



Service, Quality, Community

**REQUEST FOR PROPOSAL
FOR
CLASSIFICATION AND COMPENSATION STUDY**

City of Big Bear Lake, Dept. of Water & Power
41972 Garstin Drive
PO Box 1929
Big Bear Lake, CA 92315

Proposal Issue Date: January 31, 2019
Proposals Due: March 8, 2019 by 4:00 p.m.

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Introduction

The City of Big Bear Lake, Department of Water and Power (DWP) is soliciting proposals from qualified consulting firms (Consultant), experienced in the development of job classifications, total compensation analysis, and staffing levels analysis for water agencies. Our desire is to obtain a consultant who will assist the DWP in reviewing the existing job classifications, staffing levels, and total compensation analysis including salary, health care, retirement, and leave benefits. The Consultant will also analyze the current jobs performed by employees and determine the correct market total compensation for each position. We expect the consultant to make recommendations for adjustments to pay, staffing levels, and benefits that may be needed.

All prospective consultants will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of age, ancestry, color, race gender, gender identity, gender expression, genetic information, marital status, medical condition, military and veteran status, religion, national origin, sex, sexual orientation, religious creed, transgender status, or disability in consideration for an award of an agreement pursuant to this notice.

This Request for Proposals (RFP) is an invitation by the DWP for Consultants to submit a proposal, which may be subject to negotiation prior to final execution of an agreement. Submittal of a proposal does not create any right or expectation to an agreement with the DWP. The DWP reserves the right to reject any or all proposals and the DWP further declares that it will incur no financial obligations for any cost by any Consultant in preparation of their proposal.

Qualified Consultants shall submit their sealed proposal responses on or before March 8, 2019 by 4:00 pm. Please submit five (5) physical copies and one digital copy of the proposal in a sealed envelope. Five (5) copies of the fee proposals shall be submitted in a separate sealed envelope. Mail or deliver submissions to:

Rachel M. Franklin
Human Resources / Risk Management
Dept. of Water & Power

USPS:
Post Office Box 1929
Big Bear Lake, CA 92315

FedEx and UPS:
41972 Garstin Drive
Big Bear Lake, CA 92315

Consultants mailing or shipping their proposals must allow sufficient delivery time to ensure timely receipt of their proposals by the specified time. Proposals received after March 8, 2019, 4:00 pm will not be considered.

All proposals are binding for a period of ninety (90) days after the proposal closing date.

Proposals shall be prepared and submitted at the respondent's sole expense. All proposals will become the property of DWP and will not be returned. There will be no public proposal opening.

Proposal and Approach

To be considered, a Consultant must be a consulting firm with expertise in evaluating pay scales, benefits, job classifications, staffing levels and market pay/benefit analysis. The Consultant shall provide references from other water districts, municipalities or government agencies where similar work is performed.

Criteria for Selection

Human Resources, with input from Personnel Committee, will evaluate each proposal and select a Consultant to recommend to the Board of Commissioners to enter into an agreement for service. The Board of Commissioners will provide final approval of the selection.

- All proposals submitted will be evaluated using the following criteria:
- Compliance with the RFP
- Understanding of the project
- Services to be provided
- Ability to complete the work within the time specified
- Qualifications of the Consultant, including but not limited to its experience and personnel assigned to the project and sub consultants, if any.
- Cost

Fee Proposal

The Consultant must provide a separate, sealed fee proposal with a not to exceed fee for the project as described herein. To the extent desired, additional recommendations and services or options may be included as additions to the project on an optional basis. These optional items shall be priced separately from the RFP.

DWP Background Information

The City of Big Bear Lake, Department of Water & Power provides water service to about 15,700 customers in the Bear Valley of the San Bernardino Mountains. Water is supplied to customers by pumping groundwater from local aquifers. The Bear Valley lies about 6,750 feet about sea level at the eastern end of the San Bernardino Mountains. The watershed surrounding the Valley encompasses roughly 38.5 square miles. The climate is Mediterranean with cool, winters and warm, dry summers. Additional information about the DWP is available on our website: www.bbldwp.com.

