



# AGENDA REPORT

## CITY OF SAN CLEMENTE

### City Council Meeting

910 Calle Negocio  
2nd Floor  
San Clemente, California  
www.san-clemente.org

Meeting Date: 2/21/2023

Agenda Item: 6H

**Department:** Utilities

**Prepared By:** Dustin Burnside, Utilities Manager

**Subject:**

**APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH ELECTRICAL SAFETY SPECIALISTS, LLC. TO PERFORM A WATER & WATER RECLAMATION ELECTRICAL INFRASTRUCTURE ARC FLASH STUDY.**

**Fiscal Impact:**

There is sufficient funding in the approved Fiscal Year 2022-23 Budget for the \$54,802 expenditure for the Arc Flash Study in the following accounts within the Water and Sewer operating budgets:

- 052-462-43890 \$10,961
- 052-463-43890 \$10,960
- 052-465-43890 \$10,960
- 054-472-43890 \$10,961
- 054-473-43890 \$10,960

**Summary:**

Staff is requesting approval of a Professional Services Agreement with Electrical Safety Specialists, LLC. for a Water & Water Reclamation Electrical Infrastructure Arc Flash Study.

**Background:**

At various locations throughout the City, the Utilities Department has pumping stations utilizing high voltage electricity, motors, and pumps, to pressurize water and lift wastewater. The Occupational Safety and Health Administration (OSHA) requires a periodic Electrical Hazard Assessment (Arc Flash Study) to be performed in order to identify and associate hazardous high voltage electrical equipment. An Arc Flash is a phenomenon where electrical current leaves its intended path and travels through the air, where it can contact workers in close proximity. An Arc Flash Study identifies these hazards, so they can be properly labeled with guidance and required safeguards to protect employees who maintain the equipment.

**Discussion:**

In November 2022, staff posted a Request for Proposal on PlanetBids for a Water & Water Reclamation Electrical Infrastructure Arc Flash Study requesting proposals from qualified contractors to perform the Study. The City received nine proposals from qualified contractors, and the proposals reflected a broad range of costs. The lowest proposal was \$49,700 and the highest proposal was \$513,131. Four of the nine contractors were selected for interviews. When evaluating the proposals and conducting interviews, staff considered the following items per City Policy and Procedure 201-2-3: experience of the contractor, special knowledge of the subject matter, ability to perform the services in the time allowed, and record of success for similar work. Utilities staff interviewed Delta

Systems, LLC., Electrical Safety Specialists, LLC., Halco Service Corporation, and SEAM Group, LLC. Based on the interview and proposals received, Utilities staff recommends Electrical Safety Specialists, LLC based on the thoroughness of their proposal and experience of the project team.

***Recommended Actions:***

**Staff Recommendation**

STAFF RECOMMENDS THAT the City Council approve, and authorize the Utilities Director to execute, Contract No. C23-09, by and between the City of San Clemente and Electrical Safety Specialists, LLC. for a Water & Water Reclamation Electrical Infrastructure Arc Flash Study for an amount not to exceed \$54,802.

***Attachment:***

1. Professional Services Agreement with Electrical Safety Specialists, LLC.

***Notification:***

None.

## CITY OF SAN CLEMENTE

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of San Clemente, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 910 Calle Negocio, San Clemente, California, 92673 ("City") and **ELECTRICAL SAFETY SPECIALISTS, LLC**, a **LIMITED LIABILITY COMPANY**, with its principal place of business at **16 SOUTH BROADWAY STREET, SUITE 16A, LOUISBURG, KS 66053-0842** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **WATER & WATER RECLAMATION ELECTRICAL INFRASTRUCTURE ARC FLASH STUDY** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **WATER & WATER RECLAMATION ELECTRICAL INFRASTRUCTURE ARC FLASH STUDY** consulting services to public clients, is licensed in the State of California, if applicable, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional **ELECTRICAL INFRASTRUCTURE ARC FLASH STUDY** consulting services for the **WATER & WATER RECLAMATION ELECTRICAL INFRASTRUCTURE ARC FLASH STUDY** project ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **WATER & WATER RECLAMATION ELECTRICAL INFRASTRUCTURE ARC FLASH STUDY** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations

3.1.2 Term. The term of this Agreement shall be from **THE DATE NOTED IN SECTION 1, UNTIL THE SERVICES ARE COMPLETED TO THE SATISFACTION OF THE CITY**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### 3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Endorsement on PS&E/ Other Data. Consultant shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by Consultant, and where appropriate will indicate Consultant's authorized signature and professional registration number.

3.2.4 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.5 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **DOUG TELLIN, PROJECT MANAGER.**

3.2.6 City's Representative. The City hereby designates **DUSTIN BURNSIDE, UTILITIES MANAGER**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the



Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.7 Consultant's Representative. Consultant hereby designates **DOUG TELLIN, PROJECT MANAGER**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.8 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.9 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.10 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where

applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.12 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "C" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "D" attached hereto and incorporated herein by reference. The total compensation shall not exceed **FIFTY FOUR THOUSAND EIGHT HUNDRED AND TWO DOLLARS (\$54,802)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "D" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "D" may be adjusted each year at the time of renewal as set forth in Exhibit "D."

