

**MOORPARK CITY COUNCIL
SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY OF THE CITY OF MOORPARK
AGENDA REPORT**

TO: Honorable City Council and Successor Agency Board

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

DATE: December 9, 2014 (CC Meeting of December 17, 2014)

SUBJECT: Consider Rescinding Previous City Council Action of November 19, 2014; Award of Agreement to Great Western Installations, Inc. dba Great Western Park & Playground for Shade Structure Design and Installation at Ruben Castro Human Services Center; and Resolution, Concurring with City Council Resolution No. 2014-3337, Amending the Fiscal Year 2014/15 Budget to Fund the Work from RDA-SA 2006 Tab Proceeds (9104)

BACKGROUND

On November 19, 2014, the City Council approved the award of the Agreement to Great Western Installations, Inc., dba Great Western Park and Playground (Great Western), for the design and installation of the shade structure at the Ruben Castro Human Services Center (RCHSC), and Resolution Amending the Fiscal Year 2014/15 Budget to Fund the Work from 2006 RDA-SA Tab Proceeds (9104). The Agreement with Great Western that was approved by the City Council was between the City of Moorpark and Great Western. However, it has been determined that the Agreement should be with the Successor Agency of the Redevelopment Agency of the City of Moorpark (Successor Agency), not the City of Moorpark, due to the fact that the building structure is currently owned by the Successor Agency.

DISCUSSION

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

FISCAL IMPACT

Staff proposes to use a portion of the remaining 2006 RDA-SA Tab Proceeds to construct the shade structure at a cost of \$34,628.38 with a \$5,000 contingency for a total of \$39,628.38. The fund balance of RDA-SA 2006 Tab Proceeds Fund (9104) is \$1,539,215.

STAFF RECOMMENDATION (ROLL CALL VOTE)

1. **City Council** – Rescind action of the City Council on November 19, 2014, to approve Agreement with Great Western Installations, Inc. dba Great Western Park & Playground for Shade Structure Design and Installation at the Ruben Castro Human Services Center.
2. **Successor Agency** - Approve Agreement to Great Western Installations, Inc. dba Great Western Park & Playground for Shade Structure Design and Installation at the Ruben Castro Human Services Center, subject to final language approval of the Executive Director and Agency Counsel, and authorize Executive Director to execute the Agreement on behalf of the Successor Agency.
3. **Successor Agency** - Adopt Resolution No. SA-2014-_____.

Attachments:

1. Agreement
2. Resolution No. SA-2014-_____

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

THIS AGREEMENT, is made and effective as of this _____ day of _____, 2014, between the Successor Agency of the Redevelopment Agency of the City of Moorpark, a municipal corporation (“Successor Agency”) and Great Western Installations dba Great Western Park & Playground, a corporation (“Contractor”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, Successor Agency has the need for construction services related to design and installation of a shade sail structure at the Ruben Castro Human Services Center (“RCHSC”); and

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

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

1. TERM

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

2. SCOPE OF SERVICES

Successor Agency does hereby retain Contractor in a contractual capacity to provide construction services related to the design and installation of a shade structure at the RCHSC, as set forth in Exhibit B: Contractor’s Bid Proposal, dated October 23, 2014, which exhibits are attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as the “Proposal”. Where said Scope of Services is modified by this Agreement, or in the event there is a conflict between the provisions of said Scope of Services and this Agreement, the language contained in this Agreement shall take precedence.

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

Compensation for the services to be performed by Contractor shall be in accordance with Exhibit B. Compensation shall not exceed the rates or total value of thirty-nine thousand six hundred twenty-eight dollars and thirty-eight cents (\$34,628.38) as stated in Exhibit B, including a contingency of five thousand dollars (\$5,000), for a total Agreement amount of thirty-nine thousand six hundred twenty-eight dollars and thirty-eight cents (\$39,628.38) without a written amendment to the agreement executed by both parties. Payment by Successor Agency to Contractor shall be as referred to in this Agreement.

Successor Agency 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 Successor Agency and Contractor shall be Debbie Bond, and no other individual may be substituted without the prior written approval of the Executive Director.

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

5. PAYMENT

The Successor Agency 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 thirty-nine thousand six hundred twenty-eight dollars and thirty-eight cents (\$34,628.38), including a contingency of five thousand dollars (\$5,000), for a total Agreement amount of thirty-nine thousand six hundred twenty-eight dollars and thirty-eight cents (\$39,628.38) for

the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement, unless such services and compensation are authorized, in advance, in a written amendment to the agreement executed by both parties.

