



**REQUEST FOR PROPOSALS FOR**

**Biological Resources Survey and Report for  
WCA's 'Vasquez Overlook' parcel in the Azusa foothills  
AIN 8684-024-001**

**Proposals due:  
March 2, 2020  
3:00 pm**

Watershed Conservation Authority  
100 N. Old San Gabriel Canyon Road  
Azusa, CA 91702

Primary Contact:  
Jane Tsong, Project Manager  
626-815-1019 x103  
jtsong@wca.ca.gov

## Table of contents

1. Introduction and overview
2. Procedure for submittal
3. Scope of work
4. Schedule of services
5. Mandatory proposal contents
6. Evaluation criteria and selection process
7. Insurance and contract requirements
8. General conditions

## Exhibits

- A. Watershed Conservation Authority projects
- B. WCA conservation lands in the foothills of the San Gabriel Mountains
- C. Site map
- D. Site photos
- E. Sample WCA Agreement for consultant services with insurance alternatives

## Key dates

February 20, 2020, 3 pm / Deadline for submission of questions about this RFP

March 2, 2020, 3 pm / Deadline for submission of proposal

March 17, 2020 / Anticipated award date

September 1, 2020 / Draft deliverables due

October 10, 2020 / Final deliverables incorporating WCA feedback due

October 19, 2020 / End of contract period

## 1. Introduction and overview

The Watershed Conservation Authority (“WCA”) is seeking proposals from qualified entities to conduct a biological resources survey of WCA’s “Vasquez Overlook” property, situated in the foothills of the San Gabriel Mountains north of Azusa [Assessor’s Parcel Number: 8684-024-001]. Services requested include wildlife and vegetation surveys, vegetation communities mapping, and documenting observed and potential species of conservation interest. The results are to be compiled into a report that includes resources management recommendations and evaluation of site potential for uses such as mitigation banking and public access.

The requested services are to occur during the spring and fall of 2020. The survey and resulting recommendations will inform other planning efforts currently in progress, such as WCA’s prioritization of acquisition of additional conservation lands in the San Gabriel Mountains foothills.

### **About WCA**

Founded in 2003, WCA is a Joint Powers Authority (JPA) of San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District whose mission is to provide for a comprehensive program to expand and improve open space and recreational opportunities within the San Gabriel River and Lower Los Angeles Rivers Watershed areas that are consistent with the goals of flood protection, water supply, ground water recharge, and water conservation. The WCA is empowered to acquire and protect lands for watershed protection, conservation, natural open space, and recreational purposes.

WCA’s vision of Connecting Communities through Nature embraces a ‘work with nature’ approach to watershed enhancement. WCA partners with local and regional entities to plan and implement projects to improve our watersheds through investment in open space, parks, trails, bikeways, and greenways. WCA maintains more than 500 acres of open space, ranging from foothills lands to urban river parks that serve some of the densest and most diverse neighborhoods in the country. [\[Exhibit A: Watershed Conservation Authority projects\]](#)

### **About WCA’s “Vasquez Overlook”**

In 2020, the Watershed Conservation Authority (WCA) acquired ‘Vasquez Overlook,’ a 40-acre parcel in unincorporated Los Angeles County just north of the City of Azusa. This parcel augments other public conservation lands in the foothills of the San Gabriel Mountains held by WCA for the purposes of watershed restoration, community-driven stewardship, and potential for low-impact recreation, including River Wilderness Park, Azusa-RMC JPA Open

Space, and Vasquez I. [\[Exhibit B: WCA Conservation Lands in the San Gabriel Mountains foothills\]](#)

Access to the subject property is through privately held land and requires a 1 mile climb up the unpaved Vasquez Trail (average grade of 12%). [\[Exhibit C: Site map\]](#) Coordination with the owner of this land for access to complete the survey will be facilitated by WCA.

Water lines owned by the City of Pasadena traverse the property, and an active avocado orchard is situated in the southwest corner. Surveying the property may require negotiating dense vegetation as well as exposed granite hillsides with an average of over 50% slope.

