

Should this item be pulled from the Consent Agenda the following motion is suggested:

POSSIBLE MOTION

I MOVE TO approve award of contracts to the following for Electric Department consulting/technical services:

- 1) Northstar Power Engineering, the amount not to exceed \$300,000 for FY16
- 2) Electric Power Systems, Inc., the amount not to exceed \$700,000 for FY16
- 3) Design Southeast, the amount not to exceed \$200,000 for FY16



City & Borough of Sitka
Electric Department

105 Jarvis Street, Sitka AK. 99835
Telephone: 907-747-4000 Fax: 907-747-3208



Memorandum

July 31, 2015

To: Mark Gorman, Municipal Administrator
From: Jeff Wheeler, Acting Utility Director - Electric Department
Subject: Consulting/Technical Services Contracts

Request:

In accordance with SGC 3.16.060(D), the City and Borough of Sitka Electric Department requests Assembly approval to procure consulting and technical services through separate contracts with Northstar Power Engineering, Electric Power systems(EPS), and Design Southeast.

Purpose:

The Electric Department requires consulting and technical services to assist in efficiently continuing the implementation of these projects going forward. Our electric ratepayers have benefitted significantly by this department's selective utilization of the services that these companies deliver. They have been involved with our system upgrades related to interconnection and commissioning of key electric system components for many years now. They are predominantly familiar with our generation and power delivery infrastructure and have provided consulting for system control and other professionally designed systems for our department while helping us to achieve impressive accomplishments.

Funding:

Fiscal Year 2016 has over \$12,000,000.00 in funding available in Electric Department capital improvements projects. These contracts are equal to 10% of the total FY 2016 capital projects budgeted and this is a typically a standard formula in estimating costs related to these divisions of professional services. Tasks completed by these consultants will be charged to the applicable capitol project account. With diligent application of these services we will undoubtedly be under these requested "not to exceed" amounts at the end of the fiscal year.

Recommendation:

Recommend the Assembly approve consulting/technical services contracts in the not to exceed amounts documented in each contract to acquire the services of these professionals.

cc: Jay Sweeney, CFAO
Sara Peterson, Municipal Clerk

CONSULTANT CONTRACT

Northstar Power Engineering and The City and Borough of Sitka, Alaska

This professional services agreement is entered into between the City and Borough of Sitka, 100 Lincoln Street, Sitka, Alaska 99835 herein referred to as C&B of Sitka and Mike Carson of Northstar Power Engineering, herein referred to as Consultant.

Whereas C&B of Sitka has need of professional services in the operation and maintenance of its electric utility system; and,

Whereas, Consultant is capable of performing those services;

C&B of Sitka and Consultant hereby agree as follows:

1. **The Work.** The Consultant shall provide C&B of Sitka with services that may be requested from time to time by C&B of Sitka's Utility Director or his designee to assist the Sitka Electric Department staff in the operation and maintenance of the C&B of Sitka's electric utility system. This work will typically involve engineering analysis and developing recommendations as requested for specific utility system operating and maintenance functions such as the Transmission and Distribution system operations and maintenance.

C&B of Sitka shall provide a scope of work for specific tasks to the Consultant and the Consultant shall then provide a detailed estimate of the costs to perform those tasks. C&B of Sitka shall then issue purchase orders for specific tasks as appropriate. No work shall commence without a purchase order detailing the scope of work, a figure that the cost shall not exceed, and time frame for the work as appropriate.

2. **Payment.** Consultant shall be paid as follows for his:

Engineering Services	\$110.00 per hour
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Expenses shall include transportation, subsistence, phone calls, printing and copying costs and other miscellaneous costs to complete the work. Expenses shall be documented before any payment is made for expenses.

Consultant shall be paid monthly upon presentation of proper invoices.

Consultant's invoice will identify invoiced cost by project and assigned purchase order number. This contract will not exceed \$300,000.00 per fiscal year.

3. **Documents.** All plans, drawings, calculations, correspondence, supporting data and specifications, originals and tracings, and all electronic files produced under this contract shall become the property of C&B of Sitka. Said documents shall be transmitted to the C&B of Sitka's Utility Director or his designee prior to the time of final payment for any specific task under this contract.
4. **General Conditions.** Consultant shall not subcontract or assign any of the work without C&B of Sitka's approval. C&B of Sitka will supply Consultant with copies of available plans, specifications, and data in its possession needed for the work.

