DATE: **September 17, 2020**

TO: **WCA Governing Board**

FROM: **Nicole Law, Fiscal Manager**

THROUGH: **Mark Stanley, Executive Officer**

SUBJECT: **Item 11: Consideration of a resolution approving a contract for on-call facility maintenance services with Positive Plumbing Inc.**

RECOMMENDATION: Approve a contract for Facility Maintenance Services with Positive Plumbing Inc. in the amount not to exceed $76,739 to provide facility maintenance services for Fiscal Year 2020/2021 at the Duck Farm and River Wilderness Park, as well as, at other WCA properties on an as needed basis.

BACKGROUND: The Duck Farm and River Wilderness Park properties require ongoing facility maintenance including maintenance for residential rentals, irrigation systems, and the WCA office building. The Duck Farm property consists of one single-family residence and an equestrian center, both currently occupied with tenants, as well as an unoccupied two-story house and maintenance building. The occupied rental includes a pool and attached horse stables. The equestrian center encompasses approximately 3.5 acres, including a 16-stable barn, horse rings/arena, horse walker ring, tack barn, hay storage structure, and pipe stalls. Park improvements currently include 1.5-mile trail/road, 64 station valve irrigation system and associated equipment.

The River Wilderness Park property includes three tenant occupied residences and a 5,000-square foot office building, occupied by the WCA and its partner agencies. Current landscaping and area development/maintenance includes native plants, irrigation, arbor, signage, kiosks, and retaining walls behind the WCA office.

Future facility maintenance services at under development sites of Walnut Creek Habitat and Open Space, Parque Dos Rios, and Mount Baldy Preserve are anticipated in the future as installations of amenities are completed. Additionally, there may be the need to address unforeseen and/or emergency repairs at any WCA property under this agreement where the nature of such work would not be able to be accomplished by other WCA contractors or service providers, such as the MRCA Rangers or Conservation Corps.

The WCA has utilized professional contractors to provide these services. The purpose of this contract is to have on-call facility maintenance services available as needed. The WCA issued a request for proposals (RFP) on August 21, 2020 for on-call facility maintenance services, Exhibit A. The RFP was posted on the WCA website and emails were sent to 11 area companies that offer facility maintenance services of this type. 4 firms attended the non-mandatory job walk on August 28, 2020, by the proposal submission deadline of September 4, 2020, 2 proposals were received.

Based on an evaluation of the proposal received and performance of current services, Positive Plumbing Inc. has been recommended for award of a contract. The agreement is for one year with an option to extend the contract up to two additional one-year periods.

FISCAL INFORMATION: This contract will be awarded as budgeted from the Building Maintenance & Repair, Grounds Maintenance & Repair, and Deferred Maintenance Contingency line items under operational

maintenance in the Final FY 2020/2021 Budget in an amount not to exceed $76,739. Sufficient funds are available from projected income from the Duck Farm and El Encanto lease revenue.

NOTICE OF INVITING PROPOSALS FOR ON-CALL FACILITY MAINTENANCE SERVICES

The Watershed Conservation Authority (WCA) is requesting proposals from qualified entities to provide services for on-call facility maintenance. The WCA is a joint powers authority of San Gabriel and Lower Los Angeles Rivers and Mountains and the Los Angeles County Flood Control District. The purpose of the Authority includes providing for a comprehensive program to expand and improve the open space and recreational opportunities for the conservation, restoration, and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watershed. The objective of this solicitation is to select a qualified contractor to provide on-call facility maintenance of WCA owned and managed properties.

The WCA has ownership of six properties, three of which have structures, including the Duck Farm, Walnut Creek and at the River Wilderness Park (fully described in **Exhibit A** of the RFP package). Structures located at the Walnut Creek property are unoccupied.

A proposal site tour will be held at the two locations where the majority of services will provided. These pre-proposal meetings will be held on the following dates and locations:

Friday, August 28, 2020 at 2:00 pm @ **River Wilderness Park**, in the parking lot in front of WCA office (former El Encanto Restaurant) at 100 N. Old San Gabriel Canyon Road, Azusa, CA 91702

Friday, August 28, 2020 at 3:30 pm @ **Duck Farm**, entrance located at the intersection of Proctor Ave and San Fidel Ave in La Puente, CA 91746

All potential proposers should attend one or both pre-bid meetings; however, attendance is not mandatory to proposal acceptance. **If attending, please wear a mask as required per Statewide mandate.**

Each proposal must be submitted on the forms available in the enclosed Request for Proposals (RFP) package. Proposals shall be submitted to 100 N. Old San Gabriel Canyon Road, Azusa, CA 91702, **on or before 5:00 p.m. on Tuesday, September 8, 2020.** Proposals shall be identified as ***"On-call Facility Maintenance Services - WCA Properties"*** on the envelope. Proposals may also be submitted via email by this same date and time at nlaw@wca.ca.gov, with carbon copy to dwilliams@wca.ca.gov. If you have questions before submitting your proposal please contact Nicole Law, WCA Fiscal Manager at nlaw@wca.ca.gov.

The proposal(s) found to be most advantageous to meet the needs of the WCA shall be submitted to the WCA Board for their consideration to award. The board has the right to reject any proposal at their discretion.

This page was intentionally left blank

REQUEST FOR PROPOSALS

for

On-call Facility Maintenance Services

Watershed Conservation Authority

100 North Old San Gabriel Canyon Road
Azusa, CA 91702

Primary Contact:

Nicole Law, Fiscal Manager

nlaw@wca.ca.gov

Date of Release: August 21, 2020

This page was intentionally left blank.

TABLE OF CONTENTS

Introduction and Overview	1
Definitions	2
Proposals	2
Scope of Services	3
Project Manager	4
Payment	4
Permits	4
Insurance	4
General Conditions	4
Format of Proposal	5
Mandatory Contents	6
Specific Requirements for Each Section of the Proposal	6
Evaluation Criteria	7

EXHIBITS

Exhibit A: Description of Properties
Exhibit B: WCA Information Sheet
Exhibit C: Checklist of Proposal Packet
Exhibit D: Proposal Form
Exhibit E: Affidavit of Non-Collusion
Exhibit F: Sample Agreement for Contractor Services with Insurance Alternatives

This page was intentionally left blank.

1. INTRODUCTION AND OVERVIEW:

The Watershed Conservation Authority (WCA) is requesting proposals from qualified entities to provide on-call facility maintenance services. The objective of this solicitation is to select an entity that is best qualified to provide the requested services.

