

Attachment
MRCA Item VI(h)
June 4, 2014



MOUNTAINS RECREATION & CONSERVATION AUTHORITY

Los Angeles River Center and Gardens
570 West Avenue Twenty-six, Suite 100
Los Angeles, California 90065
Phone (323) 221-9944 Fax (323) 221-9934

REQUEST FOR PROPOSALS (RFP)

FOR

THE DECORATIVE GATE DESIGN, FABRICATION, ENGINEERING AND INSTALLATION FOR FRANKLIN/IVAR PARK, HOLLYWOOD, CA.

Submittal Deadline: Friday, April 4, 2014 , 4 p.m.

Submit to:

Mountains Recreation and Conservation Authority
Attn: Liz Jennings
Decorative Gate Design & Fabrication for Franklin/Ivar Park
570 West Avenue Twenty-Six, Suite 100
Los Angeles, CA 90065

The Mountains Recreation and Conservation Authority requests proposals from metal artists to design, fabricate, engineer, deliver, and install two decorative entry gateways that includes an entry double swing gate (each measuring 6 ft. wide by 6 ft. high) and a single swing gate (measuring 4 ft. wide by 6 ft. high) for the Franklin/Ivar Park project.

PROJECT DESCRIPTION:

The project site is located at the intersection of Franklin and Ivar Avenues. The Franklin-Ivar Park project will convert a vacant 3/4-acre lot owned by the Santa Monica Mountains Conservancy into a public park in the heart of urban Hollywood. The site is down slope from a freeway ramp and in a densely populated area.

Elements of Franklin-Ivar Park include a 190-seat amphitheatre for both scheduled and impromptu performances, a California-native plant demonstration garden, picnic area, play elements for young children, and a view path. Amenities will include shaded seating, bicycle racks, picnic tables, stairs for exercise, and public art incorporated into the design. The perimeter fencing for the majority of the park will be of steel rods which will be angled in six sections (see Plan Sheets L5.04 & L6.04 for further information.)

Construction is expected to start in 2014.

PROJECT ADDRESS

6351 Franklin Avenue, Hollywood, CA.

The design team requests that the artists refer to the following items included in the 100% Design Development Illustrations for design direction:

- The theme and illustration on page 2 – A Creek Runs Through It + Between Hills and City; and the illustrations and explanations of page 3 – From the Mountain to the City.

Contact: Liz Jennings at (323) 221-9944, extension 185 or by e-mail at liz.jennings@mrca.ca.gov if you have any questions.

Attachments: This RFP consists of this memo and the following attachments:

- Attachment #1) Site Information: Photographs and Map
- Attachment #2) Scope of Work
- Attachment #3) Illustrations 100% Design Development
- Attachment #4) Plan Sheets L5.04 & L6.04
- Attachment #5) Examples of other MRCA Gateway projects
- Attachment #6) Bid Submission Form and Schedule of Bid Items
- Attachment #7) Sample Standard Contract

PROPOSAL COMPONENTS, DELIVERABLES AND REQUIREMENTS:

The Franklin/Ivar Park Decorative Gate Project proposal must include the following components:

- 1) List of Team Members – Artist, Engineer, Fabricator, Deliverer, and Installer.
- 2) Qualifications & References. Provide reference information for up to five recent and comparable projects/similar work that you have completed. Please provide information in the following format:
 - Project Name & Location
 - Brief Description of Project Scope
 - Date Completed
 - Photographs of Completed Project
 - Client Name, Contact Person, and Contact information (phone number, e-mail address, etc.)
- 3) Proposed gate design(s) (rendering) for this project. You may submit one or more than one. It will not be used against you if you submit only one. This design will be further developed through meetings with MRCA staff once gate artist is chosen. Gate designs will not be used unless they are from the chosen and contracted artist for this project or without permission.
- 4) Project Cost Proposal. Please itemize your proposal between costs for fabrication, engineering, installation, etc. Project cost proposal format should follow the “Schedule of Bid Items” form attached, with one line item per type of activity. Each line item should include anticipated hours for a project of this size/complexity, the proposed cost per hour for each item, and the subtotal.

This project is a public works project as defined in Labor Code Section 1720 and must be performed in accordance with the requirements of the California Labor Code. Contractors must be familiar with public works contracting procedures and must pay wages in accordance with the State of California Prevailing Wage Act.

MRCA is, and intends to be, conscious of the current project budget when selecting proposals. If proposals exceed the expected and allowed project budget for this advertized item, MRCA may not select any said proposals.

- 5) Proposed Schedule. Provide a proposed schedule for project completion including timeframe for fabrication, engineering and final installation. Include time for design meetings with MRCA, a design and submittal review period, and any other additional item you may deem necessary in your schedule. A completion date which will not be exceeded (but may be preceded) will be specified by an MRCA representative once the 100% Construction Drawings have been permitted.
- 6) Confirm Eligibility. The bidder represents and warrants that they, he, she, or the officers, directors, and/or employees of bidder are not related by blood or marriage to any member of the governing boards of the Santa Monica Mountains Conservancy, the Santa Monica Mountains Conservancy Advisory Committee, the Mountains Recreation and Conservation Authority, or any other joint powers authority for which the Mountains Recreation and Conservation Authority is a constituent member, or to any officer, director or staff member of any of the aforesaid public agencies. "Related by blood or marriage" is defined as being a parent, child (including step children), sibling, grandparent, grandchild, aunt, uncle, niece, nephew, spouse, domestic partner, father-in-law, mother-in-law, sister-in-law or brother-in-law. The MRCA reserves the right to immediately cancel any contract entered into if it discovers a breach of this warranty and representation. Bidder shall be liable for all damages sustained by the MRCA as a result of the breach.
- 7) Proposals must use the prescribed forms ("Bid Submission Form" and "Schedule of Bid Items"). All blank spaces for the bid prices must be filled in, in ink, in both figures and words where indicated. The MRCA reserves the right to reject any proposal improperly prepared or which does not contain all information required as indicated.

PROPOSAL SUBMITTAL:

One copy of the complete proposal is due at the LA River Center by 4 p.m. on Friday, April 4, 2014. The LA River Center address is 570 W. Avenue 26, Suite 100, Los Angeles, CA 90065. Please send the proposals to the attention of Liz Jennings.

Proposals received after the deadline will not be considered for the award of contract and shall be considered void and unacceptable.

Proposals shall be valid for a period of at least 90 days after the proposal submission date.

PROPOSAL SELECTION:

Selection will be based on a combination of cost (50%) and design (50%). Proposed deviations from the requirements will be noted and taken into consideration.

The request for proposals does not, in itself, order, purchase, or contract any specific items, nor does it create an obligation of funds. MRCA obligates funds through issuance of separate documents. *Mountains Recreation and Conservation Authority reserves the right to reject any or all proposals, to waive technicalities, to re-advertise, or to proceed otherwise when in the best interest of the agency.*

ABOUT THE MRCA

The Mountains Recreation and Conservation Authority (MRCA) is a local public agency exercising joint powers of [Santa Monica Mountains Conservancy](#), the [Conejo Recreation and Park District](#), and the [Rancho Simi Recreation and Park District](#) pursuant to Section 6500, *et seq.* of the Government Code.

