

**DATE:** May 23, 2016

**TO:** Watershed Conservation Authority Governing Board

**FROM:** Johnathan Perisho, Project Manager

**THROUGH:** Mark Stanley, Executive Officer

**SUBJECT:** Item 11: Consideration of a resolution to award a sole source contract to Brett Goldstone for environmental art sculptures for the San Gabriel River Bike Trail Gateway Enhancement Project

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**RECOMMENDATION:** That the WCA Governing Board approve the award of a sole source contract to Brett Goldstone for environmental art sculptures for the San Gabriel River Bike Trail Gateway Enhancement Project in an amount not to exceed \$22,000.

**PROJECT DESCRIPTION:** The WCA received Prop A grant funding through the Los Angeles County Regional Park and Open Space District for a project known as the San Gabriel River Bike Trail Gateway Enhancement Project to improve the visibility and safety of the San Gabriel River Bikeway crossing at the heavily trafficked Arrow Highway intersection.

**BACKGROUND:** In June 2010 a grant agreement for \$84,000 was executed between the WCA and Los Angeles County Regional Park and Open Space District for the First Supervisorial District Excess Funding to implement a place-making art installation referred to as the San Gabriel River Bike Trail Gateway Enhancement Project. The project site is located adjacent to the Santa Fe Dam at the busy crossing of the San Gabriel River Bike Trail over the Arrow Highway (Exhibit A) to improve visibility and safety.

The project scope originally included landscaping and decorative monument signage within both the City of Irwindale street right-of-way (ROW) and the Santa Fe Flood Control Basin, which is under the jurisdiction of the U.S. Army Corps of Engineers (USACE). A multi-year long consultation with USACE and the City was unsuccessful in attaining the USACE's approval to permit the proposed improvements. However, the City has remained supportive of project elements. The project scope therefore evolved throughout 2014 to include sculptural art and interpretive signage solely within the City's ROW jurisdiction (Exhibit B).

Local San Gabriel Valley Conservation Corps (SGVCC) was engaged to provide an estimate to prepare the site, contract with a sculptural artist, and complete the installation of the project. The artist, Brett Goldstone, renown for his nature-focused sculptural metalwork and artistic gates along the LA River, was consulted to prepare a concept. A conceptual site plan and sketches were prepared and submitted to the City for review and approval of an encroachment permit to allow installation within their right-of-way. The permit and agreement was approved in October 2015 and finalized in December 2015 (Exhibit C).

Staff completed a preliminary CEQA review and determined that the proposed project constituted a Categorical Exemption pursuant to Section 15303 (Class 3: New Construction or Conversion of Small

Structures) and Section 15304 (Class 4: Minor Alterations). The Santa Fe Dam Bike Trail Enhancement Project involves placement of interpretive signage, production and installation of environmental art sculptures, site preparation work, and minor alteration to land. Staff filed a CEQA Notice of Exemption (NOE) with the Los Angeles County Clerk following WCA Board approval of the project in January 2015.

In March, with the permit agreement in hand and with the public notification period having ended, the preparations to start work on the project began. It was during this time that the WCA became aware of SGVCC's status as a certified State Corps was under administrative review in Sacramento. The resulting uncertainty surrounding the Corps future status together with the immediate need to contract services due to the limited availability of the artist and already protracted timeline necessitates that the WCA step in for the Corps to secure the intellectual services of the artist directly through a sole source contract.

Staff recommends that a sole source contract is the most beneficial and economical course of action to realize the project vision and approved scope of work. The artist has decades of demonstrated experience providing art services specific to this region and project (Exhibit D), is immediately available, familiar with project requirements and expectations, and the proposal for services (Exhibit E) is within the planned budget. Staff does not expect a reasonable alternative to be feasible under the outlined conditions.

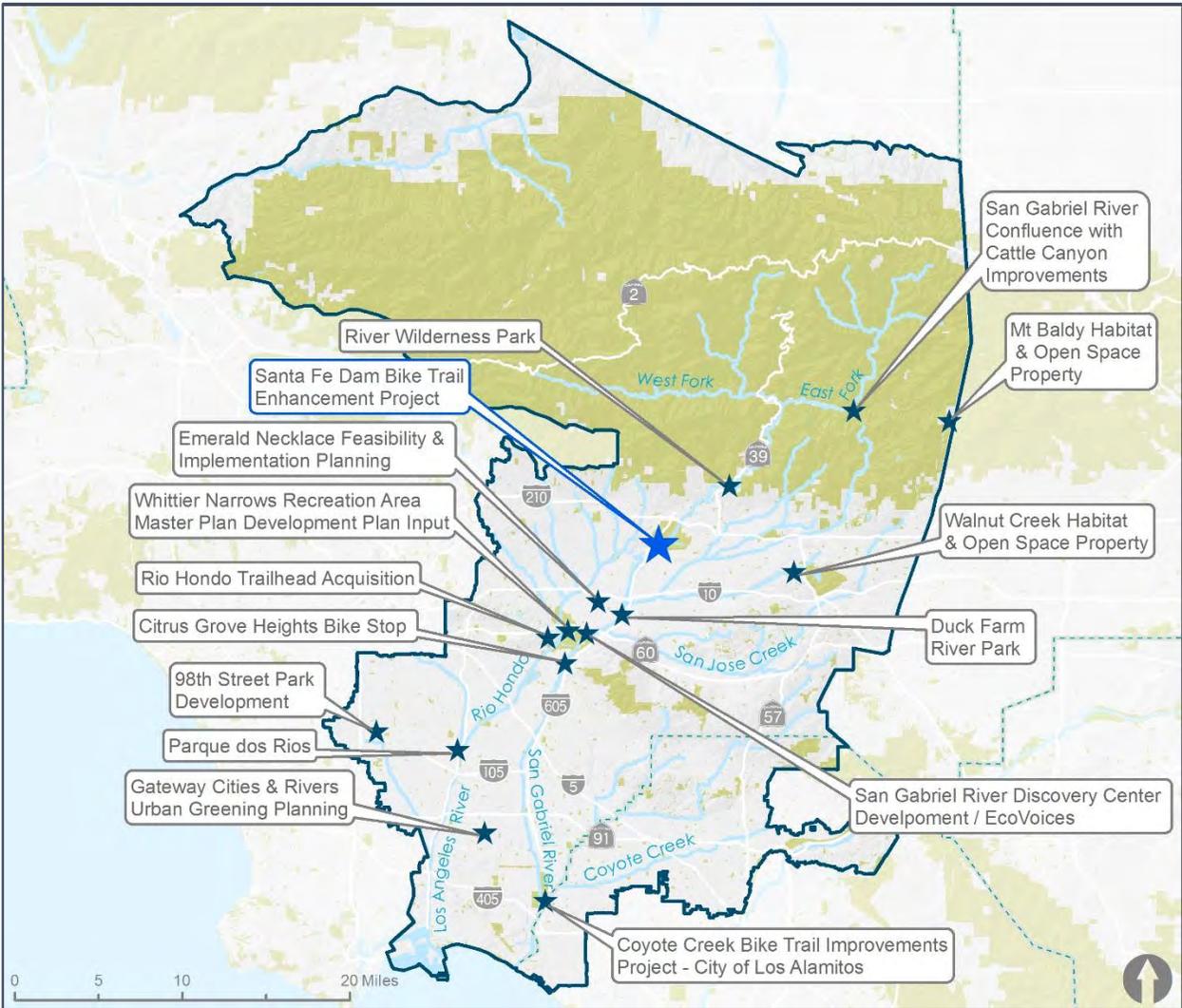
**FISCAL INFORMATION:** The not to exceed \$22,000 sole source contract for this effort is within the budgetary limit for this line item and is fully funded by a Prop A grant. For future applications staff will develop a proposal for a sole source policy to be brought to the board for consideration.

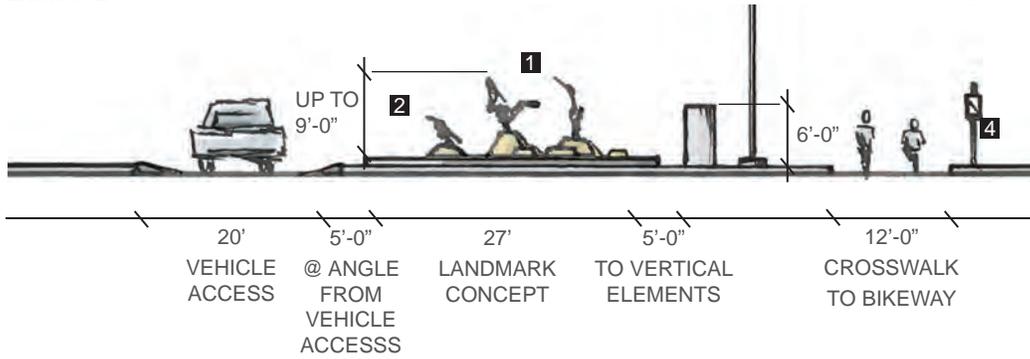


# Exhibit A

## Territory Map

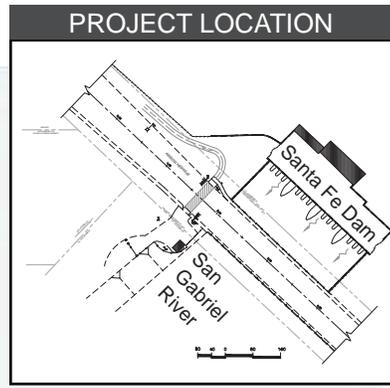
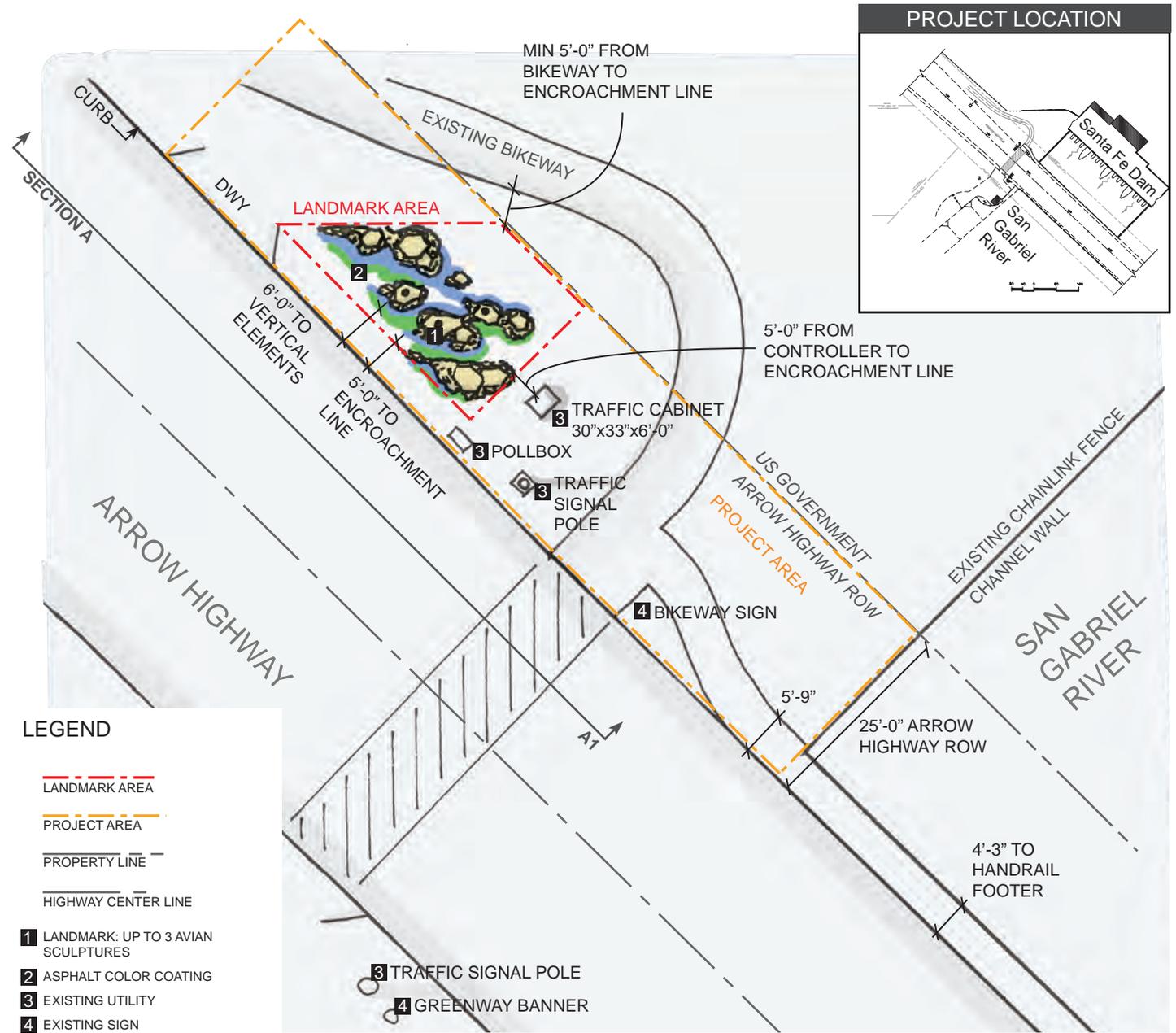
### Santa Fe Dam Bike Trail Enhancement Project





SECTION A: VIEW FROM STREET

A1



LEGEND

- LANDMARK AREA
- PROJECT AREA
- PROPERTY LINE
- HIGHWAY CENTER LINE
- 1** LANDMARK: UP TO 3 AVIAN SCULPTURES
- 2** ASPHALT COLOR COATING
- 3** EXISTING UTILITY
- 4** EXISTING SIGN

**SANTA FE DAM TRAIL ENHANCEMENT**

DRAFT CONCEPT\_OPTION 2





# Memorandum

**To:** William Tam  
**CC:** Edgar Rojas  
**From:** Laura Nieto  
**Date:** October 19, 2015  
**Re:** Watershed Conservation Authority Encroachment Agreement  
for the Installation and Maintenance of Metal Sculptures within  
the City's Right-of-Way on Arrow Highway by the Santa Fe Dam

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At its meeting of October 14, 2105, the City Council authorized the Acting City Manager to execute the Encroachment Agreement to allow Watershed Conservation Authority to install and maintain the proposed metal sculptures within the City's Right-of-Way on Arrow Highway by the Santa Fe Dam. Two Encroachments Agreements that have been signed by the Acting City Manager and City Attorney, are attached for your review and handling.

Should you have any questions or require anything further, please call me at extension 202.

  
\_\_\_\_\_  
Laura Nieto

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

CITY OF IRWINDALE  
5050 N. Irwindale Avenue  
Irwindale, CA 91706  
ATTN: City Clerk

SANTA FE DAM PROJECT

Space Above this Line Reserved for Use by Recorder  
(EXEMPT FROM RECORDING FEE PER GOV. CODE 6103)

## ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is entered into this 14<sup>th</sup> day of October, 2015, by and between the Watershed Conservation Authority, a joint powers authority between the Rivers and Mountains Conservancy and the Los Angeles County Flood Control District ("Applicant"), whose address is 100 Old San Gabriel Canyon Road, Azusa, CA 91702, and the CITY OF IRWINDALE, a municipal corporation ("City"), whose address is 5050 N. Irwindale Avenue, Irwindale CA 91706.

### RECITALS:

A. Applicant is petitioning to locate certain improvements on certain fee and/or easement interests located in the City of Irwindale, County of Los Angeles, State of California commonly known as ( Arrow Highway Right of Way adjacent to the Santa Fe Dam) more particularly depicted on Exhibit "A" attached hereto and incorporated herein by reference (" City Property").

B. Applicant desires to construct and maintain a sculpture installation and associated components ("Sculpture Installation") on that portion of the City Property depicted on Exhibit "A" ("Encroachment"). City has agreed to grant the Applicant an encroachment permit ("Permit") for the Encroachment in accordance with Chapter 12.04 of the City of Irwindale Municipal Code and subject to the terms of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1.0 License. The City hereby grants to Applicant a non-exclusive license to construct and maintain the Sculpture installation on the Encroachment upon all of the terms and conditions of the Permit and this Agreement, which license may be revoked or relocated at Applicant's expense and with or without cause at any time by the City ("License"). The License shall be used by Applicant, its agents, employees, officers and invitees for the sole purpose of Ingress and egress to and Installation, maintenance and removal of the Sculpture Installation on the Encroachment on the Arrow Highway public right-of-way, subject to any prior permit required from the City's Public Works Department, and may not be modified, expanded or used for any other purpose, without the written consent of the City.

## 2.0 Covenants.

2.1 In General. Applicant hereby agrees to construct, maintain, relocate and remove the Encroachment in accordance with Chapter 12.04 of the City of Irwindale Municipal Code, as amended from time to time.

2.2 Maintenance. In exchange for the grant of the License herein, Applicant shall maintain, repair and replace the Sculpture Installation and Encroachment at its sole cost so as to keep same in a neat, clean and first class condition and in good order and repair, free of weeds, trash and debris at all times. Should Applicant fail to maintain the Sculpture Installation and the Encroachment as required herein, the City may terminate the License as more particularly provided in Section 3.0.

2.3 Indemnity. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Applicant or any other person for, and Applicant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and legal costs (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death to any person(s), damage to property, loss of use of property, economic loss or other loss occurring as a result of or allegedly caused by the Applicant's performance of or failure to perform any terms, rights or obligations under this Agreement or by the negligent or willful acts or omissions of Applicant, its agents, officers, directors, subcontractors, sub consultants or employees, committed in performing any terms, rights or obligations granted under this Agreement. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of Indemnitees' sole negligence or willful misconduct. The indemnity as set forth herein shall survive the termination of this Agreement and is in addition to any rights which City may have under the law. This indemnity is effective without reference to the existence of any insurance coverages which may have been required under this Agreement or any additional insured endorsements which may extend to City. In Connection with Applicant's duties under this Section 2.3:

(a) Applicant will promptly pay any final judgment rendered against Indemnitees for any such claims or liabilities and Applicant agrees to save and hold the City, its officers, agents and employees harmless therefrom;

2.4 Covenants Running With the Land. The covenants and restrictions by Applicant set forth in this Agreement: ( a ) are made for the direct benefit of the City Property; ( b ) will constitute covenants running with the land and equitable servitudes; ( c ) will bind Applicant ; and ( d ) will inure to the benefit of the City

3.0 Termination. The License may be terminated by the City at any time with or without cause. If terminated, Applicant shall remove the Encroachment and restore the City Property to its former condition at Applicant's sole cost and expense, within ninety (90) days of written notice from the City. In the event that City is in need of the area for public improvements and upon request by the City, Applicant shall relocate the Encroachment to accommodate the City's needs in a manner and at a location approved by the City. Applicant is a joint exercise of powers entity (WCA) . One of the members of WCA is the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC). RMC is a state agency and by letter agreement attached

hereto has agreed to accept maintenance and operations responsibility in perpetuity for the Sculpture Installation should the WCA be dissolved. If Applicant or RMC fails to remove or relocated the improvements within the Encroachment within ninety (90) days of written notice from the City, and restore the City Property within said time period, the City shall have the right to do so without further notice to Applicant. Applicant shall immediately reimburse City for all actual expenses incurred by City to remove the Encroachment and restore the City Property to its former condition. Said amounts shall accrue interest from the date expended by the City at the maximum non-usurious interest rate permitted by law until fully paid.

#### 4.0 Miscellaneous.

4.1 Notices. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent prepaid, first-class mail to the addresses listed on the first page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed pursuant to this Section 4.1.

4.2 Attorneys Fees. In any action between the parties hereto seeking enforcement of this Agreement, or in connection with the License or the Permit, the prevailing party in such action shall be entitled to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding in addition to its recoverable court costs.

4.3 Amendment or Modification. This Agreement may not be modified or amended except by written agreement executed by the Applicant and the City and, if recordable, recorded in the Office of the Recorder, County of Los Angeles, California.

4.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4.5 Severability. The invalidity or unenforceability of any provision of this Agreement with respect to a particular party or set of circumstances shall not in any way affect the validity and enforceability of any other provision hereof or the same provision when applied to another party or to a different set of circumstances.

4.6 Entire Agreement. This Agreement (including any exhibits and related agreements): (i) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter of this Agreement; (ii) is not intended to confer upon any person, other than the parties to this Agreement, any rights or remedies under this Agreement; and (iii) shall not be assignable.

4.7 Additional Documents. Each of the parties shall, from time to time at the request of the other party, execute and deliver to the other party such other documents and shall take such other actions as may be reasonably required to carry out more effectively the terms of this Agreement.

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

BD My  
CHAIR

"Applicant"

[APPLICANT MUST HAVE SIGNATURE NOTARIZED]

ATTEST:

Jana M. Nieto  
City Clerk

CITY OF IRWINDALE, a municipal corporation

By: [Signature]  
Acting City Manager

"City"

APPROVED AS TO FORM  
DESCRIPTION

[Signature]  
[Attorney's Name] Fred Galante  
City Attorney

APPROVED AS TO OWNERSHIP & LEGAL

By: [Signature]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

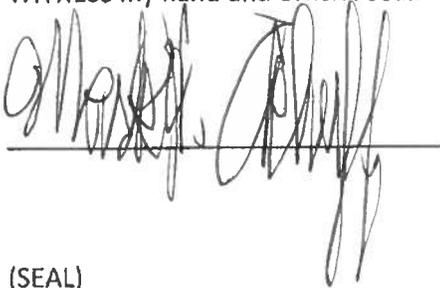
STATE OF CALIFORNIA )

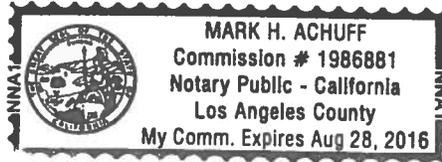
) ss.

COUNTY OF LOS ANGELES )

On the 29th day of Oct, 2015, before me, this undersigned, a Notary Public, in and for said State and County, personally appeared Brandon D. Price, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as the City Manager on behalf of the CITY OF IRWINDALE, the municipal corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its bylaws or a resolution of its board of directors.

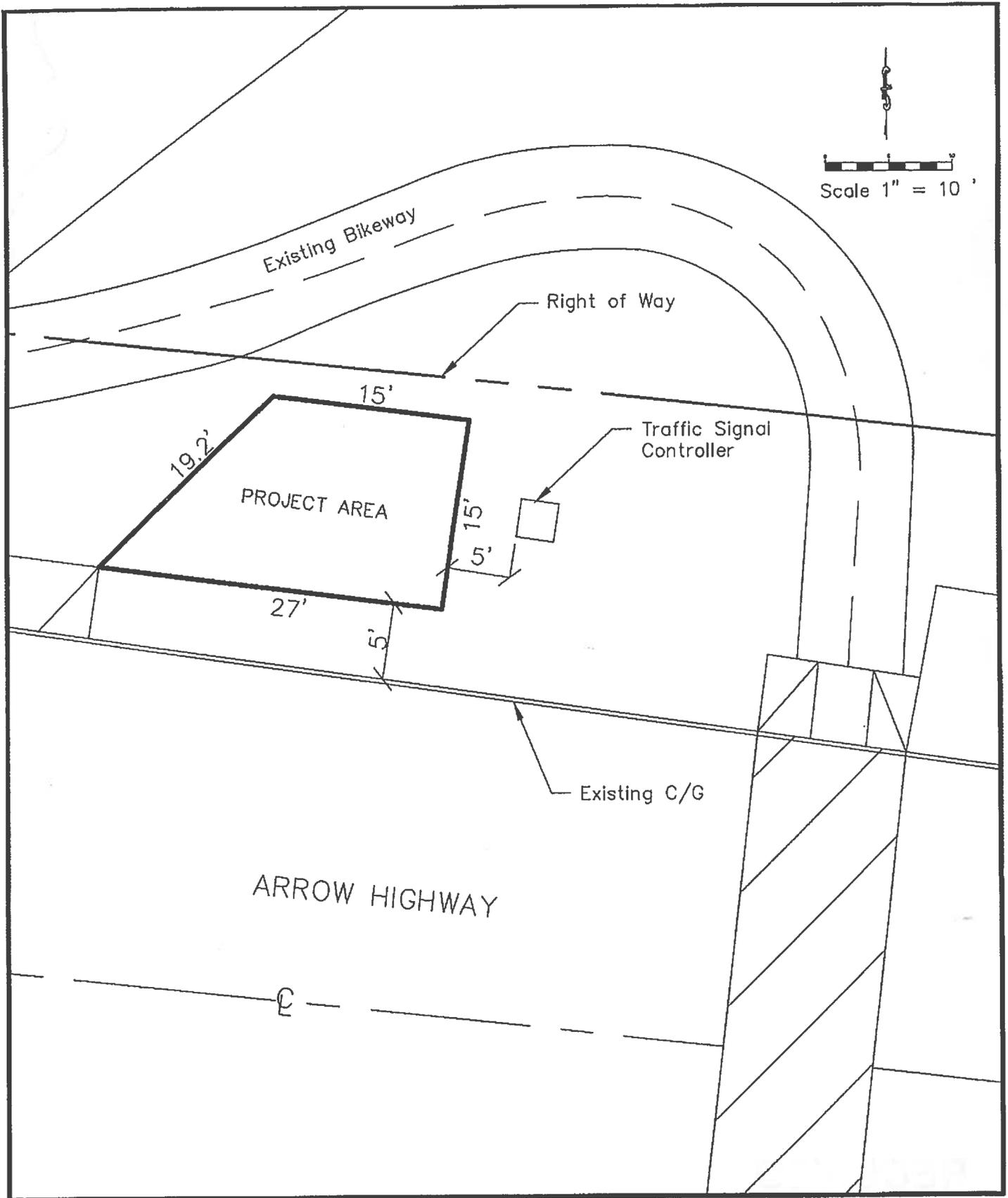
WITNESS my hand and official seal.

  
\_\_\_\_\_



Notary Public

(SEAL)



**EXHIBIT "A"**

# Brett Goldstone

## Sample Art Sculpture



Marsh Park Great Heron Gate



Marsh Park



Maywood Riverfront Park



Water With Rocks, Fletcher Drive Bridge



Inglewood Blvd. Gate



Centinela Ave/Ballona Creek Bike Path

# Sculpture Proposal for Santa Fe Dam Bikeway

Brett Goldstone  
 Goldstone Gates  
 163 N Ave 21  
 Los Angeles, CA 90031

Proposal submitted to:  
 Jonathan Perisho  
 Project Manager  
 Watershed Conservation Authority  
 April 26, 2016

## Scope:

- Design – two types of bird sculptures, one type to be 5'-6' with wings extended, as if the form was taking flight. The other two birds are similar to each other in type, and are in an ambulatory pose, to be 3'4' in height. The wings of the largest bird will have individually hand-forged feathers, an example of this process can be seen in the bird sculptures installed in the Marsh Park gates and fencing.
- Fabricate – steel, hand cut, hand forged, and unpainted—in order to cultivate a natural patina on the steel.
- Engineer – structural calculations for installation on top of boulders.  
(Boulders excluded from scope)
- Install – bird sculptures to be bolted to rocks, after rocks are positioned and installed in garden.

## Costs

Large bird, 6'0" tall with wings extended	8000
Small bird, 4'6" tall	4500
Small bird, 4'6" tall	4500
	Tax 1530
Engineering	1750
Installation	500
	Proposed cost 20780

## Terms of payment:

- 30% Deposit upon signing contract.
- 40% Upon completion of work in studio and WCA verification.
- 30% Upon installation of work.

Acceptance of proposal: The above prices and specifications are satisfactory and hereby accepted.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

May 23, 2016 - Item 11

**RESOLUTION 2016-17**

**RESOLUTION OF THE WATERSHED CONSERVATION AUTHORITY TO AWARD A SOLE SOURCE CONTRACT TO BRETT GOLDSTONE FOR ENVIRONMENTAL SCULPTURAL ART FOR THE SAN GABRIEL RIVER BIKE TRAIL GATEWAY ENHANCEMENT PROJECT**

**WHEREAS**, the Watershed Conservation Authority (WCA) has been established as a joint powers agency between the Rivers and Mountains Conservancy and the Los Angeles County Flood Control District; and

**WHEREAS**, the Watershed Conservation Authority (WCA) has further been established to focus on projects which will provide open space, habitat restoration, and watershed improvement projects in both the San Gabriel and Lower Los Angeles Rivers watershed; and

**WHEREAS**, this action will approve the WCA entering into a sole source contract for environmental sculptural art for the San Gabriel River Bike Trail Gateway Enhancement Project; and

**WHEREAS**, the proposed action is exempt from the provisions of the California Environmental Quality Act (CEQA); NOW

*Therefore be it resolved that the WCA hereby:*

1. **FINDS** that this action is consistent with the purposes and objectives of the WCA.
2. **FINDS** that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).
3. **ADOPTS** the staff report dated May 23, 2016.
4. **APPROVES** a sole source contract with Brett Goldstone in an amount not to exceed \$22,000 for environmental sculptural art for the San Gabriel River Bike Trail Gateway Enhancement Project.

*~ End of Resolution ~*

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Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstentions: \_\_\_\_\_

Resolution 2016-17

Passed and Adopted by the Board of the  
**WATERSHED CONSERVATION AUTHORITY**  
On May 23, 2016

\_\_\_\_\_  
Brian Mejia, Chairperson

ATTEST: \_\_\_\_\_  
Terry Fujimoto  
Deputy Attorney General