

RESOLUTION

To Authorize the Mayor to Enter into an Engineering Service Contract with Stewart Engineering for Consultation/Design Services for an Electrical Substation in an Amount not to Exceed \$520,000.00

WHEREAS, the City of Alexander City (Owner) owns and operates an electric distribution system (“System”); and

WHEREAS, Stewart Engineering (Engineer) represents that they have sufficient experienced personnel and equipment to perform, and the Owner desires the Engineer to perform the engineering services herein described in respect of the System.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Alexander City authorize the mayor to enter into an Engineering Service Contract, shown in Attachment “A”, with Stewart Engineering for consultation/design Services for an electrical substation in an amount not to exceed \$520,000.00

ADOPTED THIS 11TH DAY OF SEPTEMBER, 2023.

FOR PUBLIC RELEASE

By: Audrey “Buffy” Colvin, President
Alexander City Council

AUTHENTICATED THIS 11TH DAY OF SEPTEMBER, 2023.

FOR PUBLIC RELEASE

By: Stephanie J. Southerland,
City Clerk

APPROVED:

FOR PUBLIC RELEASE

By: Curtis “Woody” Baird,
Mayor

Yeas: Tapley, E. Brown, Colvin, Hardy, C. Brown, Tapley

Nays: None

ENGINEERING SERVICE CONTRACT

FOR CONSULTATION / DESIGN SERVICES

AGREEMENT made as of _____, 2023, between the CITY OF ALEXANDER CITY, ALABAMA (hereinafter called the "Owner") and STEWART ENGINEERING, INC. (Hereinafter called the "Engineer").

WHEREAS, the Owner owns and operates an electric distribution system (hereinafter called the "System"); and

WHEREAS, the Engineer represents that he has sufficient experienced personnel and equipment to perform, and the Owner desires the Engineer to perform the engineering services herein described in respect of the System.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained the Owner and the Engineer agree as follows:

ARTICLE I

GENERAL

The Engineer shall render diligently and completely the Engineering services herein described, and as itemized on attached EXHIBIT A.

ARTICLE II

WITNESSETH, that whereas, the Owner intends to install a new Dadeville Road Substation with a base capacity of 30 MVA, 115 KV / 12.47 KV, hereinafter called the Work, for which Six Million Seven Hundred Thousand Dollars (\$6,700,000) has been budgeted as the tentative Cost of the Work covered by this Agreement (excluding Engineering Costs).

NOW, THEREFORE, the Owner and the Engineer, for the considerations hereinafter named, agree as follows:

ARTICLE III

BASIC SERVICES

The Engineer agrees to perform, for the above-mentioned Work, the basic professional services, A, and B, and C, and D, and E, as hereinafter defined:

- A. Consultation, preliminary research, analysis, preparation and furnishing of schematic drawings.
- B. Preparation and furnishing of preliminary plans, outline specifications and estimates of cost.
- C. Preparation and furnishing of working drawings and specifications necessary for Contract purposes including sufficient proposal, contract, and bond forms for prosecuting the Work; also, the procuring and analysis of bids when requested by the Owner.
- D. Preparation of contract documents, preparation of details and explanatory drawings, providing instructions necessary for the proper execution of the Work, and checking and approval of manufacturer's data and shop drawings.
- E. General administration of the construction contract, issuing of certificates of payment and preparation of construction records.

The Engineer shall furnish the Owner an estimate of the Cost of the Work based upon the approved preliminary drawings and outline specifications. The required approval of this estimate and preliminary drawings and outline specifications by the Owner and all public agencies involved will constitute authority for the Engineer to proceed with the completion of final plans and specifications.

If, after the approval of the preliminary drawings and prior to the completion of the final plans and specifications, unforeseen conditions should arise which would substantially affect the Cost of Work, or should the Owner require substantial changes from the approved preliminary drawings and specifications, the Engineer may submit in writing to the Owner an accordingly revised estimate which, upon approval, shall supersede the approved preliminary estimate and shall become the agreed budget amount.

ARTICLE IV

BASIC FEES

The Owner agrees to pay the Engineer for the basic services in this Agreement the following percentages of the Engineering Fee:

- For A. Ten per cent of the Engineering Fee.
- For B. Fifteen per cent of the Engineering Fee.
- For C. Fifty per cent of the Engineering Fee.
- For D. Five per cent of the Engineering Fee.
- For E. Twenty per cent of the Engineering Fee.

