

RESOLUTION NO. 2016-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON, APPROVING AN ENGINEERING AGREEMENT FOR THE NORTH WAPATO SEWAGE LIFT STATION REPLACEMENT PROJECT WITH GRAY & OSBORNE, INC.

WHEREAS, the City of Wapato desires to replace the North Wapato Sewage Lift Station to improve reliability and safety of the lift station, and to save operational costs; and,

WHEREAS, the City of Wapato has secured funding from Washington State Department of Ecology and Washington State Department of Commerce CDBG (Community Development Block Grant) program for the project; and,

WHEREAS, the City of Wapato needs to contract with an engineer to prepare construction drawings and bidding documents; and,

WHEREAS, the City of Wapato solicited Statement of Qualifications in January 2015, received proposals from four engineering firms before the close date of February 20, 2015, interviewed two top candidates in April 2015, and the interview panel determined that Gray & Osborne Inc. (G&O) is the most qualified candidate and recommended to select G&O as the on-call engineer for the calendar years of 2015, 2016, and 2017; and

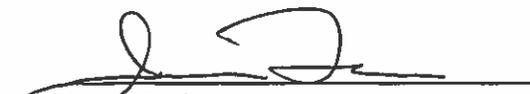
WHEREAS, the City entered into a contract for engineering services with G&O on June 18, 2016; and,

WHEREAS, the City Council of the City of Wapato finds it is in the best interests of the residents of the City of Wapato to amend the April 20, 2015 contract with G&O to specifically add additional services related to the North Wapato lift station project;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON, AS FOLLOWS:

The City Council authorizes the Mayor to sign Amendment No. 3 to Contract for Professional Engineering Services on behalf of the City. A copy of Amendment No. 3 is attached hereto as Exhibit "1".

PASSED BY THE CITY COUNCIL this 21st day of March, 2016.


Jesse Farias, Mayor

ATTEST:



Gloria Acosta, Deputy City Clerk-Treasurer

APPROVED AS TO FORM:



Kellen Holgate, City Attorney

1st Touch Date: 3/7/14

2nd Touch Date: 3/21/14

**AMENDMENT NO. 3
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AMENDMENT, entered into this 21st day of March 2016, by and between the City of Wapato, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for engineering services dated (by Agency) June 18, 2015, for additional services related to general on-call engineering services.

Add the attached Exhibit "A" covering design Engineering Services for the North Wapato Lift Station Replacement Project, with a "not to exceed" budget of \$65,625.00, as shown on the attached Exhibit "B."

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this AMENDMENT to the Contract for Engineering Services in duplicate on the respective dates indicated below.

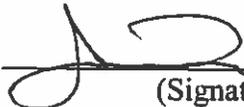
GRAY & OSBORNE, INC.

By: 
(Signature)

Name: Michael B. Johnson, P.E., President
GRAY & OSBORNE, INC.

Date: 2/22/16

CITY OF WAPATO

By: 
(Signature)

Name: Jesse Farias
(Print)

Date: 3/21/16

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT “A”

SCOPE OF WORK

CITY OF WAPATO NORTH WAPATO LIFT STATION REPLACEMENT

Based on our understanding of the project, this Scope of Work presents the professional engineering services requested by the City of Wapato for the design of the City’s North Wapato Lift Station Replacement. The project will consist of the following improvements as further described in the City’s Wastewater Treatment Facility Plan Amendment:

- Construct a new precast wet well lift station near the existing lift station and equip with new duplex submersible pumps.
- New electrical service.
- New standby power generator.
- New control panel including the relocation of all SCADA equipment from existing station to the new station.
- The existing lift station shall remain in service during construction of new lift station and then abandoned in place after commissioning of the new lift station.

We further understand that the source of funding for this project is through Community Development Block Grant (CDBG) and Washington State Department of Ecology (State Revolving Fund Loan).

DESIGN ENGINEERING SERVICES

Tasks

<u>Task No.</u>	<u>Task</u>
-----------------	-------------

- | | |
|----|--|
| 1. | Project Management: Provide overall project management and oversight of resources and deliverables to ensure timely delivery and coordination of project elements. Work includes procuring and maintaining sufficient resources, oversee budget and schedule, oversee and prepare monthly invoices, prepare project progress reports, and assist in timely delivery of engineering products per contract. |
|----|--|

Task No. Task

2. **Submittals:** Provide services for the preparation of submittals and applications for the required permits and approvals. The following submittals shall be provided to the City and the appropriate agencies for review and approval:
 - City of Wapato – Predesign report, 90 percent completion;
 - City of Wapato – Final predesign report
 - City of Wapato – Plans and specifications at 50 and 90 percent completion;
 - Final plans and specifications;
 - Department of Ecology – Final plans and specifications;