1.1 Summary of Requested Services: Proposals are invited for facility maintenance. Proposers may submit proposals for any or all elements of the work. The goal of this Request for Proposal (RFP) is to provide the WCA sufficient information for the selection of contractors based on qualifications and cost. All proposers must hold a Contractor's License with the State of California suitable for completing work proposed.

Proposers must submit a rate/cost schedule for the items listed in the Scope of Work herein based upon each type of service to be provided. For example, plumbing services must be listed separately to electrical, carpentry, roofing etc.

The contractor(s) shall provide as-needed general contracting and/or facility maintenance services for the properties described in **Exhibit A**, most the work will be completed on the Duck Farm and the River Wilderness Park with only potential emergency work done at the other properties.

Structural Elements: They shall include maintenance and directed repairs on structures (residential and non-residential) in a manner to ensure proper functioning consistent with the current use of the structure, including but not limited to roof repairs, demolition, plumbing, electrical, mechanical, painting, repairs/replacement of windows and/or doors, locks, and interior and exterior surfaces.

Non-Structural Elements: The Contractor(s) shall provide as needed services for portions of the properties including but not limited to operational sign installation, fence repairs, and irrigation system repair.

All work shall be carried out in a timely manner with minimal disturbance to office personnel or tenants.

1.2 About the WCA: The WCA is a local public entity of the State of California known as a Joint Powers Authority, exercising the joint powers of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and Los Angeles County Flood Control District (LACFCD) pursuant to Section 65000 et seq. of the Government Code. The purpose of the WCA is to provide for a comprehensive program to expand and improve the open space and recreational opportunities for the conservation, restoration and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watershed area consistent with the goals of flood protection, water supply, groundwater recharge and water conservation. Additional information about the agency can be found at www.wca.ca.gov and within **Exhibit B: WCA Information Sheet**.

2. DEFINITIONS:

Whenever the following terms are used in this request for proposal, they shall be understood to mean and refer to the following:

2.1 Contractor: Shall be referred to hereafter as the qualified person or persons, company firm or corporation who has been awarded a contract pursuant to the scope of work outlined below from the WCA.

2.2 Proposer – Shall be a qualified Contractor who holds a relevant current license, from the Contractors State License Board with all appropriate certification for their specialty and appropriate to complete the work proposed.

3. PROPOSALS:

3.1 Proposers are requested to submit proposals offering services in accordance with Section 4, and in a format specified in Section 10 of this Request for Proposals (RFP).

3.2 This RFP is a solicitation for proposals only, and is neither intended, nor to be construed as, an offer to enter into an agreement or engage in any formal competitive bidding or negotiation pursuant to any statute, ordinance, rule, or regulation. Thus, the WCA reserves the right to reject any and all proposals received, to waive any informality on any proposal and to be the sole judge of the relative merits of material mentioned in the respective proposal received. WCA is responsible only for that which is expressly stated in this RFP.

3.3 WCA is not responsible for, and shall not be bound by, any representations otherwise made by any individual acting or purporting to act on its behalf.

3.4 WCA shall not in any way be liable or responsible for any costs incurred in connection with the preparation, submittal, or presentation of any proposals prepared and/or submitted in response to this request. Responses to this RFP shall be made per the specifications and instructions contained herein. Failure to adhere to RFP instructions may be cause for rejection of any proposal.

3.5 WCA reserves the right to interpret or change any provisions of this RFP at any time prior to the proposal submittal date. Such interpretations or changes shall be in the form of addenda to this RFP. Such addenda will become part of this RFP and may become part of the resultant contract. Such addenda shall be made available to each person or organization which has received an RFP. Should such addenda require additional information not previously requested a Proposer's failure to address the requirements of such addenda may result in the WCA's disregard of the Proposer's submittal. Proposals shall acknowledge receipt of any and all addenda received by the proposer.

3.6 WCA, at its sole discretion, may determine that a time extension is required for submittal of proposals, in which case an addendum shall indicate the new proposal submittal date.

3.7 No changes to the proposals shall be allowed after submittal to WCA.

3.8 Any agreement entered into by the Proposer shall be consistent with applicable federal, state, and local laws.

3.9 Proposers understand and agree that submittal of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in this RFP, including attachments thereto, except as otherwise specified in the proposal.

3.10 WCA will select a successful Proposer based on qualifications that represent the best service, regardless of race, creed, color or gender.

3.11 The Contractor shall take all formal direction from the WCA Project Manager assigned the responsibility to oversee these services. All activities related to administration of the Contractor's agreement will be managed by the WCA Project Manager.

3.12 The services shall be overseen by the Project Manager or designee assigned by the Executive Officer of the WCA.

4. SCOPE OF SERVICES:

4.1 All work shall be done according to local codes and in accordance with industry standards and methods and in a prescribed manner as determined by the WCA or its designee. The WCA and Contractor shall agree upon the scope of work and not to exceed price for each requested service based on the rates quoted in **Exhibit D: Proposal Form**.

4.2 The scope of work for each service rendered shall be agreed upon in writing and approved by the authorized WCA representative before work can proceed.

4.3 Contractor is responsible to furnish adequate staff and equipment to meet deadline agreed upon for the work.

4.4 Contractor shall ensure that all work conforms to prevailing standards and applicable codes.

4.5 Contractor shall at all times have one (1) person who shall be responsible for the conduct and supervision of any staff on site.

4.6 Contractor shall at all times furnish the equipment and personnel needed to complete the required work in the most efficient manner.

4.7 Contractor shall obey all State and Federal Laws and codes, all local ordinances and regulation and any other laws, codes, ordinances and regulations that may apply. It is the responsibility of the contractor to keep informed of these laws, codes, ordinances and regulations and to keep informed of any changes to them.

4.8 Contractor will promptly notify the WCA of any damage to public or private property as a result of activities authorized under the contract resulting from this RFP.

4.9 All work which is determined by the WCA or its designee to be unacceptable or deficient in any of the requirements of the RFP and resulting contact shall be remedied by the Contractor at their sole expense in a manner acceptable to the WCA.

4.10 On-call contract will be for a period up to 12-months. If the WCA is satisfied with the services performed, the contract has an option to extend for up to two (2) additional one (1) year periods.

4.11 Prior to execution of a contract, the contract will be placed on the agenda for authorization by the WCA Governing Board at their next public meeting.

5. **PROJECT MANAGER**: The Project Manager(s) is the person(s) assigned by the WCA Executive Officer to oversee, direct, and coordinate the requested services.

