

**City of Big Bear Lake
Department of Water**



Request for Proposal

Information Technology Management Services

Release Date: January 13, 2021
Response Due: February 12, 2021

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1. PURPOSE

The City of Big Bear Lake, Department of Water and Power (DWP) is seeking comprehensive managed technology infrastructure and network services. The selected Vendor will provide support for hardware (server, switches, desktop, laptops, tablets), network, and software, and monitoring, help-desk, back-ups, remote access and on-site support, email maintenance and support, device control and management (hardware and software), security, and disaster recovery. To accomplish this, it is expected that the selected Vendor will be able to work effectively with other DWP Vendors (such as proprietary software Vendors and internet service providers) and staff to make the Information Technology (IT) System a seamless process to the end-user.

It is also expected that the selected Vendor will assist management with long-term planning to keep systems current and functional in the most cost-effective manner possible. Additionally, the Vendor will work with the DWP's key management staff to develop and implement a day-to-day tracking and prioritization system for work order requests from the various departments.

The overall goal of this Request for Proposal (RFP) is to procure long-term, comprehensive, reliable, timely, proactive IT management and support that will promote the mission of the DWP in serving its ratepayers. The DWP is using a qualification-based process to award an agreement to the successful Vendor. Although cost is a significant criterion for selection, the DWP will be awarding an agreement based upon a number of criteria.

2. INTRODUCTION

The City of Big Bear Lake is located in the San Bernardino Mountains, approximately 95 miles east of the Los Angeles. The City is a year-round resort destination with winter sports, hiking, biking, boating and fishing. The DWP provides water service (but not electric service) to approximately 15,800 connections throughout the Bear Valley.

3. BACKGROUND

The DWP has approximately 35 employees with varying levels of computer knowledge. The largest component of the Department's IT needs is to ensure the Customer Information System (CIS) (including utility billing) is able to successfully generate approximately 8,500 utility bills per month. The software used for CIS is Vendor-supported under maintenance contracts with Tyler Incode. IT support is needed to ensure that the hardware and other software interfaces are maintained at the highest level. DWP is in the process of identifying a mobile workforce platform for CIS and Water System Infrastructure Asset Management (IAM). Under consideration is Cityworks with Storeroom. The DWP's IT services are currently outsourced with full-service managed IT.

4. DWP CONTACT

Any questions regarding this RFP should be directed to:

Name	Dani McGee
Phone	(909) 866-5050 x299
FAX	(909) 866-3184
Email	dmcgee@bbldwp.com
Website:	www.bbldwp.com

5. PROPOSAL SUBMISSION

Please submit one electronic copy (PDF preferred) of your Technical Proposal to:

Danielle D. McGee
Chief Financial Officer
dmcgee@bbldwp.com

SEPARATELY, please submit one electronic copy (PDF Preferred) of your Fee Proposal to:

Danielle D. McGee
Chief Financial Officer
dmcgee@bbldwp.com

FEE PROPOSAL MUST BE SUBMITTED SEPARATELY. ANY TECHNICAL PROPOSAL THAT INCLUDES PRICING INFORMATION IN IT MAY BE REJECTED.

The Vendor is encouraged to confirm delivery of the proposal. DWP is not responsible for delivery failures.

6. FACILITIES TOUR

Vendors may attend an optional facilities tour (see Events Section for date and time). Please confirm if you plan to attend this tour.

7. DUE DATE

All proposals are due by 4:00 PM Pacific Time on Tuesday, February 12, 2021. Any proposal received after the required time and date specified for receipt shall be considered late and non-responsive. Any late proposals will not be evaluated for award.

8. COVER LETTER

A cover letter, signed by either the owner of the company, sole proprietor, or other representative authorized to bind the Vendor, must accompany every response to the RFP in order for it to be considered.

9. AUTHORITY

All proposals shall include a statement indicating that the submitter is authorized to offer this proposal by his/her company and may bind the company under contract if selected.

10. PRESENTATION/INTERVIEW

The DWP may ask a Vendor to make a presentation or consent to an interview. If an interview is requested, the proposed key project staff, as identified in the Proposal, must be in attendance. While on-site presentations are preferred, the Vendor may elect to employ an online interface, such as webex, zoom, or go-to-meeting. If the Vendor elects to use a web interface, the Vendor accepts responsibility for the quality of the interface and any impact that it may have on the presentation.

