



AGENDA ITEM # 10A

**AGENDA ITEM EXECUTIVE SUMMARY
Village Board Meeting
October 14, 2019**

Item Title: **Arc Flash Analysis Consultant Selection**

Staff Contact: Brian Joanis, Administrative Intern

VILLAGE BOARD ACTION

Adopt a resolution authorizing the Mayor to execute a contract between the Village of Roselle and Power System Engineering, Inc. for the Arc Flash Analysis of four Village administration buildings.

Executive Summary:

The adopted FY19 Budget includes funds for an Arc Flash Analysis to be conducted at each of the four (4) Village administration buildings: Village Hall, Fire Department, Police Department, and Public Works. The Arc Flash Analysis follows the direction of the Village's risk management agency (IRMA), OSHA standards in conjunction with NFPA 70E, and the National Electrical Code adoption of safe work standards and requirements for personnel safety when working on and near energized lines or equipment. The Arc Flash Analysis is designed to determine arc boundary, incident energy at a working distance, and Personal Protective Equipment (PPE) that employees and contractors within the arc flash boundary shall use at each building. The Arc Flash Analysis process consists of detailed modeling of the power distributions at each building, a survey of all protective device settings, short circuit calculations, arc flash incident calculations, and a final arc flash report with printed labels.

Staff received proposals from four (4) engineering firms to provide the Village with an Arc Flash Analysis for the aforementioned buildings and additional services including onsite data collection, the printing and assisted installation of labels at each location, and an onsite presentation of the final accepted arc flash report with interactive training for Village employees. It is staff's recommendation that the additional services are adopted into the general scope of the project to ensure all necessary data is collected and included in the Arc Flash Analysis to produce the most accurate and detailed report. Village employees will also receive professional training which will reduce the risk of potential incidents caused by shock and arc flash hazards. The pricing of each proposal and the aforementioned additional services are as follows in alphabetical order:

Engineering Firm	Arc Flash Study	Additional Services	Total Cost
Power System Engineering, Inc.	\$14,800	\$5,000	\$19,800
MKD Electric	\$17,345	\$4,450	\$21,795
Clark Dietz	\$19,500	\$5,500	\$25,000
Stanley Consultants, Inc.	\$24,900	\$8,000	\$32,900

Staff recommends the contract for service be awarded to Power Systems Engineering, Inc. (PSE). PSE submitted the lowest proposal and is a qualified engineering firm which has performed engineering studies in communities such as St. Charles and Naperville. Staff anticipates the entire project will be completed within a two (2) month schedule mutually agreed upon by both parties upon awarding of the contract. Staff will work with PSE to provide all available documents, diagrams and data pertinent to the project. In addition, building personnel will be made available to assist with the onsite visit of each location for data collection purposes.

Implications:

Is this item budgeted? Yes. \$11,000 is included for the Arc Flash Study split between each department’s contractual accounts in the General Fund and the Water/Sewer Operating Fund. The additional \$8,800 will be incurred from the same accounts.

Any other implications to be considered? The FY19 budget includes an additional \$28,200 for an Arc Flash Analysis to be conducted at the Devlin & Botterman WWTP and Lift Stations. The Arc Flash Analysis for these locations will be conducted in FY20 due to ongoing capital improvement projects that involve the replacement and installation of new electrical distribution equipment.

Attachments:

- Resolution
- Contract
- Power System Engineering Proposal

RESOLUTION 2019-

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE VILLAGE OF ROSELLE AND POWER SYSTEM ENGINEERING, INC FOR THE ARC FLASH ANALYSIS OF FOUR VILLAGE ADMINISTRATION BUILDINGS

WHEREAS, the Village of Roselle is an Illinois municipal corporation located in DuPage and Cook Counties, Illinois (hereinafter "Village"); and,

WHEREAS, Power System Engineering, Inc. is a professional services company with offices located at 1532 W. Broadway in Madison, Wisconsin (hereinafter the "Consultant"); and,

WHEREAS, the Mayor and Board of Trustees of the Village deem it in the best interests of the Village to enter into an Agreement with Power System Engineering, Inc. for the tasks related to performing the services described in Exhibit A which is attached hereto and incorporated herein as fully set forth, and,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois, that:

1. The foregoing recitals are incorporated herein as substantive provisions; and,
2. The Mayor is hereby authorized to execute that certain "Contract for Professional Services" between the Village of Roselle and Power System Engineering, Inc. which is attached hereto and incorporated herein as fully set forth as "Exhibit 1"; and,
3. Staff is hereby authorized to perform those tasks necessary to effectuate the terms of the Agreement.

