

**TOWN OF NACHES
RESOLUTION NO. 2020-5**

A RESOLUTION of the Town of Naches, Washington, authorizing the Mayor to sign a consultant agreement with HLA, Inc. to perform engineering services task order No. 2020-01 for the Wastewater Treatment Plant Improvements- Phase 1.

WHEREAS, the Town is in need of consultant engineering work and help on the Wastewater Treatment Plant Improvements- phase 1, for which funding has been acquired through Yakima County SIED grant/loan program; and

WHEREAS, the proposed Consultant Agreement meets the specifications and requirements of the project and funding; and,

WHEREAS, the Town is not able to provide these services with its present staff;

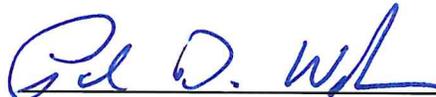
WHEREAS, such Consultant Agreement has not yet been signed and the proposed agreement is attached to this Resolution as Exhibit "A"; and,

WHEREAS, it is in the best interest of the Town Council and Town to contract for engineering services since the Town does not have its own engineer;

BE IT RESOLVED FOR THE TOWN COUNCIL FOR THE TOWN OF NACHES, WASHINGTON, AS FOLLOWS:

The Town Council authorizes the Mayor to sign the attached agreement between the Town of Naches and HLA, Inc. to provide engineering services during the Wastewater Treatment Plant Improvements- phase 1.

ADOPTED by the Town Council and approved by the Mayor at the regular meeting of the Town Council held on the 9th day of March 2020.



Paul D Williams, Mayor

Attest:



Elvira Birrueta, Clerk/Treasurer

Approved as to Form:



Michael Shinn, Attorney

TASK ORDER NO. 2020-01

REGARDING GENERAL AGREEMENT BETWEEN TOWN OF NACHES

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Wastewater Treatment Plant Improvements – Phase 1
HLA Project No. 20070E

The Town of Naches (TOWN) operates a wastewater treatment plant (WWTP) under the terms of NPDES Permit No. WA0022586 issued by the Washington State Department of Ecology (Ecology). A by-product of the treatment process is the biological sludge created when pollutants are removed from the incoming wastewater. That sludge is dewatered and placed in asphalt paved beds where it is dried and exposed to sunlight to create Class B biosolids. These biosolids are suitable for use as a soil amendment on agricultural land. In February 2019, Naches began accepting wastewater from the Allan Bros., Inc., fruit packing operation. Treatment of their wastewater has proved successful, but additional loading is stressing the aging components of the sludge handling process. For example, operation of the nearly 20-year old belt filter press has increased 50 percent.

By separate agreement with Allan Bros., Inc., HLA is preparing an Engineering Report defining the required improvements. The Engineering Report will be submitted to Ecology for approval.

Phase 1 WWTP improvements will enhance sludge handling and biosolids treatment. The project includes a sludge holding tank and new dewatering equipment. The project includes a sludge holding tank and new dewatering equipment. The new tank provides two benefits: 1) sludge will be stored in the sludge holding tank, rather than the clarifiers, improving clarifier performance, and 2) sludge will be better mixed, providing a consistent feed to the dewatering equipment, improving dewatering equipment performance so a drier sludge is sent to the drying beds. New dewatering equipment will replace the aging belt filter press and increase capacity to match other treatment process components proposed for upgrades in Phase 2 (separate project). A second headworks screen will also be added in Phase 1 to provide the required redundancy to protect the quality of the biosolids.

The TOWN received funding from the Yakima County Supporting Investments in Economic Development (SIED) program for design and construction of the Phase 1 WWTP Improvements.

SCOPE OF SERVICES:

At the direction of the TOWN, HLA shall provide professional engineering and construction phase services for the Wastewater Treatment Plant Improvements – Phase 1 project (PROJECT). HLA services shall include the following:

1.0 Environmental Compliance

- 1.1. Assist TOWN with State Environmental Policy Act (SEPA) requirements, including preparation of a SEPA checklist for transmittal to lead agency for review and action. An Environmental Impact Statement (EIS) is not anticipated to be required for this PROJECT. Should it be determined that an EIS must be prepared, it will be added as a separate and additional phase of work.

2.0 Project Administration

- 2.1 Assist TOWN with financial and construction management requirements of funding agency.
- 2.2 Assist the TOWN with securing approval of such governmental authorities as have jurisdiction over design criteria applicable to the PROJECT.
- 2.3 Assist TOWN with funding agency reimbursement process.
- 2.4 Assist TOWN with funding agency project closeout process.

3.0 Engineering Design and Final Plans, Specifications, and Estimate

- 3.1 Perform the field investigations necessary to design the identified improvements.
- 3.2 Conduct a topographic survey of project area, as required to complete design, plans, and specifications.
- 3.3 Prepare preliminary design plans for review and discussion with TOWN staff.
- 3.4 Based on approved preliminary plans, perform the final design, and prepare complete plans and specifications for bid call on the proposed work, as authorized by the TOWN.
- 3.5 Prepare sequence of construction, construction quality assurance plan, request for construction-related bypass, and other documents required for Ecology approval of construction plans and specifications.
- 3.6 Submit construction plans, specifications, cost estimates, and preliminary construction schedule for Ecology review and approval.
- 3.7 Furnish electronic copies of the final plans and specifications for bidding.
- 3.8 Answer and supply such information requested by prospective bidders.
- 3.9 Prepare and issue addenda, if necessary.
- 3.10 Prepare Engineer's Estimate of construction cost.
- 3.11 Attend bid opening and participate in the bid opening and evaluation process.
- 3.12 Prepare tabulation of all bids received by the TOWN and review bidder's qualifications.
- 3.13 Make recommendation to the TOWN of construction contract award to the lowest responsible bidder.