11. SCHEDULE OF EVENTS

Event	Date
1. Advertisement of RFP	January 13 2021
2. RFP Distribution to Vendors; RFP available on DWP Website	January 13, 2021
3. Intent to Propose due to DWP	January 19, 2021
4. Site Tour (optional, weather permitting) *	January 22, 2021
5. Deadline for submitting Requests for Clarification	January 28, 2021
6. Clarifications/Addenda posted on DWP website	February 4, 2021
7. Proposal Due Date – 4 p.m.	February 12, 2021
8. Proposal opening and evaluation	February 12 through February 16, 2021
9. Presentations/interviews* (at the DWP's discretion)	February 17, 2021
10. Final evaluation	February 18, 2021
11. Proposals presented to Board of Commissioners for consideration	February 23, 2021
12. Anticipated decision and selection of Vendor	February 23, 2021
13. Kick-off Meeting (tentative)	March 2, 2021
14. Full transition of services	April 1, 2021

*The DWP reserves the right to reschedule these dates at its discretion.

12. GUIDELINES FOR PROPOSAL PREPARATION

Award of an agreement resulting from this RFP will be based upon the most responsive and responsible Vendor whose offer will be the most advantageous to the DWP in terms of functionality, cost, and other factors as specified elsewhere in this RFP. Vendor responses will be evaluated based on the details provided. Preferences will be afforded to the Vendor that provides a comprehensive, cost-effective solution for current specifications, future capacity requirements, relevant experience, and ongoing service and support.

INTERPRETATION OR CORRECTION OF CONTRACT DOCUMENTS: The Vendor shall, before submitting its proposal, carefully study and compare the components of the RFP documents and the conditions under which the work is to be performed. The Vendor shall review the RFP documents to determine if there are any particular requirements for this project that may impact the preparation of the proposal, including indemnity, insurance, and any other requirements.

In the event the Vendor has any questions regarding the meaning of any part of the RFP documents, or finds any error, omission, inconsistency, or ambiguity in the RFP documents, the Vendor shall make a written Request for Clarification no later than January 28, 2021. Requests for Clarification or interpretation of RFP documents shall be addressed only to Danielle McGee, Chief Financial Officer. It shall be the Vendor's responsibility to ensure that any such request is submitted to DWP in a timely manner in order to allow the DWP sufficient time to issue a written addendum. In submitting a proposal in response to this RFP, the Vendor is certifying that it takes no exceptions to this RFP including, but not limited to, the attached agreement. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, the Vendor is directed to carefully review the attached agreement and, in particular, the insurance and indemnification provisions therein.

If necessary, the DWP shall make clarifications, interpretations, corrections, and changes to the RFP documents by addendum issued as provided in these instructions. Purported clarifications, interpretations, corrections, and changes to the RFP documents made in any other manner shall not be binding on the DWP, and Vendors shall not rely upon them.

The Vendor's proposal and signed acknowledgment of terms and conditions, as well as all attachments, must be returned to the above email address by the due date. Vendors must submit one (1) copy of the Technical Proposal in electronic format (PDF or Word) via email to Danielle D. McGee dmcgee@bbldwp.com. Vendors are required to clearly identify any limitations or exceptions to the requirements defined in this RFP. Alternative approaches will be given consideration if the approach clearly offers increased benefit to DWP. The DWP is not responsible for non-receipt or mis-delivery, and it is the Vendor's responsibility to ensure DWP has received its communication. Vendors must SEPARATELY submit one (1) copy of the Fee Proposal in electronic format (PDF or Word) via email to Danielle D. McGee dmcgee@bbldwp.com.

The Vendor must have been in business doing this type of work for at least the last five (5) years. Specifically, the Vendor must have done similar projects for other government agencies.

The decision for selection will be made on a combination of criteria, including: (1) comprehensiveness of proposal, (2) responsiveness and adherence to format, (3) quality and completeness of proposal, (4) qualifications and experience of the firm or partnership with same or similar equipment/services, (5)

Vendor's ability to perform in a timely fashion, (6) technical merits of specifications, system capabilities, reliability, and flexibility, (7) system design and implementation, (8) total cost (including ongoing operating costs), (9) local project team and subcontractor/consultant qualifications, (10) reputation of Vendor and products in similar installations, and (11) DWP's perception of Vendor's stability within the industry.

