

SERVICES AGREEMENT

ENSAFE, INC.

Lockout/Tagout Procedures Writing Services (RFP No. 1896)

On this 3rd day of April, 2019, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and ENSAFE, INC., a Tennessee corporation authorized to do business in California ("Contractor"), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of Lockout/Tagout Procedures Writing Services (RFP No. 1896) ("Services"). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

2. **Term.** This Agreement shall be in effect from June 1, 2019, through July 14, 2019, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed Fifty-Four Thousand Four Hundred Ninety-Two and Sixty-Four Cents (\$54,492.64), unless an increase is agreed to by the parties. City shall pay Contractor for Services performed to City's satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit "B" and incorporated herein by this reference. If the term of the Agreement is extended, Contractor's compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **General Compliance with Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

5. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City,

City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. **Indemnification.** Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

11. Insurance.

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor.

The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

11.3.4 The insurance policy or policies shall also comply with the following provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12. **Termination.** City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. **Non-Discrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. **City's Right to Employ Other Consultants/Contractors.** City reserves the right to employ other Contractors in connection with the Services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further

warrants that neither Contractor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein. California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

18. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

To City

Public Utilities Department
City of Riverside
Attn: Freddy Armijo
3750 University Avenue, 3rd Floor
Riverside, CA 92501

To Contractor

Ensaf, Inc.
Attn: Preston Wood
5001 Airport Plaza Drive, Suite 260
Long Beach, CA 90815

19. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

21. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

24. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

Certified as to Availability of Funds

By: _____
CFO/Treasurer

Approved as to Form:

By: _____
Assistant City Attorney

ENSAFE, INC.,
a Tennessee corporation authorized to do
business in California

By: _____
Don Bradford
[Printed Name]

President/CEO
[Title]

By: _____
Sharon E. Hooper
[Printed Name]

Vice President, Contracts & Risk Management
[Title]

EXHIBIT "A"

SCOPE OF SERVICES

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SCOPE OF SERVICES

4.0 Recommended Approach

LOTO Standard Operating Procedure Review – Using Cal/OSHA Title 8 Section 3314 and OSHA 29 CFR 1910.147 LOTO program requirements as a guide, EnSafe will evaluate RPU’s SOP to applicable state, federal and consensus standards. EnSafe will compile and submit findings and detailed corrective actions to RPU.

Written LOTO Procedure Development – The following steps will be taken for the written LOTO procedure development process:

- ▶ **Planning** - EnSafe’s project manager will work with project team members and RPU personnel to develop a formal plan for execution of the scope of work. This plan will include a schedule of site visits and milestones for project deliverables, including delivery of draft written LOTO procedures for RPU review and approval, and delivery and installation of the final procedures and control point tags. A detailed schedule should ensure optimal utilization of RPU Maintenance personnel’s time and EnSafe field personnel’s time to most efficiently complete the on-site work.
- ▶ **Template Design** - Working collaboratively RPU personnel, EnSafe’s information technologist will customize our electronic LOTO tool to reflect the RPU logo, operation locations, processes, process equipment types, standardized shutdown and startup procedures, and emergency information.

EnSafe’s LOTO procedure tool uses Microsoft InfoPath form building software. EnSafe will create a SharePoint site to act as a document repository for all electronic copies and will give relevant RPU personnel access to this site. Once the process is complete, RPU can continue to use this SharePoint site, or EnSafe can migrate the final documents to an RPU owned SharePoint.

- ▶ **Onsite Written LOTO Procedure Development** – EnSafe’s team of health and safety specialists will develop equipment specific LOTO procedures that are designed to bring equipment to a zero-energy state. All procedures will be developed pursuant to applicable Cal/OSHA and OSHA regulations. At a minimum, procedures will include the following information:
 - Individual LOTO procedure reference numbers
 - Main equipment and machine photos for reference
 - Type of hazardous energy
 - Magnitude of Energy
 - Energy isolation description and location
 - Energy isolation procedures
 - Procedures for dissipating stored or residual energy
 - Procedures for verifying de-energization
 - Application of lockout method
 - Photo of each isolation point for visual reference
 - Lockout device application and removal information
 - Lockout removal process
 - Control panel shutdown procedures referencing SCADA reference number

EnSafe will provide RPU with electronic editable copies of the written LOTO procedures in both Microsoft InfoPath and PDF format. Additionally, EnSafe will create a 3-ring binder containing hard copies of all procedures for each of the RPU Water Utility locations.

Labeling – Once written LOTO procedures are developed and approved by RPU, EnSafe will return to all locations and affix labels to all energy isolation points for equipment relevant to this scope of work. Energy isolation points will be labeled to show the following information:

- ▶ Type and magnitude of energy
- ▶ LOTO and verification procedures
- ▶ Legibly mark each disconnecting means to indicate its purposes

EXHIBIT “A”

SCOPE OF SERVICES

- ▶ Use language and reference schemes currently used at RPU for valves and other devices

EnSafe labeling design will be approved by RPU before printing, will be rated for industrial application, and shall withstand chemical (chlorine) environments.