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 Successor Agency 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 Successor Agency, for all reimbursable expenses.

6. TERMINATION OR SUSPENSION WITHOUT CAUSE

The Successor Agency 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 Successor Agency 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 Successor Agency 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 Executive Director or the Executive Director's designee determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Successor Agency 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, Successor Agency 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 Executive Director or the Executive Director'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 Successor Agency 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 Executive Director, Contractor shall forfeit and pay to the Successor Agency, as liquidated damages, the sum of two hundred fifty dollars (\$250) 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 Successor Agency after the above specified completion date shall not constitute a waiver of liquidated damages by the Successor Agency.

9. OWNERSHIP OF DOCUMENTS

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Successor Agency 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 Successor Agency or its designees at reasonable times to such books and records; shall give the Successor Agency the right to examine and audit said books and records; shall permit Successor Agency 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 Successor Agency and may be used, reused, or otherwise disposed of by the Successor Agency without the permission of the Contractor. With respect to computer files, Contractor shall make available to the Successor Agency, at the Contractor's

office and upon reasonable written request by the Successor Agency, 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 Successor Agency, and hold harmless Successor Agency, 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 Successor Agency. Should conflict of interest principles preclude a single legal counsel from representing both Successor Agency and Contractor, or should Successor Agency otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the Successor Agency 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 Successor Agency (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the state of California and will survive termination of this Agreement.

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

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 Successor Agency to monitor compliance with these requirements imposes no additional obligations on Successor Agency and will in no way act as a

waiver of any rights hereunder. This obligation to indemnify and defend Successor Agency 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, Successor Agency 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, Successor Agency may release such funds if the Contractor provides Successor Agency with reasonable assurance of protection of the Indemnitees' interests. Successor Agency 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 Successor Agency 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 Successor Agency 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 Successor Agency. Contractor shall not incur or have the power to incur any debt, obligation, or liability against Successor Agency, or bind Successor Agency 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, Successor Agency shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for Successor Agency. Successor Agency shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

13. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of local, state, and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The Successor Agency, 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 Successor Agency 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 Successor Agency 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 Successor Agency 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 Successor Agency, 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 Successor Agency 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: Debbie Bond, COO
Great Western Park & Playground
2598 W. 5700 S.
Wellsville, Utah 84339

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

19. CHANGE IN NAME

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the Successor Agency 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 Successor Agency 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

Successor Agency and Contractor agree that time is of the essence in this Agreement. Successor Agency and Contractor further agree that Contractor's failure to perform on or at the times set forth in this Agreement will damage and injure Successor Agency, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, Successor Agency 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. Successor Agency and Contractor agree that such sum is reasonable and fair. Furthermore, Successor Agency 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 the Agreement and Work Authorizations. In the event of conflict, the requirements of the Agreement shall take precedence over those contained in the Proposal for each job.

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.

SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY OF THE
CITY OF MOORPARK

MIKE'S HANDYMAN SERVICE

By: _____
Steven Kueny, Executive Director

By: _____
Debbie Bond, Chief Operating Officer

Attest:

Maureen Benson
Successor Agency Secretary

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 Successor Agency in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the Successor Agency.

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 Successor Agency 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, Contract 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 Successor Agency for injury to employees of contractor, subcontractors, or others involved in the Work. The scope of coverage provided is subject to the approval of Successor Agency 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 Successor Agency agrees as follows:

1. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds Successor Agency, 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 Successor Agency to any party involved in this Agreement or related documents applies only to the extent of insurance proceeds actually paid. Successor Agency, 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 Successor Agency 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 Successor Agency, 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 Successor Agency that insurance provided pursuant to these requirements is not intended by any party to be limited to providing coverage for the vicarious liability of Successor Agency, or to the supervisory role, if any, of Successor Agency. All insurance coverage provided pursuant to this or any other Agreement (express or implied) in any way relating to Successor Agency is intended to apply to the full extent of the policies involved. Nothing referred to here or contained in any agreement involving Successor Agency 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 Successor Agency and approved of in writing.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the Successor Agency, 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 Successor Agency's protection without Successor Agency'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 Successor Agency 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, Successor Agency 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 Successor Agency shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at Successor Agency 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 Successor Agency 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 Successor Agency.

