


DEPARTMENT OF ECOLOGY
Northwest Regional Office

February 8, 2001

TO: Diane Singer
Grants Administrator
SWFAP-HQ

FROM: John Wietfeld 
Site Manager, Sea-Tac Airport
Washington State Department of Ecology
Toxics Cleanup Section
Northwest Regional Office

SUBJECT: Port of Seattle
Sea-Tac Airport Grant for Agreed Order #97T-N122

I would like to request an Audit of the Port of Seattle Grant for Agreed Order # 97T-N122 for the following reasons:

There appears to be a possible issue of duplicative funding where costs of this Agreed Order could be covered both by the grant and by cost recovery from other parties.

Additionally an Audit would be appropriate and in the public interest given the high degree of attention and concern this project has experienced.

Thank you for your attention to this matter.

Cc: Steve Alexander
Ching-Pi Wang
Roger Nye

JW: lg

AR 023692

Grant No. G0000052
STIA Phase 1 Ground Water Study
Agreement with the Port of Seattle

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
PORT OF SEATTLE

This is a binding agreement entered into by and between the state of Washington Department of Ecology, hereinafter referred to as the DEPARTMENT, and the Port of Seattle, hereinafter referred to as the RECIPIENT, to carry out the activities described herein.

RECIPIENT ADDRESS	P.O. Box 1209 Seattle, WA 98111
RECIPIENT REPRESENTATIVE	David Aggerholm
RECIPIENT TELEPHONE NUMBER	(206) 439-6604
FAX	(206) 431-5912 988-5634
RECIPIENT PROJECT COORDINATOR	Paul Agid
DEPARTMENT PROJECT OFFICER	Steve Loftness, (360) 407-6060
DEPARTMENT FAX	(360) 407-7157
DEPARTMENT TECHNICAL STAFF	Roger Nye (425) 649-7251
FUNDING SOURCE	Local Toxics Control Account
MAXIMUM ELIGIBLE COST	\$861,000
STATE GRANT SHARE	\$430,500
LOCAL SHARE	\$430,500
STATE MAXIMUM GRANT PERCENT	50%
FEDERAL TAX IDENTIFICATION NO.	91-6001025

The effective date of this grant is March 1, 1997. Any work performed prior to the effective date of this agreement without prior written authorization and specified in the Scope of Work will be at the sole expense and risk of the RECIPIENT.

The project described herein must be completed on or before June 30, 2001.

This agreement shall expire no later than June 30, 2001.

Grant No. G0000052
STIA Phase 1 Ground Water Study
Agreement with the Port of Seattle

PROJECT DESCRIPTION

The Port of Seattle has entered into an Agreed Order with the Department of Ecology to conduct a comprehensive ground water study related to airport fuel systems at Seattle-Tacoma International Airport (STIA). The study is a response to local resident concerns about the potential that airport operations could adversely impact ground water resources.

The Port has owned and operated STIA since it opened in 1944. Over the years, jet fuel and other petroleum products have been released to the environment in the Aircraft Operations and Maintenance Area (AOMA) of STIA. The AOMA is a one-half square mile area in the southeast quadrant of the airport. These substances were released primarily from underground storage tanks, fuel distribution piping systems, and to a lesser degree, from aircraft maintenance activities.

The first phase of the ground water study will include collecting and evaluating a significant volume (over 44,000 entries) of existing data. The data will be used to develop a computer model of ground water flow to help identify the potential risk of contamination reaching public drinking water supply wells and nearby surface water bodies.

The grant will cover part of the cost of the study, but will not pay for associated pollution prevention work under the Agreed Order. The grant will also assist in paying for the scoping of Phase 2 of the study, which will involve drilling more ground water monitoring wells.

SCOPE OF WORK

The task(s) set forth below summarize the RECIPIENT's activities, budget(s) and schedule(s).

1. **PROJECT TASK: PHASE 1 & 2 DESIGN AND SCOPING**

Maximum Eligible Cost: \$18,000

Schedule: March 1, 1997 to June 30, 2001

Project Description:

- a. Review ground water issues, source issues, and potential exposure issues.
- b. Review characteristics of Qva and deeper aquifers in the STIA vicinity.
- c. Maintain consistency with MTCA rule developments.
- d. Prepare scopes of work and designs for Phases 1 & 2 of the studies.