6. **PAYMENT**: Payment shall be made after an approved invoice is submitted. Contactor shall submit an invoice for all work itemizing each task and paid within a 30-day period. Payment shall not be made until the WCA or its representative, have inspected each phase of work and determined that the project has been satisfactorily completed.

7. **PERMITS**: All permits as appropriate, fees and licenses necessary for the completion of the work shall be paid for by the Contractor and subcontractors and may be reimbursed upon completion and approval by the permitting agency.

8. **INSURANCE**: Contractor will show proof of Workers Compensation Insurance, General Contractors' Insurance and Auto Insurance with the General and Auto Insurance to be at least $1 million per occurrence. The contractor must also have the Watershed Conservation Authority, San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, Los Angeles Flood Control District and the Mountains Recreation and Conservation Authority as Additionally Insured. There are Insurance Alternatives to the Written Agreement and the contractor must select either Alternative 1 or 2 upon contract execution.

9. **GENERAL CONDITIONS:**

9.1 Responses to this RFP shall be made according to the specifications and instructions contained herein.

9.2 Proposers understand and agree that submittal of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions and criteria contained in this RFP, including attachments thereto, except as otherwise specified in the proposal. Any and all parts of the submitted proposal may become part of any resultant contract between the selected Contractor(s) and WCA.

9.3 The submission of a proposal shall be considered conclusive evidence that the Proposer has investigated and is satisfied as to the conditions to be encountered in respect to the character, quality and quantities of the properties listed in this RFP.

9.4 Anything called for in any one of said documents shall be deemed to be required equally as if called for in all these documents; Request for Proposal, Proposal Form, Affidavit of Non-Collusion, Statement of Experience, and Written Agreement executed by the parties, shall constitute the Contract; the documents constituting the same are intended to be read together and to require a complete and finished piece of work, including all labor, materials and equipment necessary for the proper execution and completion thereof.

9.5 The Proposer(s) to whom the award is made will enter into a written contract with the WCA. In case of default by the Contractor, the WCA reserves the right to procure the services from other sources and to hold the Contractor responsible for any excess costs incurred by the WCA thereby. A copy of a sample Draft WCA contract is attached (**Exhibit F**).

9.6 A proposal site visit will be held at the two locations where the majority of services will provided. These pre-proposal meeting will be held on the following dates and locations:

Friday, August 28, 2020 at 2:00 pm @ River Wilderness Park, in the parking lot in front of the WCA office (former El Encanto Restaurant) at 100 N. Old San Gabriel Canyon Road, Azusa, CA 91702

Friday, August 28, 2020 at 3:30 pm @ Duck Farm, entrance located at the intersection of Proctor Ave and San Fidel Ave in La Puente, CA 91746

All potential proposers should attend one or both of these pre-bid meetings; however, attendance is not mandatory to proposal acceptance. **If attending, please wear a mask as required per Statewide mandate.**

9.7 Questions and comments concerning this RFP shall be directed to Nicole Law, Fiscal Manager with the WCA at nlaw@wca.ca.gov by 5:00 pm on Tuesday, September 1, 2020. Verbal questions are also welcome during the non-mandatory site visit. Note that the WCA's responses to question and request for clarifications will be shared with other potential proposers through e-mail and the WCA website.

9.8 It is recommended that potential proposers inform Nicole Law of their intention or interest in responding to this RFP. Such notification will allow for any supplemental information regarding this solicitation to be provided, including addenda and responses to questions.

10. FORMAT OF PROPOSAL:

10.1 The response to this RFP must be made according to the requirements set forth in this Section, both for content and for sequence. Submittals should be received by Watershed Conservation Authority **on or before 5:00 p.m. on Tuesday, September 8, 2020.**

10.2 The proposal must be made on the forms provided for that purpose, enclosed in a sealed envelope and marked as "On-call Facility Maintenance Services - WCA Properties" on the envelope. Proposals must be submitted to 100 N. Old San Gabriel Canyon Road, Azusa, CA 91702 at the attention of Nicole Law, Fiscal Manager. One (1) copy of the completed Proposal Form shall be submitted to the WCA. Proposals may also be submitted via email by this same date and time at nlaw@wca.ca.gov, with carbon copy to dwilliams@wca.ca.gov. The subject line should state, "On-call Facility Maintenance Services – WCA Properties."

10.3 Proposal submittals shall be organized as indicated below. Specific requirements for each of the Consultant's proposal sections are included hereinafter.

11. MANDATORY PROPOSAL CONTENTS:

11.1 Section 1: Completed Checklist of Proposal Packet

11.2 Section 2: Completed Proposal Form with Fee/Cost Task Pricing

11.3 Section 3: Statement of Experience

11.4 Section 4: Signed Affidavit of Non-Collusion

12. SPECIFIC REQUIREMENTS FOR EACH SECTION OF THE PROPOSAL:

12.1 Section 1: "Completed Checklist of Proposal Packet" shall serve as a cover to submitted proposals and shall consist of the completed checklist included as **Exhibit C**.

12.2 Section 2: "Completed Proposal Form with detailed fee/cost schedule" shall provide rates for the prescribed services. The Proposer shall submit rates on **Exhibit D.** Rates quoted will be applicable for the initial duration of this agreement, i.e. up to 12 months (based on the WCA fiscal calendar). If the option for extensions are carried forward, rates may be adjusted to allow increased costs subject to written agreement with the WCA representative.

12.3 Section 3 "Statement of Experience," shall include, but not be limited to the following information: 1) list relative experience of supervisor and staff responsible for the delivery of services; 2) A listing of related work experience and/or projects within the last 5 years which reflects ability to satisfactorily complete requested work; 3) A list of up to five (5) references and respective contact phone numbers.

12.4 Section 4 "Signed Affidavit of Non-Collusion" shall consist of a completed and signed affidavit of non-collusion, included as **Exhibit E**.

13. <u>EVALUATION CRITERIA:</u> Proposals that are determined to be responsive to the mandatory requirements as indicated in Sections 10 and 11 shall be evaluated based on the following criteria:

13.1 SUMMARY OF SCORING

General Quality and Responsiveness of the Overall Proposal:
(10 pts) Completeness of RFP package and responsiveness to RFP requirements

Proposal Form with Task Pricing:
(40 pts) Fees associated with proposal

Statement of Experience:
(25 pts) Level of experience/expertise of supervisor and staff in the delivery of the requested services

<u>(25 pts)</u> <u>Firm's level of experience with providing similar services</u>

100 possible points

Proposals will be evaluated based on the criteria in Section 11. Scores will be averaged, and ranked. Final selection will be based on the identification of the highest benefit to the WCA in providing the requested services. This determination will be established on a combination of the evaluation criteria.

