

RESOLUTION 2016 - 09



**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SUNNYSIDE, WASHINGTON, AUTHORIZING  
A TASK ORDER WITH HUIBREGTSE LOUMAN ASSOC.  
TO PROVIDE ENGINEERING AND DESIGN SERVICES FOR  
THE GRANT AVENUE STORMWATER IMPROVEMENTS**

**WHEREAS**, the City of Sunnyside operates and maintains all drainage infrastructure pertaining to storm water runoff of all city properties and rights of way; and

**WHEREAS**, staff has identified the failure of a 12" wooden drain pipe in Grant Ave. from 8<sup>th</sup> Street to 4<sup>th</sup> Street that needs to be replaced. To help spread out the expense of this project, staff is proposing a task order with Huibregtse Louman Associates (HLA) to provide engineering and design services in 2016, with construction of the new storm system to be done in 2017; and

**WHEREAS**, the City Council finds and determines that authorizing a task order with HLA to provide engineering and design services for the Grant Avenue Stormwater Improvements is in the best interest of the residents of the City of Sunnyside and will promote the general health, safety and welfare;

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

**SECTION 1.** That the City Council of the City of Sunnyside hereby authorizes task order 2016-01 with HLA in the amount of \$22,000.00, attached hereto as Exhibit "A", and act on behalf of the City of Sunnyside and to take all actions reasonable and necessary to administer these funds with full contractual authority.

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

**PASSED** this 8<sup>th</sup> day of February, 2016.



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JAMES A. RESTUCCI, MAYOR

**ATTEST:**



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DEBORAH ESTRADA, CMC, CITY CLERK

**APPROVED AS TO FORM:**



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KERR LAW GROUP, PLLC  
Attorneys for the City of Sunnyside

# EXHIBIT A

## TASK ORDER NO. 2016-01

REGARDING GENERAL AGREEMENT BETWEEN CITY OF SUNNYSIDE

AND

HLA ENGINEERING AND LAND SURVEYING, INC.

### PROJECT DESCRIPTION:

#### Grant Avenue Stormwater Improvements HLA Project No. 15090E

The City of Sunnyside Grant Avenue Stormwater Improvements project will replace approximately 650 linear feet of deteriorated storm drain main and install four new storm drain structures between the alley of South 6<sup>th</sup> Street to South 8<sup>th</sup> Street on Grant Avenue.

### SCOPE OF SERVICES:

At the direction of the City of Sunnyside (CITY), HLA Engineering and Land Surveying, Inc. (HLA), shall provide professional engineering and surveying services for the Grant Avenue Stormwater Improvements project (PROJECT). HLA services shall include:

#### PHASE 1 – ENGINEERING DESIGN AND FINAL PLANS, SPECIFICATIONS, AND ESTIMATE

- A. Perform field investigations necessary to design the identified improvements.
- B. Conduct a topographic survey of the project area as required to complete design, plans, and specifications for publicly bid improvements.
- C. Review and discuss preliminary plans with CITY staff.
- D. Prepare final design, and complete plans and specifications for publicly-bid improvements, as authorized by the CITY.
- E. Prepare the Engineer's Estimate of construction cost.
- F. Furnish twenty (20) copies of the final plans and specifications for bidding and construction. It is anticipated HLA will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages will be considered additional services.

#### PHASE 2 – SERVICES DURING BIDDING

*THE FOLLOWING SERVICES ARE ANTICIPATED TO BE NECESSARY FOR THE PROJECT AND WILL BE ADDED BY ADDENDUM TO THIS AGREEMENT ONCE THE CITY SECURES CONSTRUCTION FUNDING.*

- A. *Assist CITY with small works roster bidder selection.*
- B. *Answer and supply such information as requested by prospective bidders.*
- C. *Prepare and issue addenda, if necessary.*
- D. *Participate in the prospective bidder evaluation process.*
- E. *Prepare tabulation of all bids received by the CITY and review bidder's qualifications.*
- F. *Make recommendation to the CITY of construction contract award to the lowest responsible bidder.*

#### PHASE 3 – SERVICES DURING CONSTRUCTION

## EXHIBIT A

THE FOLLOWING SERVICES ARE ANTICIPATED TO BE NECESSARY FOR THE PROJECT AND WILL BE ADDED BY ADDENDUM TO THIS AGREEMENT ONCE THE CITY SECURES CONSTRUCTION FUNDING.

