



AGENDA
REGULAR MEETING OF THE MAYWOOD CITY COUNCIL AND THE
SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY
REDEVELOPMENT AGENCY

WEDNESDAY, APRIL 24, 2024 AT 5:30 PM

Maywood City Council Chambers
4319 E. Slauson Avenue, Maywood, CA 90270
www.cityofmaywood.com

I. CALL TO ORDER/ROLL CALL

CALL TO ORDER
ROLL CALL

II. CITY OFFICIALS

MAYOR
Eddie De La Riva

MAYOR PRO TEM
Mayra Aguiluz

COUNCIL MEMBERS
Jessica Torres
Frank Garcia
Heber Marquez

CITY CLERK
Brian E. Juarez

CITY TREASURER
Mary Mariscal

CITY MANAGER
Jennifer E. Vasquez

CITY ATTORNEY
Roxanne Diaz

III. MEETING PROCEDURES

THIS MEETING WILL BE HELD IN PERSON.

THE MEETING WILL BE AVAILABLE FOR VIEWING VIA ZOOM:

<https://us02web.zoom.us/j/84808827124> AND VIA THE CITY'S FACEBOOK PAGE.

Public Participation Options:

1. **In-Person:** Council Chambers located at 4319 E. Slauson Avenue, Maywood, CA
2. **Before the Meeting:** Public comment will be accepted for the record in advance by 4:00 p.m. the day of the meeting by email to daisy.guerrero@cityofmaywood.org; or if you are unable to email, please call the City Clerk's Office at (323) 562-5714. Your comment will be made part of the written record but will NOT be read verbally at the meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the Council Meeting, please contact the City Clerk's Office (323) 562-5714 within 72 hours of the meeting.

IV. CLOSED SESSION

CONFERENCE WITH REAL PROPERTY NEGOTIATOR; GOVERNMENT CODE SECTION 54956.8.; PROPERTY: 5901 ATLANTIC BOULEVARD, MAYWOOD (APN 6313-013-030); AGENCY NEGOTIATOR: JENNIFER VASQUEZ, CITY MANAGER, STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING, AND TYLER KELLEHER, ASSISTANT PROJECT MANAGER, EPIC LAND SOLUTIONS, INC.; NEGOTIATING PARTY: J&MGC, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.; UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

CONFERENCE WITH REAL PROPERTY NEGOTIATOR; GOVERNMENT CODE SECTION 54956.8.; PROPERTY: 4501 SLAUSON AVENUE, MAYWOOD (APN 6313-010-001 AND 6313-010-002).; AGENCY NEGOTIATOR: JENNIFER VASQUEZ, CITY MANAGER, STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING, AND TYLER KELLEHER, ASSISTANT PROJECT MANAGER, EPIC LAND SOLUTIONS, INC.; NEGOTIATING PARTY: EL POLLO LOCO INC., A DELAWARE CORPORATION.; UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

CONFERENCE WITH REAL PROPERTY NEGOTIATOR; GOVERNMENT CODE SECTION 54956.8.; PROPERTY: 4457 AND 4487 SLAUSON AVENUE, MAYWOOD (APNS 6313-015-033 AND 6313-015-030).; AGENCY NEGOTIATOR: JENNIFER VASQUEZ, CITY MANAGER, STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING, AND TYLER KELLEHER, ASSISTANT PROJECT MANAGER, EPIC LAND SOLUTIONS, INC.; NEGOTIATING PARTY: MAYWOOD VILLAGE CENTER LLC, A DELAWARE LIMITED LIABILITY COMPANY.; UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

CONFERENCE WITH REAL PROPERTY NEGOTIATOR; GOVERNMENT CODE SECTION 54956.8.; PROPERTY: 5900 AND 5906 ATLANTIC BOULEVARD, MAYWOOD (APNS 6313-011-036 AND 6313-011-028).; AGENCY NEGOTIATOR: JENNIFER VASQUEZ, CITY MANAGER, STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING, AND TYLER KELLEHER, ASSISTANT PROJECT MANAGER, EPIC LAND SOLUTIONS, INC.; NEGOTIATING PARTY: TONY Y. KIM, JOUNG-SUN KIM, YONG-TAI KIM AND SOON-AI KIM.; UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

V. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

VI. PUBLIC PARTICIPATION (Agenda Items; Time allotted: 3 minutes)

Speakers wishing to address the City Council on an item on the agenda may use the

instructions provided in section **III. MEETING PROCEDURES** beginning on page 1 of this agenda.

