**DATE:** **September 15, 2022**

**TO:** **WCA Governing Board**

**FROM:** **Jane Tsong, Project Manager**

**THROUGH:** **Mark Stanley, Executive Officer**

**SUBJECT:** **Item 19: Consideration of a resolution to approve negotiation and entering into a contract for survey services in preparation for Lot Line Adjustment of WCA's Walnut Creek Open Space to conform lots to anticipated use.**

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**RECOMMENDATION:** That the Watershed Conservation Authority (WCA) Governing Board approve Executive Officer or Designee to negotiate and enter into a consultant contract for survey services in preparation for a Lot Line Adjustment of WCA's Walnut Creek Open Space.

**PROJECT DESCRIPTION:** In preparation for a Lot Line Adjustment application described in Item 17 of this meeting, WCA and Tzu Chi Foundation seek to engage a surveyor to write legal descriptions and create exhibits of certain portions of WCA and Tzu Chi properties which will be the subject of a Lot Line Adjustment application. WCA plans to convey to the Tzu Chi certain portions of WCA property on which built structures used by the Tzu Chi are currently situated. Tzu Chi plans to convey to WCA portions of Tzu Chi property that hold the trail connection between WCA's Walnut Creek Open Space Nature Trail to the County-maintained Antonovich Trail. The properties for which a Lot Line Adjustment is sought include the parcels whose AINs are: 8385-016-007, 8426-021-020, 8385-016-905, and 8426-021-901. The proposed new boundary lines are shown in (Exhibit A: Current and Proposed Boundary Lines). WCA and Tzu Chi have agreed that costs will be split between the two entities.

WCA and Tzu Chi seek to engage a surveyor to produce legal descriptions and exhibits of the portions of WCA and Tzu Chi properties to be conveyed in the Lot Line Adjustment. (Exhibit A: Current and Proposed Boundary Lines).WCA issued an RFP for survey services on May 23, 2022. The RFP was posted on WCA's website and also sent to WCA's compiled list of surveyors. Followup emails and calls were made to each surveyor. In order to increase the pool of applicants, the RFP was reissued on July 29, 2022. (Exhibit B: RFP for Field Survey and Legal Description)

The scope of work described in the RFP includes:

1. Consultant will create legal descriptions and exhibit plats of the portions of parcels to be conveyed in the Lot Line Adjustment.

2. WCA and Tzu Chi Foundation will place stakes to mark the new boundary to be surveyed where these are not aligned with existing parcel boundaries (in areas C and E shown in the inset of Exhibit A). Consultant will create the legal description and plats based on those points, and will set permanent boundary markers at those points.

Due to the funding constraints, the RFP stated that legal descriptions shall be completed and ready for use in a Lot Line Adjustment application before November 1, 2022 or as soon as possible.

Proposals determined to be responsive to the services requested, and which meet the mandatory requirements described in the RFP shall be evaluated based on the scoring criteria in the table below. WCA will then select a proposal based on the identification of the highest benefit to the WCA.

| SCORING CRITERIA | |
|---|---|
| POINTS | CRITERIA |
| 40 | 1. Demonstrated experience with projects of similar scope and intent:<br>• Recommendations (provide name, title, email and phone number)<br>• Excerpts/examples of similar projects completed |
| 25 | 2. Understanding of overall concepts and objectives of this RFP, alignment of the proposal with project goals.<br>• Statement and Proposal<br>• Consideration of time constraints |
| 25 | 3. Not to exceed cost proposal with tasks, associated hours, and hourly rates<br>• Cost proposal will be considered for value and quality<br>• Include any optional tasks as separate line items |
| 10 | 4. Consideration of: entities based in WCA territory, diversity in hiring, small business, women- or minority- owned business, Disabled Veteran Business Enterprise certified<br>• Please note any considerations in Letter of Interest |

Three proposals were received by 5pm, August 25, 2022, the deadline for submissions. A jury of four composed of WCA, RMC, and Tzu Chi staff, met on September 7, 2022. Among the submissions, Southland Civil Engineering and Survey (SCE&S) unanimously received the highest scores. SCE&S is a limited liability partnership based in Pasadena that is minority owned with a diverse staff. Their proposal for $43,900 was judged to be cost effective and aligned with the goals of WCA.

