

**Subject:** Resolution #739 - Contract Award for On-Call Electrical Engineering Services

**Proposed Council Action:**

Adopt Resolution #739.

**Dept. Origin:** Mayor's Office

**Prepared by:** Jennifer Robertson, City Attorney's Office

**For Agenda of:** December 21, 2021

**Exhibits:** Resolution #739 with Attachments

Initial & Date

**Concurred by Mayor:** \_\_\_\_\_

**Approved by City Planner:** \_\_\_\_\_

**Approved as to form by City Atty:** JSR 12-13-21

**Approved by Finance Director:** \_\_\_\_\_

**Approved by Department Head:** \_\_\_\_\_

**INFORMATION / BACKGROUND**

The City's contract with its On-Call Civil Engineer is expiring on December 31, 2021. On Select Power Systems, LLC, 2021 the City published a "Request for Statement of Qualifications for On-Call Electrical Engineering Services" ("RFQ") in its official newspaper, the Tacoma Daily Index and posted this notice on its website. The closing date for the request was established as December 1, 2021. This RFQ was made in accordance with State law which specifies a process for hiring engineers or architects as consultants.<sup>1</sup>

**1. General Process for Hiring Engineers or Architects.**

In order for the City to hire an architectural or engineering consultant, special bidding requirements are required. The City is required to publish an announcement when it is seeking of professional architectural or engineering services.<sup>2</sup> Chapter 39.80 RCW requires that a city publish its need for architectural or engineering services in advance, concisely stating the general scope and nature of the project or work for which services are required. Compliance with this requirement may be accomplished by either: (1) publishing an announcement each time the service is needed; or (2) announcing generally to the public the city's projected requirements for any category or type of engineering or architectural service.

Once the RFQ materials are received, Ruston evaluates the qualifications and performance data it has on file along with the information submitted regarding a proposed project. Following the evaluation, the city invites one or more firms to meet with its officials to discuss the project and

<sup>1</sup> Chapter 39.80 RCW.

<sup>2</sup> RCW 39.80.030.

the relative benefits of various methods of providing the desired services. The city then selects the firm “most highly qualified” to provide the required services from among those firms. The price or cost of the service may not be considered by the city when determining which firm is the most highly qualified.

After the most qualified firm has been chosen, the city negotiates a contract with that firm for the services at a price that it determines is fair and reasonable, considering the estimated value of the services to be rendered, as well as the scope and complexity of the project.

**2. Selection of Select Power Systems for City Electrical Engineer is recommended.**

Ruston received three responses to the published RFQs. After a review of all of the submitted materials, the Mayor has determined that Select Power Systems, LLC (Select) is the “most qualified.” Clint Thayer will be the primary engineer serving the City. Mr. Thayer has been serving as the City Electrical Engineer (formerly under the companies of QUES and North Sky Engineering) for many years and has agreed to maintain a similar contract as had been in place previously.

The contract is for the firm to provide on-call professional engineering services, including electrical and civil, to the City for an amount not to exceed \$100,000 (one hundred thousand dollars) in any calendar year with the hourly rates set forth in Exhibit A. The contract expires on December 31, 2025.

The contract requires that the firm provide to the City evidence, in the form of a Certificate of Insurance showing the contract limits set forth on page 4, before beginning work.

**FISCAL CONSIDERATION**

The maximum contract price is \$100,000 per calendar year through the end of 2025.

**RECOMMENDATION / MOTION**

Approve Resolution #739.

MOTION: I move to approve Resolution #739 authorizing the Mayor to award the On-Call Electrical Engineering Services Agreement to Select Power Systems and authorizing the Mayor to execute the agreement substantially in the form attached to the Resolution.

**RESOLUTION NO. 739**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RUSTON, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN ON-CALL ELECTRICAL ENGINEERING SERVICES CONTRACT WITH SELECT POWER SYSTEMS FOR CITY ON-CALL ELECTRICAL ENGINEERING SERVICES.**

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WHEREAS, the City has an on-going need for on-call engineering services, including electrical engineering and civil; and

WHEREAS, the City's practice is to hire an outside consultant to provide these on-call services and to serve the role of "City Engineer" or "City Electrical Engineer"; and

WHEREAS, in conformance with Chapter 39.80 RCW, the City published a Request for Statement of Qualifications for On-Call Engineering Services ("RFQ") and an RFQ for On-Call Electrical Engineering Services in its official newspaper on October 28, 2021 with a closing date of December 1, 2021; and