Currently the DWP has a merit step and range compensation system. There are 24 ranges encompassing 31 job classifications. There are twenty-four (24) hourly employees, eleven 11 exempt employees, two seasonal employees, and one (1) contract employee. There are five (5) steps per range with 5% increases between steps. It takes an employee a minimum of 3 years and 10 months to move across the scale to their highest pay if they begin at step 1. Employees move one step after they complete their ten-month probationary period. Each employee may advance on their rates of compensation on their evaluation date upon receiving a satisfactory or better performance evaluation. The advancement through the salary steps is discretionary based upon satisfactory performance and continuous service in the same classification. The last adjustment to this scale was on July 1, 2018 per Board approval of a COLA adjustment.

The DWP employs 35 full-time benefited employees, 1 full-time benefited contract employee, and 2 temporary non-benefited employees. The number of employees in each functional unit is as follows:

	Full – Time	Part – Time	Temporary
Administrative Services	9	0	0
Operational Services	27	0	2

Scope of Work

The DWP expects ongoing and open communications between designated DWP representatives and the Consultant over the course of each phase. All products and recommendations must comply with applicable State and Federal laws and enhance the DWP’s ability to recruit and retain qualified personnel.

Proposed Timeline	DATE
Request for Proposal Issued	January 31, 2019
Deadline for Respondents’ Submission of Clarifications/RFP Questions	February 22, 2019
BBLDWP Responses to Respondents’ Questions	February 28, 2019
Due date for Proposal	March 8, 2019
Evaluation of Proposals Period	March 11 – March 15, 2019
Board of Commissioners Consideration	March 26, 2019
Selected Consultant Notified	March 26, 2019
Finalized Agreement	April 8, 2019
Contract Date	April 8, 2019
Final Report Completion Date	August 20, 2019

The DWP will provide the following information to the successful Consultant:

- Copies of existing job descriptions
- Copies of wage and salary schedules
- Copies of employee benefit schedules
- Copies of employee leave schedules
- Copy of Employment Policies
- Copy of DWP’s Organizational Chart

Specifications for Job Evaluation/Compensation

The following are the consulting services related to the classification and compensation study:

- The Consultant will review the current job descriptions and compensation system to assure internal equity and external competitiveness.
- Conduct a comprehensive survey of regional water agency labor markets, including but not limited to **Attachment A**, impacting the DWP area job market for all positions in **Attachment B**. This shall include public sector water related jobs with the same essential duties and functions. This will include a comparative market analysis of the value of the total benefit package to the employee and the total cost to the employer of salary and all benefits including but not limited to: base salary, employer paid retirement contributions, longevity pay, certification pay, educational incentive and specialty pay, standby pay, bonus pay, employer paid insurance contributions including but not limited to: health, dental, vision, life insurance, accidental death and dismemberment, long term disability, and leave benefits including but not limited to: holiday leave, sick leave, vacation leave, and administrative leave.
- Make recommendations for changes to current classification system which assures internal equality and

external competitiveness.

- Make recommendations to update job classifications to accurately identify essential job functions; knowledge, skills, and abilities, education and experience required; supervisory and reporting relationships; and review all Fair Labor Standards Act (FLSA) exempt positions for compliance. The method in which to perform this analysis is to be determined by the Consultant. The data will be based on wages and benefits established for fiscal year 2018-2019. The DWP's fiscal year begins July 1st and ends June 30th.
- Review and provide recommendations for staffing levels at DWP.
- Develop recommendations in options of modifying salary and the step ranges.
- Provide presentations to the Board of Commissioners, employee groups, and to supervisory staff for implementation and maintenance of project components.
- The Consultant will provide DWP staff with five (5) physical copies and one electronic copy of the final study.

Specification for Proposals

All proposals submitted in response to this RFP must contain the following information in the stated order:

1. Cover letter signed by a party authorized to bind the proposal on behalf of the firm that clearly indicates that the proposer has carefully read all the provision in the RFP and acknowledges receipt and understanding of any Addenda associated with the project.
2. Name, address, telephone number of the Consultant.
3. Description of the Consultant (corporation, partnership, etc.) and year established.
4. State of incorporation, if any, and type of ownership.
5. Name and qualifications of all proposed consultant(s).
6. Name, title, resumes, and business address of person responsible for submitting the proposal.
7. Listing of any subcontractors, if any, and the scope of work they will perform.
8. Description of the scope of involvement of DWP staff. Describe the process used and submit the forms, questionnaires and instruments proposed for use in this study.
9. Narrative proposal on scope of work as identified above.
10. An estimate of time to complete the project and a proposed schedule of work tasks, with the date of final completion of the project. Reference proposed timetable on page 5 as a guide.
11. At least three references (including individual contact name, name of company and phone number) from other municipalities or government agencies where similar work was performed.
12. **In a separate envelope**, a breakdown of the Consultant's rates, fees, and charges for services by phase and for total project; and a proposed payment schedule.