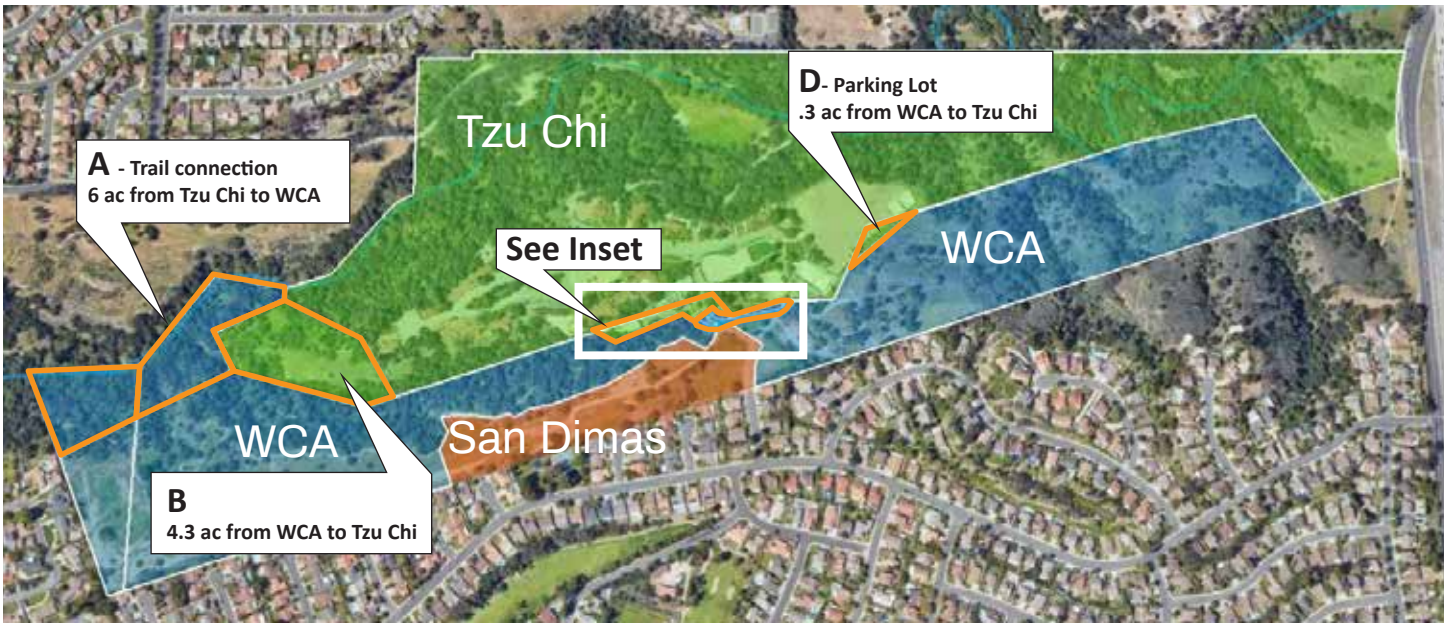
**BACKGROUND:** WCA and Buddhist Compassion Relief Tzu Chi Foundation each respectively own property on adjacent lots in San Dimas. WCA and Tzu Chi are seeking to complete a Lot Line Adjustment LLA by the end of 2022 in order to conform lot lines to current and anticipated uses.

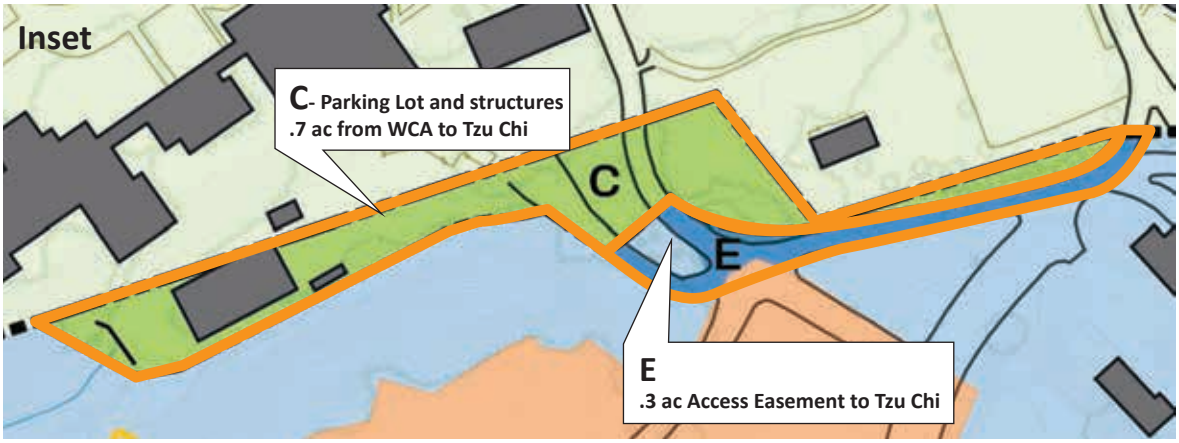
WCA's Walnut Creek Habitat and Open Space, 60 acres of public lands near San Dimas, were acquired for the purposes of watershed restoration and public access. The Lot Line Adjustment will allow WCA's new Walnut Creek Nature Loop to connect with the Antonovich trail maintained by Los Angeles County.

