RESOLUTION 2017-04

RESOLUTION APPROVING GENERAL AGREEMENT
WITH HUIBREGTSE, LOUMAN ASSOCIATES, INC.
FOR PROFESSIONAL ENGINEERING AND SURVEYING SERVICES
FOR WELL NO. 5 IMPROVEMENTS

WHEREAS the City of Toppenish desires to reconstruct the existing Well No. 5 facility to address deficiencies and improve safety, system reliability and water quality, and

WHEREAS the City is in need of professional engineering services to complete the various phases of the project that consist of Phase 1 – Project Administration, Phase 2 – Environmental Compliance, Phase 3 – Engineering Design and Final Plans, Specifications and Estimate, Phase 4 – Services During Construction, and Phase 5 Telemetry System Programming, and

WHEREAS Huibregtse, Louman Associates is a professional engineering firm with the staff and expertise to provide the professional engineering services as needed for the five phases of the project, for costs not to exceed $336,740.00,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON AS FOLLOWS:

Task Order No. 2017-02 regarding the General Agreement between the City of Toppenish and Huibregtse, Louman Associates, Inc. for professional engineering and surveying services for the Water System Plan Update, with a “not-to-exceed” budget in the amount of $336,740.00 is approved and the City Manager is authorized and directed to execute said agreement on behalf of the City of Toppenish.

This resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on February 27, 2017.

CLARA R. JIMÉNEZ, Mayor

ATTEST:

DEBBIE ZABELL, CMC, Finance Director/City Clerk
TASK ORDER NO. 2017-02

REGARDING GENERAL AGREEMENT BETWEEN CITY OF TOPPENISH

AND

HLA ENGINEERING AND LAND SURVEYING, INC.

PROJECT DESCRIPTION:

Well No. 5 Improvements
HLA Project No. 17042

The City of Toppenish (CITY) desires to reconstruct the existing Well No. 5 facility to address deficiencies and improve safety, system reliability, and water quality. The proposed improvements will include construction of a new control building with separate rooms for the well and piping, chlorine equipment, fluoridation equipment, generator, and electrical gear. This project will also include equipping Well No. 5 with a new motor and VFD to improve well flow control and energy efficiency.

The City received notice from the State of Washington Department of Health (DOH) that they have been approved for project funding through the Drinking Water State Revolving Fund (DWSRF) construction loan program, DWSRF Project No. 2016-050. Scope of work and pre-contract forms are anticipated to be finalized in March 2017. Funding contracts are anticipated to be received and executed in June 2017. The total estimated project cost is $1,388,988.36.

SCOPE OF SERVICES:

At the direction of the CITY, HLA Engineering and Land Surveying, Inc. (HLA), shall provide professional engineering and construction services for the Well No. 5 improvements project (PROJECT). HLA services shall include the following:

Phase 1 – Project Administration

A. Assist CITY with financial and construction management requirements of funding agency.
B. Assist CITY with securing approval of such governmental authorities having jurisdiction over design criteria applicable to the PROJECT.
C. Monitor the Contractor's compliance with State and Federal labor standards.
D. Assist CITY with funding agency reimbursement process.
E. Assist CITY with funding agency project closeout process.

Phase 2 – Environmental Compliance

A. Assist CITY with State Environmental Review Process (SERP) requirements, including preparation of a SEPA checklist for transmittal to lead agency for review and action. Prepare an Archaeological Resource Survey, if required, for review by controlling authority. An Environmental Impact Statement (EIS) is not anticipated to be required for this PROJECT. Should it be determined that an EIS must be prepared, it will be added as a separate and additional phase of work.
Phase 3 – Engineering Design and Final Plans, Specifications, and Estimate

A. Perform field investigations necessary to design the identified improvements.
B. Perform topographic survey of the project area as required to complete design, plans, and specifications for publicly bid improvements.
C. Prepare preliminary design plans and specifications for review and approval by DOH.
D. Review and discuss preliminary plans with CITY staff.
E. Prepare final design plans, specifications, and estimate for publicly-bid improvements, as authorized by the CITY.
F. Furnish forty (40) copies of the final plans and specifications for bidding and construction. It is anticipated the ENGINEER will prepare one (1) complete set of plans and specifications for one bid call/solicitation; additional bid packages will be considered additional services.
G. Answer and supply such information as is requested by prospective bidders.
H. Prepare and issue addenda, if necessary.
I. Attend bid opening and participate in prospective bidder evaluation process.
J. Prepare tabulation of all bids received by the CITY and review bidder’s qualifications.
K. Make recommendation to the CITY of construction contract award to the lowest responsible bidder.

Phase 4 – Services During Construction

A. Furnish 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 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 and Federal 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 to the CITY progress payments for the Contractor.
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.

Phase 5 – Telemetry System Programming

A. Provide control system and human machine interface (HMI) programming necessary to control the new well features, and to integrate the new components into the existing CITY water telemetry control system/Supervisory control and data acquisition (SCADA) system.

Additional Services

A. Provide professional engineering and surveying services for additional work requested by the CITY that is not included in other Phases of work.

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. Pay all review fees and costs associated with obtaining such approvals.

E. Pay for project bid advertisement costs, if necessary.

F. Pay for all necessary testing costs not paid by the Contractor.

G. Pay for all necessary building permit fees not paid by the Contractor.

TIME OF PERFORMANCE:

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

Phase 1 – Project Administration

Project administration services shall begin immediately upon notice of authorization to proceed and continue until all funding and labor compliance closeout requirements for the PROJECT have been satisfied.

Phase 2 – Environmental Compliance

Environmental and cultural resource review and compliance information shall be prepared and submitted to the controlling authority/authorities within 90 calendar days after the date of authorization to proceed.
Phase 3 – Engineering Design and Final Plans, Specifications, and Estimate

Plans, specifications, and estimates for all project elements shall be provided within 120 calendar days after the date of authorization to proceed.

Phase 4 – Services During Construction

Engineering services during construction of the PROJECT shall begin upon construction contract award by the CITY to the lowest responsible bidder and shall extend through the completion of construction, and completion of as-constructed drawings and labor documentation closeout. A maximum of eighty (80) working days has been assumed for the construction of improvements. Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, engineering services beyond the eighty (80) working days shall be considered additional services.

Phase 5 – Telemetry System Programming

Engineering services for telemetry system programming shall be completed in conjunction with engineering services during construction to provide programming necessary for the Contractor to complete their work and to integrate new water system components into the existing CITY water telemetry control system.

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 request 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 – Project Administration

All work for this phase shall be performed for the lump sum fee of $10,000.00.

Phase 2 – Environmental Compliance

All work for this phase shall be performed for the lump sum fee of $5,000.00.

Phase 3 – Engineering Design and Final Plans, Specifications, and Estimate

All work for this phase shall be performed for the lump sum fee of $153,370.00.

Phase 4 – Services During Construction

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses with an estimated amount of $153,370.00.

Phase 5 – Telemetry System Programming

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses with an estimated amount of $15,000.00.
Additional Services

Any additional work requested by the CITY that is not included in other Phases of work shall be authorized by the CITY and agreed upon 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:  
HLA Engineering and Land Surveying, Inc.  
Michael T. Battle, PE, President  
2/6/2017  
Date

Approved:  
City of Toppenish  
Lance Hoyt, City Manager  
2/27/2017  
Date