



REQUEST FOR PROPOSALS FOR

**Spring Biological Resources Survey and Report for
WCA's Azusa Foothill Property
aka "Vasquez Property"
AIN 8684-024-907**

**Proposals due:
March 6, 2019
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

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1. Introduction and overview

The Watershed Conservation Authority (“WCA”) is seeking proposals from qualified entities to conduct a springtime biological resources survey and report of WCA’s “Vasquez” property, situated in the foothills of the San Gabriel Mountains north of Azusa [Assessor’s Parcel Number: 8684-024-907 (formerly 8684-024-036)]. The purpose of this survey and report is to evaluate biological resources on site, recommend approaches for restoration and management of such resources, and evaluate the feasibility of uses such as public access and/or mitigation banking.

Services requested include survey and mapping of wildlife and vegetation communities, documenting observed and potential species of conservation interest, and jurisdictional delineation. 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/trails.

The requested services are to occur during Spring 2019. The survey and resulting recommendations will inform planning efforts that are currently in progress, which include a management plan for WCA’s “Vasquez” property, as well as a plan to prioritize acquisition of additional parcels in the San Gabriel Mountains foothills.

WCA acknowledges that depending on site conditions, multiple surveys may be required for different plant and wildlife species that have potential to occur on the property. Proposers are asked to suggest such additional or specialized surveys as optional services to be considered in the future.

About WCA

The 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 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, ground water recharge, and water conservation. [Exhibit A: WCA territory]

About WCA’s “Vasquez” Property

In 2016, the Watershed Conservation Authority (WCA) acquired approximately 40 acres of undeveloped land in the San Gabriel Mountain Foothills above the City of Azusa for the purpose of watershed restoration, community-driven stewardship, and potential for low-impact recreation.

WCA's "Vasquez" property is in unincorporated Los Angeles County approximately one quarter mile north of Sierra Madre Avenue and one quarter mile east of San Gabriel Canyon Road, south of Glendora Ridge Motorway. The adjacent parcel to the west is operated as an avocado orchard/farm and the land to the North is owned by the City of Pasadena and includes water conveyance pipelines. In 2014, the property and adjacent lands were burned in the Colby Fire. The USFWS National Wetlands Inventory shows potential for wetlands to occur on the property. Drainages from the property collect in a debris basin to the south. [Exhibit B: Site map]

The property is in close vicinity to Angeles National Forest and San Gabriel Mountains National Monument, WCA's River Wilderness Park, and Rosedale Open Space owned by the City of Azusa-RMC JPA. It is west of Glendora Wilderness Park and the Brodiaea Reserve.

Access to the subject property is through privately held land. Coordination with the owner of this land for access to complete the survey will be facilitated by WCA.

Surveying the property may require negotiating dense vegetation as well as exposed granite hillsides with an average of over 50% slope. [Exhibit C: Site photographs]

About the San Gabriel Mountains Foothills Open Space Acquisition Master Plan

WCA is currently developing a methodology to evaluate, prioritize, and plan for the acquisition of additional foothill properties for watershed protection, habitat preservation, and increased public access for compatible uses such as multi-use trails and passive recreation.

Recommendations from the springtime biological resources survey of WCA's "Vasquez" property will be incorporated into a land management plan for the subject property, and will additionally inform planning for the San Gabriel Mountains Foothills Open Space Acquisition Master Plan.

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, with the subject line “Proposal for Vasquez BRA”
 - **Submittals must be received by WCA by 3:00pm, March 6, 2019.**
- 2.3 **Questions regarding this RFP are welcome and shall be submitted to jtsong@wca.ca.gov by 3:00 pm February 25, 2019.**
- 2.4 Note that 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 WCA reserves the right to reject any or all proposals for good cause and in the public interest. Firms responding to this RFP do so solely at their expense, and WCA is not responsible for any expenses associated with the preparation of the proposal.
- 2.7 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.
- 2.8 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.
- 2.9 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.
- 2.10 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.

- 2.11 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.
- 2.12 No changes to the proposals shall be allowed after submittal to WCA.
- 2.13 Any agreement entered into by the Proposer shall be consistent with applicable federal, state, and local laws.
- 2.14 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.
- 2.15 WCA will select a successful Proposer based on qualifications that represent the best service, regardless of race, creed, color or gender.
- 2.16 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.
- 2.17 The services shall be overseen by a WCA employee or designee assigned by the Executive Officer of the WCA.