The Tzu Chi Foundation is an international humanitarian organization whose mission is to relieve the suffering of those in need, and create a better world for all through compassion, love and hope. The Lot Line Adjustment will correct the current situation in which several built structures currently straddle the property boundary.

**FISCAL INFORMATION:** The cost of the consultant proposal for $43,900 will be split equally between WCA and Tzu Chi in two separate not-to-exceed contracts of $21,950 with the consultant. The cost for Lot Line Adjustment survey will be funded by a Regional Parks and Open Space District (Prop A) grant (RPOSD #58M3-20-2701).

Tzu Chi
WCA
WCA
San Dimas


A - Trail connection
6 ac from Tzu Chi to WCA
Tzu Chi
D- Parking Lot
.3 ac from WCA to Tzu Chi
See Inset
WCA
WCA
San Dimas
B
4.3 ac from WCA to Tzu Chi


Inset
C- Parking Lot and structures
.7 ac from WCA to Tzu Chi
C
E
E
.3 ac Access Easement to Tzu Chi

# REQUEST FOR PROPOSALS (RFP)
# WALNUT CREEK OPEN SPACE LOT LINE ADJUSTMENT
# FIELD SURVEY AND LEGAL DESCRIPTION

**Revised and reissued July 29, 2022**

Prepared by:
Watershed Conservation Authority
100 N. Old San Gabriel Canyon Road
Azusa, CA 91702
contact: jtsong@wca.ca.gov

**Key Dates**

| | |
|---|---|
| Issue Date: | July 29, 2022 |
| Deadline for Questions: | August 8, 2022, 5pm |
| **Deadline for Submittal:** | **Thursday, August 25, 2022, 5pm** |
| Contract Start Date: | September 2, 2022 |
| Desired completion date: | November 1, 2022 |

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1. Project Description
2. Background: WCA's Walnut Creek Open Space
3. Scope of Work
4. Minimum Requirements
5. Submission Information and Deadline
6. Evaluation Criteria and Contract Administrative Process
7. Proposal General Information

**Exhibits**

A. Proposed Boundary for Lot Line Adjustment
B. 2008 Topographic Survey
C. Standard WCA Agreement for consultant services

# Request for Proposals

**Watershed Conservation Authority (WCA)**

WCA is issuing a Request for Proposals (RFP) for survey services and creation of legal descriptions of portions of two contiguous properties for the purpose of a Lot Line Adjustment. The objective of this RFP is to select Consultant(s) best qualified to perform the work described in this RFP.

The properties for which a Lot Line Adjustment is sought include the parcels whose AINs are: 8385-016-007, 8426-021-020, 8385-016-905, and 8426-021-901. The proposed new boundary lines are shown in Exhibit A: Current and Proposed Boundary Lines.

An aerial topographic survey was conducted in 2008 (Exhibit B) and that CAD file will be made available to the selected consultant.

Boundary monuments shall be placed to memorialize the location of the new boundary lines.

The requested services are to occur as soon as possible.

Interested entities may view the RFP **here**.

New Deadline for Submittal:
**Thursday, August 25, 2022, 5pm**

Proposals shall be submitted electronically to: jtsong@wca.ca.gov, cc: dwilliams@wca.ca.gov with the subject line: Walnut Creek LLA Survey.

Hard copy proposals will NOT be accepted.

Questions regarding this RFP must be received in writing **no later than August 8, 2022, 5pm**. Responses to questions received by this deadline will be posted **here** by **August 15, 2022**.

All other technical questions should be directed via email jtsong@wca.ca.gov.

## 1. Project Description

WCA is issuing a Request for Proposals (RFP) for survey services and creation of legal descriptions of portions of two contiguous properties for the purpose of a Lot Line Adjustment. The objective of this RFP is to select Consultant(s) best qualified to perform the work described in this RFP.

The properties for which a Lot Line Adjustment is sought include the parcels whose AINs are: 8385-016-007, 8426-021-020, 8385-016-905, and 8426-021-901. The proposed new boundary lines are shown in Exhibit A: Current and Proposed Boundary Lines.

An aerial topographic survey was conducted in 2008 (Exhibit B) and that CAD file will be made available to the selected Consultant.