Grant No. G0000052
STIA Phase 1 Ground Water Study
Agreement with the Port of Seattle

2. **PROJECT TASK: REVIEW EXISTING DATA**

Maximum Eligible Cost: \$74,000

Schedule: March 1, 1997 to June 30, 2001

Project Description:

- a. Review project files from previous remedial actions.
- b. Review files from South King County Ground Water Management Plan, City of Seattle Highline Wellfield data, Highline Water District data, USGS files, Metro files, and Ecology files.
- c. Develop a thorough understanding of local hydrogeologic conditions.

3. **PROJECT TASK: DEVELOP COMPREHENSIVE DATA BASE**

Maximum Eligible Cost: \$222,000

Schedule: March 1, 1997 to June 30, 2001

Project Description:

- a. Enter coordinates and names of all representative locations (156 on-site wells, 100 off-site wells, 112 on-site borings for a total of 368 locations).
- b. Enter existing sample information (date, matrix, requested analyses, depth, etc.) for all samples. Assume 1,497 samples.
- c. Compile data into the GIS-compatible EnviroEDGE information system.
- d. Input aerial photos, surface maps, and geologic maps to prepare three-dimensional presentations.

4. **PROJECT TASK: MONITOR SUBSET OF EXISTING WELLS**

Maximum Eligible Cost: \$91,000

Schedule: March 1, 1997 to June 30, 2001

Project Description:

- a. Select a subset of existing wells screened in the Qva aquifer to test, check, or monitor for hydrogeologic information in the "source area" and/or to form part of a ground water monitoring system. Assume 17 wells monitored quarterly for one year.

Grant No. G0000052
STIA Phase 1 Ground Water Study
Agreement with the Port of Seattle

- b. Update data base, conduct focused field investigations, and develop conceptual model.

5. **PROJECT TASK: DEVELOP & IMPLEMENT GROUND WATER MODEL**

Maximum Eligible Cost: \$148,000

Schedule: March 1, 1997 to June 30, 2001

Project Description:

- a. Combine ground water modeling with soil analysis and contaminant transport modeling to build theoretical model for the area.
- b. Based on model, evaluate possibility of contamination from AOMA impacting Highline well field, publicly recorded and operational private drinking water supply wells, Bow Lake, Des Moines Creek, and Miller Creek.

6. **PROJECT TASK: PHASE 1 DATA ANALYSIS AND REPORTING**

Maximum Eligible Cost: \$42,000

Schedule: March 1, 1997 to June 30, 2001

Project Description:

- a. Present the results of the Phase 1 modeling in a summary report.
- b. Recommend proposed scope of Phase 2 study, including locations of new monitoring wells.

7. **PROJECT TASK: CONSULTANT PROJECT MANAGEMENT**

Maximum Eligible Cost: \$114,000

Schedule: March 1, 1997 to June 30, 2001

Project Description:

- a. Provide leadership, direction, and quality control.
- b. Prepare and manage changes of contract scope, cost estimates, and schedule as required
- c. Prepare monthly status reports.

Grant No. G0000052
STIA Phase 1 Ground Water Study
Agreement with the Port of Seattle

8. PROJECT TASK: PORT PROJECT MANAGEMENT

Maximum Eligible Cost: \$152,000

Schedule: March 1, 1997 to June 30, 2001

Project Description:

- a. Coordinate with the consultant and the Department.
- b. Assure compliance with Agreed Order.
- c. Manage all financial aspects of project.

