



LOS CERRITOS WETLANDS AUTHORITY

REQUEST FOR QUALIFICATIONS

For

SOUTHERN LOS CERRITOS WETLANDS RESTORATION PROJECT SUPPORT SERVICES

December 8, 2023

Los Cerritos Wetlands Authority
100 North Old San Gabriel Canyon Road
Azusa, CA 91702

intoloscerritoswetlands.org

Contact: Salian Garcia,
sgarcia@rmc.ca.gov



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Request for Qualifications

Southern Los Cerritos Wetlands Restoration Project Support Services

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I. INTRODUCTION AND OVERVIEW

The Los Cerritos Wetlands Authority (LCWA) is seeking qualified individuals, firms, or entities (Consultant(s)) to provide professional consultant services to implement the Southern Los Cerritos Wetlands Restoration Project (Project, Exhibit A) and compliment the final design and permitting contractor (Design Team). The Design Team will be selected for the Project through a separate Request for Proposals. This Request for Qualifications (RFQ) is to build a team to perform the following services for the Project:

1. Project and Grant Management
2. Tribal Engagement
3. Public Engagement
4. Environmental Compliance for Restoration Implementation
5. Pre-construction, construction, and post-construction monitoring for biological, archeological, paleontological, and tribal cultural resources

The LCWA may award one primary contract OR multiple subcontracts to complete the services above. Consultant proposals should indicate which specialty and/or task they can perform based on strengths. Multiple specialties/tasks may be selected by the Consultant in one proposal. Specialties are provided in Section III. General tasks and services are provided in Section IV. Contract durations will range but may be negotiated for five (5) years for certain services as needed. The selected consultant(s) are expected to work closely with the LCWA, other consultants on the Project Team, and the Engineering Design team. Some consultants may be placed on a list for on-call services.

The LCWA is a joint powers authority of San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC), State Coastal Conservancy (SCC), City of Long Beach (LBC) and City of Seal Beach (SBC) whose mission is to provide for a comprehensive program of acquisition, protection, conservation, restoration, maintenance and operation, and environmental enhancement of the Los Cerritos Wetlands Complex consistent with the goals of flood protection, habitat protection and restoration, and improved water supply, water quality, groundwater recharge and water conservation. The LCWA Steering Committee, with staff representatives from each member agency, was formed to provide guidance and support for the Project.

Proposals must be submitted by **5:00 pm, January 10, 2024**, according to the guidelines set forth in Section VIII: Submittals of Proposal.

II. PROJECT DESCRIPTION

The Los Cerritos Wetlands Complex on the border of Los Angeles and Orange Counties affords the opportunity to restore salt marsh, scrub, and other coastal habitat types within an approximately 503-acre area. The Southern California Wetland Recovery Project (WRP), a partnership of 17 state and federal agencies, has identified the acquisition and restoration of the Los Cerritos Wetlands as a high regional priority. The restored habitat will provide multiple benefits, including provision of critical habitat for listed species and other fish and wildlife, carbon sequestration, improved flood control, sea level rise resiliency, preservation of tribal cultural resources, and improved public access to open space.

The Los Cerritos Wetlands Complex adjoins the lower reach of the San Gabriel River where, prior to channelization, the mouth of the San Gabriel River migrated back and forth across the coastal plain. Historically, the complex covered approximately 2,400 acres and stretched approximately two miles inland, varying from freshwater and brackish wetlands in its inland areas to salt marsh closer to the ocean. Channelization of the San Gabriel River began in the 1930s and cut off tidal action to much of the wetland area. The size of the historic wetlands has been reduced by farming, placement of fill and excavation of channels and basins for oil fields and landfill burn dumps, and urban development. There is ongoing oil production throughout the area and much of the remnant salt marsh is within a grid of dikes, berms, roadways, and levees. Other channels which service upstream power plants also bifurcate sections of the complex. Today, remnants of the historic wetlands occur in degraded patches, divided into the following four areas: North, Central, Isthmus, and South.

Furthermore, the Los Cerritos Wetlands and salt marsh hold significant tribal cultural history to the Gabrielino/Tongva/Kizh and Acjachemen/Juaneño tribes. Tribal representatives described the Los Cerritos Wetlands and its surroundings as sacred lands that encompass a larger area of connected tribal sites. The Los Cerritos Wetlands are located in between the village sites of *Puvungna* and *Motuucheyngna*, and are thus considered by tribes to be part of the larger traditional cultural landscape of *Puvungna* and the surrounding villages.

The LCWA analyzed what opportunities exist for Los Cerritos Wetlands restoration, public access, and interpretation that will meet the needs of the agency, community, and stakeholders. This culminated in the Los Cerritos Wetlands Conceptual Restoration Plan (CRP) that was adopted by the LCWA Board of Directors in August 2015; a copy of that plan can be downloaded at <http://intoloscerritoswetlands.org/conceptual-restoration-plan/>.

Following the CRP process, the LCWA prepared a Program Environmental Impact Report (PEIR). This PEIR used the CRP designs to create a program description for a 503-acre program area. The potential impacts of this proposed program were analyzed, and mitigation measures were determined for potentially impacted resources. This program also included phasing for potential projects to eventually tier-off from the program. The Final PEIR can be found at <http://intoloscerritoswetlands.org/the-lcws-eir/>.

