

**CITY OF CORONA  
PROFESSIONAL SERVICES AGREEMENT  
WITH COMMONWEALTH ASSOCIATES, INC.  
(ARC FLASH STUDY SERVICES FOR CORONA UTILITIES FACILITIES – RFP 22-045RH)**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 16th day of November, 2022 (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and Commonwealth Associates, Inc., a Michigan Corporation with its principal place of business at 2700 W. Argyle Street, Jackson, MI 49202 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional arc flash study consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the Arc Flash Study Services for Corona Utilities Facilities – RFP 22-045RH project (“Project”) as set forth in this Agreement.

**2.3 Corona Utility Authority.**

Consultant understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority (“CUA”) for the maintenance, management and operation of those utility systems (collectively, the “CUA Management Agreements”). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

### **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 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 November 16, 2022 to June 30, 2023 (“Term”), 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. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

#### **3.2 Responsibilities of Consultant.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. 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. 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 within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. 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 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 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: Kristi Vilminot, P.E..

3.2.5 City's Representative. The City hereby designates Tom Moody, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Kristi Vilminot, P.E, or his or 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 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.

3.2.7 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.

3.2.8 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 agrees 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 shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, 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.

3.2.9 Laws and Regulations; Employee/Labor Certifications. 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 the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents 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.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to

terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 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 Workers' 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.

3.2.9.5 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.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate minimum: per claim.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed

by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(C) All Coverages. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.5 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10.11 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

3.2.10.12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Consultant shall execute and maintain its work and Services 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 Services and the conditions under which the Services are to be performed.

3.2.12 Payment Bond. The California Department of Industrial Relations ("DIR") has communicated to the City that there is a possibility that a payment bond may be required for certain services provided in connection with a public works project. Since such a



requirement is currently contrary to the industry standard for the services provided by Consultant under this Agreement and since there is no direct legal authority for this position, the City is not requiring Consultant to provide a payment bond at this time. However, the City hereby reserves the right to require the Consultant to obtain and provide a payment bond for some or all of the Project provided by the Consultant under this Agreement.

If the City determines that a payment bond is required for the Project pursuant to Civil Code Section 9550 or any other applicable law, rule or regulation, Consultant shall execute and provide to City a payment bond in an amount required by the City and in a form provided or approved by the City. In the event a payment bond is required, the City agrees to compensate Consultant for all documented direct costs incurred by Consultant for such payment bond. The Parties shall memorialize the terms of such additional compensation and any other terms and conditions associated with the payment bond in an amendment to this Agreement.

3.2.13 Accounting Records. 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 three (3) years from the date of final payment under this Agreement.

### **3.3 Fees and Payments.**

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Three Hundred and Ten Thousand One Hundred and Sixty-Eight Dollars (\$310,168.00) ("Total Compensation"), without written approval of City's Representative. 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 itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

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 City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("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 and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the 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. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, Consultant may obtain a copy of the prevailing wages from the City's Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents 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 Apprenticeable Crafts. If the project is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Consultant employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Consultant.

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and 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, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 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.

3.4.3 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 Ownership of Materials and Confidentiality.**

3.5.1 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, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. 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 its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a

project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that 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.

### **3.6 General Provisions.**

3.6.1 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:**

Commonwealth Associates, Inc.  
2700 W. Argyle Street  
Jackson, MI 49202  
Attn: Kristi Vilminot, P.E

**City:**

City of Corona  
400 South Vicentia Avenue  
Corona, CA 92882

Attn: Tom Moody, Utilities Department

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.

3.6.2 Indemnification. 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, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions 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 settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also 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 subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Consultant has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Consultant shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.6.7 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.

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

3.6.9 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.

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 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.

3.6.12 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. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. 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.

3.6.13 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.

3.6.14 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.

3.6.15 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.

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

3.6.17 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.