In 2019, the ecological consulting firm Tidal Influence conducted a biological survey of the nearby Vasquez I parcel [APN 8684-024-907] [\[Exhibit D: Site photographs\]](#). The biologists mapped plant communities on site and recorded the presence of 101 plant species, of which 71 were native and 18 were classified as invasive. Annual species made up 24% of the native plant species richness. Wildlife cameras captured the presence of foxes, mountain lions, deer, and coyotes. The biologists observed patterns of recovery after the 2014 Colby Fire, such as the re-sprouting of large fire-adapted coastal sage shrubs, the reestablishment of other native species via the existing seed bank, the use of post-fire snags as perches by resident birds, and avian breeding activity. Biologists recommended selective control of *Pennisetum setaceum* (crimson fountain grass), the most numerous and aggressive invasive on site, which has naturalized throughout the foothills; enhancement and expansion of Oak Woodland (which was more extensive on site before the Colby Fire); and enhancement of an existing population of native walnut trees which is also recovering from the fire.

Recommendations from the new biological survey of “Vasquez Overlook” will be incorporated into a management plan that encompasses both Vasquez parcels owned by WCA.

### **About the San Gabriel Mountains Foothills Open Space Acquisition Master Plan**

WCA’s San Gabriel Mountains Foothills Open Space Acquisition Master Plan is a multi-jurisdictional vision to protect the biological resources of foothills lands while focusing public use in areas where it is the most rewarding and sustainable. An initial prioritization study by Trust for Public Land is currently being supplemented by additional studies that identify regional biological opportunities, as well as stakeholder, resource, and partnership factors that bear on the acquisition and management of public lands in the foothills.

## **2. Procedure for submittal**

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

- 2.2 WCA requests that the Consultant respond to the specific criteria herein in a manner that will best help us evaluate the proposal. Proposers must submit:
- One digital copy of the proposal in Adobe Portable Document Format (PDF), submitted via email to [jtsong@wca.ca.gov](mailto:jtsong@wca.ca.gov), with the subject line “Proposal for Vasquez Overlook Survey”
  - Submittals must be received by WCA by **3:00pm, March 2, 2020.**
- 2.3 Questions regarding this RFP are welcome and shall be submitted to [jtsong@wca.ca.gov](mailto:jtsong@wca.ca.gov) by 3:00 pm February 20, 2020.
- 2.4 WCA will share responses to questions and requests for clarification with other potential proposers through e-mail and the WCA website at <https://www.wca.ca.gov/notices>.
- 2.5 **It is recommended that potential proposers inform WCA 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.**
- 2.6 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.
- 2.7 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.
- 2.8 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 according to the specifications and instructions contained herein. Failure to adhere to RFP instructions may be cause for rejection of any proposal.
- 2.9 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.

- 2.10 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.
- 2.11 No changes to the proposals shall be allowed after submittal to WCA.
- 2.12 Any agreement entered into by the Proposer shall be consistent with applicable federal, state, and local laws.
- 2.13 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.
- 2.14 WCA will select a successful Proposer based on qualifications that represent the best service, regardless of race, creed, color or gender.
- 2.15 The Consultant shall take all formal direction from the WCA employee assigned the responsibility to oversee these services. All activities related to administration of the Consultant's agreement will be managed by a WCA employee.

### 3. Scope of work

The biological resources survey report shall include the following elements:

- 3.1. **Survey and discussion**
  - Description of survey area
  - Discussion of environmental setting and significance of site within regional context
  - Summary of regulatory setting

- Description of methodology including research conducted (CNDDDB, BIOS, CCH, museum records), survey details (date, duration of survey, survey method), mapping methodology
- Survey of plant and wildlife on site summarized in table form as well as descriptive report:
  - Soil types
  - Physical features
  - Species observed
  - Biological communities described utilizing a standard classification scheme noting any habitats that do not fit into the classification scheme or are unique to the area
  - Species of conservation interest (observed and potential)
  - Avoidance and minimization measures for biological communities and species of conservation interest
  - Blooming period for plants and nesting/breeding period for wildlife
  - Significance of the site within wildlife corridor/travel routes
- Evaluation of potential for sensitive species and their habitats to occur
- Photos of plant communities and sensitive species
- Optional: Recommendations for additional surveys that would inform development of a management plan for the site
- Bibliography/References
- Consultant to provide all data/lists of observed and potential species for future use by WCA in editable form
- Consultant to submit draft material for WCA review, allowing for one round of revision before the agreed upon submission date

### **3.2. Mapping**

- Mapping of vegetation communities, wildlife habitat, occurrences of sensitive species if found, areas of potential occurrence of sensitive species
- Consultant to provide map package, shapefile, or kmz data collected in the course of biological resources survey for future use by WCA

### **3.3. Recommendations for land management**

- Assessment of habitat quality and significance of the site within the regional context
- Recommendations for management of site to avoid adverse impacts to biological resources on site
- Recommended methods for removing invasive species
- Evaluation of potential for habitat restoration or enhancement