WHEREAS, the Scope of Work for the RFQ included all potential electrical engineering services needed for 2022 and beyond; and

WHEREAS, Ruston received three responses to the published Requests for Statement of Qualifications; and

WHEREAS, after a review of the materials, the Mayor has determined that Select Power Systems, LLC is the "most qualified" for providing both electrical on-call services; and

WHEREAS, Select Power Systems, LLC has agreed to maintain a similar contract as had been in place in prior years with the previous electrical engineering firms; and

WHEREAS, the proposed contract for on-call professional electrical engineering services is attached to this Resolution as Exhibit 1 and is for an amount not to exceed \$100,000.00 (One

hundred thousand dollars) in any given year with the scope of work and applicable hourly rates set forth in Exhibit A of the Agreement; and

WHEREAS, such Agreement expires on December 31, 2025; and

WHEREAS, in addition to the general on-call work, the City, in its sole discretion, may provide additional work to the On-Call Electrical Engineer, including grant-funded work that falls within the general scope of work; and

WHEREAS, the City Council finds it in the public interest to authorize the Mayor to execute the proposed On-Call Electrical Engineering Services Agreement in substantially the form that is attached to this Resolution as Exhibit “1”;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RUSTON, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1. Agreement Authorized.** The Mayor is hereby authorized to execute the On-Call Engineering Services Consultant Services Contract between the City of Ruston and Select Power Systems, LLC in substantially the form attached to this Resolution as Exhibit “1” provided that Select Power Systems, LLC has first accepted and executed the Agreement.

RESOLVED this 21st day of December, 2021.

APPROVED:

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Bruce Hopkins, Mayor

ATTEST/AUTHENTICATED:

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Judy Grams, City Clerk

FILED WITH THE CITY CLERK: \_\_\_\_\_  
PASSED BY THE CITY COUNCIL: \_\_\_\_\_  
RESOLUTION NO.: 739

# **EXHIBIT “1”**

## **ON-CALL ELECTRICAL ENGINEERING SERVICES AGREEMENT**

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF RUSTON AND SELECT POWER SYSTEMS, LLC  
FOR ON-CALL ELECTRICAL ENGINEERING**

THIS AGREEMENT is made by and between the City of Ruston, a Washington municipal corporation (hereinafter the "City"), and Select Power Systems, LLC, a limited liability company organized under the laws of the State of South Carolina located and doing business at 569 South Rutherford Street, Blacksburg SC 29702 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is an electrical utility provider and is interested in On-Call Electrical Engineering Services; and

WHEREAS, the Consultant has agreed to perform said services;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

**TERMS**

**I. Description of Work**

The Consultant shall perform all work as described in **Exhibit A**, which is attached hereto and incorporated herein by this reference. This is an on-call contract, so additional work shall be performed by the Consultant as assigned by the City.

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed One Hundred Thousand Dollars (\$100,000.00) for the services described in Section I herein in any given calendar year. This is the maximum annual amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

### **III. Relationship of Parties**

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

### **IV. Agreement Term**

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately promptly upon execution of this Agreement. The term of this Agreement shall be from the date this Agreement is executed by both parties, until December 31, 2024 unless earlier terminated in accordance with Section V below.

### **V. Termination**

A. Termination of Agreement. Either party may terminate this Agreement with or without cause, by providing sixty (60) days written notice to the other party. In addition, the City may terminate this Agreement, for the Consultant's material default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time by delivering notice of the termination for cause to the consultant. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

### **VI. Discrimination**

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

## **VII. Indemnification**

The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

## **VIII. Insurance**

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits:

1. Business auto coverage for any auto \$1,000,000 each accident limit, and
2. Commercial General Liability insurance \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance in the amount of \$1,000,000. All policies and coverage's shall be on a claims made basis.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. The City of Ruston shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. Consultant's additional insured endorsement shall be pursuant to ISO form CG 2010 0413. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Ruston at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

## **IX. Exchange of Information**

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The Parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

## **X. Ownership and Use of Records and Documents**

A. Ownership. Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services

performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

B. Notwithstanding anything to the contrary notwithstanding, Consultant shall maintain its ownership in materials and inventions (a) which Consultant owned and preexisted prior to Consultant entering into this Agreement, and/or (b) which constitute refinements to Consultant processes, whether or not developed under any project for the City. Anything in the foregoing that may appear to the contrary notwithstanding, nothing in this Agreement shall be construed so as to limit or transfer Consultant's ownership of all any or rights, facts and data (regardless of whether such rights arise from the law of copyright, trademark, patent or trade secret or any other source) to use its basic know-how, methods of analysis, experience, techniques, processes, models, industry knowledge and contacts, models, skills and presentation formats, that existed with the Consultant prior to Consultant's performance of the services. However, to the extent necessary for the City to utilize the work, and to the extent not in conflict with any pre-existing rights (or applicable law or regulation), Consultant shall grant the City a non-exclusive license to use the intellectual property embodied in the work product, at no extra cost to the City.

