CLARK COUNTY STAFF REPORT

DEPARTMENT:	Public Works/Engineering & Construction/Project Management
DATE:	November 29, 2016
REQUESTED ACTION:	Authorize Chair to sign Modification 4 to the Remediation Agreement with Weston Solutions, Inc.
	X Consent — Hearing — County Manager
 ☑ Create and maintain a vibrant s ☑ Continue responsible stewardsl ☑ Promote family-wage job create ☑ Maintain a healthy, desirable qu ☑ Increase partnerships and foste ☐ Cultivate a nimble, responsive v 	sportation systems in Clark County system of parks, trails and green spaces hip of public funds ion and economic development to support a thriving community nality of life er an engaged, informed community work force
☐ Make Public Works a great place	ce to work

BACKGROUND

The county is currently contracted with Weston Solutions, Inc. in conducting Phase 1 of 4 phases to remediate Munitions of Explosive Concern (MEC) and lead contaminated soils at the former Camp Bonneville Military Reservation. The remediation is defined and overseen by the Department of Ecology.

Clark County has procured funding in the amount of \$1,933,971.49 through the Army to finalize lead remediation and to produce a pilot study in support of Phase 4 of the MEC remediation. Additionally, the county has agreed to a fixed price contract of the same amount with Weston Solutions, Inc. to perform this work. Approval of this modification will allow work to proceed.

The county's obligation to perform remediation and compensate Weston Solutions, Inc. is limited to the funding provided by the Army.

COUNCIL POLICY IMPLICATIONS

This project has no council policy implications.

ADMINISTRATIVE POLICY IMPLICATIONS

This project has no administrative policy implications.

COMMUNITY OUTREACH

Stories on this phase of the remediation appeared in The Columbian newspaper and on FOX-12 News.

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental.
		If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

MOR

PW16-145

BUDGET DETAILS

Local Fund Dollar Amount	\$0
Grant Fund Dollar Amount	\$1,993,971.49
Account	1013
Company Name	Weston Solutions, Inc.

DISTRIBUTION:

Board staff will post all staff reports to The Grid. http://www.clark.wa.gov/thegrid/

Jerry Barnett, PE	Heath H. Henderson, PE
Program Manager/Railroad Coordinator Public Works	Public Works Director/County Engineer
	Manneth Comment

APPROVED:
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE:

SR#

SR 240-16



APPROVED:	
Mark McCauley, Act	ing County Manage
DATE:	

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information.

Clark County has procured funding in the amount of \$1,933,971.49 through the Army to finalize lead remediation and to produce a pilot study in support of Phase 4 of the MEC remediation. Additionally, the county has agreed to a fixed price contract of the same amount with Weston Solutions, Inc. to perform this work. Approval of this modification will allow work to proceed.

Part II: Estimated Revenues

	Current Biennium		Next Biennium		Second Biennium	
Fund #/Title	Army	Total	Army	Total	Army	Total
	\$250,000	\$250,000	\$1,683,971	\$1,683,971		
Total	\$250,000	\$250,000	\$1,683,971	\$1,683,971		

II. A – Describe the type of revenue (grant, fees, etc.)

The revenue for this fund is provided by the Environmental Services Cooperative Agreement with the Army. The county's obligation to perform remediation and compensate Weston Solutions, Inc. is limited to the funding provided by the Army.

Part III: Estimated Expenditures

III. A - Expenditures summed up

	FTE's	Current Biennium		Next Biennium		Second Biennium	
Fund #/Title		Army	Total	Army	Total	Army	Total
		\$250,000	\$250,000	\$1,683,971	\$1,683,971		
Total		\$250,000	\$250,000	\$1,683,971	\$1,683,971		

III. B - Expenditure by object category

	Current Biennium		Next Biennium		Second Biennium	
Fund #/Title	Army	Total	Army	Total	Army	Total
Salary/Benefits						
Contractual	\$250,000	\$250,000	\$1,683,971	\$1,683,971		
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	\$250,000	\$250,000	\$1,683,971	\$1,683,971		



PW 16-36

MODIFICATION 04 OF REMEDIATION AGREEMENT BETWEEN CLARK COUNTY AND WESTON SOLUTIONS, INC.

