

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Jeremy Laurentowski, Parks and Recreation Director *SL*

DATE: October 29, 2013 (CC Meeting of November 6, 2013)

SUBJECT: Consider an Agreement with Great Western Installations, Inc. for Playground Equipment Repair and Installation Services and Resolution Amending the Fiscal Year 2013/14 Budget

BACKGROUND

On December 5, 2012, the City Council approved the installation of a new play structure at Peach Hill Park that was designed by the manufacturer to meet a two to five year old age group. The original play equipment was installed in 1994 and was removed by City staff in 2011, as it had outlived its life expectancy. The new playground equipment was installed in February 2013. However, after installation, staff received several concerns from local residents in regards to the overall design. The primary concern was that the play equipment was too difficult for younger children, primarily children in the two year age group. In addition, several playgrounds are in need of repair and staff has come across an opportunity to replace an outdated swing set at Glenwood Park at a discounted price.

DISCUSSION

The play equipment at Peach Hill Park that was installed in February 2013, was designed by the manufacturer to accommodate children in the two to five year age group. However, according to several residents, the design of the structure may be too difficult for very young children in the lower range of this age group. Staff has discussed this issue with the manufacturer and has determined that the design of the play structure meets all requirements as outlined in the Public Playground Safety Handbook, prepared by the United States Consumer Product Safety Commission (CPSC), which has been adopted by the State of California and provides the standard guidelines for the design and layout of playgrounds. However, due to the concerns of several residents, staff feels that it would be beneficial to add a slide to the lower section of the play structure to accommodate children that are closer to the two year age group and may have difficulty playing on the more difficult components. The total cost for this addition is \$2,427.00.

The playgrounds at the Community Center Park, Tierra Rejada Park, Magnolia Park, and Miller Park are in need of repair, as several components have been damaged and need to be replaced. Most of the play structure components are still under manufacturer warranty and have already been ordered and delivered to the City without additional costs. However, the components will need to be installed by a construction company that has demonstrated substantial experience with the installation of playground equipment, as the repairs will need to be approved by a Certified Playground Safety Inspector (CPSI) registered in the State of California and shall meet the requirements of the CPSC. The City's Landscape/Parks Maintenance Superintendent is a certified CPSI and will inspect the installation of this equipment, as well as all equipment described in the agenda report. Staff has determined that the total cost to install the components that were replaced under warranty is \$1,820.00.

Several play structure components at Country Trail Park are also in need of replacement. On December 5, 2012, staff informed the City Council that the playground equipment at Country Trail Park was nearing its life expectancy and would need to be replaced in the near future. However, due to the fact that Country Trail Park currently does not provide an accessible path of travel to the play structures from the parking lot, as required by the Americans with Disabilities Act (ADA), and the high costs associated with these improvements, the City Council concurred with staff's recommendation not to replace the equipment at this time. Staff recommends performing the necessary repairs to the existing equipment until such a time that the equipment needs to be replaced in its entirety. Staff anticipates that the existing equipment will last several more years with normal maintenance procedures. The total cost for the repairs is \$2,993.00.

In addition, the swing set at Glenwood Park has outlived its life expectancy and is in need of replacement. The existing equipment is the original swing set that was installed by the County of Ventura prior to City incorporation in 1983. The actual age of the structure is unknown. Recently, staff was contacted by the Villa del Arroyo Homeowners Association (HOA), as they are in the process of installing a playground and ordered a swing set that does not fit within the confines of their play area. The Villa del Arroyo HOA has offered this equipment to the City at 50% of the actual cost of the equipment. The swing set was obtained through BYO Recreation, a major manufacturer of commercial playground equipment. The Villa del Arroyo HOA obtained three competitive bids for this equipment and BYO was the lowest qualified bidder. The color of the swing set (burgundy) matches the color of the accent pieces of the existing playground structure at Glenwood Park, such as the slides, and will fit within the confines of the existing play area without additional modifications. Staff has contacted BYO Recreation to confirm that the warranty of this equipment will be transferred to the City of Moorpark upon transfer of ownership and BYO has confirmed that the City of Moorpark will receive the standard manufacturer warranties. The swing set was purchased by the Villa del Arroyo HOA at a total cost of \$3,726.00, including shipping. The 50% reduced price offered by the Villa del Arroyo HOA is \$1,863.00. Staff has obtained a quote to install the swing set and has determined that the installation cost,

including removal of the existing swing set, will be \$2,690.00, for a total cost of \$4,553.00.