VII. PUBLIC HEARING

1. A PUBLIC HEARING TO CONSIDER A DETERMINATION OF PUBLIC CONVENIENCE OR NECESSITY FOR THE SALE OF BEER AND WINE FOR OFF-SITE CONSUMPTION A TYPE 20 ALCOHOLIC BEVERAGE CONTROL LICENSE AT DOS CARNALES MARKET AT 5300 MAYWOOD AVENUE CEQA EXEMPT PURSUANT TO SECTION 15061(b)(3)

VIII. PRESENTATIONS

CITY OF MAYWOOD RECOGNIZES SENIOR ACCOUNTANT, RAUL HERRERA, ON HIS 10-YEAR EMPLOYMENT ANNIVERSARY

RECOGNITION OF STUDENTS AND VOLUNTEERS FROM NIMITZ MIDDLE SCHOOL FOR THEIR PARTICIPATION IN RUNNING THE LA MARATHON AND STEM COMPETITIONS

CITY OF MAYWOOD PROCLAIMS MAY AS MENTAL HEALTH MATTERS MONTH

CITY OF MAYWOOD PROCLAIMS MAY 6, 2024, AS ADULT SCHOOL STUDENT RECOGNITION DAY

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT: CITY UPDATE

IX. CONSENT CALENDAR

All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council request specific items to be removed from the Consent Calendar for separate discussion or action.

2. MINUTES OF THE MARCH 27, 2024, REGULAR CITY COUNCIL MEETING

3. REVENUE REPORT MARCH 2024

4. MONTHLY CASH AND INVESTMENT TO THE CITY COUNCIL MARCH 2024

5. CONSIDERATION OF APPROVAL RESOLUTION NO. 6345 OF THE CITY COUNCIL OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY DEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT

6. CONSIDERATION OF APPROVAL OF THE IMPLEMENTATION AGREEMENT FOR

SLAUSON AVENUE COMPLETE STREET STUDY WITH GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG), FOR A TOTAL AMOUNT NOT-TO-EXCEED \$7,389.14

7. CONSIDERATION OF APPROVAL RESOLUTION NO. 6346 AFFIRMING SUPPORT FOR THE CONGRESSIONAL AND WORLDWIDE CALLS OR AN IMMEDIATE CEASEFIRE IN GAZA
8. CONSIDERATION OF APPROVAL OF A LEASE AGREEMENT BETWEEN THE CITY OF MAYWOOD AND THE BALDWIN PARK UNIFIED SCHOOL DISTRICT FOR THE USE OF A CLASSROOM SPACE IN THE MAYWOOD PARK MULTIPURPOSE BUILDING LOCATED AT 4801 E. 58TH STREET
9. CONSIDERATION OF REJECTION OF PROPOSALS AND AUTHORIZATION TO READVERTISE THE REQUEST FOR PROPOSALS (RFP) FOR THE MAYWOOD ADA SELF EVALUATION AND TRANSITION PLAN
10. CONSIDERATION OF APPROVAL OF AMENDMENT NO. 2 TO MEASURE R FUNDING AGREEMENT BETWEEN CITY OF MAYWOOD AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR RIGHT OF WAY ACQUISITION AND CONSTRUCTION PHASE FOR SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS, PROJECT IN THE AMOUNT OF \$7,418,150
11. CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO S & H CIVIL WORKS FOR SIDEWALK REHABILITATION PROJECT FY 2023-2024 (CDBG) IN AN AMOUNT OF NOT-TO-EXCEED \$81,715 AND APPROVE THE PLANS AND SPECIFICATIONS FOR THE PROJECT
12. CONSIDERATION OF APPROVAL OF RESOLUTION NO. 6347 URGING PRIME HEALTHCARE TO REINSTATE EMPLOYMENT OF THE NINE HEALTHCARE WORKERS AT ST. FRANCIS MEDICAL CENTER
13. CONSIDERATION OF AWARDED A COOPERATIVE PURCHASING AGREEMENT TO PLAYCORE WISCONSIN, INC. DBA GAMETIME FOR THE PURCHASE AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT AT MAYWOOD PARK IN AN AMOUNT OF \$275,764.60
14. REVIEW OF THE CITY OF MAYWOOD'S 2023 (CALENDAR YEAR) HOUSING ELEMENT ANNUAL PROGRESS REPORT
15. CONSIDERATION OF APPROVAL OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR A TOTAL AMOUNT NOT-TO-EXCEED \$109,795 FOR CONSTRUCTION ENGINEERING SUPPORT FOR SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS PROJECT