#### 3.3.6 Labor Code Requirements.

3.3.6.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment

of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. **IF** the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and **IF** the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to Services performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.5 and 1771.1.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

### **3.5 General Provisions.**

#### 3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time, with or without cause, by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated

in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:                   **ELECTRICAL SAFETY SPECIALISTS, LLC.  
16 SOUTH BROADWAY STREET, SUITE 16A  
LOUISBURG, KS 66053-0842  
ATTN: DOUG TELLIN, PROJECT MANAGER**

City:                            City of San Clemente  
380 Avenida Pico, Bldg N  
San Clemente, CA 92672  
ATTN: **JULIE SCHMIDT, MANAGEMENT ANALYST II**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

#### 3.5.6 Indemnification.

3.5.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.5.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.



3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service

with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

### **3.6 Subcontracting.**

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite of their signatures.

**CITY OF SAN CLEMENTE**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**ATTEST:**

\_\_\_\_\_  
CITY CLERK of the City of  
San Clemente, California

**APPROVED AS TO FORM:  
BEST BEST & KRIEGER**

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

**APPROVED AS TO AVAILABILITY  
OF FUNDING:**

\_\_\_\_\_  
Finance Authorization

\_\_\_\_\_  
("CONSULTANT")

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Please see attached Proposal from Electrical Safety Specialists, Ref #2538, in response to Invitation #UT 2223-03.

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Please see attached Proposal from Electrical Safety Specialists, Ref #2538, in response to Invitation #UT 2223-03.

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**

3.2.12 Insurance.

3.2.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.12.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; and (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees).

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.12.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.12.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.12.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.12.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.12.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior

to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.12.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention greater than \$5,000 must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.12.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.12.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.12.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A- VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.12.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.12.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.12.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and

volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.



**EXHIBIT "D"**  
**COMPENSATION**

Please see attached Proposal from Electrical Safety Specialists, Ref #2538, in response to Invitation #UT 2223-03.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

**WORKERS' COMPENSATION DECLARATION**

I hereby affirm under penalty of perjury one of the following declarations:

***(ONE OF THE BOXES BELOW MUST BE CHECKED)***

I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier \_\_\_\_\_

Policy Number \_\_\_\_\_

I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of San Clemente and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

**WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.**

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

\_\_\_\_\_  
Consultant

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address  
  
\_\_\_\_\_



CITY OF SAN CLEMENTE  
SAN CLEMENTE, CA  
REF# 2538  
INVITATION # UT: 2223-03



# ESS

ELECTRICAL SAFETY SPECIALISTS

~ 2022 ~

# ARC FLASH PROPOSAL

RECEIVED

DEC 19 2022

City of San Clemente  
Utilities Department







## COVER LETTER

City of San Clemente  
Water and Water Reclamation  
380 Avenida Pico, Bldg N  
San Clemente, CA 92672

RE: Invitation # UT 2223-03

ESS is pleased to submit qualifications in response to your RFP for an Arc Flash Hazard Study. ESS is a 100% self performing certified Service Disabled, Veteran Owned Small Business, having completed hundreds of Arc Flash Risk Assessments and trainings for many clients with SDVOSB requirements. We are a safety first company - ensuring the safety of your employees is the reason for our work. The qualifications we demonstrate throughout this proposal will distance us from other vendors responding to this RFP.

The goal of our team is to find your hazards and remove them. Our extensive experience in universities, on hospital campuses and in municipal environments over the past 10+ years has prepared us to provide you with the best services available.

Our data gathering will be completed on-site by one of our experienced field technicians. By doing this, you can be assured that any changes that have taken place within your electrical system are captured for our analyses and your reports. After our in-house engineers build new single-lines drawings and perform the necessary analyses, using only the data collected by our field technicians. All models will be built using SKM software and will not stop at the top end of your system with data collection and calculations. All 3-phase equipment, including your local disconnects, drives, machine panels, etc.

Our On-Going support service sets ESS apart from our competitors. ESS recommends that our clients report changes to their electrical system on an annual basis and we will update your analyses, reports and labels, then deliver the results to you worry free. This helps to ensure that your employees remain safe and that your reports and labels are always up-to-date.

We do not sell merchandise nor equipment; our mission is to ensure workplace safety. If workplace safety is taken seriously and is properly approaches, the compliance requirements will take care of themselves.

Thank you,

Noah Hawkins  
C: (913) 837-0997  
O: (816) 925-0443  
E: nhawkins@arcflashpro.com

16 South Broadway Street  
Suite 16A  
Louisburg, KS 66053-0842  
Office: 816.925.0443  
[www.arcflashpro.com](http://www.arcflashpro.com)



## COMPANY INFORMATION

City of San Clemente  
Water and Water Reclamation  
380 Avenida Pico, Bldg N  
San Clemente, CA 92672

RE: Invitation # UT 2223-03

Noah Hawkins will be the main point of contact for the City of San Clemente throughout the solicitation process for this RFP. Noah's contact information is as follows:

- email: [nhawkins@arcflashpro.com](mailto:nhawkins@arcflashpro.com)
- cell: (913) 837-0997
- office: (816) 925-0443
- website: [www.arcflashpro.com](http://www.arcflashpro.com)

Electrical Safety Specialists is an LLC corporation. Our company name is often referred to as ESS within the electrical safety industry. We are a national firm with more than a decade of experience dedicated solely to arc flash assessments, NFPA 70E training and other electrical safety services such as thermal imaging and lockout tagout.

ESS has not had any involvement in litigation, mediation nor arbitration within the past 5 years. Furthermore, ESS has not been involved in any litigation, mediation nor arbitration during the existence of the firm. If needed, ESS can obtain a formal statement confirming this.

Our company URL can be found at [www.arcflashpro.com](http://www.arcflashpro.com) where many details about our services can be reviewed.