This Agreement is entered into on the day of November 2016, between Clark County hereinafter referred to as "the County" and Weston Solutions, Inc. hereafter referred to as "Weston".

WITNESSETH:

WHEREAS, the parties entered into a Remediation Agreement on or about the 1st day of May, 2012; and

WHEREAS, the parties have agreed to modify this Agreement for the reasons that follow, NOW, THEREFORE, IN CONSIDERATION OF THE PAYMENTS, COVENANTS, AND AGREEMENTS, HEREINAFTER MENTIONED, TO BE MADE AND PERFORMED BY THE PARTIES HERETO, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

Section 1. Reasons for modification.

1. Pursuant to Section VIII <u>Changes</u>, and subject to funding by the grants officer for the price that Weston has agreed upon and as stated in this Modification 04, the parties agree to the following additional work to implement another phase of the work required for the cleanup of Camp Bonneville.

Section 2. Modifications.

The County and Weston agree to the following modifications of the original Remediation Agreement as modified in the First Change Order executed on September 25, 2012, the Second Modification executed on May 14, 2014, and the Third Modification executed on September 1, 2015. For all work described below, the parties recognize and agree that the County is paying for

QA/QC and Ecology approval, or has made inaccurate assumptions is not a basis for adjusting the contract price. Absent an Army approved change of condition, funding will be adequate as the County is obligated to pay a preapproved amount per unit of successfully completed work multiplied by the total number of grids is equal to the total agreed compensation.

Accepting the above limitations and for the limited purposes of this modification, the parties agree that:

1. Section III <u>Scope of Work</u> is modified as follows:

"Weston will perform remediation services related to RAU 2A at Camp
Bonneville in accordance with the "Camp Bonneville Remedial Action Units 2A-16, 2A-21
and Lead-impacted Soil Stockpile Scope of Work and Task Descriptions" detailed in
Exhibit A of this Modification 04", which will include preparation of an amendment to
the RAU 2A Cleanup Action Plan. Weston shall also perform a pilot study surface
clearance for a maximum of 18 acres within the Western Slopes, and prepare related
plans and reports, in accordance with the "Camp Bonneville Western Slopes Pilot Study
Scope of Work and Task Descriptions" detailed in Exhibit B of this Modification 04".

2. Section IV Schedule is modified as follows:

"The Modification 04 Scope of Work will be performed in conjunction with the Central Valley Floor and Associated Wetlands (CVFAW) clearance, or will begin immediately after completion of the CVFAW clearance; therefore an additional mobilization/demobilization is not authorized for payment in this Modification 04. Weston will perform the tasks necessary to submit the Draft RAU 2A Remedial Action Completion Report within 60 days after completion of field work, and submit the Draft

Western Slopes Pilot Study After Action Report within 30 days after completion of field work, with both draft reports anticipated to be completed by December 31, 2017, and obtain the notice of completion and approval of the Final RAU 2A Remedial Action Completion Report and Final Western Slopes Pilot Study After Action Report, expected by June 30, 2018. Weston and the County will negotiate an extension to the schedule for completion of the work should any delays be caused either by the County and/or a force majeure event at no fault of the parties, as defined in the Environmental Services Cooperative Agreement at Section C.5.12. Any negotiated schedule extension(s) and equitable adjustment shall be incorporated into the Agreement by written modification."

3. Section VI <u>Performance Bond</u> is modified as follows:

"Performance bonding has been provided to the County for the contract value through Modification 3 of \$20,454,130.61. A performance bond in the amount of \$1,933,971.49 will be submitted to the County prior to start of field work for the RAU 2A related work (Exhibit A). A performance bond in the amount of \$948,157.62 will be submitted prior to start of field work for the Western Slopes Pilot Study (Exhibit B). Bonds issued for this Modification 04, and prior bonds issued under this contract, will be released incrementally upon satisfactory completion of the scope of work associated with each bond.

