

TASK ORDER NO. 2025-03

REGARDING GENERAL AGREEMENT BETWEEN THE CITY OF TOPPENISH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Rentschler Lane Improvements **HLA Project No. 25098E**

The City of Toppenish (CITY) plans to make improvements to Rentschler Lane in conjunction with the new Busy Bee Daycare expansion. This daycare development project has been awarded a Yakima Valley Community Foundation grant and it is anticipated Yakima County Supporting Investments in Economic Development (SIED) funding will be obtained by the CITY to fund the balance of the project. This development will support private investment and job creation within Toppenish. The project will make frontage improvements to the property to be developed, including business access, curb, gutter, and sidewalk, storm drainage facilities, and 160 linear feet of water main improvements with valve and hydrant assembly. HLA will assist the CITY to determine desired outcomes of the SIED funded construction project, available grant and loan amounts and options, and required funding match. Other HLA tasks will involve gathering required data and necessary information to be included with the SIED funding application.

SCOPE OF SERVICES:

At the direction of the CITY, HLA shall provide professional engineering services for the Rentschler Lane Improvements (PROJECT). HLA will assist the CITY to prepare and submit a SIED funding application, provide a comprehensive civil engineering construction document package (plans, specifications, and estimate) including bidding services, and provide engineering services during construction for the PROJECT. HLA services shall include the following.

1.0 Design Engineering

- 1.1 Land Survey.
 - a. Conduct a topographic survey of the PROJECT area to complete design, plans, and specifications, including call for utility locates.
 - b. Review available plat maps, documents, and surveys to identify public right-of-way widths, easements, and other identified encumbrances. If required, title reports will be ordered by HLA and paid for by the CITY.
 - c. HLA will prepare an existing right of way map for the PROJECT area.
- 1.2 90% Plans & Estimate.
 - a. Perform field investigations necessary to design the identified improvements.
 - b. Prepare 90% plans, specifications, and a cost estimate of improvements for review and approval by the CITY.
 - c. Perform review of public and private utilities including CITY stormwater, domestic water, sanitary sewer, and irrigation; and Cascade Natural Gas, Pacific Power, Lumen Technologies, Charter Communications, and Fiber Optic lines to determine general locations and size of facilities.
 - d. Notify private utilities of pending improvements and advise of PROJECT schedule.
 - e. Meet with the CITY to address technical aspects of the work related to scope, design, and schedule of the PROJECT. One (1) meeting is anticipated.

- 1.3 100% Plans, Specifications, and Estimate.
 - a. Prepare 100% plans, specifications, and a cost estimate of improvements for review and approval by the CITY.
 - b. Attend a review meeting with the CITY to address and resolve 100% comments.
 - c. Perform quality assurance and quality control review of all final documents.
 - d. Incorporate CITY review comments and prepare final plans, specifications, and estimate for review and approval by CITY.
 - e. Provide final plans and specifications to the CITY in PDF 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 billed as additional services.
 - f. Provide two (2) printed copies of contract documents to the CITY.
 - g. Prepare advertisement for bids. Coordinate with CITY on number and location publications and submit advertisement on behalf of the CITY. All advertising fees to be paid by the CITY.
- 1.4 Post bid documents to HLA website and notify the CITY, funding agency, utility companies, and plan centers of PROJECT posting, and maintain planholder list.
- 1.5 Answer questions and/or supply information as requested by prospective bidders.
- 1.6 Prepare and issue addenda to contract documents, if necessary.
- 1.7 Participate in the bid opening, evaluate bids, prepare bid tabulation, and make recommendation of award.

2.0 SIED Funding Application

- 2.1 Meet with CITY for up to two (2) one-hour meetings to discuss the SIED funding application and desired project outcomes.
- 2.2 Meet with CITY and Yakima County Development Association (YCDA) to discuss PROJECT available grant and loan amounts, and the required funding match.
- 2.3 Prepare cost estimates, exhibits, other necessary documents, and SIED funding application.
- 2.4 Assist CITY with gathering required data and information from the developer and others to include with the SIED funding application.
- 2.5 Populate "Public Sector Project" of SIED funding application for CITY review and consideration.
- 2.6 Submit funding application to YCDA for SIED Board consideration.
- 2.7 Prepare Handout and PowerPoint presentation for SIED Board meeting.
- 2.8 Assist the CITY to present the funding request to the SIED Board.

3.0 Construction Engineering

- 3.1 Following Council award authorization, prepare notice of award to the Contractor, assemble construction contract documents, and coordinate contract execution with the CITY and Contractor.
- 3.2 Review Contractor's submission of certificate of insurance and contract bond.
- 3.3 Coordinate and facilitate preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies, including preconstruction agenda and meeting record.