The MRCA is dedicated to the preservation and management of local open space and parkland, watershed lands, trails, and wildlife habitat. The MRCA manages and provides ranger services for almost 60,000 acres of public lands and parks that it owns and that are owned by the Santa Monica Mountains Conservancy or other agencies and provides comprehensive education and interpretation programs for the public. The MRCA works in cooperation with the Conservancy and other local government partners to acquire parkland, participate in vital planning processes, and complete major park improvement projects

RFP TIMELINE

RFP Available	March 6, 2014
RFP Frequently Asked Questions Due	March 26, 2014
RFP Frequently Asked Questions Posted	March 28, 2014
RFP Proposals Due	April 4, 2014 at 4:00pm

CLIENT ADDRESS

Mountains Recreation and Conservation Authority
ATTN: Liz Jennings
570 West Avenue 26, Suite 100
Los Angeles, CA 90065

Attachment 2 – Scope of Work

SCOPE OF WORK

The MRCA anticipates that the selected artist will need to perform the following services (not necessarily in this order):

- 1) Work closely with MRCA staff to plan, create, and/or refine a design for the main entry gateway, and additional pedestrian access gate, at the future Franklin/Ivar Park. Preliminary design submittal shall include sketches, material specs, finishes, plans, and elevations as needed to communicate the design intent.
- 2) Adhere to each requirement of the MRCA's "Gate Specifications" attached hereto as exhibit A.
- 3) Hire/sub-consult with a licensed engineer to provide engineering and structural calculations for the gate(s) and corresponding posts so as to counter-balance and prevent any potential structural issues. MRCA is able to recommend an engineer, if needed.
- 4) Engineer shall design the post footings appropriate for the dimensions and weight of the designed gate(s).
- 5) Prepare, or have prepared (by engineer), plans and details that will outline the gate dimensions, post sizes, footing sizes, hinge sizes, meet all gate specification requirements, etc.
- 6) Fabricate, or hire a fabricator, and provide all components of the vehicular and pedestrian gate design for installation; including posts, entry double swing gate (each measuring 8 ft. wide by 6 ft. high) and a single swing gate (measuring 4 ft. wide by 6 ft. high) totaling approximately 20 ft of decorative gates (see plans attached hereto as Exhibit B for more accurate details).
- 7) Delivery: Artist is responsible for the actual delivery of the gate(s) and posts to the location of MRCA's choice.
- 8) Installation: Coordinate with other on-going site construction by MRCA's construction crews and MRCA's sub-contractors.
- 9) Installation: MRCA's construction contractor/subs will be responsible to pour the post footings, per the artist-provided engineered drawings and details.
- 10) Installation: Artist is responsible to install all the remaining elements of the gate(s).
- 11) Site visits, as needed, for thorough understanding and investigation of Project location, measurements, scope of work, etc.

- 12) Analysis and confirmation of existing site conditions, gate location, measurements, and documents that pertain to the project location prior to any fabrication or installation of the gate.
- 13) Meetings with client (MRCA) for coordination of project goals, scope of work, design, design refinement, and schedule.
- 14) Artist and artist's team must have the following capabilities:
 - a. California Licensed Engineer for gate(s), all related elements, and post footing engineering and structural calculations.
 - b. California Certified Welder for fabrication (if applicable).
 - c. California Licensed (Class B) Contractor for installation.
- 15) The selected artist, and his/her associated team, are required to meet MRCA's insurance requirements per Exhibit A.
- 16) In the event that the gates are completed before installation of the gates is possible at the project site, the artist will be responsible for storage of the gates, and for keeping them in good condition, until the time that they can be delivered and installed at the project site.

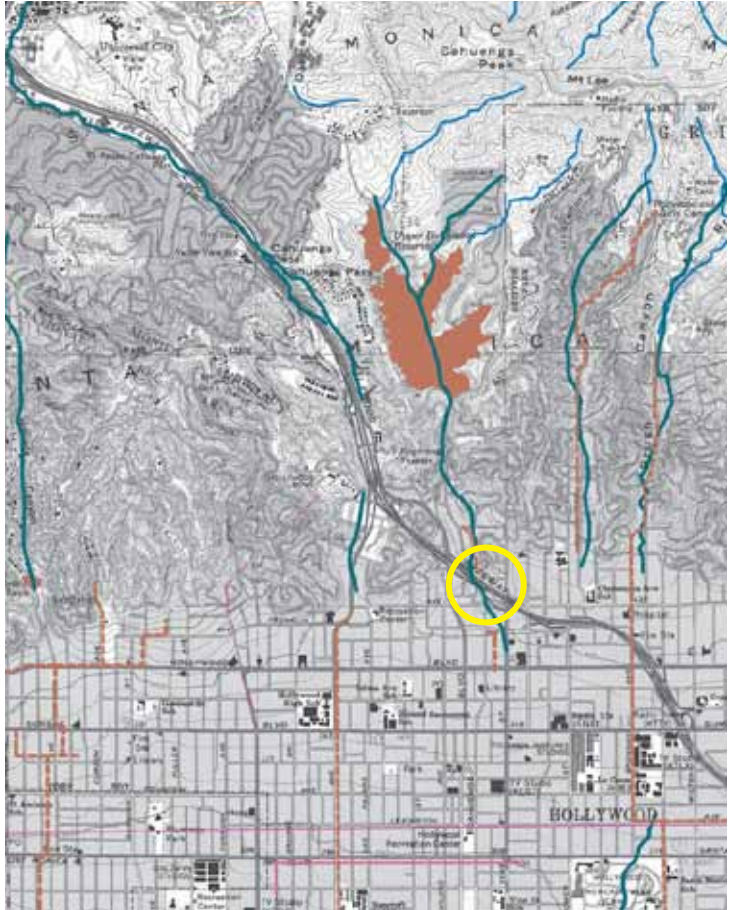
Attachment #3 - Illustrations 100% Design Development