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 Successor Agency 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 Successor Agency. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the Successor Agency. At that time the Successor Agency 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 Successor Agency 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 Successor Agency will negotiate additional compensation proportional to the increased benefit to Successor Agency.
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 Successor Agency to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on Successor Agency nor does it waive any rights hereunder in this or any other regard.
16. Contractor will renew the required coverage annually as long as Successor Agency, 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 Successor Agency 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 Successor Agency, 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 Successor Agency.
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 change Successor Agency or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to Successor Agency. It is not the intent of Successor Agency to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against Successor Agency for payment of premiums or other amounts with respect thereto.
22. Contractor agrees to obtain and provide to Successor Agency a copy of Professional Liability coverage for Architects or Engineers on this project through Contractor. Successor Agency shall determine the liability limit.

ATTACHMENT 1

BID PROPOSAL
TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

CITY OF MOORPARK
MOORPARK, CALIFORNIA

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

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

CONTRACTOR

Name Great Western Park & Playground
Street Address 2598 W. 5700 S.
City Wellsville State UT Zip Code 84339
Telephone Number _____
Contractor's License No. ~~XXXXXXXX~~ 929910 Class Contractor, Expiration Date 8/31/2015

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

Signature of Bidder / Title Debbie Bond COO

PROPOSED SCHEDULE OF WORK AND PRICES

Shade Structure Design and Installation at Ruben Castro Human Services Center

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

Total Amount of Bid \$ 34,628.38

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

JANICE S. PARVIN Mayor ROSEANN MIKOS, Ph.D. Councilmember KETH E. MILLHOUSE Councilmember DAVID POLLOCK Councilmember MARK VAN DAM Councilmember

BID PROPOSAL (continued)

TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

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

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

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

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

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

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

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

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

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

Bidder: Great Western Park & Playground

By: Debbie Bond
(Signature — Authorized Representative)

Title: COO Dated: 10/23/2014

NON-COLLUSION DECLARATION

TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

Name of Bidder

Name of Bidder

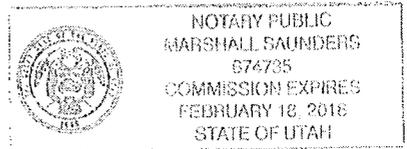
Signature of Bidder

Debrae Bond
Signature of Bidder

2548 W. 5700 S. Walkerville, UT 84339
Address of Bidder

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

Notary Signature



STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES

TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

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

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

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

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

Reference No. 1

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

Reference No. 2

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

Reference No. 3

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

STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES

(Cont'd)

STATE OF CALIFORNIA, COUNTY OF VENTURA

I am the COO
_____ of Great Western Park & Playground

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

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

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

[Signature]
Signature of Bidder

TREASURER
Title

Debbie Bond
Signature of Bidder

COO
Title

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

*TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID*

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

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

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

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

Approved by Contractor: Great Western Park & Playground

Title: COO

Date: 10/23/2014

WORKERS' COMPENSATION INSURANCE CERTIFICATE

TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

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

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

By Debbie Bond

Title: COO

Date: 10/23/2014

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

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

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

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

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

Signature Debbie Bond Date 10/23/2014
Printed Name Debbie Bond
Company Great Western Park & Playground
Title COO

BIDDER'S STATEMENT OF SUBCONTRACTORS

TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

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

Subcontractor Name: Central Coast Playground	License No:
	Classification: 788977
Subcontractor Address: P.O. Box 2212, Orcutt, CA 93451	Subcontractor Phone: 805-878-9509
Type of Work: Installation of Shade Structure	Percent Work to be done: 45.33%
Subcontractor Name:	License No:
	Classification:
Subcontractor Address:	Subcontractor Phone:
Type of Work:	Percent Work to be done:
Subcontractor Name:	License No:
	Classification:
Subcontractor Address:	Subcontractor Phone:
Type of Work:	Percent Work to be done:

(attach more sheets if necessary)

Total Percentage ² _____



Signature(s) of Bidder

10/30/14

Date

¹ Based on contract price

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

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

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

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

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

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

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

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

Signed and sealed this 23 day of October, 2014

Debbie Bond
Witness

Great Western Park & Playground, Inc.
Principal (Seal)

By: [Signature] VP.
Name/Title

Lanae D. McKenna
Witness

Old Republic Surety Company
Surety

By: [Signature] Attorney-in-Fact



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

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

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company so surety to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than unit bonds, bank depositary bonds, mortgage deficiency bonds, mortgage priority bonds, guarantees of installment paper and note priority bonds, self-insurance, worker compensation bonds guaranteeing payment of benefits, contract performance bonds, waste management bonds, and various other bonds and policies) or back any bond(s), as follows:

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

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

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

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

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

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



 Assistant Secretary



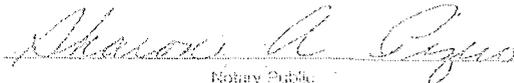
OLD REPUBLIC SURETY COMPANY


 President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS.