4. Section VII <u>Compensation</u> is modified as follows:

"Subject to approval of the grants officer, the fixed price amounts for performing the RAU 2A related scope of work tasks listed in Exhibit A are agreed by the parties to total \$1,933,971.49. The fixed price amounts for performing the Western Slopes Pilot Study scope of work tasks listed in Exhibit B are agreed by the parties to total

\$948,157.62. Progress payments will be allowed as the work is performed subject to acceptance by the County less a 5% retainage. Accumulated retention shall be released incrementally to Weston within 30 days after acceptance by the County for each scope of work as described in the original contract, the First Change Order, and Modification 2 for the CVFAW, for the Phase 2 work described in Modification 3, and for each scope of work described in Exhibit A and Exhibit B respectively of this Modification 04.

Section 3. **Entire Contract.**

The parties agree that the Remediation Agreement as modified by the first Change Order, the second Modification, the third Modification, and modified by this Modification 04 are a complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of the Agreement and cause for termination.

The parties agree that except as modified by the first Change Order, the second Modification, the third Modification, and this Modification 04, all terms and conditions of the original Remediation Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 2 day of 100, 2016.

BOARD OF COUNTY COMMISSIONER

lerk to the Board

Anthony Golik, Prosecuting Attorney
By Test for
Deputy Prosecuting Attorney
WESTON SOLUTIONS, INC.
By

(Title)

EXHIBIT A

Modification 04

CAMP BONNEVILLE REMEDIAL ACTION UNITS 2A-16, 2A-21 AND LEAD-IMPACTED SOIL STOCKPILE

Scope of Work – Task Descriptions

CAMP BONNEVILLE REMEDIAL ACTION UNITS 2A-16, 2A-21 AND LEAD-IMPACTED SOIL STOCKPILE SCOPE OF WORK AND TASK DESCRIPTIONS

This proposal includes the methods, approach, and tasks to perform sampling and covering of lead-impacted soil at the 1,000-inch Rifle Range and Machine Gun Range (Remedial Action Unit (RAU) 2A-16), and the Field Firing Range 1 and 2 Overshoot Area (RAU 2A-21). Lead-impacted soil from two existing stockpiles at Camp Bonneville will be mechanically screened and transported off-site for disposal. The impacted area within RAU 2A-16 is approximately 1.76 acres and is described in the *Draft Interim Action Work Plan, Excavation and Replacement of Lead-Impacted Fill Soils Under and Adjacent to RAU 2A-16*, prepared by Michael Baker, Jr., Inc. and dated January 6, 2010. The impacted area within RAU 2A-21 is approximately 6.21 acres and is described in the *Draft RAU-2A-21 Boundary Delineation After Action Report Memorandum*, prepared by MKM and dated February 25, 2010. In addition to documenting the results of the field work at RAU 2A-16 and RAU 2A-21, descriptions and results from remedial actions performed at all the small arms ranges on Camp Bonneville will be summarized and incorporated into a single comprehensive Remedial Action Completion Report for RAU 2A.

Task 1: Permits, Work Plans, and all other Federal, State, Local and Tribal Government Requirements (including bond)

This task includes the preparation of a Cleanup Action Plan Amendment and associated Sampling and Analysis Plan (SAP) to address the work (Task 1a). Further revision to the existing ESS, as amended, will not be required. The existing Central Valley Floor and Wetland (CVFAW) environmental protection and archeological resource protection requirements will be maintained during the work. Costs for pre-characterization of the small arms site (25 TCLP soil samples) and soil stockpiles (5 TCLP soil samples) are also included in this task. The bond cost for work related to the RAU 2A related scope is included in this task (Task 1b).