C. Use of City's system mandatory. The Consultant agrees to use the City email system, if offered, for all City-related email and to put all records which are created, received or used for City-related matters onto the City's drop box account. The Consultant agrees that the use of the City's email and drop box will result in all city-related records in the Consultant's use or control being placed or maintained within the City's server system.

D. Records preservation. Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the City are considered "public records" and are subject to disclosure under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and preserve records in accordance with the Act. If the City receives a public records request and asks Consultant to search its files for responsive records, Consultant agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer.

## **XI. City's Right of Inspection**

Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

## **XII. Consultant to Maintain Records to Support Independent Contractor Status**

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

## **XIII. Work Performed at the Consultant's Risk**

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

## **XIV. Non-Waiver of Breach**

The failure of a Party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

## **XV. Resolution of Disputes and Governing Law**

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City of Ruston, who shall determine the term or provision's true intent or meaning. The City of Ruston shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

## **XVI. Written Notice**

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary.

Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

### **CONSULTANT:**

Select Power Systems, LLC  
Attn. Heather Eason  
569 S. Rutherford Street  
Blacksburg, SC 29702

### **CITY:**

Bruce Hopkins, Mayor  
City of Ruston  
5117 N Winnifred St.  
Ruston, WA 98407-6597

A copy shall also be transmitted to the City Clerk at the above address.

## **XVII. Assignment**

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

## **XVIII. Modification and Severability**

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

## **XIX. Entire Agreement**

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any

language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_ day of December , 2021.

**CONSULTANT**

**CITY OF RUSTON**

By: \_\_\_\_\_  
Heather Eason, President/CEO

By: \_\_\_\_\_  
Bruce Hopkins, Mayor

**ATTEST:**

\_\_\_\_\_  
Judy Grams, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jennifer Robertson, City Attorney

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that Heather Eason is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the President/CEO of Select Power Systems, LLC to be the free and voluntary act of such company for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_ 20\_\_

\_\_\_\_\_

(print or type name)

NOTARY PUBLIC in and for the  
State of Washington, residing at:

\_\_\_\_\_  
My Commission expires:\_\_\_\_\_

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

I certify that I know or have satisfactory evidence that Mr. D. Bruce Hopkins is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Mayor of Ruston to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_

(print or type name)

NOTARY PUBLIC in and for the  
State of Washington, residing at:

\_\_\_\_\_

My Commission expires: \_\_\_\_\_

**Exhibit A**  
**SCOPE OF SERVICES AND COMPENSATION**

# SELECT Power Systems

## Exhibit A

### Scope of Services – On Call Engineering Services

Consultant shall provide electrical engineering services to the City of Ruston on an on-call basis. Services required by the City of Ruston may include, but are not limited to:

- Design of electrical circuits
- Sizing of electrical services
- Sizing of electrical switchgear
- Sizing of pad-mounted or pole-mounted transformers
- Fault studies
- Protective relay settings development
- Protection scheme design
- Supervisory Control and Data Acquisition (SCADA) design
- Protective relay test procedures
- SCADA test procedures
- Design of power system model in computer software
- Development of operating manuals pertaining to electrical system operations
- Assist the City with compliance with the Clean Energy Implementation Plan requirements under Washington law
- Other electrical engineering tasks as assigned by the Mayor of Ruston

Additional services available by sub-consulting at a case by case negotiated markup are, but are not limited to:

- Surveying and mapping
- Geotechnical/geological
- Structural
- Traffic/transportation
- Other mutually agreed upon services as identified and requested by the City

### Rates of Compensation

Consultant shall be compensated based upon the following rates for services:

<b>Classification</b>	<b>Hourly Rate</b>
<i>Electrical Engineer</i>	\$ 140.00
<i>Engineering Technician</i>	\$ 110.00
<i>CAD Drafter</i>	\$ 90.00

