



CITY OF

BIG BEAR LAKE *California*

REQUEST FOR PROPOSALS

The City of Big Bear Lake
Community Development Department
invites submissions for:

COMMUNITY VISIONING FACILITATION, VISION STATEMENT AND ACTION PLAN

RFP Issue Date: January 5, 2022

Submissions responding to this RFP must be received by Sue O'Strander, Community Development Director via e-mail at sostrander@citybigbearlake.com no later than 3:00 p.m., Thursday, February 10, 2022.

Community Development Department

39707 Big Bear Boulevard, PO Box 10000, Big Bear Lake, CA 92315 • (909) 866-5831 • www.citybigbearlake.com

1. PURPOSE

The City of Big Bear Lake invites proposals from qualified consultants to conduct a citywide visioning process. In the mid-to-late 1990s, a community-wide visioning process resulted in the “Share the Vision Big Bear 2020” report, dated September 12, 1996. That process helped to shape the City’s General Plan, adopted on August 23, 1999.

As the make-up of the community has changed since the 1990s, the City wishes to conduct a comprehensive and engaged community outreach with all stakeholders to assess current expectations as to Big Bear Lake’s identity and future goals. The City Council has indicated the importance of building community consensus and establish a foundation for the City’s policies and goals for the next 20-year period.

2. BACKGROUND

Over the past 20 years, the City has achieved many goals stated in the General Plan. During this period, the City of Big Bear Lake has evolved into a four-season resort community drawing a majority of visitors from within a 175-mile radius. Many stakeholders represent various important aspects of the community, including residents, second homeowners, business investors, and visitors. These parties are each interdependent on one another and maintaining a balance among all stakeholder is key to ongoing and future community success.

During the COVID pandemic in 2020, the community experienced much higher visitation than normal, whereby permanent community members felt that there were no breaks from the nonstop visitation for many months on end. Also, like many other ‘zoom’ towns, land costs increased tremendously, creating a deficit in needed housing stock to support the local workforce. Negative sentiment towards visitors grew, with most concerns focused on loud obnoxious parties, trash, and basic disrespect for the community. This created division in the community due to contrasting goals and expectations of various stakeholder groups.

The City Council initiated discussions on the General Plan at a meeting on September 20, 2021. Due to the varied opinions of the community, it was clear to the Council that development of an updated community vision should be the first step towards the comprehensive planning effort.

On October 18, 2021, the City Council conducted a study session to consider several options to approach the comprehensive planning effort. As the General Plan is a critical foundational document supporting all City programs, the City Council directed staff to focus first on a comprehensive community visioning process. The City Council expressed interest in establishing an advisory committee to assist with the visioning including representation by all community stakeholders, multiple opportunities for outreach and engagement, accurate assessment of the community’s hopes and expectations, and a

resulting plan that embraces diverse thoughts and builds consensus and a foundation on which future policies can be based on.

At a meeting on November 1, 2021, the City Council authorized staff to pursue a Request for Qualifications/Proposals and invite qualified consultants to develop and lead a new community vision for Big Bear Lake.

3. SCOPE OF WORK

The City of Big Bear Lake seeks to retain a highly qualified Consultant experienced in community facilitation with diverse stakeholders. The visioning process must be transparent and extensive to reach a broad audience with the use of innovative outreach efforts. A variety of effective approaches must be included to ensure engagement with and participation by a broad and deep cross section of the community. The Consultant will have experience facilitating workshops and focus groups as well as other strategies aimed at capturing widespread public input in order to create an accurate framework for future decision-making.

A future action by the City Council will include formation of an advisory committee to assist with the visioning process. While it would be impossible for the committee to represent every single interest in the community, it will reflect a broad spectrum of stakeholders. It is anticipated that the committee will be established in Spring of 2022.

Consultant efforts should, at a minimum, include:

- Coordinated project management for this effort at the City's direction;
- Provide guidance on development of the Vision Plan to include strategic planning and implementation process to the City;
- Comprehensive and effective outreach to community members and the advisory committee, as appropriate;
- Coordinate and facilitate community engagement utilizing traditional and creative outreach techniques, including but not limited to interviews with community members in leadership roles, charrettes, workshops, online surveys for outreach, and other strategies to engage hard-to-reach stakeholders;
- A comprehensive written summary of the community sentiment, including the various engagement efforts, and accurate analysis of the findings/outcomes;
- Develop a Vision Plan to document the identified community values and a community vision statement along with key components supporting the vision, and realistic strategies or actions (short, medium and/or long range) for implementation;
- Presentation(s) of updates, final report, findings, and recommendations to the advisory committee and/or City Council; and

- All final documents and presentations must be provided to the City in a format that is unlocked and accessible to the City (e.g. Microsoft Word, Excel, PowerPoint).

