

**BOARD OF  
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18 December, 2025

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## REQUEST FOR PROPOSALS

### MALIBU TOPANGA AQUATIC INVASIVES MANAGEMENT PLAN BIOLOGICAL CONSULTANT

We are seeking a BIOLOGICAL CONSULTANT with demonstrated experience preparing Aquatic Invasives Management Plans within Southern California.

This RFP is to complete an Aquatic Invasives Management Plan for the Malibu Creek and Topanga Creek Watersheds, located within the Santa Monica Mountains, Los Angeles and Ventura Counties, CA. Focal geographic area is the Topanga Creek Watershed and the Malibu Creek Watershed. The Consultant will coordinate with the Resource Conservation District of the Santa Monica Mountains (RCDSMM), State Parks, and the Aquatic Invasives Team. The Consultant will review existing data, identify data gaps and data collection needs. It will review existing literature and create a short-term and long-term aquatic invasive species management in the two watersheds; and a public outreach plan.

Consultant shall submit a Statement of Qualifications (SOQ) for a team covering the disciplines listed as needed for the project. Details of the SOQ elements are provided on the next page.

A contract template is attached and winning bidders are anticipated to accept the conditions therein. Please note in your response any specific sections your firm takes issue with and requested text edits.

#### IMPORTANT DATES:

- **December 19, 2025 to January 13, 2026.** The Project Team will be available to discuss questions regarding this RFP submitted via email to Danielle Le Fer ([dlefer@rcdsmm.org](mailto:dlefer@rcdsmm.org)). Please use the email header: Aquatic Invasives Management Plan RFP. All questions and associated answers will be shared with all bidders.
- **Monday, January 19, 2026:** Bids will be accepted until close of business at 5 pm Pacific Standard Time.
- **February 2-6, 2026:** Interviews with short-listed firms will be held.
- **Note: Must be available to start Spring 2026 as the earliest start work date.**

## SCOPE OF WORK

The proposed Scope of Work is attached along with the following Appendices:

- A: Maps
- B: Statement of Work

## STATEMENT OF QUALIFICATIONS

Consultant shall submit a Statement of Qualifications (SOQ) for a team covering the disciplines listed as needed for the Malibu and Topanga Aquatic Invasives Management Plan Team. The SOQ shall indicate the discipline type, the firm's ability to complete the following: complete documents, studies, reports or other required documents and products including aquatic invasive species management plans.

Consultant's SOQ shall clearly and accurately demonstrate specialized knowledge and experience required for consideration. Examples of successfully completed similar projects and references shall be provided.

Please provide budget with costs per task, and a breakdown of staff hours and rate per position, and expenses. No overhead can be provided for purchases or subconsultant costs.

NOTE: The Biological Consultant will be coordinating with the RCDSMM (project manager), California State Parks, and Environmental Restoration Group to complete the management plan. See attached SOW for Biological Consultant responsibilities.

## PROJECT CONSTRAINTS

- This project is on both public lands (California State Parks, National Park Service, Santa Monica Mountains Conservancy, Mountains Restoration and Conservation Authority), and private lands.
- Sensitive cultural and tribal resources may be present, and coordination with California State Parks and Tribal groups will be necessary to avoid disturbance.
- This contract is Grant funded so we are unable to provide an up-front retainer, and payment is reimbursed upon receipt of funding from grantor, which usually entails a four to six-week delay in payment.

## COMPENSATION

RCD agrees to pay CONSULTANT on a time and materials basis for an amount **not to exceed \$184,500 dollars** for the successful and timely completion of the specified services. Such payments shall be made upon receipt of funds from the grantor based on timely RCDSMM submittal of invoices.

**SUBMITTAL OF BID PROPOSAL/SOQs**

Submit one hard copy (bound 8.5 x 11) and one electronic pdf of the bid/SOQ to:

Danielle Le Fer, Sr. Conservation Biologist  
RCD of the Santa Monica Mountains  
4505 Las Virgenes Rd. Suite 215, Calabasas, CA 91302  
[dlefer@rcdsmm.org](mailto:dlefer@rcdsmm.org)

**Email submittals must be received by 5 pm on Monday January 19, 2026.**

**Please use the email header *Aquatic Invasives Management Plan RFP* for all communications.**

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S C O P E O F W O R K

## **Santa Monica Mountains Aquatic Invasive Species Management Plan For Malibu Creek and Topanga Creek Watersheds**

### **Background**

Aquatic invasive species (AIS) in the Santa Monica Mountains have had negative impacts on many native species, including federally and state listed species.