3. Scope of work

- 3.1 The biological resources survey report shall include the following elements:
 - 3.1.1. **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, museum records), survey details (date, duration of survey, survey method), mapping methodology
- Survey of plant and wildlife on site to be summarized in table form as well as descriptive report:
 - o Soil types
 - o Physical features
 - o Species observed
 - o 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
 - o Species of conservation interest (observed and potential)
 - o Avoidance and minimization measures for biological communities and species of conservation interest
 - o Blooming period for plants and nesting/breeding period for wildlife
 - o Site significance 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 land management plan for the property
- References

3.1.2. Mapping

- Mapping of vegetation communities, wildlife habitat, occurrences of sensitive species if found, areas of potential occurrence of sensitive species
- Mapping of wetlands and jurisdictional delineation
- Consultant to provide map package, shapefile, or kmz data collected in the course of biological resources survey

3.1.3. Recommendations for land management

- Assessment of habitat quality and significance of the biological resources of the site within regional context

- Recommendations for management of site to avoid adverse impacts to site biological resources.
- Recommendations for methods to remove invasive plants
- Evaluation of potential for restoration/habitat enhancement
- Evaluation of value of site for mitigation banking

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. The duration of this scope of work is anticipated to be approximately four (4) months from the Notice to Proceed. It is desired that the Notice to Proceed will occur as soon as possible after Thursday, March 21, 2019, so that the selected entity will be able to complete the requested services during Spring 2019.
- 4.2 The selected Consultant shall be asked to execute a contract for performance not to exceed four (4) months beginning March 21, 2019 through July 21, 2019. Fees included as part of this proposal and contract shall remain firm for the four (4) month period.

5. Mandatory proposal contents

- 5.1 The proposal should include at least the following:
- 5.1.1. **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.
 - 5.1.2. **Table of Contents**
 - 5.1.3. **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.
- (d) Consultant shall provide a list of references (2 minimum) for whom work has been completed in the last five years. The list shall include the name of the contact, company name, address, telephone number, email address, and a description of services rendered and outcomes.

5.1.4. **Standard Services and 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. Proposals shall describe any additional survey periods if 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 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 Vasquez site,

and/or an acquisition and management plan of other foothills lands which may be acquired in the future.

- (g) Description of the proposer's current workload, capacity, and commitment to complete the requested scope of services in accordance with the specified schedule

5.1.5. Acceptance of Terms and Conditions

5.1.6. **Project references** shall include an annotated list/portfolio/excerpts from projects which indicate experience on projects of similar scope and complexity accomplished by the proposing team

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 criteria:

SUMMARY OF SCORING

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) Firm's experience with similar projects

- 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 D) 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. A copy of a sample Draft WCA contract is attached (Exhibit D).