Schedule for Submission

For consideration to be given to any proposal submitted pursuant to this RFP, five (5) physical copies plus one electronic copy of the submittal materials must be received on or before **March 8, 2019 by 4:00 pm** at the address listed on page 3 of the Request for Proposal.

Late proposals are not accepted regardless of postmark and will be returned unopened to the sender. No oral, telephone, fax, or e-mail proposals will be considered.

Contact with DWP Personnel

At no time shall the Consultant, its agents, representatives, or contracted personnel contact or otherwise communicate with DWP department personnel without prior arrangement with the General Manager or his designee, for the purposed of negotiating, modifying, changing, or interpreting the RFP or specifications. Any

changes, modifications, or interpretations must be in writing to Reginald Lamson, General Manager, 41972 Garstin Drive, Post Office Box 1929 Big Bear Lake, CA 92315, or via email at rlamson@bbldwp.com.

Office Hours:

Monday through Friday, 8:00 AM to 4:30 PM

Consultant Submittal Form - Attachment C

The submittal form shall be signed by an officer of the Consultant and include with the **Fee Proposal**.

Addenda to RFP

If it becomes necessary to revise any part of this RFP, addenda will be supplied to all Consultants receiving this Request for Proposal.

The selected Consultant will enter into a written agreement with the DWP for consulting services for a term to be mutually agreed upon by the DWP and selected Consultant. For informational purposes, the DWP's *Professional Services Agreement* is attached to the RFP as **Attachment D**.

Evaluation Procedures

The proposal review process shall include, but not be limited to, the following activities:

A. Proposed Evaluation Criteria

All proposals will be reviewed by the Management Team to determine responsiveness. Unresponsive proposals will be removed from consideration and notified in writing.

Responsive proposals will be reviewed and evaluated by the Personnel Committee. DWP may elect to screen and select a smaller group of finalists for an in-depth oral interview.

Proposals will be evaluated using some or all of the following criteria. The order in which they appear is not intended to indicate their relative importance.

- Proposer's compliance with specifications as set forth in the RFP.
- Experience, training, credentials, and experience.
- Proposed project schedule.
- Recent reference from comparable clients.
- Fee.

The DWP shall have absolute discretion in determining the applicability and weight or relative weight of some or all of the criteria listed above and is not required to select the lowest monetary proposer.

B. Right to Reject Proposals:

The DWP reserves the right to reject any or all proposals should it be deemed in its best interest to do so. Any award made for this engagement will be made for the consultant who, in the opinion of the DWP, is best qualified to perform the specified services.

Disclosure of Proposals/Public Records Act

Proposals will be kept confidential until such time as the DWP has completed its evaluation. Proposers are

cautioned that the agreement and proposals submitted are public records in accordance with the California Public Records Act (Govt. Code Section 6250 et seq.).

All proposals submitted in response to this RFP will become the property of the DWP and a matter of public record. The Consultant must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that it claims is exempt from disclosure. Any Consultant claiming such an exemption must also state in its proposal that the Consultant agrees to hold harmless, indemnify and defend the DWP and its agents, officials and employees in any action or claim brought against the DWP for its refusal to disclose such materials, trade secrets or proprietary information to any party making a request therefore. Any Consultant failing to include such a statement shall be deemed to have waived its right to an exemption from disclosure.

Pre-Contractual Expenses

Any cost incurred by the proposer in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the proposer. The DWP shall not, in any event, be liable for any pre-contractual expenses incurred by any proposer. In addition, no proposer shall include any such expenses as part of the price proposed.

Consultant's Independence

Consultant is an independent contractor with respect to all services performed under this agreement. Consultant accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for worker's compensation, Social Security, unemployment benefits, health benefits, sick leave, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries, or other remuneration paid to persons employed by Consultant on work performed under the terms of this Agreement. Consultant shall defend, indemnify, and hold harmless the DWP from any claims or liability for such contributions or taxes. Nothing contained in this Agreement or any act of the DWP, or consultant, shall be deemed or construed to create any third party beneficiary or principal and agent association or relationship involving the DWP. Consultant is not the DWP's agent and Consultant has no authority to take any action or execute any documents on behalf of the DWP.

