

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Jeremy Laurentowski, Parks and Recreation Director 

BY: Jennifer Mellon, Administrative Services Manager 

DATE: November 4, 2014 (CC Meeting of 11/19/14)

SUBJECT: Consider Award of Agreement to Great Western Installations, Inc. dba Great Western Park & Playground for Shade Structure Design and Installation at Ruben Castro Human Services Center and Consider Resolution Amending the Fiscal Year 2014/15 Budget to Fund the Work from 2006 RDA-SA Tab Proceeds (9104)

BACKGROUND

On December 18, 2013, the City Council approved a second amendment to the lease with First 5 Neighborhoods for Learning and the installation of a shade structure at the Ruben Castro Human Services Center. The approved Amendment No. 2 to the lease extended the term of the Agreement for five years and added a monthly repayment cost to the lease in an amount of \$260/month, which would be set aside for replacement of shade sail fabric and any future maintenance costs associated with the supporting structure. As stated in the staff report of December 18, the estimated cost of the shade structure was \$16,000 and staff proposed using remaining RDA 2006 Bond Funds to construct the shade structure and would return to the Successor Agency Board to approve the construction agreement.

DISCUSSION

On October 8, 2014, staff sent requests for proposals (RFP) to three vendors that specialize in shade fabric for the design and construction of the shade structure; a mandatory job walk was completed on October 14 with two potential bidders in attendance. Bids were originally due on October 21, but the date was extended to October 24 at the request of both potential bidders. The bid extension was due to the fact that the bidders could not find a qualified sub-contractor that was willing to complete the work within the time frame allotted in the RFP. On October 24, one bid was received by Great Western Installations, Inc. dba Great Western Park & Playground in the amount of \$34,628.38; double the original estimate.

The cost increase over the original estimate is due to the engineering, permitting and complexity of the installation associated with attaching the shade structure to the existing building. Both contractors that attended the job walk stated that they had difficulty finding a qualified sub-contractor that was willing to complete this project. It should be noted that the sub-contractor that submitted the original proposal did not submit a bid for this project.

Attachment 1 includes the City's preferred design of the shade structure. Staff has discussed an alternative design with the contractor that submitted the bid that would not include attaching the structure to the existing building. However, the cost of a free-standing structure of comparable size would be relatively equivalent in overall costs due to the additional posts and supporting structure that would be required. Staff also determined costs for alternative building materials; a conservative estimate for a metal shade structure of similar size would be approximately \$70,000 and a comparable wood structure would cost approximately \$56,000 depending on the overall design. Staff recommends the proposed design as the best alternative for the Ruben Castro Human Services Center and to proceed with the project at the cost of \$34,628.38.

FISCAL IMPACT

Staff proposes to use a portion of the remaining 2006 RDA-SA Tab Proceeds to construct the shade structure at a cost of \$34,428.38 with a \$5,000 contingency for a total of \$39,428.38. The balance of 2006 RDA-SA Tab Proceeds is \$1,539,215. Future repairs/replacement of the shade fabric shall be paid for using the funds received from First 5 Neighborhoods for Learning as part of their lease agreement.

STAFF RECOMMENDATION

(ROLL CALL VOTE)

1. Award Agreement to Great Western Installations, Inc. dba Great Western Park & Playground for Shade Structure Design and Installation at the Ruben Castro Human Services Center subject to final language approval by the City Manager and City Attorney.
2. Adopt Resolution No. 2014-_____

Attachments:

1. Agreement
2. Resolution 2014-_____

**AGREEMENT BETWEEN THE CITY OF MOORPARK AND
GREAT WESTERN INSTALLATIONS INC. DBA GREAT WESTERN PARK &
PLAYGROUND, FOR DESIGN AND INSTALLATION OF SHADE STRUCTURE AT
RUBEN CASTRO HUMAN SERVICES CENTER**

THIS AGREEMENT, is made and effective as of this _____ day of _____, 2014, between the City of Moorpark, a municipal corporation (“City”) and Great Western Installations dba Great Western Park & Playground, 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 design and installation of a shade sail structure at the Ruben Castro Human Services Center (“RCHSC”); and

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

WHEREAS, the City Council of the City at a meeting held on the 19th day of November, 2014, authorized the City Manager to enter into this Agreement.

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 and Exhibit C, 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 design and installation of a shade sail structure at the RCHSC, as set forth in Exhibit B: Contractor’s Bid Proposal, dated October 23, 2014, which exhibit is attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as the “Proposal” and as set forth in Exhibit C, which is the City’s Bid Package attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as “Bid Package”. Exhibit B and Exhibit C, collectively, are referred to as “Scope of Services”. 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 and Exhibit C. 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. Compensation shall not exceed the rates or total value of thirty-four thousand six hundred twenty-eight dollars and thirty-eight cents (\$34,628.38) as stated in Exhibit B, without a written amendment to the agreement executed by both parties. Payment by City to Contractor shall be as referred to in this Agreement.

City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor agrees to comply with and be bound by all the terms, rules and regulations described in (a) Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations implementing such statutes, as though set forth in full herein, including any applicable amendments made thereto during the term of this Agreement. For every subcontractor who will perform work on this project, Contractor shall be responsible for subcontractor's compliance with (a) and (b), and Contractor shall take all necessary actions to ensure subcontractor's compliance.

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 Debbie Bond, 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 and Exhibit C, 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 thirty-four thousand six hundred twenty-eight dollars and thirty-eight cents (\$34,628.38) 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, unless such additional services and

compensation are authorized, in advance, in a written amendment to the agreement executed by both parties. The City Manager may approve additional work not to exceed fifteen percent (15%) of the amount of the Agreement.

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 one hundred twenty-five dollars (\$125) 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 ten (10) 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 Indemnatee. 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, including but not limited to the Americans with Disabilities Act and Occupational Health and Safety Administration 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

Contractor covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year, and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in

the City or its Area of Interest, while under contract with the City and for a one (1) year time period following termination of this Agreement.

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, California 93021

To: Great Western Park & Playground
ATTN: Debbie Bond, COO
2598 W. 5700 S.
Wellsville, Utah 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 and Exhibit C 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 DBA
GREAT WESTERN PARK & PLAYGROUND

By: _____
Steven Kueny, City Manager

By: _____
Debbie Bond, Chief Operating Officer

Attest:

Maureen Benson, City Clerk

EXHIBIT A

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability

Commercial General Liability Insurance shall be provided by an Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Contractor's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

- a. Explosion, collapse or underground hazard (XCU)
- b. Products and completed operations
- c. Pollution liability
- d. Contractual liability

Coverage shall be applicable to City for injury to employees of contractors, subcontractors, or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

2. Workers' Compensation

Workers' Compensation insurance shall be provided on a state-approved policy form providing statutory benefits as required by law with employers' liability limits no less than \$1,000,000 per accident for all covered losses.

3. Business Auto Coverage

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent shall be provided. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

4. Excess or Umbrella Liability

Excess or Umbrella Liability insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of contractor, subcontractors, or others involved in the Work. The scope of coverage provided is subject to the approval of city following receipt of proof of insurance as required herein. Limits are subject to review.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with A.M. Best rating of A- or better and a minimum financial size of VII.

Contractor and City agrees as follows:

1. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, agents, using standard ISO endorsement No. CG 2010 with an edition date of 2004. Contractor also agrees to require all contractors, subcontractors, and anyone else involved in any way with the project contemplated by this Agreement to do likewise.
2. Any waiver of subrogation express or implied on the part of the City to any party involved in this Agreement or related documents applies only to the extent of insurance proceeds actually paid. City, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any party for sums not paid by insurance. For its part, Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors, or others involved in any way with the project contemplated by this Agreement to do likewise.

3. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Agreement shall be endorsed to delete the subrogation condition as to the city, or to specifically allow Contractor or others providing insurance herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.
4. It is agreed by Contractor and City that insurance provided pursuant to these requirements is not intended by any party to be limited to providing coverage for the vicarious liability of City, or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this or any other Agreement (express or implied) in any way relating to City is intended to apply to the full extent of the policies involved. Nothing referred to here or contained in any agreement involving City in relation to the project contemplated by this Agreement is intended to be construed to limit the application of insurance coverage in any way.
5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discover period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of binders of coverage, or endorsements, or certificates of insurance, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of insurance is not delivered as required, or in the event such insurance is canceled or reduced at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.
8. Contractor agrees to endorse, and to required others to endorse, the insurance provided pursuant to these requirements, to require 30 days notice to City and the appropriate tender prior to cancellation or reduction of such liability coverage and notice of any material alteration or non-renewal of any such coverage, and to require contractors, subcontractors, and any other party in any way involved with the project contemplated by this Agreement to do likewise.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Contractor or any subcontractor, and any other party

involved with the project who is brought onto or involved in the project by Contractor, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self- insurance available to the City.

10. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request, all agreements with subcontractors and others engaged in this project will be submitted to City for review.
11. Contractor agrees that all layers of third party liability coverage required herein, primary, umbrella and excess, will have the same starting and expiration date. Contractor agrees further that all other third party coverages required herein will likewise have concurrent starting and ending dates.
12. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, architect, engineer, or other entity or person in any way involved in the performance of Work on the project contemplated by this Agreement to self-insure its obligations to City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
13. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor 90 days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
14. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this Agreement.
15. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
16. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to

this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. The insurance shall include but not be limited to products and completed operations and discontinued operations, where applicable. Termination of this obligation is not effective until City executes a written statement to that effect.

17. Contractor agrees to waive its statutory immunity under any workers' compensation statute or similar statute, in relation to the City, and to require all subcontractors and any other person or entity involved in the project contemplated by this Agreement to do likewise.
18. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be all-inclusive.
19. Any provision in any of the construction documents dealing with the insurance coverage provided, pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties to be interpreted as such.
20. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the project that is the subject of this Agreement and evidencing products and completed operations coverage for not less than two years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by City.
21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Contractor agrees to obtain and provide to City a copy of Professional Liability coverage for Architects or Engineers on this project through Contractor. City shall determine the liability limit.

ATTACHMENT 1

BID PROPOSAL
 TO BE EXECUTED
 BY BIDDER AND SUBMITTED WITH BID

CITY OF MOORPARK
 MOORPARK, CALIFORNIA

Shade Structure Design and Installation at Ruben Castro Human Services Center
 612 Spring Road, Suite 401
 Moorpark, CA 93021

Bids to Be Received – October, 21, 2014, by 3:00 p.m.

CONTRACTOR

Name Great Western Park & Playground
 Street Address 2598 W. 5700 S.
 City Wellsville State UT Zip Code 84339
 Telephone Number _____
 Contractor's License No. ~~XXXXXXXXXX~~ 929912 Class B ~~Autobody~~, Expiration Date 3/31/2015

The undersigned swears under penalty of perjury that the information regarding the Contractor's License is true and correct.

Signature of Bidder / Title Debbie Bond COO

PROPOSED SCHEDULE OF WORK AND PRICES

Shade Structure Design and Installation at Ruben Castro Human Services Center

Item	Description	Qty	Unit	Total
1	Shade Structure	1	LS	\$13,975
2	Engineering/Permitting	1	LS	\$2,303.38
3	Installation	1	LS	\$18,350

Total Amount of Bid \$ 34,628.38

Number of **calendar days** for completion: 180 (total days including lead times for design/engineering, product ordering and installation scheduling)

JANICE S. PARVIN
 Mayor

ROSEANN MIKOS, Ph.D.
 Councilmember

KEITH E. MILLHOUSE
 Councilmember

DAVID POLLOCK
 Councilmember

MARK VAN DAM
 Councilmember

BID PROPOSAL (continued)

TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

Bid Due Date/Time: October, 21, 2014 by 3:00 p.m.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into Contract with the City of Moorpark to perform the Work as specified or indicated in said Contract Documents entitled: *Shade Structure Design and Installation at Ruben Castro Human Services Center.*

Bidder accepts all of the terms and conditions of the Contract Documents, including without limitations, those in the Informal Bid Proposal, Project Plans and Specifications.

This Bid will remain open for a 90-day period. By signing this bid proposal, the Bidder agrees to enter into a Contract within the time and in the manner as required in the Bid documents. **Bidder understands that by submitting this bid, bidder is agreeing to furnish the insurance certificates, endorsements, and bonds as required by the Contract Documents. Contractor understands that failure to provide the insurance certificates, endorsements and bonds will cause Bidder to forfeit the bid bond and City will terminate the bid award and award the bid to the next lowest responsible bidder.**

Bidder has examined copies of all the Contract Documents through and inclusive of the following Bid Addenda (receipt of which is hereby acknowledged):

Bid Addenda Number: _____ Date: _____
Bid Addenda Number: _____ Date: _____

Bidder has familiarized themselves with the nature and extent of the Contract Documents; the Work; the site together with the surrounding environment and locality; the legal requirements involved (including all applicable federal, state and local laws, ordinances, rules, regulations, codes, etc.); and, the conditions affecting costs, progress or performance of the Work. Bidder has made such independent investigations as Bidder deems necessary.

To all the foregoing said Bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated within the Contract Documents, and to accept in full payment therefore the Contract Price named in the aforementioned Bid Schedule(s).

The bid must be signed in the name of the bidder and must bear the signature in longhand of the person duly authorized to sign for the Contractor.

Bidder: Great Western Park & Playground

By: Debbie Bond
(Signature — Authorized Representative)

Title: COO Dated: 10/23/2014

NON-COLLUSION DECLARATION

TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the COO of Great Western Park & Playground the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on October 23, 2014 [date], at Logan [city], UT [state].

Name of Bidder

Name of Bidder

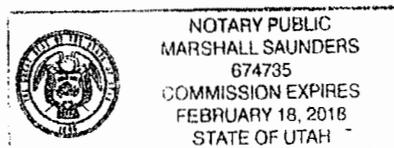
Signature of Bidder

Dedra Pond
Signature of Bidder

2598 W. 5700 S. Wellsville, UT 84339
Address of Bidder

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate executed form)

Notary: [Signature]



STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES

TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

The bidder is required to state the bidder's financial ability and a general description of similar work performed.

Required Qualifications: Bidders must hold a valid State of California Contractor's License at the time the bid is submitted to the City, and must have satisfactorily completed at least three Southern California projects in the last five years of comparable size to the scope of this project.

Number of years engaged in providing the work included within the scope of the specifications under the present business name: 18 yrs.

List and describe fully the last three contracts performed by your firm which demonstrate your ability to complete the work included within the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: City of Bakersfield Parks & Recreation
Contact Individual: Darin Budak Phone No. 661-342-6232
Address: _____
Contract Amount: \$150k Year: 2014
Description of work done:
Provide & Install Playground Equipment for Wilderness Park in Bakersfield.

Reference No. 2

Customer Name: City of Fillmore Parks & Recreation
Contact Individual: Annette Cardona Phone No. 805-514-1500 x 216
Address: _____
Contract Amount: \$200k Year: 2013
Description of work done:
Provide & Install Playground Equipment at Two Rivers Park in Fillmore, CA.

Reference No. 3

Customer Name: City of Los Angeles
Contact Individual: Mike Shull Phone No. 213-202-2655
Address: _____
Contract Amount: \$530 Year: 2013
Description of work done:
Provide & Install Custom GFRC Playground to bring this new playground (Drum Barracks) & many others to the community.

STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES

(Cont'd)

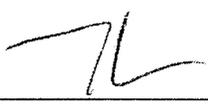
STATE OF CALIFORNIA, COUNTY OF VENTURA

I am the COO
_____ of Great Western Park & Playground

_____, the bidder herein. I have read the foregoing statement and know the contents thereof; and I certify that the same is true to my knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true.

Executed on 10/23/14 at Ventura, California.
(date) (place)

I declare, under penalty of perjury, that the foregoing is true and correct.


Signature of Bidder

TREASURER
Title

Debbie Poond
Signature of Bidder

COO
Title

**COMPLIANCE WITH ENVIRONMENTAL, HEALTH
AND SAFETY STANDARDS**

*TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID*

The Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) prohibits employers from knowingly discharging or releasing a chemical known to the State of California to cause concern, birth defects or other reproductive harm into water or onto land where such chemical passes or, in all probability, will pass into any source of drinking water. Notwithstanding any provision in this Act exempting Contractor, Contractor hereby agrees to comply with all provisions of the Act relating to the discharge of hazardous chemicals on the job site.

Contractor fully agrees that Contractor, Contractor's employees and subcontractors shall not discharge such chemicals on the job site which will result in the discharge of such chemicals, and shall, upon completion of performance of all other duties under this contract, remove all supplies, materials and waste remaining on the job site which if exposed, could result in the discharge of such chemicals. Contractor shall be financially responsible for compliance with Proposition 65.