The DWP reserves the right to:

- Reject any or all offers and discontinue this RFP process without obligation or liability to any potential Vendor
- Accept other than the lowest priced proposal
- Award an agreement on the basis of initial offers received, without discussions or requests for best and final offers
- Award more than one agreement

The DWP prefers a proposal with a single or primary Vendor. If a Vendor partnership submits a proposal, a primary Vendor who will be responsible for all hardware, software, integration, and implementation services shall be identified. This primary Vendor will be responsible for the satisfactory performance of all subcontractors performing work under this agreement. All sub-contractors must be identified in the proposal submitted.

All quotes shall be held firm for a minimum of 120 days after the proposal due date to allow adequate time for DWP to consider each proposal and make an award. Upon receipt of its proposal by DWP, the Vendor shall be presumed to be thoroughly familiar with all aspects of this work. The failure or omission to examine any location, equipment, form, instrument, or document shall in no way relieve the Vendor from any obligation with respect to this proposal.

DWP's designated staff will evaluate proposals received and reserves the right to retain all proposals submitted.

PUBLIC RECORDS AND PROPRIETARY INFORMATION: Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals submitted in response to this RFP shall be held confidential by DWP and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 et seq.) until after either DWP and the successful proposer have completed negotiations and entered into an Agreement or DWP has rejected all proposals. Subsequently, all correspondence with DWP including responses to this RFP will become the exclusive property of DWP and will become public records under the California Public Records Act. Furthermore, DWP will have no liability to the Vendor or other party as a result of any public disclosure of any proposal or the Agreement. If a Vendor desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Vendor must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Vendor submits trade secret information, the Vendor must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, DWP is not in a position to establish that the information that a Vendor submits is a trade secret. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary", DWP will provide Vendors who submitted the

information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

Submission of a proposal indicates the Vendor's acceptance of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the agreement.

The preparation of the RFP will be at the total expense of the Vendor. There is no expressed or implied obligation for DWP to reimburse responding Vendors for any expense incurred in the preparation of proposals in response to this RFP. All proposals submitted to DWP shall become property of DWP and will not be returned.

13. SCOPE OF WORK

13.1. REQUIREMENTS

The company awarded this agreement will work with the Chief Financial Officer and other key staff to provide a seamlessly integrated system of support for all IT services.

Network Administration: This consists of a variety of tasks required to initiate, adjust and implement network functions such as:

- Creation of new user accounts to include e-mail, distribution lists assignments, security group assignments and individual file access privileges.
- Creation of system accounts for all hardware and devices on the network, including implementation and maintenance of associated device drivers (i.e. network printers).
- Mapping of network resources such as shared file storage drives (i.e. G:, X: drives) and network printers.
- Removal of user accounts to include archival of e-mail and file system data.
- Creation of or adjustments to security and distribution groups.
- Administration and updating of virus and malware protection system servers and clients.
- Adjustments to Internet web filtering system.
- Adjustments to e-mail spam filtering system.
- Documentation of current configuration and status of network system.
- Ensuring network security is robust and appropriate for the protection of sensitive customer and governmental information.

Infrastructure Maintenance and Management: Ensuring consistent performance, maximizing "up-time" and minimizing system failures is largely dependent upon applying due diligence in performing routine maintenance and management tasks. These tasks include the following:

- Regular updates to operating systems, running applications, and hardware/firmware for infrastructure computer systems, including file servers, e-mail systems, special purpose devices and application servers.
- Optimization of processes to file system disk storage such that it is performing well and in good working order.

- Monitoring and adjusting data backup and recovery systems to include new or changing data sources as required.
- Testing of data restoration processes must be regularly tested to validate effectiveness in the event of a system failure.
- Updating and distributing updates for Virus/Malware systems and definitions to client computers and servers.
- Oversight of Mobile Device Management System (currently, IBM Maas360 with Watson)

Equipment Lifecycle Management: As the pace of technology development moves forward, it is prudent to plan for replacement of older equipment and software so that the overall system remains current, supportable and so that the risks of failures due to age are minimized. The DWP's servers and other network infrastructure are approaching end-of-life. Full-service manufacturer's warranty and support contracts need to be maintained for the entire term of use on all of the following:

- Client computer equipment
- Network accessible printing equipment
- Application and file servers
- Network infrastructure equipment (firewall, VPN, Switches, WiFi access points, etc.)
- Telephone switches and all user telephone devices
- Mobile equipment such as laptops, or tablets (i.e. iPads, Surface Pro)
- Application software systems major upgrades or replacements need to be continually evaluated and planned for as appropriate. Minor updates to these systems are completed on a regular basis as described above (Infrastructure Maintenance and Management).
- Equipment replacements of aged units should be planned and implemented in such a way to reduce or eliminate impact on the overall network or the individual user. This means that equipment must be pre-staged with appropriate configuration to adequately replace the existing equipment prior to actual installation. The Vendor is to monitor lifecycles and service contracts for all hardware and advise management of end of life or impending service contract expiration.