- Evaluation of site potential for public access/trails
- Evaluation of site for mitigation banking
- Consultant to submit draft material for WCA review, allowing for one round of revision before the agreed upon submission date

## 4. Schedule of services

- 4.1 After awarding of contract and contract execution, a Notice to Proceed will be issued for scope of services as required in this RFP.
- 4.2 The selected Consultant shall be asked to execute a contract for performance not to exceed seven (7) months beginning March 17, 2020 through October 19, 2020. Fees included as part of this proposal and contract shall remain firm for the contract period.
- 4.3 All draft deliverables as per Section 3 should be submitted by September 1, 2020. WCA feedback will be incorporated into final deliverables, to be submitted October 10, 2020.

## 5. Mandatory proposal contents

The proposal should include at least the following:

- 5.1. **Cover letter** shall be a maximum three-page letter including the name and address of the proposing entity submitting the proposal; whether the proposing entity is an individual, partnership, corporation, or joint venture; and the name, address, telephone number, and e-mail address of the contact person who will be authorized to make representations for the organization.
- 5.2. **Table of Contents**
- 5.3. **Company Profile and Statement of Qualification and Experience** shall include, but not be limited to the following information:
  - (a) Designation of an experienced senior individual as the supervisor/administrator of the Consultant's staff who will be responsible for the delivery of services in accordance with the established scope of services

- (b) Project team resumes and assigned roles and responsibilities of each team member
- (c) List and Resume of any sub-consultants to be used. Items of work to be performed must be detailed in the task list and timeline.

5.4. **Standard Services, Work Plan, and Project Schedule** shall include but not be limited to the following:

- (a) Describe technical approach for providing all requested services as described in Section 3 above
- (b) List assumptions and/or exclusions
- (c) Provide schedule for services described above, in accordance with Section 4. Describe timing of field surveys necessary to complete an assessment of the biological resources present or with potential to occur
- (d) Provide fee by task, detailed by hours and hourly rate. As funding is limited, proposal shall itemize fees for each discrete task, with fees for optional services separated. Include all estimated materials, travel, and related expenses that may be associated with the duties and obligations under this proposal
- (e) Optional: Provide fee by task, detailed by hours and hourly rate for additional surveys or studies if necessary to complete an assessment of the biological resources present or with potential to occur. Include all estimated materials, travel, and related expenses that may be associated with the duties and obligations under this proposal
- (f) Optional: Describe other services that would support the development of a management plan for the site
- (g) Description of the proposer's current workload, capacity, and commitment to complete the requested scope of services in accordance with the specified schedule

5.5. **Acceptance of Terms and Conditions** shall include a statement affirming the Proposer's acceptance of the terms and conditions contained in the attached sample Consultant Services Agreement. [\[Exhibit E: Sample WCA Agreement for consultant services with insurance alternatives\]](#)

- 5.6. **Annotated Project List with References** shall list projects undertaken in the last five years of similar scope and complexity accomplished by the proposing team. Include a reference/contact for each project, address, telephone number, email address. Describe services rendered and outcomes, and relevance of project to the current proposal
- 5.7 **Work Samples** shall include excerpts from previous projects of similar scope and complexity accomplished by the proposing team. Competitive candidates will submit work samples which demonstrate attentiveness to client needs, experience with site- and regional- scale biodiversity planning, and insight into land management challenges

## 6. Evaluation criteria and selection process

- 6.1 Proposals that are determined to be responsive to the services requested in Section 3 and 4, and meet the mandatory requirements as indicated in Sections 2 and 5 of this RFP shall be evaluated based on the following scoring criteria:

### GENERAL QUALITY OF THE OVERALL PROPOSAL

- ( 10 pts ) Understanding of overall concepts and objectives
- ( 10 pts ) Responsiveness to RFP requirements

### SCOPE OF SERVICES

- ( 20 pts ) Technical approach for providing all requested services, and optional services
- ( 20 pts ) Schedule of services and statement of commitment to complete the requested scope of services
- ( 20 pts ) Not to exceed proposed fee statement with tasks, and associated hours and hourly rates

### STATEMENT OF QUALIFICATIONS AND EXPERIENCE

- ( 10 pts ) Qualifications of personnel assigned to the project
- ( 10 pts ) Proposer's experience with similar projects as evidenced by project list, references, and work samples

- 6.2 Proposals will be evaluated based on the above criteria. The proposal found to be the most beneficial to WCA shall be submitted to the WCA Board for their consideration to award. The Board reserves the right to reject any proposals at their discretion.

