



LOS CERRITOS WETLANDS AUTHORITY

REQUEST FOR PROPOSALS ANNOUNCEMENT Los Cerritos Wetlands Authority (LCWA)

Request for Proposals (RFP) LABOR COMPLIANCE SERVICES FOR THE SOUTHERN LOS CERRITOS WETLANDS RESTORATION PROJECT

PROJECT LOCATION:
Pacific Coast Hwy and 1st Street, Seal Beach, CA 90740 (33.751196, -118.097645)

The Los Cerritos Wetlands Authority (LCWA) is requesting proposals for comprehensive labor compliance monitoring, reporting, and enforcement services for the Southern Los Cerritos Wetlands Restoration Project (Project) in the City of Seal Beach.

Interested entities may view the RFP on the Los Cerritos Wetlands Authority website at <https://intoloscerritoswetlands.org>.

In the opinion of the LCWA, this RFP is complete and without need of explanation. However, any and all technical questions should be directed to Amanda Chan, Contracts & Budgets Analyst, via email achan@rmc.ca.gov, no later than Thursday, October 23, 2025 at 5:00pm.

Other questions related to the agency or the project may be directed to Chad Oberly, Staff Services Manager I, at coberly@rmc.ca.gov.

Proposals must be submitted electronically by the deadline to the staff listed below:

Submittal Deadline: Monday, November 3, 2025, by 12:00pm

Please submit Proposals electronically to:
LCWA/RMC General Inbox at info@rmc.ca.gov
cc: Amanda Chan at achan@rmc.ca.gov

Hard copies of the proposals are **NOT** required. Facsimiles or Proposals submitted/passed through to other LCWA personnel, or personnel of related agencies, will not be accepted.

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I. BACKGROUND AND PROJECT DESCRIPTION

The LCWA is a local public entity of the State of California exercising joint powers of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC), State Coastal Conservancy (SCC), and Cities of Long Beach and Seal Beach, pursuant to Section 65000 et seq. of the Government Code. As a Joint Powers Authority (JPA) partner, the LCWA follows the City of Long Beach's procurement policies as appropriate.

The LCWA is seeking a qualified consultant to act as the Labor Compliance Officer (LCO), providing comprehensive labor compliance monitoring, reporting, and enforcement services for the Southern Los Cerritos Wetlands Construction Project ("Project"). The LCWA, the awarding body, does not have a labor compliance program. Hence, the LCO will ensure compliance of contractors and enforce the Public Works Chapter of the Labor Code and Title 8 of the Code of Regulations in a manner consistent with the practice of the Labor Commissioner. Ultimately, the LCO will assist the LCWA to maintain records relating to activities and relevant facts that pertain to the Project that demonstrates that reasonable and sufficient efforts have been made to enforce prevailing wage requirements.

The Project aims to restore historic habitat at the Southern Los Cerritos Wetlands site, which is part of the Los Cerritos Wetlands Complex that formerly spanned approximately 2,400 acres. This restoration project is being led by the LCWA, funded in part by the State Coastal Conservancy and the Ocean Protection Council, and is not associated with any compensatory mitigation projects.

The 103.54-acre Project Area is located approximately 0.08 miles southeast of the San Gabriel River Pacific Coast Highway Bridge in the City of Seal Beach, California in the County of Orange (Exhibit A). The Project's central geographic location is Latitude 33.751066°; Longitude - 118.099411°, primarily in section 11 of Township 5 South, and Range 12 West, on the United States Geological Survey (USGS) Seal Beach and Los Alamitos 7.5-minute series topographical quadrangles. The Project Area is bounded by the San Gabriel River to the west, oil extraction operations to the north, and residential neighborhoods and park space to the east and south. The Project is located in the southernmost portion of the approximately 500-acre Los Cerritos Wetlands Complex

The Project will be implemented in two phases, with approximately 50 acres to be restored during each phase. **This RFP is specific to Phase 1 of the Project only** (Exhibit B).

Phase 1 of the restoration project will enhance existing salt marsh habitat, grade new sinuous tidal channels, create intertidal habitat, and increase tidal flux by cleaning the inlet culvert and replacing a secondary culvert with a box bridge. The Project will also incorporate several features requested by the Tribal Advisory Group, including harvest gardens, a gathering place, and a monument.

