

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 1st Day of June, 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 Cemrock Naturalistic Environments, Inc., Contractor.

"MRCA" as used herein shall refer to the Mountains Recreation and Conservation Authority.
"Contractor" as used herein shall refer to Cemrock Naturalistic Environments, Inc.

MRCA and Contractor hereby agree to the following:

Continued on the following two (2) pages:

CEMROCK NATURALISTIC ENVIRONMENTS, INC.
4760 South Julian Avenue
Tuscon, AZ 85714

MOUNTAINS RECREATION AND CONSERVATION AUTHORITY

Signature

Brian Olson
President

Signature

Reva Feldman
Chief Operating Officer

| Agreement Amount | CONTRACT NUMBER | TAX ID # | REVIEW/APPROVAL | INITIALS/DATE |
|------------------------------------|--|---------------------------|---|---------------|
| \$28,110.00 | MRCA 074/04 | 86-0893628 | Cara McLane Project Manager | |
| Amt. Prev. Encumbered \$0.00 | Acct. Code 10-729-5111-002 | Project /Sub 5867-5639 | Paul Edelman Division Chief | |
| Not to Exceed Total \$28,110.00 | Project Name: Marsh Street Park-Capital Improvements | | Legal (Only if other than Standard Agmt.) | |

SCOPE OF WORK: Fabrication of three play sculptures using shaped steel rebar, expanded metal lath and concrete, with delivery to Los Angeles. The sculptures will have a rough surface suitable for application of ceramic tiles by others after delivery. The three sculptures will be one (1) turtle figure, one (1) frog figure, and one (1) snake figure composed of three segments.

For a more detailed explanation of the scope of work in accordance with the proposed project methodology, please refer to the proposal dated 5/25/04 (Exhibit A), and Preliminary Drawings (Exhibit C).

TERM OF AGREEMENT: The term of this Agreement shall run from June 7, 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 \$28,110 as follows:

| | |
|----------------------|--------------|
| Turtle figure | \$ 7,200.00 |
| Frog figure | \$ 7,200.00 |
| Snake figure | \$ 12,000.00 |
| Packing and shipping | \$ 1,700.00 |
| Total | \$ 28,110.00 |

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

Exhibit B- Proposition 13 Eligible Costs

Exhibit C-Preliminary Drawings

EXHIBIT A - CONTRACTOR PROPOSAL



CEMROCK™
NATURALISTIC ENVIRONMENTS

May 25, 2004

Chuck Arnold
Mountain Recreation and Conservation Authority

RE: Concrete Play Sculptures

Dear Chuck,

Thank you for contacting Cemrock and allowing us to provide pricing for this upcoming playground project.

Based on the preliminary drawings provided and verbal descriptions provided Cemrock is pleased to provide the following budgetary price range.

Scope of Work & Price:

Cemrock will provide all labor, materials, equipment and supplies necessary to fabricate four (4) concrete play sculptures including a leap frog, approx. 4.5' long x 30" tall, a crawl through log approx 8' long x 2.5' dia., a climbing turtle approx. 4.5' long x 30" tall and a snake in three segments, head approx. 4' long x 2' dia., body arch approx. 5' long x 2' dia., and tail approx. 3' long x 2' dia. All pieces will be fabricated in Tucson using shaped steel rebar, expanded metal lath and grouted solid with concrete. A final concrete coat will be carved and textured to give each piece its final shape. This final layer will have a rough surface to be tiled later by others. All pieces will be shipped to a job site (TBD) and installed on footings by others. A forklift and lifting straps or other piece of equipment will be required to lift and place these pieces. Cemrock's prices are as follow:

| | |
|-------------------------------------|-----------------------|
| Crawl through log..... | \$9,500 |
| Climbing turtle..... | \$7,200 |
| Leap frog..... | \$7,200 |
| Snake in three sections..... | \$12,000 |
| Packing and shipping..... | <u>\$1,700</u> |
| Total Price..... | \$37,600 |

Schedule of Work:

Cemrock estimates approximately eight (8) weeks to complete the Scope of Work as currently envisioned. Work can commence immediately upon receipt of a signed agreement and down Payment.

Schedule of Payments:

Prior to fabrication Cemrock will require a down payment of 40%, with a progress payment of 40% after two (2) weeks and the final payment of 20% due upon completion.

Warranty:

Cemrock guarantees all materials and workmanship for one (1) year from final acceptance.