LOTO Training and Consultation – EnSafe will provide authorized employee training to all qualified RPU maintenance and operations personnel who applies LOTO to equipment specific to this scope, per the requirements of Cal/OSHA Title 8 CCR Section 3314(i). Training will be provided in one, four-hour training session. In addition to Cal/OSHA and OSHA requirements, training will include an overview of this LOTO project, relevant sections of the RPU LOTO SOP, and the application of newly developed LOTO procedures. EnSafe will also train authorized employees in comprehension of the written LOTO procedures, and require a demonstration of competency through hands on application of LOTO. EnSafe will provide certificates to all personnel who attend the training.

Additionally, EnSafe will provide training to RPU personnel on how to modify, update, or develop new written LOTO procedures. Training will include:

- ▶ Form methodology: efficiently deploying the form in the field for RPU tasks and equipment.
- ▶ Filling out the form to include use of dropdowns, form parent-child relationship, and inserting pictures into form.
- ▶ Form customization, editing and updating to further reflect hazards, equipment, and controls.
- ▶ Troubleshooting the form, navigating potential errors and limitations of InfoPath forms.
- ▶ Navigating, organizing, and customizing SharePoint library and structure.

To complete the SOP review, written LOTO procedure development, and training portions of this scope of work, EnSafe estimates using two health and safety specialists for 18 work days. Additionally, EnSafe estimates one health and safety specialist for 10 days to print machine specific procedures, deliver them to each location, and post all isolation tags. EnSafe is available to execute the above scope of work in the first quarter of 2019 and will schedule the work at a mutually agreeable date with City of Riverside RPU.

EXHIBIT "B"
COMPENSATION

9.0 Pricing

EnSafe proposes to conduct this work on a fixed fee/lump sum basis. Our proposed cost for the above scope of work is outlined in Table 1. This estimate includes all labor, travel, and miscellaneous expenses related to written LOTO procedure development, SOP review, training, printing and posting services.

Table 1. Lockout/Tagout Procedure Writing Services Cost Breakdown

	Project	Quantity	Unit	Price Per Unit	Total
1	LOTO Standard Operating Procedure Review	1	Each	\$1212.00	\$1212.00
2	Develop equipment specific written LOTO Procedures (includes template development, printing) binders, and posting isolation tags	386	Each	\$126.99	\$49,018.14
3	LOTO Authorized Employee Training	4	Hours	\$250.00	\$1000.00
4	LOTO Form Training and Consultation	10	Hours	\$145.00	\$1,450.00
5	(Optional) Written LOTO Procedures and Policy Review	50	50	\$75	\$1,812.5
	Total				\$54,492.64

10.0 Assumptions

- ▶ RPU will provide knowledgeable maintenance personnel to ensure prompt access to applicable equipment during onsite work
- ▶ A suitable classroom environment and projector will be provided for the LOTO-authorized employee training class.
- ▶ Line Item 3 of the Section 8 cost table is limited to one, 4-hour LOTO authorized employee training class with a maximum of 15 people. If any additional personnel require the authorized user training, or if an additional session is required to train other shifts, RPU will incur an additional cost outlined in line item 3 of the pricing sheet.
- ▶ Confined space entry or unprotected elevated work will not be required to access equipment or energy control points.
- ▶ EnSafe personnel will be allowed to take pictures of applicable energy control points and machines, to be incorporated into the LOTO procedures.
- ▶ RPU personnel will perform a one-time review of each LOTO procedure to verify conformance to your operational standards before printing.

EXHIBIT "C"

KEY PERSONNEL

This enables our health and safety specialists to focus more time toward quality of customer deliverables and solutions, as opposed to spending excess time on the initial data collection.

- ▶ **Leadership and Innovation:** EnSafe's safety professionals serve as leaders in their fields of expertise through many years of hands-on experience within diverse industries and involvement in national and local safety committees and trade organizations. This experience, along with other safety project experience and "lessons learned," keeps us on the cutting edge of safety and health technical updates/advances and allows us to provide innovative solutions to clients' complex safety concerns.
- ▶ **Responsiveness:** EnSafe is proud of our record of responsiveness. We realize that timeliness is driven by your schedule and needs, not by what is convenient to us, and we welcome that challenge.

Established History

EnSafe began as a two-person firm in 1980, just days after the promulgation of the original Resource Conservation and Recovery Act (RCRA) regulations. The cornerstone of our service offerings in the burgeoning environmental field was the same then as it is now — navigating complex regulatory compliance issues on behalf of our clients. Since that time, we have conducted thousands of regulatory-compliance projects for customers across the U.S. and around the world, spanning many diverse industries. As a result, EnSafe is a recognized leader in providing high-quality multimedia Environmental, Health, and Safety (EHS) services for government and commercial clients around the world. It's what we do, it's the foundation on which we were built, and it remains our core business more than 38 years later. With more than 360 employees and 25 offices nationwide, EnSafe is currently ranked #115 on the *Engineering News-Record* list of top 200 national environmental firms.