If chosen as the vendor of choice, Doug Tellin, PM will be the main POC for San Clemente throughout the duration of the project:

- email: [dtellin@arcflashpro.com](mailto:dtellin@arcflashpro.com)
- cell: (816) 868-5294
- office: (816) 925-0443
- website: [www.arcflashpro.com](http://www.arcflashpro.com)





## BACKGROUND AND APPROACH

### A TURN KEY, PEACE OF MIND SOLUTION

Dear Ms Julie Schmidt and selection committee,

Thank you for allowing the team at ESS to provide a proposal for your electrical safety needs. ESS is a 100% self-performing, Service Disabled, Veteran Owned Small Business who provides exceptional service and services to our clients. Our staff and processes are tailored to ensure that the safety of your employees is our #1 focus. Our team has been dedicated to providing electrical safety solutions for a combined 50+ years and our PE has CA license # 23816. Electrical safety is what we do.

Our arc flash solutions are thorough and include a system of checks and balances unmatched within the industry. Let me explain:

- **WE APPLY EVERY LABEL, EVERY TIME.** ESS uses the label application process as an additional review of the data collection, and allows our team to find, record and report to our engineers any updates that may have been made between the collection phase and the label application phase. This also ensures all labels are applied in their correct location. Before we provide the final reports and drawings, we will update them based on any changes or corrections found within the application process. *ESS is the only vendor in the industry who provides this service.*
- **WE PROVIDE UNIQUE AND CUSTOMIZED TRAINING SOLUTIONS FOR EVERY ARC FLASH PROJECT WE CONDUCT.** This ensures your team is aware of the arc flash hazards that are present in your facility(s). This also allows us to provide the proper trainings to the proper individuals. Not all employees need the same type of electrical safety trainings, and we are well versed in providing the correct types. We will educate your employees to ensure they understand the latest NFPA 70E standards as well as how to follow the information on the new applied labels.
- **YOUR STUDY WILL NOT INCLUDE ANY ARBITRARY, RANDOM CUT-OFF POINTS.** All items capable of producing a hazard per IEEE 1584 will be assessed! Without this, your team will be left liable for any assumptions made on a devices' incident energy potential. This is a vital piece to your study.

Our business is founded on a fundamental principle; at our core, we want to help your team create a safer work environment. ESS is built to help your team implement a complete safety solution; from electrical safety program plans, to vendor specific training and arc flash studies (plus a wide array of PM services), our team will build a program that ensures the peace of mind that safety managers strive for.

Thank you,

Noah Hawkins

**Electrical Safety Specialists**

C: (913) 837-0997

O: (816) 925-0443

nhawkins@arcflashpro.com

16 South Broadway Street  
Suite 16A  
Louisburg, KS 66053-0842  
Office: 816.925.0443  
[www.arcflashpro.com](http://www.arcflashpro.com)





## METHODOLOGIES

### SIMPLE BREAKDOWN

In order to complete an arc flash risk assessment that aligns with your solicitation, the project will require a phased approach our pricing will be valid for 120 days):

Phase 1: On-site Collection of Data: 40% of contract amount

- ESS will provide boots on the ground, on-site work to gather the details that make up your electrical system hierarchy
- Thermal Imaging will be conducted, if chosen

Phase 2: System Modeling: 40% of contract amount

- The data used from phase 1 will be the only input data used to build your new system model (unless otherwise discussed)
- New Single Line Drawings will be created from this model

Phase 3: Engineering Analyses

- Engineering work will be completed, including:
  - Short Circuit Analysis
  - Coordination Analysis
  - Incident Energy Analysis
  - Thermal imaging report

Phase 4: Label Application, Change Documentation & Training

- All labels will be applied
- All changes and updates will be documented
- On-site arc flash training will be provided
  - QEW training will also be conducted if chosen

Phase 5: Delivery of Report and Single Line Drawings: 20% of contract amount

- Delivery of Arc Flash report (delivered electronically as pdf)
  - (4) sets of binder copies, as requested in the RFP
- Delivery of single lines (pdf files, along with 3 prints in size D)



## WORKKPLAN

### ARC FLASH RISK ASSESSMENT

Our Arc Flash Risk Assessments are completed in a 5-phase approach to ensure we meet the requirements set forth in your solicitation. With the addition of a 5<sup>th</sup> phase we have found a way to provide a double quality check to help ensure the accuracy of your reports and single lines, and the integrity of the given labels.

#### Phase 1: On-Site Data Collection

ESS will not rely on existing drawings, asset lists or use previous studies as input data for our study. Each of our assessments are created from a new model that we build using SKM software, using only data that we collect and verify while on-site.

Proper data collection includes documentation of wire size, wire length, transformer data, over-current protective devices such as breakers and fuses and other miscellaneous data. Equipment included in our assessment will include main switch gear, panel boards, motor control centers, bus ducts and plugs, control panels, branch panels, disconnects and downstream loads, as required by the NFPA 70E and IEEE 1584.

*Our assessment will NOT include an arbitrary cutoff point such as a 50-amp threshold or equipment below the last distribution point.*

ESS electricians will be required to remove panel covers to expose the details of your equipment. However, shutdown of equipment is usually avoided as we are only observing the equipment and will not be touching the internal pieces in any manner.

#### CLIENT SUPPORT FOR PHASE 1 WORK

- Identify any areas that may have scheduling requirements or special clothing requirements.
- Ensure equipment is labeled per NEC prior to our arrival. These labels identify equipment names and load information.