CONSULTANT CONTRACT

Northstar Power Engineering and The City and Borough of Sitka, Alaska

5. **Insurance.** Consultant shall provide general liability insurance in the amount of \$1,000,000.00 and workman's compensation insurance. C&B of Sitka shall be named as additional insured on such insurance policies and Consultant shall provide to C&B of Sitka evidence of such policies no later than thirty days after both parties execute this agreement.
6. **Liability.** The Consultant shall provide professional liability insurance for errors and omissions in the amount of \$500,000.00
7. **Consultant's Accounting Records.** Records of Consultant's services and reimbursable expenses pertaining to the work shall be kept on a recognized accounting basis acceptable to C&B of Sitka and shall be available to C&B of Sitka or its authorized representative at mutually convenient times.
8. **Governing Law, Forum, and Venue.** Unless otherwise specified, this agreement shall be governed by the laws of the State of Alaska. Forum and venue for any interpretation, construction, or dispute over this agreement shall lie exclusively in the Courts of State of Alaska sitting in Sitka, Alaska.
9. **Termination.** Either party giving thirty days written notice and specifying an effective date may terminate this agreement.
10. **Completion.** The completion date for this work will be June 30 2016. This contract may be extended for a period of two years after the date of expiration with the mutual consent of both parties.

In witness whereof, the parties have executed this agreement in duplicate on the date shown below.

City & Borough of Sitka _____

Mark Gorman, City Administrator

Date: _____,

Date: _____,

IRS Tax I.D. No. _____

CONSULTANT CONTRACT

Electric Power Systems, Inc.(EPS) also doing business as Electric Power Constructors, Inc.,(EPC) and The City and Borough of Sitka, Alaska

This professional services agreement is entered into between the City and Borough of Sitka, 100 Lincoln Street, Sitka, Alaska 99835 herein referred to as C&B of Sitka and David Burlingame of Electric Power Systems, Inc., also doing business as Electric Power Constructors Inc., herein referred to as Consultant.

Whereas C&B of Sitka has need of professional services in the operation and maintenance of its electric utility system; and,

Whereas, Consultant is capable of performing those services;
C&B of Sitka and Consultant hereby agree as follows:

- The Work.** The Consultant shall provide C&B of Sitka with services that may be requested from time to time by C&B of Sitka's Utility Director or his designee to assist the Sitka Electric Department staff in the operation and maintenance of the C&B of Sitka's electric utility system. This work will typically involve engineering analysis and developing recommendations as requested for specific utility system operating and maintenance functions such as the Transmission and Distribution system operations as well as maintenance and engineering analysis and recommendations associated with the hydroelectric and diesel generating plant electrical systems.

C&B of Sitka shall provide a scope of work for specific tasks to the Consultant and the Consultant shall then provide a detailed estimate of the costs to perform those tasks. C&B of Sitka shall then issue purchase orders for specific tasks as appropriate. No work shall commence without a purchase order detailing the scope of work, a figure that the cost shall not exceed, and time frame for the work as appropriate.
- Payment.** Consultant shall be paid as follows for his services:
See Attached rate sheets (2) EPS and EPC
Expenses shall include transportation, subsistence, phone calls, printing and copying costs and other miscellaneous costs to complete the work. Expenses shall be documented before any payment is made for expenses.
Consultant shall be paid monthly upon presentation of proper invoices.
Consultant's invoice will identify invoiced cost by project and assigned purchase order number. This contract will not exceed \$700,000.00 per fiscal year.
- Documents.** All plans, drawings, calculations, correspondence, supporting data and specifications, originals and tracings, and all electronic files produced under this contract shall become the property of C&B of Sitka. Said documents shall be transmitted to the C&B of Sitka's Utility Director or his designee prior to the time of final payment for any specific task under this contract.
- General Conditions.** Consultant shall not subcontract or assign any of the work without C&B of Sitka's approval. C&B of Sitka will supply Consultant with copies of available plans, specifications, and data in its possession needed for the work.

CONSULTANT CONTRACT

Electric Power Systems, Inc.(EPS) also doing business as Electric Power Constructors, Inc.,(EPC) and The City and Borough of Sitka, Alaska

5. **Insurance.** Consultant shall provide general liability insurance in the amount of \$2,000,000.00 and workman's compensation insurance. C&B of Sitka shall be named as additional insured on such insurance policies and Consultant shall provide to C&B of Sitka evidence of such policies no later than thirty days after both parties execute this agreement.
6. **Liability.** The Consultant shall provide professional liability insurance for errors and omissions in the amount of \$2,000,000.00.
7. **Consultant's Accounting Records.** Records of Consultant's services and reimbursable expenses pertaining to the work shall be kept on a recognized accounting basis acceptable to C&B of Sitka and shall be available to C&B of Sitka or its authorized representative at mutually convenient times.
8. **Governing Law, Forum, and Venue.** Unless otherwise specified, this agreement shall be governed by the laws of the State of Alaska. Forum and venue for any interpretation, construction, or dispute over this agreement shall lie exclusively in the Courts of State of Alaska sitting in Sitka, Alaska.
9. **Termination.** Either party giving thirty days written notice and specifying an effective date may terminate this agreement.
10. **Completion.** The completion date for this work will be June 30 2016. This contract may be extended for two years after expiration with mutual consent of both parties.