- Vehicle Usage is to be reimbursed at the current IRS mileage guidelines at <https://www.irs.gov/tax-professionals/standard-mileage-rates>



November 30, 2021

City of Ruston  
Attn: Judy Grams  
5117 North Winnifred Street,  
Ruston WA 98407

**RE: Response to the Request for Statement of Qualifications – On-Call Electric Engineering Services**

To Whom it may Concern:

Thank you for the opportunity to submit our response to your On-Call Electrical Engineering RFQ. **SELECT Power Systems, LLC** is a certified Women Owned Small Business with a national presence that offers focused engineering, design, and management solutions for the ever-evolving electrical utility industry. SELECT has the ability to provide stand-alone services, single project, or total program support as dictated by our customers' requirements. **SELECT** consists of Professional Engineers, utility professionals, and experienced designers focused on delivering high quality results to large and small clients alike.

**Contracting Officer:**

Heather Eason  
President & CEO  
[Heather.Eason@SELECTPowerSystems.com](mailto:Heather.Eason@SELECTPowerSystems.com)  
(864) 619-1274

**Primary Work Contact:**

Clint Thayer  
Director  
[Clint.Thayer@SELECTPowerSystems.com](mailto:Clint.Thayer@SELECTPowerSystems.com)  
(425) 864-0566

Our qualifications and relevant project work will demonstrate our proficiency in distribution design, including both overhead and underground systems. **SELECT** holds our team to the highest standards for project execution and takes pride in our contract performance record. Internal peer review and QA/QC processes are in place to ensure that the client's expectations are exceeded and that any performance concerns are mitigated immediately.

We are confident that **SELECT** Power Systems can provide The City of Ruston with a unique level of hometown-style customer service while maintaining the quality of work. You may contact me directly with any questions concerning our qualifications.

Sincerely,

A handwritten signature in black ink that reads "Clint Thayer".

Clint Thayer  
Director  
**SELECT Power Systems**



# SELECT<sup>SM</sup>

## Power Systems

*Power to Make a Difference*

### **STATEMENT OF QUALIFICATIONS FOR ON-CALL ENGINEERING SERVICES**

*Certified Women Owned Small Business  
by Women's Business Enterprise National Council*

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## NOTE FROM OUR CEO

When I started **SELECT Power Systems LLC** five years ago, I sought out to create an organization that empowered team members, took the best of what we learned over the years and leave the inefficiencies, politics, bureaucracy, and poor cultures behind. I sought out to build something we could all be proud of, an organization that could earn the respect and trust of our clients, peers, and partners. We wanted to be better and do better. We have done that, and we continue to grow, evolve, mature, and improve. Our employees are the foundation of our organization, and we would be nothing without them. We hope that you chose to become part of the **SELECT** family as a happy successful client.

Join us as we have the #powertomakeadifference.

Sincerely,



Heather Eason, President & CEO

[Heather.Eason@selectpowersystems.com](mailto:Heather.Eason@selectpowersystems.com)

**SELECT**<sup>SM</sup>  
Power Systems  
*Power to Make a Difference*



## IMPACT

Our beginnings shape our philosophy. We understand the importance of customer service and staying devoted to our clients and partners, they are at the core of what we do. Our reputation and relationships are the keystone through which we cultivate our future. We want your business, but more importantly, we want your trust. **SELECT** strives to earn that trust through our commitment to high standards and quality deliverables that are on time and within budget. Finally, the significance of the talented and qualified individuals who compose our workforce are the foundation that makes this all possible. Together we believe we have the power to make a difference in and out of the workplace. We've distilled these principles into what we call the archway.

## THE ARCHWAY

As a business model, **SELECT Power Systems, LLC** is based upon an archway. The arch is one of the most stable and durable structures which can be built.

**The Employee Foundation:** Our employees are the foundation of what we do at **SELECT**. We employ only qualified and knowledgeable employees to ensure that each project is completed on-time and on budget.