## Phase 2: System Modeling

Using the data from our on-site data collection, our engineers will model your electrical distribution system in SKM Systems Analysis (ESS also has access to use Easy Power or ETAP, however we recommend SKM). Once the new single line drawings are complete, our PE will review the model to ensure accuracy. If requested, ESS can provide an electronic copy of this model prior to proceeding into the engineering analyses.

## Phase 3: Engineering Analyses

Using this new single-line model and the utility provided fault current information, our team will run a short circuit analysis, and a protective device coordination analysis. Based on these results, our team can then calculate the incident energy analysis to determine the potential hazard at each of the qualified electrical points within your system.

### **SHORT CIRCUIT ANALYSIS:**

A short-circuit analysis of your system will provide a final report with a tabular listing of the available bolted short-circuit current levels at each designated point in the system.

The short-circuit current analysis begins at the point where the local utility provides power and includes all alternative electrical power sources. It continues down through the low voltage terminals of the utility vault transformers, through the main switchgear to the switchboards, panel boards, and motor control centers further downstream. Motors 50 HP and greater will be documented as they may provide fault contribution within the system. The analysis will include industrial control panels as defined by NEC Article 409.09.

### **PROTECTIVE DEVICE COORDINATION ANALYSIS:**

This study analyzes the fault current levels in the system in regard to the operating characteristics of the overcurrent protective devices at the designated points in the system. The arc flash hazard level is directly related to the opening time of the overcurrent protective device protecting the faulted circuit. Therefore, the fuse and circuit breaker parameters have a dramatic impact on the potential arc flash hazard as they affect the arc flash incident energy and flash protection boundary calculations.

The overcurrent protective device time current characteristic must be known from the main service entrance overcurrent protective device(s) at each service entrance equipment location continuing downstream to include all of the switchgear, switchboards, and panel boards.



### **SELECTIVE COORDINATION:**

The electrical system's overcurrent devices were evaluated for selective coordination for the arcing faults associated with the Arc Flash incident energies in this report. This report evaluates trip times for backup protective devices beyond the branch containing the first protective device. Two conditions must be satisfied for the upstream backup protective device to be reported instead of the immediate protective device.

- Condition 1: The immediate protective device must carry 5% or more of the Cleared Fault Threshold value multiplied by the total bus fault current.
- Condition 2: The upstream backup protective device must trip faster and carry a fault current that is bigger or equal to the Cleared Fault Threshold value multiplied by the fault current through the immediate device.

This coordination evaluation only pertains to fault values that affect the incident energy calculations for an Arc Flash Risk Assessment.

### **ARC FLASH EVALUATION DETAIL:**

The Arc Flash Assessment will be conducted under the supervision of a licensed Professional Electrical Engineer with extensive experience in Arc Flash and Power system studies.



The Arc Flash Evaluation will be conducted using the Short Circuit Study and Protective Device Coordination Study results gathered in the previous steps. The arcing fault current through the protective devices is calculated from the bolted fault value and used to automatically find the time duration of the arc from the time current coordination (TCC) curves. Based on this information, the approach (shock) boundaries, incident energy and arc flash boundary are calculated for each designated location in the power system following the NFPA 70E and IEEE 1584 standards. Series ratings of breakers and other equipment that is not gathered during arc flash assessment is not included in this proposal.

Once the incident energy is calculated at each designated location, the corresponding personal protective equipment (PPE) can be specified in conjunction with the NFPA 70E guidelines. Incident energy levels and the corresponding PPE may be reduced by methods such as adjusting circuit breaker settings or by changing current-limiting fuses and circuit breakers.

The arc flash hazard results are based on industry-accepted engineering calculations from NFPA 70E, "Standard for Electrical Safety in the Workplace" and IEEE 1584a, "Guide for Performing Arc-Flash Hazard Calculations."

**LABEL CREATION:**

Once the engineering analyses have been completed and the incident energy levels have been calculated, ESS will create an arc flash label for every necessary device in your facility. The values provided on each of the labels will be unique to that device and will be based on that device's specific calculations. If the device is fed from various enclosures, our label will represent the worst case scenario for that particular item. The below label is a representation of what our thermal-transfer label looks like:

 <h1 style="margin: 0;">WARNING</h1> <p style="margin: 0;">Qualified Persons Only</p>	
<h2 style="margin: 0;">Arc Flash and Shock Hazards</h2>	
<h3 style="margin: 0;">6.59</h3> <p style="margin: 0;">cal/cm<sup>2</sup> @ 1 ft. 6 in.</p>	<p style="margin: 0;"><b>Arc Flash Protection Boundary</b></p> <h3 style="margin: 0;">4 ft. 1 in.</h3>
<p>Recommended (minimum) PPE:  <b>Arc-Rate (AR) Clothing &gt;= cal/cm<sup>2</sup>, Long Sleeve Shirt and Pants or Coveralls; AR Face Shield &amp; Balaclava; AR Outerwear as Needed (e.g. Jacket); Voltage Rated Gloves w/ Leather Protectors; Hard Hat; Safety Glasses; Hearing Protection; E-Rated Leather Footwear</b></p>	
<p><b>480 VAC</b>  <b>00</b>  <b>3 ft. 6 in.</b>  <b>1 ft. 0 in.</b></p>	<p><b>Shock Hazard</b>  <b>Glove Class</b>  <b>Limited Approach (Qualified Persons)</b>  <b>Restricted Approach</b>  <b>(Voltage Rated Gloves and Tools)</b></p>
	