The Engineer's Fee for this project shall be \$520,000.

ARTICLE V

PAYMENTS

From time to time during the execution of his work and in proportion to the amount of service rendered by the Engineer on account of Services A, B, C, D or E in this Agreement, payments shall be made until the aggregate of all payments made are equal to the total amount as calculated using the respective percentage shown above.

Payments on account of Services A, B and C shall be due and payable upon completion of those phases and approval of same by Owner. Payments on account of Services D and E shall be due and payable as the work progresses and shall be based upon an amount not to exceed the amount of work completed as approved on the periodic estimates of the Contractor or Contractors.

Upon satisfactory completion of construction work and its final acceptance by the Owner, the Engineer shall be paid any unpaid balance of fee due hereunder. Prior to such final payment under this contract or prior to settlement upon termination of the contract, and as a condition precedent thereto the Engineer shall deliver to the Owner all required guarantees, record drawings or any other conditions named or implied in the Agreement.

Payments upon (1) the termination of the Agreement (2) final payments upon the completion of services prior to the determination of the final Cost of the Work, and (3) partial payments shall be computed from the agreed budget or the agreed estimate of the Cost of the Work which ever is the lesser.

If the Owner abandons, delays, or postpones the project the Engineer shall deliver to the Owner copies of all documents either completed or in progress so that a determination of the status of the Service(s) involved may be determined to be used on a percentage of completion basis for payments to the Engineer.

Other final payments shall be adjusted and computed from the final Cost of the Work as hereinafter defined and/or modified.

Any payments due for services under the provisions of Article VII of this Agreement will be paid from time to time as the services are performed or the necessary expenses are incurred and such payments shall be considered separate and distinct from payments made under the provisions of Articles III and IV.

ARTICLE VI

DEFINITION OF THE COST OF THE WORK

For determination of the Engineer's basic fees, the Cost of the Work means the cost to the Owner, but such cost shall not include any Engineer's fees or reimbursements, or the cost of fixtures or equipment except built-in or attached equipment included in plans and specifications at the Owner's request, and shall not include construction costs, expenses or fees covered by Article No. VII.

No deduction shall be made from the fee for engineering services on account of liquidated damages or other sums withheld from payments to contractors.

ARTICLE VII

OTHER ENGINEERING SERVICES

During the term of this Agreement, the Engineer shall perform upon request of the Owner, other engineering consultation services. In each such case the services to be performed and the compensation to be paid shall be mutually agreed upon by the parties to this Agreement and reduced to writing before any work is started except in the case of an emergency. In case of an emergency, the details of engineering services to be performed and the compensation to be paid shall be mutually agreed upon and reduced to writing as soon as practical after the work is started.

ARTICLE VIII

BASIC DATA FURNISHED BY OWNER

The Owner shall furnish to the Engineer and the Engineer shall retain in his office during the term of this Agreement copies of engineering studies, maps and other pertinent data in respect to the System. The Engineer shall deliver to the Owner a written itemized receipt for such material and shall be responsible for its safe keeping and shall return it to the Owner, upon request, in as good condition as when received, normal wear and tear excepted.

ARTICLE IX

OWNER FURNISH LINEMEN

The Owner shall furnish the services of a qualified lineman or linemen whenever such services are required to obtain any information or perform any tests that will require working on a pole or structure that supports an energized conductor.

ARTICLE X

MISCELLANEOUS

Section 1. LICENSE. The Engineer shall comply with all applicable statutes pertaining to engineering.

- (a) The Engineer warrants that he possesses License No. 14817 issued to him by the State of Alabama on the 12th day of July, 1984.

Section 2. TERM. This Agreement shall become effective as of the date hereof and shall remain in effect for a period of three years thereafter, provided, however, that this Agreement may be terminated at any time during the term hereof by either party giving thirty (30) days notice in writing to the other of its intention to terminate.

Upon such termination the Owner shall pay the Engineer for such services as may have been performed prior to such termination.

Section 3. RETURN OF DATA. The Engineer shall, immediately upon expiration or termination of the Agreement, return to the Owner all of the engineering studies, maps and other data furnished to the Engineer by the Owner pursuant to this Agreement.

