

**SERVICES AGREEMENT  
CITY OF SUMAS**

The CITY OF SUMAS, a municipal corporation of the State of Washington (hereinafter the "City"), with offices located at City Hall, 433 Cherry Street, Sumas, Washington 98295, and **Braaksma Engineering, Inc.** (hereinafter the "Contractor"), with offices located at 711 Racine Street, Bellingham, WA 98229, in consideration of the mutual covenants herein, do hereby agree as follows:

**I. PURPOSE:** The purpose of this Agreement is for the provision of professional engineering services to design an alternate overhead distribution feeder for the Bob Mitchell Avenue Feeder Project to enhance the reliability and capacity of the City's electrical power distribution system.

**II. TERM OF AGREEMENT/TIME OF PERFORMANCE:** The time for performance of work by Contractor shall begin upon the City's execution of this Agreement and shall be completed by the Contractor within six (6) months. If the scope of the work set forth herein is not completed by Contractor within six (6) months of the City's execution of this Agreement, Contractor shall be deemed to have failed to substantially perform a material part of its obligations under this Agreement and the City shall have the rights set forth under sub-section **IX. A.** below related to default, unless such failure is due to any force majeure event or other factor beyond the reasonable control of the Contractor.

**III. LIAISON:** The City's officer responsible for this Agreement is Sunny Aulakh, its Project Manager, or such other person designated by the Mayor for the City. The Contractor's responsible person is Gary Braaksma, P.E.

**IV. SCOPE OF WORK:** The Contractor shall provide professional engineering and related services, including pre-engineering, engineering and construction support, to perform and complete the Bob Mitchell Avenue Feeder Project to the City electrical power distribution system as described herein, including in sub-section **I** above, and as further described in the request for proposals attached hereto as **Exhibit "A"**, and in the Contractor's proposal attached hereto as **Exhibit "B"**, including the performance of all tasks/work specified therein.

**V. PAYMENT:**

A. Contractor shall be compensated for services performed on a time and expense basis at the hourly rates set forth in **Exhibit "B"**, to the extent that compensation does not exceed the amount set forth in sub-section B.

B. The total compensation paid to Contractor for performance of the services called for in this Agreement, and set forth in section IV above, **shall not exceed \$35,000.00.**

C. The City agrees to pay the Contractor monthly based on invoices submitted no more frequently than once per month. The City will pay the Contractor within 30 days

of receipt of invoice for all non-disputed work satisfactorily completed related to the invoice.

D. Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices shall be submitted to the Project Manager for approval prior to payment. No final payment shall be made until approved by the Project Manager.

**VI. EXTRA WORK AND CHANGE ORDERS:** Work in addition to, or different from, that provided for in the Scope of Work section, shall only be allowed by **prior authorization in writing**, as a modification to this Agreement. Such modifications shall be attached hereto and made a part hereof, and shall be approved in the same manner as this Agreement.

**VII. LIABILITY AND INSURANCE:** The Contractor agrees to defend the City, hold it harmless, and indemnify it as to all claims, suits, costs, fees and liability to the extent arising out of the negligent or intentional acts or work of the Contractor, its employees, subcontractors, or agents (including field work) pursuant to this Agreement, where such liability is incurred as a result of the negligent or intentional actions or omissions of such parties. Contractor will obtain and maintain in force at least the following minimum insurance coverages covering all activity under this Agreement, and as to which the City shall be named as additional insured:

A.	Workers Compensation	Statutory Amount
B.	Broad Form Comprehensive General Liability (per occurrence)	\$1,000,000
C.	Automobile Liability	\$ 500,000
D.	Professional Liability	\$1,000,000

Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this contract shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts.

An insurance certificate showing the coverage required under this paragraph VII will be submitted to the City for approval upon commencement of the work and at least annually for a period of two (2) years following completion of services under this Agreement.

**VIII. COMPLIANCE WITH LOCAL LAWS:** The Contractor shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the State and local governments.