The initial near-term project identified by the PEIR is located in the South Area on 103.5 acres composed by the 100-acre South LCWA site (aka Hellman Ranch Lowlands) and 3.5 acres of the State Lands Commission site (aka State Lands Parcel). The South LCWA site is owned and managed by the LCWA, while the LCWA has an active lease to manage the State Lands Commission site (Exhibit A). This Project Area was historically composed mostly of salt marsh but has been altered and degraded heavily by anthropogenic activities that mostly occurred over the past century. The site currently contains former sumps, landfills, foundations, and contaminated areas from prior oil operations and land uses. The site is also bifurcated by a roadway easement and utilities. Finally, the tidal connection to the site from the San Gabriel River is heavily muted.

III. TEAM QUALIFICATIONS

The consultant's proposal shall clearly identify the below key team member role(s) and meet the following minimum requirements and qualifications to proceed to the evaluation and scoring process.

Project Manager (PM) shall have a minimum of ten (10) years of demonstrated experience related to restoring intertidal habitats, Southern California salt marsh habitat and other native habitats in coastal Southern California, with background in restoration ecology. PM must be able to dedicate a minimum of 30% of their time to managing this project in close coordination with the LCWA. This team member should anticipate involvement in most tasks including grant administration. This individual will be expected to make frequent site visits to track progress and should live or work from an office within a 2-hour drive from the Project site.

Public Engagement Coordinator (PEC) must possess a minimum of five (5) years of experience managing public outreach programs for habitat restoration or open space projects in Southern California. This team member will oversee other team members to successfully implement coordinated stakeholder engagement. Previous experience working with critical stakeholder groups or communities in the Los Cerritos Wetlands Complex or surrounding region is preferred. The LCWA is also interested in reaching traditionally underserved communities for this project.

Designated Cultural/Archeological Resource Specialist (CRS) shall hold a minimum of a bachelor's degree in archeology, anthropology, or a closely related field and must possess a minimum of ten (10) years of experience. Previous experience working with the tribal communities from the Los Angeles Basin and Orange County regions is preferred.

Designated Paleontological Resource Specialist (PRS) shall hold a minimum of a bachelor's degree in Paleontology, Geology, or a closely related field and must possess five (5) years of experience performing paleontological monitoring and mitigation. Previous monitoring experience in Southwestern U.S. is preferred.

Designated Biological Resources Specialist (BRS) shall hold a minimum of a bachelor's degree with major course work in biological or natural sciences, ecology or a related field and must possess a minimum of five (5) years of experience performing biological, ecological, or other related science-based field activities. Advanced degrees are desirable, especially in the specific disciplines (botany, wetlands, wildlife, and restoration). Previous experience performing biological monitoring in intertidal habitats and other native habitats in coastal Southern California is preferred.

IV. SCOPE OF WORK

The consultant(s) would be responsible for general tasks and services including but not limited to those outlined below.

Program Management

- Provide technical advising for LCWA on restoration ecology/wetlands restoration.
- Manage large public grants for the project, including reviewing subcontractor invoices.
- Oversee other project team contracts with LCWA staff and manage their budget/deliverables delivery schedule.

- Coordinate with the LCWA steering committee and assist with public communications/briefings.
- Assist with grant applications should gap funding be needed.

Tribal Engagement

- Engage tribes through the Tribal Advisory Group.
- Engage tribes in one-on-one meetings.
- Work effectively with engineering team to convey restoration designs to tribes.
- Facilitate tribal access, agreements, and/or grant applications.

Community Outreach and Engagement

- Plan and facilitate community public outreach events throughout Final Design and Construction Phases.
- Outreach to traditionally underserved communities in the vicinity of the Project area.
- Conduct focused stakeholder meetings with non-profit partners and opposition.
- Gather public support for permit hearings and other public hearings.
- Work effectively with engineering team to convey restoration designs to public.
- Drive public engagement schedule to ensure adequate engagement.
- Involve volunteers in Project.
- Host groundbreaking and opening ceremonies for the Project.

Environmental Compliance for Restoration Implementation

- Manage the Monitoring and Adaptive Management Plan (MAMP)
 - o Incorporate all monitoring requirements conditioned by the project's permits.
 - o Coordinate all data tracking, methodology, surveys, managing the schedule, coordination with permitting agencies, and managing the reporting through the end of Year 1 post-construction.
- Coordinate Physical Monitoring Tasks
 - o Coordinate with resource specialists the implementation of all Pre-construction and Construction Phase physical monitoring and reporting tasks. This may include but is not limited to monitoring sediment quality, water quality, topographic and bathymetric elevations, and hydrodynamic modeling.

Pre-construction, Construction, and Post-construction Monitoring for Biological, Archeological, Paleontological, and Tribal Resources

- Archeological/Paleontological Resources
 - o Provide Archeological/Paleontological Construction Monitoring during earthwork construction activities as defined in the MAMP.
 - o Provide construction contractors with Archeological/Paleontological sensitivity training as needed.
- Tribal Resources
 - o Management and coordination of Tribal Monitoring by interested California Native American Tribes on the Native American Heritage

- Commission List during earthwork construction activities as defined in the MAMP.
 - Manage the Tribal Monitor rotation to ensure that all California Native American Tribes with ancestral connection to the Project Area are involved in an equitable manner.
 - Provide construction contractors with cultural sensitivity training as needed.
 - Administer subcontracts with the Tribal Monitors.
- Biological Resources
 - Provide onsite monitors during earthwork activities, the need and timing of which are stipulated in the Project's MAMP.
 - Provide construction contractors with environmental awareness training as needed.