3. **Survey:** Obtain vertical and horizontal control necessary for the design of the new North Wapato Lift Station. Design survey includes identifying existing utilities, topography, alignment, delineating existing Rights-of-Way, and other related site topography. Establish vertical and horizontal control for survey and mapping at a size of 1"=20'.
 - Acquire public “records of survey,” plat maps, assessor maps, land corner records, and record drawings as may be available.
 - Acquire topographic and planimetric survey of site, including the existing facility, existing right of ways, and offsite detail required to establish the location of surface grades, pavement edges and elevations, gravel shoulder edges and elevations, existing utilities, and utility poles in sufficient detail to support design.

4. **Engineering Predesign Report:** Prepare a Lift Station Predesign Report. The report will include design criteria, preliminary layout, hydraulic profile, sizing of equipment, and a process control description. The City will be provided with three draft copies of the Predesign Report at 90 percent completion. Gray & Osborne will review the Report with the City to obtain comments and/or suggested design revisions. The Predesign Report will include a plan to maintaining operations during construction.

5. **Engineering Design:** Based upon the Predesign Report, prepare preliminary and Final Contract Documents (plans, specifications, and cost estimates). Three copies of preliminary plans (half-size version) will be provided for each submittal. Prepare specifications, proposal, and related bid documents in a format approved by the City and required by the funding agencies.

Task No. Task

6. **Meetings/Site Visits:** Attend meetings with the City and various subconsultants to discuss project issues and present project status reports. Conduct site visits to visually assess site conditions, geotechnical constraints, obstacles, etc., and to assist in ongoing design efforts. Provide project coordination with all affected regulatory agencies and utility purveyors to include private utility companies known to provide service in the area.

7. **Quality Assurance/Quality Control (QA/QC):** Conduct QA/QC review of the Predesign Report. Conduct periodic reviews (50 percent and 90 percent completion levels) of the design documents to review critical project milestones, deliverables, permitting issues, regulatory approvals, cost, methods and materials to be employed during construction, and environmental concerns. Provide this review by both project and non-project engineers, experienced in design of similar project facilities. Document the review comments and revise the design documents to incorporate these comments.

8. **Bid and Award Services:** Prepare the Call for Bids and distribute to the local paper of record and the Daily Journal of Commerce (publication costs will be billed directly to the City and are not included in this contract). Prepare and distribute bid documents to the City, regulatory agencies, funding agencies, and interested bidders. Maintain a planholders list. Answer and record bid inquiries. Prepare and issue bid addenda, if required. Review bids, check references, prepare and distribute a certified bid tabulation, and prepare a letter of recommendation to award as applicable.

9. **Environmental Documentation:** Based on our understanding, the City has already completed the following:

- State Environmental Policy Act (SEPA)
- SERP

We understand that the City will coordinate through YVCOG for services to update the NEPA Environmental Report for CDBG review. YVCOG services will include compliance with Executive Order 05-05 and Section 106 of the National Historical preservation Act as required.

This Scope of Work assumes that the same NEPA report will satisfy the Ecology environmental review process (Cross Cutter Report) requirements. Any additional work required to complete the Ecology environmental review process will be considered additional services.

Task No. Task

10. **Assist City With Grant and Loan Management:** Provide assistance to the City throughout the project for complying with the requirements of the funding agencies and assist with tracking project costs.

SERVICES DURING CONSTRUCTION

This agreement does not include services to be provided during construction. At the completion of design, an amendment to this Agreement for Construction Administration Services will be prepared for review and approval by the City of Wapato.

CITY SUPPLIED SERVICES

The following will be supplied by the City:

- Record Drawings of existing facilities near each improvement preferably in AutoCAD format.
- Pumping records for existing lift station.

BUDGET

The maximum amount payable to the Engineer for completion of all work associated the this Scope of Work, including contingencies, salaries, overhead, direct non-salary costs and net fee is \$65,625.00. This amount shall not be exceeded without prior written authorization of the City. A breakdown of this estimated maximum is provided in the attached Exhibit "B."

COMPLIANCE WITH STATE AND LOCAL LAWS

The Engineer shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project.

STATE INTEREST EXCLUSION

Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract.

THIRD PARTY BENEFICIARY

Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

COST BASIS OF CONTRACT

The cost of services under this Agreement is based upon actual time and expenses with a not-to-exceed total estimated amount. No contract may be written for "cost-plus-a-percentage-of-cost" or "percentage of construction cost." The cost basis for this contract must be cost-reimbursement, unit price, fixed-price, time and materials, or any combination of these four methods.