UNIQUE EXPERTISE, PROVEN QUALITY

EnSafe's unique history partnering with utility and power organizations, paired with our extensive Lockout/Tagout Experience, make EnSafe a perfect fit to execute this scope of work

EnSafe is a 100% employee-owned, multidisciplinary, full-service engineering, EHS consulting firm. EnSafe has the bench strength (technical skill, geographic reach, and capacity) to perform any type of EHS services that RPU may require. Additionally, EnSafe is a vendor on the City of Riverside's electronic bidder list. Our single point-of-contact will coordinate all activities with RPU, and provide the team with immediate information on project progress, schedule, and cost performance.

EnSafe is a 100% employee-owned, multidisciplinary, full-service engineering, EHS consulting firm. EnSafe has the bench strength (technical skill, geographic reach, and capacity) to perform any type of EHS services that RPU may require. Additionally, EnSafe is a vendor on the City of Riverside's electronic bidder list. Our single point-of-contact will coordinate all activities with RPU, and provide the team with immediate information on project progress, schedule, and cost performance.

If there are any aspects of this proposal that need to be amended based on input by RPU, please do not hesitate to contact Preston Wood at 562-846-4657.

3.0 Company Personnel

Our top-notch safety professionals, many of whom have more than 20 years of experience, understand the risks associated with power and utility operations and powered equipment safety. Our team members are skilled EHS professionals who leverage tablet technology to provide efficient, consistent quality LOTO procedures. EnSafe intends to use a core group of safety professionals at RPU to leverage the knowledge, experience, and best practices from your production operations, across your operations.

To effectively manage this project, EnSafe provides a single point-of-contact, Preston Wood, who will serve as both project manager and lead field personnel. Below are brief introductions to the EnSafe team.

Resumes for each of our proposed team members are included in Attachment A. While our intent is that the team members identified below perform the written LOTO procedure project as described in the RFP, it may become necessary to add or replace a team member. In such a circumstance, EnSafe will afford RPU the opportunity to review the resumes and qualifications of additional personnel and grant approval of their participation, before dispatching them to a site.

MIKE PALMER, CSP, CIH | PRINCIPAL IN CHARGE | TECHNICAL OVERSIGHT

mpalmer@ensafe.com | (865) 219 2673

Mike Palmer will provide technical oversight for the project. Mike, Vice President of Health & Safety Services, provides oversight for all aspects of EnSafe's consulting services, including program development, risk analysis, hazard evaluations/auditing for industrial hygiene and safety issues, expert witness testimony, and Occupational Safety and Health Administration (OSHA)-related training. Mike has developed long-lasting relationships with an array of commercial and government clients nationwide providing senior-level consultation support on the development and implementation of effective safety and health management systems. He has more than 28 years of experience and is qualified in the fields of safety and health management, industrial hygiene (IH), industrial/construction safety, and process safety management (PSM). Mike has been an adjunct professor at the University of Tennessee since 1990 and is the primary instructor for several occupational safety and health courses.

PRESTON WOOD | PROJECT MANAGER | PROJECT LEAD

pwood@ensafe.com | (562) 846-4657

Preston Wood out of our Long Beach office will serve as project manager and field staff lead for this project. Preston has more than 5 years of diverse health and safety applications including risk analysis, machine guarding risk assessments, lockout/tagout energy control procedure development, confined space hazard assessments, industrial hygiene exposure assessments, and compliance auditing. Preston has applied these subjects to a wide variety of industries including aerospace, vehicle manufacturing, pulp and paper, utilities and power, maritime, and aluminum extrusion. Preston is also EnSafe's Risk Assessment Service Area Lead and the project manager for west coast operations.

JIGNA PATEL | HEALTH AND SAFETY SPECIALIST

jpatel@ensafe.com | (562) 317 3025

Jigna Patel out of our Long Beach office will serve as field staff for this project. Jigna's experience includes lockout/tagout procedure development, conducting industrial hygiene assessments, process hazard analysis for PSM applications, ergonomics, food safety and hygiene, confined space hazard assessments.

FRANK MCINTURFF, PE | CHIEF TECHNOLOGIST

fmcinturff@ensafe.com | (904) 301 4502

Frank has more than 20 years of environmental investigation and remediation expertise, strong project management skills, diverse government and industry expertise. Frank's qualifications include a thorough understanding of the elements of environmental compliance, investigation, and remediation; safety program and risk management; and EHS information systems and technology. At EnSafe, he serves as a program/project manager for projects at government, commercial, and industrial facilities. He also provides strategic leadership in leveraging technology for the delivery of EnSafe's traditional environmental and safety services.