

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** Honorable City Council

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

**BY:** Jennifer Mellon, Administrative Services Manager 

**DATE:** October 27, 2014 (Meeting of November 19, 2014)

**SUBJECT:** Consider the Replacement Playground Equipment Proposed by Sun Country Systems Inc., and Award of Agreement to Sun Country Systems Inc, (Project #7801), and Consider Resolution Authorizing Execution of State Standard Agreement for Housing Related Parks Program Grant, and Consider Resolution Amending the Fiscal Year 2014-15 Budget

**BACKGROUND AND DISCUSSION**

On November 5, 2012, staff prepared an agenda report for the Parks and Recreation Commission describing the need to replace the playground equipment at Poindexter Park; as it has outlived its life expectancy. The industry standard and life expectancy of playground equipment is approximately fifteen years. Most play equipment warranties expire after ten years and major renovations are typically required after fifteen years to replace worn equipment and in an effort to meet current equipment trends, playground safety codes and Americans with Disabilities Act (ADA) requirements. The playground equipment at Poindexter Park was originally installed eighteen years ago in 1996 and consists of two separate tot lot play areas with individual play structures, one for children in the two to five year age group and one play structure for children in the five to twelve year age group. In addition, the tot lot areas include two swing sets, one for each age group; several spring-hinged animals; a merry-go-round; and a sand-and-water play structure. The two tot lot play areas meet current ADA access requirements, as engineered wood fiber (EWF), which is ADA compliant, and concrete ramps into the playground areas are provided.

On June 18, 2014, the City Council adopted the Operating and Capital Improvement Budget for Fiscal Year 2014/15. Capital Improvement Project (CIP) #7801 includes replacing the playground equipment at Poindexter Park at an amount of \$115,000. It is customary for the Parks and Recreation Commission to make a recommendation on the design of the playground equipment for City parks to the City Council.

On October 6, 2014, staff presented the five equipment replacement options to the Parks and Recreation Commission with the bids for their consideration and recommendation to take to City Council for final approval. All five vendors had similar

pricing and were within the budget provided by the City. After discussion, the Parks and Recreation Commission recommended the Sun Country Systems proposal due to the height of the five to twelve year old play structure being taller than the other proposed equipment; the dual slides; the platforms for communal play; and the traditional merry-go-round, which is a popular piece of equipment at Poindexter Park and not readily available at other parks.

There was also discussion regarding the sand-and-water component. The sand-and-water play equipment at Poindexter Park has been difficult to maintain in working condition and was recently replaced in 2013. The existing structure has already been damaged and repaired twice within the last twelve months and is currently non-operational. Staff believes that none of the proposals contained a sand-and-water component that could withstand the anticipated heavy play and recommended that this component not be included at this time. In addition, due to water conservation efforts, staff believes that a water play area that does not have the functionality of recycling and reusing the water should not be considered for Poindexter Park at this time. The Parks and Recreation Commission concurred with staff's recommendation and felt that staff should make the final recommendation for a sand feature to the City Council. Staff recommends replacing the sand-and-water play component with interactive sand equipment i.e. back-hoe type sand moving equipment and a discovery dig area component that consists of dinosaur bones.

Staff requested a revised quote from Sun Country Systems, removing the sand-and-water play component and adding an ADA compliant Digger and Large Dinosaur Fossil components for the sand area at the park. The revised bid included with the Agreement, Attachment 6, totals \$116,867.96.

### **FISCAL IMPACT**

Currently, there is no funding available in the Park Zone Development Fund for Zone 1 to replace the playground equipment at Poindexter Park. The Zone 1 Development Fund has a negative fund balance of approximately \$932,848 representing the outstanding interfund loan from the Special Projects Fund (4004) to partially finance the installation of the equipment at Poindexter Park. The fund balance will be supplemented by future development within the Zone 1 boundary. However, due to the high use of Poindexter Park and popularity with local residents, the City Council approved funding in the FY 2014/15 budget in the amount of \$115,000 from the General Fund Reserve to complete this work.

In January 2014, a grant opportunity was brought to staff's attention regarding possible funding options for the replacement of this play equipment. The California Department of Housing and Community Development (HCD) accepted applications for the Housing-Related Parks (HRP) Program. The HRP Program was designed to reward local governments that provided housing for lower-income households and are in compliance with State housing element law with grant funds to create or rehabilitate parks. The 2013

Notice of Funding Availability (NOFA) award funds to eligible jurisdictions on a per-bedroom basis for each residential unit affordable to very low and low income households permitted during calendar years 2010, 2011, 2012, and 2013. During the eligibility period, the City of Moorpark developed 27 units consisting of 68 bedrooms.

On October 13, 2014 the City was officially informed that the City was successful in securing the grant in the amount of \$123,850 to replace the playground equipment at Poindexter Park. Staff is recommending award of the Agreement to Sun Country Systems, Inc., Burke Premier Play Environments, in the amount of \$116,867.96 plus a 6% contingency of \$6,982.04, for a total of \$123,850 and authorize the City Manager to execute the Agreement subject to final language approval by the City Manager and the City Attorney, as well as Adoption of the Resolution authorizing execution of the State Standard Agreement for Housing Related Parks Program Grant.

**STAFF RECOMMENDATION**

**(ROLL CALL VOTE)**

1. Approve the Playground Equipment Proposed by Sun Country Systems, Inc.
2. Approve Agreement with Sun Country Systems, Inc. for replacement playground equipment at Poindexter Park and authorize the City Manager to execute the Agreement subject to final language approval by the City Manager and the City Attorney.
3. Adopt Resolution 2014-\_\_\_\_\_.
4. Adopt Resolution 2014-\_\_\_\_\_.

