



MEETING DATE: 3/17/08

ITEM NO: 5

COUNCIL AGENDA REPORT

DATE: MARCH 13, 2008
TO: MAYOR AND TOWN COUNCIL
FROM: GREG LARSON, TOWN MANAGER

[Handwritten signature]

SUBJECT: PPW JOB NO. A08-007 – EQUIPMENT PURCHASE OF A PARK STRUCTURE AT HOWES PLAY LOT - PROJECT NO. 411-831-3606
ADOPT RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH ROSS RECREATION EQUIPMENT COMPANY, INC. FOR THE REPLACEMENT PURCHASE AND INSTALLATION OF A PARK STRUCTURE AT HOWES PLAY LOT IN THE AMOUNT OF \$39,129.18

RECOMMENDATION:

Adopt resolution authorizing the Town Manager to execute an agreement with (Exhibit A) Ross Recreation Equipment Company, Inc. for the replacement purchase and installation of a park structure at Howes Play Lot in the amount of \$39,129.18.

BACKGROUND:

During the recent winter storm of January 4, 2008, a large pine tree fell and demolished most of the landscape structure play equipment at the Howes Play Lot. Since that time, the playground area has been closed and will not be available for public use until the replacement playground equipment can be installed. Parts of the playground equipment that could be reused have been salvaged, and the rest of the damaged equipment has been removed from the site.

DISCUSSION:

Manufacturing of playground equipment is a specialty field with a select few companies in this business. Ross Recreation Company, Inc. is one of the main manufacturers of playground equipment and was the company who had installed the original playground equipment at Howes Play Lot.

PREPARED BY: KEVIN ROHANI
Interim Director of Parks and Public Works

[Handwritten signature of Kevin Rohani]

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Reviewed by: Assistant Town Manager [initials] Town Attorney Clerk Administrator
Finance Community Development

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MAYOR AND TOWN COUNCIL

SUBJECT: PPW JOB NO. A08-007 – EQUIPMENT PURCHASE OF A PARK
STRUCTURE AT HOWES PLAY LOT - PROJECT NO. 411-831-3606

MARCH 13, 2008

Staff had meeting with representatives from Ross Recreation Company, Inc. to determine the most cost effective approach to make the repairs and replace parts of the playground equipment to make it functional again.

The proposal to reuse the remaining parts of the playground equipment (approximately 30%) and use new parts to replace and construct the new playground is the most cost effective approach for this project. In addition, the playground equipment will be brought up to the new safety standards for children in using the equipment. Another benefit of using the remaining section of the playground is that there will not be need to demolish and remove pieces from the site which will add an extra cost to the project.

Staff investigated the cost of new playground equipment with similar features from two other manufacturers, and Gametime, Inc. would furnish and install a playground structure at a cost of \$43,368 and Progressive Design Playground. Inc. would furnish and install a playground structure at a cost of \$45,658.

The option of using other manufacturers playground equipment to mix and match with our remaining sections of playground is not a very practical approach. This is due to the fact that each manufacturer has unique fasteners that connect their equipment pieces together. In addition, due to the modular design of this playground, it is important to keep the same height of each section as children go from section to section. Howes Playground consists of a combination of slides, panels, ladders, etc. which are all connected together for safety and functionality. If each piece of this playground was set in place independently, then it would be possible to use different manufacturer products since they could operate and be used on their own.

The Town has sent an insurance claim to ABAG for this project, and staff expects reimbursement for the majority of the expenses.

It is recommended that the Council adopt the attached Resolution that would declare Ross Recreation Equipment Company, Inc. to be the responsible bidder for the replacement purchase of a park structure and award an agreement to this company in the amount of \$39,129.18.

CONCLUSION:

Staff recommends the replacement purchase of a new park structure from Ross Recreation Equipment Company, Inc.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

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MAYOR AND TOWN COUNCIL

SUBJECT: PPW JOB NO. A08-007 – EQUIPMENT PURCHASE OF A PARK
STRUCTURE AT HOWES PLAY LOT - PROJECT NO. 411-831-3606

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FISCAL IMPACT:

The 2008/09 mid-year budget provides for the replacement purchase of a park structure in the amount of \$39,129.18 from Account No. 411-831-3606.

Attachments:

Resolution authorizing an agreement (Exhibit A) with Ross Recreation Equipment Company, Inc. for the purchase of a park structure

RESOLUTION

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
AUTHORIZING THE TOWN MANAGER
TO EXECUTE AN AGREEMENT WITH
ROSS RECREATION EQUIPMENT COMPANY, INC.
FOR THE REPLACEMENT PURCHASE AND INSTALLATION OF
A PARK STRUCTURE FOR HOWES PLAY LOT
IN THE AMOUNT OF \$39,129.18**

WHEREAS, a park structure at the Howes Play Lot was demolished due to a fallen tree during the recent winter storm of January 4, 2008;

WHEREAS, the 2008/09 mid-year budget provides for the replacement purchase of the park structure;

WHEREAS, staff prepared a request for proposal for the park structure at Howes Play Lot; and

WHEREAS, Ross Recreation Equipment Company, Inc., who is the authorized Northern California dealer for this type of equipment, submitted a bid which the Town Council deems to be responsive to the Town's solicitation process; and

WHEREAS, staff recommends the replacement purchase of a park structure from Ross Recreation Equipment Company, Inc.; and