Task 1a Price: \$62,430.79 (70% at Draft CAP Amendment, 30% at Final)

Task 1b Price: \$48,273.86 (100% upon submittal of bond)

Task 2: Location Surveying, Mapping and GIS Plan

This task includes personnel costs to document site boundaries using RTK GPS. A licensed land surveyor is not included in the scope.

Task 2 Price: \$7,896.02 (100% at Final CAP Amendment)

Task 3: Site Facilities, Access and Contractor Office and Shop Buildings

Existing field office support facilities will be utilized to support the work. Temporary facilities such as portalets and erosion control BMPs will be provided. An excavator, loader, dozer, water

truck, all-terrain forklift, and mechanical soil screening equipment will be mobilized to the site for placing, spreading and compacting soil at RAU2A-16/21, and for mechanically screening RAU2A-16/21 soil as needed and mechanically screening and loading of the existing stockpiles. The water truck will provide for dust control, and the forklift for handling rolls of geotextile fabric. Shielding for the excavator and loader associated with screening of the stockpiled soil will be provided.

Task 3 Price: \$112,941.88 (70% at completion of soil stockpile sifting, 30% at completion of RAU2A-16/21 soil cover)

Task 4: Vegetation Removal

Vegetation cut will be cut to approximately six inches within the lead impacted areas and deadfall removed to facilitate covering with geotextile and import soil. Trees greater than six-inches in diameter will remain, unless removal of these larger trees is authorized to facilitate soil excavation. The brush cutting crew will be provided with a UXO escort consistent with the existing CVFAW Work Plan, SOP-3. Deadfall will be placed in nearby areas and not hauled offsite. Costs for cutting of vegetation is included in the existing pricing for CVFAW clearance and is not included in this Modification 04.

Task 4 Price: No cost

Tasks 5 – 6: Remediation and Site Restoration

Anomaly detection using MineLab instruments, and investigation of anomalies to 14 inches below ground surface, will be performed by UXO technicians in accordance with the existing scope for the CVFAW. Excavation and mechanical screening of soil may also be employed to ½ inch minus. Reject material (>½ inch) will be 100% inspected by UXO technicians for potential MEC items. Approximately 10% of the ½ inch minus screened soil will be spread out and also inspected as a quality control measure. Mechanically screened soil will be returned to the excavation area. Costs for performing the 0-14 inch clearance is included in the existing unit pricing for CVFAW clearance and is not included with this Modification 04.

Included in this Modification 04 is a 40-foot square grid pattern will be marked within the excavated areas and soil samples collected from five random locations within each 40 foot square grid, and composited. A total of 49 composite soil samples will be collected from RAU 2A-16 and 116 composite soil samples collected from RAU 2A-21 and analyzed for leachable lead using the SPLP (EPA Methods 1312 and 6010C). Results will be compared with a criterion of 5 mg/L and the County notified if any sample results exceed this value.

An orange-colored nonwoven geotextile fabric (Mirafi 160N/O or equal) will be placed on the ground surface of RAU 2A-16 and RAU 2A-21 to serve as a delineator from the cover soil.

Acceptable off-site borrow material will be imported and installed to a depth of one foot over the fabric, compacted by track-walking the soil, and seeded. Approximately 20 truckloads per day of imported soil cover at an estimated 25 tons per load are anticipated to be imported for placement on site. After restoration activities are completed, all heavy equipment will be cleaned and demobilized.

Soil from the existing lead-contaminated soil stockpiles will be mechanically screened (sifted) to ½ inch minus. Reject material (> ½ inch) will be 100% inspected by UXO technicians for potential MEC items. Approximately 10% of the ½ inch minus screened soil will be spread out and also inspected as a quality control measure. Screened soil and inspected reject material will be loaded into haul trucks and transported for disposal as non-hazardous waste at the Waste Management landfill in Hillsboro, Oregon.

