



*** TRANSMITTAL ***

Date: January 8, 2025

Project No.: 25041E

To: City of Toppenish
21 W. First Avenue
Toppenish, WA 98948

Attention: Daniel Ford, PE, City Manager

From: Stephanie J. Ray, PE

Re: City of Toppenish
Toppenish Avenue and 1st Avenue Improvements
Task Order No. 2025-01

We are sending you the attached following items:

Two (2) Original Task Order Agreements

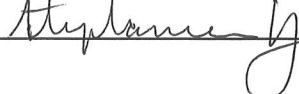
Comment:

Dan,

Attached for your review and consideration are two (2) signed original Task Order No. 2025-01 agreements for the Toppenish Avenue and 1st Avenue Improvements project. If acceptable, please sign and date the Agreements and return one (1) fully executed original to our office.

We very much appreciate the opportunity to work with you and serve the City of Toppenish. If you have any questions or need additional information, please contact me at sray@hlacivil.com or (509) 966-7000.

Thank you.

Copy to: _____ Signed: _____

TASK ORDER NO. 2025-01

REGARDING GENERAL AGREEMENT BETWEEN THE CITY OF TOPPENISH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Toppenish Avenue and 1st Avenue Improvements **HLA Project No. 25041E**

The City of Toppenish (CITY) has been awarded Transportation Improvement Board funding to make safety and mobility improvements to the Toppenish Avenue and 1st Avenue intersection. This project will replace the signal to include pedestrian pushbuttons and attenuation, camera-controlled traffic lights, curb extensions, and ADA compliant curb ramps. As part of the City's Six-Year Transportation Improvement Program, these improvements are connected to several planned projects to revitalize the downtown core area of the City.

SCOPE OF SERVICES:

At the direction of the CITY, HLA shall provide professional engineering services for the Toppenish Avenue and 1st Avenue Improvements (PROJECT). HLA shall provide a comprehensive civil engineering construction document package (plans, specifications, and estimate) for the improvements. Services will also include advertising and bidding, recommendation of contract award, and engineering services during construction.

HLA services shall include the following.

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 Submit site plan and area of potential effect to Tribal Historic Preservation Officer for determination.
- 1.5 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.
- 1.6 Prepare preliminary 30% plans and a cost estimate of improvements for review and approval by the CITY.
- 1.7 Notify private utilities of pending improvements.
- 1.8 Based on approved preliminary engineering plans, perform and present design to CITY at 60% and 90% completion for final coordination.
- 1.9 Perform quality control and assurance review of all final documents.

- 1.10 Incorporate CITY review comments and prepare final plans, specifications, and estimate for review and approval by CITY.
- 1.11 Prepare Engineer's construction cost estimate.
- 1.12 Submit final documents to TIB for review and bid authorization.
- 1.13 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.
- 1.14 Prepare advertisement for bids. Coordinate with CITY on number and location publications. All advertising fees to be paid by the CITY.
- 1.15 Post documents to HLA website and notify potential bidders, utility companies, and plan centers of PROJECT posting, and maintain planholder list.
- 1.16 Answer and supply information as requested by prospective bidders.
- 1.17 Prepare and issue addenda to contract documents, if necessary.
- 1.18 Attend the bid opening, check and tabulate bids, and make recommendation of award to lowest responsive bidder.
- 1.19 Prepare a summary of the bids received and review the bidder's qualifications and responsiveness.
- 1.20 Submit bid tabulations to TIB and prepare Updated Cost Estimate (UCE).

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 bid 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 Prepare daily progress reports.
- 2.10 Prepare weekly statements of working days.
- 2.11 Consult and advise the CITY during construction.

- 2.12 Coordinate testing scheduling with the Contractor's materials testing firm and review acceptance sampling and testing for construction materials.
- 2.13 Coordinate and attend construction meetings anticipated once per week during the duration of improvements.
- 2.14 Perform measurement and computation of pay items.
- 2.15 Prepare and provide monthly progress estimates to the CITY and recommend progress payments for the Contractor.
- 2.16 Prepare proposed contract change orders and/or force account computations as required.
- 2.17 Conduct final walkthrough inspection with the Contractor and CITY. Prepare and transmit punchlist to Contractor.
- 2.18 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.
- 2.19 Assist the CITY with funding reimbursement information and supporting documentation, as requested.
- 2.20 Prepare and submit recommendation of PROJECT acceptance.
- 2.21 Prepare and submit Notice of Completion of Public Works Contract (NOC). Monitor lien releases from state agencies.
- 2.22 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

Design plans, specifications, opinion of cost, and bidding services will be completed within one hundred ninety (190) working days following receipt of this signed Task Order.

2.0 Construction Engineering

- 2.1 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.
- 2.2 A maximum of Sixty (60) working days has been assumed for the construction of improvements, utilizing a standard 40-hour work week.
- 2.3 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 sixty (60) working days shall be considered additional services.

3.0 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 work for design engineering services shall be performed for the lump sum fee of \$164,515.

2.0 Construction Engineering

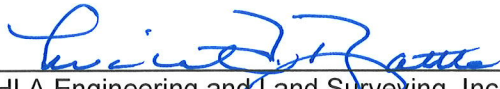
All work for construction engineering services shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$215,135. If the Contractor is granted additional working days beyond those identified in the Time of Performance, then work shall be billed as additional services until an amendment to this Task Order is executed.

3.0 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



Date

Approved:

City of Toppenish
Daniel Ford, PE, City Manager

Date