

MOUNTAINS RECREATION AND CONSERVATION AUTHORITY

Los Angeles River Center and Gardens
570 West Avenue Twenty-six, Suite 100
Los Angeles, CA 90065
(323) 221-9944 FAX (323) 441-8856

STANDARD AGREEMENT

This agreement is made and entered into on this 8th Day of July, 2004 between the MOUNTAINS RECREATION AND CONSERVATION AUTHORITY, a public entity of the State of California established by joint powers agreement between the Santa Monica Mountains Conservancy, the Conejo Recreation and Park District, and the Rancho Simi Recreation and Park District, through its Executive Officer Joseph T. Edmiston, and Terra Form Landscape Company, Contractor.

"MRCA" as used herein shall refer to the Mountains Recreation and Conservation Authority.
"Contractor" as used herein shall refer to Terra Form Landscape Company.

MRCA and Contractor hereby agree to the following:

Continued on the following two (2) pages:

Terra Form Landscape Company
10115 LaTuna Canyon Road
Sun Valley, California 91352
(818) 252-6401

**MOUNTAINS RECREATION AND
CONSERVATION AUTHORITY**

Signature

Phil Castiglia
President

Signature

Reva Feldman
Chief Operating Officer

Agreement Amount	CONTRACT NUMBER	TAX ID #	REVIEW/APPROVAL	INITIALS/DATE
\$20,000.00	MRCA XXX.XX	95-1652351	Cara McLane Project Manager	
Amt. Prev. Encumbered \$0.00	Acct. Code 10-729-5111-004	Project /Sub 1566-7062	Paul Edelman Division Chief	
Not to Exceed Total \$20,000.00	Project Name: Ballona Creek Trail and Bike Path Improvements - BHRCA		Legal (Only if other than Standard Agrmt.)	

SCOPE OF WORK: Fabrication and installation of artistic gates. For a more detailed explanation of the scope of work in accordance with the proposed project methodology, please refer to the proposal dated 5/12/04 (Exhibit A).

TERM OF AGREEMENT: The term of this Agreement shall run from July 8, 2004 until June 30, 2005 unless previously terminated or extended. Prior to the completion date, either party may terminate this Agreement for any cause by providing the other party with thirty (30) days notice in writing. "Cause" is defined as a substantial default in performance.

In the event of termination by the MRCA prior to the completion date, the Contractor agrees to take all reasonable measures to prevent further costs to the MRCA under this Agreement, and the MRCA shall be responsible for any reasonable and noncancellable obligation incurred by the Contractor in the performance of this Agreement until the date of the notice to terminate, but only up to the unpaid balance of funding authorized under this Agreement.

In the event that the Contractor terminates this Agreement during the Term of Agreement as defined above, or fails to complete the Project as described in the "Scope of Work", Contractor shall be liable for repayment to the MRCA of all amounts for work not completed paid by the MRCA under this Agreement. The MRCA may at its sole discretion consider extenuating circumstances and not require payment for work partially completed.

COMPENSATION: The total compensation shall not exceed \$20,000.

Payment shall be made upon submission of invoices with receipts, based on the following schedule:

40%	Within 10 days of contract execution for mobilization.
40%	Progress payment due no sooner than two weeks after mobilization.
20%	Upon final review and acceptance by MRCA and receipt of all receipts and other documentation of project costs.

CONDITIONS:

1. The Contractor agrees to indemnify, defend and save harmless the MRCA, its officers, agents and employees from all contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in any connection with the performance of this contract, and from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of the Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the MRCA.

3. The MRCA Executive Officer shall appoint a contract manager, who in this instance shall be Cara McLane. Contractor shall contact the contract manager if there are any questions or problems concerning this contract.

4. Without written consent of the MRCA, this agreement is not assignable by Contractor either in whole or in part.

5. Time is of the essence in this agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The Contractor, by signing the contract does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two year period because of the Consultant failure to comply with an order of a Federal court which orders the Contractor to comply with an order of the National Labor Relations Board (Public Contract Code 10296).
8. Contractor agrees to provide the MRCA with a certificate of General Liability Insurance in the amount of \$1,000,000 for each occurrence naming the MRCA as additional insured and proof of Workman's Compensation Insurance.
9. Contractor agrees to pay prevailing wages as per Section 1771 of the California Labor Code.
10. All terms and conditions apply to any sub-contractors retained by Contractor.

Exhibit A-Contractor Proposal