**Attachments:**

1. Great Western Park and Playground, Game Time Play Equipment
2. Pacific Park and Playground, Little Tikes Play Equipment
3. Recreation Republic, Kompan, Inc. Play Equipment
4. RecWest Outdoor Products, Inc., Landscape Structures Play Equipment
5. Sun Country Systems, Inc., Burke Premier Play Environments
6. Agreement
7. Resolution 2014-\_\_\_\_\_
8. Resolution 2014-\_\_\_\_\_



Great Western Park & Playground | Tyler Kyriopoulos 435-760-5103 Tyler@gwpark.com

5-12 PLAY STRUCTURE & 2-5 PLAY STRUCTURE  
W/SWINGS AND AMENITIES



Great Western Park & Playground | Tyler Kyriopoulos 435-760-5103 Tyler@gwpark.com

2-5 PLAY STRUCTURE W/SWINGS AND AMENITIES



Great Western Park & Playground | Tyler Kyriopoulos 435-760-5103 Tyler@gwpark.com

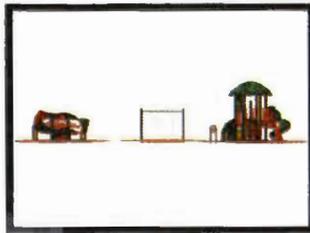
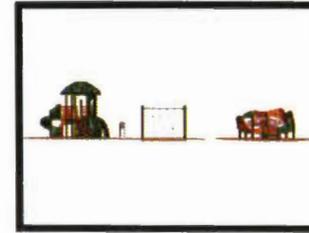
5-12 PLAY STRUCTURE W/SWINGS AND AMENITIES





**ATTACHMENT 2**  
Pacific Park and Playground

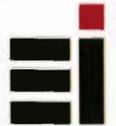
PAGE 1 OF 3



Project:  
**Poindexter Park  
Apricot Fiesta**

Project No.  
LP853\_41858502188\_1  
Drawn: 2014-08-08

Presented By:



**ENGINEERING INTENT**

Scott Muscolo  
Pacific Park and Playground  
805-581-0252



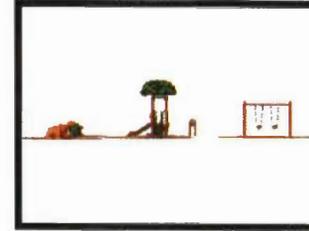
This play equipment complies with the safety performance specifications of ASTM for children 5-12 years old. Not all equipment may be appropriate for all children. Supervision is required.



PlayPower LT Farmington, Inc.  
800-325-8828 www.ltcps.com



Pacific Park and Playground



Project:  
Poindexter Park

Project No.  
LP853\_41858499595\_1  
Drawn: 2014-08-07

Presented By:



ENGINEERING INTENT

Scott Muscolo  
Pacific Park and Playground  
805-581-0252

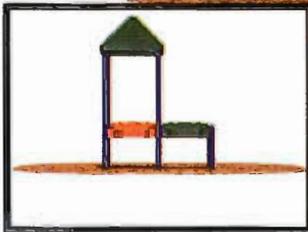
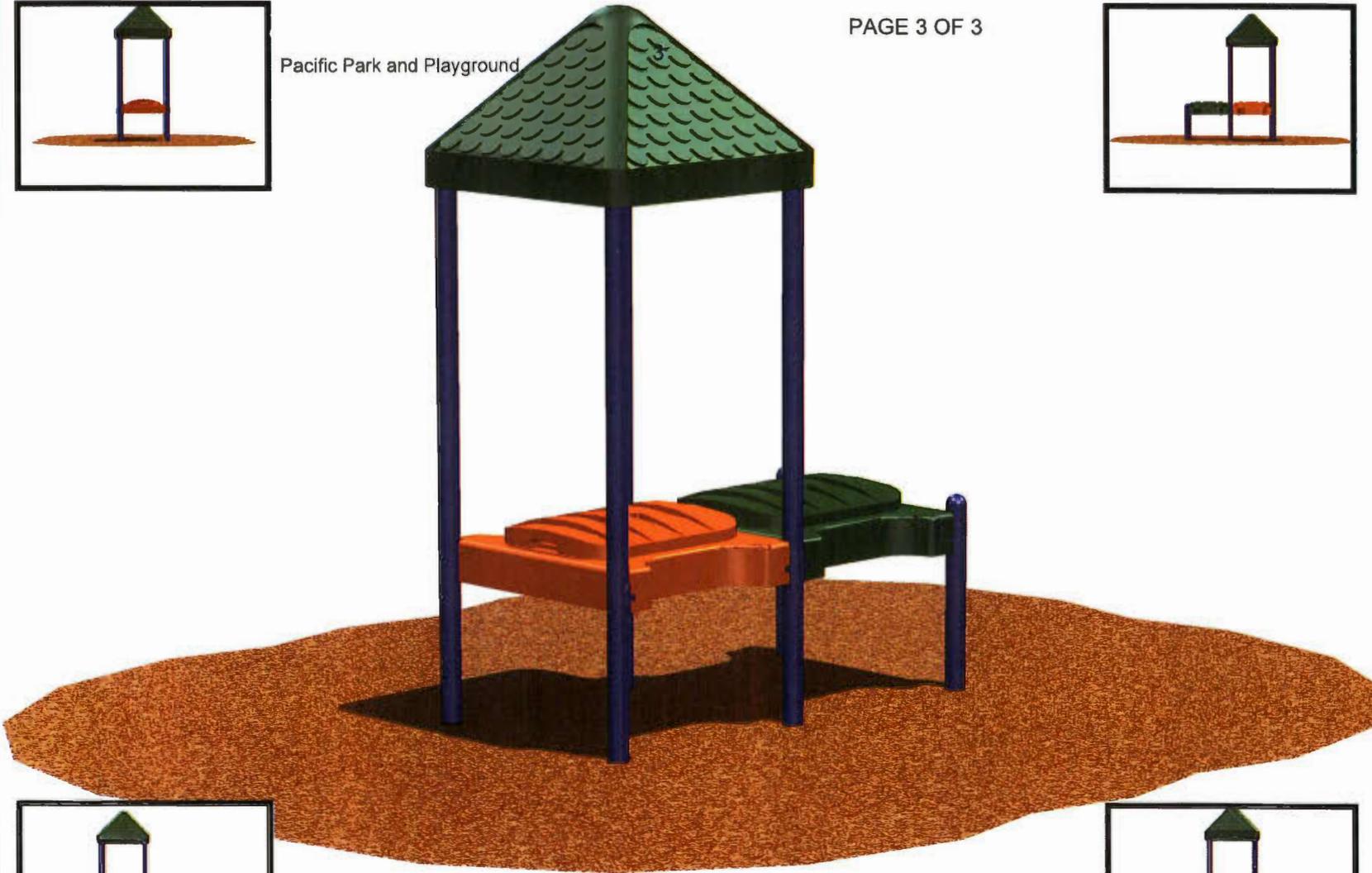
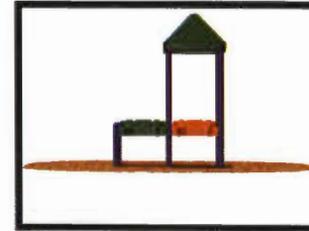
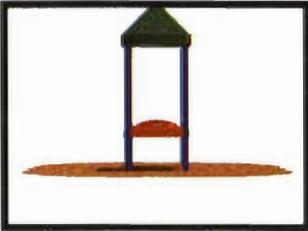


