologist will log formations penetrated during drilling and collect formation samples for gradation analysis. The depth of the completed well is anticipated to be approximately 400 ft; however, we propose to drill to up to 450 ft depth in the hopes of documenting the position of the Elephant Mountain basalt layer that defines the bottom of the aquifer permitted for development, and that will provide key information on the geologic structure in the area. Given the close proximity of wells TW-3 and Well 12 that have geologic logs (but did not encounter basalt), PGG will be on site only two days while drilling from 0 to 300 ft and approximately 50% of drilling days while drilling the lower 150 ft. Budget assumes the upper 300 ft is drilled with reverse circulation rotary, and the lower 150 ft is drilled with cable tool (which is slower).

PGG will provide a well design recommendation to the driller based on geologic data and drill-cuttings analysis (6 samples are budgeted), 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.

EXHIBIT 'A'

PGG will modify wells TW-3 and 12 for measurement of drawdown during testing of Well 13.

PGG will be onsite to collect data during testing of Well 13. 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 all those necessary for WDOH source approval (IOCs, VOCs, SOCs, bacteria, and gross alpha). In addition, a sequence of samples shall be analyzed for turbidity, iron, and iron-related bacteria. The City will provide a water-disposal location for well testing.

Task 11-8 Data Evaluation, Report, and Meeting

PGG and HDR will meet with the City or otherwise communicate 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, and HDR will provide construction options and schedules. PGG will generate minutes of the meeting, with data, discussion, and conclusions.

PGG will generate a well completion report to summarize the drilling, construction, and testing of the new well.

Deliverables: Meeting minutes. Well Completion and Testing Report.

TASK 11-9 – Design of Watermain Extension

Subcontractors HDR will provide engineering design and plan preparation services for the City of Sunnyside to seek a change order with the current construction contractor to install water service to the proposed location of Well 13 from the east boundary of the Monson property. The length of the water line extension is approximately 635 feet along the Yakima Valley Highway (YVH) and may include provisions for crossing YVH. The storm drain/well waste discharge line will parallel the water extension on the north side of YVH.

Assumptions:- The following assumptions have been made in order to develop the Task scope of work and fee:

- Topographic survey needed for design will be provided by the City.
- The scope of work does not include additional geotechnical data or borings.
- SVID permitting will be performed by others. No special details or exhibits will be required.
- The plan and profile will be prepared as a change order to the existing contract. The details and specifications contained in the existing contract documents can be utilized. No additional details, except for a storm drain outlet detail, will need to be prepared. Negotiations with the Contractor will be performed by the City.

EXHIBIT 'A'

- The water line extension will run along the north side of YVH.

Deliverables-

- One (1) plan and profile sheet with outfall detail incorporated on sheet. Full-size sheet to be at a Scale of 1"=40'.
- Tabulation of estimated quantities for items of work based upon the existing contract bid item descriptions to the extent possible.

Task 11-10: Design of Well 13 Facility

HDR will take the lead in design of new facilities for Well 13 based on the well yield and water quality data provided in the well completion report and the consensus from meeting with the City. This task will only be performed if the City proceeds to integrate Well 13 into the City system. Design documents will be those required for WDOH approval of system design and construction contracting by the City.

Assumptions- The following assumptions have been made in order to develop this task scope and fee:

- Proceed with installation of a new Well #13 located near test well TW-3.
- Well #13 will include a submersible well pump with pitless adapter conveying water to a new Pump House for disinfection prior to connection back to the water distribution system.
- The Well #13 Well House will be a CMU block walled building with a metal roofing system similar to past City pump houses in appearance and architectural features. In addition, the Pump House will house a 0.8% Hypochlorite Solution tank for disinfection of the Well #13 water supply.
- Well #13 will discharge waste streams (flow-to-waste, etc.) to a storm sewer that will include provision for dechlorinating any disinfected wastewater.
- The Well #13 design will include provisions for remote operation of the City water system through an expanded SCADA system.
- No water treatment has been included in the scope of services.

Deliverables-

- Assistance to PGG on Drilling Specifications for Well #13
- Preliminary Design Document for WDOH approval
- 90% design review documents
- Contract Documents for bid: 100% Design Plans and Divisions 1 through 17 Specifications in CSI format using EJCDC Contract Forms
- Project cost estimate
- Respond to Contractor questions and award recommendation

TASK 11-11 – Completion of Hypo-Chlorite Facility

The purpose of this task is to consolidate previous scopes of services and amendments to complete the hypo-chlorite facility providing on-site generation of 0.8% sodium hypochlorite in order to service the proposed Well 13. Completion of the On-Site Hypochlorite Facility includes proceeding with final design of the mechanical, electrical, structural and architectural disciplines now that the basic process and civil work has been defined.

EXHIBIT 'A'

Exhibit B
PGG Estimated Cost for Amendment 11
Water Resources Engineering

PACIFIC GROUNDWATER GROUP TASKS/SUBTASKS	ESTIMATED HOURS				OTHER COSTS		Subcontract Cost	Subtask Cost	TASK COST
	Support \$55	Technical \$100	Senior Principal \$110	Principal \$135	Labor Cost	PGG Direct Cost and Markup			
11-1 Project Management Contract Management Communication & Invoicing Handling for HDR*	8			12	\$1,620	repro \$ 11 telephone \$ 220		\$1,631 \$2,280 \$0	\$3,911
11-2 Public Communication		6	16		\$2,760	travel \$ 180		\$2,940	\$2,940
11-3 Site Selection		0	0	0	\$0			\$0	\$0
11-4 Water Rights			4		\$540			\$540	\$540
11-5 DOH Site Approval			2		\$270			\$270	\$270
11-6 Drilling Specification technical specifications only package review contractor communication		16	8	8	\$2,680	telephone \$ 20		\$2,680 \$1,880 \$1,980	\$6,460
11-7 Drilling and Testing		154	46		\$21,610	travel, pd, equip \$ 2,660 soil lab (6 samples) \$ 900 water chem lab \$ 2,000		\$24,270 \$900 \$2,000	\$27,170
11-8 Data Evaluation, Report, and Meeting		36	24		\$6,840	travel, production \$ 280		\$7,120	\$7,120
11-9 Design of Water Main Extension			6		\$810	markup \$ 634	HDR \$ 6,343	\$7,787	\$7,787
11-10 Design of Well 13 Facility			10		\$1,350	markup \$ 6,618 markup \$ 1,143	HDR \$ 66,183 S&B \$ 11,429	\$74,151 \$12,572	\$86,723
11-11 Completion of Hypo-Chlorite Facility			10		\$1,350	markup \$ -	HDR \$ -	\$1,350	\$1,350
TOTAL HOUR ESTIMATES	8	228	0	166					
SUBTOTAL DOLLARS	\$440	\$22,800	\$0	\$22,410		\$ 14,667	\$ 83,955	\$ 144,272	\$ 144,272
ESTIMATED TOTAL COST									\$ 144,272

PROJECT: J0403