

RESOLUTION 2025-SS

A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON, ACCEPTING A PROPOSAL AND AGREEMENT WITH CANNON CONSTRUCTORS FOR A FEASIBILITY STUDY REPORT

WHEREAS, the Town of Eatonville (“Town”) has a need for a second source of electricity to the Town; and

WHEREAS, Ohop Mutual has a substation located in the Ohop Valley that the Town could potentially use as a second source feeder to Eatonville; and

WHEREAS, the Town needs a feasibility study report and write up for a utility grid update grant; and

WHEREAS, the feasibility study will determine whether the substation has capacity, as well as the cost of the project, both of which are needed for the grant application; and

WHEREAS, Cannon Constructors, LLC has the ability to perform the work for the Town of Eatonville, and the Town wishes to accept the Proposal and Agreement; now, therefore,

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:**

THAT: The Town Council approves, and the Mayor is authorized to execute on behalf of the Town, the Proposal and Agreement with Cannon Constructors, LLC attached hereto as Exhibit A.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 27th day of October 2025.

David Baublits, Mayor

ATTEST:

Miranda Doll, Town Clerk

RESOLUTION 2025-SS



PROPOSAL AND AGREEMENT

Cannon Constructors, LLC General & Electrical Contractor

Customer Town of Eatonville	Telephone 253-888-6084	Email jcoots@eatonville-wa.gov	Date 10.10.25
Address 402 Mashell Ave. South	Contact Name Jason Coots		
City, State & Zip Eatonville, WA 98328	Job Location/Project Name Mashel Sub-Station To Town Express Feeder		

By signing in the space set forth below, Cannon Constructors, LLC ("Cannon") proposes to perform for Customer the services set forth in the Scope of Work (the "Services"), subject to the "Exclusions" set forth below, at the "Price" set forth below (collectively, the "Proposal"). Once signed by Cannon, the Proposal shall remain in effect for thirty (30) days from the date it is executed, unless it is earlier rescinded by Cannon prior to the acceptance by the Customer. By signing in the space set forth below, Customer accepts the Proposal for the Services, as described in the Scope of Work, subject to the Exclusions, at the Price set forth herein. Thereafter, the Proposal shall become the "Agreement" and Cannon and Customer shall become "Parties" to the Agreement which shall include and be subject to the Terms and Conditions attached hereto. The Agreement shall have precedence over any other agreement that may follow unless both Parties agree otherwise in a signed writing. Notwithstanding the foregoing, in the event the Parties enter into a subsequent agreement, this Proposal shall be attached as an exhibit to such agreement and the terms contained in the Proposal shall continue to govern the Parties in regards to the subject matter of the Proposal.

Scope of Work. Cannon agrees to provide the following Services, the performance of which shall commence on 10.13.25, unless mutually agreed otherwise, and continue until completion which is anticipated to occur by 11.10.25.



Please note that Cannon/Wood Harbinger will provide some brief (Optional) rough order of magnitude (ROM) analysis for other options (i.e. 20 MVA sub-station).



1) PROJECT UNDERSTANDING

The Town of Eatonville has asked that I work with an engineering firm to provide a proposal for a feasibility study/brief write up for a grant. To install a distribution feeder tie underground from the Ohop Meshal substation.

Funding Source: Utility Grid 1/3 funding match. \$1.1M available funding budget from City of Eatonville, WA. Potential \$3.3M total construction budget.

Schedule: Nov 20, 2025, grant due.

A. SCOPE.

Wood Harbinger will provide electrical engineering for a:

- feasibility study report
- brief write up for a utility grid upgrade grant.

B. PROPOSAL BASIS.

This proposal is based on the following:

- Cannon Companies will help provide support for Conceptual Design Details, Cost Estimating, and Materials Selection.
- Conceptual Design to include: OHOP Meshal substation interface, OHOP transmission line, UG express feeder, feeder raceway, dedicated distribution feeder circuit, 2.86 miles feeder distance.
- If a service or deliverable is not included in this Proposal, it is expressly excluded from the scope of this Proposal. Services and deliverables beyond the scope of this Proposal will be negotiated and authorized in writing before services commence.