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





 Notary Public.

My commission expires: **12/02/2012**

CERTIFICATE

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

48-5316



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

QUALITY 1ST INS. AGENCY, INC.



 Assistant Secretary



10 Box #7 Wilkes, UT 84319 p: 801-453-2775 www.gwpark.com
 Tyler Kyringpulus Kelsie Wilkes
 tyler@gwpark.com Kelsie@gwpark.com

QUOTE
 #77012

10/23/2014

Ruben Castro Shade Structure

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

Project #: P60545
 Ship To Zip: 93021

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

Shipping to Moorpark, CA 93021.

SubTotal: \$33,563.00

Tax: \$1,065.38

Installation at Prevailing Wages.

Total Amount: \$34,628.38

Payment Options

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

Credit Card Orders - Visa or Mastercard.

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

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

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

Ruben Castro Shade Structure

QUOTE
#77012

10/23/2014

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

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

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

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

Freight charges: Prepaid and added at time of invoicing.

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

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

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

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

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

Order Information:

Bill To: _____

Ship To: _____

Company: _____

Project Name: _____

Attn: _____

Attn: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Tel: _____

Tel: _____

Fax: _____

Fax: _____

Salesman's Signature _____

Customer's Signature _____

Ruben Castro Shade Structure

**QUOTE
#77012**

10/23/2014

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

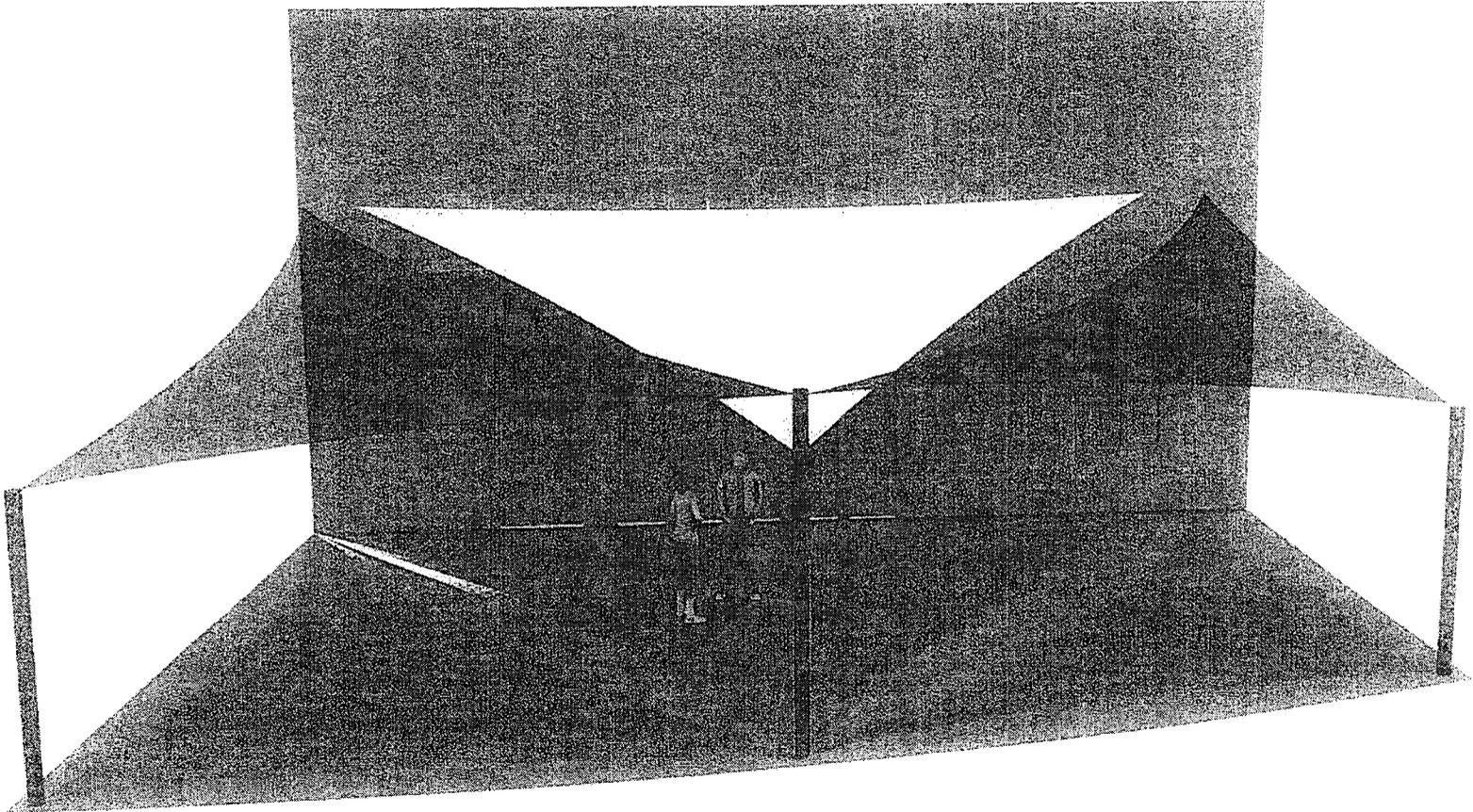
Item #1 Name _____ **Color Choice** _____