FRANKLIN IVAR PARK

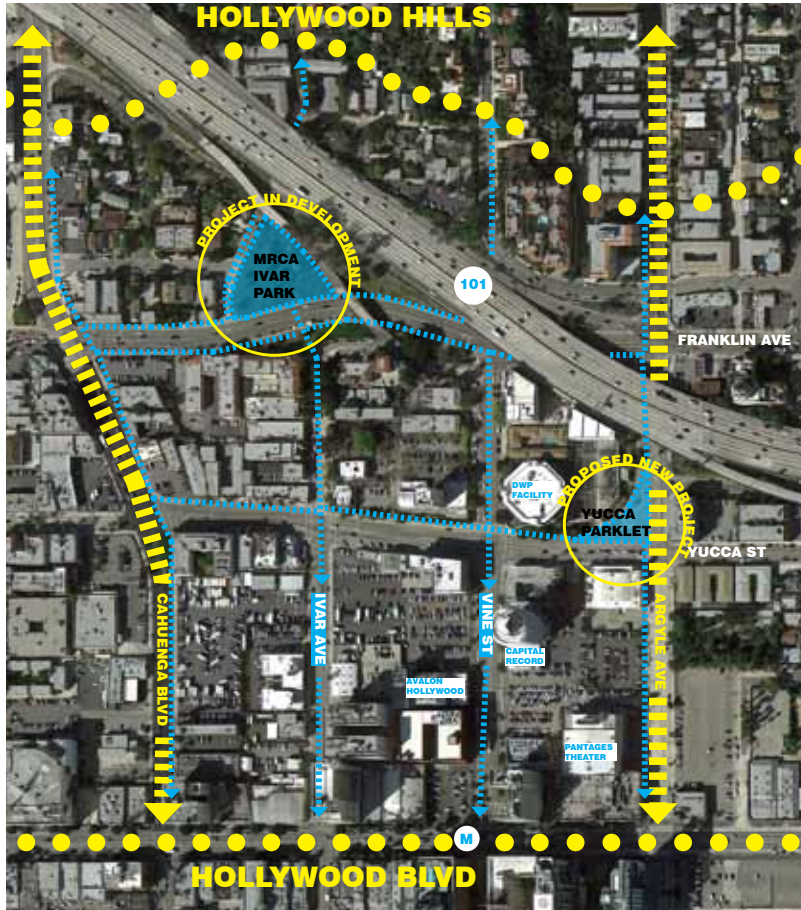
MIA LEHRER+ASSOCIATES
URBAN DESIGN LANDSCAPE ARCHITECTURE

DESIGN DEVELOPMENT
AUGUST 2013



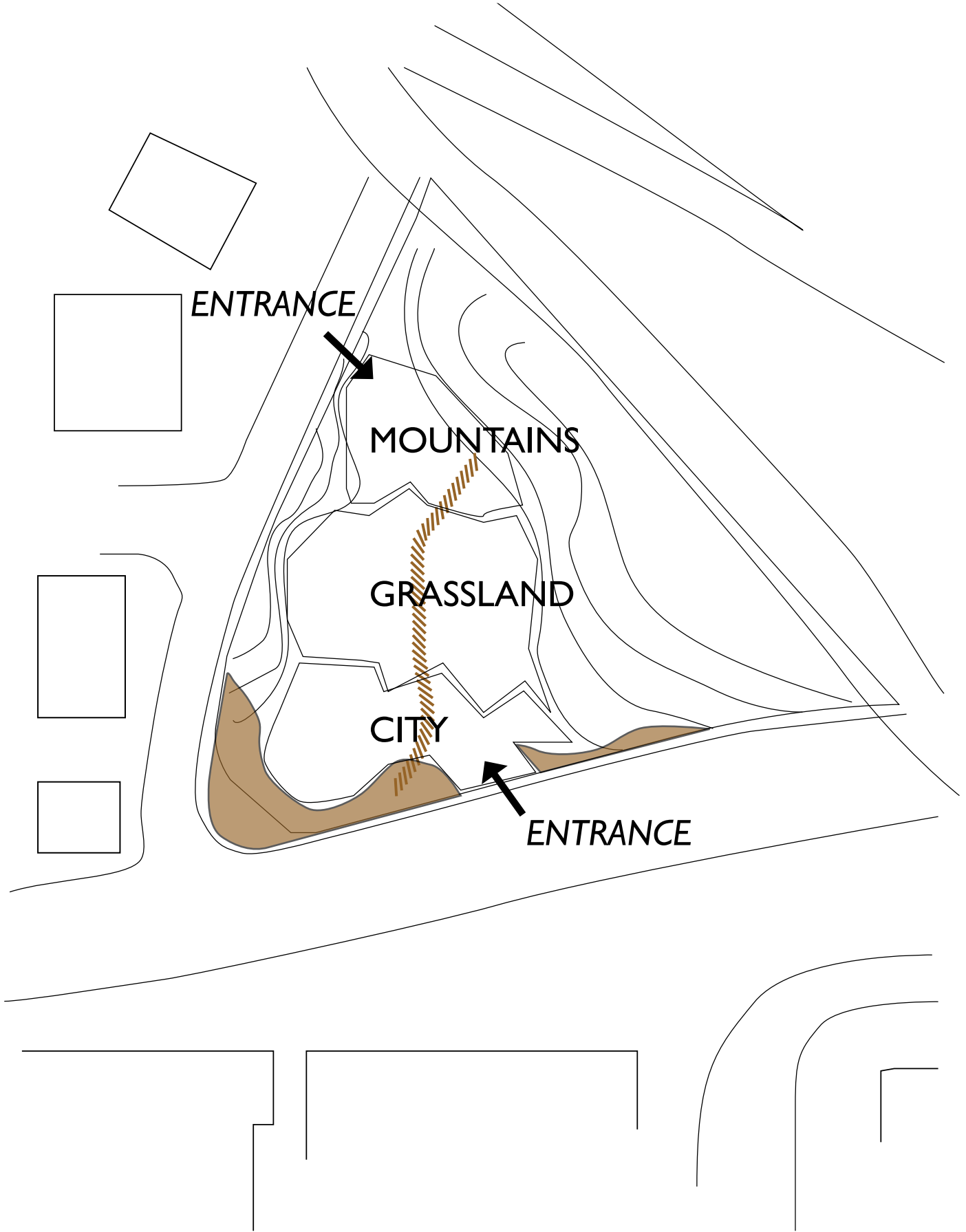
A CREEK RUNS THROUGH IT

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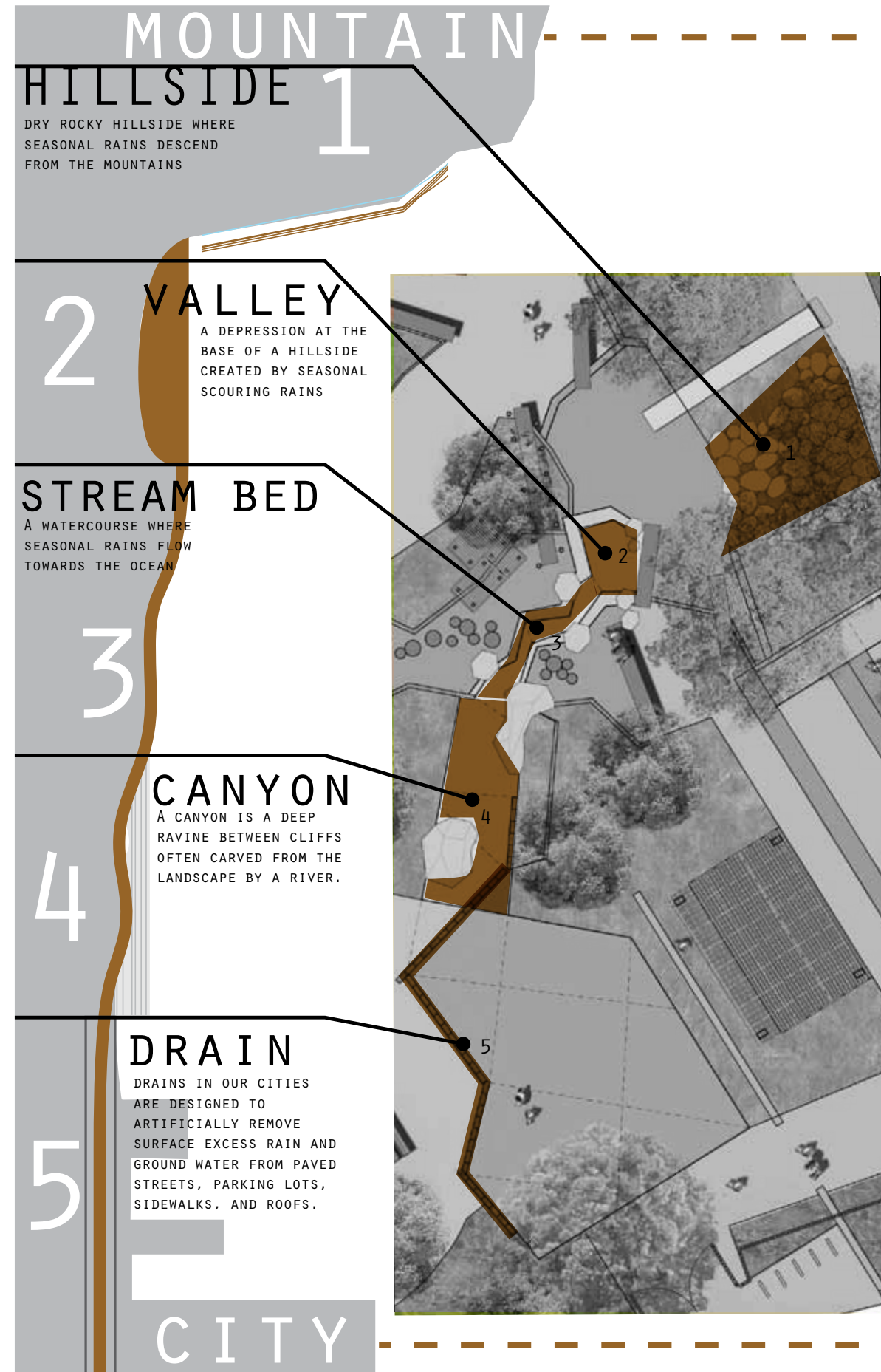
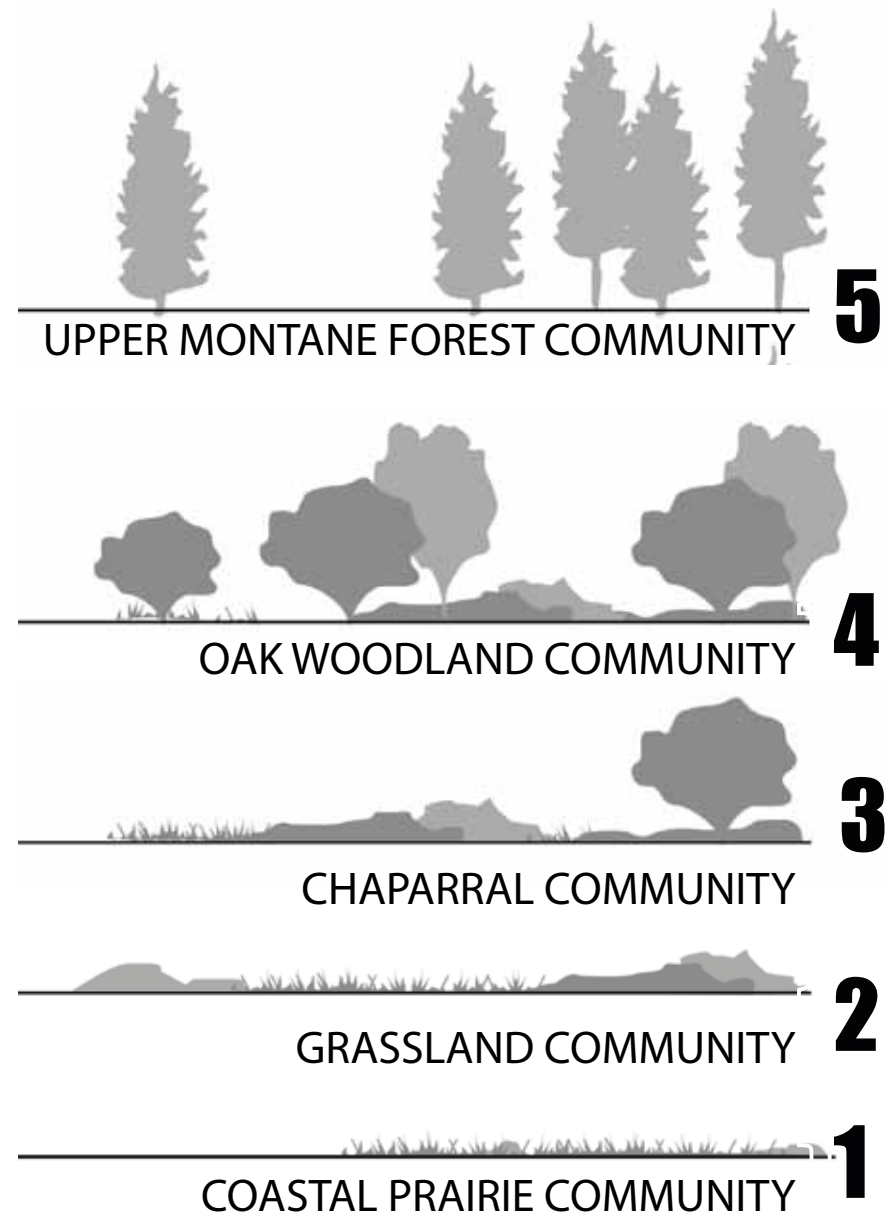
BETWEEN HILLS AND CITY