Sub-Consultant

Use of sub-contractors must be clearly explained in the proposal, and major sub-consultants must be identified by name. Prime consultants shall be wholly responsible for the entire performance whether or not sub-consultants are used.

Fee Changes

All fees shall be firm and not subject to increase during the period of the Contract.

Laws of Governance

The selected firm will be required to comply with all existing state and federal laws including applicable equal opportunity employment provisions. The Contract shall also be construed and governed in accordance with the law of the State of California. Consultant shall comply with all federal, state and local laws, ordinances, and regulations applicable to the work. Consultant, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Contract.

Modification, Mistakes or Withdrawal of Proposals

Responses to this RFP may be modified or withdrawn by written e-mail or facsimile notice prior to the date

specified for the receipt of proposals. A proposal may be withdrawn by the consultant or its authorized representative prior to 4:00 pm on March 8, 2019. Telephone withdrawals are not permitted. If the apparent best qualified firm discovers a mistake, of a serious and significant nature, in its proposal which is unfavorable prior to the issuance of an Agreement, it may request consideration to modify or withdraw the proposal. In all cases, the decision of the Board of Commissioners is final. A mistake in the proposal will not be considered once an Agreement is issued.

Reservation of Rights

The DWP reserves the right to:

- Withdraw this RFP at any time without prior notice. Further, the DWP expressly reserves the right to postpone the opening of proposal for its own convenience.
- Accept or reject any and all proposals received in response to this RFP, and to re-advertise for new proposals.
- Waive or modify any irregularities in proposals received after prior notification to the consultant.
- Request the submission of proposal modification at any time before the award is made, if such is in the best interest of the DWP.
- Consider proposals or modifications received at any time before the award is made, if such is in the best interest of the DWP.
- Request clarification and/or additional information from the consultant during the evaluation process.
- In the event of Agreement termination, enter into Agreement negotiations with the next most qualified firm that submitted an acceptable proposal, rather than redoing the proposal process for the project.
- Negotiate with the selected consultant to include further services not identified in this RFP.

Expiration of the Proposal

By submitting a proposal, and if awarded the contract, the consultant agrees to enter into a Professional Services Agreement, **Attachment D**, in which the content shall be agreed upon by both parties. The firm's proposal shall not be revocable for 90 days following the response deadline indicated in the RFP. The DWP reserves the right to waive any defects in the offer of any consultant and to request additional information from any or all consultants.

Work Results

The work results and the reports may not be released by the Consultant without prior written consent of the DWP.

Thank you in advance for your interest in the City of Big Bear Lake, Department of Water and Power.

City of Big Bear Lake, Department of Water & Power
41972 Garstin Drive
PO Box 1929
Big Bear Lake, CA 92315

ATTACHMENT A

Regional Labor Market

Jurupa Community Services District
Big Bear City Community Services District (Water Dept.)
Desert Water Agency
East Valley Water District
Monte Vista Water District
City of Ontario (Water Department)
City of Victorville (Water Department)
Including 3 to 5 additional comparable water agencies

ATTACHMENT B

List of Positions – 30

Accounting Supervisor
Board Secretary/Administrative Analyst
Chief Financial Officer
Customer Field Service Supervisor
Customer Service Supervisor
Financial Analyst
General Manager
Human Resources Analyst
Transmission & Distribution Supervisor
Water Conservation/Public Information Supervisor
Water Production Supervisor
Water Superintendent
Accounting/Billing Assistant
Customer Service Representative I
Customer Service Representative II
Customer Service Representative – Senior
Field Data Technician
Meter Technician I
Meter Technician II
Pump Technician I
Pump Technician II
Purchaser/Inspector I
Purchaser/Inspector II
Senior Utility Billing Specialist
Utility Technician I
Utility Technician II
Utility Technician/Equipment Operator I
Utility Technician/Equipment Operator II
Water Conservation Technician
Water Operations Assistant
Temporary Laborer



ATTACHMENT C
(To be submitted with the Fee Proposal)
PROPOSAL FOR
CLASSIFICATION AND COMPENSATION STUDY

CONSULTING FIRM SUBMITTAL FORM

_____ (Consulting Firm) agrees to provide the City of Big Bear Lake, Department of Water & Power with professional consulting services and we will provide the following:

Total Project \$ _____

Along with this proposal we have included the information listed on page 5 of this Request for Proposal.