Upon formation, the advisory committee will convene regularly to receive updates from and provide input to the City and Consultant team. The goal is to complete a draft Vision (and Action) Plan in less than 9 months.

Consultants are encouraged to submit a proposal that addresses the essential elements of the described Scope of Work. Additional elements may be proposed if such components would significantly improve the project outcome. Any measures to improve cost-efficiency are also welcome, so long as these do not compromise the core goals and expectations of the community visioning process.

Both the core proposals and any additive alternatives and cost-efficiency measures must provide a clear description of the work, reasoning for consideration, timeline of tasks, and a fee proposal. Please submit the fee proposal in a separate e-mail. The selection team will review all other criteria before consideration of the fee proposal.

4. AVAILABLE RESOURCES

The following documents and resources are readily available, if needed, as additional resources:

- [City of Big Bear Lake General Plan](#), adopted on August 23, 1999
- ["Share the Vision Big Bear 2020" Report](#), dated September 12, 1996 provided as Attachment 1 to October 18, 2021 City Council Agenda Item 1.2 (starts on pg. 47)
- Archived City Council Agendas for the September 20, 2021 (Item 2.3), October 18, 2021 (Item 1.2), and November 1, 2021 (Consent Agenda Item 2.8) meetings at <https://www.citybigbearlake.com/index.php/city-council-agenda-archive>
- Videos for the September 20, 2021 (Item 2.3) and October 18, 2021 (Item 1.2) City Council meetings at <https://bigbearlake.12milesout.com/#page=1>

5. ANTICIPATED RFP SCHEDULE

The tentative schedule for this RFP is anticipated as follows, but may change as necessary:

January 5, 2022	Issuance/Distribution
January 20, 2022	Deadline for consultant questions, no later than 3:00 p.m.
February 10, 2022	Submissions must be received no later than 3:00 p.m.
March 7, 2022	Contract approval by City Council
April 2022	Initiate work under awarded contract

6. SUBMITTAL INSTRUCTIONS

By submitting a response, Consultant represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the City's objectives, as described under Purpose and Scope of Work. Consultant is prepared to comply with all statutes and regulations applicable to the work to be performed.

6.1 City Contact

Should a Consultant require clarifications to this RFP, such inquiries must be submitted in writing before 3:00 p.m. on January 20, 2022. If the point in question is not clearly and fully set forth in the RFP, the City of Big Bear Lake will issue a written response or addendum clarifying the matter, which will be posted on the City's webpage.

All inquiries/communication relating to this RFP must be timely and directed to:
Sue O'Strander, Community Development Director
sostrander@citybigbearlake.com

6.2 Submission Deadline

Late Proposals will be rejected and returned. All Proposals must be timely, presented in the required format, and submitted to Sue O'Strander, Community Development Director via e-mail at sostrander@citybigbearlake.com no later than 3:00 p.m. on Thursday, February 10, 2022.

6.3 Acceptance of Proposals

- The City of Big Bear Lake reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposals.
- The City of Big Bear Lake reserves the right to amend, withdraw or cancel this RFP at any time without prior notice and it makes no representations that any contract will be awarded to any Consultant responding to this RFP.
- The City of Big Bear Lake reserves the right at its sole discretion to modify this RFP should the City of Big Bear Lake deem that it is in the best interests to do so.
- Proposals received by the City of Big Bear Lake are public information and will be made available to any person upon request, after the entire proposal evaluation process has been completed.
- Submitted proposals are not to be copyrighted.

7. EVALUATION CRITERIA

Each Proposal will be evaluated and ranked by the City of Big Bear Lake. The following factors will be considered, as follows:

Evaluation Factor	Maximum Points
Knowledge and qualifications of project manager and key staff	20
Understanding and vision of project scope	30
Schedule and timing to complete tasks	30
Cost-effectiveness of proposal	20

The evaluation factors will be applied to eligible and responsive Consultants in the selection process. A Consultant may be selected without discussion after proposals are received. At the City's discretion, interviews may or may not be conducted. Therefore, Proposals should be submitted on the most favorable terms (review the Proposal Elements section for details of requested information).