The contractor will work under the direction of the Executive Officer and Project Analysts of the RMC, and with the respective representatives from various organizations including its project partners and consultants.

II. SUMMARY OF TERMS OF AGREEMENT

The LCWA is seeking an individual or firm (Consultant) to serve as Labor Compliance Officer for Phase 1 of the Project. The estimated contract term is from November 2025 through June 2027 (approximately two years). The Agreement shall be on a time-and-materials basis within a not-to-exceed amount \$50,000.00. Expenses such as mileage and printing may be eligible for reimbursement so long as detailed supporting documentation are submitted with invoices and reimbursements adhere to these guidelines: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. It is expected for the consultant to be locally-based, and mileage should only be considered for special situations where the consultant must travel to locations other than the project site. The Consultant will work under the direction of LCWA's designated Project Manager and will be expected to collaborate regularly with the LCWA's Construction and design team.

Award will be made to the lowest responsible proposer whose bid complies with all prescribed requirements, and the contract is expected to be awarded no earlier than November 6, 2025.

Anticipated Project Timeline:

- Begin Construction: November 10, 2025
- Clear and Grub; Rough Grading/Earthwork in ESHA: Fall 2025 – Winter 2026
- Rough Grading Complete: Summer 2026
- Bridge and Road Work: Spring – Fall 2026
- Install public amenities and trails: Fall 2026
- Install irrigation: Winter 2026
- Install landscaping: Late Winter 2026 – Spring 2027
- Plant establishment period: Spring 2027 (3 Months)
- Project complete: May 2027
- Post-construction activities: June 2027

The executed Agreement may be formally amended to accommodate schedule conflicts or any unexpected costs associated with the services, by mutual consent of the LCWA and the Consultant. A variation of the terms (i.e., change in project representative, change in budget) requires mutual consent from the LCWA and Consultant. No verbal understanding, agreement, or amendment not incorporated into the Agreement is binding on either party.

III. SCOPE OF WORK

The LCWA has developed a scope of work that reflects the LCWA's understanding of the required labor compliance services. If the Contractor believes additional or different tasks should be included, they should submit questions to info@rmc.ca.gov for clarifications prior to proposal submission. Optional Tasks or Subtasks may be proposed and should be noted in the proposal.

The selected Labor Compliance Officer (LCO) shall provide the following services:

Task 1: Third-Party Labor Compliance Monitoring

Task 1 includes all efforts and costs necessary to fulfill the LCWA's labor compliance monitoring, reporting, and enforcement duties for the Southern Los Cerritos Wetlands Construction Project. The consultant shall coordinate wage inspections and labor compliance monitoring activities with the Project's Construction Manager throughout each Project's construction phase. This task includes all administrative duties such as invoicing, PWC-100 filing, confirmation of contractor registrations, project coordination, and management related to labor compliance.

Task 2: Reporting Procedure Development and Review

The consultant shall establish and implement a standardized procedure for receiving and reviewing certified payroll reports (CPRs). The consultant will work collaboratively with the LCWA, contractors, and subcontractors to promote labor compliance. Attendance at construction meetings is required to review wage reporting requirements, applicable legal obligations, and contractor payroll schedules.

Task 3: Labor Compliance Monitoring and Support

The consultant's responsibilities shall include, but are not limited to:

- Conducting and coordinating wage inspections with minimal disruption to contractors and subcontractors.
- Promptly reviewing certified payroll reports for compliance with wage rates, including classification, wage, and fringe benefits
- Monitoring payment of prevailing wages and compliance with apprenticeship requirement, including site visits, worker interviews, and apprenticeship monitoring
- Representing the LCWA in hearings before the Labor Commissioner or Department of Industrial Relations (DIR), as directed.
- Certifying completion of labor compliance requirements prior to LCWA approval of contractor payment requests.
- Immediately notifying the LCWA and contractors of any wage or compliance deficiencies, and developing corrective action plans.
- Maintaining secure documentation of all monitoring and investigations, and providing records to the LCWA upon project completion.
- Preparing and submitting compliance reports to the LCWA on a regular basis.
- Preparing any reports required by the LCWA, DIR, funding agencies, or applicable laws.
- Responding to labor compliance inquiries from the LCWA, contractors, and subcontractors.