This play equipment complies with the safety performance specifications of ASTM for children 2-12 years old. Not all equipment may be appropriate for all children. Supervision is required.



PlayPower LT Farmington, Inc.  
800-325-8828 www.ftcps.com

Pacific Park and Playground



Playgrounds Fun & Easy!

Project:  
**Poindexter Park,  
Moorpark**

Project No.  
LP853\_41858521007\_1  
Drawn: 2014-08-08

Presented By:



ENGINEERING INTENT

Scott Muscolo  
Pacific Park and Playground  
805-581-0252



This play equipment complies with the safety performance specifications of ASTM for children 5-12 years old. Not all equipment may be appropriate for all children. Supervision is required.



PlayPower LT Farmington, Inc.  
800-325-8828 www.ltcps.com

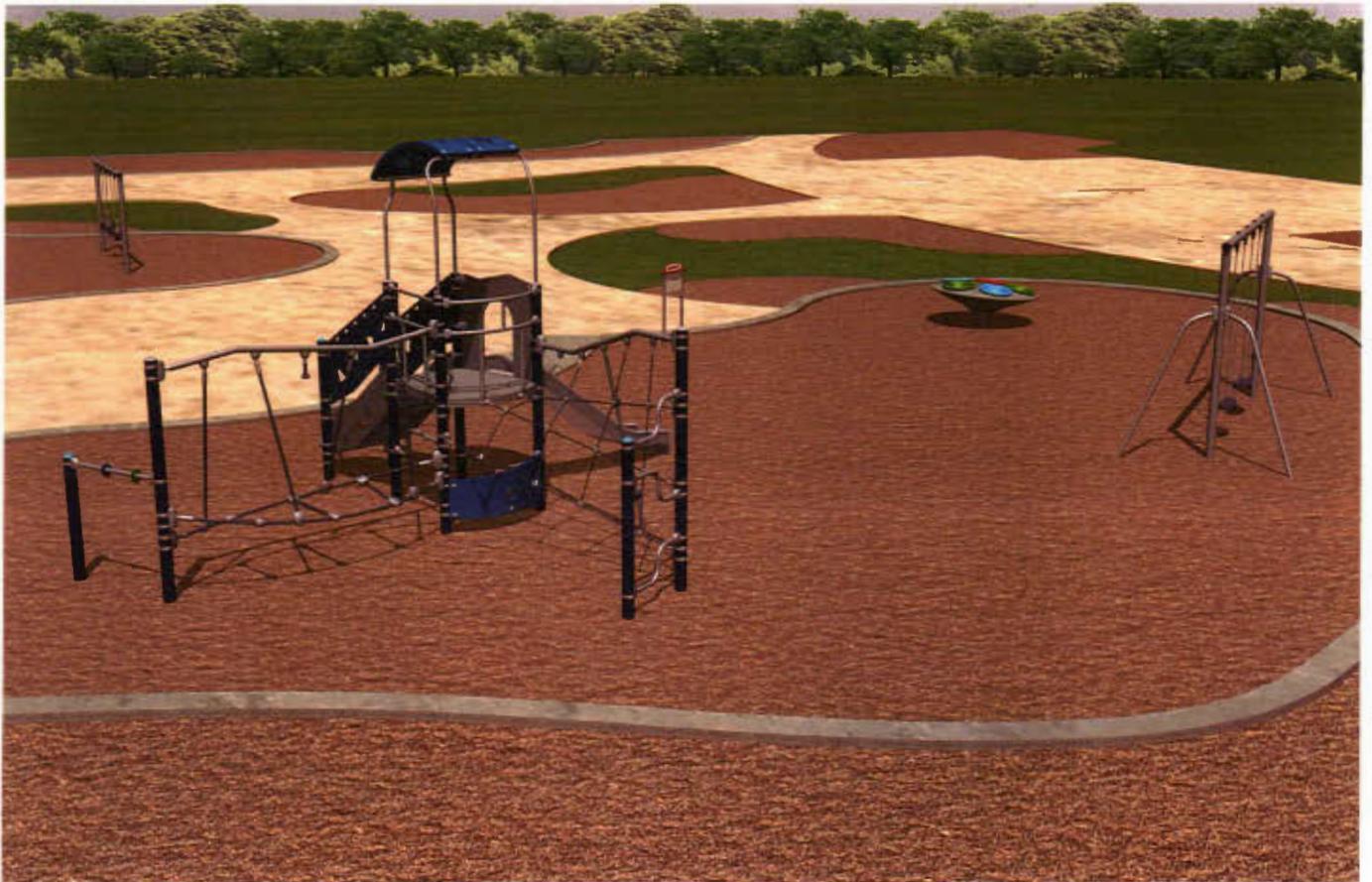
ATTACHMENT 3  
RECREATION REPUBLIC - KOMPAN