**[SIGNATURES ON NEXT 2 PAGES]**

**CITY'S SIGNATURE PAGE FOR  
CITY OF CORONA  
PROFESSIONAL SERVICES AGREEMENT  
WITH COMMONWEALTH ASSOCIATES, INC.  
(ARC FLASH STUDY SERVICES FOR CORONA UTILITES FACILITIES – RFP 22-045RH)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**CITY OF CORONA**

By: \_\_\_\_\_  
Tom Moody  
Director of Utilities

Reviewed By: \_\_\_\_\_  
Katie Hockett  
Assistant Director of Utilities

Reviewed By: \_\_\_\_\_  
Aftab Hussain  
Maintenance Manager

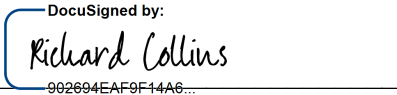
Attest:  
\_\_\_\_\_  
Sylvia Edwards  
City Clerk



**CONSULTANT’S SIGNATURE PAGE FOR  
CITY OF CORONA  
PROFESSIONAL SERVICES AGREEMENT  
WITH COMMONWEALTH ASSOCIATES, INC.  
(ARC FLASH STUDY SERVICES FOR CORONA UTILITES FACILITIES – RFP 22-045RH)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**COMMONWEALTH ASSOCIATES, INC.**  
a Michigan Corporation

By:  902694EAF9F14A6...

Richard Collins  
\_\_\_\_\_  
Insert Name

President & CEO  
\_\_\_\_\_  
Insert Title (CEO, President, or Vice-President)

By:  E95A6BDB9ED04E2...

Craig Tapley  
\_\_\_\_\_  
Insert Name

CFO  
\_\_\_\_\_  
Insert Title (CFO, Secretary, or Treasurer)

## **EXHIBIT "A"** **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 arc flash study consulting services necessary for the Project ("Services"). The Services are more particularly described in this Exhibit.

### **A. Background:**

There are approximately 63 offsite or remote locations that the awarded Consultant will study during the on-site field analysis portion of the Scope of Work. The sites are listed in "Attachment A" as part of this RFP and incorporated herein by this reference. Attachment A lists the offsite facilities by their name and address.

### **B. Goal/Purpose:**

The City of Corona, Utilities Department is accepting proposals from experienced arc flash analysis contractors/consultants to perform electrical engineering services and analysis for 480v systems at City facilities in a variety of environments.

These services shall include, but are not limited to:

- Short circuit analysis
- Protective device coordination analysis
- Arc flash hazard analysis
- Interrupt rating analysis
- Customized electrical safety program
- Arc flash and shock hazard warning labels
- Create single drawing & formal drawing package
- Equipment is properly rated
- Identify potential hazards
- Breaker rating including trip point
- Labeling and PPE

The purpose of the work to be performed under this contract is to identify electrical arc flash hazards, remove and/or mitigate identified electrical arc flash hazards, to label appropriate electrical equipment, to provide safe work zones, provide recommendations to reduce the hazard risk, identify the appropriate personnel protective equipment (PPE) and provide a customized Electrical Safety Program, all in compliance with the latest National Fire Protection Association (NFPA) 70E.

The City reserve the right to contract with the awarded Consultant to perform additional arc flash analysis and other related services as mutually agreed by the parties.

### **C. Scope of Work Description:**

This scope of work establishes the minimum requirements for providing Citywide Utilities Facilities Arc Flash Study Consulting Services to the City of Corona. The Contractor is required to meet all specifications listed herein, as minimum, and is required to submit a firm fixed cost for all commodities/services. The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations. The Contractor shall perform all work in accordance with current ANSI/ NETA MTS – 2019 or current - Section 9 for each facility to produce an Arc Flash Risk Assessment and a Shock Risk Assessment. Provide a report for all items surveyed and include photographs of each deficient item. The report shall be in accordance with NFPA 70E - 2021, IEEE 1584 - 2018 for calculations and label information. ANSI Z535.4 for arc flash and shock hazards warning labels. If standards have been updated use most current version. Contractor shall provide all labor, materials, and equipment to complete the Citywide Utilities Facilities Arc Flash Study Consulting Services for the City.

Permissible work hours are 7am to 5pm Monday through Thursday excluding City observed holidays. Any deviations will need to be pre-approved by the City's Representative.