IV. DESIRABLE QUALIFICATIONS AND EXPERTISE

The Labor Compliance Officer will be a member of the Project Team consisting of the project owner (LCWA), the Project Management Team (Tidal Influence), the Design Team (Moffatt & Nichol), the Construction Manager (Syrusa Engineering), the General Contractor (Philbin Construction Company), and other consultants as required.

The Consultant shall be familiar with State policies and procedures related to capital and public works projects. Pursuant to an authorized task order, the Consultant shall provide services and all necessary personnel, material, transportation, lodging, instrumentation, and the equipment necessary to satisfy all appropriate agencies and required to ensure compliance with all applicable Federal, State, and Local statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, performance standards, and guidelines, applicable to the Consultant's services and work product. A resource to the State's contracting process, including policies and guidelines to promote sound business decisions and practices is the [State Contracting Manual](#). A uniform approach to statewide management policy may found in the [State Administrative Manual](#). Another resource that identifies responsibilities and procedures of prevailing wage enforcement for construction contracts is the City of Long Beach's [Labor Compliance Program](#) which is certified by the State of California, Department of Industrial Relations.

In summary, the Consultant will provide expertise in the following disciplines/subject matters:

- California Prevailing Wage Laws
- California Apprenticeship Requirements
- Anti-Kickback and Overtime Laws
- Affirmative Action
- Addressing discrimination and harassment

The ideal Labor Compliance Officer shall have:

- Experience working on California public sector construction projects and knowledge of public project procurement processes, public project labor requirements, and state funding sources.
- Knowledge of municipal, county, state, and federal regulatory frameworks and labor compliance
- Experience working on projects in south LA County and/or North Orange County.

V. MINIMUM PROPOSAL REQUIREMENTS

Proposals shall provide straightforward and concise descriptions of the Consultant's ability to satisfy the requirements of this RFP. Consultants shall ensure that their written responses completely and accurately indicate how they meet the Selection Criteria listed below. 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. A non-responsive Proposal is one that does not meet or submit one or more of the minimum requirements:

1. **Cover Letter** (1 page): letter shall include the Federal Identification Number (if applicable) of the firm as well as the person authorized to negotiate and sign all agreements. Include the name and address of the primary firm submitting the proposal; whether the proposing firm is an individual, partnership, corporation, or joint venture; a list of subconsultants on the Consulting Team, and the name, address, and telephone number of the contact person who will be authorized to make representations for the primary firm. Call out any relevant certifications, such as small business, veteran/minority/women-owned business, etc.
 - a. A completed W9 should be submitted with an original signature. The current version of the form is available [here](#).
2. **Executive Summary** (2 pages preferred): summary shall include Corporate Documentation and Experience. It 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.). It shall include the designation of an experienced senior individual as the supervisor/administrator of the Consultant's staff who will be responsible for the delivery of services in accordance with the established Scope of Work. Provide the firm / team's understanding of the Project, identify potential critical issues and how the proposed team is specifically qualified and experienced in addressing such issues. Include a list of projects which indicate related experience, including work on similar projects. Include a list of references and respective phone numbers and emails (references will be verified).
3. **Written statement of the contractor(s)'s qualifications** that is responsive to the selection criteria below, including standard services, work plan, and project schedule. Contractors shall respond in writing indicating how they believe their qualifications fulfill the requirements of these criteria. Contractors must respond to each numbered criterion with complete and organized responses.
 - a. **Past Performance and Record of Successful Completion of Similar Work:** List up to five (5) projects related to construction management services completed within the past five (5) years. At minimum, provide basic information about the level of each listed review, who was the Lead Agency, what was the scope of work and any special consultations that were needed.
 - b. Provide a list of projects for which your firm is currently responsible, including the start and end dates of the project(s).
 - c. **Qualified Staff Resumes and Availability:** Provide an overarching organizational chart showing Proposer and any subcontractor(s) working on the project. Provide an organizational chart for the Proposer's staff with clear levels of authority and oversight. Highlight key personnel staffing positions and roles that will be held by staff of Proposer and subcontractors. A resume of the contractor(s) and for any proposed sub-contractors. The resume should include each individual's proposed project assignment and responsibilities, their specific professional experience related to this assignment, and their current work assignment(s) and projected completion dates.