Tasks 5 – 6 RAU 2A-16 Price:

Sampling and Analysis

\$ 23,333.17 (100% upon lab results)

Site Restoration \$268,791.57 (25% upon fabric installation, 75%

upon completion of soil cover)

Tasks 5 – 6 RAU 2A-21 Price:

Sampling and Analysis Site Restoration \$ 65,630.60 (100% upon lab results)

\$950,648.26 (25% upon fabric installation, 75%

upon completion of soil cover)

Tasks 5 – 6 Existing Stockpile Price:

\$177,577.95 (50% upon completion of soil

sifting and 50% after off-site disposal)

Task 7: Project QC

Quality control measures and failure criteria for sub-surface MEC clearance will be identical to the existing CVFAW requirements.

Task 8: Disclosure

No cost impacts are associated with the requirement to not publically disclose data. Discussion of planning and/or results will take place at the regularly scheduled monthly status meetings held for the CVFAW work.

Task 9: RAU 2A Remedial Action Completion Report

This task includes home office and field personnel effort to prepare a Remedial Action Completion Report that incorporates results of the remedial actions at RAU 2A-16 and RAU 2A-21 and seven other sites identified in the 2008 RAU 2A CAP that have had cleanup performed up by other contractors:

RAU 2A-4	Combat Pistol Range
RAU 2A-15	Undocumented Pistol Range
RAU 2A-17	25-meter M60 & Pistol Range
RAU 2A-18	25-meter Machine Gun Range
RAU 2A-19	25-meter Record Firing Ranges
RAU 2A-20	Field Firing Ranges No. 1 & No. 2
RAU 2A-22	Field Fire Ranges No. 1 & No. 2

The task will include the research needed for obtaining and preparing descriptions of the completed remedial actions, including excavation areas/volumes, sample results, site restoration and soil disposition. Existing sample results will be tabulated and figures provided to document the removal actions including the depths of the excavation and final confirmation results. No additional sampling will be performed. MEC and/or MD previously removed from the soil will be documented along with a summary of quality control measures implemented. Waste disposal characterization results and manifests will also be included to the extent that these records can be located. An Internal Draft of the report will be prepared for review/comment by Clark County. An approved Draft will then be distributed to the regulatory agencies. Comments will be incorporated and a preliminary Final version will be prepared for review by Clark County and regulatory agencies. Remaining comments will be incorporated and the document issued as Final.

Task 9 Price: \$216,447.39 (70% at Draft, 30% at Final)

Task 10: Step-Outs

No step out grids or excavation are included in the scope.

Schedule

The field work is anticipated to be performed concurrent with the on-going CVFAW work or the pending Central Impact Target Area clearance. Tasks 1 through 6 are anticipated to be completed by September 30, 2017. Completion of the Draft Remedial Action Completion Report will follow the field work with completion anticipated by December 31, 2017, followed by regulatory review and acceptance estimated to be complete by June 30, 2018.

Total RAU 2A Related Scope Price: \$1,933,971.49

EXHIBIT B

Modification 04

CAMP BONNEVILLE WESTERN SLOPES PILOT STUDY

Scope of Work and Task Descriptions

CAMP BONNEVILLE WESTERN SLOPES PILOT STUDY

SCOPE OF WORK AND TASK DESCRIPTIONS

This scope of work includes the methods and tasks to perform a surface clearance for the

Western Slopes Pilot Study (RAU 3). As described in the Final RAU 3 CAP, the Western Slopes

Area comprises roughly 600 acres along the western portion of the Camp Bonneville Military

Reservation (CBMR), of which approximately 425 acres have slopes less than 25 degrees (slopes

greater than 25 degrees are considered steep and expected to have limited access). The Western

Slopes Pilot Study will address 18 acres adjacent to the central valley floor. Descriptions and

results from remedial actions performed during the Western Slopes Pilot Study will be

summarized and incorporated into an After Action Report.

Task 1: Permits, Work Plans, and all other Federal, State, Local and Tribal Government

Requirements

This task includes the preparation of a Workplan Amendment. A revision to the ESS will not be

required. The existing CVFAW environmental protection and archeological resource protection

requirements will be maintained during the work. The bond cost for the entire pilot study scope

is also included in this task.

