



RESOLUTION 2014 - 01

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING
TASK ORDER 2013-4 FOR ENGINEERING SERVICES
WITH HUIBREGTSE, LOUMAN ASSOCIATES, INC.
(Decatur Avenue Water Quality Enhancement Project)**

WHEREAS, the City of Sunnyside has entered into an Agreement for Professional Services with Huibregste, Louman Associates, Inc. (HLA) approved by resolution 2012-25; and

WHEREAS, the City of Sunnyside has received a 2013-2015 Special Provision from the Washington State Department of Ecology to improve Sanitary Sewer and Storm Water quality conditions within the City; and

WHEREAS, the City Council finds and determines that Task Order 2013-4 with HLA to perform project administration, environmental compliance, engineering design, and construction services for the Decatur Avenue Water Quality Enhancement Project should be approved; and

WHEREAS, the City Council finds and determines that such approval is in the best interests of 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 Task Order 2013-4 for project administration, environmental compliance, engineering design, and construction services with Huibregste, Louman Associates, Inc., which Task Order is attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved; and the City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

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

PASSED this 13th day of January, 2014.



JAMES A. RESTUCCI, MAYOR

ATTEST:



DELILAH SAENZ, CMC, CITY CLERK

APPROVED AS TO FORM:



KERR LAW GROUP, LLP
Attorneys for the City of Sunnyside

TASK ORDER NO. 2013-4

REGARDING GENERAL AGREEMENT BETWEEN CITY OF SUNNYSIDE

AND

HUIBREGTSE, LOUMAN ASSOCIATES, INC.

PROJECT DESCRIPTION:

East Decatur Avenue Water Quality Enhancement Project (PROJECT)
HLA Project No. 13130E

The City of Sunnyside has received a 2013-2015 Special Provision from the Washington State Department of Ecology to improve Sanitary Sewer and Storm Water quality conditions within the City of Sunnyside. The Project consists of removing illicit discharges from an existing drainage pipe and constructing a new 1,700-foot sanitary sewer main to convey the illicit discharges to existing sanitary sewer infrastructure. The project design will include investigation of existing pipe connections to the drainage pipe, re-connection of existing services to a new 12-inch diameter sanitary sewer main, and necessary street improvements to construct the improvements in East Decatur Avenue.

SCOPE OF SERVICES:

At the direction of the City of Sunnyside (CITY), Huibregtse, Louman Associates, Inc. (HLA), shall provide professional engineering, and surveying services for the East Decatur Avenue Water Quality Enhancement project (PROJECT). HLA services shall include:

PHASE 1 – PROJECT ADMINISTRATION

- A. Assist the CITY with financial and contract management requirements of funding agency.
- B. Assist the CITY with securing approval of such governmental authorities having jurisdiction over design criteria applicable to the PROJECT.
- C. Assist the CITY with funding agency reimbursement process.
- D. Assist the CITY with progress and quarterly project reports.
- E. Assist the CITY with funding agency project closeout process.

PHASE 2 – ENVIRONMENTAL COMPLIANCE

- A. Assist CITY with State Environmental Review Process (SERP) requirements. An Environmental Impact Statement (EIS) is not anticipated to be required for this PROJECT. Should it be determined an EIS must be prepared, it will be added as a separate and additional phase of work.
- B. Assist the CITY with Cultural Resources Review (Executive Order 05-05).
- C. Prepare General Storm Water Notice of Intent (NOI), where ground disturbance is greater than 1 acre and potential exists for discharge to waters of the State. If improvements are less than an 1 acre and no potential for discharge exists, a Certificate of Erosivity will be prepared and submitted to Department of Ecology.
- D. Assist the CITY to coordinate with the Sunnyside Valley Irrigation District (SVID) as necessary to secure approvals from, and complete permits applicable to the project.