General User Service Requirements: General user requests are constantly being generated. Some requests can be dealt with in a matter of just a few minutes with remote connectivity, while others may take several hours or days to resolve. Expected on-site hours total 2 hours per week but could be as few as none or as many as 16 hours.

Planning for Remote Work Options: As a result of the COVID-19 Pandemic, DWP currently has established secure remote connectivity to the DWP servers for a small number of employees. The Vendor should be prepared to propose an expansion of remote work capabilities including the potential for converting Customer Service to receive and respond to calls remotely, as well as performing other essential functions in support of customers and the DWP as a whole.

Consultation: Effective planning for the daily operations and long-term support of the technology infrastructure requires continual communication and agreement on direction and priority.

Communicate new developments in technology that could improve efficiency and/or effectiveness of IT operations.

13.2. OUTCOME AND PERFORMANCE STANDARDS

Some tasks may be completed remotely using a virtual private network (VPN) or other comparable and secure access method. Other tasks must be completed on-site. Tasks are divided into three categories:

- 1) Scheduled Tasks – previously scheduled with concurrence of DWP Staff
- 2) Priority Unscheduled Tasks – preferred response time 24 Hours or less
- 3) Emergency Tasks – preferred response time 2 hours

13.3. DELIVERABLES

Effective April 1, 2021, Vendor must be prepared to meet the performance standards. By April 30, 2021, Vendor must provide a list of any and all vulnerabilities identified with the DWP's current IT System. By May 31, 2021, Vendor must provide a lifecycle replacement plan.

13.4. TERM OF AGREEMENT

Agreement term will be one year with options to renew for four additional one-year terms and with the right to cancel as outlined in the sample Professional Services Agreement (Exhibit A).

13.5. PAYMENTS, INCENTIVES AND PENALTIES

Fees quoted by Vendor are to include all costs associated with the proposal. No additional fees will be paid unless agreed to in writing in advance by the DWP.

13.6. CONTRACTUAL TERMS AND CONDITIONS

The DWP's standard professional services agreement is attached as Exhibit "A."

14. REQUIREMENTS FOR PROPOSAL PRESENTATION

Please respond to the following in your proposal. Please use the same order and titles to help facilitate scoring your proposal.

14.1. GENERAL COMPANY INFORMATION

Provide a profile of your company, including background and history, size, locations, certifications, credentials, etc. Please provide details of your company's practices for staying current on regulations, legislation, certifications, and compliance. Describe all staff that will be utilized to perform contractual duties under your proposal, and their certifications, experience, and duties.

Provide references of similar sized or larger agencies that the Vendor is currently servicing.

14.2. SECURITY

- Describe your strategy for securing your client's data. Include your company's policies as well as any security certificates that you possess.
- Describe your company's security certification and expertise.

14.3. CLIENT RELATIONSHIP MANAGEMENT

- Describe how you would manage customer relationship within the DWP end-users.
- Resumes (including dates of all relevant experience) of all staff expected to support the DWP and an organization chart explaining the reporting relationships.
- Describe how you will propose changes in technicians assigned to the agreement.
- Describe all support staff that would be expected to serve the DWP, including executive, project, and account staff.
- Describe the responsibilities of each individual proposed to be assigned to the DWP's account
- Describe the hours of operation for on-site staff as well as help desk staff.
- Describe how afterhours support would be available.
- Describe how you would report to DWP contacts and users about status of systems, elicit needs of users, needs for change, etc.

14.4. SERVICE LEVELS

- Describe service levels you will provide to the DWP. Note that penalties may be assessed for not meeting service level response times identified.
- Describe your work order/trouble ticket system.
- Describe availability of key staff during normal business hours.
- Describe how staff is available 24/7.
- Provide your guaranteed response time for issues dependent upon severity and time of day
- Provide your average response time for after hours issues.
- Scheduled down times for routine maintenance
 - How are scheduled down times determined; how communicated?
- How do you propose that the service level agreement be enforced?
- Describe your communication strategy for keeping clients informed of system conditions and changes.
- Describe how you would assist the DWP's key management to strategically plan to ensure that the DWP's IT system retains its usefulness, viability, compatibility, and dependability.
- Describe your plans for disaster recovery.
- Describe how major software upgrades would be applied and what upgrades would require additional fees.