4. **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 (Exhibit C) and identified in this RFP.
5. **Conflict of Interest Disclosure:** shall include a statement identifying any potential conflicts of interest that the Consultant and sub-consultants may have.
6. **Cost Proposal:** : Information requested is required to support the reasonableness of your quotation. Cost must have a detailed breakdown showing how the costs were determined and the desired method of payment (i.e., flat fee, lump sum, unit rate basis). The contract for services is a fixed price cost (all-inclusive). The fixed fee costs will include cost of any and all subcontractors used.

The breakdown must include the following:

- a. Proposer shall provide their Cost Proposal for performing the required services and shall include all applicable taxes and other expenses, such as all travel expenses, copying, postage, and other appropriate expenses.
 - b. Deliverables: See **Section III. SCOPE OF WORK**. These costs shall be included in the Cost Proposal. A proposed cost/budget must be included for each Task and Deliverable.
 - c. For calculation purposes, Proposer 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 LCWA.
 - 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 a listing of proposed subcontractors and associated fees (i.e., admin mark-up).
7. **Additional Required Documents:**
- i) Current Statement of Information (can be obtained on the California Secretary of State's website [here](#)). If operating under a fictitious business name, provide all supporting documentation (i.e., fictitious business name statement certified by the appropriate county clerk).
 - ii) If applicable, proof of current certification from the DGS Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS). This information can be obtained [here](#).

- iii) Completed and signed California Civil Rights Laws Attachment (DGS OLS 04), available [here](#).
- iv) Darfur Contracting Act Certification (DGS PD 1). This form can be found [here](#).
- v) Iran Contracting Act Verification Form. This form can be found [here](#).
- vi) The Bidder's Declaration Form (GSPD-05-105, which can be found [here](#)). This form documents subcontracted services.
- vii) Disabled Veteran Business Enterprise Declarations Form (STD 843, which can be found [here](#)). This form documents compliance with the requirements set forth in the Military and Veterans Code and is required to be completed for each Disabled Veteran Business Enterprise.

The LCWA encourages Small Businesses and Disabled Veteran Business Enterprises to apply.

VI. SUBMISSION INFORMATION AND DEADLINE

Entities (individuals or firms) interested in providing professional services for this contracting opportunity shall submit the following information electronically in 8.5" x 11" format with each of the numbered sections collated as a single unprotected (i.e., not password protected) PDF file. Electronic submittals will be accepted until **12:00pm on Monday, November 3, 2025.**

Proposals shall be submitted to LCWA/RMC General Inbox at info@rmc.ca.gov, with a carbon copy to Amanda Chan at achan@rmc.ca.gov.

Hard copies of the Proposal are **NOT** required and will not be accepted. Facsimiles or Proposals submitted/passed through to other LCWA personnel, or personnel of related agencies, will not be accepted.

Bid opening is scheduled for the same day:

Monday, November 3rd at 1:30pm via [Microsoft Teams](#)

Meeting ID: 276 269 743 342 0

Passcode: Ez6GQ37w

After opening, bids are still subject to evaluation and scoring and SB/DVBE preferences to be applied, if any.

VII. SELECTION CRITERIA

LCWA will review all submissions to determine which ones meet the format requirements and the standards specified in the RFP. Proposals meeting the minimum requirements are rated by the criterion below.

1. **Minimum Qualifications – Pass/Fail:** Each proposal will be checked for the presence or absence of required qualifications outlined in Section V. MINIMUM PROPOSAL REQUIREMENTS. Proposals that do not meet Section V will be rejected.
2. **General quality and responsiveness** of overall Proposal as shown by Scope of Work.
3. **Project Understanding and Approach:** Understanding of overall concepts and objectives; responsiveness to RFP requirements; Work Plan for all services for the project and Schedule broken down by task. Evaluation of the Consultant's understanding of the project. Proposals may suggest alternate approaches or additional tasks; however, the proposal (including the budget) must also address the tasks as described in the RFP for comparison with other proposals.
4. **Nature and quality of completed work**
5. **Qualifications:** Demonstration of professional experience and qualifications of the individual or firm in relation to the work to be performed – list each person with their role and office location for all staff identified as a part of this proposal (identify staff of sub-consultants similarly but separately).
6. **Ability and Capacity:** Consultant's workload, location, and demonstrated ability to meet schedules for project coordination and construction management services.

