RESOLUTION NO. 3179

RESOLUTION AUTHORIZING THE MAYOR SIGN "TASK ORDER NO. 2025-01" WITH HLA ENGINEERING AND LAND SURVEYING, INC., FOR PROFESSIONAL SERVICES RELATED TO THE CITY'S 3rd STREET RESURFACING PROJECT

WHEREAS, the City desires, as its 3^{rd} Street Resurfacing Project (Project), to design and construct improvements to certain segments of 3^{rd} Street and Speyers Road; and

WHEREAS, the entity of HLA Engineering and Land Surveying, Inc. (HLA) is one of the City's contracted engineering firms and provides professional engineering services to the City on a project-by-project basis pursuant to a previously-entered-into Contract for Professional Engineering Services, because the City does not directly employ any engineer(s) on its staff; and

WHEREAS, HLA is willing and able to provide the professional engineering and bidding services that are necessary for this Project; and

WHEREAS, HLA has drafted a six-page "Task Order No. 2025-01", which recites HLA's scope of work and HLA's expected maximum fees of \$133,300.00 combined (which fees are separated out into a few different categories); and

WHEREAS, the terms of Task Order No. 2025-01 are acceptable to City staff and City staff recommends that the City Council authorize the Mayor to sign it; and

WHEREAS, the City Council finds that good causes exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the six-page Task Order No. 2025-01 with HLA in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14^{th} day of January, 2025.

ATTEST:

Roger Bell, Mayor

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

TASK ORDER NO. 2025-01

REGARDING GENERAL AGREEMENT BETWEEN THE CITY OF SELAH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

3rd Street Resurfacing HLA Project No. 25036E

The City of Selah (CITY) has received Arterial Preservation Program (APP) funding from the Washington State Transportation Improvement Board (TIB) for the resurfacing of 3rd Street between Valleyview Avenue and Park Avenue and W. Naches Avenue to Fremont Avenue, and Speyers Road between 5th Street and Fremont Avenue. The project will include full width resurfacing, curb ramps (and adjacent traffic curb and gutter), pavement markings, and related work. Engineering design work will begin immediately following receipt of this executed Task Order. Construction is anticipated to occur in 2025.

SCOPE OF SERVICES:

At the direction of the CITY, HLA will provide professional engineering services for the 3rd Street Resurfacing project (PROJECT). HLA shall provide a comprehensive civil engineering construction document package (plans, specifications, and engineer's estimate) for improvements to 3rd Street. Services will also include advertising and bidding, recommendation of contract award to the lowest responsible bidder, and engineering services during construction.

HLA shall provide the following services:

1.0 Design Engineering

- 1.1 Provide complete PROJECT management to deliver the PROJECT within mutually determined expectations.
- 1.2 Conduct a topographic survey of the PROJECT area as required to complete design, plans, and specifications, including call for utility locates.
- 1.3 Perform field investigations necessary to design the identified improvements.
- 1.4 Attend meetings with the CITY to address technical aspects of the work related to scope, design, and schedule of the PROJECT. Up to two (2) meetings are anticipated.
- 1.5 Prepare preliminary draft plans and a cost estimate of improvements for review and approval by the CITY.
- 1.6 Notify private utilities of pending improvements.
- 1.7 Perform quality control and assurance review of all final documents.
- 1.8 Incorporate CITY review comments and prepare final plans, specifications, and estimate for review and approval by CITY.
- 1.9 Prepare Engineer's construction cost estimate.

- 1.10 Provide final plans and specifications to the CITY in electronic format suitable for printing and use at time of bid advertisement. 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.
- 1.11 Prepare documentation necessary to receive TIB approval to advertise for bids.
- 1.12 Prepare advertisement for bids. Coordinate with CITY on number and location publications. All advertising fees to be paid by the CITY.
- 1.13 Post documents to HLA website and notify potential bidders, utility companies, and plan centers of PROJECT posting, and maintain planholder list.
- 1.14 Answer and supply information as requested by prospective bidders.
- 1.15 Prepare and issue addenda to contract documents, if necessary.
- 1.16 Attend the bid opening and participate in the evaluation process.
- 1.17 Prepare a summary of the bids received and review bidder's qualifications and responsiveness.
- 1.18 Prepare TIB Bid Updated Cost Estimate (UCE) for TIB concurrence to award the construction contract.
- 1.19 Make recommendation of award to the CITY for construction contract.

