



MEETING DATE: 10/20/08

ITEM NO: 7

COUNCIL AGENDA REPORT

DATE: OCTOBER 8, 2008

TO: MAYOR AND TOWN COUNCIL

FROM: GREG LARSON, TOWN MANAGER [Signature]

SUBJECT: PPW JOB NO. A09-009 – EQUIPMENT PURCHASE OF A PARK STRUCTURE AT LIVE OAK MANOR PARK (411-831-3802)

A. 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 LIVE OAK MANOR PARK IN THE AMOUNT OF \$51,147.

B. AUTHORIZE A BUDGET ADJUSTMENT PROVIDING \$51,147 IN NEW APPROPRIATIONS FOR THE LIVE OAK MANOR PLAYGROUND VANDALISM REPAIR AND REPLACEMENT PROJECT CONSISTING OF REVENUE BUDGET ADJUSTMENT OF \$46,147 FROM THE ABAG INSURANCE CLAIM REIMBURSEMENT AND \$5,00 FROM THE GENERAL FUND RESERVE FOR FUTURE CAPITAL IMPROVEMENTS

RECOMMENDATION:

- 1. Adopt resolution authorizing the Town Manager to execute an agreement with Ross Recreation Equipment Company, Inc. (Exhibit A) for the replacement purchase and installation of a park structure at Live Oak Manor Park in the amount of \$51,147.32.
- 2. Authorize a budget adjustment providing \$51,147 in new appropriation for the Live Oak Manor Playground Vandalism Repair and Replacement project consisting of revenue budget adjustment of \$46,147 from the ABAG Insurance Claim Reimbursement and \$5,000 from the General Fund Reserve for Future Capital Improvements.

BACKGROUND:

The Play Structure at Live Oak Manor Park was destroyed as a result of vandalism in a fire in August, 2008 and needs to be replaced. 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. The Town has sent an insurance claim to ABAG for this project, and staff expects reimbursement for the majority of the expenses.

PREPARED BY: TODD CAPURSO [Signature] Director of Parks and Public Works

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

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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.

DISCUSSION:

Manufacturing of playground equipment is a specialty field with a select few companies in this business. Landscape Structures equipment is one of the main manufacturers of playground equipment and was the company who had installed the original playground equipment at Live Oak Manor Park. The Town has been satisfied with this equipment and has had very good service life from the equipment.

Staff met with representatives from Ross Recreation Company who is the authorized dealer for Landscape Structures equipment 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 20%) and use new parts to replace and construct the new playground is the most cost effective approach for this project. It is estimated that the cost for an entire new playground structure system will be in excess of \$80,000. In addition, the playground equipment will be brought up to the new safety standards for children using the equipment. Another benefit of using the remaining section of the playground is that there will not be a need to demolish and remove pieces from the site which will add an extra cost to the project.

The option of using other manufacturers' playground equipment to mix and match with the Town's remaining sections of the playground is not a 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. Live Oak Manor Park 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 Parks Commission reviewed various exhibits of the play structures at the September 2, 2008 Parks Commission meeting. At the October 7, 2008 Parks Commission meeting the Commission heard input from the neighborhood and the consensus was to select the proposed design for the new play structure.

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 at Live Oak Manor Park and award an agreement to this company in the amount of \$51,147.32.

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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.

FISCAL IMPACT:

Sufficient funds are available for the project as detailed below:

EQUIPMENT PURCHASE OF A PARK STRUCTURE AT OAK MANOR PARK			
	Proposed Budget Amount	Proposed Contract Amount	Remaining Budget If Approved
TOTAL REVENUES:			
ABAG Insurance Claim Reimbursement	\$ 46,147		\$ 46,147
Transfer from General Fund	5,000		5,000
TOTALS	\$ 51,147		\$ 51,147
TOTAL EXPENDITURES			
Equipment Purchase & Installation	51,147	\$ 51,147	\$ -
TOTALS	\$ 51,147	\$ 51,147	\$ -

Attachments:

1. Resolution authorizing an agreement (Exhibit A) with Ross Recreation Equipment Company, Inc. for the purchase of a park structure.
2. Proposed design of 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 LIVE OAK MANOR PARK
IN THE AMOUNT OF \$51,147.32**

WHEREAS, a park structure at Live Oak Manor Park was destroyed in a fire in August 2008; and

WHEREAS, Ross Recreation Equipment Company, Inc., who is the authorized Northern California dealer for this type of equipment, installed the original playground equipment at Live Oak Manor Park; and

WHEREAS, parts of the playground equipment that could be reused have been salvaged; and

WHEREAS, staff recommends the replacement purchase of a park structure from Ross Recreation Equipment Company, Inc., for this equipment, 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 \$51,147.32.