By submitting a proposal, and if awarded an agreement, the Consultant agrees to enter into a Professional Services Agreement (Attachment D) which the content shall be agreed upon by both parties. The Consultant's proposal shall not be revocable for 90 days following the response deadline indicated in the RFP.

_____ Signature	_____ Date
_____ Printed Name	_____ Title

Individual Authorized to Commit Consultant

Name: _____ Title: _____ Telephone
Number: _____
Email Address: _____

Consulting Firm's Mailing Address: _____

Telephone Number: _____

Website: _____

Official Contact(s) Regarding All Matters Concerning Proposal

Name: _____ Title: _____ Telephone
Number: _____
Email Address: _____

ATTACHMENT D



[[[MODEL AGREEMENT- REMOVE THIS TITLE WHEN USED]]]

**DEPARTMENT OF WATER AND POWER,
CITY OF BIG BEAR LAKE
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of ____, 201__, by and between the Department of Water and Power, City of Big Bear Lake, a municipal organization organized under the laws of the State of California with its principal place of business at 41972 Garstin Drive, Big Bear Lake, California 92315 (“DWP”) and **[INSERT NAME__]**, a **[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]** with its principal place of business at **[INSERT ADDRESS]** (“Consultant”). DWP and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 DWP. DWP is a Department of the City of Big Bear Lake, a charter city organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the DWP on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **[INSERT TYPE OF SERVICES]** services to public clients, is licensed in the State of California, and is familiar with the plans of DWP.

2.3 Project. DWP desires to engage Consultant to render such services for the **[INSERT NAME OF PROJECT__]** project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the DWP all labor, materials, tools, equipment, services, and incidental and

customary work necessary to fully and adequately supply the professional [**INSERT TYPE OF SERVICES**] 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 [**INSERT START DATE**] to [**INSERT ENDING DATE**], 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. [**IF A MULTI-YEAR CONTRACT, ADD THE FOLLOWING**: The DWP shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than [**INSERT NUMBER**] additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.]

3.2 Responsibilities of Consultant.

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

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

3.2.4 Substitution of Key Personnel. Consultant has represented to DWP 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 DWP. In the event that DWP and Consultant cannot agree as to the substitution of key personnel,

DWP 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 DWP, or who are determined by the DWP 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 DWP. The key personnel for performance of this Agreement are as follows: [INSERT NAMES ___].

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

3.2.6 Consultant's Representative. Consultant hereby designates [INSERT NAME OR TITLE], 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 DWP staff in the performance of Services and shall be available to DWP'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 warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors 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 DWP of the City of Big Bear Lake, 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 DWP 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 DWP, 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. 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 knowing it to be contrary to such laws, rules and regulations and without giving written notice to the DWP, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold DWP and the City of Big Bear Lake, their 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. Consultant agrees to certify that the consultant, any employee of the consultant, or sub-contractor engaging in work for the DWP has not been debarred by the federal or state government.

3.2.10 Insurance.

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

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 subcontractors. Consultant shall also require all of its subcontractors 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); 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*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, 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*: One Million Dollars (\$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 One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

3.2.10.3 Professional Liability. **[INCLUDE ONLY IF APPLICABLE - DELETE OTHERWISE]** 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 Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 **[INCREASE IF NECESSARY - OTHERWISE LEAVE AS IS AND DELETE THIS NOTE]** per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the DWP to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the DWP and the City of Big Bear Lake, its officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the DWP and the City, their officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the DWP or the City, their 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) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the DWP and the City of Big Bear Lake, their officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the DWP and the City, their officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the DWP or the City, their 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.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the DWP and the City of Big Bear Lake, their officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the DWP; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the DWP or the City, their officials, officers, employees, agents and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds

provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the DWP and the City of Big Bear Lake, their officials, officers, employees, agents and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the DWP. Consultant shall guarantee that, at the option of the DWP, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DWP and the City of Big Bear Lake, their officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the DWP.

3.2.10.8 Verification of Coverage. Consultant shall furnish DWP with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the DWP. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DWP if requested. All certificates and endorsements must be received and approved by the DWP before work commences. The DWP reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [INSERT WRITTEN DOLLAR AMOUNT] (\$ [INSERT NUMERICAL DOLLAR AMOUNT]) without written approval of DWP's [INSERT TITLE]. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to DWP 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. DWP shall, within forty-five (45) 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 DWP.

