

RESOLUTION 2012-AA

A RESOLUTION OF THE EATONVILLE TOWN COUNCIL TO AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ELECTRICAL CONSULTANTS, INC. FOR ENGINEERING SERVICES TO DESIGN REMAINDER OF SECOND FEEDER PROJECT PER GRANT BY FEDERAL EMERGENCY MANAGEMENT AGENCY

WHEREAS, the Town of Eatonville received a grant from the Federal Emergency Management Agency (FEMA) for the construction and installation of a second feeder electrical line into the Town, and

WHEREAS, the Town originally hired Brown & Kysar, Inc. (BKI) to design the second feeder line, and BKI failed to design a complete project to allow the Town to fully comply with FEMA's grant, and

WHEREAS, the Town needs a licensed electrical engineer to complete the design and allow the previously hired contractor to design the remainder of the project, and

WHEREAS, Electrical Consultants, Inc. has provided the Town with an acceptable scope and fee and a schedule to complete design and construction per the timelines required by FEMA;

THEREFORE, BE IT RESOLVED by the Council of the Town of Eatonville as follows:

Section 1. The Mayor is authorized to execute on behalf of the Town the attached Professional Services Agreement with the Electrical Consultants, Inc., including any subsequent amendments to the Agreement if such is in the best interests of the Town.

Passed by the Council of the Town of Eatonville at a regular meeting this _____ day of April, 2012.

Raymond Harper, Mayor

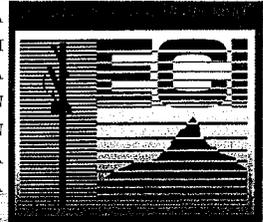
ATTEST:

Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

Town Attorney

BILLINGS, MONTANA
SALT LAKE TOWN, UTAH
TUCSON, ARIZONA
MADISON, WISCONSIN
OMAK, WASHINGTON
TULSA, OKLAHOMA
PHOENIX, ARIZONA



Town of Eatonville Scope of Work Underground Distribution Cable Installation

Work Definition:

Work under this engineering services agreement consists of the review of existing facilities and design of a 15 kV underground distribution feeder cable installation in a recently constructed duct bank/vault system for the Town of Eatonville. Work includes design of facilities required to connect to new feeder position in the Lynch Creek Substation located at the north end of the project and the existing overhead distribution circuit at the intersection of Hwy 161 and Lynch Creek Road at the south end of the project.

Existing system:

Design of a conduit and vault system was completed by a third party consultant under a separate contract. Facilities installed under the original project includes slightly over 1 mile of duct bank including twelve (12) pull vault locations. Installation of these facilities is nearing completion; completion is expected to occur by end of April 2012. Work remaining under the original contract includes design/installation of bridge crossing and 500 ft. section of duct bank at south end of the project; the duct bank section includes a vault which may not be required.

Responsibility of Parties:

Town of Eatonville:

1. Provide drawings, technical design data, and load data on existing system.
2. Provide overview of desired system capabilities and requirements and general design criterion.
3. Provide distribution standards as available
4. Provide review/input for evaluation of recommended design and layout.
5. Negotiate change orders with contractor and oversee construction activities.

ECI:

1. Review existing system layout and recommend system modifications. Adjust layout based on input from Town of Eatonville to develop approved system layout.
2. Review provided distribution standards and recommend modifications; develop design where existing standards do not exist.
3. Provide distribution design technical documents including standards drawings, construction drawings, material callouts, and other data appropriate for construction.
4. Provide construction cost estimate.

SCOPE OF WORK

Electrical Consultants, Inc.