7.1 Knowledge and Qualifications of Project Manager and Key Staff

It is imperative that the key personnel providing the services have the background, experience, and qualifications to address the City's needs for this RFP. The City of Big Bear Lake reserves the right to approve all key personnel individually for work on the contract. The Consultant must identify all proposed key personnel.

The Proposal shall name the assigned Project Manager and all key personnel. Resumes and qualifications of the Consultant team, including their assigned role, experience, and examples of similar projects shall also be provided.

After a contract is signed, Consultant may not replace key personnel assigned to the project without written agreement of the City of Big Bear Lake. City approval is required before any personnel substitutions may occur. The City of Big Bear Lake reserves the right to request that the Consultant replace a staff person assigned to the contract should the City of Big Bear Lake consider such a replacement to be for the good of the project. Replacement staff would be subject to the City of Big Bear Lake written approval prior to assignment to the team.

7.2 Understanding and Vision of Project Scope

Consultant shall provide a narrative that addresses the Scope of Work for this RFP that demonstrates that the Consultant fully comprehends the City of Big Bear Lake's expectations under this RFP. Proposal should include:

- A description of the Consultant's general approach for completing the activities specified in the Scope of Work. The work plan shall be of sufficient detail to demonstrate the Consultant's ability to accomplish project

objectives and that Consultant understands the City of Big Bear Lake's goals and objectives.

- Outline the activities that would be undertaken in completing the Scope of Work and specify who in the firm would perform them.
- Identify any special issues or problems that are likely to be encountered in a project of this type and how the Consultant would address them.
- Consultant is encouraged to identify additive alternatives and/or cost-effective measures to the Scope of Work that do not materially deviate from the objectives.

7.3 Schedule and Timing to Complete Tasks

Consultant should be mindful of the City's need for timely completion of the project. A comprehensive Proposal should include a schedule for timely completion and all necessary tasks.

7.4 Cost-Effectiveness

Consultant should identify methods that will be incorporated to ensure quality control for the project, including budget and schedule management. This information should be included as part of the RFP response for consideration in the evaluation and ranking process.

A separate cost proposal shall include all labor costs, overhead costs, sub-consultant costs, and an itemized list for direct expenses. Costs must be shown in a matrix format, by task grouping, and show hours per staff member and labor costs. The cost proposal shall also be timely submitted concurrent with the Proposal in a separate e-mail labeled "RFP Cost Proposal" (see Submission Deadline).

8. PROPOSAL ELEMENTS

Consultants must submit Proposal responses to include all requested information, as outlined in this section. Responses must be comprehensive and organized as follows:

A. Cover Letter

The cover letter must be signed by an officer of the firm authorized to execute a contract with the City. The primary contact should be identified with a phone number, email, location and mailing addresses.

B. General Qualifications

Provide a summary of the Consultant’s qualifications, general information about the firm, location of office(s), years in business, and areas of expertise. Provide a brief description of recent projects that involved a similar scope of services.

C. Key Staff & Sub-consultants

Identify key staff and include a description of their abilities, qualifications, experience, and role for this RFP. Attach resumes of key staff that will be assigned to this project and include a proposed project management structure and organizational chart.

Identify any portion of the scope of work that would be subcontracted. Include firm qualifications (brief) and key personnel, telephone number, email address, and contact person for all subcontractors. The City reserves the right to approve or reject all consultants, internal staff performing consulting services, or sub-consultants proposed by the Consultant.

D. Project Workplan

Consultant shall demonstrate its understanding of the project with a detailed workplan/approach and methodology for successful project completion. Consultant shall expand on the Scope of Work, if appropriate, to accomplish the overall objective of the project and provide suggestions which might enhance the project outcome. Include assumptions about the number of meetings needed with City staff and other stakeholders to complete the Scope of Work. Consultant shall provide an example of similar projects prepared by the firm or proposed team. Consultant shall also include a schedule of work, including benchmarks, milestones, and deliverables.

E. References

Consultant shall provide a list of references for the firm and any sub-consultants, including the names, addresses, email addresses, and telephone numbers of recent clients, preferably other public agencies for which Consultant has done similar work. Include a list of specific projects associated with each reference, date work was performed, budget/cost, whether the project was or was not completed within budget, and key personnel involved.