FISCAL IMPACT

The following is a summary of the total costs associated with the repairs and improvements at these parks:

Peach Hill Park	\$2,427.00
Country Trail Park	\$2,993.00
<u>Glenwood Park (installation)</u>	<u>\$2,690.00</u>
Sub-total	\$8,110.00
15% contingency	\$1,217.00
Total	\$9,327.00
<u>Community Center, Tierra Rejada, Magnolia, Miller</u>	<u>\$1,820.00</u>
Sub-total	\$1,820.00
15% contingency	\$273.00
Total	\$2,093.00
<u>Glenwood Park Swing Set (equipment)</u>	<u>\$1,863.00</u>
Total	\$1,863.00
Project Total	\$13,283.00

Funding has been included in the fiscal year 2013/14 budget to complete the required repairs at the Community Center Park, Tierra Rejada Park, Magnolia Park and Miller Park at a total cost of \$2,093.00, which includes a 15% contingency in the amount of \$273.00.

Funding to complete the repairs and improvements of the playground equipment at Peach Hill Park, Country Trail Park and Glenwood Park, as described in the agenda report, was not included in the fiscal year 2013/14 Parks Division (7800) spending plan. Staff is requesting an additional appropriation from the General Fund (1000) in the amount of \$11,190.00 to complete this work.

Staff is also recommending that the City Council approve an Agreement with Great Western Installations, Inc. to complete the repairs and improvements at a total cost of \$11,420.00, which includes a 15% contingency in the amount of \$1,490.00. City Council approval is necessary for this work, as the City has contracted with Great Western Installations, Inc. for several improvement projects in FY 12/13. The combined total costs of the projects that have been completed within the last twelve months, including the projects listed in the agenda report, will total \$60,441.94. This amount exceeds the contract limit that the City Manager has authority to execute.

STAFF RECOMMENDATION (ROLL CALL VOTE)

- 1) Award a contract to Great Western Installations, Inc. for a total cost of \$11,420.00, which includes a fifteen percent contingency in the amount of \$1,490.00 and authorize the City Manager to execute the Agreement, subject to final language approval of the City Manager; and
- 2) Adopt Resolution No. 2013-_____ amending the FY 2013/14 budget to appropriate \$11,190.00 from the General Fund (1000) for the repair and purchase of playground equipment at the parks described in the agenda report.

Attachments:

1. Resolution No. 2013 - _____.
2. Agreement Great Western Installations, Inc.

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FISCAL YEAR 2013/14 BUDGET TO ALLOCATE \$11,190 FROM THE GENERAL FUND (1000) FOR THE REPAIRS AND IMPROVEMENTS OF PLAYGROUND EQUIPMENT AT PEACH HILL PARK, COUNTRY TRAIL PARK, THE COMMUNITY CENTER PARK, TIERRA REJADA PARK, MAGNOLIA PARK, MILLER PARK, AND GLENWOOD PARK

WHEREAS, on June 19, 2013, the City Council adopted the Operating and Capital Improvement Budget for Fiscal Year 2013/14; and

WHEREAS, a staff report has been presented to City Council discussing the need to make repairs and improvements to the playground equipment at Peach Hill Park, Country Trail Park, the Community Center Park, Tierra Rejada Park, Magnolia Park, Miller Park, and Glenwood Park; and

WHEREAS, staff recommended and City Council approved an Agreement with Great Western Installation, Inc., to perform playground repairs and improvements at Peach Hill Park, Country Trail Park, and Glenwood Park; and

WHEREAS, the adopted budget included \$2,093 for the playground repairs at the Community Center Park, Tierra Rejada Park, Magnolia Park, and Miller Park; and

WHEREAS, an additional appropriation of \$11,190 is requested from the General Fund (1000) to fund this work, and

WHEREAS, Exhibit "A" hereof describes said budget amendment and its resultant impact to the budget line items.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. A budget amendment allocating \$11,190 from the General Fund (1000) for playground repairs at Country Trail Park; playground improvements at Peach Hill Park; and the replacement of a swing set at Glenwood Park, as more particularly described in Exhibit "A" attached hereto is hereby approved.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

Honorable City Council
November 6, 2013
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PASSED AND ADOPTED this 6th day of November, 2013.