<p><b>Location: PNL PP-1</b></p>	<p><b>Prepared: July 2022</b>  <b>Job #: 9999</b></p>

**Phase 4: FINAL REVIEW AND UPDATES**

One of the most vital pieces of any arc flash risk assessment is the delivery and application of the labels. ESS has taken the bar to another level in two distinct ways to help make your assessment more practical for your employees. Nobody else in the industry offers both of these procedures; procedures that make our assessment the most comprehensive study available:

- Things change in your facility; machines are added, moved, retro-fitted. Some additions require more electrical equipment. So consider this... ESS applies every label, every time, conducting a double check of your system model along the way. ESS waits until after the label application to deliver your final report and single lines. This practice allows us to capture, report and deliver up-to-date studies, drawings and calculations.
- Your arc flash report is only helpful if the employees who interact with electrical devices put into practice the procedures necessary to protect them from the hazards. Our training programs are carefully designed to incorporate your model, your hazards and solutions that your employees can apply to their immediate tasking.



## Phase 5: DELIVERY OF REPORT AND SINGLE LINE DRAWINGS

This is one of the key steps that will separate ESS from the competition.

*Upon completion of label delivery, all found alterations to your electrical system will be reported to our engineers for a final update to your study.* Other firms may say they have the same capability upon request, but our field technicians are trained to follow the newly created single line drawings and specifically look for updates to the systems, along with any possible oversites from the original collection. This extra step is a service provided to all our clients which ensures the highest quality product to our clients.

Once those changes have been recorded and the necessary updates have been made, the final single lines will be printed off and mailed to your team. Our drawings will be provided on "D" sized engineering paper. 3 copies of these drawings will be provided, along with a USB drive which includes an electronic copy of your arc flash report. If your team would like a hard copy of the arc flash report, please be sure and notify your ESS contact of the request.

## COMPLETE LIST OF ARC FLASH DELIVERABLES

Below is a comprehensive list of arc flash deliverables that you will receive from ESS:

- Arc Flash Labels on all equipment as identified by NFPA 70E and IEEE 1584
  - 100% printed and applied by ESS technicians
- Fresh arc flash single line drawings, specific to each facility and created using input data solely from our own data collection tasking to ensure accuracy
- Arc Flash Reports
- Arc Flash Risk Assessment 4-hour Awareness Training

## MANAGING YOUR STUDY – KEEP IT UP-TO-DATE!!

The NFPA 70E mandates that your incident energy analysis be reviewed for accuracy at intervals not to exceed 5 years. The intent of this statement *does not* require that your team have a complete assessment conducted every 5 years, but rather that your team update your report, drawings and labels based on the changes that have taken place. And changes happen; your facility likely expands in some areas, downsizes in other areas, etc. Every change you make will have an impact on the integrity of the arc flash labels throughout your facility. And we can help you manage those changes! We will work with you to implement a system to allow your report to stay updated on an annual basis for pennies on the dollar.

### DESCRIPTION

A qualified person is identified as "One who has demonstrated skills and knowledge related to the construction and operation of electrical equipment... and has received safety training to identify the hazards and reduce the associated risk."

NFPA 70E regulations mandate that all qualified personnel who work on electrical equipment "*demonstrate*" their ability to perform the tasks required of them, while properly using PPE. This course will provide the platform for your employees to perform these tasks while our team oversees and educates them on safe work practices.

Each attendee will have a booklet printed specific to their training with photos taken while the attendee progresses through the training. This booklet should be kept on file for future reference to trainings and qualifications.

### DETAILED OUTLINE

#### Documentation of Training

- Hands-on Exam
- Printed handbook for each individual

#### Hands-on Training

- Demonstration of skills
- Proper voltage testing procedures
- Seamless, worry-free documentation of training

#### Incident Energy Analysis

- Dynamics of an Arc Flash
- Arc Flash Category vs. Incident Energy numbers
- Interpretation of arc flash labels
- Protection Boundaries
- Who it impacts

#### Shock Hazards

- Shock boundaries
- Shock protection
- Requirements for shock hazard analysis

#### Release of Victims

- Isolation of power source
- Demonstration of physical release

#### Electrical Safe Work Condition

- Principals of Lockout Tag-out
- Performing LOTO exercises

#### Personal Protective Equipment

- Don Doff exercises (and documentation) for Arc Flash PPE and gloves
- Care and maintenance of your PPE
- Outer layers and under layers
- Field testing of voltage rated gloves

#### Hands-on Meter Demonstration

- Selection and use of meters
- Use of test leads

#### Insulated Tools and Equipment

- Testing requirements
- Voltage Rated Tools
- Voltage Rated Gloves

Create a culture that ***ENCOURAGES*** electrical safety!

- We will show you the first steps to take!
- We will tell you what key players to involve and how they can play a crucial role
- Evolution of the electrical worker and NFPA 70E





## BIO: Doug Telling, PM (Main POC for San Clemente)

### *Summary:*

After a rewarding 13 year career working as a master electrician, Doug left his career to follow his true passion in electrical safety. Doug began working for an electrical safety firm where he developed electrical safety training curriculum, building safety program plans and was placed in charge of field operations for arc flash risk assessment involving thousands of facilities in North America and abroad.

After several years in the electrical safety field, Doug saw an opportunity to adapt what the industry was lacking. Using his expertise from both his master electrician career and his time as a leader at another firm, Doug partnered to open ESS. Doug envisioned a firm that did not cut corners, was 100% transparent with clients and ultimately provided clients with a work environment built with electrical safety priorities.