Contractor shall also comply with state of California anti-smoking laws which, in part, prohibit smoking in the workplace and enclosed areas.

Should Contractor, Contractor's employees, or subcontractors or their employees fail to comply, within 24 hours from the time City issues and Contractor receives a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, City may give notice of default to Contractor, and at the City's option, elect any and all rights or remedies set forth in this agreement.

Approved by Contractor: Great Western Park & Playground

Title: COO

Date: 10/23/2014

WORKERS' COMPENSATION INSURANCE CERTIFICATE

*TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID*

Sections 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign and file with the awarding body the following statement:

"I am aware of the Provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

By Debbie Bond
Title: COO Date: 10/23/2014

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

[Labor Code §§ 1720, 1775, 1776, 1777.5, 1810, 1813, 1860, 1861, 3700]

The undersigned Contractor certifies that it is aware of and hereby agrees to fully comply with the following provisions of California law:

1. Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding Owner ("Owner") and agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to Owner, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.
3. Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform Owner of the location of the records. Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.
4. Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
5. Contractor acknowledges that eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and the Contractor and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.
6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to Owner, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Signature Debbie Bond

Date 10/23/2014

Printed Name Debbie Bond

Company Great Western Park & Playground

Title COO

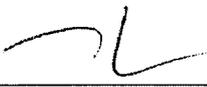
BIDDER'S STATEMENT OF SUBCONTRACTORS

TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

Provide a complete list of all Subcontractors who will perform more than 1/2% the value of the total lump sum bid amount¹. (NOTE: If bidding contractor does not have the appropriate specialty designations as required by these bid documents, than a subcontractor with the appropriate specialty designation must be listed here. Failure to do so may result in the bid being disqualified.)

Subcontractor Name: Central Coast Playground	License No: Classification: 788877
Subcontractor Address: P.O. Box 2212, Orcutt, CA 93451	Subcontractor Phone: 805-878-9509
Type of Work: Installation of Shade Structure	Percent Work to be done: 45.33%
Subcontractor Name:	License No: Classification:
Subcontractor Address:	Subcontractor Phone:
Type of Work:	Percent Work to be done:
Subcontractor Name:	License No: Classification:
Subcontractor Address:	Subcontractor Phone:
Type of Work:	Percent Work to be done:

(attach more sheets if necessary)



Signature(s) of Bidder

Total Percentage ² _____
Date 10/23/11

¹ Based on contract price

² May not exceed 50% of contract price. See Greenbook Section 2-3.2

BID BOND
The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Great Western Park & Playground, Inc.

as Principal hereinafter called the Principal, and Old Republic Surety Company
a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety,
are held and firmly bound unto City of Moorpark, CA

as Obligee, hereinafter called the Obligee, in the sum of _____
10% of Thirty-four thousand Six hundred twenty-nine dollars.

Dollars (\$ 34,629.00), for the payment of which sum well and truly to be made, the said Principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the Principal has submitted a bid for providing and installing a custom shade structure at the Rueben
Castro Human Service Center.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

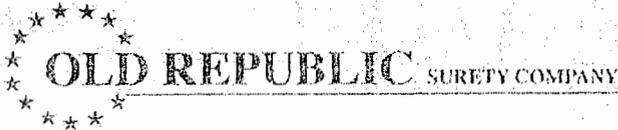
Signed and sealed this 23 day of October, 2014

Daphne Bond
Witness

Great Western Park & Playground, Inc.
Principal (Seal)
By: *[Signature]* VP.
Name/Title

Lanae B. McKenna
Witness

Old Republic Surety Company
Surety
By: *[Signature]* Attorney-in-Fact

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JIM FLEMING, TRACY L. HOTH, MATT ROBBINS, OF LOGAN, UT

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 18TH day of SEPTEMBER, 2009.

[Signature]
Assistant Secretary



OLD REPUBLIC SURETY COMPANY
[Signature]
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 18TH day of SEPTEMBER, 2009, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



[Signature]
Notary Public

My commission expires: 12/02/2012

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

48-5316

Signed and sealed at the City of Brookfield, WI this ___ day of ___

QUALITY 1ST INS. AGENCY, INC.



[Signature]
Assistant Secretary

THIS DOCUMENT IS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE REVERSE. IF THIS DOCUMENT IS A WHITE MARK, IF THIS SEALS/TUBES ARE ABSENT IN THIS DOCUMENT IS VOID.

ORSC 2282 10/08



QUOTE
#77012

10/23/2014

Ruben Castro Shade Structure

Moorpark City
Attn: Jeremy Laurentowski
799 Moorpark Ave.
Moorpark, CA 93021
Phone: 805-517-6385
jlaurentowski@moorparkca.gov

Project #: P60545
Ship To Zip: 93021

Quantity	Part #	Description	Unit Price	Amount
1	SHADE	Custom Canopies - 3 Triangle Sails Shade, Delivered - <i>Approx Size 36x32x32</i> 3 Posts (12', 14', 14' above grade) 4 wall mount plates (Wall plates should be placed minimum 16' - 18' high to assure proper slope for runoff) Includes rebar footing cages and CA Fire Marshal fabric	\$13,000.00	\$13,000.00
1	ENG	Custom Canopies - Engineering & Calculations	\$1,205.00	\$1,205.00
1	INSTALL	Custom Canopies - Installation of shade. Price includes 3 footings through concrete. fastening points to existing buildings. Price assumes poor access. Price does not include any structural modifications to existing building.	\$18,350.00	\$18,350.00
1	BOND	Custom Canopies - Payment & Performance Bond	\$1,008.00	\$1,008.00

Shipping to Moorpark, CA 93021.

SubTotal: \$33,563.00

Tax: \$1,065.38

Installation at Prevailing Wages.

Total Amount: \$34,628.38

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.**

Ruben Castro Shade Structure

**QUOTE
#77012**

10/23/2014

This quotation is subject to policies in the current product catalogs used to develop this quote and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to Great Western. Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services.

Pricing: f.o.b. factory, firm for 10 days from date of quotation.

Payment terms: payment in full, net 30 days subject to approval by Great Western. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Shipment: order shall ship within 30-45 days after Great Western's receipt and acceptance of your purchase order, unless confirmed otherwise, color selections, approved submittals, and receipt of deposit, if required. **Receipt of goods: Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment. Damaged goods and/or shortages must be reported within 30 days of receipt of shipment in order to receive full credit. Please inspect and inventory all items received and list all damaged and missing goods on the bill of lading provided by the freight driver. Credit will not be given on items reported outside the 30 day time period.**

Freight charges: Prepaid and added at time of invoicing.

Taxes: State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions. Unless specifically included, this quotation also excludes drawings and permits. This quotation also excludes impact testing and independent audits unless specifically included.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Great Western designs and specifications are unique and not intended to be identical in all respects to other manufacturers. When requested we shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

To order: Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Order Information:

Bill To: _____
Company: _____
Attn: _____
Address: _____
City, State, Zip: _____
Contact: _____
Tel: _____
Fax: _____

Ship To: _____
Project Name: _____
Attn: _____
Address: _____
City, State, Zip: _____
Contact: _____
Tel: _____
Fax: _____

Salesman's Signature _____

Customer's Signature _____

Ruben Castro Shade Structure

**QUOTE
#77012**

10/23/2014

Order cannot be processed without colors. Please list your colors choices in the spaces provided below.