Boundary monuments shall be placed to memorialize the location of the line.

The most highly qualified consultant(s)/consulting firm(s) is/are expected be selected and the contract awarded around August 30, 2022. The requested services are to occur as soon as possible.

WCA has the right to reject all proposals. WCA does not guarantee that any work will be made under the agreements during the contract period to the selected respondent(s).

The Watershed Conservation Authority (WCA) is a local public entity of the State of California recognized as a joint powers authority, exercising the joint authorities of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and Los Angeles County Flood Control District (LACFCD) pursuant to Section 65000 et seq. of the Government Code. The purpose of the WCA is to expand and improve open space and recreational opportunities for the conservation, restoration, and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watershed area consistent with the goals of flood protection, water supply, groundwater recharge and water conservation.

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. Additional information can be found at wca.ca.gov.

## 2. Background: WCA's Walnut Creek Habitat and Open Space:

WCA and Buddhist Compassion Relief Tzu Chi Foundation each respectively own property on adjacent lots in San Dimas. WCA and Tzu Chi are seeking to complete a Lot Line Adjustment LLA by the end of 2022 in order to conform lot lines to current and anticipated uses.

WCA's Walnut Creek Habitat and Open Space, 60 acres of public lands near San Dimas, were acquired for the purposes of watershed restoration and public access. The Lot Line Adjustment will allow WCA's new Walnut Creek Nature Loop to connect with the Antonovich trail maintained by Los Angeles County.

The Tzu Chi Foundation is an international humanitarian organization whose mission is to relieve the suffering of those in need, and create a better world for all through compassion, love and hope. The Lot Line Adjustment will correct the current situation in which several built structures currently straddle the property boundary.

## 3. Scope of Work

The selected Consultant will work under the direction of the WCA Project Manager.

1. Consultant will create legal descriptions and exhibit plats of the portions of parcels to be conveyed in the Lot Line Adjustment. These areas are shown in (Exhibit A: Proposed Boundary for Lot Line Adjustment).

   Consultant will be provided with a CAD file from the 2008 topographic survey (Exhibit B).

2. In areas C and E shown in the inset of Exhibit A, WCA and Tzu Chi Foundation will place stakes to mark the new boundary to be surveyed where these are not aligned with existing parcel boundaries. Consultant will create the legal description and plats based on those points, and will set permanent boundary markers at those points.

3. Due to the funding constraints, the legal descriptions shall be completed and ready for use in a Lot Line Adjustment application before November 1, 2022 or as soon as possible.

4. All chart data and map files (including but not limited to .dwg, .shp, .kmz, .lyr) produced for this scope should be provided to WCA in their original file format.

Note that invoices shall be submitted upon completion of agreed tasks and not more frequently than once a month, in arrears. A variation of the terms (i.e., change in project representative, change in budget) requires mutual consent from the WCA and Contractor. No verbal understanding, agreement, or amendment not incorporated into the Agreement is binding on either party.

## 4. Minimum Requirements

Proposal shall provide straightforward and concise descriptions of Proposing entity's ability to satisfy the requirements of this RFP. A non-responsive Proposal is one that does not meet one or more of the minimum requirements.

Proposing entities that are interested in providing professional services for this contracting opportunity shall submit the following information in 8.5" x 11" page format (11-point font or greater):

1. **Cover Letter/Letter of Interest** (maximum 1 page)
    a. Include the Federal Identification Number (if applicable) of the Consultant
    b. Indicate person authorized to negotiate and sign all agreements
2. **Completed W9 Form.** The current version of the form is available from the IRS website here.
3. **Signatures.** All documents contained in the Proposal shall have original or electronically certified signatures (i.e., DocuSign, Adobe Sign) and shall be signed by a person authorized to bind the Proposing consultant. Proposals not including the proper required attachments or original signatures shall be deemed non-responsive.
4. **Written Statement and Proposal** (maximum 3 pages)
    a. Indicate interest and availability to conduct the scope described in this RFP within the timeframe described.
    b. Describe technical approach to conducting the Scope of Work as described in Section 3.
    c. Describe deliverables.
    d. Describe the feasibility of completing the scope as soon as possible within the timeline described in Section 3. Specify additional factors that could impact the time needed to complete the scope.

e. Proposers should carefully review the criteria listed in Section 6 "Evaluation Criteria and Contract Administrative Process," and address each criteria in the submitted statement and proposal.

