

**TASK ORDER NO. 2021-01**

(CITY CONTRACT NO. 2021-\_\_\_\_, RESOLUTION NO. R-2021-\_\_\_\_)  
AGREEMENT REGARDING TASK ORDER UNDER CITY CONTRACT 2020-046 AND  
RESOLUTION R-2020-034 BETWEEN

CITY OF YAKIMA

AND

HLA ENGINEERING AND LAND SURVEYING, INC.

WHEREAS, CITY and ENGINEER entered into City Contract No. 2020-046 ("the contract") as authorized by City Resolution No. R-2020-034; and

WHEREAS, the parties agreed in the contract, Section 2.1 that ENGINEER shall be expected to perform the work required by each task or group of tasks as assigned by the City for completion as required by the City and approved by Yakima City Council;

THEREFORE, the parties agree ENGINEER shall complete the following tasks as part of the Basic Services as defined in Section 2.1 of the contract subject to all the terms and conditions contained in the contract, which is incorporated by reference.

**PROJECT DESCRIPTION:**

**2021 City Wide Wastewater Improvements**

**City Project No. SC2548**

**HLA Project No. 21058E**

The City of Yakima (CITY) desires to replace eight sanitary sewer collection pipelines, including manholes, reroute side sewer connections, and install two new sanitary sewer drop manholes at various locations throughout the CITY necessary to properly maintain and operate existing sewer mains. Project elements include the following:

1. Replace approximately 590 linear feet of 8-inch diameter sanitary sewer main southeast of North 16<sup>th</sup> Avenue and Jerome Avenue intersection, easterly through a side yard, W3MH1 to E3MH12, line segment 8105.
2. Replace approximately 730 linear feet of 6-inch diameter sanitary sewer main with 8-inch sanitary sewer main in the alley east of Pierce Avenue, beginning at West MLK Boulevard and ending southerly in alley north of West Yakima Avenue, E21MH22 to E21MH24, line segments 7690 and 7691.
3. Replace approximately 320 linear feet of 6-inch diameter sanitary sewer main with 8-inch sanitary sewer main south of West Lincoln Avenue, from Milroy Park easterly to Lewis Avenue, E4MH36 to E4FE37, line segment 5121.
4. Replace approximately 80 linear feet of 10-inch diameter sanitary sewer main at the intersection of South 16<sup>th</sup> Avenue and West Prasch Avenue, W7MH19 to E7MH2A, line segment 5233.
5. Replace approximately 370 linear feet of 8-inch diameter sanitary sewer main southeast of North 16<sup>th</sup> Avenue and West Mead Avenue intersection, through a yard, E8MH9B to E7MH9A, line segment 11235.
6. Replace approximately 110 linear feet of 8-inch diameter sanitary sewer main northwest of Pleasant Avenue and Saint John Street intersection, through a yard, E8FE43 to E8MH42, line segment 5130.

7. Reroute approximately 20 side sewer connections in the alley north of West Yakima Avenue, from North 6<sup>th</sup> Avenue to North 2<sup>nd</sup> Avenue.
8. Construct two new sanitary sewer drop manholes at the following locations:

W19	102	711 S. 32 <sup>nd</sup> Avenue
W21	19	315 N. 28 <sup>th</sup> Avenue
9. Replace a sanitary sewer manhole at the following location:

E30	3A	Division Street and S. 2 <sup>nd</sup> Avenue
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## **SCOPE OF SERVICES:**

At the direction of the CITY, HLA Engineering and Land Surveying, Inc. (HLA), shall provide professional engineering and land surveying services for the 2021 City Wide Wastewater Improvements project (PROJECT). HLA services shall include:

### **1.0 Design Engineering**

- 1.1 Provide complete PROJECT management to deliver the PROJECT within mutually determined expectations.
- 1.2 Attend up to two (2) PROJECT meetings with CITY staff at 60% and 90% plan completion to fully review all elements of the PROJECT.
- 1.3 Assist with PROJECT updates and related administrative documents to the appropriate agencies that have jurisdiction over design and construction of this PROJECT.
- 1.4 Conduct a topographic survey of the PROJECT areas as required to complete design, plans, and specifications, including call for utility locates.
- 1.5 Perform the field investigations necessary to design the identified improvements, including measuring inverts within manholes, measuring water main depths, field checking topographic survey, and all associated traffic control for field investigations.
- 1.6 Review video inspection of the sewer main as provided by the CITY and identify existing side sewer locations.
- 1.7 Perform the preliminary design and submit 30% preliminary plans to the CITY.
- 1.8 Following receipt of 30% plan review comments by the CITY, prepare 60% design plans and submit to the CITY for review.
- 1.9 Review and discuss 60% design plans with CITY staff.
- 1.10 Following receipt of 60% plan review comments by the CITY, prepare 90% design plans, cost estimate, and specifications, and submit to the CITY for review.
- 1.11 Following receipt of 90% plan review comments by the CITY, perform the final design, and prepare complete plans and specifications for publicly-bid improvements, as authorized by the CITY.
- 1.12 Prepare the Engineer's Estimate of construction cost.
- 1.13 Following receipt of authorization from CITY, prepare advertisement for bids and provide to the CITY for use and implementation. All fees associated with bidding will be paid by the CITY.

- 1.14 Furnish the CITY electronic 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. Six (6) printed copies of the contract documents will be made for later distribution to the CITY and Contractor after contracts are awarded.
- 1.15 Submit bid advertisement to the Yakima Herald Republic.
- 1.16 Post contract plans and specifications to the HLA website for bidding purposes.
- 1.17 Prepare and maintain planholders list, including CITY staff, private utility companies, and plan centers.
- 1.18 Answer and supply such information as requested by prospective bidders.
- 1.19 Prepare and issue addenda, if necessary.
- 1.20 Attend bid opening, if and when public attendance is allowed at such opening, and participate in the bid evaluation process.
- 1.21 Prepare tabulation of all bids received by the CITY and review bidder's qualifications.
- 1.22 Make recommendation of construction contract award to the lowest responsible bidder.
- 1.23 Coordinate execution of the Contract with the CITY and Contractor, including review of bond and insurance requirements.

## **2.0 Construction Engineering**

- 2.1 Coordinate and facilitate preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies.
- 2.2 Prepare and issue Notice to Proceed to the Contractor.
- 2.4 Assist CITY with preparing construction impacts informational worksheets for CITY distribution to nearby property owners, as requested.
- 2.3 Furnish the field survey crew necessary to set horizontal and vertical control for the improvements authorized for construction.
- 2.4 Furnish a qualified resident engineer (inspector) to observe construction at the PROJECT site during all significant work. The resident engineer shall provide surveillance of construction for substantial compliance with plans and specifications.
- 2.5 Perform measurement and computation of pay items; prepare and file progress reports on the PROJECT with the CITY, and provide monthly progress pay estimates to the CITY.
- 2.6 Consult and advise the CITY during construction and make a final report of the completed work.
- 2.7 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 construction of the 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.
- 2.8 Review Contractor's submission of samples and shop drawings, where applicable.

- 2.9 Review materials testing results for compliance with plans and specifications.
- 2.10 Recommend progress payments for the Contractor to the CITY.
- 2.11 Prepare and submit proposed contract change orders when applicable.
- 2.12 Perform final walk-through with the CITY and Contractor, and issue final punch list.
- 2.13 Prepare and furnish reproducible record drawings of all completed work from as-built drawings furnished by the resident engineer and Contractor.

### **3.0 Additional Services**

Provide professional engineering and land surveying services for additional work requested by the CITY that is not included above.