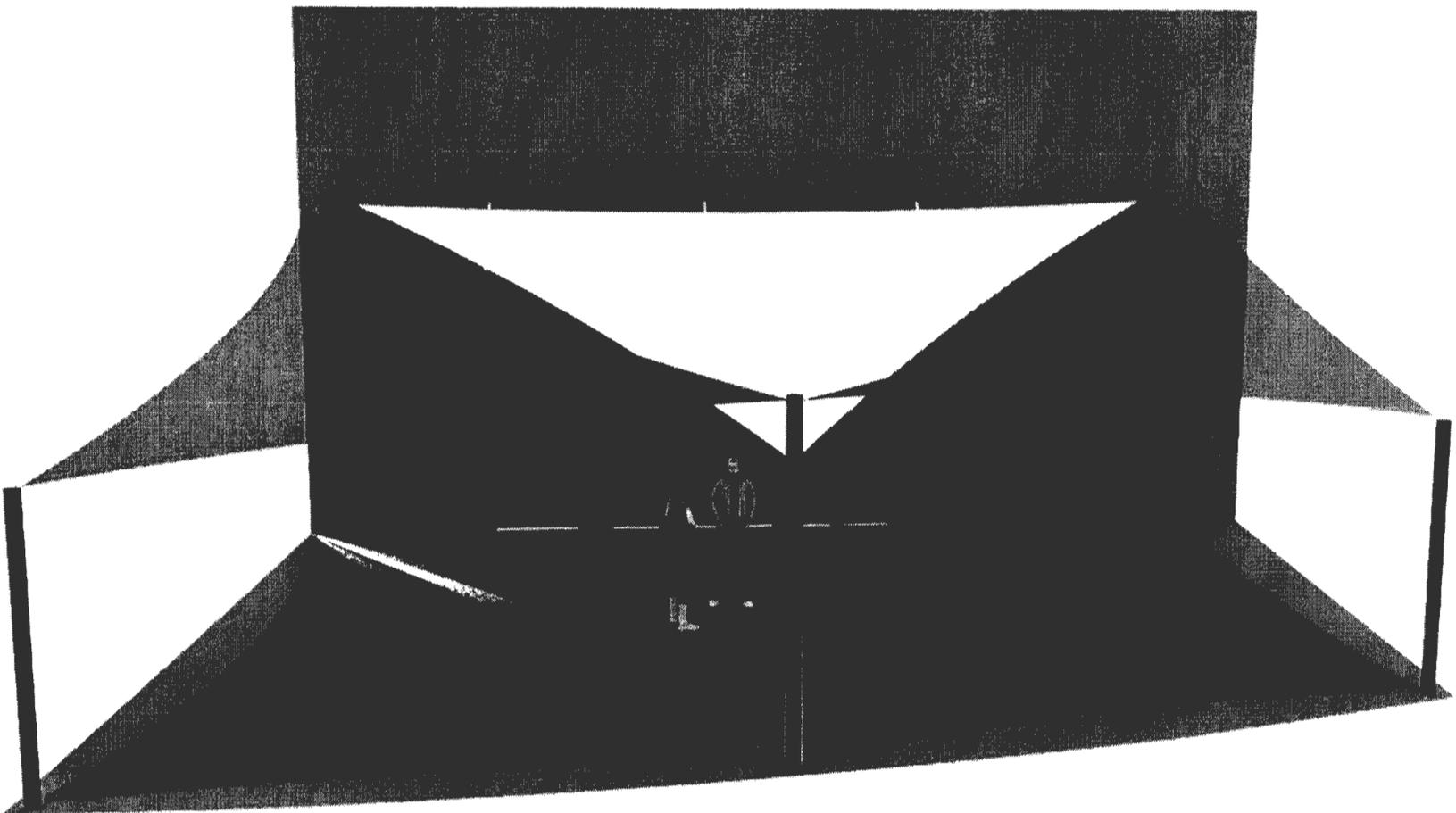
Item #1 Name _____ **Color Choice** _____

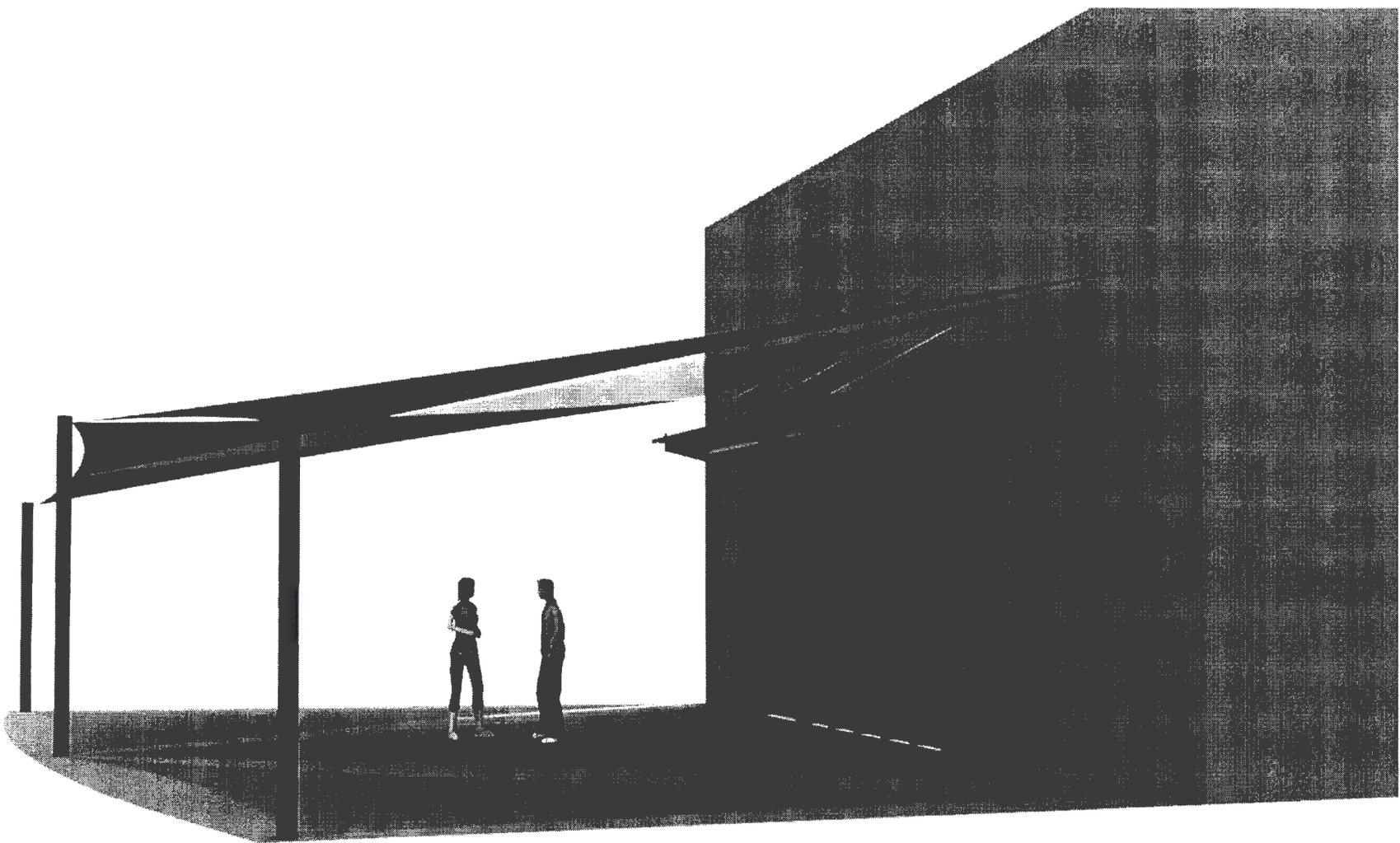
Item #2 Name _____ **Color Choice** _____

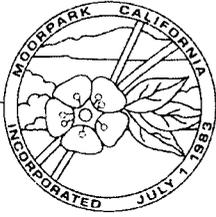
Item #3 Name _____ **Color Choice** _____

Item #4 Name _____ **Color Choice** _____

Item #5 Name _____ **Color Choice** _____







CITY OF MOORPARK

PARKS, RECREATION & COMMUNITY SERVICES DEPT. | 799 Moorpark Avenue, Moorpark, CA 93021
Main City Phone Number (805) 517-6200 | Fax (805) 532-2550 | moorpark@moorparkca.gov

October 7, 2014

RE: Construction of Shade Structure at the Ruben Castro Human Service Center (RCHSC)

Site Walk: Tuesday, October 14, 2014, at 10:00 a.m. at the project site location:
612 Spring Road, Suite 401, Moorpark, CA 93021

Proposals due by: **October 21, 2014 by 3:00 p.m.**

PROPOSAL

Contractor to:

Prepare turnkey project for design, fabrication, and installation of an exterior shade structure to be constructed over an outdoor play area. The shade structure should be constructed with appropriate steel poles and outdoor shade cloth fabric and should be designed according to 2013 CBC specifications, where applicable. Shade Cloth Fabric must carry a minimum 10-year warranty against failure from significant fading, discoloration, deterioration, breakdown, mildew, outdoor heat, or cold. Contractor shall provide to City all warranty information for cables, fasteners, posts, powder coating, etc. upon completion of the installation. Contractor is responsible for design and engineering of the structure and for obtaining approval of the design and engineering plans from the City of Moorpark Community Development Department and Building and Safety Department. Permits and plan review will be "no fee" to the selected Contractor.