Exclusions:

- Union or prevailing wages
- Design and engineering
- Taxes, permits, fees
- Liquidated damages
- Anything not expressly stated in Cemrock’s Scope of Work

Sincerely,

Mark Rogers
Exhibit Consultant
(520) 571-1999
mrogers@cemrock.com

If this budgetary proposal is accepted please sign and fax back to Cemrock Landscapes at 520-571-1888. This proposal will be valid for 60 days.

Buyers Company Name & Address

Seller: Cemrock Landscapes, Inc.
4790 S. Julian Drive
Tucson, AZ 85714
520-571-1999 ph
520-571-1888 fax

Buyers Representative’s Name Printed

Buyers Representative’s Signature & Date

Brian Olson, President, Cemrock

EXHIBIT B - PROPOSITION 13 ELIGIBLE COSTS

Eligible Costs

Only direct project-related costs, incurred during the project performance period specified in the project budget and Grant Agreement will be eligible for reimbursement. All eligible costs must be supported by appropriate documentation. Costs incurred in advance of Grant Agreement approval are not eligible. Indirect costs are not eligible.

1. Preliminary costs - Up to 25% of the grant funds, including CEQA compliance, may be spent on preliminary project costs (e.g., construction plans, appraisals, acquisition negotiations, and direct project management, etc.) incurred after the date of the Grant Agreement.
2. Personnel or employee services - Services of the Grantee's employees directly engaged in project execution. These costs must be computed according to the Grantee's prevailing wage or salary scales, and may include fringe benefit costs such as vacations, sick leave, social security contributions, etc. that are customarily charged to the recipient's various projects. Costs charged to the project must be computed on actual time spent on a project, and supported by time and attendance records describing the work performed on the project as well as payroll records. Overtime costs may be allowed under the recipient's established policy, provided that the regular work time was devoted to the same project.

Salaries and wages claimed for employees working on state grant funded projects must not exceed the Grantee's established rates for similar positions.

3. Consultant services - The costs of consultant services necessary for the project. Consultant must be paid by the customary or established method and rate of the grantee.
4. Construction equipment - Equipment owned by the Grantee may be charged to the project for each use. Equipment use charges must be made in accordance with the Grantee's normal accounting practices. The equipment rental rates published by the California Department of Transportation may be used as a guide or local prevailing rental rates as well.

If the Grantee's equipment is used, a report or source document must describe the work performed, indicate the hours used, relate the use to the project, and be signed by the operator and supervisor.

Equipment may be leased, rented, or purchased, whichever is most economical. If equipment is purchased, its residual market value must be credited to the project costs on completion.

5. Construction supplies and materials – Supplies and materials may be purchased for a specific project or may be drawn from a central stock, providing they are claimed at a cost no higher than paid by the Grantee. When supplies and/or materials are purchased with the intention of constructing a piece of equipment, a structure or a part of a structure, the costs that are charged as supplies and materials may be capitalized according to the Grantee's normal practice or policy. If capitalized, only that cost reasonably attributable to the project may be claimed under the project.
6. Signs and interpretive aids - The cost of signs, display boards, or other minor interpretive aids relating to the project. Use of the Park and Water Bond logo is required for project signage as described in the signage guidelines. The logo can be obtained from the Agency Grants Administrator, or from the Agency Web Site at www.resources.ca.gov/bond. (See Appendix E).
7. Construction - The cost of all necessary construction activities, from site preparation (including demolition, excavation, grading, etc.) to the completion of a structure or facility.
8. Acquisition - Costs of acquiring real property are eligible and may include the purchase price of the property, appraisals, surveys, preliminary title reports, escrow fees, title insurance fees, and costs of easements.
9. Relocation costs - Relocation costs are allowable for projects that result in displacement of any person and/or business. The Grantee must comply with applicable relocation laws even if relocation costs are not claimed for reimbursement.
10. Non-capital projects - All costs directly related to the project activity.
11. Other expenditures - In addition to the major categories of expenditures, reimbursements may be made for miscellaneous costs necessary for execution of the project. Some of these costs are:
 - a. Communications (such as telephone, letters, etc.)
 - b. Premiums on hazard and liability insurance to cover personnel and/or property
 - c. Work performed by another section or department of the Grantee's agency
 - d. Transportation costs for moving equipment and/or personnel

EXHIBIT C
PRELIMINARY DRAWINGS



BIO-TOTLOT ~ MARSH STREET MRCA ©