5. **Cost Proposal.**
    a. Indicate not to exceed cost.
    b. Provide breakdown of cost per task, including any anticipated additional work as separate line items.
    c. Include all applicable taxes and other expenses, such as mileage, copying, postage.
    d. For calculation purposes, Proposers shall use the below listed guidelines for costing travel, expenses, and deliverables. No separate or additional billings will be considered for reimbursement without written permission from the WCA.
        - Transportation: Travel expenses and per diem directly related to the contract services shall be included in direct costs. Such costs shall not exceed the rates paid to the State's non-represented/excluded employees (CCR Title 2, Section 599.619).
        - Hourly Rates: Provide hourly billing rates for staff and subcontractors as follows: Category of personnel, rate per hour, and total cost for each category of personnel.
        - Identification of Subcontractor(s) Costs: Provide listing of proposed subcontractors and associated fees (i.e., admin mark-up).
6. **Resume(s)** of the individual Consultant or Consultant's team
    a. Resume should include each individual's expertise in relation to assignment/responsibilities, and their specific professional experience related to their expertise or assignment.
7. **List of Professional References/Clients**
    a. Provide phone and email contact information of three references who can attest to quality of representative work performed within the last 3 to 5 years related to the selected category(ies) and criteria listed in Section 6 "Evaluation Criteria and Contract Administrative Process."
8. **Examples of Past Projects** (maximum 10 pages)
    a. Provide samples of work created that is similar to the deliverables sought in this RFP.
    b. Describe how the work samples presented relate to the current scope.

## 5. Submission Information and Deadline

Submittal deadline for proposals: **Thursday, August 25, 2022, 5pm**.

Proposals are required to be submitted electronically to: jtsong@wca.ca.gov cc: dwilliams@wca.ca.gov with the subject line: Walnut Creek LLA Survey.

Hard copy proposals will NOT be accepted.

Questions regarding this RFP are welcome and shall be received in writing no later than **August 8, 2022, 5pm**. Responses to questions and addenda will be shared **here** by **August 15, 2022**.

WCA recommends that potential proposers inform jtsong@wca.ca.gov 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.

## 6. Evaluation Criteria and Contract Administrative Process

Proposals determined to be responsive to the services requested, and which meet the mandatory requirements as indicated in Sections 4 and 5 of this RFP shall be evaluated based on the scoring criteria in the table below.

WCA will select successful Proposer(s) based on the identification of the highest benefit to the WCA in providing the requested services, regardless of race, creed, color, or gender. This determination will be established on a combination of experience and qualification, quality and quantity of proposed services, associated cost, and timeline. The proposal(s) 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.

WCA will initiate contract negotiations with the selected Consultant. In the event that a satisfactory agreement cannot be negotiated, the WCA will terminate negotiations with that entity and begin negotiations with the next highest-scoring proposer, and so forth. After successful negotiations, the Agreement will be awarded and executed, with a scope of services as required in this RFP.

WCA reserves the right to terminate the selection proceedings at any time.

| SCORING CRITERIA | |
|---|---|
| POINTS | CRITERIA |
| 40 | 1. Demonstrated experience with projects of similar scope and intent:<br>• Recommendations (provide name, title, email and phone number)<br>• Excerpts/examples of similar projects completed |
| 25 | 2. Understanding of overall concepts and objectives of this RFP, alignment of the proposal with project goals.<br>• Statement and Proposal<br>• Consideration of time constraints |
| 25 | 3. Not to exceed cost proposal with tasks, associated hours, and hourly rates<br>• Cost proposal will be considered for value and quality<br>• Include any optional tasks as separate line items |

| | |
|---|---|
| 10 | 4. Consideration of: entities based in WCA territory, diversity in hiring, small business, women- or minority- owned business, Disabled Veteran Business Enterprise certified<br>• Please note any considerations in Letter of Interest |

## 7. Proposal General Information

a. 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.

b. All Proposals become the properties of the WCA upon receipt and will not be returned to the proposers. Costs incurred for developing Proposal and in anticipation of award of the Agreement are entirely the responsibility of the Proposer and shall not be charged to WCA.

c. All Proposers' responses and cost information shall remain undisclosed until a successful firm is identified or, if all proposals are rejected, after rejection of all such Proposals; following that date all Proposals shall be regarded as public records under the California Public Records Act (GC 6250 et seq) and subject to review by the public.

d. A Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. WCA may waive an immaterial deviation in a Proposal. WCA's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the Agreement.

e. Proposer may withdraw its Proposal by submitting a written withdrawal request to WCA, signed by its authorized agent. Proposer may thereafter submit a modified/new Proposal prior to the Proposal Submission Deadline. Proposal modifications offered in any other manner, oral or written, shall not be considered.