Contractor responsibilities:

****THIS IS A PREVAILING WAGE PROJECT AND ALL PROPOSALS SHOULD BE BID AS SUCH. CONTRACTOR IS REQUIRED TO SUBMIT CERTIFIED PAYROLL AND COMPLY WITH ALL APPRENTICESHIP REQUIREMENTS AS OUTLINED IN LABOR CODE SECTIONS 1720 et seq. and 1770 et seq. and 1777 et seq. ANY VIOLATIONS OF LC SECTION 1770 WILL FORFEIT A \$50/DAY/WORKER FINE FOR ALL WORKER'S PAID LESS THAN THE PREVAILING WAGE RATE.****

1. Each bid must be submitted on the Bid Forms provided. All required areas in the Bid Form must be filled in and all prices must be stated in both words and figures. It is the sole responsibility of the bidder to see that the bid is delivered to the proper place and received at the proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened as not accepted.

2. The bid must be accompanied by certified check, cashier's check, or bidder's bond, made payable to the City of Moorpark for an amount of no less than ten percent (10%)

of the total bid amount, as a guarantee that the bidder, if its bid is accepted, will promptly obtain the required bonds and insurance and will prepare the required submittal documents and execute the contract. The Bid Bonds for those bids that were not selected will be returned to the Bidders upon award of the contract by the City Council.

The bidder to whom award is made shall execute a written contract with the City within fourteen (14) calendar days after notice of the award has been sent by mail to the address given in the proposal. The contract shall be made in the form adopted by the City and incorporated in these specifications. The bidder warrants that he/she possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all applicable Federal, State, City, and Special District laws, ordinances, and regulations.

3. As indicated, Contractor is responsible for procuring all approvals and permits for this work including those needed from the City of Moorpark Community Development Department and Building and Safety Department. Permits and plan review will be “no fee” to the Contractor.

4. If selected, Contractor required to provide a Payment and Performance bond in the amount of 100% of the bid price in the form incorporated herein as Attachment 4.

5. The City of Moorpark has adopted a Construction and Demolition (C&D) ordinance requiring all City projects, regardless of cost; to divert a minimum of 65% of material generated during the project from disposal in a landfill (through reuse or recycling). The City has created a Construction and Demolition Materials Management Plan (C&DMMP) form to assist applicants to meet these diversion requirements. You will be required to submit a Diversion Security Deposit of 3% of the project valuation to the City to ensure compliance with the ordinance. The deposit will be returned upon verification that you met the 65% diversion requirement. Also, a one-time fee for staff time associated with processing your C&D plan will be charged. You have two options to meet this requirement. You may use the City’s franchised haulers (Moorpark Rubbish Disposal services this facility), who can provide temporary bins and will dispose of your waste at a city authorized facility. Or you may self-haul your waste to a city authorized certified C&D processing facility. If you self-haul your waste you must use proper hauling vehicles and bins **owned by your company** and those vehicles must be **driven by your employees**. Please remember that because this project is a prevailing wage project, the driver of the self-haul vehicle will need to be paid a prevailing wage rate for driving the C&D materials to the authorized facility. **You will need to submit itemized weigh tickets from each facility documenting your C&D recycling and disposal that indicates the weight and type of material recycled or disposed.** These weigh tickets will need to be turned in to the Solid Waste Division and verified **prior to final payment release** for the job and refund of your C&D diversion security deposit. If diversion requirements are not met, the City will retain the deposit. Please contact the Solid Waste Division at 805-517-6257 with questions about the C&D ordinance or about how to obtain the forms and documentation requirements.

6. Verify that areas to remain unaltered adjacent to areas of work are completely secured and properly barricaded to ensure separation of such operations with anybody other than who is authorized to be in construction area before beginning such work. Provide barricades and maintenance thereof, in accordance with applicable Federal, State and local codes and their respective requirements. Install temporary barricades, enclosures and protections before work is started.

7. Perform work exercising proper care to prevent injury to the public, workmen and areas not included in this work scope. Repair or replace existing work scheduled to remain, which is damaged by these operations.

8. Limit noise to a reasonable level as related to specific items of equipment used and their hours of use. This does not preclude use of mechanical equipment, i.e. jack hammers, heavy equipment.

9. Site and surrounding areas to be left clean and free of any debris or other unsuitable materials.

10. Submit schedule for approval by the City's Representative indicating proposed methods and sequence of operations for work.

11. Contractor will provide a competent English-speaking Superintendent to oversee the complete project. The Superintendent shall be present at all times work is being performed. The Superintendent shall have the authority to bind Contractor through Superintendents acts. The Superintendent shall represent the Contractor; communications given to the Superintendent shall be binding on the Contractor.

12. Storage of equipment, supplies and materials at the site shall only be allowed with prior written approval from the City. In the event the City consents to allow Contractor to use designated City property for storage, Contractor agrees to assume full responsibility for loss, theft, damage to its equipment, supplies and any injury that may arise to any person. Contractor also assumes full responsibility for any and all damage to City property as a result of any Contractor owned property stored on City property, whether storage is temporary or permanent. Contractor acknowledges that the Indemnification in the Agreement document applies to such storage.

13. Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in the performance of this contract and shall be responsible for the protection of the work site and storage site until final acceptance by the City.

14. Contractor shall take all necessary precautions for the safety of workers on the project and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to

persons on, about, or adjacent to the premises where work is being performed and to provide a safe and healthful place of employment.

15. If a prospective bidder is in doubt or has any questions as to the true meaning or intent of any part of the Bid package, or discovers discrepancies, errors, or conflicts, or omissions, he/she may submit, to the City, a written request for an interpretation or a correction thereof. Interpretations or corrections shall be made only by addendum duly issued by the City. A copy of such addendum will be mailed, faxed, or delivered to each person receiving a set of the Contract Documents and such addendum shall be considered a part of, and incorporated in, the Contract Documents. Questions must be received in writing no later than 96 hours prior to the bid deadline in order to provide the City sufficient time to evaluate the question and respond no later than 72 hours prior to the bid deadline. Questions received after the 96 hour deadline will be deemed not received.

By submitting this proposal, Contractor agrees to sign the City's standard Agreement and to provide the insurance required by the contract. A copy of the Standard Agreement and Insurance Requirements is attached to this proposal. Contractors are encouraged to speak with their insurance companies regarding the required insurance to be sure that they can meet them prior to submitting their bid.

Questions regarding this Request for Proposals can be directed to the City's representative:

**Jeremy Laurentowski, Parks and Recreation Director
City of Moorpark, 799 Moorpark Avenue, Moorpark, CA
805-517-6385 or jlaurentowski@moorparkca.gov**

Attachments:

- 1 – Proposal/Bid Forms (All to be filled out and submitted with Bid)
- 2 – Form of Bid Bond
- 3 – City Standard Agreement and Insurance Requirements
- 4 – Form of Payment and Performance Bond
- 5 – Sample Design

ATTACHMENT 1

BID PROPOSAL TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

CITY OF MOORPARK
MOORPARK, CALIFORNIA

Shade Structure Design and Installation at Ruben Castro Human Services Center
612 Spring Road, Suite 401
Moorpark, CA 93021

Bids to Be Received – October, 21, 2014, by 3:00 p.m.

CONTRACTOR

Name _____

Street Address _____

City _____ State _____ Zip Code _____

Telephone Number _____

Contractor's License No _____ Class _____, Expiration Date _____

The undersigned swears under penalty of perjury that the information regarding the Contractor's License is true and correct.

Signature of Bidder / Title _____

PROPOSED SCHEDULE OF WORK AND PRICES

Shade Structure Design and Installation at Ruben Castro Human Services Center

Item	Description	Qty	Unit	Total
1	Shade Structure	1	LS	
2	Engineering/Permitting	1	LS	
3	Installation	1	LS	

Total Amount of Bid \$ _____

Number of **calendar days** for completion: _____ (total days including lead times for design/engineering, product ordering and installation scheduling)

JANICE S. PARVIN
Mayor

ROSEANN MIKOS, Ph.D.
Councilmember

KEITH F. MILLHOUSE
Councilmember

DAVID POLLOCK
Councilmember

MARK VAN DAM
Councilmember

BID PROPOSAL (continued)

*TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID*

Bid Due Date/Time: October, 21, 2014 by 3:00 p.m.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into Contract with the City of Moorpark to perform the Work as specified or indicated in said Contract Documents entitled: *Shade Structure Design and Installation at Ruben Castro Human Services Center.*

Bidder accepts all of the terms and conditions of the Contract Documents, including without limitations, those in the Informal Bid Proposal, Project Plans and Specifications.