Scope of Work:

1. Develop cable installation design documents. This work will include in-vault design details including cable layout, terminations, termination mounting, and grounding. Design will include pull calculations to verify that pull tensions, conduit fill, and sidewall pressure are within acceptable limits and that jamming is not anticipated for the conduit and cable size selected.
2. Design of facilities to connect feeder cables into the Lynch Creek Substation. This work will include regulator bank installation within the substation including associated switches and strain bus system (wood pole structure, pad and some strain bus already exist); installation of recloser and bypass switches on existing pole inside the yard area; installation of riser pole outside of the substation fence including tie to existing overhead line; installation of conduit and cable (including riser equipment) from new riser pole to existing vault 1V1 lying approximately 50 ft. southwest of the substation.
3. Design of riser pole installation at south end of project at intersection of Lynch Creek Road and SR-161. This work will involve installation of a new pole (to replace existing), a riser connected to previously installed conduit, cable termination and switches.
4. Modification or replacement of existing vault at intersection of Pennsylvania Ave. N. and Ridge Road W. to allow connection to existing 350 kcm CU underground cables.
5. Installation of switches (estimated 4) at various locations on existing overhead distribution system in vicinity of south riser pole to allow transfer/isolation of system between overhead and underground feeds.
6. This proposal assumes two (2) site visits.

Items not included in Scope:

1. Design or permitting for bridge crossing.
2. Adjustments or submittals to WSDOT for work associated with this project.
3. Permits or easements for facilities on BPA properties.
4. System studies including recloser or regulator settings.
5. Cost of survey/GPS location data or geotechnical survey as/if required.
6. Construction Management/observation

SCOPE OF WORK

Electrical Consultants, Inc

Schedule:

Per the current FEMA agreement the project needs to be energized by September 2012. Some work under this project will be completed by Eatonville crews, the majority of work will be completed under a change order by the contractor currently on site doing duct bank installation. A final project schedule will be worked out at the kickoff meeting; following is a preliminary schedule for discussion purposes with suggested key dates:

1. Complete agreement signatures and issue notice to proceed – 4/27/12
2. Kickoff Meeting – 5/2/12
3. Develop approved system general layout- 5/15/12
Project criterion/standards development
4. Technical design documents for review by Town of Eatonville- 6/4/12
5. Start of construction – 6/15/12

Cost estimate:

\$22,000 Fixed Price –

All costs will be billed per contract on a fixed price basis as specified.

Engineering Services Agreement:

This work is subject to the general terms and conditions as stated in the currently applicable General Terms and Conditions and Rate Schedules which are the master agreements between the Town of Eatonville and ECI.

SCOPE OF WORK

Electrical Consultants, Inc.

PROJECT TASK LIST

Project Task	Task Details
No. 1	TOWN Notice to Proceed (NTP) <ul style="list-style-type: none">◆ Finalize Work Scopes & Deliverables◆ Finalize Engineering Contract◆ Record Document Assembly
No. 2	Initial Meeting <ul style="list-style-type: none">◆ Review & Finalize Project Design Criteria◆ Site Inspection◆ Identify & Request Existing Documents
No. 3	Engineering Design <ul style="list-style-type: none">◆ Develop Project Work Plan◆ Review the Existing Preliminary Design◆ Verify Design Calculations◆ Develop Construction Drawings◆ Produce a Project Cost Estimate
No. 4	Material Specification <ul style="list-style-type: none">◆ Provide Material Specifications/BOM

SCOPE OF WORK

Electrical Consultants, Inc.

Project Task Details

Notice to Proceed (Task No. 1)

Upon the Town's written Notice to Proceed (NTP), numerous activities will commence immediately to ensure schedule adherence. The immediate tasks will involve finalizing work scopes, deliverables and the Engineering Services Agreement. Prior to the project startup meeting, it is anticipated that the Town staff will assemble and provide the following information:

- Electronic files for any existing drawings, if available.
- The Town's design criteria if other than RUS.
- Any Town design standards and standard procurement specifications to be incorporated in the design.
- The Town's current Stores Lists.
- Any updated or revised work scope items.

ECI will review, collate and file the information received from the Town for use by project personnel.

Initial Meeting with the Town (Task No. 2)

A start-up meeting would be held to review the project scope, schedule, the Town design criteria, potential project modifications, etc. Persons in attendance would be Don Brantner, ECI's Project Manager and Washington Area Representative.