Janice S. Parvin, Mayor

ATTEST:

Maureen Benson, City Clerk

Attachment: Exhibit A – Budget Amendment

EXHIBIT A

**BUDGET AMENDMENT FOR THE GENERAL FUND
FOR THE REPAIRS AND IMPROVMENTS OF PLAYGROUND EQUIPMENT
AT PEACH HILL PARK, COUNTRY TRAIL PARK, AND GLENWOOD PARK**

FY 2013/14

FUND ALLOCATION FROM:

FUND TITLE	FUND ACCOUNT NUMBER	AMOUNT
General Fund	1000-5500	\$11,190
Total		\$11,190

DISTRIBUTION OF APPROPRIATION TO EXPENSE ACCOUNTS:

BUDGET NUMBER	CURRENT BUDGET	REVISION	ADJUSTED BUDGET
1000-7800-7808-9252	\$0	\$2,791	\$2,791
1000-7800-7812-9252	\$0	\$3,442	\$3,442
1000-7800-7813-9252	\$0	\$4,957	\$4,957
Total	\$0	\$11,190	\$11,190

Finance approval:

Jl Bon Ahlers
10-30-2013

**AGREEMENT BETWEEN THE CITY OF MOORPARK AND
GREAT WESTERN INSTALLATIONS, INC., FOR PLAYGROUND REPAIR AND
INSTALLATION SERVICES AT PEACH HILL PARK, COUNTRY TRAIL PARK, THE
COMMUNITY CENTER PARK, TIERRA REJADA PARK, MAGNOLIA PARK, MILLER
PARK AND GLENWOOD PARK**

THIS AGREEMENT, is made and effective as of this _____ day of _____, 2013, between the City of Moorpark, a municipal corporation (“City”) and Great Western Installations, Inc., a corporation (“Contractor”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for construction services related to the installation of playground equipment at Peach Hill Park, Country Trail Park, the Community Center Park, Tierra Rejada Park, Magnolia Park, Miller Park, and Glenwood Park; and

WHEREAS, Contractor specializes in providing such services and has the proper work experience, certifications, and background to carry out the duties involved; and

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto agree as follows:

1. TERM

The term of the Agreement shall be from the date of execution to completion of the work identified in the Scope of Services and in conformance with Exhibit B, unless this Agreement is terminated or suspended as referred to herein.

2. SCOPE OF SERVICES

City does hereby retain Contractor in a contractual capacity to provide construction services related to the installation of playground equipment at Peach Hill Park, Country Trail Park, the Community Center Park, Tierra Rejada Park, Magnolia Park, Miller Park, and Glenwood Park, as set forth in Exhibit B: Contractor’s Bid Proposals, dated March 28, 2013, June 12, 2013, October 23, 2013, and October 25, 2013, which exhibit is attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as the “Proposal”. Where said Scope of Services is modified by this Agreement, or in the event there is a conflict between the provisions of said Scope of Services and this Agreement, the language contained in this Agreement shall take precedence.

Contractor shall perform the tasks described and set forth in Exhibit B attached hereto and incorporated herein by this reference as though set forth in full. Contractor

shall complete the tasks according to the schedule of performance which is also set forth in Exhibit B.

Compensation for the services to be performed by Contractor shall be in accordance with Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full. Compensation shall not exceed the rates or total value of nine thousand nine hundred thirty dollars (\$9,930.00) as stated in Exhibit B, including a fifteen percent (15%) contingency in the amount of one thousand four hundred ninety dollars (\$1,490.00) for a total amount of eleven thousand four hundred twenty dollars (\$11,420.00), without a written Amendment to this Agreement executed by both parties. Payment by City to Contractor shall be as referred to in this Agreement.

3. PERFORMANCE

Contractor shall at all times faithfully, competently, and to the best of Contractor's ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. MANAGEMENT

The individual directly responsible for Contractor's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between City and Contractor shall be Steve Kyriopoulos, and no other individual may be substituted without the prior written approval of the City Manager.