Task 1a Price: \$ 30,781.69 (70% at Draft, 30% at Final)

Task 1b Price: \$ 23,666.96 (100% upon submittal of bond)

Task 2: Location Surveying, Mapping and Surface Sweep

A licensed land surveyor, accompanied by a UXO escort, will survey and flag the extents of the

pilot study area at appropriate intervals adjacent to the western boundary of the valley floor.

UXO personnel will perform a surface sweep prior to brush cutting.

Task 2 Price: \$103,023.76 (30% at completion of land survey, 70% at completion of

surface sweep)

Task 3: Site Facilities, Access and Contractor Office and Shop Buildings

Existing field office support facilities will be utilized to support the work, and field support

personnel and miscellaneous equipment will be provided for the duration of the work.

Temporary facilities such as portalets will also be provided.

Task 3 Price: \$42,281.22 (Payment incorporated in Task 5 payment units)

Task 4: Vegetation Removal

Vegetation will be cut to approximately six inches and deadfall removed to facilitate surface

clearance. Trees greater than six-inches in diameter will remain. The brush cutting crew will be

provided with a UXO escort consistent with the existing CVFAW Work Plan, SOP-3. Deadfall

may be placed in nearby areas and not hauled offsite.

Task 4 Price: \$153,008.42 (Payment incorporated in Task 5 payment units)

Task 5: Surface Clearance

Anomaly detection, using Schonstedt instruments only, and investigation of anomalies to

3 inches below ground surface, will be performed by UXO technicians in accordance with the

existing protocols for the CVFAW. As noted above, it is assumed that field work will be

performed concurrent with on-going clearance work within the central valley floor or in

coordination with future work at the CITA such that a separate mobilization/demobilization for

UXO technicians will not be required and so that UXO supervisory and support personnel can be

shared. MEC will be disposed and certified in accordance with Existing CVFAW protocols.

Accounting will be provided for all UXO, MPPEH and MD that are encountered, removed and

disposed.

Task 5 Price: \$545,281.39 (Payment for Tasks 3, 4, 5, & 6 upon completion and QC/QA of each 50,000 square feet payment unit.

combined price for Tasks 3 - 6 divided by 15.7 payment units;

\$47,472.77 per payment unit).

Task 6: Site Restoration

Minor road maintenance/restoration related to the work is included. After restoration activities

are completed, all equipment will be demobilized.

Task 6 Price: \$4,751.50 (Payment incorporated in Task 5 payment units)

Task 7: Quality Control

Quality control measures and failure criteria will be identical to the existing CVFAW

requirements, with the above noted use of Schonstedt detectors rather than the MineLab detector.

Effort is included in Task 5.

Task 8: Disclosure

No cost impacts are associated with the requirement to not publically disclose data. Any

discussion of planning and/or results will take place at the regularly scheduled monthly status

meetings held for the CVFAW work. Effort is included in Task 5.

Task 9: After Action Report

This task includes home office and field personnel effort to prepare a site-specific After Action

Report that describes the findings of the Pilot Study and makes recommendations for the

remediation of the Western Slopes. Draft, Draft Final, and Final versions will be submitted.

Task 9 Price: \$45,362.68 (70% at Draft, 30% at Final)

Step-Out Grids

No step out grids are included in the scope.

Schedule

The field work schedule is assumed to occur concurrent with the CVFAW clearance or future

CITA clearance and is based on four 10-hour work days per week. A separate mobilization/

demobilization of the UXO crews and field office personnel will not be required, and UXO

supervisory and support personnel will be shared with the CVFAW and/or CITA work. Field

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work will be performed as described above followed by preparation of the After Action Report be completed by December 2017.

Total Western Slopes Pilot Study Price: <u>\$948,157.62</u>

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Job Sender Title Interface Language Date

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