Detailed discussion of design and project issues, including but not limited to the following, is planned for the project start-up meeting:

- Meet with the Town's parties responsible for each facet of the project (Substation design, operations, planning, real estate, construction, etc.). The function of these meetings shall be to define critical issues and/or concerns related to design, constructability, and operation of the project.
- Conduct detailed field investigation.
- Identify existing electronic files that will be useful to ECI in preparing documents and drawings.
- Discuss any issues/concerns that Town has with existing design documents.
- Review the Project Schedule and sequence of task execution.
- Determine block of the Town's numbers for drawings, if necessary.
- Other applicable items, such as procurement issues.

SCOPE OF WORK

Electrical Consultants, Inc.

Engineering Design (Task No. 3)

A complete substation and distribution design and associated construction document package will be developed based on results of Task S2 outlined above. Some specific design items are as follows:

- A project schedule will be developed to meet project needs based on discussions with Town staff.
- Review existing design drawings and documents. Develop recommendations for any modifications to existing design including design/operational/cost impacts and justification. This will include confirmation of design calculations as needed.
- The Town will review the proposed design. Upon the Town's approval ECI shall finalize construction drawings and develop a detailed project cost estimates.
- An appropriate protection scheme including recloser and regulator settings will be the responsibility of the Town. If assistance from ECI is needed in this effort an evaluation of the Town's previous analysis will need to be conducted to evaluate the amount of work and associated costs of these efforts.

Material Specification (Task No. 4)

Specify required materials and develop Bill of Materials (BOM). This will include structures, wire, insulators, hardware, switches etc.

SCOPE OF WORK

Electrical Consultants, Inc.

List of Deliverables

ECI will provide the following documents*, drawings will be provided in AutoCAD™ format:

- Drawing List
- System Layout
- Pulling Calculations
- Vault details
- Regulator Structure Design
- Strain Bus Details and Regulator Jumper Details
- Substation Riser Details
- Recloser Connection Details
- Distribution Riser Pole Details
- Overhead Distribution Isolation Switch Layout
- Isolation Switch Details
- Design Criteria Document (MS Word™ format)
- Material List (BOM) (MS Word™ format)

* approved for construction, and as-built documents will be provided.

PROFESSIONAL SERVICES AGREEMENT

This Agreement (referred to interchangeably as "Agreement" and/or "Contract") is entered into this ____ day of April, 2012, by and between the Town of Eatonville, a municipal corporation under the laws of the State of Washington (hereinafter "Town"), and Electrical Consultants, Inc., whose address is 3521 Gabel Road, Billings, Montana 59102 (hereinafter "Consultant").

WHEREAS, the Town desires to engage the Consultant to provide engineering services for the complete design of a second feeder electrical line funded through a Grant issued by the Federal Emergency Management Agency through its agent, the Washington State Military Department, Grant No. E10-134,

WHEREAS, the Consultant has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by the Town,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN TOWN AND CONSULTANT AS FOLLOWS:

The Town hereby agrees to engage the Consultant and the Consultant hereby agrees to perform, in a satisfactory and proper manner, as determined by the Town, the services hereafter set forth in connection with this Agreement:

1. Scope of Services:

Consultant agrees to provide professional engineering services for the design of a completed second feeder electrical line in accordance with the attached Scope of Work, identified as in the document entitled, "Town of Eatonville Scope of Work / Underground Distribution Cable Installation", which is attached hereto and fully incorporated herein by reference.

Payment for these services shall not exceed Twenty-Two Thousand Dollars and Zero Cents (\$22,000.00) unless authorized in writing by the Town as per paragraph 13. If additional time is needed, please refer to paragraph 4 of this Agreement. Consistent with paragraph 13, a written amendment signed by both Town and Consultant must be attached before a change is effective. With the Consultant's approval, the Town may add other related professional services at its discretion. Payment for these services shall not exceed the amount above unless authorized in writing by the Town.