2-5 PLAY STRUCTURE W/SWINGS  
AND AMENITIES



5-12 PLAY STRUCTURE W/SWINGS  
AND AMENITIES



5-12 PLAY STRUCTURE W/SWINGS  
AND AMENITIES

# Poindexter Park

Mearpark CA August 18, 2014 77982-3-3-2

## ATTACHMENT 4 RECWEST - LANDSCAPE STRUCTURES

2-5 AND 5-12 PLAY STRUCTURES W/SWINGS  
AND AMENITIES

Estimated manufacturing time: 2 weeks from the time of LSI order acceptance.

  
landscape  
structures®



**Better playgrounds.  
Better world.®**

playlsi.com



Proudly presented by:

Carolynn Jones





**Poindexter Park**  
 Moorpark, CA August 18, 2014 77583-1-3-3

Estimated manufacturing time: 2 weeks from the time of LSI order acceptance.

*LSI*  
**landscape  
 structures®**



**Better playgrounds.  
 Better world.®**  
 playlsi.com



Proudly presented by:  
 Carolynn Jones



2-5 PLAY STRUCTURE W/AMENITIES

# Poindexter Park

Modular, CA August 18, 2014 77982-P3-5



Estimated manufacturing time: 2 weeks from the time of LSI order acceptance.

**landscape  
structures**



**Better playgrounds.  
Better world.®**

[playlsi.com](http://playlsi.com)



Proudly presented by:

Carolynn Jones



5-12 PLAY STRUCTURE W/AMENITIES



5-12 PLAY STRUCTURE  
W/SWINGS, MERRY-GO-ROUND AND AMENITIES



**1-800-266-1250**  
**Proposal 106-82309-1**

## Poindexter Park

2-5 PLAY STRUCTURE W/AMENITIES



1-800-266-1250

Proposal 106-82309-1

## Poindexter Park

2-5 PLAY STRUCTURE W/SWINGS  
AND AMENITIES

# City of Moorpark Poindexter Park

Proposal # 106-82309-1  
September 30, 2014



Presented by  
**Sun Country Systems, Inc.**  
and



**AGREEMENT BETWEEN THE CITY OF MOORPARK AND SUN COUNTRY  
SYSTEMS FOR DESIGN AND INSTALLATION OF PLAYGROUND  
EQUIPMENT AT POINDEXTER PARK**

**THIS AGREEMENT**, is made and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between the City of Moorpark, a municipal corporation ("City") and Sun Country Systems, 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 playground equipment at Poindexter Park; and

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

**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, 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 playground equipment at Poindexter Park, as set forth in Exhibit B: Contractor's Proposal, dated October 20, 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, City's Request for Proposal, attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as "RFP". 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 one hundred sixteen thousand eight hundred sixty-seven dollars and ninety-six cents (\$116,867.96)

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 Timothy Hollinger, President, and no other individual may be substituted without the prior written approval of the City Manager.

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

### 5. PAYMENT

The City agrees to pay Contractor monthly, in accordance with the terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed one hundred sixteen thousand eight hundred sixty-seven dollars and ninety-six cents (\$116,867.96) 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, if authorized by City Council, may approve additional work not to exceed ten percent (10%) 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: Sun Country Systems, Inc.  
Attention: Timothy Hollinger, President  
11710 Chisholm Court  
Santa Clarita, California 91390

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 RFP and Proposal, 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

SUN COUNTRY SYSTEMS, INC.

By: \_\_\_\_\_  
Steven Kueny, City Manager

By: \_\_\_\_\_  
Timothy Hollinger, President

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 any one 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 3**

**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 playground equipment at Poindexter Park, 500 Poindexter Avenue, Moorpark, California, 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 playground equipment at Poindexter Park, 500 Poindexter Avenue, Moorpark, California 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 9100 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 one (1) year 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 \_\_\_\_\_

Title \_\_\_\_\_

Surety

By \_\_\_\_\_

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

## ATTACHMENT 4 CONSTRUCTION AND DEMOLITION ORDINANCE INFORMATION

The City of Moorpark has adopted a Construction and Demolition (C&D) ordinance requiring all demolition and city-sponsored projects, regardless of cost; new construction projects valued over \$500,000; or renovation projects valued over \$100,000 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 one of the City's franchised haulers (Waste Management or Moorpark Rubbish Disposal, dependent upon the location of the project) 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.

**SUN COUNTRY SYSTEMS**  
**Commercial Playground Sales & Installations**  
 11710 Chisholm Court, Santa Clarita, CA 91390  
 661-268-1550 / FAX 661-268-1159  
 Contractor License 693179

October 20, 2014

Parks and Recreation Director,  
 City of Moorpark  
 Attention: Jeremy Lauretowski

Re: POINDEXTER PARK PLAYGROUND RENOVATIONS  
 REVISED PRICING FOR PLAYGROUND EQUIPMENT PORTION

**PRICE PROPOSAL – SCOPE OF WORK**

**SITE WORK**

- |  |             |
|--|-------------|
| 1) Remove existing wood chips and replace after playground installation<br>(top off if necessary to bring to required depth) | \$ 2,000.00 |
| 2) Remove and haul away existing playground equipment (price<br>includes fencing of areas while work is being performed)     | \$ 5,000.00 |
| 3) Provide and install ADA ramps to both age group pits<br>(to be built according to code)                                   | \$ 6,000.00 |
| 4) Installation of all playground equipment referenced below   | \$25,790.00 |
| 5) Remove existing PIP at sand area and install 920 sq. ft.<br>of new PIP (color to be determined)                           | \$ 1,000.00 |