This Bid will remain open for a 90-day period. By signing this bid proposal, the Bidder agrees to enter into a Contract within the time and in the manner as required in the Bid documents. **Bidder understands that by submitting this bid, bidder is agreeing to furnish the insurance certificates, endorsements, and bonds as required by the Contract Documents. Contractor understands that failure to provide the insurance certificates, endorsements and bonds will cause Bidder to forfeit the bid bond and City will terminate the bid award and award the bid to the next lowest responsible bidder.**

Bidder has examined copies of all the Contract Documents through and inclusive of the following Bid Addenda (receipt of which is hereby acknowledged):

Bid Addenda Number: _____ Date: _____
Bid Addenda Number: _____ Date: _____

Bidder has familiarized themselves with the nature and extent of the Contract Documents; the Work; the site together with the surrounding environment and locality; the legal requirements involved (including all applicable federal, state and local laws, ordinances, rules, regulations, codes, etc.); and, the conditions affecting costs, progress or performance of the Work. Bidder has made such independent investigations as Bidder deems necessary.

To all the foregoing said Bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated within the Contract Documents, and to accept in full payment therefore the Contract Price named in the aforementioned Bid Schedule(s).

The bid must be signed in the name of the bidder and must bear the signature in longhand of the person duly authorized to sign for the Contractor.

Bidder: _____

By: _____
(Signature — Authorized Representative)

Title: _____ Dated: _____

NON-COLLUSION DECLARATION

TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Name of Bidder

Name of Bidder

Signature of Bidder

Signature of Bidder

Address of Bidder

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate executed form)

STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES

TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

The bidder is required to state the bidder's financial ability and a general description of similar work performed.

Required Qualifications: Bidders must hold a valid State of California Contractor's License at the time the bid is submitted to the City, and must have satisfactorily completed at least three Southern California projects in the last five years of comparable size to the scope of this project.

Number of years engaged in providing the work included within the scope of the specifications under the present business name: _____.

List and describe fully the last three contracts performed by your firm which demonstrate your ability to complete the work included within the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: _____
Contact Individual: _____ Phone No. _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done: _____

Reference No. 2

Customer Name: _____
Contact Individual: _____ Phone No. _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done: _____

Reference No. 3

Customer Name: _____
Contact Individual: _____ Phone No. _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done: _____

STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES

(Cont'd)

STATE OF CALIFORNIA, COUNTY OF _____

I am the _____

_____ Of _____

_____, the bidder herein. I have read the foregoing statement and know the contents thereof; and I certify that the same is true to my knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true.

Executed on _____ at _____, California.
(date) (place)

I declare, under penalty of perjury, that the foregoing is true and correct.

Signature of Bidder

Title

Signature of Bidder

Title

COMPLIANCE WITH ENVIRONMENTAL, HEALTH AND SAFETY STANDARDS

*TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID*

The Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) prohibits employers from knowingly discharging or releasing a chemical known to the State of California to cause concern, birth defects or other reproductive harm into water or onto land where such chemical passes or, in all probability, will pass into any source of drinking water. Notwithstanding any provision in this Act exempting Contractor, Contractor hereby agrees to comply with all provisions of the Act relating to the discharge of hazardous chemicals on the job site.

Contractor fully agrees that Contractor, Contractor's employees and subcontractors shall not discharge such chemicals on the job site which will result in the discharge of such chemicals, and shall, upon completion of performance of all other duties under this contract, remove all supplies, materials and waste remaining on the job site which if exposed, could result in the discharge of such chemicals. Contractor shall be financially responsible for compliance with Proposition 65.

Contractor shall also comply with state of California anti-smoking laws which, in part, prohibit smoking in the workplace and enclosed areas.

Should Contractor, Contractor's employees, or subcontractors or their employees fail to comply, within 24 hours from the time City issues and Contractor receives a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, City may give notice of default to Contractor, and at the City's option, elect any and all rights or remedies set forth in this agreement.

Approved by Contractor: _____

Title: _____

Date: _____

WORKERS' COMPENSATION INSURANCE CERTIFICATE

*TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID*

Sections 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign and file with the awarding body the following statement:

"I am aware of the Provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

By _____

Title: _____

Date: _____

**AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

[Labor Code §§ 1720, 1775, 1776, 1777.5, 1810, 1813, 1860, 1861, 3700]

The undersigned Contractor certifies that it is aware of and hereby agrees to fully comply with the following provisions of California law:

1. Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding Owner ("Owner") and agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to Owner, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.
3. Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform Owner of the location of the records. Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.
4. Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
5. Contractor acknowledges that eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and the Contractor and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.
6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to Owner, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Signature _____

Date _____

Printed Name _____

Company _____

Title _____

BIDDER'S STATEMENT OF SUBCONTRACTORS

*TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID*

Provide a complete list of all Subcontractors who will perform more than 1/2% the value of the total lump sum bid amount¹. (NOTE: If bidding contractor does not have the appropriate specialty designations as required by these bid documents, than a subcontractor with the appropriate specialty designation must be listed here. Failure to do so may result in the bid being disqualified.)

Subcontractor Name:	License No:
	Classification:
Subcontractor Address:	Subcontractor Phone:
Type of Work:	Percent Work to be done:
Subcontractor Name:	License No:
	Classification:
Subcontractor Address:	Subcontractor Phone:
Type of Work:	Percent Work to be done:
Subcontractor Name:	License No:
	Classification:
Subcontractor Address:	Subcontractor Phone:
Type of Work:	Percent Work to be done:

(attach more sheets if necessary)

Total Percentage ² _____

Signature(s) of Bidder

Date

¹ Based on contract price

² May not exceed 50% of contract price. See Greenbook Section 2-3.2

ATTACHMENT 2

BID BOND

(in lieu of certified or cashier's check)

*TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID*

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, acknowledge ourselves jointly and severally bound to the City of Moorpark, the obligee, for ten percent (10%) of the total bid, to be paid to said City if the Proposal shall be accepted and the Principal shall fail to execute the contract tendered by the City within the applicable time specified in the Bid Terms and Conditions, or fails to furnish either the required Faithful Performance or Labor and Material Bonds, or fails to furnish evidence of insurance as required in the Standard Specifications, then this obligation shall become due and payable, and Surety shall pay to obligee, in case suit is brought upon this bond in addition to the bond amount hereof, court costs and a reasonable attorney's fee to be fixed by the court. If the Principal executes the contract and furnishes the required bonds and evidence of insurance as provided in the contract documents, this bond shall be extinguished and released. It is hereby agreed that bid errors shall not constitute a defense to forfeiture.

WITNESS our hands this ____ day of _____, 2013.

Contractor _____

By _____

Title _____

By _____

Title _____

Surety _____

By _____

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate executed form)

ATTACHMENT 3
SAMPLE AGREEMENT

**AGREEMENT BETWEEN THE CITY OF MOORPARK AND
XXXXXXXXXX, FOR DESIGN AND INSTALLATION OF SHADE SAIL STRUCTURE AT
RUBEN CASTRO HUMAN SERVICES CENTER**

THIS AGREEMENT, is made and effective as of this _____ day of _____, 2014, between the City of Moorpark, a municipal corporation (“City”) and XXXXXXXX, a XXXXXXX (“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 design and installation of a shade sail structure at the Ruben Castro Human Services Center (RCHSC); and

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

WHEREAS, the City Council of the City at a meeting held on the ____ day of _____, 2014, authorized the City Manager to enter into this Agreement.

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 and Exhibit C, 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 design and installation of a shade sail structure at the RCHSC, as set forth in Exhibit B: Contractor’s Bid Proposal, dated XXXXX, which exhibit is attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as the “Proposal” and as set forth in Exhibit C, which is the City’s Bid Package attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as “Bid Package”. Exhibit B and Exhibit C, collectively, are referred to as “Scope of Services”. 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 and Exhibit C. 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. Compensation shall not exceed the rates or total value of XXXXXX dollars (\$XXXXXX) as stated in Exhibit B, without a written amendment to the agreement executed by both parties. Payment by City to Contractor shall be as referred to in this Agreement.

City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor agrees to comply with and be bound by all the terms, rules and regulations described in (a) Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations implementing such statutes, as though set forth in full herein, including any applicable amendments made thereto during the term of this Agreement. For every subcontractor who will perform work on this project, Contractor shall be responsible for subcontractor's compliance with (a) and (b), and Contractor shall take all necessary actions to ensure subcontractor's compliance.