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Los Gatos, County of Santa Clara, State of California, that Ross Recreation Equipment Company, Inc. is declared to be the authorized satisfactory vendor for the purchase of a park structure; and

BE IT FURTHER RESOLVED that the Town Manager is hereby authorized and directed to execute an agreement (Attached as Exhibit A) for the equipment purchase of a park structure in the amount of \$39,129.18.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 17th day of March, 2008, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED: MAYOR OF THE TOWN OF LOS GATOS/
 LOS GATOS, CALIFORNIA

ATTEST:

CLERK ADMINISTRATOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

**AGREEMENT BETWEEN THE TOWN OF LOS GATOS AND
ROSS RECREATION EQUIPMENT COMPANY, INC.
FOR THE REPLACEMENT PURCHASE AND INSTALLATION
OF A PARK STRUCTURE FOR THE HOWES PLAY LOT**

THIS AGREEMENT is made and entered into in the Town of Los Gatos, County of Santa Clara, State of California, by and between the **Town of Los Gatos**, a municipal corporation [hereinafter Town], and **Ross Recreation Equipment Company, Inc.** [hereinafter Vendor], as of the _____ day _____, 2008.

RECITALS

- (A) A Quotation was sought by the Town for the purchase described in this Agreement, and Vendor was found to be a responsible supplier for this purchase.
- (B) Vendor represents that it is a qualified and competent supplier of the equipment to be purchased under this Agreement.

IT IS AGREED AS FOLLOWS:

1. Supplies and Terms. Vendor hereby agrees to deliver to the Town of Los Gatos Parks and Public Works Department at 41 Miles Avenue, Los Gatos, CA 95030 the items and materials described in Exhibit A hereto. The terms and conditions are as follows:
2. Price. Town shall pay Vendor the amounts defined in Exhibit A, and which include sales tax and delivery charges. Payment shall be net 30 days from delivery.
4. Insurance.
 - A. Minimum Scope of Insurance:
 - i. Vendor agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii. Vendor agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

- iii. Vendor shall provide to the Town all certificates of insurance, with original endorsements effecting coverage including loss of property due to fire loss. Vendor agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Vendor agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Vendor for professional errors or omissions in the performance of the particular scope of work under this agreement.

B. General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of Consultant, premises owned or used by the Vendor. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Vendor's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Vendor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. All Coverages: Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Clerk Administrator.

D. In addition to these policies, Vendor shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement.

Further, Vendor shall ensure that all subcontractors employed by Vendor provide the required Workers' Compensation insurance for their respective employees.

5. Indemnification. The Vendor shall save, keep and hold harmless, indemnify and defend the Town, its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omission of the Vendor, or any of the Vendor's officers, employees, or agents or any subcontractor.
6. Warranty. Vendor shall remedy any defects due to faulty materials and/or workmanship from the date of installation of equipment. Warranty time lines for equipment shall be as follows: Labor and materials shall be warranted by the Vendor for one year.
7. Delivery. Owner shall be responsible to deliver equipment no later than **June 1, 2008** between the hours of 7:00 A. M. and 3:30 P. M. on weekdays that are not Town holidays.
8. Time of the Essence. Prompt delivery of the items and materials is essential to this Agreement.
9. Equal Employment Opportunity. Vendor warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations regarding equal employment opportunity. Vendor shall not discriminate in the employment of any person because of race, color, national origin, ancestry, mental or physical disability, medical condition, marital status, sex, age, or sexual preference, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.
10. Notices. All notices to be given with respect to this Agreement shall be addressed as follows:

To: Town of Los Gatos Town of Los Gatos Parks and Public Works Department 41 Miles Avenue Los Gatos, CA 95030	To: Vendor Ross Recreation Equipment Company, Inc. 100 Brush Creek Road Santa Rosa, CA 90255 Attn: Jenny Ogston
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11. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of the Agreement.
12. Modification. Waiver, termination, or amendment to this Agreement is effective unless made in writing and signed by the Town and the Vendor.

- 13. Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 14. Entire Agreement. This Agreement including Exhibit A sets forth the entire understanding between the parties.

IN WITNESS WHEREOF, the Town and the Vendor have executed this Agreement on the date above written.

Town of Los Gatos, by:

Ross Recreation Equipment Company

Greg Larson, Town Manager

Signature

Recommended by:

**Kevin Rohani, Interim Director of
Parks and Public Works**

Print Name

Approved as to Form:

Attest:

Town of Los Gatos, Los Gatos California

Orry P. Korb, Town Attorney

Jackie Rose, Clerk Administrator

PPWA08-007



Ross Recreation Equipment Co. Inc. 100 Brush Creek Rd #101 Santa Rosa CA 95404 Phone 707-538-3800 Fax 707-538-3826

Table with quote details: Quote # Q-00396, Quote Date 02/26/2008, Expiration Date 05/30/2008, Project Name Howes Park, Quote Name Howes Park Structure

Table for Bill To: Town of Los Gatos, P. O. Box 655, Los Gatos, CA 95031

Table for Ship To: Town of Los Gatos Corp Yard, 41 Miles Ave, Los Gatos, CA 95030

Main quote table with columns: Customer Auth/ PO#, Terms, Salesperson, Est. Ship Date, Part Number, Quantity, Description, Unit Price, Extended Price. Includes a summary table for Notes with Total Materials, Sales Tax, Total Freight, Subtotal, Total Labor, Total Other, and Total.

Approved By: _____

Printed Name: _____