The City's contact person in charge of administration of this Agreement, and to serve as principal liaison between Contractor and City, shall be the City Manager or the City Manager's designee.

5. PAYMENT

The City agrees to pay Contractor monthly, in accordance with the terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed nine thousand nine hundred thirty dollars (\$9,930.00), including a fifteen percent (15%) contingency in the amount of one thousand four hundred ninety dollars (\$1,490.00) for a total amount of eleven thousand four hundred twenty dollars (\$11,420.00), for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing with a written Amendment to this Agreement executed by both parties. For additional services to be provided and compensated pursuant to the fifteen percent (15%) contingency, advance written approval of the City manager is required before initiating such work.

Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of any disputed fees set forth on the invoice. Contractor shall provide appropriate documentation, as determined by the City, for all reimbursable expenses.

6. TERMINATION OR SUSPENSION WITHOUT CAUSE

The City may at any time, for any reason, with or without cause, suspend, or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

The Contractor may terminate this Agreement only by providing City with written notice no less than thirty (30) days in advance of such termination. In the event of such termination, Contractor shall be compensated for such services up to the date of termination. Such compensation for work in progress shall be prorated as to the percentage of progress completed at the date of termination.

If the City Manager or the City Manager's designee determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, the City may proceed in the manner set forth in Section 6-4 of the Greenbook.

7. DEFAULT OF CONTRACTOR

The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

If the City Manager or the City Manager's designee determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Contractor a written notice of the default. The Contractor shall have five (5) working days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this

Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. LIQUIDATED DAMAGES

If the Contractor fails to complete the work, or any portion thereof, within the time period required by this Agreement or as duly extended in writing by the City Manager, Contractor shall forfeit and pay to the City, as liquidated damages, the sum of twenty-five dollars (\$25.00) per day for each calendar day the work, or portion thereof, remains uncompleted after the above specified completion date. Liquidated damages shall be deducted from any payments due or to become due to the Contractor under the terms of this Agreement [Government Code Sec. 53069.85]. Progress payments made by the City after the above specified completion date shall not constitute a waiver of liquidated damages by the City.

9. OWNERSHIP OF DOCUMENTS

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Notification of audit shall be provided at least thirty (30) days before any such audit is conducted. Such records, together with supporting documents, shall be maintained for a period of seven (7) years after receipt of final payment.

Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

10. INDEMNIFICATION AND HOLD HARMLESS

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature

arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the state of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subcontractor or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this Section.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or Section.

This Indemnity shall survive termination of the Agreement or Final Payment hereunder. This Indemnity is in addition to any other rights or remedies that the Indemnitees may have under the law or under any other Contract Documents or Agreements. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, City may, in its sole discretion, reserve, retain, or

apply any monies to the Contractor under this Agreement for the purpose of resolving such claims; provided, however, City may release such funds if the Contractor provides City with reasonable assurance of protection of the Indemnitees' interests. City shall, in its sole discretion, determine whether such assurances are reasonable.

11. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full.

12. INDEPENDENT CONTRACTOR

Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

13. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of local, state, and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

14. ANTI DISCRIMINATION

Neither the Contractor, nor any subcontractor under the Contractor, shall discriminate in employment of persons upon the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or gender of such person, except as provided in Section 12940 of the Government Code. The Contractor shall have responsibility for compliance with this Section [Labor Code Section 1735].

15. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly from Contractor, or any officer, employee, or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

17. CONFLICT OF INTEREST

The Contractor covenants and agrees that if Contractor and/or its subcontractors intends to provide service or enter into any contract with any developer(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, during the Term of this Agreement, Contractor shall immediately notify the City, in writing, informing the City of the nature of the contract. The City Manager shall determine whether potential conflict of interest exists and will assign any work related to the conflict to an alternate contractor.

18. NOTICE

Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

To: City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

To: Steve Kyriopoulos
Great Western Installations, Inc.
2598 West and 5700 South
Wellsville, UT 84339

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

19. CHANGE IN NAME

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected in the Agreement documents.

20. ASSIGNMENT

Contractor shall not assign this Agreement or any of the rights, duties, or obligations hereunder. It is understood and acknowledged by the parties that Contractor is uniquely qualified to perform the services provided for in this Agreement.

21. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services in this Agreement.

22. VENUE AND GOVERNING LAW

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions, or covenants referred to herein shall be filed in the applicable court in Ventura County, California. The City and Contractor understand and agree that the laws of the state of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

23. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

24. CAPTIONS OR HEADINGS

The captions and headings of the various Articles, Paragraphs, Sections, and Exhibits of this Agreement are for convenience and identification only and shall not be

deemed to limit or define the content of the respective Articles, Paragraphs, Sections, and Exhibits hereof.

25. AMENDMENTS

Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by both parties to this Agreement.

26. TIME OF COMPLETION

City and Contractor agree that time is of the essence in this Agreement. City and Contractor further agree that Contractor's failure to perform on or at the times set forth in this Agreement will damage and injure City, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, City and Contractor agree that any failure to perform by Contractor at or within the times set forth herein shall result in liquidated damages as defined in this Agreement for each and every day such performance is late. City and Contractor agree that such sum is reasonable and fair. Furthermore, City and Contractor agree that this Agreement is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

27. PRECEDENCE

Contractor is bound by the contents of City's Bid Package and Proposal, Exhibit B attached hereto and incorporated herein by this reference as though set forth in full. In the event of conflict, the requirements of the City's Bid Package and this Agreement shall take precedence over those contained in the Proposal.

28. INTERPRETATION OF AGREEMENT

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

29. WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

30. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

GREAT WESTERN INSTALLATIONS, INC.

By: _____
Steven Kueny, City Manager

By: _____
Steve Kyriopoulos, Vice President

Attest:

Maureen Benson, City Clerk



A HARTCORE Company

Great Western Park & Playground
P.O. Box 97
Wellsville, UT 84339
800.453.2735
www.gwpark.com

EXHIBIT B (1 of 4)

QUOTE
#69722

03/28/2013

Peach Hill Park Equipment Work

City of Moorpark
Attn: Jeremy Laurentowski
Peach Hill Park
13200 Peach Hill Rd
Moorpark, CA 93021
Phone: 805-517-6385
jlaurentowski@ci.moorpark.ca.us

Ship To Zip: 93021

Quantity	Part #	Description	Unit Price	Amount
1	12502	Game Time - Lil Foot Slide Attachment	\$752.00	\$752.00
1	18201	Game Time - 36" Tri Punched Deck P/T	\$434.00	\$434.00
1	161522	Game Time - Hdw Comp P/T Square Deck	\$16.90	\$16.90
1	178749	Game Time - Owner's Kit	\$49.00	\$49.00
1	INSTALL	Game Time - Install New Equipment to Peach Hill Playground <i>- Remove and Re-install Transfer Platform Install Little Foot Slide Install New Triangle Deck Prevailing Wages</i>	\$800.00	\$800.00

Shipping to Moorpark, CA 93021

SubTotal:	\$2,051.90
Tax:	\$93.89
Freight:	\$280.82
Total Amount:	\$2,426.61

Note: If you are issuing a P.O. or CONTRACT please make it payable to GameTime C/O Great Western. Checks should also be made payable to Gametime C/O Great Western

CUSTOMER IS RESPONSIBLE FOR OFFLOADING ALL EQUIPMENT FROM DELIVERY TRUCK.





Great Western Park & Playground
 P.O. Box 97
 Wellsville, UT 84339
 800.453.2735
 www.gwpark.com

EXHIBIT B (2 of 4)

QUOTE
 #71011

06/12/2013

Country Trail Park

City of Moorpark
 Attn: Jeremy Laurentowski
 799 Moorpark Ave
 Moorpark, CA 93021
 Phone: 805-517-6385
 jlaurentowski@ci.moorpark.ca.us