- 3.4 Prepare and transmit notice to proceed to Contractor.
- 3.5 Furnish a field survey crew to provide geometric control, including construction staking.
- 3.6 Furnish a resident engineer (Inspector) to be on site and provide surveillance of construction for compliance with plans and specifications for the duration of the working days identified in Time of Performance, based on standard 40-hour work weeks. If the Contractor is authorized by the CITY to work extra hours or extend Contract Time, then an amendment will be executed by the CITY to compensate for additional work required by HLA.
- 3.7 Receive and maintain project communications from Contractor during construction and compile project documentation.
- 3.8 Review Contractor's submission of contract and materials submittals, samples and shop drawings. Field verification of materials incorporated into project.
- 3.9 Maintain material submittal list for duration of PROJECT.
- 3.10 Respond to Contractor requests for information (RFI).
- 3.11 Interpret plans and specifications when necessary.
- 3.12 Prepare daily progress reports.
- 3.13 Prepare and distribute weekly statements of working days.
- 3.14 Consult and advise the CITY during construction and make final review and report of the completed work with CITY representatives.
- 3.15 Review acceptance sampling and testing results for compliance with specifications. Quality assurance testing firm and tests to be paid by contractor.
- 3.16 Coordinate and administer weekly construction meetings for the duration of the working days identified in Time of Performance.
- 3.17 Perform measurement and computation of pay items and maintain quantity ledger.
- 3.18 Prepare and provide monthly progress estimates to the CITY and recommend progress payments for the Contractor.
- 3.19 Prepare proposed contract change orders and/or force account computations as required.
- 3.20 Conduct final walkthrough inspection with the Contractor and CITY. Prepare and transmit punchlist to Contractor.
- 3.21 Prepare and furnish record drawings and field notes of completed work in accordance with PROJECT field records provided by the resident engineer.
- 3.22 Monitor the Contractor's compliance with federal and state labor standards, including Intent to Pay Prevailing Wages, Certified Payroll Reports (when required), Affidavits of Wages Paid and Wage Rate Interviews.
- 3.23 Prepare all progress payments and recommendation of PROJECT acceptance.
- 3.24 Provide a link to construction labor documents, completed punch list, record drawings, and final contract voucher certification on a file sharing network for CITY download.
- 3.25 Prepare and submit Notice of Completion of Public Works Contract (NOC).

- 3.26 Monitor lien releases from state agencies.
- 3.27 Notify CITY when retainage may be released.
- 3.28 Coordinate and administer a PROJECT completion debrief meeting with CITY, HLA, and contractor if requested by CITY.

4.0 Additional Services

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

5.0 Items to be Furnished and Responsibility of the CITY

The CITY will provide or perform the following:

- 5.1 Provide all information as to CITY requirements for the PROJECT.
- 5.2 Provide all available information pertinent to the PROJECT relative to completion of design and construction of the PROJECT. All design submittals (90% and final) shall be reviewed by the CITY and returned to HLA within two (2) weeks of each submittal.
- 5.3 Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 5.4 Obtain approval of all government authorities for the PROJECT, and approvals and consents from other individuals as necessary for completion of the PROJECT.
- 5.5 Pay for advertising, notices, or other publications as may be required.
- 5.6 Pay for all necessary permits and testing fees not paid by the Contractor.
- 5.7 The CITY shall provide any existing right of way files that are pertinent to the design. No right-of-way acquisition is planned as part of the PROJECT. No temporary construction easements (TCE's) are expected for the PROJECT. Assistance with right-of-way processes can be provided and billed as Additional Services, as directed by the CITY.

TIME OF PERFORMANCE:

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

1.0 Design Engineering

Design plans, specifications, opinion of cost, and bidding services will be completed within 60 working days following receipt of this signed Task Order.

2.0 SIED Funding Application

- 2.1 A draft SIED funding application will be provided to CITY by May 30, 2025, the final funding SIED funding application will be provided to YCDA by June 19, 2025, and SIED Board presentation is anticipated July 3, 2025.

3.0 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, project acceptance, and release of retainage.

- 3.2 A maximum of fifteen (15) 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 fifteen (15) working days shall be considered additional services.

4.0 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 will be performed for the lump sum fee of \$50,000.

2.0 SIED Funding Application

All SIED funding application work shall be performed for the lump sum fee of \$5,000.

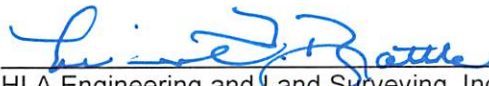
3.0 Construction Engineering

All construction engineering services shall be performed on a time-spent basis at the current hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$45,000. 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.

4.0 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 current 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.

Proposed:



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

4/15/2025

Date

Approved:

City of Toppenish
Daniel Ford, PE, City Manager

Date