2. Relation of Parties.

The Consultant, its subcontractors, agents and employees are independent contractors. Consultants performing professional services for Town and are not employees of the Town. The Consultant, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to Town employees. The Consultant, subcontractors, agents and employees shall not have the authority to bind Town any way except as may be specifically provided herein.

3. Time of Performance

Time is of the essence of this contract. The Grant provided by FEMA described on page 1 of this Agreement in particular requires that the second feeder line be fully complete and energized no later than September 2012. Consultant understands the need to complete this project on time and on budget. The service of the Consultant is to commence on the date this Agreement is executed by the Mayor on approval by the Town Council. It is agreed services hereunder shall be completed as of 6-15-12.

4. Delays and Extensions of Time

If the Consultant is delayed at any time in the progress of providing services covered by the Contract, by any causes beyond Consultant's control, the time for performance may be extended by such time as shall be mutually agreed upon by Consultant and Town, and such extension shall not take effect unless incorporated in a written Amendment to this Agreement signed by both parties as per paragraph 13. Any request for an extension of time shall be made in writing.

5. Compensation and Schedule of Payments

Town shall pay the Consultant at the rates indicated for work performed under the terms of this Contract. This is the maximum amount to be paid under this Contract and it shall not be exceeded without Town's prior written authorization in the form of a negotiated and executed supplemental agreement. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Consultant shall submit invoices to Town covering both professional fees and project expenses, if allowable. Payments to Consultant shall be made within thirty (30) days from submission of each invoice. The Town reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. Town and Consultant agree that any amount paid in error by Town does not constitute a rate change in the amount of the contract. The total amount listed in paragraph 1 is to be the not to exceed amount and is not to be construed as a guaranteed payout total.

6. Ownership of Records and Documents.

All materials, writings and products-produced by Consultant in the course of performing this Contract shall immediately become the property of the Town. In consideration of the compensation provided for by this Agreement, the Consultant hereby further assigns all copyright interests in such materials, writing and products to the Town. A copy may be retained by the Consultant.

7. Termination.

This Contract may be terminated by either party for any reason upon not less than fifteen (15) days written notice.

8. Evaluation and Compliance with the Law.

The Consultant shall have the authority to control and direct the performance and details of the work described herein. The Consultant agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

9. Business and Occupation License.

All work done pursuant to this Agreement is deemed to be engaging in business in the Town. Prior to performing work under set, Consultant shall secure all necessary business licenses from local, state, and federal government authorities.

10. Liability and Hold Harmless.

Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the work hereunder. All work shall be done at Consultant's risk. To the fullest extent permitted by law and subject to the following conditions, Consultant agrees to indemnify, defend, save and hold harmless the Town, its officials, employees and agents (defined in this paragraph as "Indemnified Parties") from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses, on such claims and in proving the right to indemnification, incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the acts or omissions of Consultant, its Subcontractors of any tier, their agents, and anyone directly or indirectly employed by them or anyone for whose acts they are be liable (defined in this paragraph as "Indemnitor" or "Indemnitors").

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against Consultant, the Town retains the right to participate in said suit if any principle of public law is involved. Consultant agrees to being added by the Town as a party to any arbitration or litigation with third parties in which the Town alleges indemnification or contribution from Town, any of its Subcontractors of any tier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Consultant agrees that all of its Subcontractors of any tier will, in their subcontracts, similarly stipulate; in the event any does not, Consultant shall be liable in place of such Subcontractor(s) of any tier.

To the fullest extent allowed by law, this indemnity and hold harmless shall include any claim made by an employee of Consultant or Subcontractor or agent of Consultant, even if Consultant is thus otherwise immune from liability pursuant to Title 51 RCW. Consultant for itself, and its Subcontractors and agents, specifically and expressly waive the right to assert against the indemnities any immunity that may be granted it under the Title 51 RCW. Consultant shall include such waiver in all agreements with Subcontractors. Consultant specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Consultant provide the broadest scope of indemnity permitted by RCW 4.24.115.