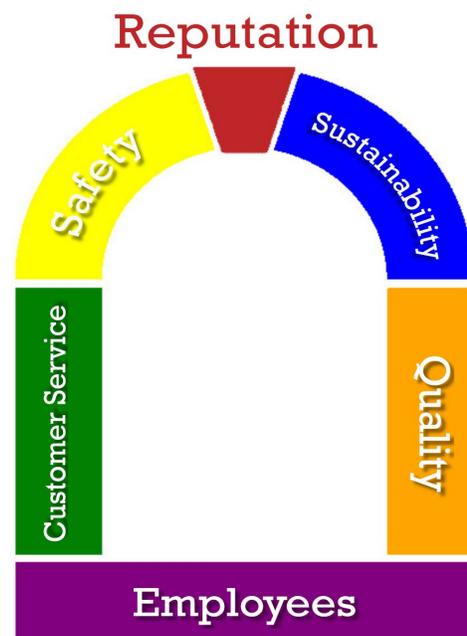
**The Quality Column:** Quality work is a driving force behind everything we do at **SELECT**. With our focus always on delivering quality work, we are able to deliver on time, and within budget.

**The Customer Service Column:** Customer service is a core value at **SELECT**. We want to make sure our customers know that they are at the heart of what we do at all times.

**The Safety Arch:** Our focus on safety is so strong that it makes up one half of the arch. All the quality and customer service in the world would be wasted without providing a safe environment for our projects to develop and execute.

**The Sustainability Arch:** **SELECT** recognizes that businesses can have a negative impact on the environment. We are committed to finding ways in which we can reduce the impact of our work both in the office and when work takes us away from the office.

**The Reputation Keystone:** Without a keystone to hold everything in place, an arch would fail. At **SELECT** our reputation is the keystone that holds the arch together.



## ENGINEERING SERVICES OFFERED

Our core competencies include

- Distribution Systems
- Transmission Systems
- Substation
- Generation
- Renewables
- Right of Way
- Geospatial & Asset Management Services
- Project & Construction Management Services
- Staffing & Recruiting
- General Engineering Services

## DISTRIBUTION

**SELECT** has over 75+ years of experience in distribution engineering with utilities across the United States. We have a proven track record with varying distribution projects ranging from 2kV to 69kV. **SELECT** teams with construction partners to deliver cost-effective and reliable electric distribution. Working in conjunction with our utility partners, and drawing from our team's diverse and experienced background, we are able to apply industry best practices and innovative solutions to a variety of engineering challenges. Areas in which partners leverage our skills and expertise include

- Complete Distribution Overhead & Underground Design Packages
- Upgrade & Grid Modernization
- Relocation & Public Improvement Projects
- Storm & Fire Hardening Upgrades
- Pole Loading Analysis
- Distribution Automation/SCADA
- Smart Grid
- System Evaluation & Verification
- Power Distribution Studies
- Lighting Systems

## QUALIFICATIONS AND EXPERIENCE

### **CITY OF RUSTON - POWER UTILITY MANAGEMENT**

Provided consulting, electrical design, and site surveys for the City of Ruston. The client's service territory within this scope included all the city's jurisdiction, covering 217 acres in the western region of Pierce County, Washington. We have demonstrated significant value for the City of Ruston by providing the following services:

- Layout medium voltage circuitry to increase system reliability and flexibility in an outage event.
- Reviewed and commented on the jurisdiction's issued construction permits.
- Customer liaison and coordination with existing and new City of Ruston electric customers.
- Creation of new standard construction framing units.
- Creation of electrical specifications.

### **SEATTLE CITY LIGHT (SCL): VERIZON SMALL CELL DEPLOYMENT**

Provided engineering, drafting, project management, and permitting support for 30 small cell sites simultaneously throughout the City of Seattle, particularly in the neighborhoods of SoDo and Capitol Hill, utilizing Seattle City Light's existing pole plant. The objective of the project is to improve Verizon's quality of service and fill-in coverage gaps that are caused by 5G's reduced signal range. Services that were provided include:

- Utilized and worked with evolving processes and procedures.
- Coordinated with personnel from multiple organizations to keep the project on track and moving forward.
- Performed initial site evaluations looking for transformer proximity, pole replacements, ADA compliance, standards and clear violations, cost, and tree trimming to determine best routing.
- Prepared cost estimates and bill of materials.
- Carried out load and quality of services calculations.
- Performed Pole loading analysis with SPIDACalc.
- Reviewed and approved line designs, pole definitions, material selections, and construction specifications.
- On-site inspection and approval of proposed pole manufacturing plant.
- Generated work sketches.