**IX. TERMINATION:**

A. Should either party hereto believe that the other has failed to substantially perform all or a material part of its obligations under the Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party ten (10) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non defaulting party, this Agreement may be

terminated upon written notice (delivered by certified mail). In the event of termination under this subparagraph, the Contractor shall be paid an amount, in the discretion of the Project Manager, which takes into account actual costs incurred by the Contractor in performing the project work to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, the cost to the City of completing the work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, along with any other factors which affect the value to the City of the project work which has been performed to the date of termination. In no event shall the Contractor receive an amount based on anticipated profit on unperformed services or other work.

B. The City shall have the right to terminate this Agreement at any time upon ten days written notice to the Contractor.

C. On the giving of notice of termination, Contractor shall immediately begin winding down its services in anticipation of the termination, and shall be prepared to deliver to the City all documents and other uncompleted work on the date of termination.

D. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to City budgetary constraints, and prior to its normal completion, the City may summarily terminate the Agreement as to the funds withdrawn, reduced or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the City deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City, the City may summarily terminate this Agreement in whole notwithstanding any other termination provision of this Agreement. Termination under this Section shall be effective upon receipt of written notice thereof.

E. Termination of this Agreement shall not prevent the City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

**X. ASSIGNMENT:** Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.

**XI. VENUE STIPULATION:** This Agreement has been and shall be considered as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Whatcom County Superior Court, Bellingham, Washington.

**XII. STATUS OF CONTRACTOR:** Neither Contractor nor personnel employed by the Contractor shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of the City for any purpose other than as specified herein. Contractor shall be deemed an independent contractor and shall be responsible in full for

payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs. Further, Contractor represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, is eligible for and does file with the Internal Revenue Service a schedule of business expenses, has established or will timely establish an account with the State Department of Revenue and has received a unified business identifier number, and maintains a separate set of books and records for such business.

**XIII. CONTRACTOR'S STUDIES, REPORTS AND WORK PRODUCT:** All documents, maps and other materials of whatever kind prepared by the Contractor pursuant to this Agreement shall be deemed property of the City upon completion or termination of the Agreement. The Contractor may keep file copies of its work product but shall retain no other rights of ownership therein. Reuse beyond that contemplated by this Agreement or alteration of any materials without the Contractor's written participation will be at the City's sole risk.

**XIV. MISCELLANEOUS PROVISIONS:**

A. Each party acknowledges that such party has read this Agreement and understands its contents, that such party has had the opportunity to have this Agreement reviewed by an attorney of such party's choice, and that such party either has consulted with an attorney or voluntarily has chosen not to consult with an attorney before signing this Agreement.

B. No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.

C. No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy for a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by notice, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

D. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

E. The entire agreement between the parties hereto is contained in this Agreement and the exhibits hereto; and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. To the extent any of the terms or conditions set forth in any exhibit or attachment hereto, including attached Exhibit(s) "A", are inconsistent with any provision of this Agreement, the provisions of this Agreement will control.

F. Standard of Care: The Contractor will perform its services using at least the degree of care and skill ordinarily exercised by similar professionals performing similar services under similar circumstances.

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_ 2024, for the **CONTRACTOR:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_ 2024, for the **CITY OF SUMAS:**

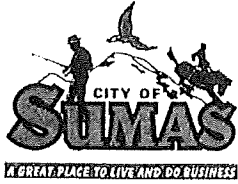
\_\_\_\_\_  
Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney



# CITY OF SUMAS

433 Cherry Street/PO Box 9, Sumas, WA 98295

P: (360) 988-5711 F: (360) 988-8855

## **Project Title: Design of Alternate Overhead Distribution Feeder Project**

**Introduction:** The City of Sumas is seeking cost proposals from qualified electrical engineering firms to design an alternate overhead distribution feeder project. This project aims to enhance the reliability and capacity of the city's electrical distribution system.