Exhibit A – DESCRIPTION OF PROPERTIES

DUCK FARM: Located at 12936 Valley Blvd, La Puente, CA 91746.

The Duck Farm is a 59 acre property constituting of Assessor's Parcel Numbers: 8110-001-901, -902, -903; 8110-017-900; 8110-021-900, -901, -902, -903; 8110-029-904, -905, -906, -907, -908, -910; 8115-001-908, -909; 8115-001-904, -905, -906, -907, -908, -909. Located on the property is an unoccupied commercial garage/barn facility located on the property that is subject to being leased and/or utilized, as well as, an unoccupied two story farm house. As part of the larger property there is a two-story single family home with pool and attached stables located at 455 Rall Ave, La Puente which is currently occupied with a tenant and an Equestrian Center with related facilities, including a 16 stable barn, two arenas, two horse walkers, tack barn/enclosed stables, hay storage structure, and row of pipe stalls. The Equestrian Center, located at 451 Rall Ave, La Puente is currently occupied by a tenant. Overall, the property consists of approximately 52 acres of open space, of which approximately 30 acres is in the process of development to become a public park.

This maintenance contract will cover non-warranty related maintenance of installed improvements such as the irrigation system and as needed maintenance work on a leased residential house with equestrian stalls. Excluded from this contract is the southern portion of the property currently leased by a wholesale nursery and is maintained by that tenant as part of that lease.

Park amenity construction is targeted to begin in 2018 with the park to include a variety of public amenities and structures including shade arbors, interpretive signage, graphics, decorative fencing, restroom facility and septic system, picnic area, DG trails, decorative walls and drinking fountains, lighting, etc.

RIVER WILDERNESS PARK: Located at 100 N. Old San Gabriel Canyon Road, Azusa, CA 91702

The River Wilderness Park is a 70+ acre property consisting of Assessor's Parcel Numbers: 8684-027-901, -902, -903. Located on the property is an apartment over a double car garage and a duplex which are all currently occupied with tenants, as well as, a 5,000 square foot office building occupied by the WCA and its partner agencies. Approximately 3 acres is occupied and leased to an adjacent property owner. The property also consists of approximately 58 acres of vacant open space, including a 2 acre parking lot.

Facility maintenance services are required for continuing operations of the office building, as well as maintenance of the three residential units, currently occupied by tenants. As needed services, such as irrigation system maintenance, may also be required within the landscaped portion of the parking lot located directly in front of the office building

SOUTH GATE HABITAT RESTORATION AREA / PARQUE DOS RIOS: Located near the northwest intersection of Imperial Highway and the 710 Freeway in South Gate, CA

The South Gate Habitat Restoration Area is a 7+ acre property, consisting of Assessor's Parcel Numbers: 6233-032-902, -903, 6233-037-003, -007. The property is slated to become a restored passive recreational space along the existing Rio Hondo bike path as it connects with the LA River bike path, known as Parque Dos Rios. The site consists of open space and currently does not have any structures or buildings on site. Development of Parque Dos Rios is expected to begin construction in Fall 2017; upon completion it will have a shade structure over an overlook/

rest area off the main bike trail and various interpretive signs and raptor perches and decorative gate.

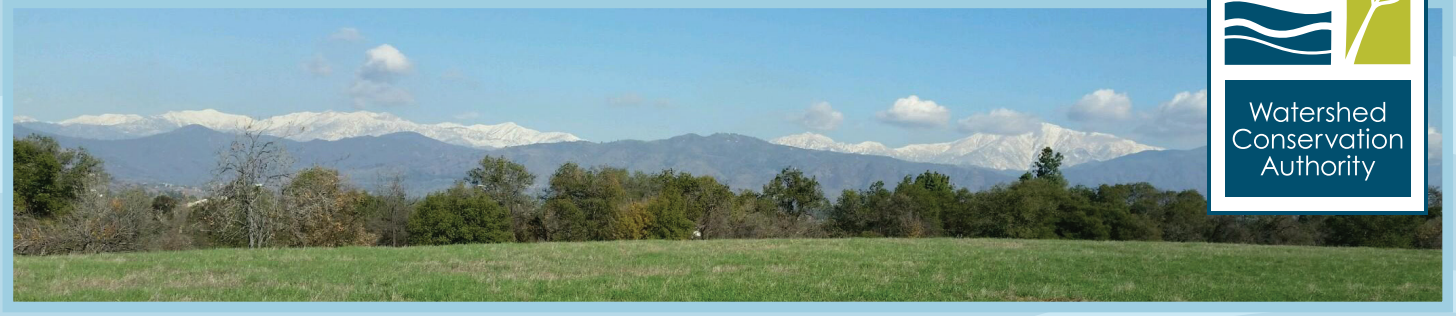
WALNUT CREEK HABITAT & OPEN SPACE: Located at 1100 S. Valley Center Ave., San Dimas, CA 91773.

The Walnut Creek Habitat and Open Space is a 60 acre property that is closed to the public and posted no trespassing until fund are available make the necessary improvement to open the site. Approximately 9 acres of property is owned and managed by the City of San Dimas, the remaining acreage is owned and operated by the WCA and is the focus of the requested services. The WCA holdings consist of Assessor's Parcel Numbers: 8385-016-903; 8426-021-901. Located on the property are six unoccupied buildings that have been secured and closed until funds for refurbishment/demolition are available. The property also consists of approximately 50 acres of undeveloped open space. Construction of a trail loop and installation of native vegetation is anticipated to begin in 2018. Currently buildings on site are moth-balled and not utilized; no improvements are planned for the foreseeable future; however, protective maintenance may be required to ensure the facilies do not fall into unrepairable condition.

WCA

Exhibit B: WCA Information Sheet

Watershed Conservation Authority



About the Organization

The Watershed Conservation Authority (WCA) vision of *Connecting Communities with Nature* embraces holistic watershed management to improve environmental integrity and to provide increased access to open space and recreational opportunities within the San Gabriel and Lower Los Angeles Rivers Watersheds.

Established in 2003 the WCA is a Joint Powers Authority (JPA). Member agencies include the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and Los Angeles County Flood Control District.

Our Territory

The territory served by the Watershed Conservation Authority covers dynamic landscapes encompassing most of the San Gabriel Mountains—including the San Gabriel Mountains National Monument—down to the ocean across some of the most urban parts of the United States. This includes large, diverse populations in many distinct and culturally rich communities, in a region also recognized as an ecological hot spot for the diversity of wildlife and for the importance of natural conservation.