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FRANKLIN IVAR PARK

DESIGN DEVELOPMENT
AUGUST 2013

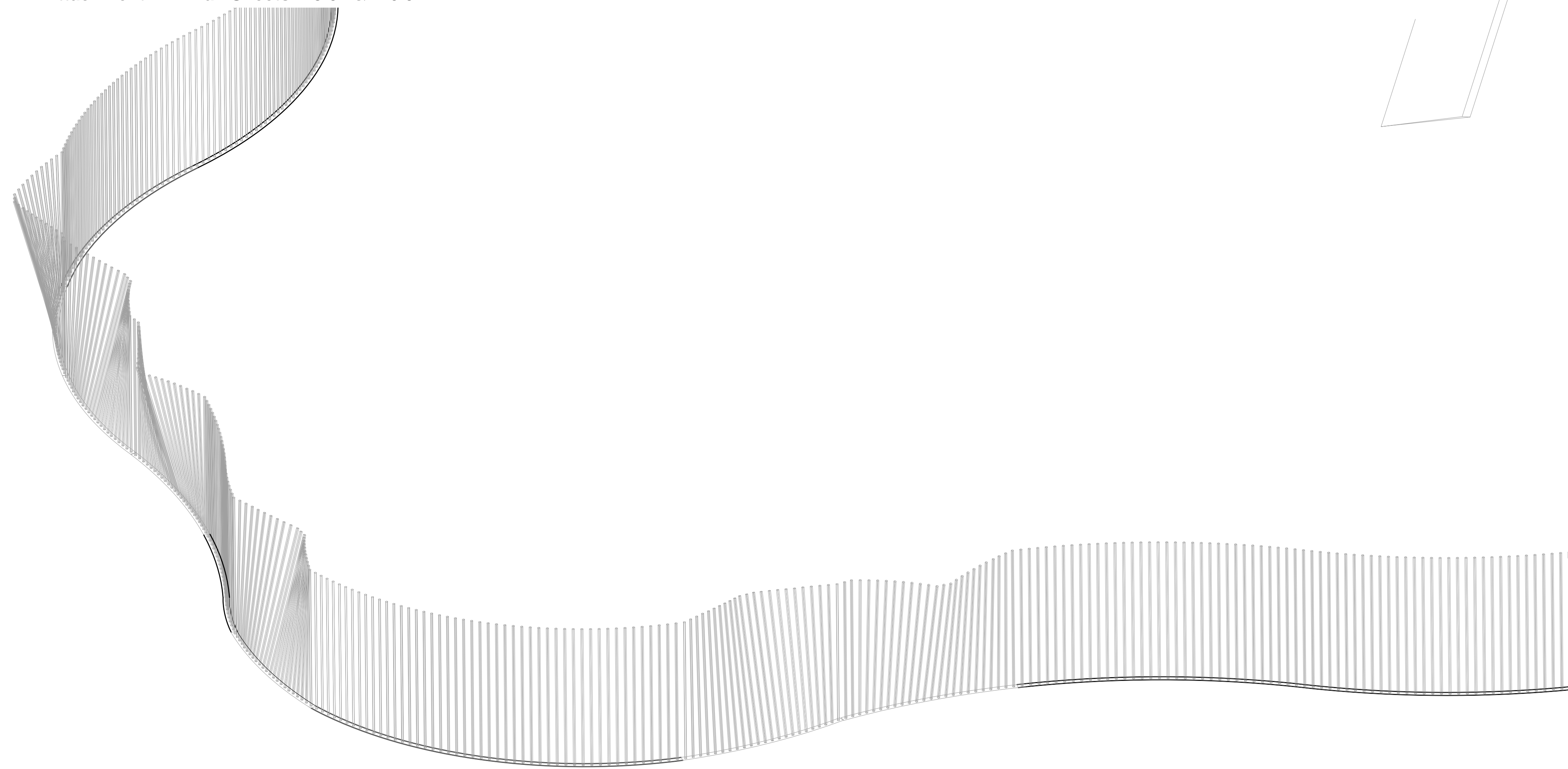


FROM THE
MOUNTAIN
TO THE CITY

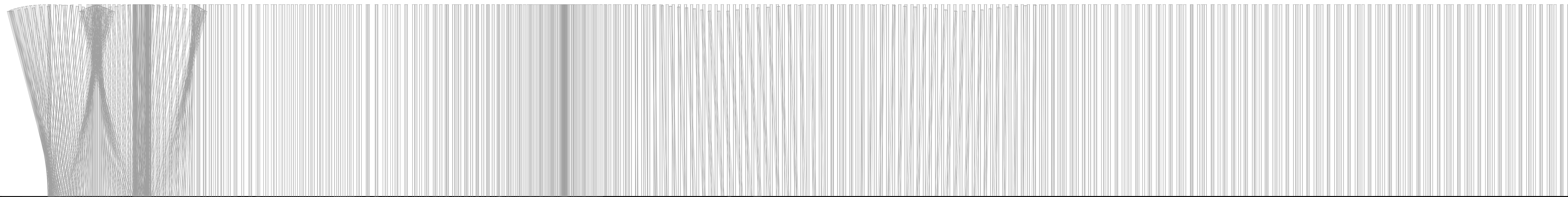
Attachment #4 - Plan Sheets L-5.04 & L-6.04



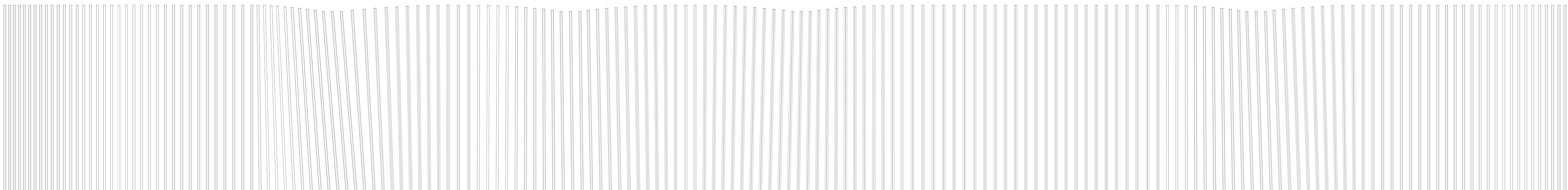
1 PLAN
1/8" = 1'-0"