Neither this paragraph nor any other part of this Agreement shall not obligate Consultant to defend or indemnify against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Indemnified Parties, their agents or employees; provided that Consultant shall be obligated to indemnify against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) an Indemnified Party or the its agents or employees, and (b) Indemnitors, to the extent of Indemnitors' negligence.

11. Insurance.

The Consultant shall obtain and keep in force during the entire term of this Contract, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Agreement whether such work shall be by the Consultant, subcontractor or anyone directly or indirectly employed by either the Consultant or a subcontractor. The amount of coverage

provided by such insurance shall be not less than Five Hundred Thousand Dollars (\$500,000) combined single limit for bodily injury and property damage and not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage if working in the public right of way.

The Consultant agrees to the following requirements relating to insurance coverage:

- a. Liability Insurance. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, automobile policy or policies. The Town shall be named as an additional insured with respect to all such policies and copies of all such policies shall be furnished to the Town upon request.
- b. Worker's Compensation. The Consultant shall take out and maintain during the life of the Agreement, Worker's Compensation insurance for all its employees engaged in work under or pursuant to this Contract who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, the Consultant shall require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Consultant
- c. Employment Security. The Consultant shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith. Consultant shall provide evidence of all insurance required, at the Town's request, by submitting an insurance certificate to the Town on a standard "Acord" or comparable form.

12. Notices. All notices which are given or required to be given pursuant to this Contract shall be hand delivered, mailed postage prepaid, or via electronic mail at the addresses below:

FOR THE TOWN OF EATONVILLE
Town of Eatonville
ATTN: Raymond Harper, Mayor
210 Center Street West
PO Box 309
Eatonville, WA 98328
rharper@eatonville-wa.gov

FOR THE CONSULTANT
Electrical Consultants, Inc.
ATTN: Mr. Don Brantner
3521 Gabel Road
Billings, MT 59102
don.brantner@eciblgs.com

13. Amendments. This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by both parties hereto. Any changes in the scope of work, compensation, time for performance, or other term of this Agreement shall be mutually agreed upon between Town and the Consultant and shall be incorporated in written revisions to this Agreement and signed by both parties before taking effect. Consultant acknowledges that pursuant to RCW 35.27.160, only the Town's mayor has the authority to sign this Agreement or any amendments thereto (including but not limited to any amendments to scope of services or payment) and that any other changes or amendments shall have no force or effect against the Town unless so signed by the mayor.

14. Contract/Order of Precedence. This Agreement incorporates all the contracts, covenants and understanding between the parties hereto and are merged into this written agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this contract. The Contract includes all of the documents listed below, each of which is incorporated herein by reference.

- a. Most recently issued Town/Consultant Change Order(s)
- b. Most recently issued Addendum/Addenda to Request for Proposal
- c. Town's Request for Proposal
- d. Professional Services Agreement/General Conditions
- e. Consultant's Response to the Request/Scope of Services

Where there is a conflict among or between any of these documents, the order of precedence shall be as listed above.

15. Assignment. This Contract may not be assigned in any manner or by any means by Consultant without the express prior written consent of the Town.

16. Ratification. Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and affirmed.

17. Governing Law/Venue. This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Washington for Pierce County.

18. Representations. The signatories to this Agreement certify that they have fully read and agree to the foregoing terms on behalf of the entity he/she represents. By signing this Agreement, each individual certifies that he/she is at least 18 years of age and has legal authority to enter into this Agreement on behalf of the entity he/she represents.

DATED this _____ day of April, 2012.

TOWN OF EATONVILLE, a municipal corporation

By: _____
Raymond Harper, Mayor

Attest:

By: _____
Chrystal McGlone, Clerk

DATED this _____ day of April, 2012.

ELECTRICAL CONSULTANTS, INC.

By: _____

Title: _____

Approved as to form:

Town Attorney