### **4.0 Items to be Furnished and Responsibility of CITY**

The CITY will provide or perform the following:

- 4.1 Provide full information as to CITY requirements of the PROJECT.
- 4.2 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.
- 4.3 Contact property owners affected by the PROJECT and gain necessary access to property for field investigation, design, and construction of improvements.
- 4.4 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA and provide written decisions within a reasonable time as not to delay the work of HLA.
- 4.5 Obtain approval of all governmental authorities having jurisdiction over the PROJECT and approvals and consents from such other individuals or bodies as necessary for completion of the PROJECT.
- 4.6 Pay for project bid advertisement costs.
- 4.7 Pay for all necessary testing costs and permit fees.

### **TIME OF PERFORMANCE:**

The services called for under this Task Order shall be completed as follows:

#### **1.0 Design Engineering**

30% preliminary plans shall be completed within forty-five (45) calendar days following receipt of signed Task Order. Each successive plan review set (60%, 90%, and final) shall be completed within thirty (30) calendar days of comment receipt from that previously submitted set.

#### **2.0 Construction Engineering**

Engineering services during construction for the PROJECT shall begin upon construction contract award by the CITY to the lowest responsible bidder and shall extend through both the completion of construction and completion of as-constructed drawings and labor documentation closeout, as requested and directed by the CITY. A maximum of sixty-five (65) 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 sixty-five (65) working days shall be considered additional services.

### **3.0 Additional Services**

Time of completion for 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 SERVICE:**

For the services furnished by HLA as described under 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 work shall be performed on a time-spent basis at the normal hourly billing rates in affect at time of the Task Order. All work directed by the CITY for this PROJECT phase shall be performed on a time-spent basis at the hourly billing rates provided in EXHIBIT B of the Agreement (City Contract No. 2020-46, Resolution No. R-2020-34), plus reimbursement for direct non-salary expenses as described in section 5.1.1. An estimate of time and expenses for services is provided in EXHIBIT 1 below. The estimated maximum fee for this work is \$135,300.00.

### **2.0 Construction Engineering**

All work shall be performed on a time-spent basis at the normal hourly billing rates in affect at time of the Task Order. The Construction Engineering phase is anticipated to occur in early 2022. All work directed by the CITY for this PROJECT phase shall be performed on a time-spent basis at the hourly billing rates provided in EXHIBIT B of the Agreement (City Contract No. 2020-46, Resolution No. R-2020-34), plus reimbursement for direct non-salary expenses as described in section 5.1.1. An estimate of time and expenses for services is provided in EXHIBIT 1 below. The estimated maximum fee for this work is \$135,300.00.

### **3.0 Additional Services**

Any additional work requested by the CITY that is not included above shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with the services. HLA will 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, printing expenses, vehicle mileage, out-of-town travel costs, and outside consultants.

**Proposed:**



HLA Engineering and Land Surveying, Inc.  
Theodore W. Pooler, PE, Vice President

2/19/21  
Date

**Approved:**

\_\_\_\_\_  
City of Yakima  
Robert Harrison, City Manager

\_\_\_\_\_  
Date

## EXHIBIT 1 – PROFESSIONAL SERVICES

During the term of this AGREEMENT, the ENGINEER shall perform professional services in connection with the following project:

### **2021 City Wide Wastewater Improvements (PROJECT)**

**Task Order No. 2021-01**

**City Project No. SC2548**

**HLA Project No. 21058E**

For the services described in Task Order No. 2021-01, compensation shall be paid per Section 5 of the Agreement (City Contract No. 2020-46, Resolution No. R-2020-34). The following spreadsheet shows the estimated time and expenses to perform said services.