F. Budget

The cost proposal shall include all labor costs, overhead costs, sub-consultant costs, and an itemized list for direct expenses. Costs must be shown in a matrix format, by

task grouping, and show hours per staff member and labor costs. The cost proposal shall be submitted in a separate e-mail.

G. Agreement for Professional Services

Please provide a statement that the City’s standard Agreement for Professional Services has been reviewed and that the Consultant will be able to provide the required insurance in the amount, types, and endorsements. Alternatively, if there are provisions within the City’s Standard Agreement, including insurance requirements, that are not acceptable to your firm, please indicate what provisions those are and reasons why, and what substitution your firm would suggest.

9. GENERAL INFORMATION

- Appendix A contains the City’s template for professional services agreement, which would be utilized for this Project.
- The City of Big Bear Lake reserves the right to modify the professional services agreement to the extent that it deems necessary either before or during any negotiations with the selected Consultant.
- The Consultant is expected to review the general terms and conditions and acknowledge their acceptance of Appendix A in the Proposal Cover letter (or their objections to specific parts of Appendix A) as a mechanism to expedite the contract negotiation process.
- To accommodate a possible delay in reaching a contract agreement, all parts of the Proposal and especially the offer of key personnel as described in the RFP shall be valid for one hundred eighty (180) days after submittal of the Proposal.
- The City of Big Bear Lake does not intend to provide office space for Consultant’s personnel at the City of Big Bear Lake. The City of Big Bear Lake does not intend to reimburse the Consultant for personnel relocation under a contract on this solicitation. Staff assigned under the Proposal that are needed for specific tasks on the contract may, with the City of Big Bear Lake written approval in advance, be eligible for reimbursement for all reasonable, normal costs associated with travel outside their office/home office.

City of Big Bear Lake
Professional Services Agreement

APPENDIX A



CITY OF BIG BEAR LAKE *California*

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of _____, 20____ by and between the City of Big Bear Lake, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 39707 Big Bear Boulevard, Big Bear Lake, California 92315 ("City"), 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***** (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A." **[Alternatively, Scope of Services can be included here and all subsequent exhibits renumbered accordingly.]**

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B." **[Alternatively, Schedule of Charges may be included here and all subsequent exhibits renumbered accordingly.]**

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$_____ **[Insert amount of compensation]**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. **[Insert Term or Time of Performance].**

[If engaging the Consultant for a particular term, use the following provision]

The term of this Agreement shall be from **[Insert start date]** to **[Insert end date]**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed (“Notice to Proceed”). **[If the City has specific milestones or timelines for performance, please input those requirements in the “Activity Schedule” attached as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

[If engaging the Consultant to perform a discrete task with a specified deadline, use the following provision]

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed (“Notice to Proceed”). Consultant shall complete the services required hereunder within **[Insert number of calendar days for performance of the services – if more detail is required attach “Activity Schedule” as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party

describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City 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 secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, and agents designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability

for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$X,000,000 per occurrence/ \$X,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$X,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$X,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify

shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees 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. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

b. If the services are being performed as part of an applicable "public works" or "maintenance" project and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services 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, as applicable. 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.

c. This Agreement 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. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Big Bear Lake
39707 Big Bear Boulevard
Big Bear Lake, California 92315

CONSULTANT:

INSERT NAME, ADDRESS & CONTACT PERSON

Attn: ***INSERT NAME & DEPARTMENT***

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

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

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. 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, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Federal Requirements *****INCLUDE THIS SECTION ONLY IF APPLICABLE; DELETE OTHERWISE AND DELETE ASSOCIATED EXHIBIT. YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP DUE TO FEDERAL FUNDING GUIDELINES. CONSULT LEGAL COUNSEL IF NECESSARY*****

When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF BIG BEAR LAKE
AND [***INSERT NAME***]**

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

CITY OF BIG BEAR LAKE

[***INSERT NAME***]

Frank Rush, Jr.
City Manager

PRINTED NAME:
TITLE:

ATTEST:

Erica Stephenson
City Clerk

PRINTED NAME:
TITLE:

APPROVED AS TO FORM:

Stephen Deitsch
City Attorney

Kelly Ent
Director of Administrative Services

EXHIBIT A
Scope of Services

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task, as well as the remaining budget for each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant, in advance of such work being performed. This is a time-and-materials contract.

DRAFT

EXHIBIT C
Activity Schedule

DRAFT

EXHIBIT D
Federal Requirements

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