<b><u>QUANTITY</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PRICE</u></b>
------------------------	---------------------------	---------------------

**5-12 YEAR OLD PLAYGROUND AREA:**

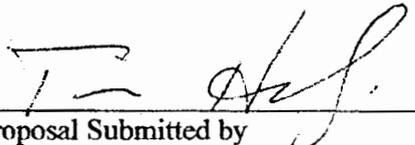
1	BCI Burke Proposal 106-82311-1 Includes 1 large Intensity/Nucleus Play Structure	
1	Swing with belt seats	
1	Model 560-0044 8' carousel	\$42,242.00
Tax		3,801.78
Freight		2,000.00
<b>TOTAL:</b>		<b><u>\$48,043.78</u></b>

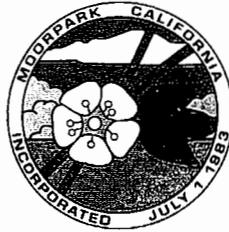
**2-5 YEAR OLD PLAYGROUND AREA:**

1	BCI Burke Proposal 106-82309-1	
	Includes 1 large Intensity/Nucleus Play Structure	
1	1 Bay T swing with belt seats	
1	Balance beam	
2	Climbing nature play stumps	
1	Spring rider squirrel	
1	ADA Digger (for sand area)	
1	Model 560-0551 Large Dinosaur Fossil	\$25,722.00
	Less credit for sand & water table	920.00
	New Total	\$24,802.00
	Tax	2,232.18
	Freight	2,000.00
	TOTAL:	<b><u>\$29,034.18</u></b>

**GRAND TOTAL:** \$116,867.96

PAYMENT TERMS: To be determined.

  
\_\_\_\_\_  
Proposal Submitted by  
TIMOTHY HOLLINGER



## **CITY OF MOORPARK**

### **Request for Proposal**

# **REMOVAL AND REPLACEMENT OF PLAYGROUND EQUIPMENT AT POINDEXTER PARK**

**Due August 19, 2014 10:00 a.m.**

**Jeremy Laurentowski**

**Parks and Recreation Director  
City of Moorpark  
799 Moorpark Avenue  
Moorpark, CA 93021**

**805-517-6385**

# Poindexter Park Playground Replacement

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## **BACKGROUND**

The City of Moorpark, Parks, Recreation and Community Services Department is soliciting proposals from qualified vendors to design and install playground equipment and other amenities for two existing playgrounds at Poindexter Park. The equipment should provide unique features that promote motor skills and the use of upper and lower body strength and with greater play value to meet the requirements of the Americans with Disabilities Act (ADA), and Consumer Products Safety Commission guidelines.

## **SCOPE OF WORK**

The Parks, Recreation and Community Services Department seeks a "turnkey" project. Selected vendor will be responsible for the design, provision and installation of all play equipment, related disability access, and other necessary improvements to complete the new playground project at Poindexter Park. The vendors and their contractor/s must be prepared to comply with all state, federal and local requirements for play structure equipment.

## **MANDATORY PRE-BID MEETING**

A mandatory pre-bid meeting will be held for all interested vendors for the Poindexter Park playground replacement. The meeting will be held on August 1, 2014, at 9:00 a.m. at the park site located at 500 Poindexter Avenue, Moorpark, CA 93021.

## **PROPOSAL PROCESS**

The proposal process will consist of a written proposal, which shall include the following:

1. A scaled drawing of the park site showing new play equipment, new surfacing material, existing accessibility access, and other amenities and necessary improvements to provide a completed, turnkey playground. PLEASE INCLUDE ONLY ONE PLAYGROUND EQUIPMENT DESIGN, PER AGE GROUP, IN YOUR PROPOSAL.
2. A breakdown of cost to include but not be limited to: Stock piling of existing playground bark, demolition and disposal of all existing playground equipment, design, equipment; installation of equipment; playground certification by a third-party registered Certified Playground Safety Inspector (CPSI); surfacing material, and other improvements necessary by the contractor to complete the project.
3. A complete description of capability and history of the contractor. History of similar projects completed within the last three years, including cost and client contact information.
4. Provide the type of California State Contractors License's held.
5. Provide a list of not less than three (3) references including product or service provided, name of agency, contact person, phone number and/or e-mail.
6. A brief description of the proposed schedule including how the project would be organized and built.
7. Playground manufacturer warranties.

# Poindexter Park Playground Replacement

## **PAYMENT AND PERFORMANCE BOND**

Pursuant to California Civil Code Section 9550 et seq, the successful bidder shall furnish to the City at the time of execution of the contract a payment bond approved by the City in an amount equal to one hundred percent (100%) of the contract price. The successful bidder shall also furnish to the City at the time of execution of the contract a faithful performance bond approved by the City in an amount equal to one hundred percent (100%) of the contract price. Bonds shall be provided on the forms attached to this Request for Proposals (RFP) as Attachment 3.

## **PROPOSAL SUBMITTAL**

By submitting a proposal pursuant to the RFP, bidder is indicating willingness to enter into the Agreement in the form attached to this RFP as Attachment 2 and is agreeing to furnish the insurance certificates, endorsements, and Bonds as required by the Agreement and this RFP. Bidder understands that failure to sign the Agreement and/or provide the insurance certificates, endorsements and bonds will cause City to terminate the bid award.

## **EVALUATION OF PROPOSALS**

The Parks and Recreation staff will review the written proposals and will determine the top vendor(s) based on overall responsiveness to the Request for Proposals. Evaluation of the proposal(s) will be based on the following:

- Responsiveness to the RFP and the criteria
- Proposed site equipment designs and concepts
- Originality and creativity
- Safety
- Overall play value of the proposed design and equipment
- Durability and ease of maintenance of the proposed equipment
- Ability to meet budget
- Ability to put together a design and construction system which will be able to perform all aspects of the project, possess appropriate California contractor's license, and meet insurance requirements.
- Ability of proposed design to comply with the Americans with Disabilities Act and the Consumer Products Safety Council, as well as International Playground Equipment Measure Association Guidelines.