2.0 Construction Engineering

- 2.1 Following Council award authorization, prepare notice of award to the Contractor, assemble construction contract documents, and coordinate contract execution with the CITY and Contractor.
- 2.2 Review Contractor's submission of certificate of insurance and contract bond.
- 2.3 Coordinate and facilitate preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies, including preconstruction agenda and meeting record.
- 2.4 Prepare and transmit notice to proceed to Contractor.
- 2.5 Furnish a field survey crew to provide geometric control, including construction staking.
- 2.6 Furnish a resident engineer (inspector) to observe construction for substantial compliance with plans and specifications and CITY Construction Standards.
- 2.7 Review Contractor's submission of samples and shop drawings.
- 2.8 Maintain submittal list for duration of PROJECT.
- 2.9 Respond to Contractor requests for information (RFI).
- 2.10 Interpret plans and specifications when necessary.
- 2.11 Prepare daily progress reports.
- 2.12 Prepare weekly statements of working days.
- 2.13 Create and maintain accurate construction documentation for the life of the PROJECT.

- 2.14 Consult and advise the CITY during construction and make final review and report of the completed work with CITY representatives.
- 2.15 Coordinate testing scheduling with the Contractor's materials testing firm and review acceptance sampling and testing for construction materials.
- 2.16 Coordinate and attend construction meetings anticipated once per week during the duration of improvements.
- 2.17 Perform measurement and computation of pay items.
- 2.18 Prepare and provide monthly progress estimates to the CITY and recommend progress payments for the Contractor.
- 2.19 Prepare proposed contract change orders and/or force account computations as required.
- 2.20 Conduct final walkthrough inspection with the Contractor and CITY. Prepare and transmit punchlist to Contractor.
- 2.21 Prepare and furnish record drawings and field notes of completed work in accordance with PROJECT field records provided by the resident engineer and those submitted by the Contractor.
- 2.22 Monitor Contractor's compliance with state labor standards.
- 2.23 Assist the CITY with TIB funding reimbursement requests and supporting documentation.
- 2.24 Prepare and submit recommendation of PROJECT acceptance.
- 2.25 Prepare and submit Notice of Completion of Public Works Contract (NOC). Monitor lien releases from state agencies.
- 2.26 Notify CITY when retainage may be released.

3.0 Additional Services

Provide professional engineering services for additional work requested by the CITY that is not included in this Task Order.

4.0 Items to be Furnished and Responsibility of the CITY

The CITY will provide or perform the following:

- 4.1 Provide full information as to CITY requirements for the PROJECT.
- 4.2 Provide all available information pertinent to the PROJECT relative to completion of design and construction of the PROJECT.
- 4.3 Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 4.4 Obtain approval of all governmental authorities for the PROJECT, and approvals and consents from other individuals as necessary for completion of the PROJECT.
- 4.5 Pay for advertising, notices, or other publications as may be required.
- 4.6 Pay for all necessary permits and testing fees not paid by the Contractor.

TIME OF PERFORMANCE:

HLA will diligently pursue the completion of the PROJECT as follows:

1.0 Design Engineering

- 1.1 HLA will provide draft plans, specifications, and cost estimate for CITY review within sixty (60) working days from receipt of this signed Task Order.
- 1.2 Final plans, specifications, and cost estimate will be provided within twenty (20) working days of receiving CITY comments on draft plans, specifications, and cost estimate.

2.0 Construction Engineering

- 3.1 Construction engineering services shall begin upon construction contract award by the CITY to the lowest responsible bidder and extend through the completion of construction, and completion of as-constructed drawings.
- 3.2 A maximum of twenty-five (25) working days has been assumed for the construction of improvements, utilizing a standard 40-hour work week.
- 3.3 Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, services during construction beyond the twenty-five (25) working days shall be considered additional services.

6.0 Additional Services

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

FEE FOR SERVICES:

For the services furnished by HLA as described within this Task Order, 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.

1.0 Design Engineering

All design engineering services shall be performed for the lump sum fee of \$66,650.

2.0 Construction Engineering

All construction engineering services 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 for the estimated fee of \$66,650. If the Contractor is granted additional working days beyond those identified in the Time of Performance, then work shall be billed as additional services until an amendment to this Task Order is executed.

6.0 Additional Services

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA will perform 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 vehicle mileage, out-of-town meals/lodging, advertising, and printing expenses. Outside subconsultant's invoices shall be marked up by a factor of 1.10 times the subconsultant invoice.

Signatures are on the following page.

Proposed:

HLA Engineering and Land Surveying, Inc.

Michael T. Battle, PE, President

Approved:

Roger Bell, Mayor

12/18/2024 Date

01/14/2025

Date