Ship To Zip: 93021

Quantity	Part #	Description	Unit Price	Amount
1	135437	Game Time - Tube Slide Exit Section	\$430.00	\$430.00
1	80815	Game Time - Steering Wheel Encl	\$684.00	\$684.00
1	80933	Game Time - Decorative Panel	\$492.00	\$492.00
12	812040	Game Time - 5/16x 3/4"Pin-In Bhsc W/P	\$0.93	\$11.16
12	817330	Game Time - 5/16 Lockwasher	\$0.12	\$1.44
12	817406	Game Time - 5/16" Flatwasher	\$0.16	\$1.92
12	804555	Game Time - 5/16 T Nut (spanner)	\$0.49	\$5.88
2	812054	Game Time - 3/8x1.75"Pin-In Bhsc W/Pa	\$1.71	\$3.42
2	804556	Game Time - 3/8 T Nut (spanner)	\$0.49	\$0.98
2	812054	Game Time - 3/8x1.75"Pin-In Bhsc W/Pa	\$1.71	\$3.42
2	817334	Game Time - 3/8 Lockwasher	\$0.20	\$0.40
2	804556	Game Time - 3/8 T Nut (spanner)	\$0.49	\$0.98
2	818312	Game Time - 3/8"-16 Placing Tool	\$15.60	\$31.20
24	804710	Game Time - 3/8" 16 Unc Thread Insert	\$0.45	\$10.80
1	INSTALL	Game Time - Installation - Remove and dispose of Spiral Slide, guardrails, and platform and close off that deck with a Steering Wheel Enclosure.	\$900.00	\$900.00

*Remove existing exit section of tube slide and
 replace with new tube slide section.*

*Remove existing broken bubble panel and
 replace with a decorative panel.*

Prevailing Wage

FREIGHT IS BASED ON THE ZIP CODE 93021 MOORPARK, CA.
 CUSTOMER IS RESPONSIBLE FOR THE OFF LOADING OF
 EQUIPMENT FROM DELIVERY TRUCK.

SubTotal: \$2,577.60
 Tax: \$125.82
 Freight: \$289.22
Total Amount: \$2,992.64



EXHIBIT B (3 of 4)

QUOTE
#72688

10/25/2013



Playground Equipment Installation

City of Moorpark
Attn: Jeremy Laurentowski
484 E. Los Angeles Ave. #110
Moorpark, CA 93021
Phone: 805-517-6385
jlaurentowski@ci.moorpark.ca.us

Project #: P58389
Ship To Zip: 93021

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	Great Western Park and Playground - Site 1 Installation	\$565.00	\$565.00
1	INSTALL	Great Western Park and Playground - Site 2 Installation	\$440.00	\$440.00
1	INSTALL	Great Western Park and Playground - Site 3 Installation	\$440.00	\$440.00
1	INSTALL	Great Western Park and Playground - Site 4 Installation	\$375.00	\$375.00

Shipping to Moorpark, CA 93021

SubTotal: \$1,820.00
Total Amount: \$1,820.00

Installation Quoted at Prevailing Wage

Payment Options

Cash or Check Orders - Please make check out to Great Western Park & Playground, Inc.

Credit Card Orders - Visa or Mastercard.

50% Down - 50% down payment with order and remaining 50% payment before shipment

Credit Terms - Credit application required with order. Terms negotiated prior to order placement. Down payment may still be required.

*****Note: If you are issuing a P.O. please make it payable to Great Western Park & Playground, Inc.****



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 www.gwpark.com

EXHIBIT B (4 of 4)

QUOTE
 #72644

10/23/2013

Swing Set Installation

City of Moorpark
 Attn: Jeremy Laurentowski
 484 E. Los Angeles Ave. #110
 Moorpark, CA 93021
 Phone: 805-517-6385
 jlaurentowski@ci.moorpark.ca.us

Project #: P58370
 Ship To Zip: 93021

Quantity	Part #	Description	Unit Price	Amount
1	Site Work	Game Time - Remove and Dispose of Existing "A" Frame 2 Bay Swing	\$650.00	\$650.00
1	INSTALL	Game Time - Install New 2 Bay Arch Swings - <i>Swing Provided by City of Moorpark</i>	\$1,815.00	\$1,815.00
1	Site Work	Game Time - Repair PIP	\$225.00	\$225.00

Shipping to Moorpark, CA 93021

SubTotal: \$2,690.00
Total Amount: \$2,690.00

Installation Quoted at Prevailing Wage

***Note: If you are issuing a P.O. or CONTRACT please make it payable to GameTime C/O Great Western. Checks should also be made payable to Gametime C/O Great Western**