C. SCHEDULE.

This Proposal is based on the following schedule:

- Estimated Notice-to-Proceed Date: October 17, 2025
- Estimated Completion Date of Report: November 7, 2025

Any changes to Project scope or schedule from what are defined in this Proposal may be subject to additional services.

3) DESIGN DELIVERABLES.

A. STUDY:

- Attendance at up to two (2) meetings.
- Feasibility Report
 - Benefits Analysis – UG vs OH
 - Case Considerations
 - Concept Design
 - Opinion of Probable Cost.
- Utility Grid Upgrade Grant Write-up

4) DELIVERABLE FORMAT.

Wood Harbinger will provide deliverables in digital PDF format for printing by Client.



Price. The prices set forth in this Proposal excludes sales taxes.

Bid Item Code	Description	Quantity	Unit	Unit Price	Ext. Price
1.001	Feasibility Study	1	LS	\$ 35,000.00	\$ 35,000.00
Grand Total:					\$ 35,000.00

Exclusions. This Proposal excludes all items not specifically set forth in the Scope of Work, including but not limited to the following items:

- All deliverables will be preliminary.
- No permitting is included or implied.

Accepted and Agreed on the Date set forth below:

Cannon Constructors, LLC

Customer: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Connecting the Future Since 1985

TERMS AND CONDITIONS

Changes. Any changes to the Scope of Work (including the Project Schedule), Exclusions or Prices shall be undertaken only upon written agreement signed by both Parties. Notwithstanding the foregoing, in the event the Parties enter into such subsequent written agreement to govern the Services, the Exclusions shall apply to that agreement unless they are specifically identified as not applying. Cannon shall notify Customer when any of Customer's requests are outside the Scope of Work or when any actions by Customer is delaying the performance of the Services, and thereafter, the Parties shall cooperate to assure that the Prices and Project Schedule are equitably adjusted for any changes to the Scope of Work or delays that Cannon has encountered.

Termination. In the event that the Project is terminated prior to its commencement, a re-stocking fee of twenty percent (20%) of the Price shall be charged to the Customer. After the Services have commenced, there shall be no termination for convenience. Both Parties may terminate the Agreement for cause, and in such case, the terminating Party shall endeavor to provide the breaching Party five (5) calendar days to correct the breach or failure before finalizing the termination. If Cannon is the breaching party and it fails to remedy the breach, it will be paid only for the Services properly performed prior to the termination. If Customer is the breaching Party, Customer shall pay Cannon the Price set forth in the Agreement.

Invoice and Payment. If the Project extends less than a month, Cannon shall invoice upon completion, and if the Project extends longer than one month, Cannon shall invoice on a monthly basis. Customer agrees to pay Cannon all amounts invoiced within thirty (30) days from the date of invoice and agrees that any unpaid balances shall accrue interest at one and a half percent (1-1/2%) per month. Payments shall first be applied to interest and thereafter to the invoiced amounts for the Services. In the event of non-payment, Customer agrees to Cannon's right to file a lien on the Job Location.

Utilities. Cannon shall not be responsible for the identification or location of any utilities, whether above or below ground, within the Job Location, including without limitation, electricity, water, sewer, septic tanks, drain fields, natural gas or telephone. Prior to the start of the Project, Customer or its contractor shall identify the type and location of any and all utilities. Cannon shall not be liable for damages or expenses arising out of the failure of Customer or its contractor to identify or locate such utilities.

Force Majeure. Cannon shall not be liable for breach, default or otherwise for delay or failure to complete the Services, and the costs associated therewith, as a result of the actions or inactions of Customer and/or Customer's agents or contractors, nor for acts of God, accidents, labor disputes, carrier delays, or other causes outside of the control of Cannon (collectively, "Force Majeure"). If a Force Majeure occurs, Cannon shall notify Customer immediately.