Award will be made to the lowest responsible proposer whose bid complies with all prescribed requirements.

VIII. PREFERENCE PROGRAMS

- A. DVBE participation program requirements and an incentive have been waived for this RFP; however, the DVBE incentive will still apply according to the participation percentages listed below.

In accordance with section 999.5(a) of the Military and Veterans Code and DVBE Incentive Regulations, CCR 1896.99.100, an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The GSPD 05-105 can be accessed at: <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>. The incentive amount for awards based on high score will vary in conjunction with the percentage of DVBE participation. The following percentages will apply for awards based on low price.

Confirmed DVBE Participation of:	DVBE Incentive
5% or over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%

For awards based on low price, the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

- B. A Small business (SB) Preference of five percent (5%) will be granted in accordance with Government Code Section 14835, and as contained in Title 2, California Administrative Code Section 1896 et. seq. To claim the Small Business Preference, which may not exceed \$50,000 for any bid, a Bidder must have its principal place of business located in California and must have an approved small business certification form and proof of annual receipts on file with the Department of General Services, Office of Small Business and Disabled Veteran Business Services (OSDS).

The 5% preference is used only for computation. The bid of a certified small business is reduced for evaluation purposes by 5% of the lowest cost offered by a noncertified small business.

Bidders requesting the Small Business Preference must indicate this in the Executive Summary. The application of the five percent (5%) Small Business bidding preference is extended to non-small businesses that commit to subcontracting at least twenty-five percent (25%) of its net bid price to California Certified Small Businesses and/or Micro-businesses when the non-small business:

- Has included in its bid a notification to the Department that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one (1) or more small businesses; and
- Has submitted a timely, responsive bid; and
- Is determined to be a responsible bidder; and
- Submits a Bidder Declaration GSPD-05-105 listing the small businesses it commits to subcontract with for a commercially useful function in the performance of the Agreement.

Bidders having pending Small Business Certification applications under review by the Department of General Services concurrent with the bid timeframe should contact OSDS to request an expedite review/approval of their application in order to be considered for the small business preference during the evaluation of this bid. Contact OSDS at (916) 375-4940 to obtain information about the application expedite process.

IX. CONTRACT ADMINISTRATIVE PROCESS

The LCWA will post the Notice of Intent to Award to the lowest responsible proposer whose bid complies with all prescribed requirements on its website by November 6, 2025. In the event that a satisfactory agreement cannot be negotiated, the LCWA will terminate negotiations with that Consultant and begin negotiations with the next most highly ranked Consultant, and so on. After successful negotiations, a contract will be awarded and executed. The LCWA does not guarantee the amount of services being requested from each firm, and may utilize services from current agreements on an as needed basis (example: if a firm is unavailable to provide the work or the LCWA and the firm cannot agree on a per project costing).

The State and LCWA reserves the right to terminate the selection proceedings at any time. See [Public Contract Code § 6106.5 \(e\)](#) for further requirements pertaining to sub-consultants. The Agreement, if awarded, shall be subject to approval by LCWA or other control agency and shall not be binding on LCWA or Consultant until approved by such agency.

X. GENERAL INFORMATION

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

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.

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. LCWA may waive an immaterial deviation in a Proposal. LCWA'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.

Proposer may withdraw its Proposal by submitting a written withdrawal request to LCWA, 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.

2. LCWA does not accept alternate Agreement language. A Proposal with such language will be considered a counter proposal and will be rejected. LCWA's Conflict of Interest provisions, are non-negotiable. After award, conflict of interest guidelines, State Contracting laws and policies shall continue to be monitored and enforced by the LCWA.