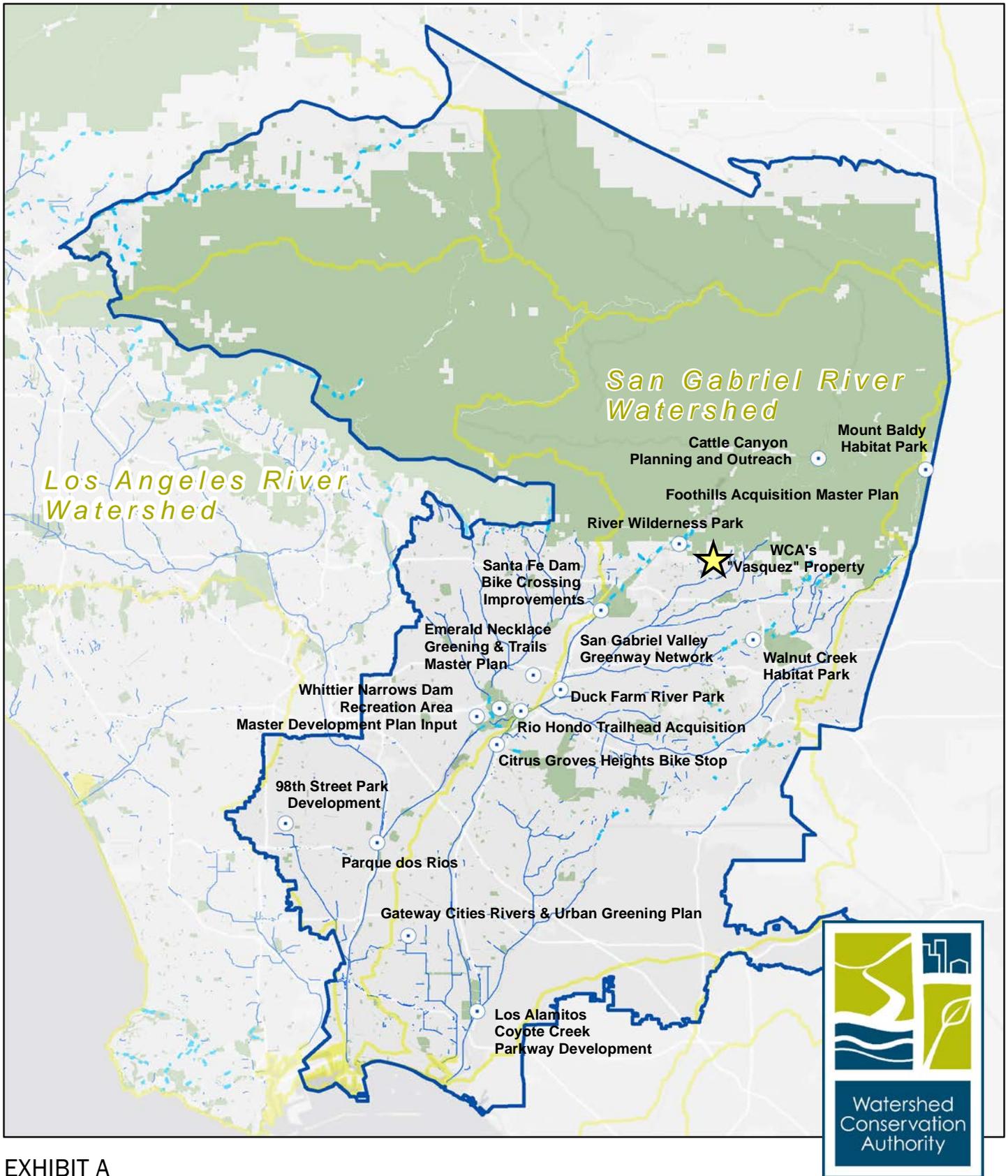


EXHIBIT A

WCA Projects and Territory

The 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 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, ground water recharge, and water conservation.

- WCA_Projects
- WCA_Territory_Boundary
- Watershed boundaries
- LA County Parks and Open Space