V. SERVICES PROVIDED BY LCWA

LCWA will provide access to all relevant data in its possession, including previous data collected during the CRP, PEIR, IS/MND and 65% design planning processes, topographic files, and environmental site assessment data. However, LCWA assumes no responsibility whatsoever with respect to the sufficiency or accuracy of any information supplied. The Consultant shall be responsible for evaluation of all information supplied by LCWA.

The LCWA shall act as the Governmental Entity during any required Tribal Consultations and help lead meetings with the Tribal Advisory Group. The LCWA can act as the liaison between tribal entities and the Consulting Team as necessary.

The LCWA can provide support with implementing aspects of the Outreach and Engagement Plan through the LCWA's community-based restoration programs (Stewardship Program). <https://intoloscerritoswetlands.org/stewardship-program/>

The LCWA will also provide contacts with the selected Design Team. The Design Team is focused on completing restoration design services for the entire Project Area, obtaining all permits for the Project, as well as support during the implementation of Phase 1 of the Project (e.g. responding to RFIs). The Engineering Design team will develop 90%, 100%, and Final restoration construction design drawings and specifications that include:

- 1) restoration of tidal marsh, as well as transition zones and coastal upland habitat to allow for upslope wetland migration in response to sea level rise,
- 2) creation of public access trails and facilities,
- 3) relocation or redesign of existing utilities and roadways,
- 4) a grading plan covering the remediation of contaminated soils and details regarding the beneficial reuse of cut material, and
- 5) improved hydrological connections and flood management facilities.

It is expected that prior to the completion of Final construction designs, intermediate iterations of designs will be developed for review by the LCWA, technical advisors, and critical stakeholders. The Engineering Design team will also develop renderings of the project design for public outreach.

VI. PROPOSALS AND GUIDELINES

This RFQ 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 LCWA reserves the unqualified right to reject any or all proposals for any reason. LCWA is responsible only for that which is expressly stated in this RFQ.

LCWA 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.

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

LCWA reserves the right to interpret or change any provisions of this RFQ at any time prior to the proposal submittal date. Such interpretations or changes shall be in the form of addenda to this RFQ. Such addenda will become part of this RFQ and may become part of the resultant contract. Should such addenda require additional information not previously requested, a Proposer's failure to address the requirements of such addenda may result in the LCWA's disregard of the Proposer's submittal. Such addenda shall be made available to each consultant that has submitted a proposal to this RFQ. LCWA, 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.

No changes to the proposals shall be allowed after submittal to the LCWA.

Any agreement entered into by the Consultant shall be consistent with applicable federal, state, and local laws. Consultants 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 resulting contract between the selected Consultant and the LCWA.

LCWA will select successful Consultant(s) based on qualifications that represent the best service, regardless of race, creed, color, or gender.

All services provided by the Consultant, and all materials, documents, reports, and other information of all types developed by the Consultant for the Project, and all works based thereon, incorporated therein, or derived there from, shall be the sole and exclusive property of the LCWA.

VII. COMPENSATION

The Consultant shall be compensated based upon the completion of agreed milestones. LCWA will reimburse the Consultant for additional copies of reports and any other written requests outside the agreed upon Scope of Work. The Scope of Work in this RFP will be paid through grant funds, therefore mileage, lodging, and per diem expenses must adhere to these [guidelines](#):

<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Invoices shall be submitted consistent with the provisions of the work plan outlined in the contract agreement.

VIII. SUBMITTALS OF PROPOSAL

The response to this RFP must be made according to the requirements set forth in this Section VII, both for content and for sequence. Submittals should be received **electronically in Adobe Acrobat (.pdf) format and emails must be received by 5:00 pm, January 10, 2023, to:**

Salian Garcia, LCWA Project Manager
sgarcia@rmc.ca.gov

cc: Aimee Nguyen, Administrative Assistant
anguyen@rmc.ca.gov

Sally Gee, Project Manager
sally.gee@scc.ca.gov

Questions regarding this RFQ are welcome and shall be made in writing to Salian Garcia and the contacts at the emails above no later than **5:00 pm Thursday December 14, 2023**. In the interest of fairness to all potential contractors, the LCWA will not respond to individual requests for information regarding the RFQ. Responses to all questions will be posted on the LCWA's website by **5:00 pm Friday, December 15, 2023**. Note that the LCWA's responses to questions and requests for clarifications will be shared with other potential proposers through e-mail and the LCWA website. It is recommended that potential proposers inform LCWA of their intent or interest in responding to this RFQ. Such notification will allow for any supplemental information regarding this solicitation to be provided, including addenda and responses to questions.

MANDATORY CONTENTS

Section 1 - Cover Letter: shall be a maximum two-page letter including the name and address of the primary firm submitting the proposal; whether the proposing firm is an individual, partnership, corporation, or joint venture; identify the key team member role(s) and tasks the proposal is submitted for; a list of subconsultants on the Consulting Team (if applicable), and the name, address, and telephone number of the contact person who will be authorized to make representations for the primary firm.

Section 2 - Table of Contents: shall provide a clear overview of proposal content using page numbering.

Section 3 - Corporate Documentation and Statement of Qualifications and Experience (Portfolio cut sheets, project references and project team resumes): shall include relevant information regarding organizational stability and strength, including a description/statement of the organization (e.g.), sole proprietorship, partnership, corporation, joint venture, etc. Designation of an experienced senior individual as the supervisor/administrator of the Consultant's staff who will be responsible for the timely execution of services requested. A list of projects which indicates related experience. Include a list of references and respective phone numbers. Provide brief (1-2 page) resumes only for the individuals who will be directly and regularly involved with the project. Include relevant experience, education, certifications, and completed projects.