Our Territory
1,490 Square Miles
Lower LA River Watershed
San Gabriel River Watershed

Communities Served
LA and Orange Counties
68 Cities

Population
4.85 Million
Approx. 40% DAC (2010 Census)

Conserved Land
Approximately 460 Acres

- **Staff: 7**
- **Funding: Work 95% Grant Funded**
- **Local, State, and Federal Partnerships**

Actively engaged in enhancing river parkways:

- River Wilderness Park
- Walnut Creek Nature Park
- Duck Farm River Park
- East Fork San Gabriel River
- Parque Dos Rios

WCA

The WCA collaborates to plan, design, implement, maintain, and promote stewardship of land vital for both community and environmental wellbeing.

The scope of our work involves projects that conserve, preserve, improve, and restore landscapes for natural functions and passive recreation. This includes many different activities: trails for hikes, bikes, and horseback riding, access to nature, interpretation, spaces for wildlife, and spaces for people to gather or rest. Resource conservation is also central to our work: promoting wise water management, species diversity through healthy plant communities, and active multi-modal transportation for cleaner air and stronger connections throughout the places we live.

Goals and Objectives from 2012 Draft Strategic Plan

Creating Healthy Watershed Function

- Protect open space for people and wildlife.
- Improve watershed hydrology to support water supply, water quality, flood protection, and ecosystem improvement.

Serving as a Regional Information Source for Recreation and Environmental Education

- Build regional awareness for WCA parks, plans, programs and services.
- Inspire environmental stewardship in diverse communities and among urban users of recreational resources.

Connecting People to Recreation and Nature

- Expand public access to existing, improved, and new recreation opportunities.
- Expand access to nature and natural environments that balances the needs of the community and the needs of nature.
- Design and implement a comprehensive environmental interpretation program.

Building a Sustainable Agency

- Build a diverse short- and long-term funding portfolio.
- Expand collaborative partnerships to support WCA parks, projects, and programs.
- Create and grow WCA independent identity and public awareness.

Contact Us

626-815-1019

www.wca.ca.gov

Like us on Facebook
@WatershedConservationAuthority

100 N. Old San Gabriel Canyon Rd.
Azusa, CA, 91702

Exhibit C - CHECKLIST OF PROPOSAL PACKET

ITEM DUE: TUESDAY, SEPTEMBER 8, 2020 ON OR BEFORE 5:00 P.M.

___ 1. Completed Proposal Form with Task Pricing (**Exhibit D**)

___ 2. Statement of Experience

___ 3. Signed Affidavit of Non-Collusion (**Exhibit E**)

ACKNOWLEDGEMENT OF AGREEMENT DOCUMENTS

UPON AWARD OF CONTRACT

Proposer, by submitting the RFP, agrees to accept all the terms and conditions in the following contract documents if chosen as the successful proposal and upon award of contract. The successful Proposer shall return the signed contract documents and proof of insurance prior to the WCA.

____ 1. Contractor agrees to the Indemnification and Insurance Provisions (See attached Insurance **Exhibit F- Alternate 1 & 2**)

____ 2. Proof of all required Insurances, Bonds and Licenses

____ 3. Signed Contract Agreement or comments on Contract Agreement (see **Exhibit F**: Draft Written Agreement).

SIGNED: _____

PRINT NAME: _____

Exhibit D - PROPOSAL FORM

Watershed Conservation Authority Facility Maintenance

In accordance with your invitation to submit a proposal to provide facility maintenance services the undersigned hereby agrees to accept all terms and conditions and to provide services and further initiate the services specified immediately after contract execution by the WCA and said Contractor.

1. Please submit a list of the type of services your firm provides:

2. Please submit an hourly labor rate for services and/or personnel your firm provides:
   NOTE: All mileage and cost of labor vehicles (non-specialized equipment) and mileage can be included in hourly rates.

3. Cost of Travel, per mile rate, if not included in hourly rate:

4. Please list how cost of material will be charged. (i.e. cost plus fee/mark-up %):

5. Cost for providing estimates, if any:

Please attach additional information and/or expand table if needed

SIGNED: _____ **COMPANY:** _____

NAME/ DATE: _____ **TITLE:** _____

ADDRESS: _____

PHONE: _____ **E-MAIL:** _____

Exhibit E - AFFIDAVIT OF NON-COLLUSION

The undersigned, as proposer, declares that this proposal is made without collusion with any other person, firm or corporation and that the only person or parties interested as principals are names herein. Having carefully examined the Notice Inviting Proposals, the Request for Proposal, the Proposal Instructions and Conditions, the Agreement and the Proposal Form, we do hereby propose and agree, in the event of acceptance hereof, to Enter into the required agreement with the Watershed Conservation Authority.

Dated this _____ day of _____, 2020

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

_____

NAME OF COMPANY

_____

SIGNATURE

_____

TITLE

Exhibit F Sample Contract

AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into this xxth day of Month 20YY,

BY AND BETWEEN

Watershed Conservation Authority (WCA), a joint powers authority between the Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District

AND

Company
Address 1
Address 2
City, ST Zip
Email: xxxx
Phone: (xxx) xxx-xxxx
hereinafter referred to as "Contractor,"

WCA has determined that it is a matter of public convenience and necessity to engage the specialized services of a Contractor to provide [DESCRIPTION].

Contractor is a recognized professional with extensive experience and training in this specialized field. In rendering these services, Contractor shall, at a minimum, exercise the ordinary care and skill expected of the average practitioner in Contractor's profession acting under similar circumstances. The work will involve the performance of professional, expert, and/or technical services of a temporary or part-time duration; and

The parties hereto do mutually agree as follows:

1. Definition

"WCA" means the joint power authority between the Rivers and Mountains Conservancy (RMC), and the Los Angeles County Flood Control District.

2. Contractor's Services

The scope of work shall be as outlined above and in the attached Exhibit A dated, Month date, year.

3. Consideration

In consideration of the performance by Contractor in a manner satisfactory to WCA of the services described in Article 2 above, including receipt and acceptance of such work by the Executive Officer of the Watershed Conservation Authority (hereinafter called Executive Officer) or authorized representative, WCA agrees to pay Contractor a maximum not to exceed fee of 'write out amount in words' ($Numbers). Services will be rendered beginning Month date, year and end by Month date, year.