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 XXXXXX, 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 and Exhibit C, 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 XXXXX dollars (\$XXXXX) 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, unless such additional services and compensation are authorized, in advance, in a written amendment to the agreement executed by both parties. The City Manager may approve additional work not to exceed fifteen percent (15%) of the amount of the Agreement.

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 one hundred twenty-five dollars (\$125) 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 ten (10) 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, including but not limited to the Americans with Disabilities Act and Occupational Health and Safety Administration 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

Contractor covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year, and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, while under contract with the City and for a one (1) year time period following termination of this Agreement.

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, California 93021

To: Contractor
ATTN:
Address
City, State, Zip Code

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 and Exhibit C 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

CONTRACTOR

By: _____
Steven Kueny, City Manager

By: _____
SIGNATORY, TITLE

Attest:

Maureen Benson, City Clerk

EXHIBIT A

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability

Commercial General Liability Insurance shall be provided by an Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Contractor's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

- a. Explosion, collapse or underground hazard (XCU)
- b. Products and completed operations
- c. Pollution liability
- d. Contractual liability

Coverage shall be applicable to City for injury to employees of contractors, subcontractors, or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

2. Workers' Compensation

Workers' Compensation insurance shall be provided on a state-approved policy form providing statutory benefits as required by law with employers' liability limits no less than \$1,000,000 per accident for all covered losses.

3. Business Auto Coverage

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent shall be provided. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

4. Excess or Umbrella Liability

Excess or Umbrella Liability insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of contractor, subcontractors, or others involved in the Work. The scope of coverage provided is subject to the approval of city following receipt of proof of insurance as required herein. Limits are subject to review.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with A.M. Best rating of A- or better and a minimum financial size of VII.

Contractor and City agrees as follows:

1. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, agents, using standard ISO endorsement No. CG 2010 with an edition date of 2004. Contractor also agrees to require all contractors, subcontractors, and anyone else involved in any way with the project contemplated by this Agreement to do likewise.
2. Any waiver of subrogation express or implied on the part of the City to any party involved in this Agreement or related documents applies only to the extent of insurance proceeds actually paid. City, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any party for sums not paid by insurance. For its part, Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors, or others involved in any way with the project contemplated by this Agreement to do likewise.
3. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Agreement shall be endorsed to delete the subrogation condition as to the city, or to specifically allow Contractor or others providing insurance

herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.

4. It is agreed by Contractor and City that insurance provided pursuant to these requirements is not intended by any party to be limited to providing coverage for the vicarious liability of City, or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this or any other Agreement (express or implied) in any way relating to City is intended to apply to the full extent of the policies involved. Nothing referred to here or contained in any agreement involving City in relation to the project contemplated by this Agreement is intended to be construed to limit the application of insurance coverage in any way.
5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discover period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of binders of coverage, or endorsements, or certificates of insurance, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of insurance is not delivered as required, or in the event such insurance is canceled or reduced at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.
8. Contractor agrees to endorse, and to required others to endorse, the insurance provided pursuant to these requirements, to require 30 days notice to City and the appropriate tender prior to cancellation or reduction of such liability coverage and notice of any material alteration or non-renewal of any such coverage, and to require contractors, subcontractors, and any other party in any way involved with the project contemplated by this Agreement to do likewise.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Contractor or any subcontractor, and any other party involved with the project who is brought onto or involved in the project by Contractor, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to the City.
10. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and

review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request, all agreements with subcontractors and others engaged in this project will be submitted to City for review.

11. Contractor agrees that all layers of third party liability coverage required herein, primary, umbrella and excess, will have the same starting and expiration date. Contractor agrees further that all other third party coverages required herein will likewise have concurrent starting and ending dates.
12. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, architect, engineer, or other entity or person in any way involved in the performance of Work on the project contemplated by this Agreement to self-insure its obligations to City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
13. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor 90 days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
14. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this Agreement.
15. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
16. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. The insurance shall include but not be limited to products and completed operations and discontinued operations, where applicable. Termination of this obligation is not effective until City executes a written statement to that effect.
17. Contractor agrees to waive its statutory immunity under any workers' compensation statute or similar statute, in relation to the City, and to require all subcontractors and any other person or entity involved in the project contemplated by this Agreement to do likewise.

18. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be all-inclusive.
19. Any provision in any of the construction documents dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties to be interpreted as such.
20. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the project that is the subject of this Agreement and evidencing products and completed operations coverage for not less than two years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by City.
21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Contractor agrees to obtain and provide to City a copy of Professional Liability coverage for Architects or Engineers on this project through Contractor. City shall determine the liability limit.

ATTACHMENT 4

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____ hereinafter referred to as "Contractor" as principal, and hereinafter referred to as "Surety," are held and firmly bound unto the City of Moorpark, California, hereinafter referred to as "City", or "Obligee" in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into a Contract with the City of Moorpark, California, for design and installation of shade sail structure at the Ruben Castro Human Services Center and is required by said City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the covenants and obligations of said Contract to be done and performed at the time and in the manner specified herein, then this obligation shall be null and void one year after date of recordation of Notice of Completion by City of the completed work; otherwise it shall be and remain in full force and effect, and Surety shall cause the Contract to be fully performed or to pay to obligee the cost of performing said Contract in an amount not exceeding the said sum above specified, and shall also, in case suit is brought upon this bond, pay to obligee court costs and a reasonable attorney's fee, to be fixed by the court.

IT IS FURTHER PROVIDED, that any alterations in the work to be done or the material to be furnished shall not in any way release the Contractor or the Surety thereunder, nor shall any extensions of time granted under the provisions of the Contract release either the Contractor or the Surety; and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this _____ day of _____, 2014.

Contractor: _____ By: _____

Title: _____ By: _____

Surety: _____ By: _____

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate executed form)

BOND FOR MATERIAL SUPPLIERS AND LABORERS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____ hereinafter referred to as "Contractor" as principal, and _____ hereinafter referred to as "Surety," are held and firmly bound unto the CITY OF MOORPARK, CALIFORNIA, hereinafter referred to as "City " in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into a Contract for design and installation of shade sail structure at the Ruben Castro Human Services Center and is required by City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if the said principal as Contractor in said Contract or subcontractors fails to pay for any subcontractors, materials, provisions, or its other supplies, or items, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, said Surety will pay for the same in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California. This bond shall remain in full force and effect through the term of the Agreement and beyond as set forth herein. The Contractor may cause the Bond to be exonerated six (6) months after the date of recordation of the Notice of Completion by the City and only with the City's written permission. However, Bond shall not be exonerated if claims or stop notices remain outstanding.

IT IS FURTHER PROVIDED, that any alterations in the work to be done or the material to be furnished, which may be made pursuant to the terms of said Contract shall not in any way release either the Contractor or the Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either the Contractor or the Surety; and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

**BOND FOR MATERIAL SUPPLIERS AND LABORERS ~
(continued)**

WITNESS our hands this _____ day of _____, 2014.