## **PUGET SOUND ENERGY (PSE): SYSTEM RELIABILITY & UPGRADES**

### **WHATCOM, SKAGIT, SOUTH KING, PIERCE, AND THURSTON COUNTIES**

Supplied skilled professional resources that managed 30+ complex system reliability and upgrade projects for PSE including the following 15kV and 34kV distribution system upgrades: fire hardening, distribution underbuild to existing transmission systems, overhead to underground conversions, single-circuit to double-circuit, underground feeder extensions, clear-zone/control zone projects and SCADA recloser installations. These upgrades have provided a more reliable system minimizing irregular outages caused by environmental impacts, as well as increasing system capacity. Services that were provided include:

- Project management, engineering, and design with both transmission and distribution.
- Field inspections evaluating existing facilities for constructability of future PSE facilities.
- Applied PSE standards, guidelines, specifications, practices, and procedures or appropriate industry standards to design overhead and underground distribution systems.
- Electrical, cable pulling, and pole loading analysis calculations to evaluate design validity and determine corrective action.
- Peer reviewed designs and packages before submission to PSE.
- Utilized SAP to track PSE engineering and project management tasks.

## **PUGET SOUND ENERGY (PSE): NEW CUSTOMER PROJECTS**

### **NORTH KING, WHATCOM, ISLAND AND SKAGIT COUNTIES**

Provided project management, engineering, and drafting services for 10+ new services expanding PSE's service territory as well as service upgrades to major non-residential customers including King County, BNSF, Microsoft, Verizon, T-Mobile, UW Bothell, and SpaceX. Services that were provided include:

- Interpreted Washington UTC rates' and schedules' to coordinate with a developers' electrical demand with cost effective solutions.
- Interfaced with project stakeholders, inside and outside of PSE, coordinating the progress of the project about all factors that may pose scheduling problems during design and construction.
- Performed field inspections evaluating existing facilities for constructability of future PSE facilities.
- Applied PSE standards, guidelines, specifications, practices, and procedures or appropriate industry standards to design overhead and underground distribution systems.
- Implemented electrical, cable pulling, and pole loading analysis calculations to evaluate design validity and determine corrective action.
- Peer reviewed designs and packages before submission to PSE.
- Utilized SAP to track PSE engineering and project management tasks.

## **PUGET SOUND ENERGY (PSE): CONVERSION**

### **WHATCOM COUNTY**

Puget Sound Energy has been performing overhead to underground conversions in downtown Bellingham due to safety and clearance concerns. This is the latest project in this effort and addresses five alley blocks. Services that were provided include:

- Evaluated existing and new transformer loading to ensure that the proposed total underground transformers wouldn't be overloaded.
- Calculated voltage drop and flicker for the existing and new systems to confirm quality of service wouldn't be diminished.
- Performed pull calcs to verify that the design and conduit routing was possible.
- Worked with the client to develop a sketch layout that will improve legibility, clarity, and conciseness of design when compared to phase one.
- Developed material orders indicating long lead, and special-order materials.

## **AVISTA: FIBER OPTIC OVERHEAD AND UNDERGROUND**

Provided fiber optic line design services in the Greater Spokane area to connect Generation plants and Substations to their monitoring network. Services that were provided include:

- Engineering and drafted designs and layouts.
- Performed field survey, route selection, and data collection.
- Right of way research and identification.
- Carried out calculations to evaluate pole loading and pull lengths.
- Coordinated closely with utility and third party attachments to identify and resolve any obstacles that could delay construction.
- Permitting acquisition with cities, county, state, and railroad.
- Material Specification.

## **REFERENCES**

Specific project references are available upon request.

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**Clint Thayer**

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**DIRECTOR**

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**PROFILE**

An electrical distribution engineer with over 22+ years' experience in project management, design, and construction of utility electrical distribution & sub-transmission systems including complex commercial/industrial projects. Planning and design development that meets constructability, operational maintenance, and budgetary requirements.

**LICENSES**

Washington State Electrical Administrator, (AD01) 2015

**KEY COMPETENCIES**

Leadership  
Operations  
Budgeting  
Scheduling  
Detail Oriented  
Critical Thinking

**EXPERIENCE**

**Select Power Systems, LLC**

*Director, November 2021 – Present*

- Responsible for the design and project management of distribution projects ranging from 12kV to 35kV.
- Tasked with growing and developing Select Power Systems' ability to offer a turnkey engineering product in addition to its staffing services.
- Supervising and directing the efforts of engineers, designers, and CADD draftsmen