Working with the Santa Monica Mountains Crayfish Task Force (Task Force), consisting of National Parks Service (NPS), State Parks, Mountains Recreation and Conservation Authority (MRCA), RCDSMM, U.S. Fish and Wildlife Service (USFWS)), non-profits (Heal the Bay) and universities (UCLA, Pepperdine, UC Davis), the Biological Consultant will develop an AIS management plan to assess the AIS in the watersheds and provide management strategies to control their impacts on native species. This plan is a multi-stakeholder collaboration to control AIS, through preventing their introduction, monitoring streams, and creating a management plan for their effective control.

The Biological Consultant will determine the current distribution of native and non-native aquatic species in the Topanga and Malibu Creek watersheds, to inform AIS management strategies. The scope of work presented below lists tasks to develop an AIS management plan for Malibu and Topanga creek watersheds.

- Establish goals and objectives of AIS management in Malibu and Topanga watersheds
- Collect information on target aquatic species distribution in Malibu and Topanga watersheds
- Develop approaches for AIS management to achieve goals and objectives
- Develop approach to monitor effectiveness of management activities

## **TASKS**

### **Task 1 – Project Management and Meetings**

Project management, coordination with and meetings with project partners.

*Deliverables:*

- Invoices and progress reports

### **Task 2 – Technical Advisory Committee**

Biological Consultant will provide support to the Task Force to coordinate a TAC consisting of local experts. The TAC will provide input into management goals and objectives, data needs, and AIS management strategies. Biological Consultant will also attend TAC meetings and present information to the TAC.

*Deliverables:*

- Names and contact details of prospective TAC members.
- Review of TAC meeting agendas and notes.
- TAC meeting attendance and presentations.

### **Task 3 – Data Compilation and Gaps**

The Biological Consultant will compile existing data on native and invasive aquatic species locations compiled by local agencies (e.g., State Parks, RCDSMM, CDFW, NPS, etc.) and create GIS data layers to inform approaches for controlling AIS within the management plan. The following subtasks are included under Task 3.

Task 3.1 - Develop data management plan

Biological Consultant will develop a data management plan for existing and additional data.

*Deliverables (Word and Pdf):*

- The data management plan will be included as an appendix to the long-term AIS Management Plan under Task 4.
- Biological Consultant will conduct up to two rounds of revisions based on consolidated comments provided by project partners.

### Task 3.2 - Compile existing data

Biological Consultant will compile existing data sets for invasive and native species, by sub-watershed. Data will be compiled for presence/absence and abundance of aquatic species, including native fish, amphibians and turtles, and non-native crustaceans, fish, amphibians, and turtles (see list of species in assumptions below). The data will be standardized and compiled into a database for GIS analysis as described under Task 3.5 below.

#### *Deliverables:*

- Tabulated data

#### *Assumptions:*

- Project partners will provide their data.
- Data will be limited to presence/absence and abundance data for some or all of the following species: native species - arroyo chub; southwestern pond turtle; southern California steelhead/resident trout; tidewater goby; Pacific lamprey; and native stream breeding amphibians, including California newts, tree frogs (genus *Pseudacris*), California red-legged frog, and Arroyo toad. Non-native species will include red swamp crayfish, centrarchids (e.g., bass and sunfish spp.), catfish, carp, bullfrogs, *Xenopus* frogs, Texas spiny soft-shelled turtles, red-eared slider turtles, and New Zealand mud snails.

### Task 3.3 – Identify data gaps.

Based on direction from the TAC and results of Task 3.2, missing presence/absence data or data gaps of AIS that would be useful for incorporation into the AIS Management Plan will be described in a technical memo along with recommendations for additional data collection. Biological Consultant would then incorporate that field data into the AIS management plan.

#### *Deliverables (Word and Pdf):*

- Brief technical memo outlining data gaps, locations and approaches for data collection.

### Task 3.4 – Aquatic species eDNA surveys

Collection of water samples for eDNA analysis along with visual surveys will be used to fill any data gaps. Biological Consultant will facilitate laboratory analysis of water samples for aquatic species eDNA identification. Samples will be collected by the Task Force.

#### *Deliverables:*

- One-day field training on water sample collection for eDNA analysis.



- Brief technical memo presenting eDNA results (Word and Pdf).

*Assumptions:*

- Water samples will be collected by the Task Force.
- The Task Force will ship processed water samples overnight to eDNA laboratory and cover shipping costs.

Task 3.5 - Generate GIS data layers for presence/absence results.

Data compiled under Task 3.2 – 3.4 will be used to generate GIS data layers that show the spatial extent of AIS and target native aquatic species within Malibu Creek and Topanga Creek Watersheds.