ADOPTED THIS 14th day of October 2019.

AYES:

NAYS:

ABSENT:

VILLAGE OF ROSELLE:

Andrew J. Maglio
Mayor, Village of Roselle, Illinois

ATTEST:

Patricia E. Burns
Clerk, Village of Roselle, Illinois

**CONTRACT BETWEEN THE VILLAGE OF ROSELLE AND POWER SYSTEM
ENGINEERING, INC. FOR PROFESSIONAL SERVICES**

THIS CONTRACT is made and entered into by and between the Village of Roselle, an Illinois Municipal Corporation (hereinafter the "Village"), and Power System Engineering, Inc., an Illinois corporation (hereinafter "PSE" or "Consultant").

WITNESSETH

WHEREAS, the Village of Roselle is an Illinois municipal corporation located in DuPage and Cook Counties, Illinois (hereinafter "Village"); and,

WHEREAS, PSE is a professional services company with offices located at 1532 W. Broadway in Madison, Wisconsin; and,

WHEREAS, the Mayor and Board of Trustees of the Village deem it in the best interests of the Village to enter into an Agreement with PSE to perform the services described in "Exhibit A"; and,

NOW, THEREFORE, in consideration of the mutual promises, terms, and conditions set forth herein, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as substantive provisions.
2. Scope of Services. Consultant shall perform the services described in its proposal dated July 26, 2019, which is attached hereto and incorporated herein as if fully set forth as Exhibit A, hereinafter the "Work." If any portion of this Agreement is inconsistent with Exhibit A, this Agreement shall control but only to the extent of such inconsistency.

3. Standard of Care. Consultant represents and warrants that it shall perform the Work in a manner consistent with the level of care and skill customarily exercised by other professional consultants under similar circumstances at the time the services are performed.
4. Compensation. The total amount to be paid to the Consultant for the Work shall not exceed the sum of up to \$19,800. The Village shall pay the Consultant in accordance with the proposed project budget as outlined in Exhibit A.
5. Additional Services. Consultant shall perform only those services specified herein. In the event Consultant or the Village determines that additional services are required to complete the project, such additional services shall not be performed unless directed in writing by the Village. Payment for additional services shall be as mutually agreed upon by the parties.
6. Hold Harmless and Indemnification. Consultant shall indemnify, defend and hold harmless the Village its elected and appointed officials, directors, officers, employees, and agents harmless from and against any and all costs, losses, liabilities, claims, demands, damages, fines, penalties, and expenses proximately caused by the firm's negligence or misconduct related to conducting the project and work program described in Exhibit A, including but not limited to, reasonable attorneys' fees and costs of litigation, and all causes of action of any kind or character, except to the extent that such matter arises [or may be alleged to have arisen] from any of the following:

- a) The Village's breach of any term, provision, warranty, standard or requirement of this Agreement;
- b) The willful misconduct of the Village, its employees, agents, representatives, and subcontractors.
- c) In the event that any claim for indemnification hereunder arises from the actionable misconduct of both the Consultant and the Village the parties agree that any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses shall be apportioned between the parties on the basis of their comparative degrees of fault.

Nothing in this hold harmless and indemnification section shall be interpreted to waive, release or otherwise compromise in any manner any common law or statutory privilege or immunity of the Village; all such immunities and privileges being specifically reserved in full. There are no third-party beneficiaries of this Agreement.