Based on the proposal evaluation, the Parks and Recreation staff will make a recommendation(s) to the Parks and Recreation Commission who will make a recommendation to the Moorpark City Council. The City Council will make the final determination and select the vendor for this project.

# Poindexter Park Playground Replacement

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## **PROPOSAL DEADLINE**

The deadline for receiving proposals is **10:00 a.m. on August 19, 2014**. Proposals must be marked "**RFP Poindexter Park Playground Renovations**" and be submitted in a sealed envelope or e-mailed, as outlined below, prior to the proposal deadline. Proposals should be signed by an authorized individual to bind the firm, and must be valid for at least 90 days.

Please submit proposals to:

Jeremy Laurentowski  
Parks and Recreation Director, City of Moorpark  
799 Moorpark Avenue,  
Moorpark, CA 93021  
jlaurentowski@moorparkca.gov

**ELECTRONIC RESPONSES WILL BE ACCEPTED PROVIDED VENDOR HAS RECEIVED AN EMAIL CONFIRMATION ACKNOWLEDGING RECEIPT OF PROPOSAL PRIOR TO PROPOSAL DEADLINE.**

## **TENTATIVE SCHEDULE**

- |                                  |                             |
|----------------------------------|-----------------------------|
| • Request for Proposals released | July 28, 2014               |
| • Pre bid meeting                | August 1, 2014, 9:00 a.m.   |
| • Proposals Due                  | August 19, 2014, 10:00 a.m. |
| • Contract award approximately   | October 17, 2014            |
| • Construction completion        | December 17, 2014           |

## **ADDITIONAL INFORMATION**

For questions, please contact:

Jeremy Laurentowski,  
Parks and Recreation Director  
805-517-6385  
jlaurentowski@moorparkca.gov

# Poindexter Park Playground Replacement

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## DESIGN CRITERIA FOR POINDEXTER PARK PLAYGROUND

### SCOPE OF WORK

**General Information:** This site is located in a large 7.5 acre multi-use park, which includes two softball/multi-use fields, basketball court, Skate Park, a large picnic pavilion, and restroom facility. This is a high traffic area as this park is home to various baseball/softball tournaments, and special events, as well as being located adjacent to a middle school.

**Demolition:** When contractor enters site, stock pile playground chips for re-use, demolish/remove all playground structures in play area #1 and #2 including footings. Demolish existing ADA ramps. No other modifications to the existing hardscape. Contractor shall be subject to City's Construction and Demolition Ordinance as more particularly described in Attachment 4.

**Square Feet:** The current playground #1 is approximately 70' x 45' and playground #2 is approximately 60' x 40' the scope of the work is no less than 50% size of the existing playground. See attached site map and photo exhibits for existing playground structures and approximate locations for new equipment.

**Surfacing:** Primary surface material shall be engineered wood fiber (EWF). EWF shall be installed to a minimum depth of 16". Poured in place (PIP) surfacing material will not be accepted in the design

**Accessibility:** Accessibility should be provided according to American with Disabilities (ADA) Act. A concrete ramp, extending from the top-of-curb finish surface elevation to the finish grade elevation within the play areas, with a 6" curb on both sides of the ramp, shall be built into the play area to provide ADA access. The 6" curbs on the ramps shall meet grade at top of existing curb and shall not extend above finish elevation of existing curb. Concrete ramps shall not exceed 5% grade and shall be designed as an integral component of the play area.

**Play Values Desired:** The installation of the playground shall comply with the US Playground Guidelines. The existing playground includes two play areas; play structure #1 shall be designed for children 5 to 12 years of age and shall include at least one large climbing structure with multiple entry-exit points, a minimum of one slide component, one merry-go-round/or a play feature alternate, and one swing set with two belt swings; Play structure #2 shall be designed for children 2 to 5 years of age and shall include at least one large climbing structure with multiple entry-exit points, a minimum of one slide component, one swing set with two "bucket" tot swings, and two spring rockers or a play feature alternate. The contractor shall also include one play structure that incorporates water and sand play. The major play components shall incorporate overhead shade structures. Shade structures shall not be fabric based. The playgrounds should be visually appealing, challenging, and attractive.

# Poindexter Park Playground Replacement

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## Basic Requirements:

- ASTM 1292 – IMPACT Attenuation of Safety Surfaces
- ASTM F 1487-11 Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use
- ASTM 1951 – Method to Test Accessibility of Safety Surfacing for Playgrounds
- CPSC Publication 325-Handbook for Public Playground Safety
- Play structures must be age appropriate with proper signage
- All products shall bear the certificate seal of International Play Equipment Manufacturers Association (IPEMA) and shall meet or exceed ADA “Final Accessibility Guidelines for Play Area.”

**Total budget:**        \$115,000

## Attachments

### Attachment 1 – Overall Site Plan

Exhibit A – Play Structure 1 Detail – Playground Equipment

Exhibit B – Play Structure 1 Detail – Merry Go Round

Exhibit C – Play Structure 1 Detail - Swings

Exhibit D – Play Structure 2 Detail – Playground Equipment

Exhibit E – Play Structure 2 Detail – Spring Rockers

Exhibit F – Play Structure 2 Detail - Swings

Exhibit G – Play Structure 2 Detail – Balance Structure/Sand Area

### Attachment 2 – Sample Agreement

### Attachment 3 – Payment and Performance Bond Forms

### Attachment 4 – Construction and Demolition Information

# Poindexter Park Playground Replacement

## ATTACHMENT 1

Poindexter Park Playground location,  
500 Poindexter Avenue, Moorpark, CA 93021

Yellow outline shows existing playgrounds and approximate area for new play equipment.