(RFP) No.22-045RH Citywide Utilities Facilities Arc Flash Study Consulting Services:

#### **Task 1 - Field Collection of Data**

1. Determine arc flash incident energy levels and flash protection boundary distances for all listed facilities based on the results of the short circuit and coordination studies. Perform the arc flash analysis as per industry standards for arc flash conditions and all modes of operation.
2. All necessary information shall be gathered, and all electrical systems analyzed from the utility connection point to all equipment connections. All field technicians and/or service engineers shall be trained in electrical and arc flash safety and shall utilize their own PPE.
3. Services for each facility shall include but not limited to the following:
  - a. Perform field collection of data
    - The Consultant is required to collect all data on the existing facilities electrical equipment and is NOT to assume that any drawings or documentation exist to aid in the collection or analysis.
    - The Consultant shall verify single line diagrams, if available. If not available, the Consultant shall generate the appropriate detailed and accurate single line diagrams. Discrepancies found in the drawings shall be brought to City's Representative attention as a drawing markup.
4. Single Line Diagrams information shall include but not be limited to:
  - a. Electrical Structures
  - b. Voltages at each point
  - c. Short circuit available at each point
  - d. Horsepower ratings of each motor
  - e. Identify City, Utilities Department panels and equipment with standard name

## Task 2 - Arc Flash Analysis

1. Consultant will be responsible to perform the short circuit, coordination, and interrupt rating studies which will proceed the Arc Flash analysis.
2. Consultant will determine the level of incident energy at each switchboard, motor control center (MCC), panel board and other electrical equipment requiring analysis.
3. Consultant shall determine if motor control buckets can be hot swapped and indicate as such on MCC arc flash 70E labels or specify on general use electrical safety labels.
4. OSHA 29 CFR-1910 Subpart S and NFPA 70E require that arc-flash hazard analysis be performed in incremented five-year periods or sooner whenever design implementations occur or circuit power arrangements are changed.
5. Indicate problems discovered while performing the studies. It must include the following:
  - a. Recommendations to mitigate arc flash hazards above Category 2
  - b. Identification of circuit protective devices with insufficient interrupt ratings
  - c. Identification of circuits not properly coordinated
  - d. One-Line drawings of all equipment surveyed
  - e. Table of calculated arc flash data
  - f. Coordination curves
  - g. And any other pertinent data
6. Per IEEE 1584, "Equipment below 208/240V need not be considered unless it involves at least one 125kVA or larger low-impedance transformer in its immediate power supply." Arc Flash calculations shall not be done on systems below 208/240V down stream of 125kVA and smaller transformers.
7. Arc Flash hazard labels for equipment needed are a product of the analysis. Labels provide qualified workers the information to determine the personal protective equipment (PPE) required to work on a given piece of equipment, or when the hazard level exceeds a safe work condition. Contractor shall submit a sample warning label to City's Representative within 20 calendar days of Notice of Award for approval.
8. Provide labor and materials to:
  - a. Affix labels to all 70E Rated Category 1 and above equipment
  - b. Labels shall at a minimum indicate the following:
    1. Arc Flash Boundary
    2. Restricted Approach Distance
    3. Limited Approach Distance
    4. Glove Class
    5. Incident Energy
    6. PPE Category
    7. Calorie Rating

8. Nominal Voltage
9. Upstream over-current protective device
10. Device name and assessment date

- c. Labels shall be required for all electrical equipment per referenced codes.
- d. Arc Flash labels on Motor Control Centers shall indicate if MCC buckets can be hot swapped.

## **Deliverables**

1. After completion of the analysis, provide the following:
  - a. Submit three initial draft copies of each report to City's Representative for review. The Consultant shall incorporate City's review comments and submit three copies of the final draft reports to City's representative within 30 days following completion of facility testing for final review.
  - b. The Contractor shall submit to the City's Representative separate soft and hard copy of the report for each facility which shall contain, at a minimum, the following:
    - An introduction describing the background, objectives and the scope of the study
    - Basis of analysis
    - An executive summary with clearly written conclusions and recommendations. The recommendations will refer to reducing the arc flash hazard category to two or below and any other ways to enhance worker safety
    - Coordination plots and protective device curves
    - Single line diagrams
    - In tabulation format list device, device name, bus name, bus kV, protective, bus bolted fault, protective device arc fault, trip/delay time, duration of arc, arc type, arc flash boundary, working distance, required limited and restricted approach, incident energy, cal/cm<sup>2</sup>, conduit sizes, switchgear data, and required PPE
    - Hazard/Risk Categories for the calculated incident energy levels
    - The flash protection boundary of the equipment involved/evaluated
2. A complete report for all the facilities in both electronic flash drive and in bound hard copy document form shall be submitted to the City's Representative.