2 ISOMETRIC VIEW
1/8" = 1'-0"



3 F-102 DECORATIVE FENCE A/F-103 DECORATIVE FENCE B ELEVATION
1/2" = 1'-0"



4 F-102 DECORATIVE FENCE A/F-103 DECORATIVE FENCE B ELEVATION
1/2" = 1'-0"

Project Title:
FRANKLIN / IVAR PARK
6351 W. FRANKLIN AVENUE,
HOLLYWOOD, CA. 90028

MIA LEHRER

+ associates
landscape architecture

3780 Wilshire Boulevard suite 250
Los Angeles, California 90010
tel 213/384-3844
fax 213/384-3833
e-mail office@mlagreen.com

Revisions:	
03.15.13	50% DD
04.15.13	80% DD
06.28.13	100% DD

THIS DRAWING IS AN INSTRUMENT OF SERVICE, IS THE PROPERTY OF THE LANDSCAPE ARCHITECT AND MAY NOT BE REPRODUCED WITHOUT THE LANDSCAPE ARCHITECT'S PERMISSION AND WRITTEN CONSENT. THE REPRODUCTION CARRIES THE LANDSCAPE ARCHITECTS NAME, ALL DESIGN AND OTHER INFORMATION SHOWN ON THE DRAWING ARE FOR USE ON THE SPECIFIC PROJECT ONLY AND SHALL NOT BE USED OTHERWISE WITHOUT WRITTEN PERMISSION FROM THE LANDSCAPE ARCHITECT.

WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR THE ACCURACY OF ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWING. USE THE COVERINGS AND LOCATIONS OF UTILITIES HAVE NOT BEEN VERIFIED INDEPENDENTLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION OF UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND ENGINEERING REQUIRED NOT INCLUDED IN THESE DRAWINGS OR, STRUCTURAL AND MECHANICAL ENGINEERING BY OTHERS, GRADING AND DRAINAGE BY OTHERS.

SHOP DRAWINGS MUST BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

100% DESIGN DEVELOPMENT

JUNE 28, 2013

Sheet Title:
ELEVATIONS FENCING

Date:
04/12/13

Project No:
IVA 2010

File Name:

Sheet Number:

L-5.04

NOT FOR CONSTRUCTION

Attachment 5 – Examples of other MRCA Gateway projects



Duquesne Ave. Gateway – Ballona Creek



Sepulveda Blvd. Gateway – Ballona Creek



Centinela Ave. Gateway – Ballona Creek



Inglewood Blvd. Gateway – Ballona Creek



Fiji Gateway – Ballona Creek



8th Street Park



Egret Park – L.A. River



MOUNTAINS RECREATION & CONSERVATION AUTHORITY
Los Angeles River Center and Gardens
570 West Avenue Twenty-six, Suite 100
Los Angeles, California 90065
Phone (323) 221-9944 Fax (323) 441-8691

BID SUBMISSION FORM AND SCHEDULE OF BID ITEMS

BID FORM FOR: **Decorative Gate Design, Fabrication, and Installation at Franklin/Ivar Park, Hollywood, Ca.**

A PROJECT OF: MOUNTAINS RECREATION AND CONSERVATION AUTHORITY
570 West Avenue 26, Suite 100
Los Angeles, CA 90065

INFORMATION

Name: _____ Check One: Corporation
 Partnership
 Sole Proprietor

Address: _____

Phone: _____ Fax: _____

Tax ID: _____ Email: _____

If sole proprietor or partnership:

Owner(s) of Company _____

DATE SUBMITTED: _____

Total Bid: _____ \$ _____
(words) (figures)

The Schedule of Bid Items must be included. In order for a bid to be responsive, all listed items, unit prices, and requested data must be quoted and correspond to bid amount.

The MRCA reserves the right to reject any and all bids, to accept other than the lowest bid, and to waive any informality in the bids.

The undersigned as bidder declares that he/she has carefully examined the Request for Proposals, that he/she has examined the Contract Documents (if applicable), and hereby proposes and agrees, if the proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the said Request for Proposals in the time and manner therein prescribed for the price set forth in the following schedule. The bidder is responsible for all quantity estimates and accuracy of

RFP — DECORATIVE GATE DESIGN, FABRICATION, AND INSTALLATION AT
FRANKLIN/IVAR PARK, HOLLYWOOD

those calculations. The undersigned has checked all words and figures inserted in the bid submittal, and understand that the MRCA will make no allowance for any error or omission on the part of the undersigned.

The bidder represents and warrants that they are an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin and sex in the performance of any contract or order resulting from this bid.

By submission of this bid, the bidder certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (a) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (b) Unless otherwise required by law, the prices which have been bid herein have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening of bids directly or indirectly to any other bidder or competitor; and
- (c) No attempt has been made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

The bidder represents and warrants that they, he, she, or the officers, directors, and/or employees of bidder are not related by blood or marriage to any member of the governing boards of the Santa Monica Mountains Conservancy, the Santa Monica Mountains Conservancy Advisory Committee, the Mountains Recreation and Conservation Authority, or any other joint powers authority for which the Santa Monica Mountains Conservancy is a constituent member, or to any officer, director or staff member of any of the aforesaid public agencies. "Related by blood or marriage" is defined as being a parent, child (including step children), sibling, grandparent, grandchild, aunt, uncle, niece, nephew, spouse, domestic partner, father-in-law, mother-in-law, sister-in-law or brother-in-law. The MRCA reserves the right to immediately cancel any contract entered into if it discovers a breach of this warranty and representation. Bidder shall be liable for all damages sustained by the MRCA as a result of the breach.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Authorized Signature _____

Name: _____

Title: _____

Executed this _____ day of _____, 2014 at _____, California.

SCHEDULE OF BID ITEMS

ITEM	QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
Fabrication		HOURS	\$	\$
Materials		EACH	\$	\$
Engineering		HOURS	\$	\$
Installation		HOURS	\$	\$
Other (list)		EA/HRS	\$	\$
		SUBTOTAL		\$
		CALIFORNIA SALES TAX (9.75%):		\$
		DELIVERY:		\$
		OTHER (EXPLAIN):		\$
TOTAL BID AMOUNT				\$

UNIT PRICES TO INCLUDE: Storage for up to 30 days, and warranties as specified.

MOUNTAINS RECREATION AND CONSERVATION AUTHORITY

Los Angeles River Center and Gardens
570 West Avenue 26, Suite 100
Los Angeles, CA 90065
(323) 221-9944 (323) 221-9934 fax

STANDARD AGREEMENT

This agreement is made and entered into on this _____ day of _____, 2013 between the MOUNTAINS RECREATION AND CONSERVATION AUTHORITY ("MRCA"), 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 _____, ("Consultant").

MRCA and Consultant hereby agree to the following:

Continued on the following four (4) pages and exhibits

**MOUNTAINS RECREATION AND
CONSERVATION AUTHORITY**

, California

Signature

Signature

Principal

Cara Meyer
Contracts Officer

FOR OFFICE USE ONLY

Agreement Amount	\$	CONTRACT NUMBER MRCA	TAX ID #	REVIEW /APPROVAL Project Manager	INITIALS/DATE
Amt. Prev. Encumbered	\$0	Organization Set/Accounting Codes		Division Chief	
Total	\$	Project Name:		Jeff Jones Asst. Financial Officer	

Consultant Name
MRCA Contract Number
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SCOPE OF WORK: Consultant shall . Scope of work is further described in Exhibit A- Consultant's proposal dated and the Request for Proposals dated .

TERM OF AGREEMENT: The term of this Agreement shall run from , 2013 until , 2012 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 Consultant 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 Consultant 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 Consultant terminates this Agreement during the term of agreement as defined above, or fails to complete the project as described in the "Scope of Work", Consultant shall be liable for repayment to the MRCA of any amount paid by the MRCA under this Agreement for which work has not been performed. The MRCA may at its sole discretion consider extenuating circumstances and not require payment for work partially completed.

COMPENSATION: Total compensation shall not exceed \$, including \$ for fee and \$ for reimbursable expenses including but not limited to supplies, travel and printing. Consultant shall not incur additional expenses without the written prior approval of the Contracts Officer. Invoices shall clearly indicate services under this contract.

PAYMENT: Fees shall be paid to Consultant upon submission of invoices documenting completion of milestones and receipt of deliverables, no more often than monthly. Invoices for reimbursables must contain detail of expenses and be supported by receipts. Invoices for staff time must be substantiated by an hourly breakdown. Reimbursables will be paid at Consultant's cost and shall be listed separately from fee.