Section 4 – Technical Proposal: shall address the relevant points outlined in the RFQ Scope of Work. The proposal should be prepared simply and economically, providing a

straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFQ. Consultant's rates and fees should be included in the response.

Section 5 - Acceptance of Terms and Conditions: shall include a statement affirming the Proposer's acceptance of the terms and conditions contained in the LCWA Consultant Services Agreement and identified in this RFQ.

Section 6 – Conflict of Interest Disclosure: shall include a statement identifying any potential conflicts of interest that the Consultant and sub-consultants may have.

IX. EVALUATION CRITERIA

Proposals will be evaluated by a panel appointed by the LCWA. Proposals that are determined to be responsive to the mandatory requirements as indicated shall be evaluated based on the following criteria:

Approach. Detailed discussion of the Consultant's approach to performing the services listed in this RFQ. An evaluation of the Consultant's understanding of the services will be based on this section.

Recognition. Understanding of overall concepts and objectives and responsiveness to RFQ requirements.

Qualifications. Description of the role and qualifications of the prime consultant and each subconsultant firm (as applicable). Include brief descriptions of no more than five relevant projects completed by each firm. For each proposed team member, including subconsultants, describe their role and qualifications.

Upon receipt of these documents from an interested firm the LCWA may request additional information and may conduct discussions with firms/teams regarding top-ranking proposals.

Firms selected as finalists may be asked to submit additional information regarding their financial history and contract performance, including whether the firm has ever been:

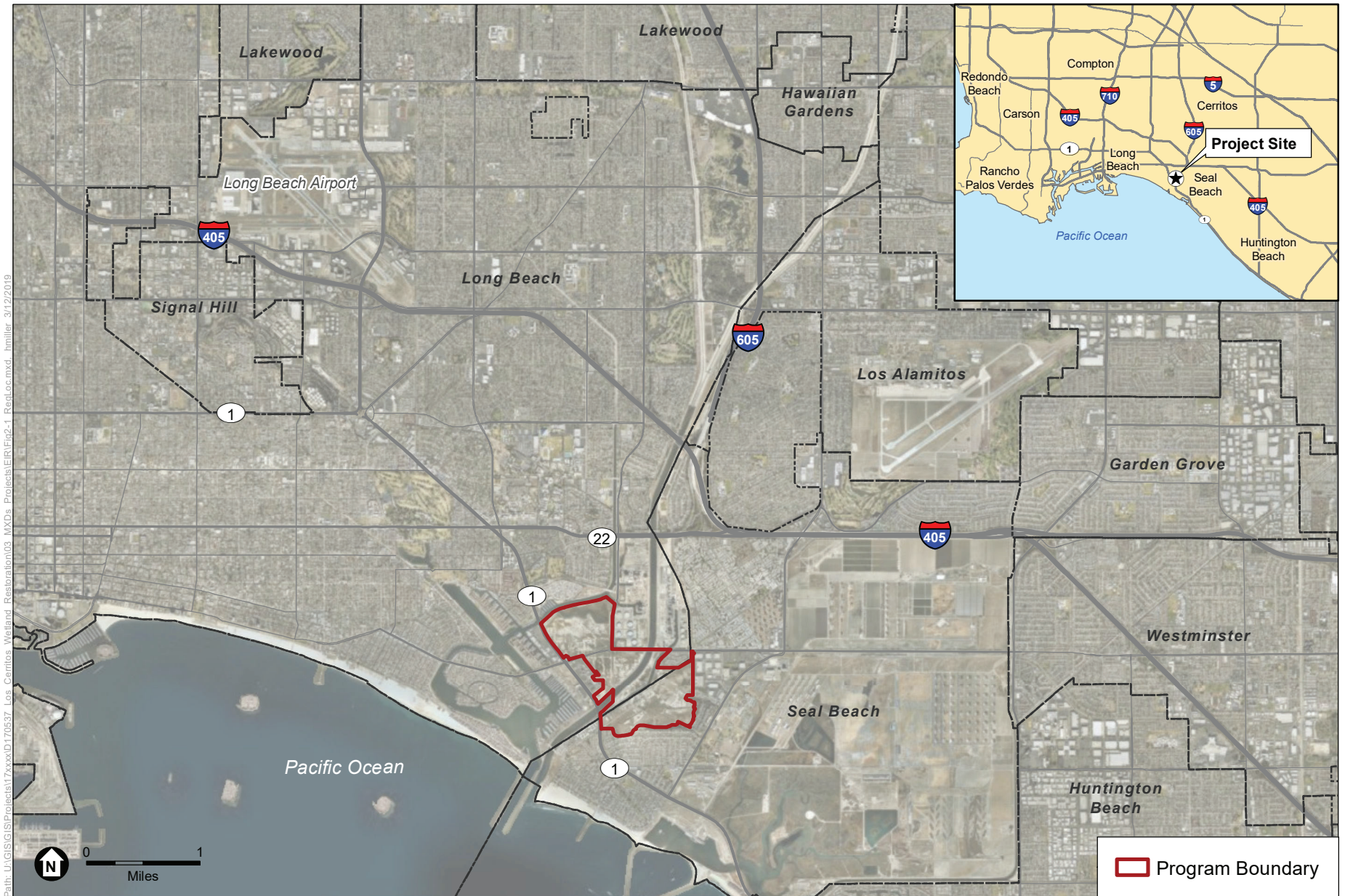
- a. a defendant in any litigation alleging that the firm had defaulted in its performance of its obligations under a consulting or other agreement; or
- b. found to be in default of a performance bond; or
- c. the subject of any bankruptcy or insolvency proceedings.