- A. *Furnish the field survey crew necessary to set horizontal and vertical control for the improvements authorized for construction.*
- B. *Furnish a qualified resident engineer who shall make construction observations and be on the job site at all times that significant work is in progress, whose duty shall be to provide surveillance of project construction for substantial compliance with plans and specifications.*
- C. *Prepare and file progress reports on the PROJECT with the CITY and provide monthly progress estimates to the CITY.*
- D. *Consult and advise the CITY during construction and make a final report of the completed work.*
- E. *The CITY is required to monitor the Contractor's payment of prevailing wage rates. As part of construction services, HLA will monitor General Contractor and Subcontractor compliance with State labor standards during the construction phase of this project. This work includes checking monthly certified payrolls, conducting employee interviews in the field, and issuing letters of non-compliance and/or letters of missing documents.*
- F. *Review Contractor's submission of samples and shop drawings, where applicable.*
- G. *Recommend progress payments for the Contractor to the CITY.*
- H. *Prepare and submit proposed contract change orders when applicable.*
- I. *Prepare and furnish reproducible record drawings of all completed work from as-built drawings furnished by the resident engineer and Contractor. If as-built drawings from the Contractor are not received by HLA within thirty (30) calendar days from the date of the letter of recommendation of project acceptance, HLA will submit the reproducible record drawings to the CITY with a note stating that no as-built information was received by HLA.*
- J. *Participate in the 11th month warranty inspection and make recommendations to Contractor for warranty work that needs to be addressed.*

### PHASE 4 – ADDITIONAL SERVICES

- A. Provide professional engineering and surveying services for additional work requested by the CITY that is not included in Phase 1.

### ITEMS TO BE FURNISHED AND RESPONSIBILITY OF CITY

The CITY will provide or perform the following:

- A. Provide full information as to CITY requirements of the PROJECT.
- B. Assist HLA by placing at their disposal all available information pertinent to the site of the PROJECT including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the PROJECT.
- C. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of HLA.
- D. Obtain approval of all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from such other individuals or bodies as may be necessary for completion of the PROJECT.
- E. Pay for project bid advertisement costs.

## EXHIBIT A

### TIME OF PERFORMANCE:

The services called for under the various phases of this Agreement shall be completed as follows:

#### PHASE 1 – ENGINEERING DESIGN AND FINAL PLANS, SPECIFICATIONS, AND ESTIMATE

Project reports, plans, specifications, and estimates for all project elements shall be provided within 90 calendar days after the date of authorization to proceed.

#### PHASE 2 – SERVICES DURING BIDDING

Time of completion for work directed by the CITY under additional services shall be negotiated and mutually agreed upon at the time of service requested by the CITY.

#### PHASE 3 – SERVICES DURING CONSTRUCTION

Time of completion for work directed by the CITY under additional services shall be negotiated and mutually agreed upon at the time of service requested by the CITY.

#### PHASE 4 – ADDITIONAL SERVICES

Time of completion for work directed by the CITY under additional services shall be negotiated and mutually agreed upon at the time of service requested by the CITY.

### FEE FOR SERVICE:

For the services furnished by HLA as described under this Agreement, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties.

#### PHASE 1 – ENGINEERING DESIGN AND FINAL PLANS, SPECIFICATIONS, AND ESTIMATE

All work for this phase shall be performed for the lump sum fee of \$22,000.00.

#### PHASE 2 – SERVICES DURING BIDDING

All work shall be performed on a time-spent basis at the normal hourly billing rates in affect at time of the contract addendum.

#### PHASE 3 – SERVICES DURING CONSTRUCTION

All work shall be performed on a time-spent basis at the normal hourly billing rates in affect at time of the contract addendum.

#### PHASE 4 – ADDITIONAL SERVICES

Any additional work requested by the CITY that is not included in Phase 1 shall be authorized by the CITY and agreed to by HLA in writing prior to proceeding with the services. HLA shall perform the additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as laboratory testing, reproduction expenses, out of town travel costs, and outside engineers.

Proposed:

  
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HLA Engineering and Land Surveying, Inc.  
Michael T. Battle, PE, President

1/29/2016  
\_\_\_\_\_  
Date

Approved:

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City of Sunnyside  
Donald D. Day, City Manager

\_\_\_\_\_  
Date