## 7. Insurance and contract requirements

- 7.1 Consultant will show proof of Workers Compensation Insurance, General Liability Insurance and Auto Insurance with the General and Auto Insurance to be at least \$1 million per occurrence. The consultant 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 named as Additionally Insured. There are Insurance Alternatives to the Written Agreement and the consultant must select either Alternative 1 or 2 upon contract execution.
- 7.2 By submitting a proposal for consideration, the Consultant acknowledges that the attached sample contract [Exhibit E] contains non-negotiable terms including liability and insurance requirements which must be executed by the successful consultant.
- 7.3 Any changes in the scope of work resulting in a contract increase or decrease in fee shall be approved, in writing, by the Watershed Conservation Authority prior to commencement of actual change of work. No fee adjustment shall be allowed unless it is based on said prior written approval.
- 7.4 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.

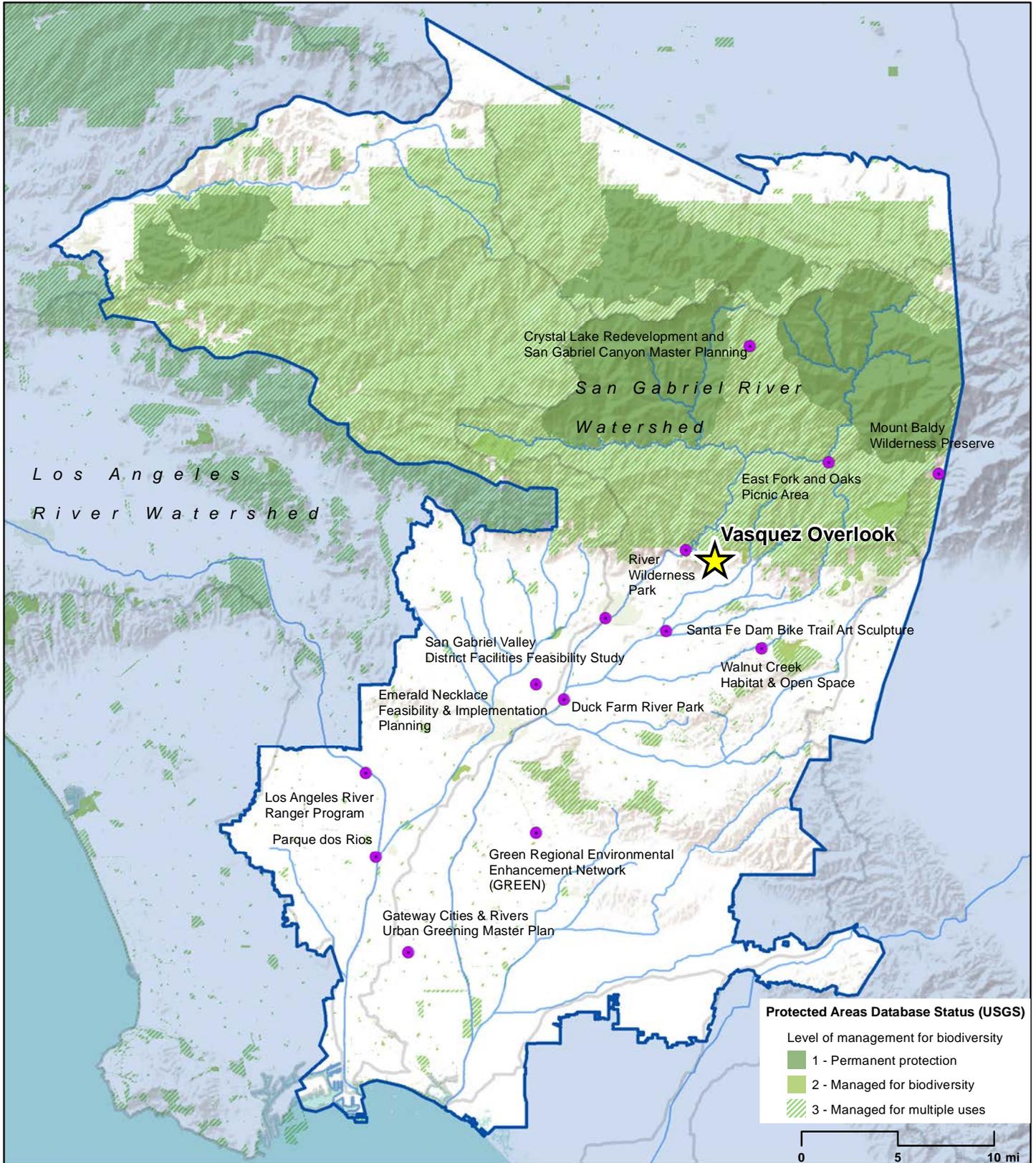
## 8. General conditions

- 8.1 Responses to this RFP shall be made according to the specifications and instructions contained herein.
- 8.2 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 Consultant(s) and WCA.
- 8.3 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.