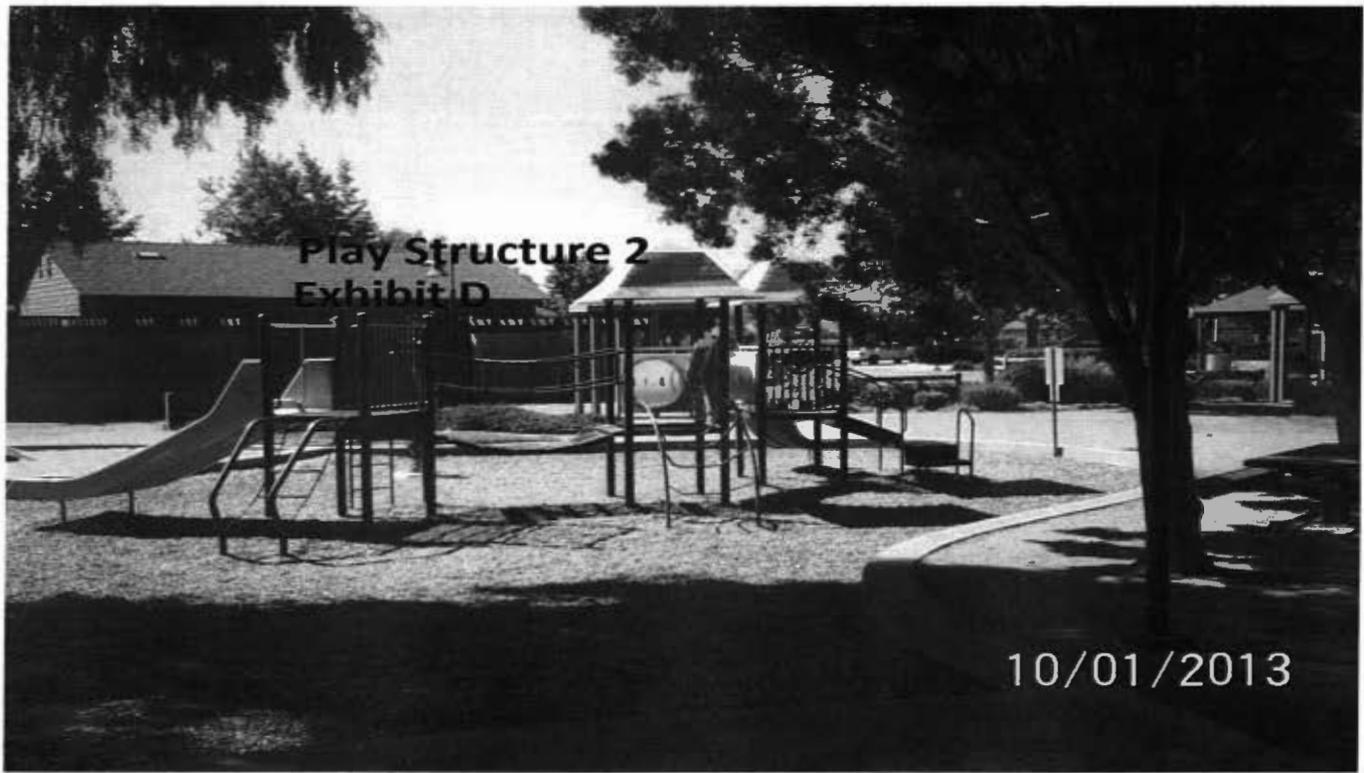




Play Structure-1  
Exhibit C



04/10/2013





**ATTACHMENT 2**  
**SAMPLE AGREEMENT DOCUMENTS/INSURANCE REQUIREMENTS**

**AGREEMENT BETWEEN THE CITY OF MOORPARK AND \_\_\_\_\_,**  
**FOR DESIGN AND INSTALLATION OF PLAYGROUND EQUIPMENT AT**  
**POINDEXTER PARK**

**THIS AGREEMENT**, is made and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between the City of Moorpark, a municipal corporation ("City") and \_\_\_\_\_, a \_\_\_\_\_ ("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 playground equipment at Poindexter Park; and

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

**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, 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 playground equipment at Poindexter Park, as set forth in Exhibit B: Contractor's Proposal, dated \_\_\_\_\_, 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, City's Request for Proposal (RFP), attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as "RFP". 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 \_\_\_\_\_ dollars (\$ \_\_\_\_\_) 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 \_\_\_\_\_, and no other individual may be substituted without the prior written approval of the City Manager.

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

### 5. PAYMENT

The City agrees to pay Contractor monthly, in accordance with the terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed \_\_\_\_\_ dollars (\$ \_\_\_\_\_) 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, if authorized by City Council, may approve additional work

not to exceed ten percent (10%) 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 RFP and Proposal, 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: \_\_\_\_\_  
SIGNOR, 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 any one 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 3**

**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 playground equipment at Poindexter Park, 500 Poindexter Avenue, Moorpark, California, 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 playground equipment at Poindexter Park, 500 Poindexter Avenue, Moorpark, California 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 9100 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 one (1) year 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.**

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

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2014

Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Surety

By \_\_\_\_\_

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

**ATTACHMENT 4**  
**CONSTRUCTION AND DEMOLITION ORDINANCE INFORMATION**

The City of Moorpark has adopted a Construction and Demolition (C&D) ordinance requiring all demolition and city-sponsored projects, regardless of cost; new construction projects valued over \$500,000; or renovation projects valued over \$100,000 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 one of the City's franchised haulers (Waste Management or Moorpark Rubbish Disposal, dependent upon the location of the project) 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.