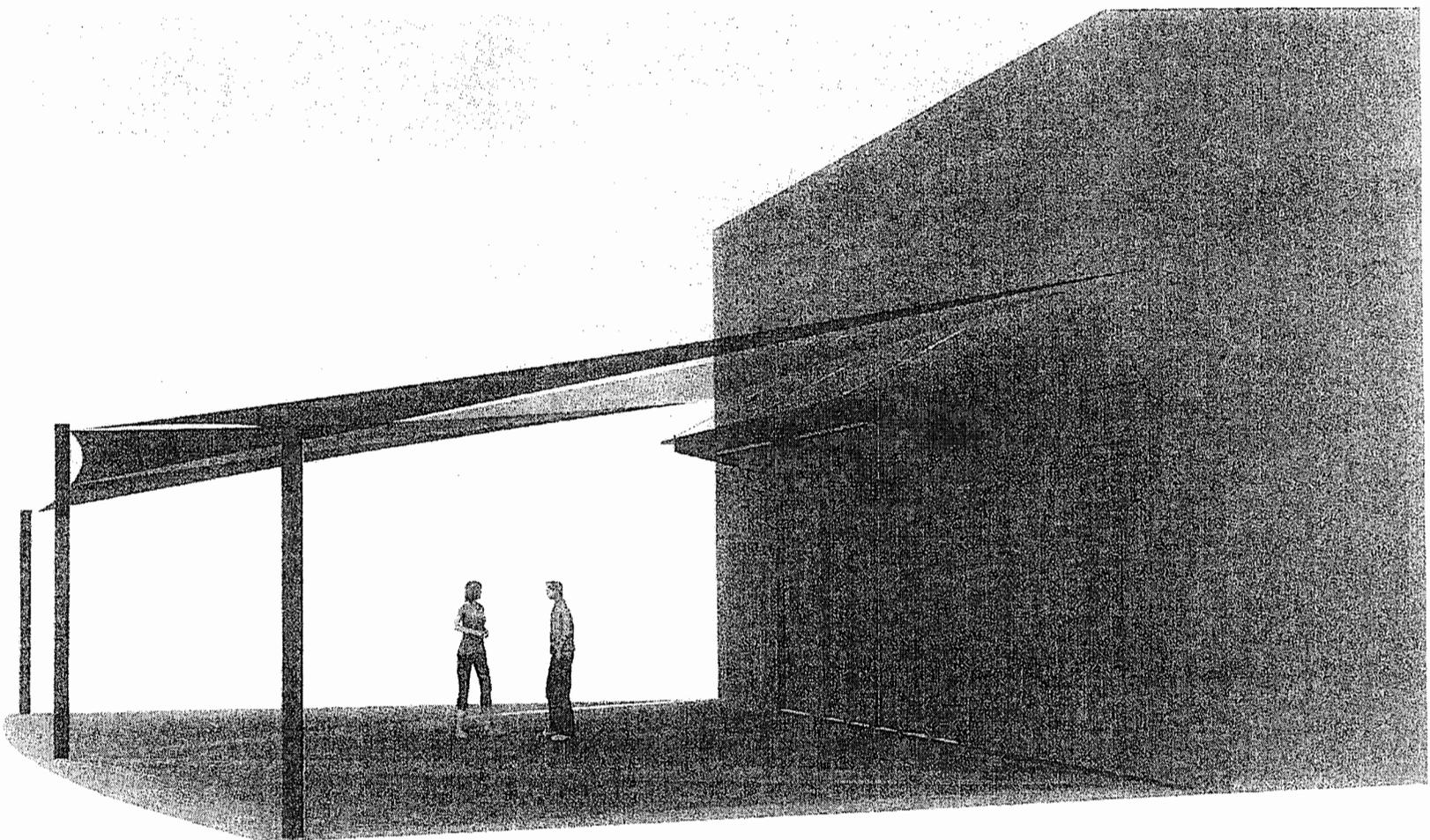
Item #2 Name _____ **Color Choice** _____