- 8.4 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, Statement of Qualifications and 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 and materials necessary for the proper execution and completion thereof.
- 8.5 The Proposer(s) to whom the award is made will enter into a written contract with the WCA. In case of default by the Consultant, the WCA reserves the right to procure the services from other sources and to hold the Consultant responsible for any excess costs incurred by the WCA thereby.

Exhibit A



## Watershed Conservation Authority projects

The WCA is a joint powers authority (JPA) of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District whose mission 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 areas.

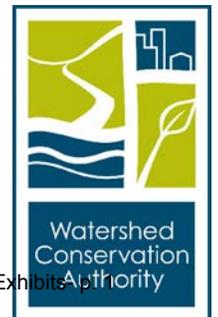
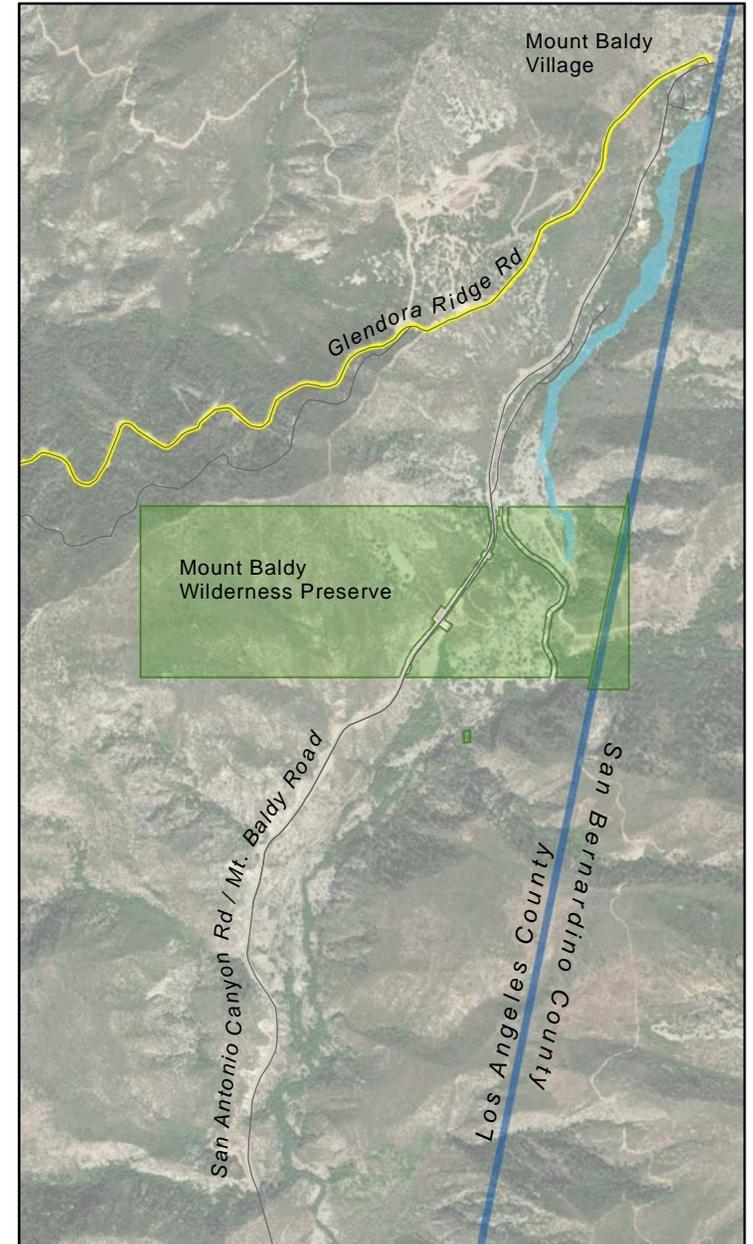
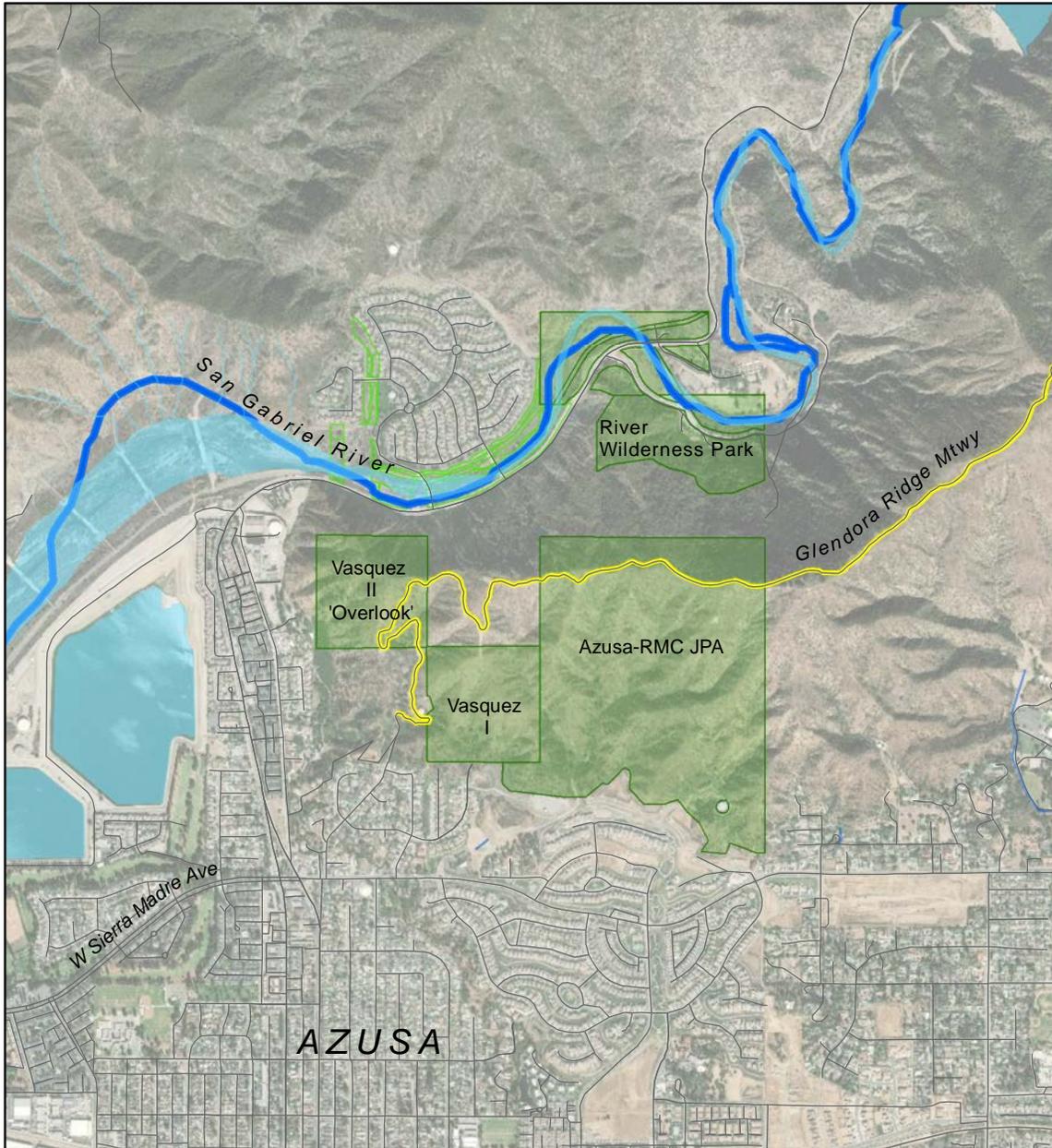
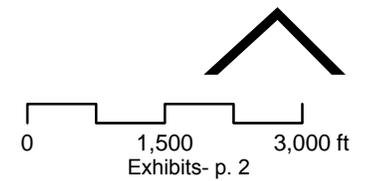