## **Task 3 - Customized Electrical Safety Program**

Consultant is to develop a written Electrical Safety Program that will be compliant with the latest NFPA 70E publication. The Electrical Safety Program shall incorporate the City's facilities referenced in Attachment A. The Electrical Safety Program should include the necessary language to implement but not be limited to the following elements:

1. Maintenance
  - a. Document the maintenance conditions of the equipment and its components and/or parts
2. Awareness and Self-Discipline
  - a. Document how employees must follow the policies and effectively implement the new safety procedures
3. Electrical Safety Program Controls
  - a. Document how the Electrical Safety Program shall identify the controls from which it is measured and monitored
  - b. Document which metrics could be used
4. General Risk Assessment

- a. The Electrical Safety Program should identify the steps that employees must take where the risk of injury from electrical hazards are unacceptable
5. Job Briefing
    - a. Specify how the employee shall perform job briefing when starting each new project. The briefing information to include the potential hazards associated with the equipment installation, required PPE and special precautions working in the vicinity of electrical installations.
  6. Electrical Safety Auditing
    - a. Document how the Electrical Safety Program shall be audited to verify that the procedures and principles within the program are in compliance with NPFA 70E.
    - b. Document how field work shall be audited to verify the requirements within the safety program are being followed.
  7. Training Requirements
    - a. Evaluation of current City Program
    - b. Specify how often employees shall be trained to identify and understand the relationship between electrical hazards and the possibility of injury
    - c. State the types of training that will be required
      - Classroom Arc Flash training
      - Emergency Response Training (contact release, first aid, etc.)
      - Qualification for electrical work
      - Training verification and documentation by the employer
  8. Clarification on the difference between unqualified and qualified personnel
  9. Outside contractor obligations in relation to the City's, Utilities Department Electrical Safety Program
  10. Document alerting techniques and methods for the notification of approach and flash boundaries
  11. Documentation for the use of personal protective equipment (PPE) by qualified employees.
  12. Documentation for energized electrical work permit policies and procedures
  13. Document protocols for de-energizing equipment and/or system
  14. Electrical safety requirements for any special equipment in use at City facilities
  15. Any other items that will be needed to be in compliance with the latest codes and Cal OSHA regulations

#### Mandatory Requirements

- All Contractors and their subcontractors shall meet all safety requirements of current codes and standards.
- Contractors shall require all employees and subcontractors to wear appropriate PPE while performing work at city facilities.
- Contractors shall provide a list of all owned testing equipment with this proposal

- All testing equipment needs to be calibrated and Contractors shall provide annual equipment testing results from third party at the beginning of contract and in June at the end of the fiscal year.

## APPENDIX

City Facility Locations ..... Attachment A

<b>CITYWIDE UTILITIES FACILITIES ARC FLASH STUDY LOCATIONS</b>		
<b>Type Facility</b>	<b>Description</b>	<b>Address</b>
<b>Water Treatment Plant (WTP) Facilities</b>		
WTP	LESTER-WTP	2970 RIMPAU AVE
WTP	SDO-WTP	2940 WILDERNESS CIR
WTP	DESALTER-WTP	745 CORPORATION YARD WAY
WTP	HG ION EXCHANGE WTP	410 RIMPAU AVE
<b>Water Reclamation Facilities (WRF)</b>		
WRF	WRF#1-RAILROAD	2205 RAILROAD STREET
WRF	WRF#2-HARRISON	650 E HARRISON
WRF	WRF#3-TEMESCAL	3997 TEMESCAL CYN
<b>Boosters</b>		
Booster	ZONE 6 @ EAGLE GLEN	1602 FAIRWAY
Booster	EAGLE GLEN ZONE 4/5	4255 EAGLE GLEN
Booster	AQUINO-BOOSTER	1030 AQUINO CIR
Booster	BORDER-BOOSTER	2290 BORDER AVE
Booster	CHASE/LESTER (raw) -BOOSTER	1315 E. CHASE DR.
Booster	CRESTA VERDE-BOOSTER	2005 PROMENADE
Booster	GREENRIVER-BOOSTER	4130 GREENRIVER DR
Booster	KRAFT RANCH-BOOSTER	1725 OAKRIDGE DR
Booster	MABEY CYN-BOOSTER	2643 BORDER AVENUE
Booster	MONTANA RANCH-BOOSTER	2930 WILDERNESS CIR
Booster	PAYETTE-BOOSTER	881 PAYETTE AVE
Booster	SDO-BOOSTER (raw water)	1670 MONTANA RANCH
Booster	SERFAS CLUB-BOOSTER	1290 SERFAS CLUB DR
Booster	ZONE 4 @ LESTER-BOOSTER	2930 WILDERNESS CIR
Booster	ZONE 5 @ LESTER-BOOSTER	2970 RIMPAU
Booster	HARLAN HILLS	3440 BONNIEVIEW CIRCLE
Booster	MORITA	755 MORITA
Booster	SIERRA BELLA BOOSTER	2690 HIDDEN HILLS WAY
<b>RW Booster</b>	BORDER	2525 BORDER AVE
<b>RW Booster</b>	WRF 1 RECLAIMED BOOSTER	2201 RAILROAD STREET