16. REINTRODUCTION AND WAIVER OF FULL READING OF ORDINANCE NO. 24-02 AN ORDINANCE OF THE CITY OF MAYWOOD ADDING SUBSECTION 4070.120 TO CHAPTER 4070 OF THE MAYWOOD ZONING ORDINANCE TO ESTABLISH CRITERIA FOR ACCESSORY DWELLING UNITS

X. DISCUSSION/ACTION ITEMS

17. CONSIDERATION OF APPROVAL OF MUNICIPAL SERVICES AGREEMENT WITH THE COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL (DACC) FOR ANIMAL CARE AND CONTROL SERVICES FOR FISCAL YEARS 2024-2029
18. CONSIDERATION OF THE RENEWAL OF A COMMERCIAL CANNABIS RETAIL LICENSE FOR MAYWOOD GREEN SOLUTION, LLC DBA HAVEN
19. CONSIDERATION OF THE RENEWAL OF A COMMERCIAL CANNABIS RETAIL LICENSE FOR FIREHOUSE HEALTHCARE INDUSTRIES, INCORPORATED DBA FIREHOUSE 365
20. CONSIDERATION OF THE RENEWAL OF A COMMERCIAL CANNABIS MICROBUSINESS LICENSE FOR MAYWOOD L'CHAIM DBA COOKIES
21. CONSIDERATION OF THE RENEWAL OF A COMMERCIAL CANNABIS MICROBUSINESS LICENSE FOR SINSEMILLA INDO GROUP, INCORPORATED DBA OG NATION

XI. PUBLIC PARTICIPATION (Non-Agenda Items; Time allotted: 3 minutes)

Speakers wishing to address the City Council on a non- agenda item you may use the instructions provided in section **III. MEETING PROCEDURES** beginning on page 1 of this agenda.

- XII. ADJOURNMENT** - The meeting of the Maywood City Council is adjourned to Wednesday, May 8, 2024, at 4:00 p.m. in the City Council Chambers.

PUBLIC ACCESS TO MEETING AGENDA AND AGENDA PACKETS

I, _____, City Clerk or Deputy City Clerk, hereby certify that this agenda was duly posted by law at 4319 E. Slauson Avenue, Maywood, CA 90270 and the City Website. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the Maywood City Hall, 4319 E. Slauson Avenue, Maywood CA 90270. If you challenge in court any discussion or action taken concerning an item on this Agenda, you may be limited to rising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting. In compliance with the ADA, if you need special assistance for the meeting, call (323) 562-5723 within 72 hours prior to the meeting so the City can make reasonable arrangements to ensure accessibility.



AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 1.