*Deliverables:*

- GIS data layers in the form of Google Earth kmz and a geodatabase of current known distribution of AIS and native species.

## **Task 4 - Generate AIS Management Plan**

Biological Consultant will develop an AIS management plan for Malibu Creek and Topanga Creek watersheds based on the goals and objectives defined through TAC engagement. The following sub-tasks are included under Task 4.

Task 4.1 – Literature and local reports/studies search

Biological Consultant will conduct a literature search on methods for controlling target AIS and for long-term management of target AIS populations that are relevant to Malibu and Topanga creek watersheds.

*Deliverables:*

- Information on AIS control methods, effectiveness, and guidance from literature searches will be incorporated into the AIS management plan ( Word and Pdf).

Task 4.2 - Apply Crayfish Model

Biological Consultant will interpret results from the crayfish model developed by Dr. Courtney Davis (Pepperdine) to inform the AIS management plan. Dr. Davis will be consulted to determine the best use of the results. The model results will be used to identify the most effective conditions (e.g., season, flows, habitat) for treatments of AIS that benefit native population reproduction and survival. The model will also be used to identify

the appropriate variables for evaluating success of AIS management, such as numbers of crayfish removed, remaining crayfish densities, native species presence/absence, native species breeding success.

*Deliverables:*

- Results from the crayfish model will be incorporated into the AIS Management Plan (Word and Pdf).

Task 4.3 - Short-term implementation plan

Biological Consultant will develop a short-term implementation plan (10-year) for AIS removal and control. The short-term implementation plan will include sub-watershed strategies to specify high priority locations, access, and targeted species.

*Deliverables:*

- Draft and final short-term implementation plan (Word and Pdf).

Task 4.4 - Long-term management plan

Biological Consultant will develop a long-term AIS management plan that includes descriptions of monitoring approaches, and data management. The long-term management plan will also describe how data will be used to evaluate AIS management effectiveness, and outline an adaptive management framework.

*Deliverables:*

- Draft and final long-term implementation plan (Word and Pdf).

## **Task 5 - Public outreach**

Task 5.1 – Public outreach plan

Biological Consultant will support development of a public outreach plan to inform the public of AIS and to involve private landowners in controlling AIS on their lands. Biological Consultant's support under this task will include suggesting/reviewing content of a plan and providing materials (e.g., maps) to include in a public outreach plan.

The public outreach plan will be prepared by the Task Force, with support from the Biological Consultant. The Biological Consultant will provide:

*Deliverables:*

- Materials, such as maps, photos, and language, to insert into public outreach plan.



#### Task 5.2 – Develop open-source, web-based mapping tool

Biological Consultant will develop an open source, user-friendly, web-based/app mapping tool. The goal of this tool will be to provide stakeholder access to data including the general public.

#### *Deliverables:*

- Web-based mapping tool that is accessible to public

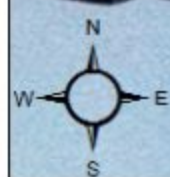
#### **Schedule**

The project is anticipated to take approximately one to one and a half years to complete depending on the availability of project partners, the timing of data collection, and the TAC schedule. Once the work order for this contract is executed by all parties, Biological Consultant will develop and submit a project schedule outlining draft and final completion dates for each task and deliverable.

#### **Budget**

*Anticipated not-to-exceed total for Malibu Creek and Topanga Creek AIS Management Plans:*  
**\$184,500.**

This topographic map illustrates the Topanga Canyon area, characterized by its rugged terrain and prominent ridges. A blue line delineates the canyon's boundary, enclosing a region that includes Topanga Park, Fernwood, and the town of Topanga. The map is overlaid with a red grid and features numerous contour lines indicating elevation. Key geographical features labeled include Topanga Canyon, Santa Monica Canyon, and the Santa Monica Mountains. The map also shows the coastline and the location of Topanga Beach. A compass rose and a scale bar (0 to 4,500 Meters) are provided for orientation and measurement.





# Malibu Creek Watershed Boundary





## RESOURCE CONSERVATION DISTRICT OF THE SANTA MONICA MOUNTAINS PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ by and between the Resource Conservation District of the Santa Monica Mountains, a public agency organized and operating under the laws of the State of California with its principal place of business at 4505 Las Virgenes Rd. Suite 215, Calabasas, CA 91302 ("District"), and [\*\*\*INSERT NAME\*\*\*], a [\*\*\*INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY\*\*\*] with its principal place of business at [\*\*\*INSERT ADDRESS\*\*\*] (hereinafter referred to as "Consultant"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

### RECITALS

A. District is a public agency of the State of California and is in need of professional services for the following project:

\_\_\_\_\_  
(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

D. This Project is funded pursuant to the [prime contract name] ("Funding Agreement"), which requires District to require Consultant to comply with certain provisions of the Funding Agreement as a condition of this Agreement. A copy of the Funding Agreement is attached hereto as Exhibit "E".