**APPENDIX**

City Facility Locations ..... Attachment A

<b>Wells</b>		
Well	WELL 3	24650 GLEN IVY RD
Well	WELL 7A	917 CIRCLE CITY DR
Well	WELL 8A	219 S. JOY
Well	WELL 9A	505 S. VICENTIA
Well	WELL 11	1865 POMONA RD
Well	WELL 12A	523 MAPLE ST
Well	WELL 13	1018 COTTONWOOD
Well	WELL 14	1200 W. 10TH ST
Well	WELL 15	100 N. LINCOLN
Well	WELL 17A	1052 QUARRY
Well	WELL 19	219 W. GRAND
Well	WELL 20	25225 MAITRI RD
Well	WELL 21	24650 GLEN IVY RD
Well	WELL 22	405 SIERRA VISTA AVE
Well	WELL 25	310 S. VICENTIA
Well	WELL 26	730 CORP. YARD WAY
Well	WELL 27	2581 MANGULAR
Well	WELL 28	202 N. BUENA VISTA
Well	WELL 29	902 RAILROAD
Well	WELL 31	211 N. BUENA VISTA
Well	WELL 33	3822 GRANT ST

<b>Lift Stations</b>		
Lift Station	ARTISAN - LIFT STATION	211 W. RINCON STREET
Lift Station	AHMANSON - LIFT STATION	11763 CHADWICK RD
Lift Station	AIRPORT - LIFT STATION	1973 AVIATION DR
Lift Station	GRIFFIN WAY - LIFT STATION	2680 GRIFFIN
Lift Station	JOY & PARKRIDGE - LIFT STATION	495 E. PARKRIDGE
Lift Station	MCKINLEY - LIFT STATION	109 MCKINLEY
Lift Station	PRADO - LIFT STATION	4225 PRADO
Lift Station	SDO - LIFT STATION	3851 PALISADES
Lift Station	SMITH & RINCON - LIFT STATION	1500 W RINCON
Lift Station	STAGECOACH - LIFT STATION	2220 STAGECOACH
Lift Station	SUNKIST - LIFT STATION	650 E. HARRISON
Lift Station	N MAIN - LIFT STATION	718 N MAIN STREET
Lift Station	GREENRIVER - LIFT STATION	4776 GOLDEN RIDGE DRIVE
Lift Station	ARANTINE HILLS - LIFT STATION	2590 BEDFORD CANYON RD

<b>Blending Stations</b>		
Blending	GARRETSON BOOSTER/BLENDING/WST	506 E. ONTARIO AVE

## **Proposed work plan from Consultant**

### **Process 1 – Kick-off Meeting and Data Gathering Site Visit**

Upon authorization to begin, Consultant will schedule a kick-off meeting with California State University staff to review project requirements and firm up project schedule and target dates. Discussions will take place of preferences for labeling and the proposed locations for identifying arc flash hazards. Consultant will discuss with staff possible operating conditions that may impact short-circuit duties which would have an impact on the potential arc flash hazard.

### **Process 2 – Data Gathering**

The first step in performing an arc flash study is to gather information. This will be accomplished with the help of subcontracted C-10 licensed technicians from Cal Express Electric, Inc. These professionals will gather data across all facilities.

Consultant has a culture of quality. As part of this a detailed checklist of required data will be developed and utilized previous to site investigation. The developed software model will require accurate utility equivalent data provided by the local utility for each studied location. Consultant has strong utility experience that assists us in gathering this sometimes hard to obtain data.

### **Process 3 – Software Modeling**

Consultant will utilize the latest utilize industry standard engineering software, for example ETAP 20.5, to accurately model the electrical system being studied for this project with the information gathered in process 2. In order to effectively perform the study, Consultant will need to build an engineering software based single-line model with all relevant protective devices, line impedances, transformers, motors, and network equivalents. Consultant will develop the model to include the university 12 kV medium voltage system and building 480 V and 240/120 V equipment.