EXHIBIT "A"

PHASE 3 – PROJECT FORMULATION AND FINAL ENGINEERING DESIGN

- A. Perform field investigations necessary to design the identified improvements.
- B. Perform topographic survey of project area required to complete design, plans, and specifications for publicly bid improvements.
- C. Perform preliminary design (30%) and pre-design report for submittal to the CITY and WSDOE.
- D. Review and discuss preliminary plans and WSDOE review comments with CITY staff.
- E. On the basis of approved preliminary plans, perform the final design and complete plans and specifications for publicly bid improvements, as authorized by the CITY.
- F. Submit final plans and specifications to the CITY and WSDOE for final review and authorization to bid.
- G. Assist CITY with advertisement of the PROJECT. All fees associated with advertising shall be responsibility of the CITY.
- H. Furnish forty (40) copies of the final plans and specifications for bidding.
- I. Answer and supply such information as is requested by prospective bidders.
- J. Prepare and issue addenda, if necessary.
- K. Prepare the Engineer's estimate of construction cost.
- L. Attend and participate in the bid opening and evaluation process.
- M. Prepare tabulation of all bids received by the CITY and review bidder's qualifications.
- N. Make recommendation to the CITY of construction contract award to the lowest responsible bidder.

PHASE 4 – SERVICES DURING CONSTRUCTION

- A. Prepare and submit a detailed construction quality assurance plan to WSDOE, prior to construction.
- B. Submit a construction schedule to WSDOE within 30 days following start of construction.
- C. Furnish the field survey crews necessary to provide primary survey control for the improvements authorized for construction, and detailed construction layout staking for both horizontal and vertical control of construction activities.
- D. Furnish a qualified resident engineer who shall make construction observations and be on the PROJECT site at all times significant work is in progress, whose duty shall be to provide surveillance of PROJECT construction for substantial compliance with the plans and specifications.
- E. Review all quality control and material testing results. Material testing to be provided by the Contractor.
- F. Prepare and file progress reports on the PROJECT with the CITY, and provide monthly progress estimates to the CITY.
- G. Consult and advise the CITY during construction and make a final report of the completed work.

EXHIBIT "A"

- H. Monitor the Contractor's compliance with State labor standards.
- I. Review Contractor's submission of samples and shop drawings, where applicable.
- J. Prepare and submit proposed contract change orders when applicable.
- K. Prepare and furnish reproducible record drawings of all completed work from as-built drawings furnished by the CITY's Contractor.
- L. Prepare an Operations and Maintenance Plan for the Storm Water System and submit to the WSDOE.
- M. Upon completion of construction, provide stormwater construction completion form to WSDOE.

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. Provide full-color inspection video and associated notes of the existing storm drain pipe.
- C. 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.
- D. 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.
- E. 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.
- F. Pay for project bid advertisement costs.

TIME OF PERFORMANCE:

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

PHASE 1 – PROJECT ADMINISTRATION

Work for this phase will commence upon authorization to proceed and continue through the full duration of the agreement.

PHASE 2 – ENVIRONMENTAL COMPLIANCE

Environmental compliance shall be provided within 90 calendar days after the date of authorization to proceed.

Coordination with and permitting with SVID is anticipated to continue throughout the duration of Phase 3.

PHASE 3 – PROJECT FORMULATION AND FINAL DESIGN ENGINEERING

Project reports, plans, specifications, and estimates for all project elements shall be provided within 100 calendar days after the date of authorization to proceed.

EXHIBIT "A"

PHASE 4 – SERVICES DURING CONSTRUCTION

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 the completion of construction, and completion of as-constructed drawings and labor documentation closeout. A maximum of thirty (30) 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 thirty (30) working days shall be considered additional services.

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 \$5,000.00.

PHASE 2 – ENVIRONMENTAL COMPLIANCE

All work for this phase shall be performed for the lump sum fee of \$6,000.00.

PHASE 3 – PROJECT FORMULATION AND FINAL DESIGN ENGINEERING

All work for this phase shall be performed for the lump sum fee of \$59,000.00.

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 maximum amount of \$49,000.00.

ADDITIONAL 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:

Huibregtse, Louman Associates, Inc.
Jeffrey T. Louman, PE, President

Date

Approved:

City of Sunnyside
Donald D. Day, City Manager

Date