14.5. CHANGE CONTROL

The DWP requires preapproval by the Chief Financial Officer of any changes made to the computing environment.

Please discuss how you would institute change control in the DWP's computing environment.

14.6. MONITORING

- Describe your monitoring tools and strategies to monitor and insure the stability of the computing environment in the DWP.
- Describe how these monitoring results would be communicated to the DWP.

14.7. DOCUMENTATION AND RECORDS

- Describe how you would document and record maintenance, installation, performance, and changes to the system.
- Describe the documentation that you would make available to the DWP at the end of the agreement period.
- Describe how you would maintain confidentiality in strict conformance with HIPPA and other confidentiality laws and regulations.

14.8. FEES

In a SEPARATE submission, please provide all fees associated with the proposed agreement for services. The following should be included in your fee proposal:

- Fees for service initiation
- On-going monthly fees and what is included and excluded.
- Fees for connectivity to support site

Optional fees:

- Extra work which is outside the proposal
- Optional ongoing services
- Ad-hoc services
- Escalation fees
- Off-site disaster recovery
- Response and emergency fees

15. EVALUATION FACTORS FOR AWARD

15.1. CRITERIA

Any award to be made pursuant to this RFP will be based upon the proposal, with appropriate consideration given to operational, technical, cost, and management requirements. Evaluation of proposals will be based upon the Vendor's responsiveness to the RFP, ability of the Vendor to meet the needs of the DWP and fees covered by the RFP.

The following elements will be the primary considerations in evaluating the proposals and in the selection of a Vendor:

1. An assessment of the Vendor's ability to deliver the indicated services in accordance with the specifications set out in this RFP. (30%)
2. The Vendor's stability, experiences, and record of past performance in delivering such services. (25%)
3. Availability of sufficient high-quality Vendor personnel with the required skills and experience for the specific approach proposed. (25%)
4. Vendor's compliance with the response format requested in Section 14. (10%)
5. Completion of all required responses. (10%)

16. DESCRIPTION OF ENVIRONMENT AND EXISTING INFRASTRUCTURE

The following information should be used to determine the scope of this project and provide pricing for this engagement. The DWP currently has 35 full-time employees, and no IT staff.

16.1. NET WORK ASSESSMENT

Hardware Infrastructure Report – December 20, 2020

- 36 Windows-10 Workstations and 2 laptops; 4 Windows-7 ESU workstations with remote access to legacy software
- 1 Production ESXI Host with VMWare (Dell PowerEdge 730 supported through 8/26/21) – End-of-Life
- 1 Backup ESXI with VMWARE (StorageCraft) (Dell PowerEdge 730 supported through 8/26/21) – End-of-Life
- 1 HP SAN
- 10 Virtual Servers (Windows and SQL)
- 1 Watch Guard Firewall
- 9 Switches and/or routers
- 8 Printers
- 17 Tablets deployed with Mobile Device Management
- 2 Cell Phones deployed with Mobile Device Management
- 1 SCADA workstation and 1 SCADA Server (not included in Vendor’s scope of this proposal)
- Xirrus Wireless Network with 2 access points
- 1 Shoretel VoIP phone system with separate server, 25 Shoretel phones (not currently included in Managed IT support, option to include this service is at the choice of the Vendor)

Supported Applications Report – December 20, 2020

CoreFTP
Crystal Reports
Great Plains
inHANCE
ESRI
Real Asset Management - Asset 4000
MaaS360
Windows ESU
Office 365
VMWare
LaserFiche
Tyler Incode 10; Tyler Content Manager
Sensus analytics
Cityworks (under consideration)

17. EXHIBIT A – PROFESSIONAL SERVICES AGREEMENT



[[[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

Exhibit A

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

Exhibit A

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 subcontractor 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.

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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

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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.

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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-Riverside-Orange Counties ("CPIU").]

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

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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

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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 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 DWP or the City,

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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

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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, estoppel, or otherwise.

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

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

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, 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 therefrom.

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

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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

¹ Attestation 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]