Consultant will attempt to reduce the model where appropriate to avoid redundancy. This will be done by modeling the largest protective device at each 480 V panel, as well as any items that may have arc flash hazard potential, such as 240/120 V main breakers, loads with long cable feeds, slow clearing protective devices, etc. This technique can help reduce model size and complexity and provide clear and concise results.

### **Process 4 – Arc Flash Study**

Upon completion of the ETAP or SKM model, the maximum three-phase symmetrical and half-cycle fault currents will be calculated for each city building or facility. The maximum fault current will be used to verify interrupting ratings at all devices. The arc currents will be estimated based on the three-phase, half-cycle fault currents, which will consider arcing resistance for typical fault conditions. The arc currents will then be used to determine the clearing times associated with each studied protective device at the each of the relevant equipment lineup. The clearing times and the arc fault current will be used to calculate arc flash incident energy. Consultant will use the three-phase symmetrical fault current

(Per the IEEE 1584 standard) at each protective device to determine the clearing time. The clearing time is a key item in arc flash calculation and, in many cases, can be the most significant factor contributing to the arc flash hazard.

At each studied protective device location, the ETAP or SKM model will be used to determine the incident energy level associated with an arc flash. The arc flash calculations will be done in accordance with IEEE 1584-2018 (Guide for Performing Arc Flash Hazard Calculations) and NFPA 70E – 2021 and will determine the flash protection boundary distance and the required PPE for working on energized equipment.

### **Process 5 – Protective Device Coordination Study**

Consultant will plot each device on Time Current Curve (TCC) plots to ensure proper selective coordination is achieved. There is a tradeoff between perfect coordination and low arc flash risk. Consultant will work with the City of Corona to determine preferences and make suggestions where we can improve the balance between protective device coordination and arc flash hazard mitigation.

### **Process 6 – Arc Flash Report**

Consultant will provide an electronic pdf and (3) printed hard copies of the final report that covers introduction, executive summary, assumptions, analysis, and the results of the study. Detailed input and output data will be provided in the electronic versions only.

Included will be a system one-line diagram that shows the arc flash and short circuit current values and equipment sizing, as well as TCC plots of key electrical protective devices. If requested, Consultant can also perform a load flow study to verify equipment loadability and ensure voltage drops are within specifications. This could be included in our scope of work for an additional cost as outlined in the rate table.

The study will include all information agreed upon for each major equipment, such as:

- Device or bus name.
- Bolted and arcing fault current levels.
- Flash protection boundary distances.
- Personal-protective equipment classes.
- Incident Energy Exposure in Cal/cm<sup>2</sup> at 18” for 600 volts and less.
- Incident Energy Exposure in Cal/cm<sup>2</sup> at 36” for all medium voltage equipment.

Where appropriate, the report will provide recommendations for reducing exposure levels by modifying protective device settings or replacement of existing fuses.

The arc flash report will include custom PPE levels based on actual / recommended clothing levels in use at each plant. This will need to be specified at project award to be accommodated. The arc flash study results will be tabulated in the submitted report for each building 480 V and 240/120 V equipment including the largest 480 V and 240/120 V feeder breaker on a panel. Consultant will submit a draft report summarizing the results of the arc flash hazard analysis to the City of Corona.

Consultant will comment on any arc flash hazard levels with incident energy exceeding category 2, or where arc flash hazards are excessive for the equipment being studied. Consultant may discuss potentially problematic areas with City of Corona staff. Consultant Associates can attempt to mitigate potential areas.

All supporting data will be included in appendices. After a City of Corona review cycle, a meeting will be scheduled to discuss the results and recommendations. Consultant will incorporate comments received from the City of Corona into the draft report and submit a final report along with the arc flash and shock hazard warning labels.

### **Process 7 – Arc Flash and Shock Hazard Labels**

Consultant will provide arc flash and shock hazard sample labels on indoor/outdoor vinyl tape as required for each piece of equipment in each facility for City of Corona review. Upon acceptance of the arc flash and shock hazard label format, Consultant will work with our C-10 licensed business partner to create and deliver the arc flash labels for key electrical equipment locations that have an arc flash hazard category of 1 or greater.