# CITY OF MOORPARK

COMMUNITY DEVELOPMENT DEPARTMENT | 799 Moorpark Avenue, Moorpark, California 93021  
Main City Phone Number (805) 517-6200 | Fax (805) 532-2540 | moorpark@ci.moorpark.ca.us

August 1, 2014

## ADDENDUM NO. 1

for

Playground Replacement at Poindexter Park

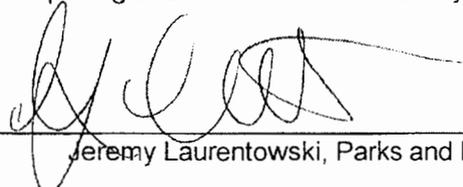
NOTICE IS HEREBY GIVEN to all bidders that the plans and specifications for the above described project are hereby amended as follows:

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This addendum shall be made part of the above referenced project. Full compensation for all work and requirements of this addendum shall be considered as included in the appropriate price bid and no additional compensation will be allowed therefore.

- Regarding the existing concrete ramps: No change to the bid documents. Remove and replace as specified.
- Regarding storage and fencing: Contractor shall install temporary construction fencing around all work and storage areas during all phases of construction. Existing wood fiber may be stored adjacent to play areas or in the parking lot.
- Regarding the two existing overhead structures: Contractor shall remove both structures. Concrete footings shall be demolished 9" below finish grade min. Surface shall be repaired with decomposed granite paving to the satisfaction of the City.



\_\_\_\_\_  
Jeremy Laurentowski, Parks and Recreation Director

Questions regarding this addendum may be directed to the Agency's Project Representative Jeremy Laurentowski, Parks and Recreation Director at (805) 517-6385 Fax (805) 532-2550 or jlaurentowski@moorparkca.gov

.....  
**PLEASE FAX OR EMAIL A SIGNED COPY OF ADDENDUM TO JESSICA SANDIFER AT (805) 532-2550 OR JSANDIFER@MOORPARKCA.GOV AND INCLUDE WITH BID.**

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED.

Company Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

JANICE S. PARVIN  
Mayor

ROSEANN MIKOS, Ph.D.  
Councilmember

KEITH F. MILLHOUSE  
Councilmember

DAVID POLLOCK  
Councilmember

MARK VAN DAM  
Councilmember

## RESOLUTION NO. 2014-\_\_\_\_\_

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AUTHORIZING EXECUTION OF STATE STANDARD AGREEMENT FOR HOUSING RELATED PARKS PROGRAM GRANT

WHEREAS, The State of California, Department of Housing and Community Development (Department) issued a Notice of Funding Availability dated October 2, 2013 (NOFA), under its Housing-Related Parks (HRP) Program; and

WHEREAS, By Resolution No. 2014-3261 the City of Moorpark (Applicant) was authorized to apply for a HRP Program Grant and submitted the 2013 Designated Program Year Application Package released by the Department for the HRP Program; and

WHEREAS, The Department is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement; and

WHEREAS, The Department awarded Applicant an HRP Program Grant in the amount of \$123,850.

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

SECTION 1. Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement), for an HRP Program Grant in the amount of \$123,850, and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from the Department, and all amendments thereto (collectively, the "HRP Grant Documents").

SECTION 2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

SECTION 3. That City Manager or his/her Designee(s) shall be authorized to execute the HRP Grant Documents as required by the Department for participation in the HRP Program.

SECTION 4. 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

## RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FISCAL YEAR 2014-2015 BUDGET BY APPROPRIATING \$123,850 FROM 123,850 FROM OTHER STATE/FEDERAL GRANTS FUND (2609) AND REDUCING GENERAL FUND (1000) APPROPRIATION BY \$115,000.

WHEREAS, on June 18, 2014 the City of Moorpark adopted the Operating and Capital Improvement Budget for Fiscal Year 2014/15, which includes an appropriation of \$115,000 from the General Fund for the playground equipment replacement at Poindexter Park; and

WHEREAS, a budget amendment is required to increase revenues by \$123,850 in Other State/Federal Grants Fund (2609) to reflect the award of Housing Related Parks Program Grant; and

WHEREAS, a budget adjustment is requested in the Poindexter Park Playground Equipment and Lighting Upgrades (Project 7801) to establish the appropriation in the amount of \$123,850 from Other State/Federal Grants Fund (2609) and to reduce General Fund (1000) appropriation by \$115,000.

NOW, THEREFORE, be it resolved by the City Council of the City of Moorpark as follows:

SECTION 1. A budget amendment in the amount of \$123,850 from Other State/Federal Grants Fund (2609) as more particularly described in Exhibit "A", attached hereto, is hereby approved.

SECTION 2. A budget amendment decrease in the amount of \$115,000 from the General Fund (1000) as more particularly described in Exhibit "A", attached hereto, is hereby approved.

SECTION 3. 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 19<sup>th</sup> day of November, 2014.

\_\_\_\_\_  
Janice S. Parvin, Mayor

ATTEST:

\_\_\_\_\_  
Maureen Benson, City Clerk

Exhibit A – Budget Amendment

**EXHIBIT A**

**BUDGET AMENDMENT FOR  
EQUIPMENT REPLACEMENT AT POINDEXTER PARK  
APPROPRIATING FUNDS FROM OTHER STATE/FEDERAL GRANT FUNDS  
AND REDUCING GENERAL FUND APPROPRIATION  
FY 2014/15**

**FUND BALANCE ALLOCATION:**

Fund Title	Fund-Account Number	Amount
Other State/Federal Grant Funds	2609-5500	\$ -
General Fund	1000-5500	\$ 115,000.00
Total		\$ 115,000.00

**REVENUE BUDGET ALLOCATION:**

Account Number	Current Budget	Revision	Amended Budget
2609-3584	\$ -	\$ 123,850.00	\$ 123,850.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Total	\$ -	\$ 123,850.00	\$ 123,850.00

**EXPENDITURE APPROPRIATION:**

Account Number	Current Budget	Revision	Amended Budget
1000-7800-7801-9633	\$ 115,000.00	\$ (115,000.00)	\$ -
2609-7800-7801-9633	\$ -	\$ 123,850.00	\$ 123,850.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Total	\$ 115,000.00	\$ 8,850.00	\$ 123,850.00

Finance Approval: 