Project Title: 2021 City Wide Wastewater Improvements										
Client: City of Yakima										
City Contract Number: 2021-										
Date: February 5, 2021			ENGINEER'S HOURLY ESTIMATE							
Task No.	Project Task	Senior Principal Engineer	Licensed Principal Engineer	Project Engineer I	Licensed Land Surveyor	Two Man Survey Crew	CAD Technician	Administrative/ Clerical	Total Hours	Task Direct Costs
		\$222	\$200	\$150	\$164	\$115	\$130	\$87		
<b>1.0</b>	<b>DESIGN ENGINEERING</b>									
1	Project Management	6	20	20	0	0	0	0	46	\$4,332
2	Project Meetings	3	12	12	0	0	0	0	27	\$2,466
3	Field investigations and field surveying	0	0	20	6	112	12	0	150	\$17,440
4	Pipeline evaluation, review video inspection	0	30	50	0	0	0	0	80	\$7,500
5	Preliminary design	6	25	80	8	0	80	20	219	\$25,472
6	In-house project review, quality control	6	16	20	8	0	25	20	95	\$9,322
7	Incorporate Agency review comments	0	10	38	0	0	24	24	96	\$10,908
8	Final design, plans, and specifications	6	10	40	0	0	40	20	116	\$14,272
9	Prepare estimate of construction cost	0	4	8	0	0	8	0	20	\$2,240
10	Copies of plans and specifications	0	4	4	0	0	0	4	12	\$948
11	Answer bidder questions	0	6	6	0	0	0	0	12	\$900
12	Prepare and issue addenda	0	6	6	0	0	6	6	24	\$2,202
13	Attend bid opening	0	4	4	0	0	0	0	8	\$600
14	Prepare tabulation of bids	0	6	0	0	0	0	6	12	\$522
15	Make recommendation of contract award	0	6	0	0	0	0	6	12	\$522
Labor Subtotal		27	159	308	22	112	195	106	929	\$135,054
<b>EXPENSES:</b>										
Travel:		Cost/Unit	Ground	Days	Days	Miles				
Mileage		\$0.56				150				\$84.00
Meals/Lodging		\$0.00								
Misc. Expenses:										
Advertisement										
Telephone										
Postage										
Printing 6 copies plans/specs										\$180.00
Sub-Consultants:										
None Anticipated		\$0.00					Multiplier	1.1		\$0.00
Subtotal - Labor										\$135,054.00
Subtotal - Expenses										\$264.00
Total - DESIGN ENGINEERING										\$135,318.00

Project Title: 2021 City Wide Wastewater Improvements								
Client: City of Yakima								
City Contract Number: 2021-								
Date: February 5, 2021			ENGINEER'S HOURLY ESTIMATE					
Task No.	Project Task	Licensed Principal Engineer	Project Engineer I	Resident Engineer/Inspector	Contract Administrator III	Engineering Technician I	Total Hours	Task Direct Costs
		\$208	\$155	\$126	\$142	\$90		
<b>2.0</b>	<b>CONSTRUCTION ENGINEERING</b>							
1	Assist City with Review/Contract Prep.	3	3	0	6	4	16	\$2,301
2	Conduct Pre-Construction Meeting	4	4	4	4	4	20	\$2,884
3	Construction Observation	6	6	580	0	0	592	\$75,258
4	Field Inspection Reports	0	3	54	6	6	69	\$8,661
5	Construction Administration	4	18	0	30	28	80	\$10,402
6	Construction Meetings	4	6	6	6	6	28	\$3,910
7	Submittal Review	4	18	6	16	16	60	\$8,090
8	State Labor Standards Compliance	0	2	3	24	16	45	\$5,536
9	Progress Payments	6	3	6	12	6	33	\$4,713
10	Change Orders	0	3	4	12	6	25	\$3,213
11	Final Walk-Through/Punchlist	3	6	6	6	6	27	\$3,702
12	Project Closeout	0	6	6	8	8	28	\$3,542
13	Record Drawings	0	2	14	2	2	20	\$2,538
Labor Subtotal		34	80	689	132	108	1043	\$134,750
<b>EXPENSES:</b>								
Travel:		Cost/Unit	Ground	Days	Miles			
Mileage		\$0.560			1050			\$588.00
Meals/Lodging		\$0.00						
Misc. Expenses:								
Advertisement								
Telephone								
Postage								
Outside Printing 30 copies plans/specs								
Sub-Consultants:								
None Anticipated		\$0.00			Multiplier	1.1		\$0.00
Subtotal - Labor							\$134,750.00	
Subtotal - Expenses							\$588.00	
Total - CONSTRUCTION ENGINEERING							\$135,338.00	