WCA shall compensate Contractor as follows:

a. Monthly payments for the work accomplished shall be made upon verification and acceptance of such work by Executive Officer or authorized representative. Monthly invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Executive Officer or authorized representative.

b. Supplemental Contractor Services may be required at WCA's discretion, upon prior written authorization by Executive Officer or authorized representative, and will be based on Contractor's fee schedule on file with Executive Officer or authorized representative.

c. If Cost of Living Adjustments (COLA) are provided in the attachment, WCA shall limit COLAs to the lesser of: 1) the average salary increase or decrease granted to WCA employees or 2) the increase or decrease from the previous fiscal year's U.S. Department of Labor Bureau of Labor Statistics' Urban Consumer Price Index for Los Angeles-Riverside-Orange WCA, CA. If the COLA is based on the CPI, the adjustment shall be based on the change in the CPI from time of execution of this contract to the time at which the COLA is to be made. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in employee salaries for a fiscal year, Contractor will not receive a COLA for the contract period which coincides with that fiscal year.

d. In the event that budget reductions occur in any fiscal year covered by this Agreement that may cause WCA to consider terminating this Agreement, the parties agree to attempt to renegotiate the terms of this Agreement to reduce the cost thereof in lieu of termination under the termination provisions of the contract.

e. Contractor will not be required to perform services which will exceed

the contract amount, scope of work, and contract dates without amendment to this Agreement.

f. Contractor will not be paid for any expenditure beyond the contract amount stipulated without a written amendment to this Agreement.

4. Equipment and Supplies

Contractor agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services.

5. WCA's Responsibility

WCA will make available any items specified in the Request for Proposals.

6. WCA's Representative

Executive Officer, or his authorized representative, shall represent WCA in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Terms and Termination

The term of this Agreement shall commence on the date stipulated on Page 1 of this agreement, through Month date, year and unless otherwise modified, shall terminate on the date that the work is accepted by WCA. The Parties may cancel or terminate this Agreement for any lawful reason, without any liability other than payment for work already performed, up to the date of termination by giving three days written notice of such termination to the other Party.

This agreement may be extended up to two years, contingent upon acceptable performance of services per Executive Officer or authorized representative.

Contractor shall be paid the reasonable value of services rendered. In the event of any such termination by WCA, Contractor shall provide to WCA a termination report consisting of all drawings, specifications, reports, and data accumulated to the date of such termination in a form capable of assimilation for use by WCA.

8. Mutual Indemnification

For damages, claims, liabilities, costs, suits, or expenses arising from Consultant's lawful activities on behalf of WCA under this Agreement, WCA agrees to indemnify and hold harmless Consultant against any and all damages, claims, liabilities, costs, suits, or expenses arising from, or connected with, the negligent or willful acts and/or omissions

of WCA.

Contractor agrees to indemnify, defend, and hold harmless WCA, RMC, and the Los Angeles County Flood Control District, their Board of Supervisors, Executive Officers, agents, its elected or appointed officials, officers, agents, attorneys and employees from and against any and all claims, suits or causes of action including liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from, or connected with, Contractor's negligent, willful, or unlawful actions, operations, or services hereunder including any Workers' Compensation suits, liability, or expense arising from, or connected with, services pursuant to this Agreement.

9. Liability & Insurance OR Reserved [No Text]

Two alternative Indemnification and Insurance Provisions are set forth in Exhibit B of this Agreement.

Contractor has selected one of the two alternative Indemnification and Insurance Provisions and has indicated its selection by initialing the selected alternative as follows:

Alternative 1 _____ Alternative 2 _____

This Agreement shall be subject to the Indemnification and Insurance Provisions set forth in the alternative identified by Contractor above. Such provision is hereby incorporated into this Article by reference.

10. Anti-Discrimination

The Contractor shall abide by the following provisions found in Section 4.32.010 et seq. of the Los Angeles County Code:

Contractor certifies and agrees that all persons employed by Contractor, its affiliates, subsidiaries, or holding companies are, and will be, treated equally by Contractor without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with state and federal anti-discrimination laws. Contractor further certifies and agrees that it will deal with its subcontractors, bidders, and vendors without regard to or because of race, religion, ancestry, national, origin, or sex. Contractor agrees to allow access to its employment records during regular business hours to verify compliance with the foregoing provisions when so requested by WCA.

Contractor specifically recognizes and agrees that if WCA finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of contract

upon which WCA may determine to cancel, terminate, or suspend the contract. While WCA reserves the right to determine individually that the anti-discrimination provision of the contracts have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated state or federal anti-discrimination laws shall constitute a finding by WCA that Contractor has violated the anti-discrimination provisions of the contract.

At its option, and in lieu of canceling, terminating, or suspending the contract, WCA may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of Two Hundred Dollars ($200) for each violation found and determined. WCA and Contractor specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

11. Independent Contractor Status

This Agreement is by and between WCA and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between WCA and Contractor.

Contractor understands and agrees that all persons furnishing services to WCA pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Contractor and not of WCA.

Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Contractor pursuant to this Agreement.

12. WCA's Quality Assurance Plan

WCA, or its agent, will evaluate Contractor’s performance under this Agreement on not less than a semi-annual basis. Such evaluation will include assessing Contractors’ compliance with all contract terms and performance standards. Contractor deficiencies which WCA determines are severe or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the WCA Board. The report will include improvement/corrective action measures taken by WCA and Contractor. If improvement does not occur consistent with the corrective action measures, WCA may terminate this Agreement or impose other penalties as specified in this Agreement.

13. Assignment

This Agreement shall not be assigned without the prior written consent of WCA. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

14. Forum Selection

Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by Contractor, on Contractor's behalf or on the behalf of any subcontractor, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles, California.

15. Conflict of Interest

No WCA employee in a position to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

16. Prohibition from Involvement in Bidding Process

Contractor understands and agrees that neither it nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposal developed or prepared by or with the assistance of Contractor's services rendered pursuant to this Agreement, either as a prime Contractor or subcontractor, or as a Contractor to any other prime Contractor or subcontractor. Any such involvement by Contractor shall result in the rejection by the WCA of the bid by the prime Contractor in question.

17. Gratuities

It is improper for any WCA Executive Officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration may secure more favorable treatment for Contractor in the award of the contract or that Contractors' failure to provide such consideration may negatively affect WCA's consideration of Contractor's submittal. Contractor shall not offer or give, either directly or through an intermediary, consideration, in any form, to a WCA Executive Officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

Contractor shall immediately report any attempt by a WCA Executive Officer, employee,

or agent to solicit such improper consideration. The report shall be made to The Executive Officer or authorized representative.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

18. Termination for Improper Consideration

WCA may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any WCA Executive Officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Contractors' performance pursuant to the Agreement. In the event of such termination, WCA shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a WCA Executive Officer or employee to solicit such improper consideration. The report shall be made either to WCA manager charged with the supervision of the employee or to WCA Executive Officer or authorized representative.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

19. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

20. Reduction of Solid Waste

Consistent with the WCA's policy to reduce the amount of solid waste deposited in landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the project.