Final interviews for selected Consultants will be held in early 2024, and a recommendation to the LCWA Governing Board for approval of awarding a contract to the successful Consultant is anticipated in Winter/Spring 2024.

The LCWA will attempt to negotiate a contract with the highest-ranking Consultant firm/team at compensation determined to be fair and reasonable. If the parties fail to conclude satisfactory arrangements, negotiations with that firm/team will be terminated and negotiations will then proceed in the same manner with the other firms/teams in order of ranking. In any event, the LCWA reserves the right to add, substitute, or eliminate sub-consultants in negotiating the contracts for this RFQ.

LCWA PROPOSAL SCORING SHEET			Consultant:
<u>Criteria Description</u>	<u>Max Points</u>	<u>Score</u>	<u>Comments</u>
Approach/ Recognition: Understanding of the project components and capability to adequately analyze the project's goals/objectives & opportunities/constraints.	20		
Experience: Nature and quality of past completed work and recent experience with similar projects in the region and/or at Los Cerritos Wetlands	20		
Qualifications: Education and experience of Key Team Members, as well as principals to be assigned and the proposed level of their participation.	20		
Cost: Firm's cost and availability to complete the project task(s)	10		
Qualifications: Certified Small Business (SBE) or Disabled Veteran Business Enterprise (DVBE)	10		
TOTAL	80		

Exhibit A



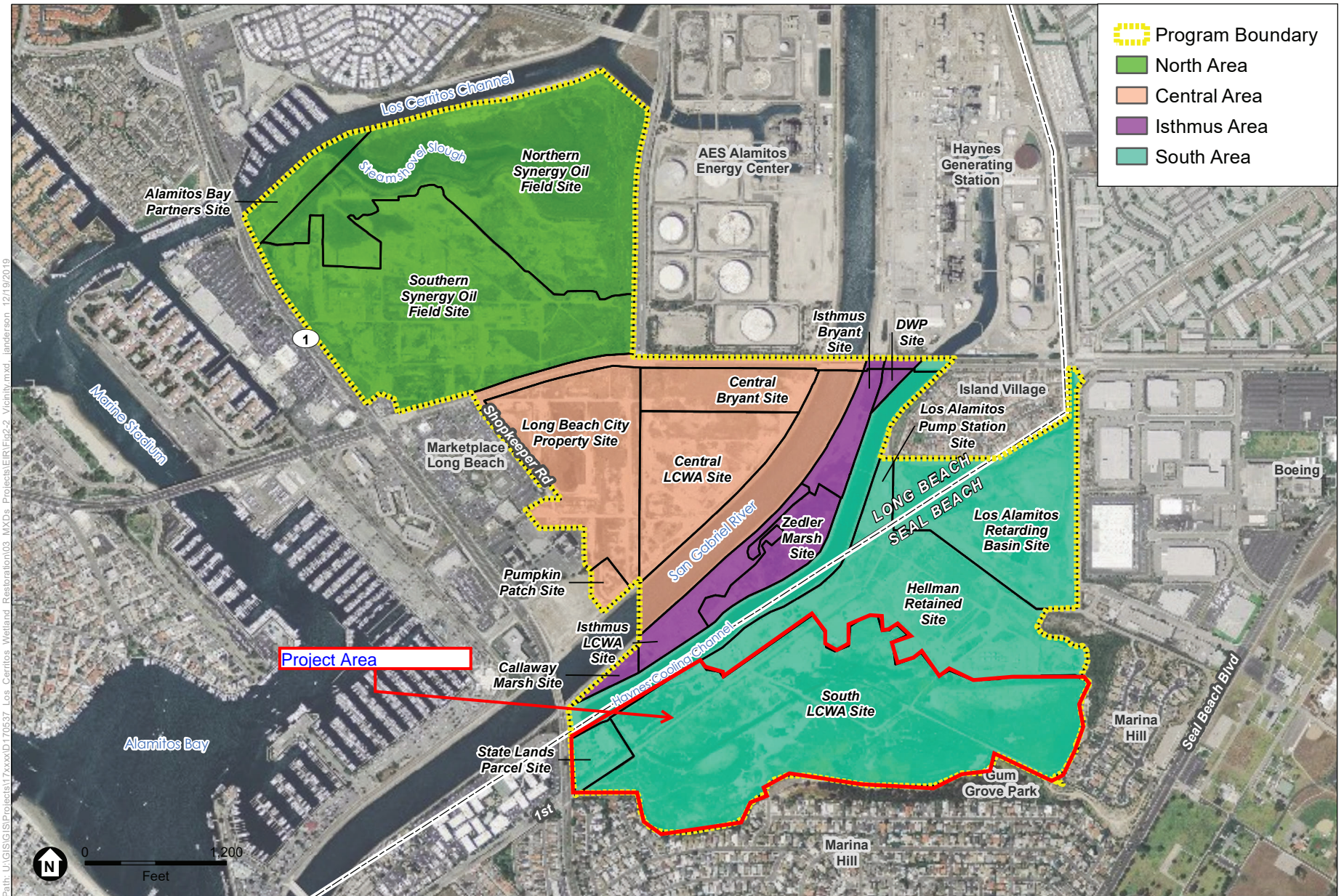
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SOURCE: ESRI

Los Cerritos Wetlands Restoration Plan Program EIR

Regional Location

Exhibit A



SOURCE: Mapbox, LCWA

Los Cerritos Wetlands Restoration Plan Program EIR

Figure 2
Project Site and Local Vicinity

Exhibit A



SOURCE: Mapbox, LCWA

Los Cerritos Wetlands Restoration Plan Program EIR

Figure 2-4
South Area

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT made and entered into this **XX day of Month 20XX** and includes a notice to proceed, as attached.