Hazardous Materials. Cannon shall not be responsible for testing, handling, or disposing of contaminated, toxic or hazardous materials (collectively, "Hazardous Materials") unless specifically identified in the Scope of Work. Customer shall have an obligation to notify Cannon if any Hazardous Materials are at the Job Location. If Cannon encounters any Hazardous Materials at the Job Location, Cannon agrees to immediately notify and consult with Customer, and if necessary, cease all services reasonably affected by such Hazardous Substances. Customer agrees to indemnify, defend and hold harmless Cannon from and against any claims, actions, damages, and/or expenses arising out of Cannon's encounter, handling or disposing of any Hazardous Materials during and following the performance of the Services.

Independent Contractor. Cannon is an independent contractor for all purposes. Cannon shall maintain complete control of and responsibility for its employees and for the means, methods, and safety in performing the Services.

Compliance with Laws. Cannon shall comply with all federal, state and local laws, regulations, orders and ordinances applicable to the Services, including all laws concerning nondiscrimination in employment. Cannon shall have no obligation to obtain any permits and licenses required by applicable laws regarding the Services except in those instances where the Scope of Work has specifically included Cannon having that obligation.

Warranty. The Services are guaranteed against faulty material and workmanship for one (1) year. ALL OTHER WARRANTIES ARE DISCLAIMED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES

ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING, OR TRADE USAGE.

Equipment. Cannon shall provide the equipment for the performance of the Services and shall retain the equipment after the performance of the Services unless specifically stated otherwise.

Indemnity. Both Parties agree, to the fullest extent permitted by applicable law, to indemnify the other Party, its parent, subsidiaries, and affiliated companies and their directors, officers, agents and employees from and against all liabilities, losses, damages, demands, claims, suits, fines, penalties, costs and expenses including reasonable legal fees and other expenses of investigation and litigation (collectively, "Claims"), including but not limited to injuries to and death of persons and for loss or damage to property, arising out of or related to (i) such Party's breach of this Agreement; (ii) such Party's violation of law; and (iii) (a) in the case of Cannon, its agents, employees, suppliers or subcontractors, the performance of, and (b) in the case of Customer, its agents, employees, suppliers or subcontractors, actions taken in relation to the Services, but in both instances, to the extent the liabilities and/or losses resulted from negligence or willful misconduct. In those instances where both Parties were responsible for the liabilities and/or losses, the Parties shall both be responsible based on their comparative fault.

Consequential Damages. In no event shall either Party be liable to the other Party for any incidental, consequential, special, indirect, punitive, or exemplary damages whether any Claims for such damages arise in contract, tort, negligence or otherwise.

No Waiver. The failure of either Party to insist upon performance of any provision of this Agreement or the waiver of any breach of a provision of the Agreement shall not be construed as an ongoing waiver of any such provision. Such provision shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement, and it provides no rights or benefits to anyone other than Cannon and Customer and their respective successors and assigns.

Severability. In the event any term or provision of this Agreement is deemed invalid, illegal or unenforceable for any reason by a court of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect.

Disputes and Governing Law. This Agreement shall be governed by the laws of the State of Washington. Before resorting to litigation, the Parties agree to attempt to resolve any dispute by good faith negotiations by the management of each Party, and thereafter, by mediation. If negotiation and mediation is not successful, each Party agrees to submit to the exclusive jurisdiction and venue of the state or federal courts situated in Seattle, Washington.

Notices. All notices and communications under this Agreement shall be deemed to have been duly given if delivered in writing in person or if mailed in the United States mail, certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier with all fees pre-paid and properly addressed and in both instances the effective date will be the date set forth on the receipt. Email transmission may also be used in which case the effective date will be the date of the transmission delivery confirmation.

Attorney's Fees. In the event that any action (including collection action) is filed in relation to this Agreement, the party who substantially prevails in such action shall be entitled to the recovery of its reasonable attorney fees and its costs and expenses, throughout and including trial, appeal and enforcement of judgement.

Assignment. Neither Party shall subcontract, assign or delegate this Agreement or any of the Services without prior written approval of the other Party, which subcontracting, assignment or delegation shall not be unreasonably withheld.