CONDITIONS:

1. Consultant shall indemnify and hold harmless the MRCA, its officers, agents and employees and if applicable the granting agency, against all claims of damages to the extent caused by the negligence, recklessness, or willful misconduct of the Consultant or its subcontractors or agents. Consultant shall obtain a policy of comprehensive liability insurance and worker's compensation insurance as required by law. Consultant shall maintain such policies in full force and affect at all times until acceptance of work by MRCA.
2. Consultant, and the agents and employees of the Consultant, 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 project manager. Consultant shall contact the project manager if there are any questions or problems concerning this contract.
4. Without written consent of the MRCA, this Agreement is not assignable by Consultant either in whole or part. In the event of Consultant's death if a sole proprietor, or the dissolution of a partnership or corporation, or the transfer by sale or other means of Consultant's firm, it shall be

Consultant Name
MRCA Contract Number
Page 3

the MRCA's sole right to specify to which principal or company this contract shall be assigned.

5. Consultant acknowledges that 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. Consultant, 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 had been issued against the Consultant within the immediately preceding two year period because of the Consultant's failure to comply with an order of a Federal court which orders the Consultant to comply with an order of the National Labor Relations Board (Public Contract Code 10296).

8. Consultant agrees to provide the MRCA with an executed Form 19 Nondiscrimination Compliance Statement, Exhibit B.

9. If Consultant intends to hire or retain any other person, firm or corporation (sub-consultant) to perform the scope of work or other professional services under this Agreement, the selection of such sub-consultant shall be subject to MRCA's approval, provided that nothing herein contained shall be deemed to create any contractual relationship between MRCA and any professional so employed by Consultant. If it is determined that Consultant will contract directly with such sub-consultants, the following provisions shall apply: (i) any such sub-consultant shall be employed at Consultant's own cost and expense and shall be duly licensed in its field of specialization by the appropriate governmental authorities; (ii) Consultant shall be fully responsible to MRCA for the services rendered by such other parties; (iii) Consultant shall secure the written agreement of any such party that such party shall assume and agree to be bound by the same obligations as Consultant has assumed under the provisions of this Agreement; and (iv) Consultant shall provide MRCA with a copy of each such written agreement.

10. Consultant agrees to provide the MRCA with proof of Workman's Compensation Insurance.

11. This agreement may be executed in counterparts, each of which shall be deemed an original.

12. Consultant agrees to comply with all applicable Federal, State and local laws, rules, regulations or ordinances.

13. Consultant and all sub-consultants shall be licensed by the State of California in accordance with applicable laws and regulations.

14. The services rendered in the performance of this Agreement by Consultant will conform to the best practices of the industry or profession. Consultant shall at all times provide sufficient personnel to perform its services.

15. Consultant shall perform all of the services described herein and such other services as are customarily furnished in connection therewith.

16. Consultant shall perform the services in a professional manner and in accordance with such

Consultant Name
MRCA Contract Number
Page 4

goals, objectives, guidelines and standards for the Project as may, from time to time, have previously been transmitted to Consultant.

17. MRCA shall deliver to the Consultant for its use data and information relevant to the Consultant's scope of work and in MRCA's possession. Consultant is entitled to rely upon the accuracy and completeness of all information provided by MRCA and shall provide prompt notice to MRCA upon discovery of any error, omission, or inconsistency in the information.

18. Consultant shall promptly correct or clarify any errors, ambiguities or deficiencies found in any documents, reports, or studies prepared by Consultant and attributable to errors or omissions of Consultant and no compensation shall be paid to or claimed by Consultant for services required to correct such deficiencies.

19. MRCA reserves the right to do other work in connection with this or any project by contract or otherwise. MRCA may employ contractors and other professionals in connection with the Project and Consultant shall cooperate and coordinate its services with that of such contractors and professionals as required to facilitate reasonable, orderly, and timely completion of the Project.

20. Concurrently with execution of this contract, Consultant shall furnish to MRCA a certificate of insurance from insurer evidencing compliance in accordance with the following requirements.

A. An insurance policy for professional Errors and Omissions and Liability Insurance effective at the time of execution of this contract with the policy period extending throughout the completion of the work.

1. Policy shall protect the Mountains Recreation and Conservation Authority, the Conejo Recreation and Park District, the Rancho Simi Recreation and Park District, the Santa Monica Mountains Conservancy and the State of California, and their employees, agents, directors, and officers while acting within the scope of their duties, against all claims, suits, or other actions of any nature brought for or on account of any injury, damage, or loss, including death, to the extent caused by negligent acts, errors or omissions of Consultant in connection with the work performed under this Contract.

2. Minimum limits of coverage of the policy shall be:
\$1,000,000.00 per claim and \$1,000,000.00 aggregate.

B. Terms of Policies:

1. Insurer shall not cancel or modify policy coverage without ten (10) days prior written notice to MRCA.

2. MRCA shall not be responsible for any premiums or assessments on policy.

21. If Consultant's services involve work which will be constructed, performed, or carried out by MRCA or MRCA's contractors, MRCA shall be the judge of performance of such work, in MRCA's sole discretion.

22. The MRCA acknowledges the Consultant's Documents, including electronic files, as

Consultant Name
MRCA Contract Number
Page 5

instruments of professional service. Nevertheless, the final documents prepared under this Agreement, including electronic files, shall become the property of MRCA upon completion of the services and payment of fee due Consultant for services rendered. Instruments of professional service provided in electronic media form, once released by Consultant, may be subject to inaccuracies, anomalies and errors due to electronic translation, formatting or interpretation. Consultant is not responsible for errors and omissions because of these conditions, nor for those resulting from conversion, modification, misinterpretation, misuse or reuse by others after electronic media is released by Consultant.

23. Unless otherwise specified, submittals to MRCA shall include five (5) printed full size drawing sets (bound); all electronic files of drawings in AutoCAD format; and PDF files of drawings for viewing. PDFs of final documents shall bear Consultant's seal and signature. Other materials shall be submitted on the Consultant's or sub-consultant's letterhead as applicable.

Exhibit A- Consultant's Fee Proposal Summary

Exhibit B- Form 19 Nondiscrimination Compliance Statement

Exhibit C- Request for Proposals

Attachment 6 – Sample Agreement

Exhibit A – Consultant’s Fee Proposal Summary

Exhibit B - Form 19 Nondiscrimination Compliance Statement

1. During the performance of this contract, the recipient, Consultant shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Consultant shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
2. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et. seq.), the provisions of Article 9.5, Chapter 1, Part , Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted by the awarding State agency to implement such article.
3. Recipient, Consultant, shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
4. The Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

STATEMENT OF COMPLIANCE

_____ (Company Name), hereinafter referred to as "prospective Consultant", hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code Title II, Division 4 Chapter 5 in matters relating to the development, implementation and maintenance of a nondiscrimination program. Prospective Consultant agrees not to unlawfully discriminate against any employee or applicants for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or age (over forty).

I _____ (Name of Official) hereby swear that I am duly authorized to legally bind the prospective Consultant to the above-described certification. I am fully aware that this certification executed on _____ (Date) in the county of _____ (County) is made under the penalty of perjury under the laws of the State of California.

Signature

Title

Exhibit C - Request for Proposal

Exhibit A

GATE SPECIFICATIONS

- A. Gate(s) and corresponding posts must be engineered to counter-balance.
- B. Gate posts and hinges are considered a part of the overall gate and shall be provided by the artist/fabricator.
- C. Footings of the gate posts must take into account and not interfere with the footings of river rock pilasters (if applicable) or other above and/or below ground items within immediate vicinity. It is the gate artists' responsibility to make sure to obtain copies of the pilaster details or details pertaining to any other items which may affect the post footings for your engineer.
- D. Maximum weight of each gate panel attached to a post shall not exceed 500 Lbs.
- E. Gate(s) must have a locking mechanism (without the need for a chain) that enables the presence of a separate lock on both sides of the gate (bicycle path and street side) making it very easily accessible (lockable/un-lockable). The design for the locking mechanism must be submitted to and approved by the MRCA prior to fabrication.
- F. The height of the locking mechanism must be between 3ft - 4ft from the ground unless otherwise specified by the MRCA or gate engineer.
- G. MRCA reserves the right to provide preferred design details for the lock(s), posts, can bolt(s), or any other portion of the gate, which then must be used and fabricated by the artist and/or fabricator.
- H. Gate(s) must be able to open fully to a right angle, with a latch or mechanism to hold the gate open (both vehicle access and pedestrian access sides of gate). If mechanism is a material other than a cane bolt, it is to be authorized by appropriate MRCA staff.
- I. The latch, cane bolt or other approved mechanism must be functional: Site conditions must be observed beforehand by artist, fabricator and/or engineer in order to ensure that appropriate latch, cane bolt or other approved mechanism has full functionality.
- J. The height of the side of the gate(s) and associated posts (if adjacent to a pilaster) must not exceed the height of the pilaster.
- K. The lowest point of the gate shall never be less than 5.5 feet in height.
- L. The space between the bottom of the gate and the ground must be between 4" unless otherwise specified by the MRCA or gate engineer.
- M. Gates must be treated to prevent rust. Proposed treatment process must be submitted to MRCA staff to approval.
- N. Paint color shall be submitted to and approved by appropriate MRCA staff before finalizing and painting the gate(s).

Exhibit A

- O. Gate(s) must not have gaps larger than 4 inches between the metal/steel rods in the design and the final product.
- P. The gate fabricator must have a current California Welder's License. Proof of this license is to be submitted to the appropriate MRCA project manager before a final Contract for the overall gate work (including design) can be executed.
- Q. The Artist is expected to enter into a standard agreement with MRCA and shall comply with all provisions, including insurance requirements. Proof of up-to-date insurance is to be submitted to the appropriate MRCA project manager before a final Contract for the overall gate work (including design) can be executed.
- R. The individual installing the gate(s) (if other than the General Contractor) must have a current California Contractor's License (Class B) or Specialty License and Insurance. Proof of this license and insurance is to be submitted to the appropriate MRCA project manager before a final Contract for the overall gate work (including design) can be executed.
- S. Should the gate artist be contracted to simply design and fabricate an "insert" for the gate frame(s), the maximum weight and size specifications shall be provided by the MRCA.
- T. Once the gate(s) has/have been delivered the gate design(s), drawing(s) and gate(s) themselves shall be the property of the MRCA. MRCA reserves the right to alter or request to alter the gate design, color, location, etc.
- U. There shall be a 5-year warranty on all materials and manufacture of the gate(s). Artist shall be liable for any and all damages within this time frame and for the cost of labor and materials associated with those damages.

END OF SECTION

GATE SPECIFICATIONS



MOUNTAINS RECREATION & CONSERVATION AUTHORITY

Los Angeles River Center and Gardens
570 West Avenue Twenty-six, Suite 100
Los Angeles, California 90065
Phone (323) 221-9944 Fax (323) 441-8691

BID SUBMISSION FORM AND SCHEDULE OF BID ITEMS

BID FORM FOR: Decorative Gate Design, Fabrication, and Installation at Franklin/Ivar Park, Hollywood, Ca.

A PROJECT OF: MOUNTAINS RECREATION AND CONSERVATION AUTHORITY
570 West Avenue 26, Suite 100
Los Angeles, CA 90065

INFORMATION

Name: LT Mustardseed _____ Check One: Corporation
 Partnership
 Sole Proprietor

Address: 335 S. Ave 52, Los Angeles CA 9042 _____

Phone: 323) 445.5625 _____ Fax: _____

Tax ID: 27_- 1238255 _____ Email: Ltmustardseed@yahoo.com _____

If sole proprietor or partnership:

Owner- Kristen Willis DBA "LT Mustardseed Sculpture And Design" _____

DATE SUBMITTED: May 9, 2014

TotalBid: Thirty Five Thousand Seven Hundred and Twenty Two

\$35,722

The Schedule of Bid Items must be included. In order for a bid to be responsive, all listed items, unit prices, and requested data must be quoted and correspond to bid amount.

The MRCA reserves the right to reject any and all bids, to accept other than the lowest bid, and to waive any informality in the bids.

The undersigned as bidder declares that he/she has carefully examined the Request for Proposals, that he/she has examined the Contract Documents (if applicable), and hereby proposes and agrees, if the proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the said Request for Proposals in the time and manner therein prescribed for the price set forth in the

RFP — DECORATIVE GATE DESIGN, FABRICATION, AND INSTALLATION AT
FRANKLIN/IVAR PARK, HOLLYWOOD

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following schedule. The bidder is responsible for all quantity estimates and accuracy of those calculations. The undersigned has checked all words and figures inserted in the bid submittal, and understand that the MRCA will make no allowance for any error or omission on the part of the undersigned.

The bidder represents and warrants that they are an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin and sex in the performance of any contract or order resulting from this bid.

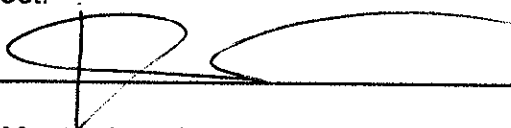
By submission of this bid, the bidder certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (a) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (b) Unless otherwise required by law, the prices which have been bid herein have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening of bids directly or indirectly to any other bidder or competitor; and
- (c) No attempt has been made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

The bidder represents and warrants that they, he, she, or the officers, directors, and/or employees of bidder are not related by blood or marriage to any member of the governing boards of the Santa Monica Mountains Conservancy, the Santa Monica Mountains Conservancy Advisory Committee, the Mountains Recreation and Conservation Authority, or any other joint powers authority for which the Santa Monica Mountains Conservancy is a constituent member, or to any officer, director or staff member of any of the aforesaid public agencies. "Related by blood or marriage" is defined as being a parent, child (including step children), sibling, grandparent, grandchild, aunt, uncle, niece, nephew, spouse, domestic partner, father-in-law, mother-in-law, sister-in-law or brother-in-law. The MRCA reserves the right to immediately cancel any contract entered into if it discovers a breach of this warranty and representation. Bidder shall be liable for all damages sustained by the MRCA as a result of the breach.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Authorized Signature _____



Name: Kristen Willis / LT Mustardseed

Title: Artist

RFP — DECORATIVE GATE DESIGN, FABRICATION, AND INSTALLATION AT
FRANKLIN/IVAR PARK, HOLLYWOOD

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Executed this 09 Day of May, 2014 at Los Angeles, California.

RFP — DECORATIVE GATE DESIGN, FABRICATION, AND INSTALLATION AT
FRANKLIN/IVAR PARK, HOLLYWOOD

SCHEDULE OF BID ITEMS

ITEM	QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
Fabrication		HOURS	\$	\$ 14,000
Materials		EACH	\$	\$ 4,500
Engineering		HOURS	\$	\$ 5,000
Installation		HOURS	\$	\$ 2,000
Other (list)		EA/HRS	\$	\$
Finish				\$ 3,000
Metal Forming				\$ 2,500
		SUBTOTAL		\$ 31,000
		CALIFORNIA SALES TAX (9.75%):		\$ 3,022
		DELIVERY:		\$ 1,000
		OTHER (EXPLAIN): 5% contingency		\$ 1,700
TOTAL BID AMOUNT				\$ 35,722

UNIT PRICES TO INCLUDE: Storage for up to 30 days, and warranties as specified.

LT Mustardseed
323.445.5625
ltmustardseed@yahoo.com, ltmustardseed.com

Team List

Artist- LT Mustardseed

Engineer- Solmi Gin P.E.
IDG Structural Engineering, INC. 6040 N. Figueroa St. LA, CA 90042

Fabricator- LT Mustardseed LA City Certified Structural Steel

Delivery and Installation- Daniel Blanciai,
Harris Fence, 8728 So. San Pedro St. Los Angeles, CA 90003

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Public Art Experience

Public Art Commission from Mountains Recreation Conservation Authority “Wetlands” 45’ decorative 3D metal mural located at Ballona Creek/Wetlands in Marina Del Rey 2013.

Public Art Commission from the City of Pasadena “Community” together working with North East Pasadena Youth and the Armory to be installed 2013.

City of Pasadena “Rotating Art Program”, 2011–2013 two designs selected for an 18mos display highlighting urban areas in Pasadena.

International Land Art - Two Permanent Public Art works built during a two week Residency in Sang Village, Ghana Africa 2013.

Public Art Commission from the City of Santa Clarita, CA “Tiger Swallowtail” 2012.

Public Art Commission from the City of Santa Clarita, CA “Yerba Santa” 2012.

Public Art Consultant for Cityworks Design/MTA “Eastside Access” project 2011–current. Artist participates in team and community meetings, creates design concepts and wayfinding elements between four transit stations. Mariachi Plaza to Indiana station from 30–70% design, including streetscape design, site furnishing, and lighting elements.

Public Art commission from the City of Ventura, CA “Artistic Bike Racks” 2010. 2 original designs selected. Covered all phases of project from coordinating with city planning and engineering, to design, fabrication and installation.

Temporary Public Art Commission from Los Angeles Bike Coalition/Gene Autry Museum, “LA River Ride” June 2010. “Whimsical Bike Arch”, covered all phases of Project from design concept use of recycled bike parts and steel, fabrication and installation.

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Temporary Pubic Art Commission from LACMA The Los Angeles Art and Music Festival LACMA Muse 2010. "Whimsical Bike Arch" Selected, covered all phases of Project from design, fabrication and installation.

Public Art commission from the City of Palm Desert CA "El Paseo Invitational 2008/10. Two works were selected. Covered all phases of Project from design, fabrication and installation.

Public Art commission from the City of Long Beach CA "Spin" the Cal Amgen Tour" 2007. Three works selected. Covered all phases of project from design, fabrication and installation.

Public Art commission from Goldenvoice "Coachella Music and Arts Festival" 2007. "The Aquatic Temple" a 40' x 40' installation. Covered all phases of project from concept, design, fabrication and installation.

Public Art commission from Goldenvoice "Coachella Music and Art Festival" 2005. "Serracenia Carnivorous" a 40' x 40' multi media sculptural installation. Covered all phases of project from concept, design, fabrication and installation.

Public Art commission from Goldenvoice "Coachella Music and Arts Festival" 2004. "Dragonfly" a 30' x 30'w x 16'h multi media sculptural installation. Covered all phases of project from concept, design, fabrication and installation.

Design Team Public Art

"Noah's Ark"– Skirball Cultural Center–Los Angeles, lead metal sculptor and team member. Conceptualized, fabricated and installed over 200 metal animal sculptures, permanent installation 2006–present.

"Omaha Children's Museum" – Team member, involved in all phases of fabrication, permanent installation 2006–present.

"Dino Exhibit" Discovery Science Center–Santa Ana, California – Team member, certified welder, sculptor permanent installation 2006–present.

"Once Upon A Time" an interactive, traveling exhibition – Team member lead metal sculptor 2006.

"For Love" (Westfield Malls) – Team member, lead metal sculptor, metal fabrication permanent installation 2006–present.

"Sea World, Sea Lion Otter Show"– Team member, lead metal fabrication, sculptor, and installation, a permanent installation 2005–present.

"Six Flags" – Team member, lead design and fabrication a permanent theme park installation 2004–present.

"California Academy of Science"– Team member, lead fabricator a permanent public installation 2004–present.

"Hummer Installation ICT" – Team member, over seeing on location design and fabrication, a permanent training installation at Fort Sills Army base 2003.

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“Disney” Team member, certified welder and fabrication, several permanent installations for USA, Hong Kong and Tokyo theme parks 2003–2005.

“Draka The Fire Dragon”– Team member, metal sculptor mixed media for Burning Man Festival. Worked closely with commissioned Artist Lisa Nigro, on design and fabrication 2000.

Work History Design Build

LT Mustardseed Sculpture and Design, Los Angeles, CA– Lead Artist/Designer, daily duties include overseeing shop performance, build, running a crew, design build construct, install www.ltmustardseed.com 2004–current

Education and Training History

US Naval Veteran NATO 1988–95 Participated in Desert Storm.

AWS Certified, Structural Steel 2002–current

LA City certified structural– manual process and structural–semi automatic 2002–current

Los Angeles Trade Technical College, 2000–2002

University of Oslo, Norway 1993–1995

University of Maryland 1989–1990

Self Taught Non Institutionalized Artist

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Image List

**Ballona Creek Wetlands Mural
Completed 2012
MRCA Commissioning Agency
Project Manager-Melissa Guerrero
Melissa.guerrero@mrca.ca.gov
323.221.9944 x8937**

**Residential Swing Gate River Theme
Completed 2013
Home Owner-Fabiola Torres
818. 515.9865**

**Residential Fence
Completed 2012
Home Owner-LT Mustardseed**



PRIVATE PROPERTY
NO UNAUTHORIZED PARKING
Vehicles will be towed
AWAY AT OWNER'S RISK
NO TRESPASSING
PRIVATE PROPERTY



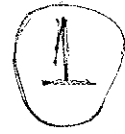




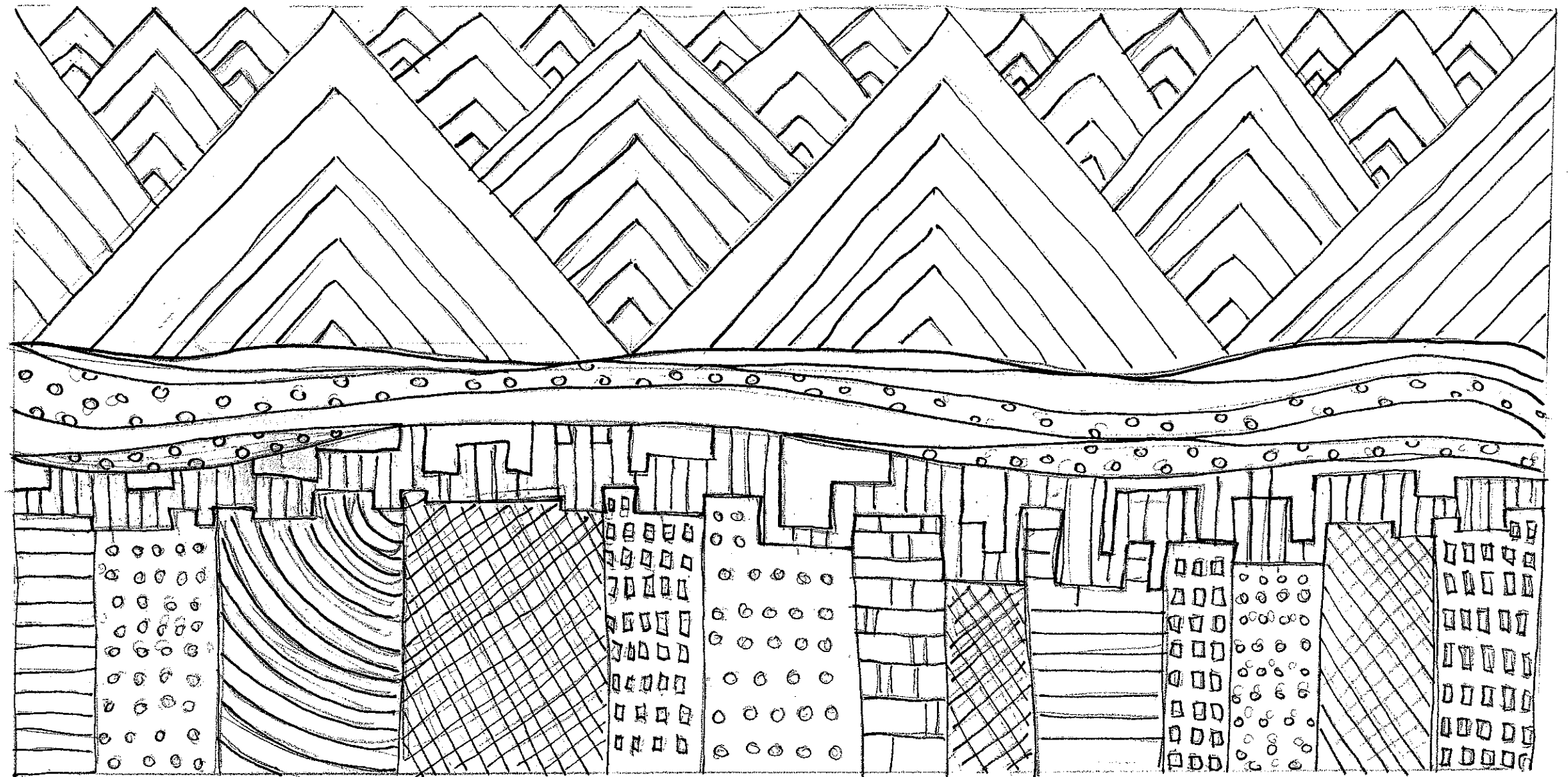








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