BY AND BETWEEN

Los Cerritos Wetlands Authority (LCWA),
a joint powers authority between the San
Gabriel and Lower Los Angeles Rivers
and Mountains Conservancy (RMC),
State Coastal Conservancy (SCC) and
Cities of Long Beach and Seal Beach.

AND

[Consultant/ Firm], hereinafter
referred to as "Consultant,"

LCWA has determined that it is a matter of public convenience and necessity to engage the specialized services of a Consultant to provide for services on the **[Project Name]**. The 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

"LCWA" means the joint powers authority between the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC), State Coastal Conservancy and Cities of Long Beach and Seal Beach

2. Consultant's Services

The scope of work shall be as outlined in Exhibit A, Scope of Work dated **XXXX**. No work shall commence on this project until a written Notice to Proceed is issued by LCWA.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to LCWA of the services described in Article 2 above, including receipt and

Exhibit B

acceptance of such work by the Executive Officer of the LCWA (hereinafter called Executive Officer), LCWA agrees to pay Consultant a maximum not to exceed fee of XXXX dollars (\$X).

LCWA shall compensate Consultant as follows:

a. Payments for the work accomplished shall be made upon verification and acceptance of such work by the Executive Officer. Invoices shall be accompanied by an analysis of work completed for the invoice period.

b. Supplemental Consultant Services may be required at LCWA's discretion, upon prior written authorization by Executive Officer, and will be based on Consultant's fee schedule on file with Executive Officer.

c. Consultant may select the time and place of performance for these services; provided, however, that access to the LCWA documents, records and the like, if needed by Consultant, shall be available only during the LCWA's normal business hours and provided that milestones for performance, if any, are met.

d. Consultant has requested to receive regular payments. The LCWA shall pay Consultant within ninety (90) days following receipt from the Consultant and approval by the LCWA of invoices showing the services or task performed, the time expended (if billing is hourly), and the name of the Project. Consultant shall certify on the invoices that Consultant has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of any Project problems and potential causes of delay in performance, and listing those services that are projected for performance by Consultant during the next invoice cycle. Where billing is done, and payment is made on an hourly basis, the parties acknowledge that this arrangement is either customary practice for Consultant's profession, industry or business, or is necessary to satisfy audit and legal requirements which may arise due to the fact that the LCWA is a joint powers authority.

e. Consultant represents that Consultant has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.

f. The term of this Agreement shall commence on XXXXX, 20XX and shall terminate on XXXXX, 20XX, unless terminated sooner as provided in this Agreement, or unless the services or the Project is completed sooner.

g. In the event that budget reductions occur in any fiscal year covered by this Agreement that may cause LCWA 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.

Exhibit B

h. Consultant will not be required to perform services which will exceed the contract amount, approved workplan and budget, and contract dates without amendment to this Agreement.

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

4. Materials, Equipment and Supplies

a. Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services and as agreed per the attached approved grant agreements.

b. Consultant shall furnish all labor and supervision, supplies, materials, tools, machinery, equipment, appliances, transportation, and services necessary to or used in the performance of Consultant's obligations hereunder.

5. LCWA's Responsibility

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

6. LCWA's Representative

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

7. Coordination and Organization

a. Consultant shall coordinate performance hereunder with the LCWA's representative, if any, named in Exhibit "B", attached hereto and incorporated herein by this reference. Consultant shall advise and inform the LCWA's representative of the work in progress on the Project in sufficient detail so as to assist the LCWA's representative in making presentations and in holding meetings for the exchange of information. The LCWA shall furnish to Consultant information or materials, if any, described in Exhibit "C" attached to this Agreement and incorporated herein by this reference.

b. The parties acknowledge that a substantial inducement to the LCWA for entering this Agreement was and is the reputation and skill of Consultant's key employees, **XXXXX as well as the Consultant's subconsultants, XXXXX**. The LCWA shall have the right to approve any person proposed by Consultant to replace that key employee or firm proposed to replace the subconsultants.

8. Independent Contractor

a. In performing its services, hereunder, Consultant is and shall act as an independent contractor and not an employee, representative or agent of the LCWA. Consultant shall have control of Consultant's work and the manner in which it is performed. Consultant shall be free to contract for similar services to be performed for others during this Agreement; provided, however, that Consultant acts in accordance with Section 9 and Section 11 of this Agreement.

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

c. 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.

d. Consultant acknowledges and agrees that (a) the LCWA will not withhold taxes of any kind from Consultant's compensation; (b) the LCWA will not secure workers' compensation or pay unemployment insurance to, for or on Consultant's behalf; and (c) the LCWA will not provide and Consultant is not entitled to any of the usual and customary rights, benefits or privileges of the LCWA employees. Consultant expressly warrants that neither Consultant nor any of Consultant's employees or agents shall represent themselves to be employees or agents of the LCWA.