21. WCA Rights

The WCA may employ, either during or after performance of this contract, any right of

recovery the WCA may have against the Contractor by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the WCA under this contract are in addition to any right or remedy provided by California law.

22. Fair Labor Standards Act

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless WCA, its agents, Executive Officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which WCA may be found jointly or solely liable.

23. Prevailing Wage Requirements

Contractor shall comply with all applicable prevailing wage requirements.

24. Employment Eligibility Verification

Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless WCA, its Executive Officers and employees from employer sanctions and any other liability which may be assessed against Contractor or WCA in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

25. Contractor Responsibility and Debarment

a. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the WCA's policy to conduct business only with responsible contractors.

b. The Contractor is hereby notified that if the WCA acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the

WCA may, in addition to other remedies provided in the contract, debar the Contractor from bidding on WCA contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the WCA.

c. The WCA may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated any term of a contract with the WCA; 2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the WCA or any other public entity, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the WCA or any other public entity.

d. These terms shall also apply to subcontractors of the WCA Contractor.

26. No Payment for Services Provided Following Expiration and/or Termination of Agreement

Contractor shall have no claim against WCA for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify WCA and shall immediately repay all such funds to WCA. Payment by WCA for services rendered after expiration/termination of this Agreement shall not constitute a waiver of WCAs' right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

27. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

WCA

Watershed Conservation Authority
100 N. Old San Gabriel Canyon Road
Azusa, CA 91702
Attention: Mark Stanley

Contractor

Company
Address 1
City, ST Zip

The address for notice may be changed by giving notice pursuant to this paragraph.

28. Entire Agreement

This contract constitutes the entire Agreement between WCA and Contractor and may be modified only by further written Agreement between the parties hereto.

WCA	Company
By_____	By_____
Mark Stanley Executive Officer	Company Contact Contact Title

Exhibit A

Company

Scope of Work
Month date, year
(1 page)

Exhibit B

ALTERNATIVE 1

INDEMNIFICATION AND INSURANCE PROVISIONS

I. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend, and save harmless Watershed Conservation Authority (WCA), Rivers and Mountains Conservancy (RMC), and Los Angeles County Flood Control District (District), its agents, appointed and elected officers, and employees from and against any and all liability, expense (including defense costs and legal fees), or claims for damages of any nature whatsoever, including without limitation, bodily injury, death, personal injury, or property damage (including property of CONTRACTOR), arising from, or connected with, any alleged willful or negligent act, error, or omission of CONTRACTOR, its agents, or subcontractors of any tier.

The foregoing paragraph notwithstanding, CONTRACTOR further agrees to indemnify, defend, and save harmless WCA, RMC, the District and their respective agents, appointed and elected officers, and employees from and against any Workers' Compensation suits, liability, or expense arising from, or connected with, any services performed pursuant to this agreement on behalf of CONTRACTOR by any person.

Neither the CONTRACTOR, nor its agents and subcontractors of any tier, shall be obligated to indemnify the WCA and its related persons and entities for liabilities caused by the active negligence of the WCA and its related persons and entities. However, this provision does not limit any obligation to defend or indemnify the WCA and its related persons and entities arising under the policies of insurance maintained by the CONTRACTOR under this provision.

II. INSURANCE

Without limiting CONTRACTOR indemnification of WCA and during the term of this Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the WCA and primary to and not contributing with, any other insurance maintained by the WCA. Certificate(s) or other evidence of coverage shall be delivered to the Watershed Conservation Authority, 100 N. Old San Gabriel Canyon Road, Azusa, CA 91702 prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that WCA is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of contract upon which WCA may immediately terminate or suspend this Agreement.

A. Liability:

Such insurance shall be endorsed naming the Watershed Conservation Authority as an additional insured and shall include:

1. 1. General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence.

2. 2. Comprehensive auto liability for all owned, non-owned, and hired vehicles with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence.

a. If written with an annual aggregate limit, the policy limit should be three times the above required occurrence limit.
b. If written on a claims form, the CONTRACTOR shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

B. Workers' Compensation:

Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a One Million Dollar ($1,000,000) limit, covering all persons the CONTRACTOR is legally required to cover.

CONTRACTOR agrees to the above Indemnification and Insurance Provisions.

_____ Initials

Exhibit B

ALTERNATIVE 2

INDEMNIFICATION AND INSURANCE PROVISIONS

I. INSURANCE

CONTRACTOR agrees at its own expense to maintain with insurance companies policies for general liability, professional liability, comprehensive automobile liability, and worker's compensation insurance as set forth below:

A. General Liability Insurance:

The CONTRACTOR shall maintain general liability insurance written on a commercial or comprehensive general liability form(s) that include(s) coverage for premises-operations, products/completed operations, contractual liability, broad-form property damage, and personal injury liability. The general liability policy shall have a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence.

B. Comprehensive Automobile Insurance:

The CONTRACTOR shall maintain automobile insurance for all owned, non-owned, and hired vehicles with a combined single limit of One Million Dollars ($1,000,000) per occurrence or accident.

C. Worker's Compensation Insurance:

The CONTRACTOR shall maintain worker's compensation insurance in an amount and form which will meet all applicable requirements of the Labor Code of the State of California, including Employers' Liability Coverage with limits of One Million Dollars ($1,000,000) per occurrence.

D. General Conditions Relating to Insurance:

1. Additional Insureds: The WCA, RMC, and DISTRICT, its agents, appointed and elected officers, and employees shall be named as additional insureds on each policy, except workers' compensation and professional liability insurance, the CONTRACTOR is required to provide under this Agreement. Such insurance shall be primary to and not contributing with, any other insurance maintained by or for the WCA and its related persons and entities.

2. Waiver of Subrogation: Each policy obtained by the CONTRACTOR to fulfill its obligations under this provision shall contain a provision waiving the right of the insurer to subrogate against the WCA and its related persons and entities for any liability covered by the policy.

3. Claims Made Policies: If any of the policies obtained by the CONTRACTOR to fulfill its obligations under this provision are written on a claims-made

basis, the policy shall be endorsed to provide an extended reporting period of not less than two years following the termination of this Agreement or the CONTRACTOR'S work on the project referred to in this Agreement, whichever is later.