Section 4. INSURANCE. The Engineer shall take out and maintain workmen's compensation insurance covering all employees of the Engineer who shall perform

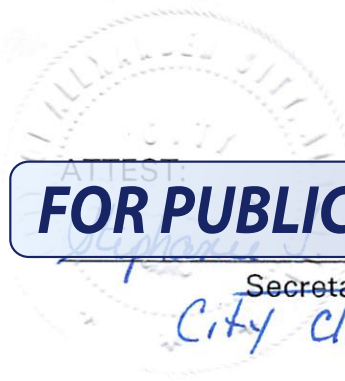
any of the obligations of the Engineer hereunder, whether or not such insurance is required by the laws of the State governing the employment of any such employee. If any employee is not subject to the workmen's compensation laws of such State, such insurance shall extend to such employee voluntary coverage to the same extent as though such employee were subject to such laws. The policy of insurance shall be in such form and issued by such insurer as shall be satisfactory to the Owner.

Section 5. QUALIFIED PERSONNEL. The obligations and duties to be performed by the Engineer under this Agreement shall be performed by persons qualified to perform such duties efficiently. The Engineer, if the Owner shall so direct, shall replace any engineer or other person employed by the Engineer in connection with the work.

Section 6. COPIES OF AGREEMENT. This Agreement may be simultaneously executed and delivered in two or more counterparts, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.

Section 7. ASSIGNMENT. The obligations of the Engineer under this Agreement shall not be assigned without the approval in writing of the Owner.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.



FOR PUBLIC RELEASE

Secretary
City clerk

CITY OF ALEXANDER CITY, ALABAMA

FOR PUBLIC RELEASE

BY *[Signature]*

Title Mayor

STEWART ENGINEERING, INC.

ATTEST:

FOR PUBLIC RELEASE

Secretary

FOR PUBLIC RELEASE

President

EXHIBIT A

LIGHT DEPARTMENT OF THE CITY OF ALEXANDER CITY NEW DADEVILLE ROAD SUBSTATION STEWART ENGINEERING, INC. ENGINEERING SERVICES OVERVIEW / OUTLINE

I. SUBSTATION CONSTRUCTION

A. OWNER FURNISHED EQUIPMENT

1. Prepare design SPECIFICATIONS / BID DOCUMENTS as follows:
 - a. Two (2) 15 MVA, 115 KV / 12 KV, Power Transformers.
 - b. Two (2) 115 Circuit Switchers
 - c. Four (4) 15 KV Circuit Breakers.
 - d. Twelve (12) Single-Phase Feeder Regulators.
 - e. Coordinate bid process for these Power Transformers, Circuit Switchers, Circuit Breakers, and Regulators.
 - f. Attend / administrate all bid openings for this Owner furnished equipment.
 - g. Provide Certified Bid Tabulation for this Owner furnished equipment. Also, provide specific purchase recommendation to the Light Department for Power Transformers, Circuit Switchers, Circuit Breakers, and Regulators.
 - h. Review / correct Manufacturer Submittal Drawings for Power Transformers, Circuit Switchers, Circuit Breakers, and Regulators prior to these items being manufactured.

B. SUBSTATION CONSTRUCTION, LABOR AND MATERIAL

1. Prepare Substation Construction DRAWINGS for Contractor Bid purposes and Contract purposes. Drawings shall include, but not be limited to:
 - a. Substation Site Plan (Fence, signage, phase designations, etc.)
 - b. Single Line Diagram (Equipment / switch sizes, switch numbers, etc.)
 - c. Elementary Diagram (Detail the protection scheme)
 - d. Substation Plan View (Plan view dimensions)
 - e. Substation Sections (Buss / conductor sizes, elevations, etc.)
 - f. Foundation and Ground Field Plan (Ground field details, fence grounding, etc.)
 - g. Conduit and Wiring Plan (Control conduit, conductor sizes / quantity, etc.)
 - h. Control Building Details
 - i. Relay Panel Details (Specific design and schematic of protection scheme)
 - j. Station Service Details
 - k. Oil Spill Containment Details