Contractor

By: _____

Title: _____

By: _____

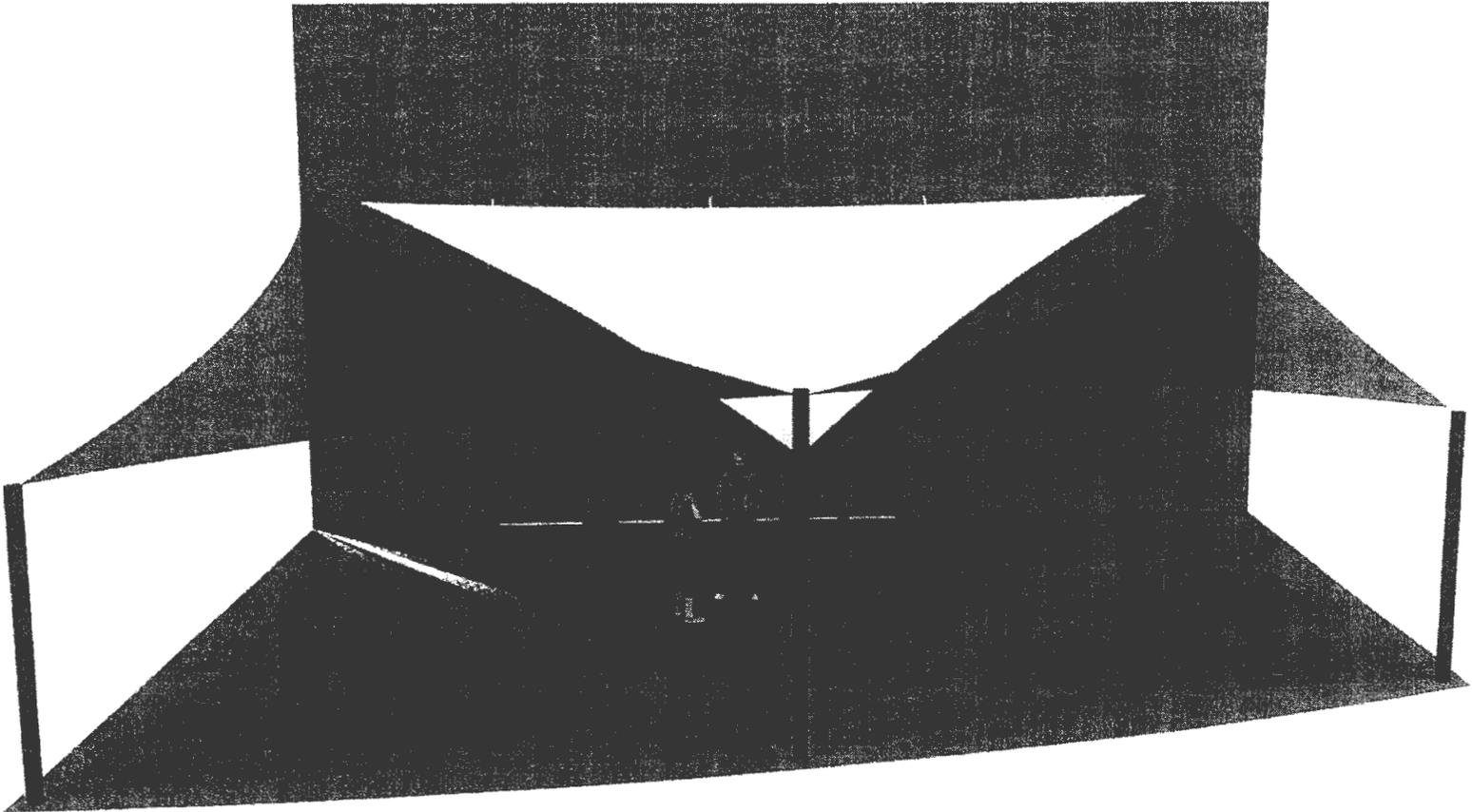
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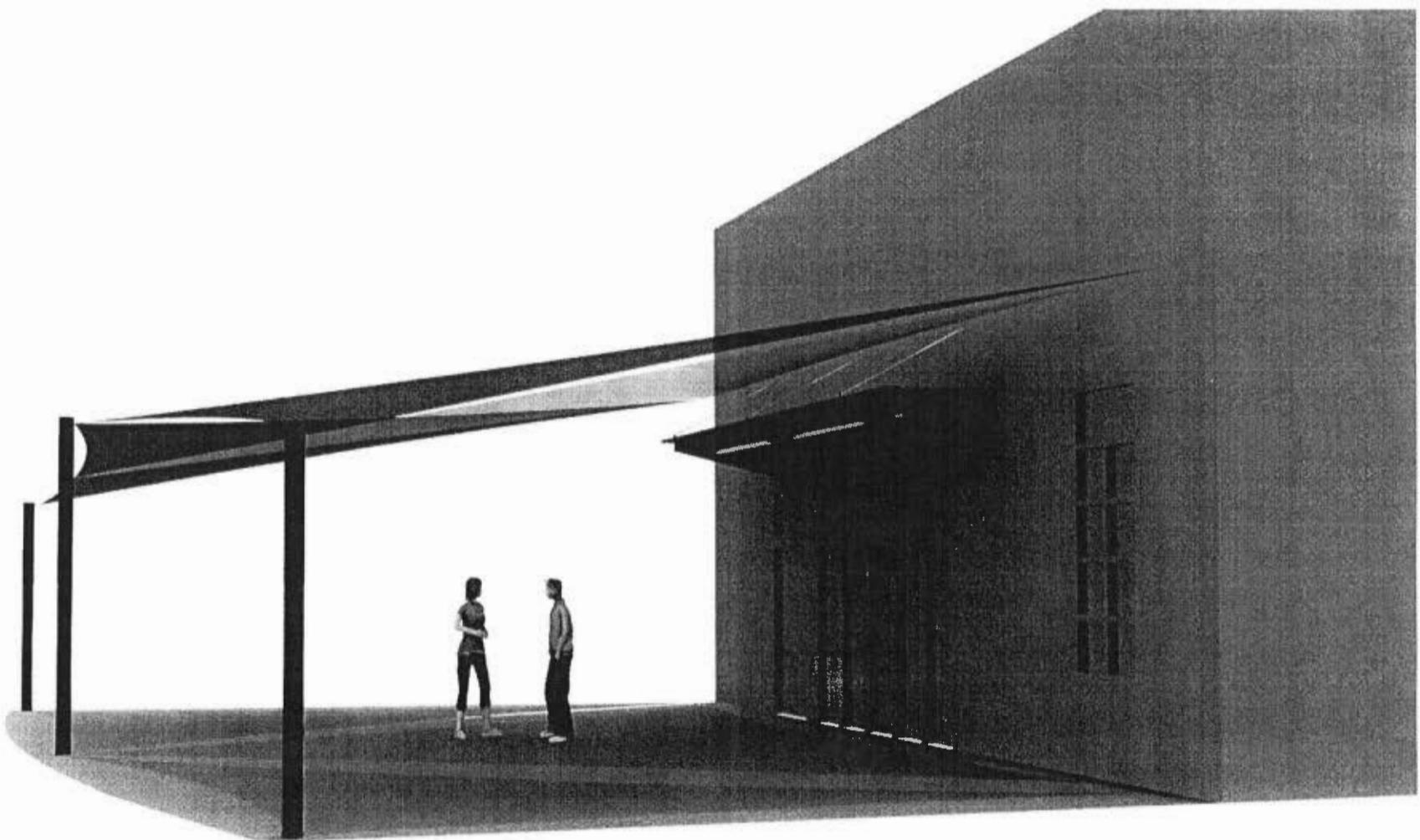
Surety

By: _____

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate executed form)

**SAMPLE
PREFERRED
DESIGN/LAYOUT**





RESOLUTION NO. 2014-_____

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FISCAL YEAR 2014/2015 BUDGET BY APPROPRIATING \$39,928.38 FROM THE 2006 RDA-SA TAB PROCEEDS (9104) FOR THE DESIGN AND INSTALLATION OF A SHADE STRUCTURE AT THE RUBEN CASTRO HUMAN SERVICES CENTER

WHEREAS, on June 18, 2014, the City of Moorpark adopted the Operating and Capital Improvement budget for Fiscal Year 2014/15; and

WHEREAS, on December 18, 2014, the City Council approved Amendment No. 2 to the lease Agreement with First 5 Neighborhoods for Learning and the installation of a shade structure at the Ruben Castro Human Services Center; and

WHEREAS, a staff report has been presented to the City Council requesting approval of an Agreement with Great Western Installations, Inc., dba Great Western Park & Playground for design and installation of a shade structure at the Ruben Castro Human Services Center; and

WHEREAS, a budget adjustment in the amount of \$39,628.38 from the 2006 RDA-SA Tab Proceeds (9104) is requested for this work; and

WHEREAS, Exhibit "A", attached hereto and made a part hereof, describes said budget amendment and the 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 in the amount of \$39,928.38 from the 2006 RDA-SA Tab Proceeds (9104) 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.

PASSED AND ADOPTED this 19th day of November, 2014.

Janice S. Parvin, Mayor

ATTEST:

Maureen Benson, City Clerk

Exhibit A – Budget Amendment

EXHIBIT A

BUDGET AMENDMENT FOR DESIGN AND INSTALLATION OF A SHADE STRUCTURE AT
THE RUBEN CASTRO HUMAN SERVICES CENTER

2014/15

FUND ALLOCATION FROM:

Fund	Account Number	Amount
2006 RDA-SA TAB PROCEEDS	9104-5500	\$ 39,628.38
Total		\$ 39,628.38

DISTRIBUTION OF APPROPRIATION TO EXPENSE ACCOUNTS:

Account Number	Current Budget	Revision	Amended Budget
9104.2411.5020.9632	\$ -	\$ 39,628.38	\$ 39,628.38
	\$ -		\$ -
		\$ -	\$ -
Total	\$ -	\$ 39,628.38	\$ 39,628.38

Approved as to Form:

Bon Allen
11.7.2014