FUNDING RECOGNITION

Documents produced under this agreement shall inform the public that the project received financial assistance from the Washington State Water Pollution Control Revolving Fund. Washington State Department of Ecology's and the EPA's logo must be on all signs and documents. Logos will be provided as needed.

ACCESS TO THE WORK SITE AND TO RECORDS

The Engineer and City shall provide for access to their records by Washington State Department of Ecology and Environmental Protection Agency (EPA) personnel.

The Engineer shall maintain accurate records and accounts to facilitate the City's audit requirements and shall ensure that all subconsultants maintain auditable records. These records shall be separate and distinct from the Engineer's other records and accounts.

All such records shall be available to the City of Wapato and to Washington State Department of Ecology and EPA personnel for examination. All records pertinent to this project shall be retained by the Engineer for a period of 3 years after the final audit.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION

1. The Engineer, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the Engineer is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

2. The ENGINEER shall provide immediate written notice to the Washington State Department of Ecology if at any time the ENGINEER learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Washington State Department of Ecology for assistance in obtaining a copy of the regulations.
4. The ENGINEER agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The ENGINEER further agrees by signing this agreement, that it will include this clause titled "Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the ENGINEER is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. The ENGINEER acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. The ENGINEER agrees to keep proof in its agreement file that it and all lower tier recipients or contractors are not suspended or debarred and will make this proof available to the Washington State Department of Ecology upon request. The RECIPIENT/ENGINEER must run a search in <http://www.sam.gov/> and print a copy of completed searches to document proof of compliance.

This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

DISADVANTAGED BUSINESS ENTERPRISES

General Compliance (40 CFR Part 33).

The ENGINEER shall comply with the requirements of the Environmental Protection Agency's Program for Participation By Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.

Non-discrimination Provision (40CFR Appendix A to Part 33).

The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The ENGINEER shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the ENGINEER to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Six Good Faith Efforts (40 CFR Part 33 Subpart C).

The ENGINEER agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The ENGINEER shall retain records documenting compliance with the following six good faith efforts.

1. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at (866) 208-1064.
2. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks

or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.

REQUIRED FEDERAL STANDARD PROVISIONS

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

ACCESS TO RECORDS CLAUSE

The city/county, the Washington State Department of Community, Trade, and Economic Development, and other authorized representatives of the state and federal governments shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to the contract for the purposes of making audit, examination, excerpts and transcriptions.

The Consultant agrees to maintain such records and follow such procedures as may be required under the state's CDBG Program and any such procedures as the City/Town/County or COMMERCE may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of six (6) years after final audit of the city/town/county's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the city/town/county shall request a longer period of record retention.

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED

No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

PUBLIC LAW 101-336, AMERICANS WITH DISABILITIES ACT OF 1990

Subject to the provisions of this title, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

AGE DISCRIMINATION ACT OF 1975, AS AMENDED

No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds. (29 U.S.C. 794)

CONFLICT OF INTEREST PROVISION

Interest of Consultant and Employees:

The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this contract, no person having such interest shall be employed.

ATTACHMENT 5-D

THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968, SECTION 3 COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES CLAUSE

- (a) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- (b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- (c) The Consultant will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (d) The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

EXHIBIT "B"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

CITY OF WAPATO - NORTH WAPATO LIFT STATION REPLACEMENT

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Civil Eng. Hours	AutoCAD/ GIS Mgr./ Graphic Artist Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
DESIGN ENGINEERING SERVICES							
Project Management	2	2					
Permit Applications and Submittals	1	1	2	8			
Survey		1	4		4	8	10
Engineering Predesign Report	2	6	16	24	16		
Engineering Design	2	6	16	80	80	4	
Meetings/Site Visits		6	6	12			
Project QA/QC	3	3	3	8	8		
Bid and Award Services	1	2	4	24	2		
Environmental Documentation			4				
Hour Estimate:	11	27	55	156	110	12	10
Fully Burdened Billing Rate Range:*	\$112 to \$176	\$115 to \$176	\$110 to \$142	\$75 to \$118	\$92 to \$118	\$109 to \$128	\$144 to \$210
Estimated Fully Burdened Billing Rate:*	\$135	\$140	\$110	\$95	\$100	\$120	\$175
Fully Burdened Labor Cost:	\$1,485	\$3,780	\$6,050	\$14,820	\$11,000	\$1,440	\$1,750

Total Fully Burdened Labor Cost: \$ 40,325

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 330

Subconsultant:

Conley Engineering, Inc. \$ 22,700

Subconsultant Overhead (10%) \$ 2,270

TOTAL ESTIMATED COST: \$ 65,625

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.