In witness whereof, the parties have executed this agreement in duplicate on the date shown below.

City & Borough of Sitka

Mark Gorman, City Administrator

Date: _____, Date: _____, IRS Tax I.D. No. _____



Electric Power Systems, Inc. Fee Schedule

Valid through 12/31/15

Testimony, deposition/expert witness	\$406.00
Engineer XII	\$216.00
Engineer XI	\$200.00
Engineer X	\$185.00
Engineer IX	\$170.00
Engineer VIII	\$163.00
Engineer VII	\$156.00
Engineer VI	\$150.00
Engineer V	\$144.00
Engineer IV	\$136.00
Engineer III	\$121.00
Engineer II	\$108.00
Engineer I	\$100.00
Project Manager VI	\$200.00
Project Manager V	\$185.00
Project Manager IV	\$170.00
Project Manager III	\$163.00
Project Manager II	\$156.00
Project Manager I	\$150.00
Engineer Tech VI	\$163.00
Engineer Tech V	\$150.00
Engineer Tech IV	\$130.00
Engineer Tech III	\$112.00
Engineer Tech II	\$99.00
Engineer Tech I	\$84.00
ROW Manager	\$166.00
ROW Senior Agent	\$143.00
ROW Agent	\$103.00
ROW Assistant	\$76.00
Professional Land Surveyor	\$155.00
Expeditor	\$84.00 ST / \$110.00 OT
Clerical	\$58.00
Office Manager	\$71.00

1. The above listed rates are per hour.
2. The fee schedule is subject to review on January 1, 2016, and on January 1 of each year thereafter.
3. Expenses incurred, as necessary part of engineering services under this contract will be billed at cost plus 10%.
Incidental expenses, such as computer usage, local phone service, and copying are included in the above rates.
If Per Diem is utilized (vs. expenses and markup), it will be at the Federal Rates.
4. Services and materials purchased by Electric Power Systems, Inc. at the request of the owner will be billed at cost plus 10%.
5. Services and materials provided by other Engineered Solutions Group, Inc. companies will not be subject to intra-company markup, and are subject to the above fee schedule.
6. Interest at the rate of 1.5% per month (less, if restricted by law) may be charged for invoices greater than 60 days past due.

Electric Power Systems, Inc.

A division of Engineered Solutions Group, Inc.

3305 Arctic Blvd., Suite 201, Anchorage, AK 99503

Phone (907) 522-1953, Fax (907) 522-1182, www.esgrp.net



Electric Power Constructors, Inc.

Fee Schedule

Valid April 1, 2015 through March 31, 2016

<u>Classification</u>	<u>Straight Time</u>	<u>Overtime</u>	<u>Double-Time</u>
Project Manager VI	\$200.00	\$194.00	N/A
Project Manager V	\$185.00	\$180.00	N/A
Project Manager IV	\$170.00	\$165.00	N/A
Project Manager III	\$163.00	\$158.00	N/A
Project Manager II	\$156.00	\$151.00	N/A
Project Manager I	\$150.00	\$146.00	N/A
Lineman V	\$169.00	\$202.00	\$228.00
Lineman IV	\$164.00	\$196.00	\$220.00
Lineman III	\$152.00	\$181.00	\$204.00
Lineman II	\$144.00	\$170.00	\$192.00
Lineman I	\$136.00	\$162.00	\$183.00
Wireman V	\$110.36	\$148.51	\$186.65
Wireman IV	\$108.05	\$145.09	\$182.14
Wireman III	\$102.03	\$136.22	\$170.40
Wireman II	\$86.38	\$115.42	\$144.48
Wireman I	\$75.60	\$99.53	\$123.46
Sub Tech VI	\$156.22	\$203.92	\$251.62
Sub Tech V	\$151.80	\$197.72	\$243.65
Sub Tech IV	\$145.17	\$188.43	\$231.69
Sub Tech III	\$119.92	\$154.40	\$188.28
Sub Tech II	\$114.12	\$148.30	\$182.48
Sub Tech I	\$102.04	\$132.80	\$163.57
Expeditor	\$84.00	\$110.00	N/A
Clerical	\$58.00	N/A	N/A
Office Manager	\$71.00	N/A	N/A