- 7. Insurance. Unless otherwise authorized in writing by the Village Administrator, Consultant shall maintain during the term of this Contract insurance coverage which will satisfactorily insure Consultant and, where required the Village, against claims and liabilities which may arise out of the services referred to in this Contract. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the Village. This insurance coverage shall include, but not necessarily be limited to, the following:

- a) Worker's Compensation insurance with limits as required by the applicable statutes of the State of Illinois. The Employer's Liability coverage under the Worker's Compensation policy shall have limits of not less than \$500,000 each accident/injury; \$500,000 each employee/disease; \$500,000 policy limit.
- b) Commercial general liability insurance protecting Consultant against any and all public liability claims which may arise in the course of performance of this Contract. The limits of liability shall be not less than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall provide "occurrence" based coverage and shall include contractual liability coverage and an endorsement naming the Village as an additional insured.
- c) Commercial automobile liability insurance covering Consultant's owned, non-owned and leased vehicles which protects Consultant against automobile liability claims whether on or off the Village's premises with coverage limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

- d) Umbrella or Excess liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit. The Umbrella or Excess coverage shall apply in excess of the limits stated in subparagraphs (b) and (c) above and shall either include an endorsement naming the Village as an additional insured or provide “following form” coverage for the primary insurance.
- e) Professional liability insurance with limits of not less than \$1,000,000 per claim covering Consultant against all sums which Consultant may become obligated to pay on account of any liability arising out of performance of the professional services for the Village under this Contract when caused by any negligent act, error or omission of Consultant or of any person employed by Consultant or any others whose actions Consultant is legally liable. The professional liability insurance shall remain in force for a period of not less than four years after the completion of the services to be performed by Consultant under this Contract.

8. Evidence of Insurance. Consultant shall furnish the Village with a certificate of insurance and, upon the Village’s request, copies of all insurance policies and endorsements thereto evidencing the coverage stated above. The Village shall be named as an “additional insured in the coverages required by Section 7b and d of this Contract. The insurance certificates and policies shall provide that no cancellation or modification of the policies shall occur

without at least 30 days' written notice to the Village. Consultant shall not commence any services under this Contract until evidence of the required insurance is received and approved by the Village.

9. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, rules and regulations, and with all Village ordinances, rules and regulations now in force or hereafter enacted in the performance of the Work.
10. PSE Representations and Warranties. In connection with this Agreement, PSE represents and warrants that:
 - a) It is ready, willing and able to perform, and will perform, the Services in accordance with this Agreement; and,
 - b) It is duly authorized to do business in Illinois, with power and authority to conduct its business as contemplated by this Agreement; and,
 - c) All necessary corporate, regulatory, or other similar action has been taken to authorize and empower PSE to execute, deliver, and perform this Agreement, and the person executing this Agreement on behalf of PSE is duly authorized to do so; and,
 - d) No proceeding of any kind, including, without limitation, litigation or arbitration, judicial or administration, is pending or threatened against or contemplated by PSE which would under any circumstance have any material adverse effect on the execution, delivery, performance or enforceability of this Agreement; and,

- e) No Delinquent Taxes. PSE represents and certifies that it is not barred from contracting with a unit of state or local government as a result of a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless PSE is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax, or has entered into an agreement with Department of Revenue for payment of all taxes due and is currently in compliance with that agreement, as set forth in 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq; and,
- f) No Collusion. PSE represents and certifies that it is not barred from contracting with a unit of state or local government as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 et seq. PSE represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Client prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that PSE has, in procuring this Agreement, colluded with any other person, firm, or corporation, then PSE shall be liable to the Client for all loss or damage that the Client may suffer, and this Agreement shall, at the Client's option, be null and void; and,

- g) Sexual Harassment Policy. PSE represents and certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 755 ILCS 5/2-105(A)(4); and,
- h) Patriot Act (USA Freedom Act) Compliance. PSE represents and warrants to the Client that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly for or on behalf of a Specially Designated National and Blocked Person. PSE further represents and warrants to Client that PSE and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. PSE hereby agrees to defend, indemnify and hold harmless the Client, its corporate authorities, and all Village of Roselle elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection; and,