**Quanta Utility Engineering Services**

*Division Manager, February 2018 – November 2021*

- All design aspects of 15kV electrical distribution systems, such as system capacity requirements, transformer sizing, voltage regulation, sectionalizing & protective device deployment, and system reliability. Additionally, feasibility/cost analysis, conformity with industry & local standards, regulatory compliance, & construct-ability review.
  - Overhead designs include line layout, conductor and pole selection, sag and tension calculations, guying, anchoring, material take-off, and field staking.
  - Underground designs include cable and conduit selection, trench and backfill composition, duct bank layout, bridge-crossing design, pulling calculations, and coordination with other utilities.
- Field evaluation and inventory of existing electric infrastructure.
- Supervising and directing the efforts of engineers, designers, and CADD draftsmen.
- Daily interface and coordination with client project managers and supervisors. Participation at various types and levels of customer coordination meetings.
- Project contract scoping and change order negotiations. Billing resolution.
- Construction crew interface on design/construct-ability issues.

**North Sky Engineering**

*Engineering Manager, 2005 – 2018*

**Potelco, Inc**

*Engineering Supervisor, 2002-2005*

*Engineering Technician, 2001-2002*

**Wilson Construction**

*Design Engineer, 2001-2002*

**Puget Sound Energy**

*Distribution (Field) Planner, 1998-2000*

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**Wayne Hagan, PE**

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**DIRECTOR OF  
ENGINEERING**

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**PROFILE**

32 years' experience in planning, analysis, design, project management and construction of utility, governmental, industrial, and institutional electric distribution & sub-transmission systems. Providing interface at all levels of management & staff internally, client & governmental/ municipal authorities.

**CERTIFICATIONS**

Professional Engineer – WA, OR, HI, AK, UT, CO, CA, NV, ID & AZ.

**SKILLS**

Leadership & Supervision  
Engineering Requirements  
Understanding Customer Needs  
Design Options  
Meeting Deliverables  
Customer Satisfaction  
Organization

**MILITARY SERVICE**

US Army, 1986 – 2007  
Lieutenant Colonel – Retired  
Aviation, OIF 05-07

**EXPERIENCE**

**Select Power Systems, LLC**

*Director of Engineering, November 2021 – Present*

- Responsible for overall engineering design production, technical accuracy, code compliance & meeting client needs.
- Charged with the supervision, growth, and development of the engineering and technical staff.
- Tasked with developing Select Power Systems ability to offer a turnkey engineering product to supplement its staffing services.
- Expanding the overall client base.

**Quanta Utility Engineering Services**

*Engineering Manager – NW, February 2018 – November 2021*

- Project contract scoping, negotiation, change order negotiations and billing resolution for revenue tracking and control.
- Responsible for all design aspects of overhead and underground electrical distribution systems including but not limited to; system capacity, protection, reliability, operations & maintenance, materials, feasibility, cost estimates and constructability for both utility and privately owned systems.
- Interpretation of regulatory codes and industry standard practices.
- Interface with local municipal authorities on permitting issues, traffic control, and surface water management requirements.
- QA/QC, design review and approval.
- Project field coordination and engineering of projects in construction, to include coordination with customers, crews, and contractors.
- Supervising, mentoring, and directing the efforts of junior EIT's, designers, and CAD draftsmen.
- Supervision and coordination of emergency electric utility system restoration due to catastrophic failures caused by natural events (primarily wind and ice storms).

**North Sky Engineering**

*Senior Electrical Engineer, 2005 – 2018*

**Potelco, Inc**

*Manager of Engineering, 2004 – 2005*

*Senior Electrical Engineer, 2001 – 2004*

**Wilson Construction**

*Electrical Engineer, 1999 – 2001*

**CH2M Hill**

*Lead Electrical Engineer, 1989 – 1999*

**EDUCATION**

- B.S. Electrical Engineering – Oregon State University – 1987

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**Shaun Baumchen, EIT**

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**ELECTRICAL ENGINEER**

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**PROFILE**

Electrical Engineer with 3+ years experience in distribution engineering, project management, drafting, and leadership with both electric utilities and engineering firms.

**CERTIFICATIONS**

EIT – MT, 2018

**SKILLS**

AutoCAD  
MS Office 365  
O-Calc  
Pull-Planner  
SAP  
SKM Power\*Tools  
Tensing/ESRI/GIS Systems  
WinEst

**EXPERIENCE**

**Select Power Systems, LLC**

*Electrical Engineer, November 2021 – Present*

- Responsible for the design and project management of distribution projects ranging from 12kV to 35kV.