### Professional Experience:

**Training and Public Speaking:** Doug has developed, implemented and trained personnel ranging from machine operators to university instructors. Doug commonly speaks at national tradeshow, client hosted seminars and regional conferences. Doug also presents NFPA 70E training classes to national and local clients on a regular basis. His presentation skills, as shown in client feedback, are the best in the business.

**Arc Flash Risk Assessments:** Doug is responsible for developing industry leading tactics for data collection when arc flash hit the scene nearly 20 years ago. Since then his teams have adapted and continue to use and develop procedures as needed. His arc flash experience entails everything from hospitals, power generation facilities, distribution warehouses, office and retail buildings, as well as university and campus projects. With his broad background in electrical and electrical safety, Doug is well versed in what is necessary to perform an arc flash assessment. Doug is also a Level II thermal imaging thermographer.

## BIO: Greg Windisch, Senior Field Operations Manager

### *Summary:*

As the Senior Field Operations Manager, Trainer and Safety Consultant for ESS, Greg ensures the clients receive the electrical safety details they need create a electrical safe work environment, while ensuring ESS personnel are trained, equipped and trained to perform the tasking correctly.

Greg's career started in the US Marine Corp as a sniper / sniper instructor with 2 tours in Iraq, after which he started an 11 year career in the electrical field. His experience included installation and design of commercial, industrial and institutional electrical installations, in which he oversaw numerous large electrical construction projects in the Midwest. Greg left his career as an electrician to begin one in electrical safety and began working for ESS over a decade ago.

Greg was a member of the NJATC / IBEW 124 and completed an apprenticeship at Metropolitan Community College. Greg is an authorized American Red Cross / AED Instructor and his affiliations include member of the NFPA and IEEE organizations.



## BIO: Matthew Herrmann; PE, Engineering Manager

Matt is the Engineering Manager and lead PE for ESS. He over sees the day-to-day engineering operations while also performing arc flash hazard analysis studies and developing/improving processes and procedures.

Prior to joining the ESS team, Matt worked for Kiewit as a Lead Electrical Engineer. During his time with Kiewit, Matt worked with various project teams to design and build combined-cycle generation facilities, along with other high-profile projects, under the Engineer, Procure, Construct (EPC) model. Matt was a support Electrical Engineer for several projects, eventually working his way up to Lead Electrical Estimator, and then Lead Electrical Engineer. Matt received his initial Professional Engineering license in 2017 and is currently registered in eight states. He holds a Bachelor of Science degree in Electrical and Computer Engineering from the University of Missouri – Kansas City.

Matt is an avid disc golfer and lives with his wife and two children in Kansas City.

## BIO: Noah Hawkins; Director, Business Development

Noah is the business lead for ESS, overseeing tasking associated with marketing, client interactions, prospecting and conference presence. Noah began working directly within the NFPA 70E industry in 2014 as a sales associate before joining ESS in his current capacity in 2019. Prior to 2014 Noah began working in the electrical field as a contractor for NAVAIR at NSWC, Naval Surface Warfare Center at the Crane Naval Branch.

Noah holds multiple degrees, including a Bachelor of Science degree in Business from Indiana State University with a minor focus in marketing. Noah is an avid golfer and has been an assistant high school basketball coach since 2010, residing in southern Indiana with his wife and two children.



## RELEVANT EXPERIENCE

Our arc flash and training client base at ESS is unique in that we have worked in nearly every industry on a national level.

Our technicians and engineers have worked on medical campuses large and small; in multi-million square foot buildings to the smallest of service buildings. We have experience working with municipalities and water districts, local medical facilities and campuses, government buildings, and public transportation hubs. Personally, Noah has managed several very large entities such as the City of Newport News where he helped manage a 2-year long arc flash project that included incident energy studies on more than several hundred government owned properties.

Below is a condensed list of just a few of the hundreds of clients, for whom ESS has completed thousands of electrical safety services for:

- Cardinal Glass
  - National client, including facility in Galt, CA
- HRL Laboratories in Malibu, CA and Camarillo, CA
- University of Missouri
- GenPak
- City of Naperville, IL
- City of Corpus Christi, TX
- Hermes - Beverly Hills, CA
- Steris
  - National client, including sites in San Diego (2), Temecula, and Petaluma, CA
- Cepheid - Lodi, CA
- Ready Pac - Irwindale, CA
- Travis Air Force Base, Beale AFB, Nellis AFB, Edwards AFB
- Several VA hospitals
- Bonduelle - Irwindale, CA
- ConAgra Foods - National client
- National Center for International Schools - San Francisco, CA
- Architect of the Capitol
- Estee Lauder
  - National client, including facility in Rancho Dominguez, CA
- Cargill
- United States Geological Survey; multiple sites





## ARCHITECT OF THE CAPITAL (AOC)

ESS was recently selected as the firm of choice by AOC to oversee their electrical safety program from start to finish in all of their facilities on Capitol Hill. Here is a list of just a few of the facilities owned by AOC in Washington DC:

- Capitol Building
- Capitol Visitor Center
- (7) Congressional Office buildings
- Library of Congress
- United States Supreme Court Building
- United States Botanic Garden
- Thurgood Marshall Federal Judiciary Building
- Capitol Power Plant
- House and Senate page dormitories
- United States Capitol Police HQ

The tasking given by AOC for ESS was based on recent findings of inconsistencies within AOC owned properties. Various buildings had addressed different projects and each property had chosen their own path in which to complete different aspects of their electrical safety needs. The end result was a conglomeration of inconsistent deliverables lacking substance and/or ownership and oversights on key project pieces.