2. Prepare Substation Construction SPECIFICATIONS for Contractor Bid purposes and Contract purposes. Specifications shall include:
 - a. Legal Contract Documents
 - b. Bid Form Documents for Bid Submission and subsequent Pay Schedule
 - c. Technical Specifications – fully detailing the materials to be utilized in construction:
 - >Busses and structures
 - >Solid blade and gang switches
 - >Lightning arresters / lightning protection
 - >Relays, meters, and instrument transformers
 - >Foundations
 - >Site work, gravel
 - >Fence
 - >Station Grounding – Ground Field
 - >Control Building
 - >Batteries and charger
 - >Testing requirements (Testing Subcontractor – Major Equipment, relays, etc.)
 - >Oil spill containment materials
 - >Thorough closeout / as-built documentation requirements

C. SUBSTATION CONSTRUCTION CONTRACT ADMINISTRATION

1. Assist the Light Department in properly advertising the Bid Opening. Oversee the Contractor Bid process, and subsequent award of Contract. Provide full Contract Administration.
2. Prepare relay settings for new Circuit Breakers and Circuit Switchers, to ensure equipment is protected, and to ensure that coordination is maintained with upstream and downstream equipment.
3. Coordinate with the City's Civil Engineering Firm to ensure proper Substation site / lot preparation. The services performed by this Civil Engineering Firm are outside the scope of this Contract. The lot preparation costs, by a dirt Contractor, are also outside the scope of this Contract.
4. Review / correct Submittal Drawings associated with construction to ensure compliance with Drawings and Specifications:
 - >Steel Details
 - >Switches
 - >Control Building and contents
 - >Relays and meters
 - >Control wiring schematics and connections

5. Review / correct and approve all pay requests, ensuring that Invoices are accurate and that the work shown on the Invoices has been completed.
6. Oversee actual construction process to ensure compliance with Drawings and Specifications. Perform periodic inspections, including final inspection to ensure quality, accuracy, and documentation of final product.
7. Ensure that proper Closeout Documents are provided by Contractor, and that appropriate project advertising closeout procedures have been performed in compliance with State Bid Laws.

II. DISTRIBUTION FEEDER CONSTRUCTION

A. DISTRIBUTION LINE CONSTRUCTION

1. Prepare Construction Drawings for Contractor Bid purposes and Contract purposes. Drawings shall include, but not be limited to:
 - a. Plan view and details associated with integrating the New Dadeville Road Distribution Substation 12 KV Feeders into the Alexander City Electrical Distribution System.
2. Prepare Construction Technical Specifications for Contract Bid purposes and Contract purposes. Specifications shall include, but not be limited to:
 - a. Distribution pole framing requirements.
 - b. Distribution pole installation guidelines.
 - c. Anchor / guy installation guidelines.
 - d. Conductor installation guidelines.
 - e. Specific material item requirement for all Contractor provided materials (manufacturer, model number, size, etc.).
3. Right-of-Way Procurement for new Distribution Line Construction shall be performed by Alexander City. These services are not included in this Contract.

B. DISTRIBUTION LINE CONSTRUCTION CONTRACT ADMINISTRATION

1. Assist Alexander City in properly advertising the Bid Opening. Oversee the Contractor Bid process, and subsequent award of Contract. Provide full Contract Administration.
2. Review / correct Submittal Drawings associated with all Contractor provided materials to ensure compliance with Drawings and Specifications.
3. Review / correct and approve all pay requests, ensuring that Invoices are accurate and that the work shown on the Invoices has been completed.
4. Oversee actual construction process to ensure compliance with Drawings and Specifications. Perform periodic inspections, including final inspections to ensure quality, accuracy, and documentation of final product.
5. Ensure that proper Closeout Documents are provided by Contractor, and that appropriate project advertising closeout procedures have been performed in compliance with State Bid Laws.

III. DISTRIBUTION SYSTEM STUDY

- A. Perform thorough field examination of the full Electrical Distribution System.
- B. Create updated System Maps, single line form, with and without transformers.
- C. Perform software analysis of existing Distribution Line loading and capacities, using MilSoft.
- D. Voltage drops and load flows for the current year, along with five year projections, shall be shown at strategic locations on your updated System Map.
- E. Make recommendations for changes as required to allow the Light Department to provide reliable Electrical Service to all Consumers for the next five years, based on current growth trends. Such recommendations could include Substation upgrades or improvements, Distribution Line installation or upgrades, Regulator installations, and/or load shifts.
- F. Provide construction cost estimates associated with each of the recommended construction projects.
- G. Create 8½" by 11" map books for your trucks, including copies with each sheet laminated for storm duty truck(s).