1. The above listed rates are per hour.
2. The fee schedule is subject to review on April 1, 2016, and on April 1 of each year thereafter.
3. Expenses incurred, as necessary part of engineering services under this contract will be billed at cost plus 10%. Incidental expenses, such as computer usage, local phone service, and copying are included in the above rates. If Per Diem is utilized (vs. expenses and markup), it will be at the Federal Rates.
4. Services and materials purchased by Electric Power Constructors, Inc. at the request of the owner will be billed at cost plus 10%.
5. Services and materials provided by other Engineered Solutions Group, Inc. companies will not be subject to intra-company markup, and are subject to the above fee schedule.
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3305 Arctic Blvd., Suite 201, Anchorage, AK 99503

Phone (907) 522-1953, Fax (907) 522-1182, www.esgrp.net

CONSULTANT CONTRACT

Design Southeast and The City and Borough of Sitka, Alaska

This professional services agreement is entered into between the City and Borough of Sitka, 100 Lincoln Street, Sitka, Alaska 99835 herein referred to as C&B of Sitka and Ryan Wilson of Design Southeast, herein referred to as Consultant.

Whereas C&B of Sitka has need of professional services in the operation and maintenance of its electric utility system; and,

Whereas, Consultant is capable of performing those services;

C&B of Sitka and Consultant hereby agree as follows:

1. **The Work.** The Consultant shall provide C&B of Sitka with services that may be requested from time to time by C&B of Sitka's Utility Director or his designee to assist the Sitka Electric Department staff in the structural design of C&B of Sitka's electric utility system infrastructure. This work will typically involve engineering analysis and developing recommendations as requested for specific utility system structures such as substation and building structures, retaining walls, foundations, steel assemblies, and other related edifices. C&B of Sitka shall provide a scope of work for specific tasks to the Consultant and the Consultant shall then provide a detailed estimate of the costs to perform those tasks. C&B of Sitka shall then issue purchase orders for specific tasks as appropriate. No work shall commence without a purchase order detailing the scope of work, a figure that the cost shall not exceed, and time frame for the work as appropriate.

2. **Payment.** Consultant shall be paid as follows for his:

Engineering Services	\$ 145.00 per hour
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Expenses shall include transportation, subsistence, phone calls, printing and copying costs and other miscellaneous costs to complete the work. Expenses shall be documented before any payment is made for expenses.

Consultant shall be paid monthly upon presentation of proper invoices.

Consultant's invoice will identify invoiced cost by project and assigned purchase order number. The not to exceed amount of this contract will be \$200,000.00 per fiscal year.

3. **Documents.** All plans, drawings, calculations, correspondence, supporting data and specifications, originals and tracings, and all electronic files produced under this contract shall become the property of C&B of Sitka. Said documents shall be transmitted to the C&B of Sitka's Utility Director or his designee prior to the time of final payment for any specific task under this contract.
4. **General Conditions.** Consultant shall not subcontract or assign any of the work without C&B of Sitka's approval. C&B of Sitka will supply Consultant with copies of available plans, specifications, and data in its possession needed for the work.

CONSULTANT CONTRACT

Design Southeast and The City and Borough of Sitka, Alaska

5. **Insurance.** Consultant shall provide general liability insurance in the amount of \$1,000,000.00 and workman's compensation insurance. C&B of Sitka shall be named as additional insured on such insurance policies and Consultant shall provide to C&B of Sitka evidence of such policies no later than thirty days after both parties execute this agreement.
6. **Liability.** The Consultant shall provide professional liability insurance for errors and omissions in the amount of \$2,000,000.00
7. **Consultant's Accounting Records.** Records of Consultant's services and reimbursable expenses pertaining to the work shall be kept on a recognized accounting basis acceptable to C&B of Sitka and shall be available to C&B of Sitka or its authorized representative at mutually convenient times.
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9. **Termination.** Either party giving thirty days written notice and specifying an effective date may terminate this agreement.
10. **Completion.** The completion date for this work will be June 30 2016. This contract may be extended for a period of two years after the date of expiration with the mutual consent of both parties.

In witness whereof, the parties have executed this agreement in duplicate on the date shown below.

City & Borough of Sitka _____

Mark Gorman, City Administrator

Date: _____,

Date: _____,

IRS Tax I.D. No. _____