9. Ownership of Data

All materials, information and data prepared, developed or assembled by Consultant or furnished to Consultant in connection with this Agreement, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material, and memorandum ("Data") shall be the exclusive property of the LCWA. Data shall be given to the LCWA and the LCWA shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to the Consultant. Copies of Data may be retained by Consultant but Consultant warrants that all Data shall not be made available to any person or entity for use without the prior approval of the LCWA. Said warranty shall survive termination of this Agreement for five (5) years. LCWA acknowledges that its alteration of Data or use of Data for any purpose other than the subject project without the express consent of Consultant is at LCWA's own risk and without liability to Consultant.

10. Termination

a. The terms of this Agreement shall commence on the date stipulated in the Notice to Proceed, and unless otherwise modified, shall terminate on the date that the work is accepted by the LCWA. The LCWA may, at its sole option and discretion, cancel or terminate this Agreement, without any liability other than payment for work

Exhibit B

already performed, up to the date of termination by giving fifteen (15) calendar days written notice of such termination to Consultant.

b. The consultant shall have the right to terminate this Agreement for any reason or no reason at any time by giving fifteen (15) calendar days prior notice to the other party. In the event of termination under this Section, the LCWA shall pay Consultant for services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. The procedures for payment in Section 3 (d) with regard to invoices shall apply. On the effective date of termination, Consultant shall deliver to the LCWA all Data developed or accumulated in the performance of this Agreement, whether in draft or final form, or in process. And, Consultant acknowledges and agrees that the LCWA's obligation to make final payment is conditioned on Consultant's delivery of the Data to the LCWA.

c. LCWA may also, 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 LCWA 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, LCWA shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

11. Confidentiality

Consultant shall keep the Data confidential and shall not disclose the Data or use the Data directly or indirectly other than in the course of services provided hereunder during the term of this Agreement and for five (5) years following expiration or termination of this Agreement. In addition, Consultant shall keep confidential all information, whether written, oral, or visual, obtained by any means whatsoever in the course of Consultant's performance hereunder for the same period of time. Consultant shall not disclose any or all of the Data to any third party, nor use it for Consultant's own benefit or the benefit of others except for the purpose of this Agreement.

12. Breach of Confidentiality

Consultant shall not be liable for a breach of confidentiality with respect to Data that: (a) Consultant demonstrates Consultant knew prior to the time the LCWA disclosed it; or (b) Is or becomes publicly available without breach of this Agreement by Consultant; or (c) a third party who has a right to disclose does so to Consultant without restrictions on further disclosure; or (d) must be disclosed pursuant to subpoena or court order.

13. Assignment and Subcontracting

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

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b. This Agreement contemplates the personal services of Consultant and Consultant's employees, and the parties acknowledge that a substantial inducement to the LCWA for entering this Agreement was and is the professional reputation and competence of Consultant and Consultant's employees. Consultant shall not assign its rights or delegate its duties under this Agreement, or any interest in this Agreement, or any portion of it, without the prior approval of the LCWA, except that Consultant may with the prior approval of the LCWA Executive Officer, assign any moneys due or to become due Consultant under this Agreement. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of an attempted assignment or delegation. Furthermore, Consultant shall not subcontract any portion of its performance without the prior approval of the LCWA Executive Officer or designee, or substitute an approved sub-consultant or contractor without approval prior to the substitution. Nothing stated in this Section shall prevent Consultant from employing as many employees as Consultant deems necessary for performance of this Agreement.

14. Conflict of Interest

a. Consultant, by executing this Agreement, certifies that, at the time Consultant executes this Agreement and for its duration, Consultant does not and will not perform services for any other client which would create a conflict, whether monetary or otherwise, as between the interests of the LCWA and the interests of that other client. And, Consultant shall obtain similar certifications from Consultant's employees, sub-consultants and contractors.

b. No LCWA 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.

15. Gratuities

a. It is improper for any LCWA 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 LCWA's consideration of Consultant's submittal. Consultant shall not offer or give, either directly or through an intermediary, consideration, in any form, to a LCWA Executive Officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

b. Consultant shall immediately report any attempt by a LCWA Executive Officer, employee, or agent to solicit such improper consideration. The report shall be made to Executive Officer. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

16. Additional Costs and Redesign

Any costs incurred by the LCWA due to Consultant's failure to meet the standards required by the scope of work or Consultant's failure to perform fully the tasks described in the scope of work which, in either case, causes the LCWA to request that Consultant perform again all or part of the Scope of Work shall be at the sole cost of Consultant and the LCWA shall not pay any additional compensation to Consultant for its re- performance.

17 Law

This Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and regulations of and obtain all permits, licenses and certificates required by all federal, state and local governmental authorities.

18. Entire Agreement

This Agreement, including all Exhibits and Attachments constitute the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement, and may be modified only by further written Agreement between the parties hereto.

19. Indemnification

For damages, claims, liabilities, costs, suits, or expenses arising from Consultant's lawful activities on behalf of the LCWA under this Agreement, LCWA agrees to indemnify and hold harmless Consultant against any and all damages, claims, liabilities, costs, suits, or expenses for which LCWA would be liable if Consultant were an employee.

Consultant agrees to indemnify, defend, and hold harmless LCWA, RMC, and the Cities of Long Beach and Seal Beach, agents, and employees from and against any and all liability, expense, 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 actions, operations, or services hereunder including any Workers' Compensation suits, liability, or expense arising from, or connected with, services pursuant to this Agreement.