3.3.4 Extra Work. At any time during the term of this Agreement, DWP may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by DWP 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 DWP's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. [INSERT "IF" OR "SINCE" AS APPLICABLE] the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and [INSERT "IF" OR "SINCE" AS APPLICABLE] the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. DWP shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the DWP and the City of Big Bear Lake, their elected officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

[**IF DWP IS AWARE THAT THE CONSULTANT WILL PERFORM WORK SUBJECT TO PREVAILING WAGE LAW, PLEASE CONTACT LEGAL COUNSEL TO OBTAIN GUIDANCE REGARDING REVISING THIS PROVISION**] Effective April 1, 2015, if the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements

[IF A MULTI-YEAR CONTRACT, ADD THE FOLLOWING: 3.3.6 Service Rates. In the event that this Agreement is renewed pursuant to Section 3.1.2, if the Parties do not both agree to another Service Rate, the Service Rates shall be automatically adjusted each year at the time of renewal in accordance with the Consumer Price Index, All Urban Consumers, Los Angeles-

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of DWP 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.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. DWP 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 DWP, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, DWP 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 documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, DWP may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

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

DWP
Department of Water and Power,
City of Big Bear Lake
41972 Garstin Drive
P.O. Box 1929
Big Bear Lake, CA 92315
Attn: [INSERT NAME]

Consultant
[INSERT NAME]
[INSERT ADDRESS]
[INSERT ADDRESS]
Attn: [INSERT NAME]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48)

hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property.

This Agreement creates a non-exclusive and perpetual license for DWP to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, including, without limitation, any Computer Aided Design and Drafting (“CADD”) data, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that DWP is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the DWP. DWP shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at DWP’s sole risk. Any CADD data delivered to DWP shall not include the professional stamp or signature of an engineer, architect, or any other licensed professional, but shall be followed with a hard copy with such stamp or signature.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of DWP, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use DWP’s or the City of Big Bear Lake’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 DWP or the City.

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

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

3.5.6 Indemnification. Consultant shall defend, indemnify and hold the DWP and the City of Big Bear Lake, their 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, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts or omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against DWP or the City, their officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any such judgment, award or decree that may be rendered against DWP or the City or their officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse DWP and the City and their officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the DWP or the City, their officials, officers, employees, agents or volunteers. *****IF FOR DESIGN PROFESSIONAL SERVICES (ARCHITECT, LANDSCAPE ARCHITECT, ENGINEER OR LAND SURVEYOR), USE THE FOLLOWING ALTERNATIVE LANGUAGE AND DELETE THE ABOVE LANGUAGE.** To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the DWP and the City, their 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, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Consultant's Services, including without limitation the payment of all consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the DWP or the City, their officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against DWP or the City or their officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse DWP and the City and their officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the DWP or the City, their officials officers, employees, agents, or volunteers.***]

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

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

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

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

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

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

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

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

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

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

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

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage,

brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DWP shall have the right to rescind this Agreement without liability.

For the term of this Agreement, no member, officer or employee of DWP or the City, during the term of his or her service with DWP or the City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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 any City of Big Bear Lake's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for 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.

3.5.21 Compliance with City Policies. Contractor certifies that it is aware of the provisions of the City of Big Bear Lake's "Drug/Alcohol-Free Workplace policy," "Harassment and Compliant Procedure," and "Violence in the Workplace Policy," and agrees to comply with such provisions at all times during the performance of all work governed by this Contract.

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

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

3.6 Subcontracting.

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

[SIGNATURES ON FOLLOWING PAGE.]

DEPARTMENT OF WATER AND POWER,
CITY OF BIG BEAR LAKE

[INSERT CONSULTANT'S NAME]

By: _____
Reginald A. Lamson
General Manager

By: _____
(INSERT NAME)
(Insert Title)

Attest:

By: _____
Name

_____ Date

IN COMPLIANCE WITH PURCHASING POLICIES/ PROCEDURES

By: _____
Chief Financial Officer Date

¹Attestation of Consultant's signature must be obtained when required by the by-laws, articles of incorporation or other laws, rules or regulations applicable to Consultant's business entity.

EXHIBIT “A”
SCOPE OF SERVICES

[INSERT SCOPE]

EXHIBIT "B"

SCHEDULE OF SERVICES

THE CONSULTANT SHALL DILIGENTLY AND CONTINUOUSLY UNDERTAKE THROUGH COMPLETION ALL WORK REQUIRED UNDER THIS AGREEMENT

EXHIBIT "C"
COMPENSATION

[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]