**Quanta Utility Engineering Services**

*Electrical Engineer, March 2019 – November 2021*

- Managed, engineered, and drafted large-scale projects (Microsoft Campus Refresh & UW Bothell Husky Village Redevelopment).
- Performed labor and material cost estimates, ordered materials, scheduled crews, and coordinated construction with customers and contractors.
- Designed and drafted 12kV overhead and underground power distribution system upgrades such as:
  - Complex underground feeder installations/reconfigurations
  - SCADA recloser installation program
  - Overhead to underground conversions
  - Single-phase to three-phase
  - Fire Hardening Upgrades
- Reviewed designs and engineering/construction packages before submitting them to clients.
- Designed and drafted new overhead fiber lines providing communication between Wacker Chemical Plant buildings.
- Upgraded Boca Dam's 480V electrical system to allow generators to safely operate the facility during reconstruction in Boca, CA.

**Anvil Corporation**

*Junior Electrical Engineer, June 2018 – March 2019*

- Applied load calculations on low voltage power systems compliant with NEC standards.
- Developed motor control schematics and single-lines for new motor control center installations.
- Created area classification drawings according to API 500 standards.

**North Sky Engineering**

*Engineering Intern, May 2017 – August 2017*

- Collaborated on a variety of electrical engineering projects requiring: AutoCAD design, Arc Flash Analysis, and O-Calc design.
- Acquired field experience utilizing a GPS antenna to capture pole locations that were imported into AutoCAD.

**EDUCATION**

- B.S. Electrical Engineering – Montana State University – 2018
- A.S. Engineering – Pierce Community College – 2015

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**Adam Bagley, EIT**

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**ELECTRICAL ENGINEER**

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**PROFILE**

Electrical Engineer with 2+ years experience in distribution engineering, project management, drafting, and leadership with electric utilities and engineering companies.

**CERTIFICATIONS**

EIT – WA, 2019

**SKILLS**

AUD  
Aspen Oneliner  
AutoCAD  
CYME  
MS Office 365  
O-Calc  
PowerWorld  
Pull-Planner  
SAP  
SPIDAcad  
SKM Power\*Tools  
Tensing/ESRI/GIS Systems  
WinEst

**EXPERIENCE**

**Select Power Systems, LLC**

*Electrical Engineer, November 2021 – Present*

- Responsible for the design and project management of distribution projects ranging from 12kV to 35kV.

**Quanta Utility Engineering Services**

*Electrical Engineer, October 2020 – November 2021*

- Engineered and drafted large-scale overhead and underground distribution projects (~\$6.5M) on systems ranging from 12kV - 28kV, such as:
  - Overhead to underground conversions
  - Complex underground installations/reconfigurations
  - Single-circuit to double-circuit
  - Distribution underbuild on transmission structures
  - Fire hardening upgrades
  - New/existing customer construction
  - Small cell installations
- Performed field inspections evaluating existing facilities for constructability of future upgrades.
- Applied client standards, guidelines, specifications, practices, and procedures or appropriate industry standards to design overhead and underground electric distribution systems.
- Implemented electrical, cable pulling, and pole loading analysis calculations to evaluate design validity and determine corrective action.
- Assisted with new/existing customer construction by performing project management functions.
- Generated design sketches, cost estimates, bill of materials, and other required documents and reports.
- Utilized client and company information systems to track and update design activities.
- Interfaced with project stakeholders to keep them apprised of progress and any factors that may pose problems during engineering or construction.
- Reviewed distribution designs and packages before submittal to clients.

**Select Power Systems, LLC**

*Electrical Engineer, September 2019 – October 2020*

- Directly embed with QUES performing similar tasks.

**EDUCATION**

- B.S. Electrical Engineering – Gonzaga University – 2019

## COMPANY OVERVIEW

### Company Address

569 South Rutherford Street  
Blacksburg, South Carolina, 29702

### Officers

Heater Eason	President & CEO
Robert Bryan	Chief Operations Officer
Even Gompers	Chief Financial Officer

### NAICS

541330  
541690  
541618  
541370  
237120  
237130  
541612  
541614

### Contact Information

(864) 619-1274  
[www.SELECTPowerSystems.com](http://www.SELECTPowerSystems.com)

### Employer Identification Number

82-3334088

### Dun & Bradstreet

080970178

### Cage Code

800L4

### Disadvantaged Business Classifications:

WOSB and WBE certified by WBENC  
DWBE certified by SCDOT  
WOSB certified by SBA  
DBE certified by CPUC

## CONTACT INFORMATION

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