3. Consultant agrees that the awarding department, the Department of General Services, the copy any records and supporting documentation pertaining to the performance of this Agreement. Consultant agrees to maintain such records for possible audit for a minimum of three (3) years after final payment unless a longer period of records retention is stipulated. Consultant agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Consultant agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement (GC § 8546.7, PCC § 10115 et seq., CCR

Title 2, §1896). Consultant shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC § 10115.10.

A Pre-Award audit may also be performed by the LCWA, the Department of General Services, or their designated representative.

4. Prevailing Wages:

Pursuant to [Labor Code Section § 1774](#), the Consultant and any subcontractors, regardless of tier, shall pay not less than the specified prevailing wage rates to all workers employed in the execution of the Contract.

Copies of the prevailing rate of per diem wages are on file at the Department of General Services, which shall be made available to all interested parties. Additionally, these prevailing wage rates are available on the Department of Industrial Relations (DIR) website [here](#). For more information, visit the Prevailing Wage Requirements page of the DIR [here](#).

5. Notification of the Right to Protest:

Should a proposer claim the LCWA failed to follow the procedures specified in either subdivision (b) or (c) of PCC § 10344, protestant must submit the initial protest letter and a detailed, written statement of protest, including the LCWA title/number, and LCWA contact information, to the following:

Los Cerritos Wetlands Authority
Attn: Executive Officer
100 N. Old San Gabriel Canyon Road
Azusa, CA 91702
Bid No. 2025-001

7. LCWA does not guarantee, either expressly or by implication, that any work or services will be required under any contract issued as a result of this RFP.
8. This Project is subject to compliance monitoring and enforcement by the Department of General Services and audit by the Department of Finance.
9. LCWA does not guarantee, either expressly or by implication, that any work or services will be required under any contract issued as a result of this RFP.
9. Budget Contingency Clause: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years, and/or funding sources covered under any Agreements resulting from this RFP does not appropriate sufficient funds for the program, the Agreements shall be of no further force and effect. In this event, the LCWA or its JPA partners shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under the Agreements and Contractor shall not be obligated to perform any provisions of the Agreements. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel the Agreements with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount. This RFP's resulting Agreements shall be contingent upon approval of the Department of General Services (DGS), State Controller's Office, State Treasurer's Office, and/or any other entity required to approve the agreements.

XI. LIST OF ABBREVIATIONS

CCR	California Code of Regulations
DGS	Department of General Services
DGS PD	DGS Procurement Division
DIR	Department of Industrial Relations
DVBE	Disabled Veteran Business Enterprise
GC	Government Code
GSPD	General Services Procurement Division
GTC	General Terms and Conditions
JPA	Joint Powers Authority
LCO	Labor Compliance Officer
LCWA	Los Cerritos Wetlands Authority
OSDS	DGS Office of Small and Disabled Veteran Business Enterprise Services
OLS	DGS Office of Legal Services
PCC	Public Contract Code
"Project"	Southern Los Cerritos Wetlands Construction Project
RMC	San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy
RFP	Request for Proposals
SB	Small Business
SCC	State Coastal Conservancy
STD form	Standard Form
USGS	United States Geological Survey

XII. QUESTIONS

All project and contract related questions and questions concerning this Request for Proposals (RFP) should be directed to Amanda Chan, Budgets and Contract Analyst, in writing at achan@rmc.ca.gov. **Questions must be received no later than seven (7) calendar days after the RFP advertisement.** In the interest of fairness to all potential consultants, the LCWA will not respond to individual requests for information regarding the RFP. Responses to all questions will be posted on the LCWA's website **by 5:00PM on Monday, October 27, 2025.**

Exhibit A



Exhibit B



Exhibit C

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

LCWA **XXXXXX**

Exhibit C

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 thirty (30) 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.

LCWA XXXXX

Exhibit C

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.

LCWA XXXXX

Exhibit C

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

LCWA XXXXX

Exhibit C

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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Exhibit C

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.

Exhibit C

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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Exhibit C

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.

Exhibit C

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

Exhibit C

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.

Exhibit C

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 XXXXX

Exhibit C

LCWA

By _____
Mark Stanley
Executive Officer

Consultant

By _____
Name
Title

LCWA XXXXX

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