f. WCA does not accept alternate Agreement language. A Proposal with such language will be considered a counter proposal and will be rejected.

g. A variation of the terms (i.e., change in project representative, change in budget) requires mutual consent from the WCA and Consultant. No verbal understanding, agreement, or amendment not incorporated into the Agreement is binding on either party.

h. Protest Procedures: Should a proposer claim the WCA failed to follow the procedures specified in this RFP, protestant must submit the initial protest letter and a detailed, written statement of protest, including the RFP title/number, and WCA contact information, to:

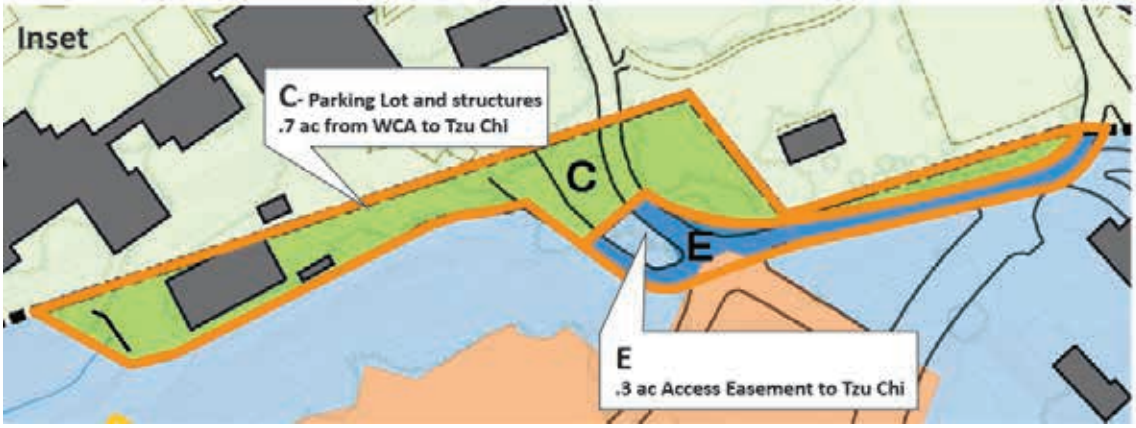
Watershed Conservation Authority
Attn: Executive Officer
100 N. Old San Gabriel Canyon Road
Azusa, CA 91702

Exhibit A
Current and Proposed Boundary Lines

Current Boundary Lines

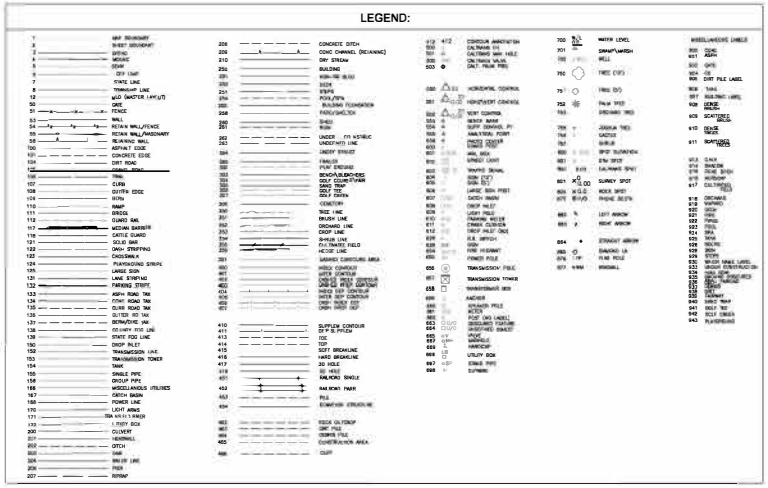
Proposed Boundary Lines

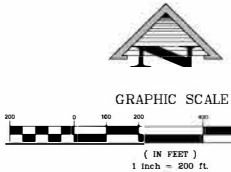
Inset



# Exhibit B
## 2008 Topographic Survey Exhibit B

LEGEND:






| | |
|---|---|
| DATE: | 9-4-2008 |
| PLOT DATE: | 9-4-2008 |
| SCALE: | 1" = 200' |
| JOB NO. | KAI 08-1933 |
| SHEET: | 1 |
| OF | 1 |

KELSOE
and associates, inc.
land surveying • engineering • g.p.s.
268 N. LINCOLN AVENUE CORONA, CA 92882
(951)736-0755 • FAX (951)736-8421