**Project Scope:** The selected engineering firm will be responsible for providing comprehensive design services, including but not limited to:

- **Pole Size Options:** Provide recommendations and design specifications for various pole sizes suitable for the project.
- **Overhead Layout with Partial Underground:** Design the overhead distribution system with sections of the work placed underground as required.
- **Street Lighting:** Design and integrate street lighting solutions along the feeder route.
- **Circuit Protection Coordination:** Develop and implement a circuit protection plan to ensure system reliability and safety.
- **Cost Estimate:** Prepare a detailed cost estimate for the entire project.
- **Bid Set for Construction Documents:** Prepare a complete bid set of construction documents for use in the bidding process.

**Submission Requirements:** Proposals should include the following information:

1. **Firm Background:** Provide a brief overview of your firm, including relevant experience and qualifications in electrical engineering and distribution feeder projects.
2. **Project Team:** Identify key team members who will be involved in this project, along with their qualifications and relevant experience.
3. **Technical Approach:** Describe your approach to the design process, including methodologies for determining pole size, layout strategies, street lighting integration, and circuit protection coordination.

EXHIBIT   A



BRAAKSMA ENGINEERING  
*electrical engineering*

May 17, 2024

City of Sumas  
433 Cherry Street  
P.O. Box 9  
Sumas, WA 98295

Attention: Sunny Aulakh

Hello Sunny,

Thank you for the opportunity to propose engineering services for the Bob Mitchell Avenue Feeder project, an alternate with overhead distribution.

Considerations have been made to feed the industrial park with an overhead distribution/feeder. It is assumed that 50' poles with 9' single arms would be typical construction for this route.

The design might include equipment that would change the engineering work-scope, if it is determined that recloser(s)- to sectionalize the line, or regulators – if voltage control are required. Adding these features will require a greater scope than what is estimated in this letter.

ENGINEERING WORK PROPOSED

- 1) Pre-Engineering to include:
  - a. Pole Frame options and template.
  - b. Full overhead or partial overhead, underground.
  - c. Street light recommendation.
  - d. Tree Wire for close phase spacing.
  - e. Preliminary discussion for circuit protection coordination.
  - f. Summary report.
  - g. Preliminary sketch.
  - h. Revised cost estimate.
  - i. Review with City of Sumas and revise.
- 2) Engineering to include:
  - a. Plan Drawings (3 estimated).
  - b. Detail Drawings (3 estimated).
  - c. Electrical specification.
  - d. Down guy distances.
  - e. Angle pole geometry and framing requirements.



ENGINEERING WORK PROPOSED (continued)

- 3) Construction Support:
- a. Assemble bid documents.
  - b. Bidder correspondence.
  - c. Review bid package.
  - d. Contractor correspondence.
  - e. Field verify and support.
  - f. Meetings and follow up.
  - g. Contractor payment processing.
  - h. Contract closeout.

*The total estimated cost is 300 man-hours, billable at a not to exceed fee of \$35,000.*

Assumptions and clarifications for this work are included on page 2 and 3 of this letter. Please call me if you have questions or concerns at 360-734-7416.

Sincerely,

Gary Braaksma, P.E.





**Assumptions for this work include:**

- 1) This estimate is quoted on time and expense basis to not exceed the quoted totals. Hourly rates are \$130 for engineer, \$105 for specialist/coordinator, \$75 for Cad Designer.
- 2) Drawing Background will be based on information available. Circuit components will be located on the drawings based on adjoining landmarks. Underground conductors will be drawn from vault to vault to show circuiting and approximate locations. This proposal does not include a survey of right of way, equipment or lines.
- 3) The estimate does not include field time to verify arrangements or equipment. Electronic base background drawings for new development are assumed available from others if the design is to accommodate a new roadway.
- 4) Work includes design from W Front Street along Bob Mitchell Ave to a location just north of the railroad tracks.
- 5) Design will include 600A feeder capacity.
- 6) Work proposed does not include a load study.
- 7) Work will be completed by senior personnel and the work will be stamped and signed by a Licensed Professional Engineer.
- 8) This proposal will be accepted within one month and work will be completed within four months total of acceptance and all required information received.
- 9) Delays, changes and work stoppage may add to our fees.
- 10) Payment is due monthly when billed. Work will be billed monthly as it is completed. 1% interest fee per 30 days overdue accounts.