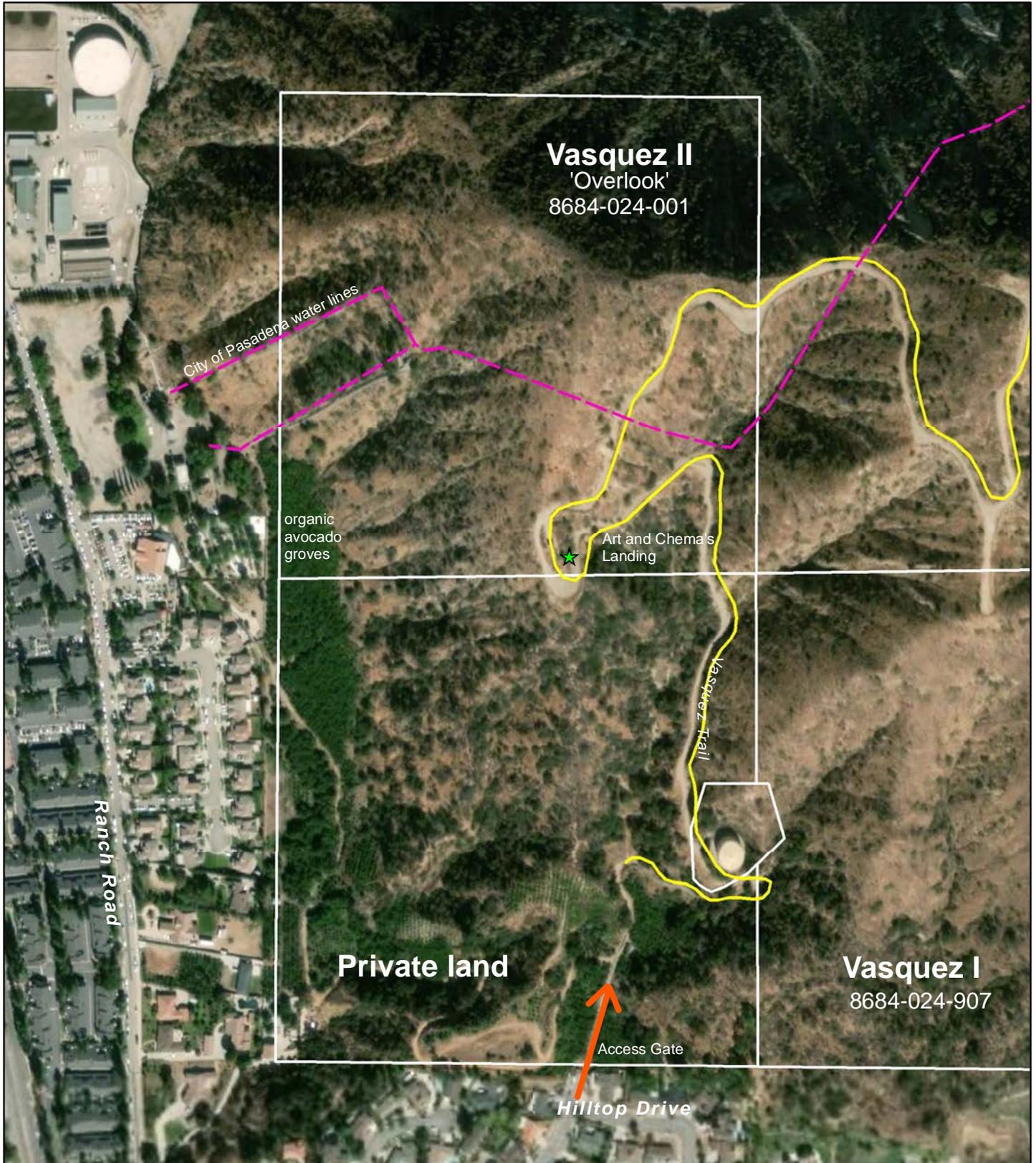
Exhibit B



### WCA conservation lands in the foothills of the San Gabriel Mountains

- Conservation Lands
- Conservation Easement





## Site map

Accessing the Vasquez Overlook property from Hilltop Drive in Azusa requires traversing private property, and a 1 mile climb up the Vasquez Trail, an unpaved road with average grade of 11%.

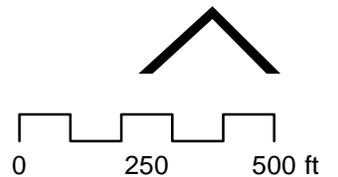


Exhibit D



Vasquez I Spring Biological Survey, 2019: photos by Tidal Influence.



Access to Vasquez Overlook requires a 1-mile trek up an unpaved road. Photo by Tidal Influence.

Exhibit D



Vasquez I Spring Biological Survey, 2019: photos by Tidal Influence.



Vasquez I Spring Biological Survey: photos by Tidal Influence.

Exhibit D



Vasquez II 'Overlook': Art and Chema's Landing.



Vasquez II 'Overlook': Organic avocado groves in the southwestern portion of the parcel.

Exhibit D



Vasquez II 'Overlook': Wildflowers along Glendora Ridge Motorway, an unpaved fire road, March, 2019.