### AGREEMENT

#### NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

##### 1. Services.

Consultant shall provide the District with the services described in the Scope of Services attached hereto as Exhibit "A." [Alternatively, Scope of Services can be included here and all subsequent exhibits renumbered accordingly.]

##### 2. Compensation.

a. Subject to paragraph 2(b) below, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B." [Alternatively, Schedule of Charges may be included here and all subsequent exhibits renumbered accordingly.]

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$\_\_\_\_\_. [Insert amount of compensation]. This amount is to cover all printing and related costs, and the District will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of approval of invoice

submitted which includes a detailed description of the work performed. *Payments to Consultant for work performed will be made within 5 business days after receipt of grant funding.*

3. Additional Work.

If changes in the work seem merited by Consultant or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the District by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such services, or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by District.

5. [Insert Term or Time of Performance].

**[If engaging the Consultant for a particular term, use the following provision]**

The term of this Agreement shall be from **[Insert start date]** to **[Insert end date]**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). **[If the District has specific milestones or timelines for performance, please input those requirements in the "Activity Schedule" attached as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

**[If engaging the Consultant to perform a discrete task with a specified deadline, use the following provision]**

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within **[Insert number of calendar days for performance of the services – if more detail is required attach "Activity Schedule" as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and

other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

a. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a District Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.



10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant shall become an employee of District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from District as herein provided.

11. Insurance. Consultant shall not commence work for the District until it has provided evidence satisfactory to the District it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, and provided that such deductibles shall not apply to the District as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status.

(iv) Subject to written approval by the District, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the District as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced

past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

(iii) The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the District nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall

not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the District. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

15. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

**[Delete the following title and insert “Reserved”, if not applicable.]**

16. RESERVED



17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Los Angeles, State of California.

18. Termination or Abandonment

a. District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of District.

b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the District.

c. During the course of the performance of this Agreement, Consultant may receive written or verbal information from District, its representatives or agents, not in the public domain. Such information may include District's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to District. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of District. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but

not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify District of such fact to allow District to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

20. Organization

Consultant shall assign [REDACTED] as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the District.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

22. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT:

Resource Conservation District of the Santa Monica Mountains

4505 Las Virgenes Rd. Suite 215

Calabasas, CA 91302

Attn: [REDACTED]

CONSULTANT:

[REDACTED]

and shall be effective upon receipt thereof.

23. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

24. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

26. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

27. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

28. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

29. Time of Essence

Time is of the essence for each and every provision of this Agreement.

30. District's Right to Employ Other Consultants

District reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

31. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

32. Federal Requirements [\*\*\*INCLUDE THIS SECTION ONLY IF APPLICABLE; DELETE OTHERWISE AND DELETE ASSOCIATED EXHIBIT. YOU MAY ALSO NEED TO

INCLUDE SOME INFORMATION IN THE RFP DUE TO FEDERAL FUNDING GUIDELINES.  
CONSULT LEGAL COUNSEL IF NECESSARY\*\*\*]

When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

33. Funding Agreement Requirements. This Project is funded pursuant to the [prime contract name] ("Funding Agreement"), which requires District to require Consultant to comply with certain provisions of the Funding Agreement as a condition of this Agreement. A copy of the Funding Agreement is attached hereto as Exhibit "E" and is incorporated herein by reference. Consultant shall comply with the Funding Agreement, and District's obligations thereunder, in performing the Services and otherwise taking any action that arises out of, relates to, or is incident to this Agreement, as a condition of this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN RESOURCE CONSERVATION DISTRICT OF THE SANTA MONICA  
MOUNTAINS  
AND [\*\*\*INSERT CONSULTANT NAME\*\*\*]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**RESOURCE CONSERVATION DISTRICT  
OF THE SANTA MONICA MOUNTAINS**

**[\*\*\*INSERT CONSULTANT NAME\*\*\*]**

By: \_\_\_\_\_  
[INSERT NAME]  
[INSERT TITLE]

By: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
[INSERT TITLE]

EXHIBIT A  
Scope of Services



## EXHIBIT B

### Schedule of Charges/Payments

Consultant will invoice District on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform District regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

[insert rates]

EXHIBIT C

Activity Schedule

## EXHIBIT D

### Federal Requirements

[DELETE EXHIBIT IF NOT APPLICABLE]

EXHIBIT E

Funding Agreement

[DELETE EXHIBIT IF NOT APPLICABLE]