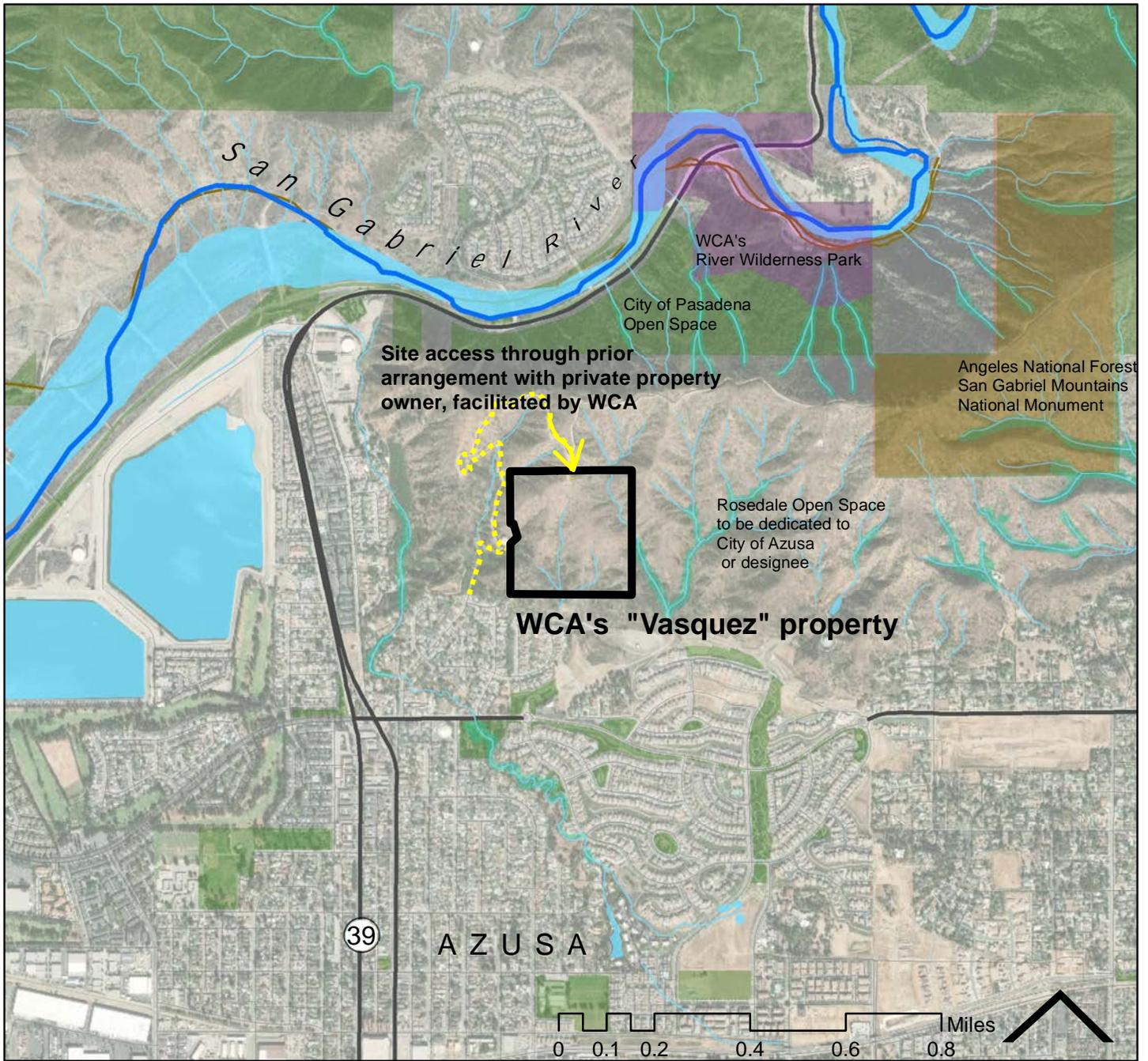
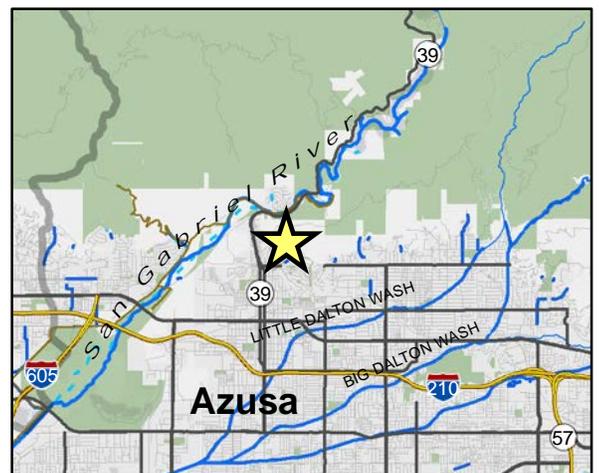


EXHIBIT B

Site Map

AIN 8684-024-907 (formerly 8684-024-036)
±40 acres

- LA County Parks and Open Space
- USFWS Wetland Inventory CA_Wetlands
- USFWS Wetland Inventory CA_Riparian



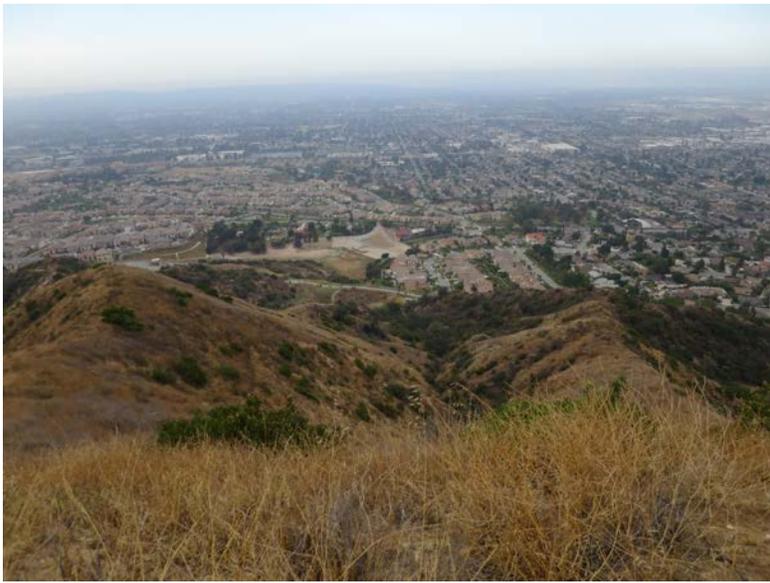


EXHIBIT C

Site Photos

WCA'S "VASQUEZ" PROPERTY
photos taken 7-12-2018



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

Exhibit A

~~Company~~

Scope of Work

~~Month Date, Year~~

(1 page)