As a result, AOC was put in a position where they needed a fully comprehensive electrical safety program plan for the overarching community of buildings which they owned. After a nationwide vetting process in which they sought after the most qualified firms to create their program, ESS was selected as AOC's vendor of choice to complete this project for them. ESS was tasked to complete audits at each of the AOC facilities and has begun conducting various assessments, including but not limited to the arc flash risk assessments and trainings.

The project at AOC was a 6-month process that helped better position AOC to better understand the standards, identify the hazards presented to them per building and helped them to further mitigate those electrical hazards and safety concerns.

Reference from Architect of the Capitol:

- Leonard U Mbuko; Supervisor, Safety Engineering
  - D: (202) 227-7239
  - M: (661) 916-2307
  - E: udo.mbuko@aoc.gov

# City of San Clemente, CA

## References Worksheet

- Each of these projects were completed using the same project team members as laid out in the Key Personnel section of our proposal.

### Reference #1

**Company Name:** City of Naperville  
**Address:** 400 S Eagle St  
**City, State, Zip:** Naperville, IL  
**Contact Name:** Joe King  
**Telephone #:** (630) 420-6740  
**Type of Work:** AF, IR Scan, Program Plan & Training  
**Start Date:** August, 2019, \$70,000

### Reference #3

**Company Name:** State of Washington - DES  
**Address:** 1500 Jefferson St, PO Box 41476  
**City, State, Zip:** Olympia, WA  
**Contact Name:** Bob Willyerd  
**Telephone #:** (360) 407-8497  
**Type of Work:** Arc Flash, IR, Program Plan, Training  
**Start Date:** MAR '20- OCT '20; \$850,000

### Reference #5

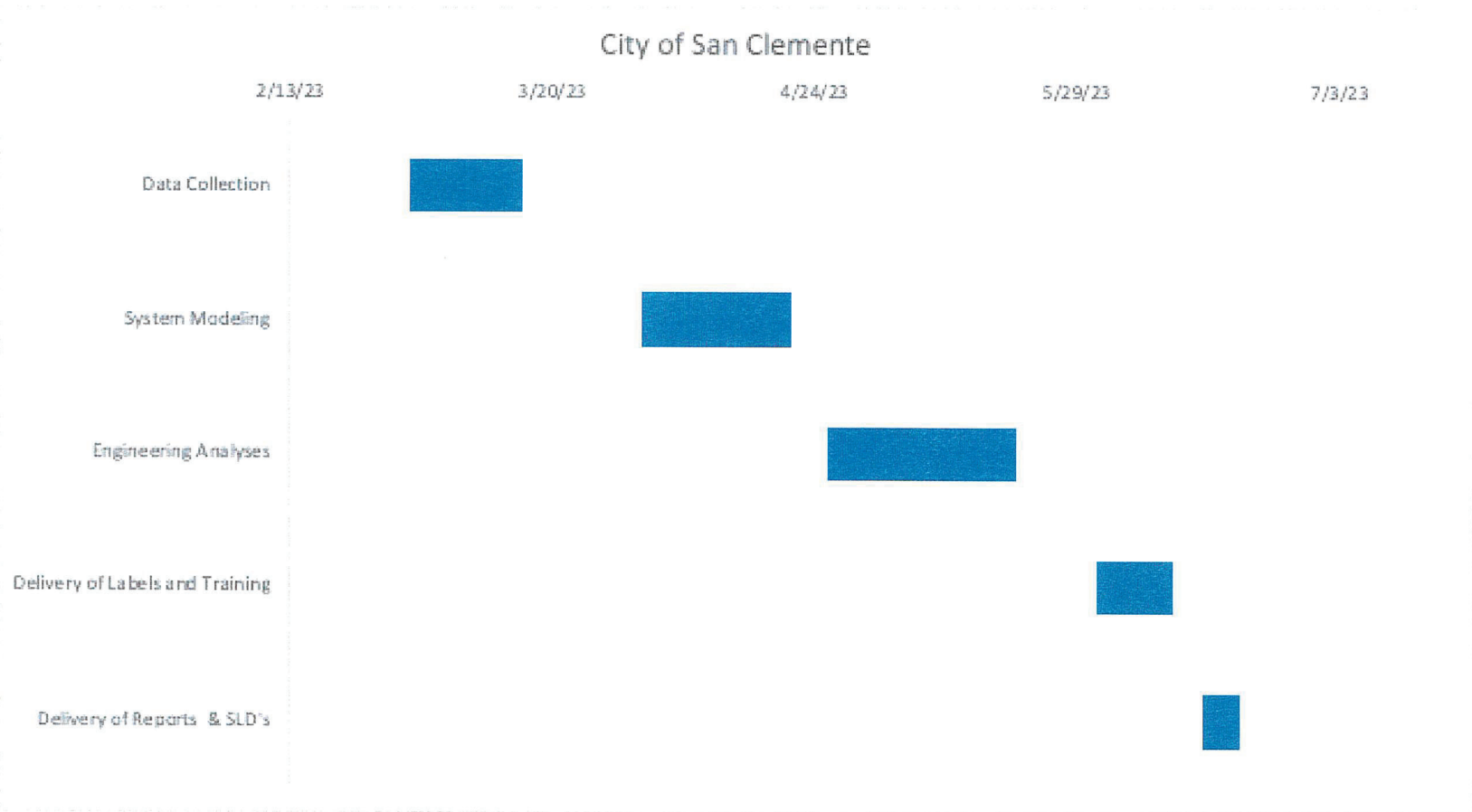
**Company Name:** Springbrook Water District  
**Address:** 3712 Plainfield-Naperville Rd  
**City, State, Zip:** Naperville, IL  
**Contact Name:** Robert Yagoda  
**Telephone #:** (630) 514-8283  
**Type of Work:** Arc Flash, IR Scan and Training  
**Start Date:** January 2020, \$24,000