### **Process 8 – Electrical Safety Program**

Consultant is an expert at providing electrical safety training and the development of electrical safety programs. Consultant will start the development of this process by gathering the existing safety documentation for the city, a site walkdown of city facilities (in conjunction with the arc flash survey) and interviews with city safety managers.

After a thorough review of the gathered information, Consultant can develop an electrical safety risk assessment, solutions, and improvements to the city's electrical safety program. In particular, Consultant finds it very effective to integrate the electrical safety program with an electrical work order program. This ensures compliance to electrical safety protocols for any electrical project work and would likely fit very well with the criteria below, specified by the city.

The electrical safety program that Consultant will develop entails the following:

- Maintenance
  - o The electrical safety program that Consultant will create will document the maintenance conditions of the equipment and its components and/or parts.
- Awareness and Self-Discipline
  - o The electrical safety program that Consultant will create will document how employees must follow the policies and effectively implement the new safety procedures.
- Electrical Safety Program Controls
  - o The electrical safety program that Consultant will create will document how the Electrical Safety Program shall identify the controls from which it is measured and monitored.
  - o The electrical safety program that Consultant will create will document which metrics could be used.
- General Risk Assessment
  - o The Electrical Safety Program will identify the steps that employees must take where the risk of injury from electrical hazards are unacceptable.

- Job Briefing

- o The electrical safety program that Consultant will create will document will specify how the employee shall perform job briefing when starting each new project. The briefing information to include the potential hazards associated with the equipment installation, required PPE and special precautions working in the vicinity of electrical installations.

- Electrical Safety Auditing

- o The electrical safety program that Consultant will create will document how the Electrical Safety Program will be audited to verify that the procedures and principles within the program are in compliance with NPFA 70E.

- o The electrical safety program that Consultant will create will document how field work shall be audited to verify the requirements within the safety program are being followed.

- Training Requirements

- o The electrical safety program that Consultant will create will specify how often employees shall be trained to identify and understand the relationship between electrical hazards and the possibility of injury and State the types of training that will be required. This training will be:

- Classroom Arc Flash training
- Emergency Response Training (contact release, first aid, etc.)
- Qualification for electrical work
- Training verification and documentation by the employer

- The electrical safety program that Consultant creates will clarify on the difference between unqualified and qualified personnel.
- The electrical safety program that Consultant creates will clarify on the difference between outside contractor obligations in relation to the City's, Utilities Department.
- The electrical safety program that Consultant creates will include document alerting techniques and methods for the notification of approach and flash boundaries.
- The electrical safety program that Consultant creates will include documentation for the use of personal protective equipment (PPE) by qualified employees.
- The electrical safety program that Consultant creates will include documentation for energized electrical work permit policies and procedures.

- The electrical safety program that Consultant creates will discuss document protocols for de-energizing equipment and/or system.
- The electrical safety program that Consultant creates will specify electrical safety requirements for any special equipment in use at City facilities.

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

Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in this Exhibit

**EXHIBIT “C”  
COMPENSATION**

Consultant’s not to exceed Fee for engineering studies is \$310,168. The pricing provided by the Consultant is T&M and includes approximately \$86,000 for subcontractor support gathering data.

Task	Hours	Cost
Data Gathering & expenses		\$86,000
System Modeling	663	\$84,218
Arc Flash	332	\$42,109
Protective device coordination	332	\$42,109
Electrical Safety Program	180	\$25,932
Project Management	200	\$29,800
<b>Total</b>	<b>1707</b>	<b>\$310,168</b>



Consultant will invoice City of Corona for actual labor hours spent and project expenses, based on Consultant's business month.