20. Liability and Insurance

a. As a condition precedent to the effectiveness of this Agreement, Consultant shall procure and maintain, at Consultant's expense for the duration of this Agreement, from insurance companies that are admitted to write insurance in California and have ratings of or equivalent to A:V by A.M. Best Company or from authorized non-admitted insurance companies subject to Section 1763 of the California

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Insurance Code and that have ratings of or equivalent to A:VIII by A.M. Best Company, the following insurance: (a) Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than \$2,000,000 per each occurrence and \$2,000,000 general aggregate. This coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors' liability, and products and completed operations liability. This policy shall be endorsed to state that the insurer waives its right of subrogation against the LCWA, its boards and their officials, employees and agents. (b) Workers' Compensation insurance as required by the State of California Labor Code and employer's liability insurance in an amount not less than \$1,000,000. This policy shall be endorsed to state that the insurer waives its right of subrogation against the LCWA, its boards and their officials, employees and agents. (c) Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim. (d) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$1,000,000 combined single limit per accident.

b. Consultant has selected Indemnification and Insurance Provisions as outlined in Exhibit D.

c. 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.

21. Ambiguity

In the event of any conflict or ambiguity between this Agreement and any Exhibit, the provisions of this Agreement shall govern.

22. Costs

If there is any legal proceeding between the parties to enforce or interpret this Agreement or to protect or establish any rights or remedies under it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

23. Nondiscrimination

a. In connection with performance of this Agreement and subject to applicable rules and regulations, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. These actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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b. Consultant specifically recognizes and agrees that if LCWA finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of contract upon which LCWA may determine to cancel, terminate, or suspend the contract. While LCWA 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 LCWA that Consultant has violated the anti-discrimination provisions of the contract.

c. At its option, and in lieu of canceling, terminating, or suspending the contract, LCWA 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. LCWA 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.

24. 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 LCWA, 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 LCWA may be found jointly or solely liable.

25. Prevailing Wage Requirements

Consultant shall comply with all applicable prevailing wage requirements.

26. 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 LCWA, its Executive Officers and employees from employer sanctions and any other liability which may be assessed against Consultant or LCWA in connection with any alleged violation of

federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

27. LCWA 's Quality Assurance Plan

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

28. Reduction of Solid Waste

Consistent with the LCWA'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.

29. Copyright and Patent Rights

a. Consultant shall place the following copyright protection on all Data: © LCWA , inserting the appropriate year.

b. The LCWA reserves the exclusive right to seek and obtain a patent or copyright registration on any Data or other result arising from Consultant's performance of this Agreement. By executing this Agreement, Consultant assigns any ownership interest Consultant may have in the Data to the LCWA.

c. Consultant warrants that the Data does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party. Consultant agrees to and shall protect, defend, indemnify and hold the LCWA, its officials and employees harmless from any and all claims, demands, damages, loss, liability, causes of action, costs or expenses (including reasonable attorney's fees) whether or not reduced to judgment, arising from any breach or alleged breach of this warranty.

30. Covenant Against Contingent Fees

Consultant warrants that Consultant has not employed or retained any entity or person to solicit or obtain this Agreement and that Consultant has not paid or agreed to pay any entity or person any fee, commission or other monies based on or from the award of this Agreement. If Consultant breaches this warranty, the LCWA shall have the right to terminate this Agreement immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments due under this Agreement or otherwise recover the full amount of the fee, commission or other monies.

31. Waiver

The acceptance of any services or the payment of any money by the LCWA shall not operate as a waiver of any provision of this Agreement or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

32. Tax Reporting

As required by federal and state law, the LCWA is obligated to and will report the payment of compensation to Consultant on Form 1099- Misc. Consultant shall be solely responsible for payment of all federal and state taxes resulting from payments under this Agreement. Consultant shall submit Consultant's Employer Identification Number (EIN), or Consultant's Social Security Number if Consultant does not have an EIN, in writing to the LCWA. Consultant acknowledges and agrees the LCWA has no obligation to pay Consultant until Consultant provides one of these numbers.

33. Advertising

Consultant shall not use the name of the LCWA, its officials or employees in any advertising or solicitation for business or as a reference, without the prior approval of the LCWA Executive Officer or designee.

34. Audit

The LCWA shall have the right at all reasonable times during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Consultant relating to this Agreement.

35. Covenant Against Contingent Fees

This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

36. 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 LCWA's policy to conduct business only with responsible Consultants.

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

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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 LCWA.

c. The LCWA 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 LCWA; 2) committed any act or omission which negatively reflects on the Consultant's quality, fitness, or capacity to perform a contract with the LCWA 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 LCWA or any other public entity. or 5) failure to disclose any acts or omissions listed above to the LCWA.

d. These terms shall also apply to subconsultants of the LCWA Consultant.

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

Consultant shall have no claim against LCWA 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 LCWA and shall immediately repay all such funds to LCWA. Payment by LCWA for services rendered after expiration/termination of this Agreement shall not constitute a waiver of LCWA's right to recover such payment from CONSULTANT. This provision shall survive the expiration or other termination of this Agreement.

38. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows. Notice of change of address shall be given in the same manner as stated for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever occurs first.

LCWA

Los Cerritos Wetlands Authority
100 N. Old San Gabriel Canyon Road
Azusa, CA 91702
(626) 815-1019

CONSULTANT

NAME

ADDRESS

CONTACT INFO

LCWA

By _____
Mark Stanley
Executive Officer

Consultant

By _____
Name
Title

EXHIBITS AND ATTACHMENTS

Exhibit A: Scope of Work

Exhibit B: LCWA's Representative

Exhibit C: Materials to be provided by the LCWA to the Consultant

Exhibit D: Consultant's Insurance

Attachment A: Consultant's Fee Schedule

Attachment B: Timeline, Tasklist and Deliverables