4. Occurrence Policies: If any of the policies obtained by the CONTRACTOR to fulfill its obligations under this provision are written on an occurrence basis, the policies and any endorsements required by this provision (including, but not limited to, the additional insured endorsements) shall be maintained in full force and effect for a period of not less than two years following the termination of this Agreement or the CONTRACTORS' work on the project referred to in this Agreement, whichever is later.

5. Certificate of Insurance: Prior to commencing work on the project referred to in this Agreement, the CONTRACTOR shall provide to the WCA certificate(s) of insurance identifying the insurers, policies, coverage, and limits of liability for the insurance the CONTRACTOR is required to provide under this provision. Accompanying the certificate(s) shall be a copy of the required additional insured endorsement(s) to the policies obtained by the CONTRACTOR as set forth above.

6. Notice of Cancellation or Non-renewal: Each policy shall require the insurer to give the WCA at least 30 days notice of termination of the policy by cancellation, rescission, non-renewal, or otherwise. Notice shall also be given to WCA of any material change in the terms of the coverage required to be maintained by the CONTRACTOR under this provision.

7. Delivery of Notices: All certificates and notices required by this provision shall be in writing and shall be delivered to the Contract Administrator. The notices and certificates shall refer to this contract.

8. Maintenance of Insurance: The CONTRACTOR shall promptly pay the premiums on all insurance policies required under this provision. The CONTRACTOR further agrees that the policies shall remain in full force and effect as required by this Agreement. CONTRACTOR agrees to immediately obtain replacement coverage for any policy which is terminated, canceled, non-renewed, or which has paid policy limits or upon the insolvency of the insurer issuing the policy.

9. Breach: Failure on the part of CONTRACTOR to procure or maintain insurance as required by this provision shall constitute a material breach of this contract. In the event of such a breach, the WCA may, among other things, terminate this Agreement, suspend work being performed on the project by or on behalf of the CONTRACTOR, or at its sole discretion, the WCA may obtain replacement coverage. In the event that replacement coverage is obtained, the CONTRACTOR shall, upon demand, repay the WCA for the full amount of premiums paid by the WCA for the replacement coverage. In its sole discretion, the WCA may offset the cost of premiums against any monies due to the CONTRACTOR from the WCA.

II. INDEMNIFICATION:

CONTRACTOR agrees to indemnify and save harmless the WCA, RMC, DISTRICT, its agents, appointed and elected officers and employees ("WCA and its related persons and entities") from any and all claims, liabilities, expenses, lawsuits, actions, or proceedings arising from, or connected with, any act or omission of the CONTRACTOR, its agents, or subcontractors of any tier. The obligation to indemnify the WCA is in addition to the obligation to procure insurance as set forth in this provision.

WCA agrees that prior to demanding a defense from the CONTRACTOR that it or CONTRACTOR shall tender such claim to the insurers issuing the policies of insurance referred to in this provision. If the claims are not covered by any policy referred to in this provision, or the insurers refuse to defend the WCA or any of its related persons and entities, then the CONTRACTOR shall be obligated to defend the WCA from any claim, suit, or proceeding in which it has been claimed or alleged that the acts or omissions of the CONTRACTOR, its agents, or subcontractors of any tier were a cause of the damages claimed against the WCA and its related persons and entities in that suit, action, or proceeding.

Neither the CONTRACTOR, nor its agents and subcontractors of any tier, shall be obligated to indemnify the WCA and its related persons and entities for liabilities caused by the active negligence of the WCA and its related persons and entities. However, this provision does not limit any obligation to defend or indemnify the WCA and its related persons and entities arising under the policies of insurance maintained by the CONTRACTOR under this provision.

III. SUBCONTRACTOR'S INSURANCE AND INDEMNIFICATION:

CONTRACTOR agrees to require that its subcontractors, subconsultants, and independent contractors maintain the same insurance coverage which it is required to maintain under this provision, including but not limited to, the obligation to name the WCA and its related persons and entities as additional insureds under each such policy.

CONTRACTOR further agrees to require its subcontractors, subcontractors, and independent contractors to indemnify and defend the WCA and its related persons and entities from any and all claims, liabilities, expenses, lawsuits, actions, or proceedings arising from, or connected with, any act or omission of each such subcontractor, subconsultant, or independent contractor, its agents, or subcontractors of any tier.

Failure on the part of CONTRACTOR to require its subcontractors, subconsultants, and independent contractors to provide insurance and indemnification shall constitute a material breach of this contract. In the event of such breach, the WCA may, among other things, terminate this Agreement, suspend work being performed on the project by or on behalf of the CONTRACTOR, or in its sole discretion, the WCA may obtain replacement insurance coverage. In the event that replacement coverage is obtained, the CONTRACTOR shall, upon demand, repay the WCA for the full amount of premiums paid by the WCA for the replacement coverage. In its sole discretion, the WCA may offset the cost of premiums against any monies due to the CONTRACTOR from the WCA.

CONTRACTOR agrees to the above Indemnification and Insurance Provisions.

_____ Initials

September 17, 2020 - Item 11

RESOLUTION 2020-23

RESOLUTION OF THE WATERSHED CONSERVATION AUTHORITY APPROVING A CONTRACT FOR ON-CALL FACILITY MAINTENANCE SERVICES.

WHEREAS, the Watershed Conservation Authority (WCA) has been established as a joint powers agency between the Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (District); and

WHEREAS, the Watershed Conservation Authority (WCA) has further been established to focus on projects which will provide open space, habitat restoration, and watershed improvement projects in both the San Gabriel and Lower Los Angeles Rivers watershed; and

WHEREAS, this action will approve the WCA to contract for on-call facility maintenance services with Positive Plumbing Inc.; and

WHEREAS, the proposed action is exempt from the provisions of the California Environmental Quality Act; NOW

Therefore be it resolved that the WCA hereby:

1. **FINDS** that this action is consistent with the purposes and objectives of the WCA.
2. **FINDS** that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).
3. **ADOPTS** the staff report dated September 17, 2020.
4. **APPROVES** the Watershed Conservation Authority to contract with Positive Plumbing Inc. in an amount not to exceed $76,739 to provide on-call facility maintenance services at WCA properties for fiscal year 2020/21 with an option to extend the contract up to two additional one-year periods.

~ End of Resolution ~

//

Motion: _____ Second: _____

Ayes: _____ Nays: _____ Abstentions: _____

Passed and Adopted by the Board of the
WATERSHED CONSERVATION AUTHORITY
On September 17, 2020

_____
Herlinda Chico
Governing Board Chair

ATTEST:_____
David Edsall
Deputy Attorney General