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

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

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





RESOLUTION NO. SA-2014-_____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF MOORPARK, CALIFORNIA, APPROVING AN AGREEMENT WITH GREAT WESTERN INSTALLATIONS, INC DBA GREAT WESTERN PARK AND PLAYGROUND FOR THE DESIGN AND INSTALLATION OF A SHADE STRUCTURE AT THE RUBEN CASTRO HUMAN SERVICES CENTER CONCURRING WITH CITY COUNCIL RESOLUTION NO. 2014-3337 TO APPROPRIATE \$39,628.38 FROM THE 2006 RDA-SA TAB PROCEEDS FUND (9104)

WHEREAS, on March 25, 2013 pursuant to the Health and Safety Code Section 34179.7 the California Department of Finance (DOF) granted the Finding of Completion to the Successor Agency of the Redevelopment Agency of the City of Moorpark (Successor Agency), which allowed the Successor Agency to utilize bond proceeds issued prior to January 1, 2011 in a manner consistent with the original bond covenants; and

WHEREAS, on September 16, 2014 the Oversight Board of the Successor Agency received and filed the California DOF approval letter relating to the Recognized Obligation Payment Schedule for the period January through June 2015 (ROPS 14-15B), which includes Item No.35, a provision of \$50,000 from the bond proceeds for the improvements at the Ruben Castro Human Services Center (RCHSC); and

WHEREAS, on June 18, 2014, the City of Moorpark adopted the Operating and Capital Improvement Budget for Fiscal Year 2014/15 which includes \$91,745 General Fund (1000) appropriations for maintenance of RCHSC facilities (5020); and

WHEREAS, on July 16, 2014, the City Council approved Amendment No. 2 to the lease Agreement with Moorpark/Simi Valley Neighborhood for Learning, First 5 Ventura County, which provided the installation of a shade structure at the RCHSC; and

WHEREAS, on November 19, 2014, a staff report was presented to the City Council recommending to award the agreement to Great Western Installations, Inc., dba Great Western Park & Playground for design and installation of a shade structure at the RCHSC, and the City Council approved the agreement and adopted Resolution No. 2014-3337 approving the amendment to the fiscal year 2014/15 Operating and Capital Improvement Budget by appropriating \$39,628.38 from the 2006 RDA-SA TAB Proceeds Fund (9104) for the said improvement; and

WHEREAS, a staff report has been presented to the Board of Directors of the Successor Agency to approve the agreement with Great Western Installations Inc. dba Great Western Park & Playground for design and installation of a shade structure at the RCHSC and to concur with City Council Resolution No. 2014-3337.

NOW, THEREFORE, THE BOARD OF DIRECTORS TO THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF MOORPARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Successor Agency hereby approves the Agreement with Great Western Installations, Inc., dba Great Western Park & Playground for design and installation of a shade structure at the Ruben Castro Human Services Center in an amount not to exceed \$39,628.38.

SECTION 2. The Successor Agency hereby concurs with City Council Resolution No. 2014-3337 amending the fiscal year 2014/15 budget by appropriating \$39,628.38 from the 2006 RDA-SA Tab Proceeds Fund (9104) for the improvements.

SECTION 3. The Agency Secretary 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 17th day of December, 2014.

Janice S. Parvin, Chair

ATTEST:

Maureen Benson, Agency Secretary