BUDGET

<u>Project Task</u>	<u>Maximum Eligible Cost</u>
1. Phase 1 & 2 Design and Scoping	\$ 18,000
2. Review Existing Data	74,000
3. Develop Comprehensive Database	222,000
4. Monitor Subset of Existing Wells	91,000
5. Develop & Implement Ground Water Model	148,000
6. Phase 1 Data Analysis & Reporting	42,000
7. Consultant Project Management	114,000
8. Port Project Management	152,000
TOTAL	\$861,000

Grant No. G0000052
 STIA Phase 1 Ground Water Study
 Agreement with the Port of Seattle

FUND SOURCE

Total Eligible Project Cost		\$861,000
<u>Kind</u>	<u>Fund Share (%)</u>	<u>Maximum Fund Amount</u>
Local Toxics Control Account	50%	\$430,500
<u>Match Requirement</u>	<u>Match Share (%)</u>	<u>Match Amount</u>
Cash Match	50%	\$430,500

ADDITIONAL BUDGET CONDITIONS

- Overhead is eligible; the RECIPIENT may charge 25 percent of the RECIPIENT salaries and benefits applied directly to the project as overhead.
- The fiscal office will monitor expenditures at the task level. A letter amendment is required to redistribute costs among tasks. A formal amendment is required to increase state funding.
- The maximum allowable amount from LTCA is \$430,500. All remaining costs will be paid by cash match.

SPECIAL TERMS AND CONDITIONS

A. MINORITY AND WOMEN'S BUSINESS PARTICIPATION

The RECIPIENT agrees to solicit and recruit, to the maximum extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

In the absence of more stringent goals established by the RECIPIENT's jurisdiction, the RECIPIENT agrees to utilize the DEPARTMENT'S goals for minority- and women-owned business participation in all bid packages, request for proposals, and purchase orders. These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

Construction/Public Works	10% MBE	6% WBE
Architecture/Engineering	10% MBE	6% WBE
Purchased Goods	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE
Professional Services	10% MBE	4% WBE

Meeting these goals is voluntary and no contract award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged,

Grant No. G0000052
STIA Phase I Ground Water Study
Agreement with the Port of Seattle

however, and the RECIPIENT and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

By signing this Agreement, the RECIPIENT certifies that the above steps were, or will be followed. Any contractor engaged by the RECIPIENT under this agreement shall be required to follow the above five affirmative steps in the award of any subcontract(s).

The RECIPIENT shall report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. The report will address:

1. Name and state OMWBE certification number of any qualified firm receiving funds under the voucher, including any sub-and/or sub-subcontractors.
2. The total dollar amount paid to qualified firms under this invoice.

B. USE OF EXISTING CONTRACTS

The RECIPIENT may use existing contracts that conform to adopted procurement procedures and applicable state laws. The RECIPIENT shall notify the DEPARTMENT if it used contracts entered into prior to the execution of the grant agreement for performance of grant funded activities.

C. ALL WRITINGS CONTAINED HEREIN

This agreement, the appended "General Terms and Conditions," and the DEPARTMENT's Administrative Requirements for Ecology Grants and Loans, WDOE 95-701, contain the entire understanding between the parties, and there are no other understandings or representations except as those set forth or incorporated by reference herein. No subsequent modification(s) or amendment(s) of this grant agreement shall be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and DEPARTMENT and made part of this agreement; EXCEPT a letter of amendment will suffice to redistribute the budget without increasing the total eligible project cost or to change the DEPARTMENT's Project Officer or the

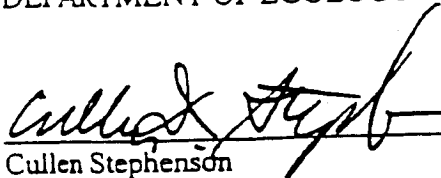
Grant No. G0000052
STIA Phase 1 Ground Water Study
Agreement with the Port of Seattle

RECIPIENT's Project Coordinator or to extend the period of performance as set forth in the
Grant Agreement.

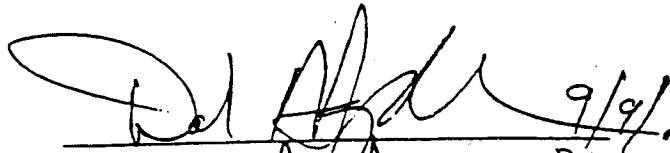
IN WITNESS WHEREOF, the parties hereby execute this Grant:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PORT OF SEATTLE



Cullen Stephenson
Program Manager
Solid Waste and Financial Assistance
7/17/99 Date



Date 9/9/99
DAVID A. ASGERHOLM
(printed name)
MANAGER, HEALTH, SAFETY +
(title) ENVIRONMENTAL SERVICE

Approved as to form only by Assistant Attorney General.