**AGREEMENT BETWEEN THE TOWN OF LOS GATOS AND
ROSS RECREATION EQUIPMENT COMPANY, INC.
FOR THE REPLACEMENT PURCHASE AND INSTALLATION
OF A PARK STRUCTURE FOR LIVE OAK MANOR PARK**

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 \$51,147.32, which include sales tax and delivery charges. Payment shall be net 30 days from delivery.
3. 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.

4. 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.
5. 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.
6. Delivery. Vendor shall be responsible to deliver and install equipment no later than **January 1, 2009.**
7. Time of the Essence. Prompt delivery of the items and materials is essential to this agreement.
8. 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.
9. 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

10. 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.
11. Modification. Waiver, termination, or amendment to this Agreement is effective unless made in writing and signed by the Town and the Vendor.

12. 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.
13. 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:

Todd Capurso
Director of Parks and Public Works

Print Name

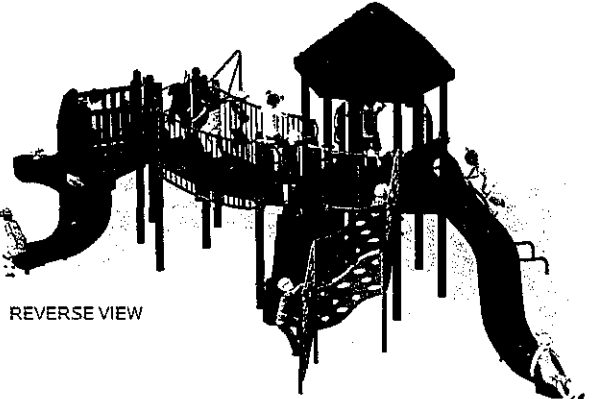
Approved as to Form:

Attest:

Town of Los Gatos, Los Gatos California





Orry P. Korb, Town Attorney

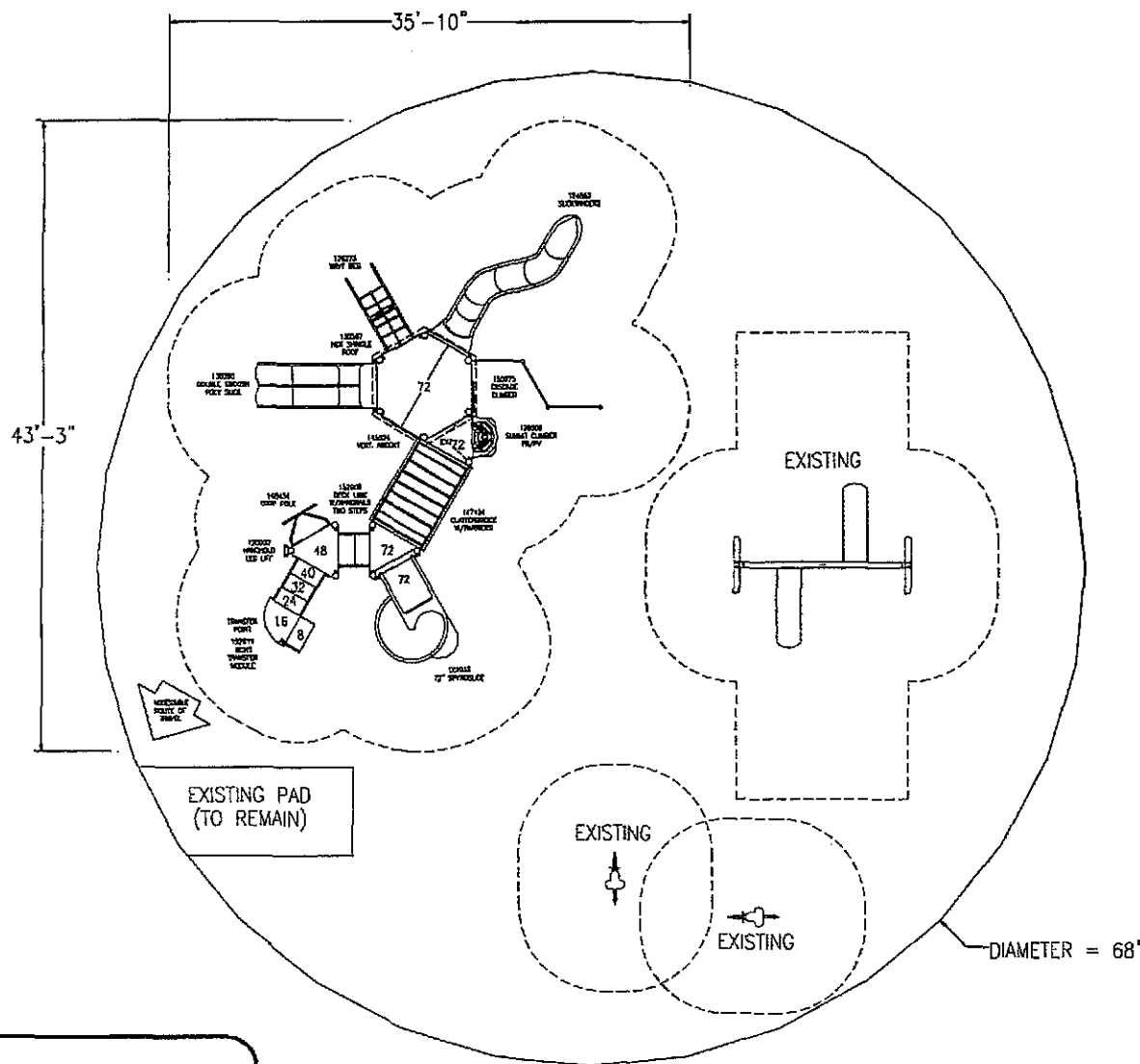
Jackie Rose, Clerk Administrator



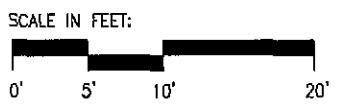
REVERSE VIEW



LIVE OAK MANOR						
CALIFORNIA	10628849-1-1	8/22/2008				



TOTAL ELEVATED PLAY COMPONENTS	9	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	9	REQUIRED	5
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	5	REQUIRED	3
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	3	REQUIRED	3



LIVE OAK MANOR

ROSS RECREATION
JENNY OGSTON

SYSTEM TYPE:
PLAYBOOSTER
DRAWING #: 28849-1-1



landscape structures



The play components identified on this plan are IPEDDA certified. (Unless otherwise noted) The use and layout of these components conform to the requirements of ASTM F1487.

THIS PLAY AREA & EQUIPMENT IS DESIGNED FOR AGES 5-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURER'S OPINION THAT THIS PLAY AREA DOES CONFORM TO THE ADA ACCESSIBILITY REQUIREMENTS (504MG), ASSUMING AN ACCESSIBLE PAVING SURFACING IS PROVIDED AS INDICATED, OR WITHIN THE ENTERED USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING: SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND OBSTACLES SHOULD BE OBTAINED, EVALUATED, & INCORPORATED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SHEDS SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE OF AT LEAST THE HEIGHT OF THE HIGHEST ACCESSIBLE PART/FALL HEIGHT OF THE RELATED EQUIPMENT. (SEE CODEBOOK PRODUCT SAFETY COMMISSION (PSC) GUIDELINES, SECTION 30: SURFACING.) ACCESSIBLE/PROTECTIVE LOOSE FILL MATERIAL (ENGINEERED WOOD FIBER SUGGESTED)

DESIGNED BY:
CLH

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LANDSCAPE STRUCTURES, INC.
201 7th STREET SOUTH - P.O. BOX 190
ECHO, MINNESOTA 55320
PH: 1-800-338-0028 FAX: 1-952-932-0791

Date: Previous Drawing: # Scale: