



# CITY OF INGLEWOOD

## Parks, Recreation and Community Services



January 4, 2023

### Request for Proposals (RFP) to Clean and Conserve Monumental Concrete Art

The City of Inglewood is seeking a professional fine art conservation firm to research, recommend and, on approval, implement treatments to clean, conserve and apply a sacrificial coating to Tom Van Sant's Written Word column. The column is the largest of three sites that comprise the artist's treatment. The tall, exterior column of the Inglewood Public Library, 101 W. Manchester Boulevard, Inglewood California, 90301, needs to be cleaned and conserved.



The Written Word art on architecture was created on Inglewood's Public Library in 1972.

The site -specific artwork traces the evolution of human development through the word, represented in hieroglyphics, chemical, biological and mathematical equations, and the mythic systems and origin stories of diverse cultures, stacked in a playful interpretation of recorded history and a book spine.

The five-story artwork is cast in place on the spinal column the Library's emergency exit stairwell. A bas relief cast in place with concrete with large aggregate. The work has a pebbled surface. The Written Word required special reversed concrete molds a technique requiring a high degree of craft. This poured-in-place concrete bas-relief is one of the largest in the world. The last cleaning and conservation of the artwork was in 2015.

The City seeks an itemized proposal for the work to be completed in spring 2023. The deadline to apply is **Monday February 13, 2023** by 5 p.m. Pacific Time.

#### Scope of Work

The selected firm will be contracted in two phases to develop a refined treatment proposal to

clean the column, perform minor conservation, and apply a sacrificial coating.

Phase One: Refine each proposal to conserve the artwork, based on artist's final report (if available) and artist's interviews. Staff is able to provide current contact information for each lead artist, and collection files.

Phase Two: Upon written approval implement the proposed conservation plan, document the work before and during conservation and, upon completion, provide maintenance recommendations and a final report with digital images.

**DEADLINE: Monday February 13, 2023 by 5 p.m.**

**To Apply** Submit in one file to [publicart@cityofinglewood.org](mailto:publicart@cityofinglewood.org):

1. Narrative letter no more than two pages describing you and your firm's experience (pdf)
2. Resumes or CVs for firm leader and/or principal; and resumes for major subcontractors (pdf);
3. Itemized cost proposal with personnel, supplies, equipment and documentation fees (pdf)
4. Documentation of the firm's recent conservation work (link to folder, pdf or url).
5. Signed Standard Terms and Conditions Form, Signed by Bidder's Authorized Representative

TIMELINE

Wednesday January 4, 2023: RFP Issued

**Monday February 13, 2022: Deadline to Apply by 5 p.m. Pacific Time**

Week of February 14: Proposal review and Reference checks

February 2023: Notification to Bidders

March – June 2023: Art column conservation.

EVALUATION CRITERIA

City will review and rank all proposals based on these weighted criteria:

0 – 55 points: Experience with similar projects, shown in work samples

0 – 40 points: Proposer's qualifications and training, shown in resumes and certificates

0 – 5 points: Cost of Proposal

0 – 100 points: Evaluation Criteria Range

Questions: [Publicart@cityofinglewood.org](mailto:Publicart@cityofinglewood.org)

CONTRACTING

The City of Inglewood requires contractors to obtain and maintain an Inglewood Business Tax account for the duration of the contract. Additionally, the selected contractor must sign and return the City's Standard Terms and Conditions paperwork outlining Insurance and Indemnification requirements prior to contracting.

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## City of Inglewood

ONE MANCHESTER BLVD/P.O. BOX 6500/INGLEWOOD, CA 90301

Telephone (310) 412-5266 /fax (310) 330-5766

[www.cityofinglewood.org](http://www.cityofinglewood.org)

### **SHORT FORM CONTRACT TERMS AND CONDITIONS**

#### **PAYMENT TERMS**

Standard payment shall be made by City check.

#### **SALES TAX**

The City of Inglewood is subject to the payment of sales tax. All suppliers will be required to include in your bid/price quote the City of Inglewood tax rate of 10%. If a bidder fails to include the City's tax rate in their bid, the City will add the 10% figure to the bid for evaluation purposes.

#### **INGLEWOOD BUSINESS TAX CERTIFICATE**

The vendor agrees to at all times during the performance of the agreement, obtain and maintain an Inglewood City Business Tax Certificate. The purchase of said Certificate must be made prior to the purchase of product and a copy forwarded to the Purchasing Division.

#### **INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.



2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if the Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

##### ***Additional Insured Status***

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

##### ***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

##### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

##### ***Waiver of Subrogation***

The Contractor hereby grants to the City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

##### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

**Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

**Verification of Coverage**

The Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

**INDEMNIFICATION**

Vendor shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or part by any negligent act or omission of the vendor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, except where caused by the active, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnities by reason of any act of the matters against which consultant has agreed to indemnify Indemnities as provided above, vendor, upon notice from City, shall defend Indemnities at vendor's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld.

These Indemnification provisions are independent of and shall not in any way be limited by the insurance requirements of this Agreement. The City approval of the insurance contracts required by this Agreement does not in any way relieve the Contractor/Consultant from liability under this Section.

**NON-DISCRIMINATION**

Labor Code 1735: Discrimination in employment because of race, color, etc.

No discrimination shall be made in the employment of persons at the City of Inglewood because of the race, religious creed, color, national origin, or ancestry, physical disability, medical condition, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every vendor for the City of Inglewood violating this section is subject to all the penalties imposed for a violation of this chapter.

**EXECUTION OF AGREEMENT**

A bidder to whom award is made shall furnish all goods all in accordance with the provisions hereof and within the time stated in the proposal. If a bidder to whom an award is made fails or refuses to enter into the contract as herein provided or to conform to any of the stipulated requirements in connection therewith, an award may be made to the bidder whose proposal is next most acceptable to the City. Such bidder shall fulfill every

stipulation embraced herein as if he/she were the party to whom the first award was made. A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its rights to do business in California.

#### **TERMINATION OF AGREEMENT**

The City may terminate the contract at its own discretion or when conditions encountered make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the contract by law, or by official action of a public authority.

#### **RIGHT OF CITY TO WITHHOLD PAYMENT**

The City may withhold or nullify the whole or any part of any payment due the vendor to such extent as may reasonably be necessary to protect the City from loss as a result of:

- A. Defective materials not remedied in accordance with provisions of specifications;
- B. Claims or liens filed or reasonable evidence indicating probable filing of claims or liens; Whenever the City shall, in accordance herewith, withhold any monies otherwise due the vendor, written notice of the amount withheld and the reasons therefore shall be given the vendor, and, when the vendor shall remove the grounds for such withholding, the City will pay to the vendor, within 35 calendar days, the amount so withheld.

#### **ACCEPTANCE OF ORDER**

This Order is the City's offer to Seller. Seller's acceptance shall be strictly limited to the terms of this Order and the City hereby objects to any additional or different terms in Seller's acceptance. By executing and returning to the City the Acceptance or Acknowledgment copy of this Order, or by beginning performance, Seller accepts this order as written.

#### **CONFLICT OF INTEREST**

Seller warrants to the best of its knowledge that the submission of any offer related to this order does not constitute a conflict of interest on terms of negotiating for or having an arrangement with any City employee or elected or appointed member of City government, including any member of the employee's immediate family who may have participated directly or indirectly in procurement process. For intentional breach or violation of this warranty, the City shall have the right, at its discretion, to annul this agreement without liability, and Seller may be subject to damages and/or debarment or suspension.

#### **PRICE WARRANTY**

Seller warrants that the price of the ordered products do not exceed the price charged by Seller to any other customer purchasing the same products in like or smaller quantities, and under similar conditions of purchase.

**CHOICE OF LAW/VENUE**

This agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

**VENDOR ACKNOWLEDGMENT OF CITY OF INGLEWOOD TERMS AND CONDITIONS:**

**Authorized vendor representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_