Vasquez II 'Overlook': Wildflowers along Glendora Ridge Motorway, an unpaved fire road, March, 2019.

**AGREEMENT FOR CONSULTANT 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 "Consultant,"

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

Consultant is a recognized professional with extensive experience and training in this specialized field. In rendering these services, Consultant shall, at a minimum, exercise the ordinary care and skill expected of the average practitioner in Consultant'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. Consultant'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 Consultant 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 Consultant a maximum not to exceed fee of XXXX Dollars (\$XXXXX). Services will be rendered beginning Month Date, Year and end by Month Date, Year.

WCA shall compensate Consultant as follows:

- a. Monthly payments for the work accomplished shall be made upon verification and acceptance of such work by the 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 Consultant Services may be required at WCA's discretion, upon prior written authorization by Executive Officer or authorized representative, and will be based on Consultant'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, Consultant 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. Consultant 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. Consultant will not be paid for any expenditure beyond the contract amount stipulated without a written amendment to this Agreement.

4. Equipment and Supplies

Consultant 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.

Consultant shall be paid the reasonable value of services rendered. In the event of any such termination by WCA, Consultant 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.

Consultant agrees to indemnify, defend, and save 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, Consultant'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.

Consultant 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 Consultant above. Such provision is hereby incorporated into this Article by reference.

10. Anti-Discrimination

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

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

Consultant 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 Consultant has violated state or federal anti-discrimination laws shall constitute a finding by WCA that Consultant 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 Consultant 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 Consultant Status

This Agreement is by and between WCA and Consultant 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 Consultant.

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

Consultant 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 Consultant pursuant to this Agreement.

#### 12. WCA's Quality Assurance Plan

WCA, or its agent, will evaluate Consultant's performance under this Agreement on not less than a semi-annual basis. Such evaluation will include assessing Consultants' compliance with all contract terms and performance standards. Consultant 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 Consultant. 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

Consultant hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by Consultant, on Consultant's behalf or on the behalf of any subconsultant, 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 Consultant herein, or have any other direct or indirect financial interest in this Agreement.

16. Prohibition from Involvement in Bidding Process

Consultant 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 Consultant's services rendered pursuant to this Agreement, either as a prime Consultant or subconsultant, or as a Consultant to any other prime Consultant or subconsultant. Any such involvement by Consultant shall result in the rejection by the WCA of the bid by the prime Consultant in question.

17. Gratuities

It is improper for any WCA Executive Officer, employee, or agent to solicit consideration, in any form, from Consultant with the implication, suggestion, or statement that Consultant's provision of the consideration may secure more favorable treatment for Consultant in the award of the contract or that Consultants' failure to provide such consideration may negatively affect WCA's consideration of Consultant's submittal. Consultant 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.

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

or agent to solicit such improper consideration. The report shall be made to 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 Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, 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 Consultants' performance pursuant to the Agreement. In the event of such termination, WCA shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant 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

Consultant shall notify its employees, and shall require each subconsultant 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 Consultant 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 Consultant 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

Consultant 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 Consultant's employees for which WCA may be found jointly or solely liable.

23. Prevailing Wage Requirements

Consultant shall comply with all applicable prevailing wage requirements.

24. Employment Eligibility Verification

Consultant 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. Consultant 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. Consultant shall retain such documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless WCA, its Executive Officers and employees from employer sanctions and any other liability which may be assessed against Consultant 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. Consultant Responsibility and Debarment

- a. A responsible Consultant is a Consultant 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 consultants.
- b. The Consultant is hereby notified that if the WCA acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the WCA may, in addition to other remedies provided in the contract, debar the

Consultant from bidding on WCA contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Consultant may have with the WCA.

- c. The WCA may debar a Consultant if the Board finds, in its discretion, that the Consultant 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 Consultant'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 subconsultants of the WCA Consultant.

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

Consultant shall have no claim against WCA for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant 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 Consultant. 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

Consultant

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 Consultant and may be modified only by further written Agreement between the parties hereto.

WCA

Company

By \_\_\_\_\_  
Name  
Title

By \_\_\_\_\_  
Company Contact  
Contact Title

WCA**XXXX**

Exhibit E

FY **XX/XX**

**Exhibit A**

**Company**

Scope of Work

**Month Date, Year**

(1 page)

## 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

## 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, subconsultants, 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.

Exhibit E

WCA**XXXX**

**COMPANY**

CONTRACTOR agrees to the above Indemnification and Insurance Provisions.

\_\_\_\_\_ Initials