- i) Anti-Discrimination Laws. PSE represents and warrants that it shall comply with all federal and state laws prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and,
- j) Americans with Disabilities Act. PSE represents and warrants that it shall utilize standards and/or methods that do not discriminate against the disabled in compliance with the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq; and,
- k) Public Works Employment Discrimination Act. PSE represents and warrants that it shall comply with all conditions and requirements of the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq; and,
- l) Drug Free Workplace Act. PSE represents and warrants that it shall comply with all conditions of the Illinois Drug Free Workplace Act, 30 ILCS 580/3 et seq; and,
- m) Gramm-Leach-Bliley Act. PSE represents and warrants that it shall comply with all conditions and requirements of the Gramm-Leach-Bliley Act, also known as the Financial Modernization Act of 1999, 15 U.S.C. § 6801 et seq., 16 C.F.R. § 313.1 et seq., 16 C.F.R. § 314.1 et seq.; and,

- n) Illinois Identity Protection Act. PSE represents and warrants that it shall comply with the Illinois Identity Protection Act, 5 ILCS 179/1 *et seq.*, which requires the protection of social security numbers; and,
- o) Illinois Personal Information Protection Act. PSE represents and warrants that it shall comply with the Illinois Personal Information Protection Act, 815 ILCS 40/1 *et seq.*, and,
- p) HITECH/HIPAA. PSE represents and warrants that it shall comply with the Health Information Technology for Economic and Clinical Health (HITECH) Act, 42 U.S.C. §300 jj *et seq.*; § 17901 *et seq.*; and the Health Insurance Portability and Accountability Act (HIPAA), codified in scattered sections of Title 42 U.S.C.; 45 C.F.R. parts 160 and 164; and,
- q) Freedom of Information Act. The PSE shall within four (4) business days of the City's request, provide any documents in its or its subcontractor's possession related to this Agreement which Client is required to disclose to a requester under the Illinois Freedom of Information Act ("FOIA"). This provision is a material covenant of this Agreement. PSE agrees to not apply any costs or charge any fees to Client regarding the procurement of records required pursuant to an FOIA request. Should PSE request that Client utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, PSE agrees to pay all costs connected therewith (such as reasonable attorneys' fees and witness fees, filing

fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. PSE agrees to defend, indemnify, and hold harmless the Village of Roselle, and agrees to pay all costs in connection therewith (such as reasonable attorneys' and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by PSE's request to utilize a lawful exemption to the Client. *Every subcontract shall include a provision binding the subcontractor to this provision.*

11. Control of Services. Consultant is an independent contractor in the performance of the work. The Village shall not be responsible for or have control over the means, methods, techniques or procedures with respect to the performance by Consultant of the services in this Contract.
12. Termination of Contract. If Consultant fails to perform according to the terms set forth herein, the Village may terminate this Contract upon seven days' written notice to Consultant. In the event of a termination, the Village shall pay Consultant for the services performed and expenses incurred as of the effective date of termination, less any sums attributable, directly or indirectly, to Consultant's breach. The written notice required under this paragraph shall be either (a) served personally during regular business hours; (b) served by facsimile during regular business hours; or (c) served by certified or registered mail, return receipt requested, addressed to the

address listed at the end of this Contract with postage prepaid and deposited in the United States mail. Notice served personally or by facsimile transmission shall be effective upon receipt, and notice served by mail shall be effective upon receipt as verified by the United States Postal Service. The Village may terminate this agreement in writing with cause at any time, or without cause upon 14 days written notice. In the event of non-cause termination, the Village will pay the Consultant all sums due up to the date of the non-cause termination.

13. Recovery of Costs. In the event the Village is required to institute any proceeding or action, whether legal or equitable, to enforce any provision of this Contract, the Village shall be entitled to recover all costs and expenses incurred as a result of said action or proceeding, including reasonable expert witness and attorney fees.
14. Ownership of Deliverables & Release of Information. All reports, and studies, regardless of whether in written, electronic or other format, prepared or generated by Consultant in connection with performing the services provided for herein shall be regarded as the sole and exclusive property of the Village and shall not be utilized by Consultant in any manner on other projects or distributed to third parties without the prior written consent of the Village. In addition, any information provided by the Village to Consultant in connection with Consultant's performance of the services provided for herein and all information associated with Consultant's

work product shall remain confidential and shall not be disclosed to any third party without the prior written consent of the Village.