COMPOSITE MAP
LOTS "A" AND "B"
TRACT 10345
IN THE CITY OF SAN DIMAS

| NO. | DATE | REVISIONS | BY |
|---|---|---|---|
| △ | | | |

| | |
|---|---|
| SURVEYED BY: | AS, SB |
| DRAFTED | RTK, AM |
| CHECKED | RTK |

**AGREEMENT FOR CONSULTANT SERVICES FOR XXXXXXX**

**THIS AGREEMENT** is made and entered into this XXth day of November 20XX,

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 (hereinafter referred to as "WCA"

AND

Organization Name
Address Line 1
Address Line 2
Email of primary contact
Phone: (XXX) XXX-XXXX
hereinafter referred to as "Consultant,"

[Brief scope description consistent with Exhibit A and board action—may integrate or omit any part of drafted language before Section 1.0 CONSULTANT SERVICES.]

The WCA has determined that it is a matter of public convenience and necessity to engage the specialized services of a Consultant to provide XXXX Services for XXXX.

Consultant is a recognized professional with expertise, 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.

The parties hereto do mutually agree as follows:

1. CONSULTANT'S SERVICES: The Consultant's services, as briefly summarized above, is set forth fully in the attached Exhibit A, Scope of Work. In the event of any actual or perceived discrepancy between the summary of the Consultant's services contained herein and the Scope of Work in Exhibit A, the Scope of Work in Exhibit A shall control.

2. 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 WCA (hereinafter called Executive Officer) or authorized representative, WCA agrees to pay Consultant a maximum not to exceed fee of XXX Dollars ($XXX,XXX). Services will be rendered beginning Month, Day Year and end by Month, Day 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. 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.

c. 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.

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

3. EQUIPMENT AND SUPPLIES: Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services and as set forth in the Exhibit A Scope of Work.

3. WCA RESPONSIBILITY: WCA will make available the items it specified it would make available, if any, in the Request for Proposals.

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

5. TERMS AND TERMINATION: The term of this Agreement shall commence on the date stipulated on Page 1 of this agreement, through Month, Day Year and unless otherwise modified, shall terminate on the date that the work is accepted by WCA. Either Party 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 seven (7) days written notice of such termination to the other Party.

In the event of any such termination, Consultant shall provide to WCA a termination report within thirty (30) days consisting of all drawings, specifications, reports, and data accumulated through the date of such termination in a form accessible and usable by WCA.

6. INDEMNIFICATION:

6.1 WCA agrees to indemnify and hold harmless Consultant against any and all damages, claims, liabilities, costs, suits, or expenses arising from Consultant's lawful activities on behalf of WCA under this Agreement for which WCA would be liable if Consultant were an employee, or to the extent the negligent acts and/or omissions of WCA cause or contribute to any loss or damage giving rise to the claim, suit or cause of action.

6.2 Consultant agrees to indemnify, defend, and hold harmless WCA, RMC, and the Los Angeles County Flood Control District, their Board of Supervisors, Executive Officers, agents, its elected or appointed officials, officers, and employees from and against any and all damages, claims, liabilities, costs, suits, or expenses, including reasonable 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 acts, errors or omissions, or unlawful actions, operations, or services hereunder, as well as any Workers' Compensation suits, liability, or expense arising from, or connected with, services pursuant to this Agreement.

6.3 Neither the Consultant, nor any agents or subconsultants of any tier, shall be obligated to indemnify the WCA and its related persons and entities for liabilities caused by the willful 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 Consultant under Article 9, below.

6.4 Consultant agrees to require that any subconsultants, subcontractors, and independent contractors maintain the same insurance coverage which it is required to maintain under Article 9, below, including but not limited to, the obligation to name the WCA and its related persons and entities as additional insureds under each such policy.

6.5 Consultant further agrees to require any subconsultants, subcontractors, and independent contractors to indemnify, defend and hold harmless 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 negligent act or omission of each such subconsultant, subcontractor, or independent contractor, its agents, or subconsultants of any tier.

6.6 Consultant's failure to require any subconsultant, subcontractor, or independent contractor to provide insurance and indemnification shall constitute a material breach of this Agreement. 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 Consultant, or in its sole discretion, the WCA may obtain replacement insurance coverage. In the event that replacement coverage is obtained, the Consultant 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 Consultant from the WCA.

7.0 LIABILITY AND INSURANCE: Without limiting Consultant's indemnification of WCA and during the term of this Agreement, Consultant shall provide and maintain at its own expense the programs of insurance detailed below. 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 material modification or termination of insurance.

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

7.2 The Consultant shall obtain the following forms of liability insurance and such insurance shall be endorsed naming the Watershed Conservation Authority as an additional insured.

7.2.1. 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.