<u>BILLING CATEGORY</u>	<u>TITLE</u>	<u>LABOR BILLING RATE PER HOUR</u>
<b>EXEMPT EMPLOYEES</b>		
42	ENGINEER X	298
40	ENGINEER IX, LAND SERVICE SPECIALIST IX, PROJECT MANAGER IX, FIELD PROJECT REPRESENTATIVE IX	257
38	ENGINEER VIII, ENGINEERING SPECIALIST VIII, CONSULTANT VIII, LAND SERVICES SPECIALIST VIII, PROJECT MANAGER VIII, FIELD PROJECT REPRESENTATIVE VIII	218
36	ENGINEER VII, ENGINEERING SPECIALIST VII, ENVIRONMENTAL SPECIALIST VII, LAND SERVICES SPECIALIST VII, ADMINISTRATIVE SPECIALIST VII, PROJECT MANAGER VII, FIELD PROJECT REPRESENTATIVE VII	201
32	ENGINEER VI, ENGINEERING SPECIALIST VI, ENVIRONMENTAL SPECIALIST VI, LAND SERVICES SPECIALIST VI, ADMINISTRATIVE SPECIALIST VI, PROJECT MANAGER VI, FIELD PROJECT REPRESENTATIVE VI	178
30	ENGINEER V, ENGINEERING SPECIALIST V, ENVIRONMENTAL SPECIALIST V, LAND SERVICES SPECIALIST V, LAND SERVICES SUPERVISOR, PURCHASING AGENT V, ADMINISTRATIVE SPECIALIST V, PROJECT MANAGER V, FIELD PROJECT REPRESENTATIVE V	160
28	ENGINEER IV, ENGINEERING SPECIALIST IV, ENVIRONMENTAL SPECIALIST IV, LAND SERVICES SPECIALIST IV, TECHNICAL EDITOR IV, PURCHASING AGENT IV, ADMINISTRATIVE SPECIALIST IV, PROJECT MANAGER IV, FIELD PROJECT REPRESENTATIVE IV	149
26	ENGINEER III, ENGINEERING SPECIALIST III, ENVIRONMENTAL SPECIALIST III, LAND SERVICES SPECIALIST III, CARTOGRAPHER III, PROGRAMMER III, TECHNICAL EDITOR III, PURCHASING AGENT III, ADMINISTRATIVE SPECIALIST III, PROJECT MANAGER III, FIELD PROJECT REPRESENTATIVE III	136
25	ENGINEER II, ENGINEERING SPECIALIST II, ENVIRONMENTAL SPECIALIST II, LAND SERVICES SPECIALIST II, CARTOGRAPHER II, PROGRAMMER II, TECHNICAL EDITOR II, PURCHASING AGENT II, ADMINISTRATIVE SPECIALIST II, PROJECT MANAGER II, FIELD PROJECT REPRESENTATIVE II	126
21	ENGINEER I, ENGINEERING SPECIALIST I, ENVIRONMENTAL SPECIALIST I, LAND SERVICES SPECIALIST I, CARTOGRAPHER I, PROGRAMMER I, TECHNICAL EDITOR I, PURCHASING AGENT I, ADMINISTRATIVE SPECIALIST I, PROJECT MANAGER I, FIELD PROJECT REPRESENTATIVE I	113
<b>NONEXEMPT EMPLOYEES</b>		
19	ADMINISTRATIVE ASSISTANT V, CADD OPERATOR V, DESIGNER V, TECHNICIAN V	118
17	ADMINISTRATIVE ASSISTANT IV, CADD OPERATOR IV, DESIGNER IV, TECHNICIAN IV	101
16	ADMINISTRATIVE ASSISTANT III, CADD OPERATOR III, DESIGNER III, TECHNICIAN III	91
15	ADMINISTRATIVE ASSISTANT II, CADD OPERATOR II, DESIGNER II, TECHNICIAN II	75
11	ADMINISTRATIVE ASSISTANT , CADD OPERATOR , DESIGNER , TECHNICIAN	59

Notes: <sup>1</sup> Individuals may move between categories at time of promotion

<sup>2</sup> Rates are based on Net 30. Invoices paid after Net 30 may be assessed a 1.5% late fee per month.

<sup>3</sup> If any government entity takes a legislative action that imposes new taxes, fees or charges on services provided by Commonwealth or its subcontractors, then Commonwealth may invoice such new taxes, fees or charges at actual cost incurred without an additional markup.

<sup>4</sup> These rates will be updated on an annual basis.

<sup>5</sup> Billing titles are subject to change at any given time.



**COMMONWEALTH ASSOCIATES, INC.  
EXPENSE BILLING RATE SUMMARY**

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<b>SPECIALTY ENGINEERING SOFTWARE (NOTE 2)</b>	Such as ASPEN, CAPE, CAPTOR, CDEGS, EMTP, ETAP, ThermoFlow, WinIGS	\$100.00 Per Run
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<b>SUBCONTRACTORS</b>	---	Cost plus 10%
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Notes:

1. No charge for reproduction unless the total number of reproduced sheets is greater than 100.
2. Engineering software: The engineering software fee is a charge for high-end, speciality software and also covers the expense of maintaining expertise in systems analysis.