15. Integration. The provisions set forth herein represent the entire agreement between the parties and supersede all prior agreements, promises and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Contract. This Contract may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and executed by each party.
16. Law and Jurisdiction. This Contract shall be governed by the laws of the State of Illinois. Exclusive jurisdiction and venue for any and all disputes, disagreements, actions, causes of action or claims related to this Contract or the Work shall be in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have entered into this Contract as of the

_____ day of _____, 20_____.

VILLAGE OF ROSELLE
31 S. PROSPECT
ROSELLE, IL 60172

PSE ASSOCIATES, INC.
627 GROVE STREET
EVANSTON, IL 60201

BY: _____
Mayor

BY: _____
President

Attest: _____
Clerk

Attest: _____
Secretary

September 19, 2019

Brian Joanis
Village of Roselle, IL 60157

Subject: Engineering Estimate for Arc Flash Analysis of Municipal Administration Buildings Located in Roselle, IL – Rev 1

Dear Brian:

Power System Engineering, Inc. (PSE) proposes to provide electrical engineering services associated with calculating the arc flash incident energy of four municipal buildings in Roselle, IL. The Four building included in this proposal are the Fire Department, Village Hall, Police Department, and Public Works. Based on your inquiry and our phone conversation, PSE anticipates the following scope of work:

Project Scope and Deliverables

The following list of engineering tasks outlines our understanding of the scope of services and the associated deliverables for these projects.

Task No. 1 – On-site Data Collection

- Detailed investigation of power distribution for each building
- Survey of all protective device settings

Task No. 2 – SKM Modeling

- Model the electrical system for each building in SKM
- Run short circuit calculations
- Run arc flash incident energy calculations

Task No. 3 – Reporting

- Written report of the arc flash analysis findings
- Print arc flash labels

Option No. 1 – Arc Flash Hazard Presentation

- Produce customized presentation with Village of Roselle arc flash results
- On site presentation

****Please Note: PSE is not certified to provide credit hours for any license or certification requirements.****

List of Assumptions

The following is a list of assumptions that have been made as it relates to the definition of project scope as outlined above.

1. Any available documentation and drawings will be made available for reference
2. Building personnel will be available to with on-site data collection

Project Fee Estimate and Terms:

Contract Type – Lump Sum

Task No. 1 – On-site Data Collection	\$ 4,300.00
Task No. 2 – SKM Modeling	\$ 6,500.00
Task No. 3 – Reporting and Printing Labels	\$ 3,000.00
Travel Expenses	<u>\$ 1,000.00</u>
Total	\$ 14,800.00

Option No. 1 – Addition to Lump Sum

Arc Flash Hazard Presentation	\$ 4,000.00
Travel Expenses	<u>\$ 1,000.00</u>

Add to Total	\$ 5,000.00
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PSE will bill for services rendered on a monthly basis at our standard hourly rates plus out-of-pocket expenses as work progresses. PSE’s billing will be based upon the actual work performed during the invoice period. Invoice terms will be net due 30 days or as otherwise set forth in a signed Engineering Services Agreement between PSE and the Village of Roselle, IL.

Additional Services:

Any work performed by this office not indicated under “Scope of Services” shall be considered as “Additional Services” and will be billed for the actual costs incurred at our standard hourly rates plus out-of-pocket expenses. Additional services include, but are not limited to, the following:

1. Changes in project scope.
2. Increased cost due to suspension of service on the project.
3. Revisions to documents resulting from changes to approved documents, as requested by Client.
4. Revisions to construction documents required by enactment of or changes to codes or laws, or other governmental changes, after preparation of documents.
5. Additional meetings other than those included in the scope of work above.
6. Any on-site meetings or on-site engineering inspections other than those included in the scope of work above.

Should you accept this proposal, we understand that you would like to get his work completed this year and will follow a design schedule mutually agreed on by PSE and your office.

Please call with any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Roy W. Duininck". The signature is fluid and cursive, with the first name "Roy" being particularly prominent.

Roy W. Duininck
Power System Engineering, Inc.