7.2.2. 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.

7.2.3. 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 Consultant is legally required to cover. If Consultant is a sole proprietor and is not legally required to cover anyone, Consultant shall be exempt from this specific insurance requirement with the understanding and guarantee by Consultant that Consultant's status in this regard will remain unchanged for the full duration of its performance under this Agreement. Should Consultant's status as a sole proprietor change, it shall notify WCA in advance and shall immediately obtain the required insurance under this provision. Failure to do so shall constitute a material breach of this Agreement.

7.2.4. Professional Liability: Insurance covering liability arising from any error, omission, or negligent act of the Consultant, its officers, or employees with a limit of liability of not less than One Million Dollars ($1,000,000) per claim or occurrence, and Two Million Dollars ($2,000,000) in aggregate. If written on a Claims Made Form, Consultant shall continue to provide coverage for this project for a period of two years from the date of termination or completion of this Agreement.

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

8.1 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, sex, or orientation, 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.

8.2 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.

8.3 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 clause, 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.

9.0 INDEPENDENT CONSULTANT STATUS:

9.1 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.

9.2 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.

9.3 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.

10. ASSIGNMENT: This Agreement shall not be assigned without the prior written consent of WCA. Any attempt to assign without consent shall be void and confer no rights on any third parties, and shall not relieve Consultant of its obligations under this Agreement.

11. 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 sub-consultant, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the Los Angeles Superior Court.

12. 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.

13. 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 sub-consultant, or as a consultant to any other prime consultant or sub-consultant. Any such involvement by Consultant shall result in the rejection by the WCA of the bid by the prime consultant in question.

14. GRATUITIES

14.1 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.

14.2 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.

15. TERMINATION FOR IMPROPER CONSIDERATION

17.1 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.

16. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Consultant shall notify its employees and shall require each sub-consultant 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.

17. 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.

18. 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.

19. 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.

20. PREVAILING WAGE REQUIREMENTS: Consultant shall comply with all applicable prevailing wage requirements.

21. EMPLOYMENT ELIGIBILITY VERIFICATION: Consultant warrants that it fully complies with all federal statutes and regulations regarding employment. 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.

22. CONSULTANT RESPONSIBILITY AND DEBARMENT

22.1 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.

22.2 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, bar 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.

22.3 The WCA may bar 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.

22.4 These terms shall also apply to subconsultants of the WCA Consultant.

23. SEVERABILITY: If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be fully severable and such a finding shall in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement.

24. 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, Executive Officer

Organization Name

Contact Name
Address Line 1
Address Line 2
Email

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

27. ENTIRE AGREEMENT: This contract constitutes the entire Agreement between WCA and Consultant and may be modified only by further written amendment to the Agreement between the parties hereto.

| | |
|---|---|
| WCA | Organization Name |
| By_____ | By_____ |
| Mark Stanley | Authorized Signatory Name |
| Executive Officer | Title |

September 15, 2022 – Item 19

**RESOLUTION 2022-42**

**RESOLUTION OF THE WATERSHED CONSERVATION AUTHORITY TO APPROVE NEGOTIATION AND ENTERING INTO A CONTRACT FOR SURVEY SERVICES IN PREPARATION FOR LOT LINE ADJUSTMENT OF WCA'S WALNUT CREEK OPEN SPACE TO CONFORM LOTS TO ANTICIPATED USE.**

**WHEREAS,** the Watershed Conservation Authority (WCA) has been established to facilitate joint projects between the Rivers and Mountains Conservancy and Los Angeles County Flood Control District; and

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

**WHEREAS**, this action approves negotiation and entering into a contract for survey services in preparation for Lot Line Adjustment of WCA's Walnut Creek Open Space to conform lots to anticipated use; and

**WHEREAS,** this action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).

*Therefore be it resolved* that the WCA hereby:

1. **FIND**S that this action is consistent with the purposes and objectives of the WCA.
2. **FINDS** that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
3. **ADOPTS** the staff report dated September 15, 2022.
4. **APPROVES** negotiation and entering into a contract for survey services in preparation for Lot Line Adjustment of WCA's Walnut Creek Open Space to conform lots to anticipated use for a not to exceed value of $21,950.

*~ End of Resolution ~*

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Motion: _____ Second: _____

Ayes: _____ Nays: _____ Abstentions: _____

Resolution 2022-42

Passed and Adopted by the Board of the
**WATERSHED CONSERVATION AUTHORITY**
On September 15, 2022

_____
Herlinda Chico
Governing Board Chair

ATTEST:_____
Elizabeth St. John
Deputy Attorney General