4.0 Services During Construction

- 4.1 Coordinate and conduct preconstruction conference followed by issuance of Notice to Proceed.
- 4.2 Furnish a qualified resident engineer (Inspector) to observe construction and be at the PROJECT during all significant work. The resident engineer shall provide surveillance of construction for substantial compliance with plans and specifications.
- 4.3 Furnish the field survey crew to set horizontal and vertical control for the PROJECT.

- 4.4 Provide staking for construction, including buildings, site grading, and piping. Baselines will be set to establish building locations. Offset stakes will be provided for buried piping and drainage structures.
- 4.5 Attend construction meetings anticipated once every two weeks during the duration of the improvements.
- 4.6 Prepare and file progress reports on the PROJECT with the TOWN and provide monthly progress estimates to the TOWN.
- 4.7 Consult and advise the TOWN during construction and make a final report of the completed work.
- 4.8 Monitor the construction Contractor's compliance with State labor standards.
- 4.9 Review Contractor's submission of samples and shop drawings, where applicable.
- 4.10 Recommend progress payments for the construction Contractor to the TOWN.
- 4.11 Prepare and submit proposed contract change orders when applicable.
- 4.12 Prepare draft operation and maintenance manual for Ecology review.
- 4.13 Prepare final operation and maintenance manual for Ecology approval.
- 4.14 Assist with initial start-up of the new treatment process.
- 4.15 Conduct final inspection and prepare punchlist of items to be corrected by the Contractor and provide to the TOWN.
- 4.16 Prepare and furnish reproducible record drawings of all completed work from as built drawings furnished by the TOWN's construction Contractor.

5.0 Additional Services

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

6.0 Items to be Furnished and Responsibility of TOWN

- 6.1 Provide full information as to TOWN requirements of the PROJECT.
- 6.2 Assist HLA by placing at their disposal all available information pertinent to the PROJECT, including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the PROJECT.
- 6.3 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 6.4 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. Pay all review fees and costs associated with obtaining such approvals.
- 6.5 Pay the cost of publishing environmental review documents and advertising for hearings.

- 6.6 Advertise for and receive bid proposals, open the proposals at the appointed time and place, and pay for all costs incidental thereto.
- 6.7 Pay for all necessary testing costs not paid by the Contractor.
- 6.8 Pay for all necessary permit fees not paid by the Contractor.

TIME OF PERFORMANCE:

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

1.0 Environmental Compliance

Environmental review and compliance information shall be prepared and submitted to the controlling authority/authorities within 60 calendar days after the date of receipt of the signed Task Order.

2.0 Project Administration

Project administration services shall begin immediately upon receipt of the signed Task Order and continue until all funding and closeout requirements for the PROJECT have been satisfied.

3.0 Engineering Design and Final Plans, Specifications, and Estimate

Plans, specifications, cost estimates, and a preliminary construction schedule for all project elements shall be completed and submitted for approval no later than October 31, 2020.

4.0 Services During Construction

Services during construction for the PROJECT shall begin upon construction contract award by the TOWN to the lowest responsible bidder and extend through construction contract completion and funding administration closeout. It is anticipated that construction will take approximately eighty-five (85) working days, including time for submittals. The start of construction will be based on the delivery of equipment and materials, so working days will be suspended between approval of submittals and start of site work. The estimated procurement time for equipment and materials is 16 weeks from the time of purchase/approval of submittal documents. 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 eight-five (85) working days shall be considered additional services.

5.0 Additional Services

Time for completion of work directed by the TOWN under Additional Services shall be negotiated and mutually agreed upon at the time of service request by the TOWN.

FEE FOR SERVICE:

For the services furnished by HLA as described under this Agreement, the TOWN 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 Environmental Compliance

All work for this PROJECT phase shall be performed for the lump sum fee of \$10,000.00.

2.0 Project Administration

All work for this PROJECT phase shall be performed for the lump sum fee of \$10,000.00.

3.0 Engineering Design and Final Plans, Specifications, and Estimate

All work for this PROJECT phase shall be performed for the lump sum fee of \$211,000.00.

4.0 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 direct non-salary expenses such as laboratory testing, printing expenses, vehicle mileage, out-of-town travel costs, and outside consultants/engineers, for an estimated maximum fee of \$170,000.

5.0 Additional Services

Any additional work requested by the TOWN shall be authorized by the TOWN and agreed upon by HLA in writing prior to proceeding with the services. HLA shall perform the additional services as directed/authorized by the TOWN 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 consultant/engineers.

Proposed:  3/3/2020
HLA Engineering and Land Surveying, Inc. Date
Michael T. Battle, PE, President

Approved:  3-9-2020
Town of Naches Date
Paul Williams, Mayor