### Reference #2

**Company Name:** Architect of the Capitol  
**Address:** Numerous locations  
**City, State, Zip:** Washington D.C.  
**Contact Name:** Leonard U Mbuko; Supervisor, Safety Engineering  
**Telephone #:** D: (202) 227-7239  
**Type of Work:** Electrical Safety Gap Analysis/Training  
**Start Date:** 8/2019 (and newly awarded), \$150,000

### Reference #4

**Company Name:** Garmin International  
**Address:** 1200 W 151st St  
**City, State, Zip:** Olathe, KS  
**Contact Name:** Tracey Gentile  
**Telephone #:** (913) 440-2463  
**Type of Work:** QEW Training and Written Program  
**Start Date:** Summer '20, Spring '21. \$47,000





## COST DATA

### ARC FLASH STUDY

Field Technician	\$125	72 hours	\$ 9,000.00
Engineer	\$165	80 hours	\$ 13,200.00
Administration	\$ 65	32 hours	\$ 2,080.00
Project Manager	\$150	36 hours	\$ 5,400.00
Expenses			\$ 5,922.00
Fees			\$ 3,150.00
Total Investment			\$ 38,752.00

### VALUE ADDED SERVICES

Thermal Imaging	\$ 8,250.00
NFPA 70E Training	\$ 2,400.00
Qualified Electrical Worker Training	\$ 5,400.00





## STATEMENT OF COMPLIANCE

This proposal is in strict compliance with the Request for Proposal and Draft Agreement except for the items listed.

REQUIREMENT: The Consultant must be able to begin work within 15 working days after award of contract and must be able to maintain the level of effort required to meet the proposed schedule.

1. The suggested change in the RFP or rewording of the contractual obligations.

*ANSWER: The nature of our industry and the daily schedule / calendar changes that occur make this requirement very difficult to meet. We will not know for sure until we are notified to schedule this project what our lead time will be.*

2. Reasons for submitting the proposed exception or change.

*ANSWER: Our reasoning for submitting this exception is to provide the City of San Clemente with early notification that we aren't certain we can meet this requirement. Our lead times typically exceed 15 days, however we will work with you to do our best to begin as soon as our schedule allows.*

3. Any impact the change or exception may have on project costs, scheduling or other considerations.

*ANSWER: This exception will have no impact on project costs, however the bigger question here is completion date. If we cannot meet the 15-day requirement to begin this project, we will work to expedite the other phases of the project to make up for it.*



## CLIENT SUPPORT

Your support of our team throughout the project is key to a safe, successful and comprehensive assessment. Below are a few key areas in which we will need your support:

- Your utility provider will be responsible for providing us with utility information as needed.
- Our on-site work will require an experienced facility escort to guide our team through the facility as we perform on-site work. The escort does not have to be an electrician or maintenance individual; anyone familiar with the layout of the facility who has access to all potentially locked areas and knowledge of the electrical equipment will suffice.
- If you have bus duct or other elevated equipment, we will need access to a ladder and/or lift. If your team does not have these or does not permit their use by contractors, our team will arrange for rental equipment as needed.

## TERMS AND CONDITIONS

- Pricing given on page 3 of this proposal includes all expenses and other costs related to this project.
- All service requiring additional expenses such as lift fees, specialized training requirements, utility information fees, etc. will be a passthrough cost only at the completion of the project.
- Any equipment labeled as "Dangerous" per a previous assessment will not be opened as safety precautions for our team is not available. We will work with your team to collect this information as necessary.
- All pricing is based on client provided information unless otherwise noted. If given data is inaccurate, ESS will continue work to complete service on the given data. We will discuss requirements needed to complete work on additional equipment.
- Payment terms for all invoices are Net30. If your team uses other Net terms, please let us know prior to finalizing pricing.
- Any service canceled within 30 days of scheduled service will incur a \$500 cancellation fee. Any projects postponed within 30 days may also incur a fee, however the cost will be a rescheduling pass-thru cost only.
- All services including training, data collection, etc. are scheduled to occur on weekdays during normal business hours (6am-6pm). Under normal conditions, our team will expect to work for 10-hour days. If work is required on weekends or during off-shift hours, please let us know and we will plan to accommodate as needed.
- This quote is valid for 120 days.

16 South Broadway Street  
Suite 16A  
Louisburg, KS 66053-0842  
Office: 816.925.0443  
[www.arcflashpro.com](http://www.arcflashpro.com)

WORKER'S COMPENSATION INSURANCE CERTIFICATION

**WORKERS' COMPENSATION DECLARATION**

I hereby affirm under penalty of perjury one of the following declarations:

**(ONE OF THE BOXES BELOW MUST BE CHECKED)**

I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier \_\_\_\_\_

Policy Number \_\_\_\_\_

I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of San Clemente and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

**WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.**



## AGREEMENT OF SERVICES

City of San Clemente, CA agrees to the given proposal provided by ESS on December 15, 2022.

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

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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