DATE: April 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING

SUBJECT: A PUBLIC HEARING TO CONSIDER A DETERMINATION OF PUBLIC CONVENIENCE OR NECESSITY FOR THE SALE OF BEER AND WINE FOR OFF-SITE CONSUMPTION A TYPE 20 ALCOHOLIC BEVERAGE CONTROL LICENSE AT DOS CARNALES MARKET AT 5300 MAYWOOD AVENUE CEQA EXEMPT PURSUANT TO SECTION 15061(b)(3)

RECOMMENDATION:

Staff recommends issuance of a Public Convenience and Necessity (PCN) letter requesting and granting of an Alcoholic Beverage Control (ABC) Type 20 Off-Sale Beer and Wine license to Dos Carnales Market at 5300 Maywood Ave.

BACKGROUND:

The Applicant, Martin Duran, is requesting to be allowed to sell beer and wine with a Type 20 Alcoholic Beverage Control License at an existing market located at 5300 Maywood Avenue. The overall property includes three (3) single family dwelling units and the market on the corner of Maywood Avenue and 53rd Street. The zoning for the property is Residential (R-3). The City has records of a neighborhood market dating back to 2003. The Department of Alcoholic Beverage Control (ABC) has records of a Type 20, Off-Site sale of Beer and Wine license, dating back to 1992. The market has been an established neighborhood market for over twenty years. The market provides a valuable neighborhood asset that allows residents access to groceries and household items.

The applicant purchased the property in May 2023 without the ABC license that was previously issued to the location by ABC. The city records do not indicate that a Conditional Use permit was issued for the off-site sale of beer and wine. This, with the fact that the retail store is located in a residential neighborhood, creates a nonconforming situation. The location was not closed during the purchase of the market. In order to continue to sell beer and wine, which made up approximately 20 percent of the market's overall sales, the new owner had to obtain a new license. The applicant obtained another ABC Type 20 license in September 2023, keeping the non-conforming status viable, but since it was over 90 days since the previous license was withdrawn from the location by the previous owner, ABC required a PCN to be considered by the city to continue the sale of beer and wine at the location.

As part of the PCN application, the applicant provided a justification letter and an overview of the project. The applicant notes that the project will offer more convenient access to beer and wine to bring back the previous use, making it more convenient and efficient for the customers. It is also indicated that, as part of the business plan, all employees will be put through extensive training with ABC to ensure that it is a responsible retailer of alcoholic beverages. They will also provide a scanner for all alcohol, tobacco products and age-restricted

products to ensure sales are done responsibly.





DISCUSSION:

During the application process with the ABC, it was discovered that the area was under a license moratorium. The market is located within Census Tract 5333.00, and the Department of Alcoholic Beverage Control has determined that the area is deemed as an area with "undue concentration". This means that the number of license for the sale of alcoholic beverages exceeds the amount that is permitted by ABC in that particular census tract. ABC requires the City to issue a finding of public convenience or necessity to grant the license to the market. The census tract is allowed one license from ABC and with the previous license that was issued to the location two licenses had existed. This request again represents a second license that ABC will continue to allow to be located in this census tract if the city finds a PCN to maintain the previous number of licenses. State provisions permit local jurisdictions to make findings of public convenience or necessity in order to justify the license.

In order to grant an ABC license in an area that has an undue concentration, a jurisdiction must find that a public convenience or necessity would be filled by the alcoholic beverage license. After careful review and consideration, staff has determined that the following factors merit the issuance of an ABC license for the subject market.

1. The license is a continuation of use for the market. There is no additional license granted to the census tract.
2. Failure to obtain the beer and wine license would place the subject business at a competitive disadvantage in that all other similar businesses in the vicinity have the advantage of selling beer and wine to their customers.
3. The proposed license would make it more efficient and convenient for customers in the area to obtain several items in one convenient location.
4. Although the number of licenses within the census tract is greater than the number allowed by ABC, there will be no increase to the number of issued licenses.
5. In accordance to Los Angeles County Sheriff's Department, there have been no calls of service to the location. There is no extraordinary history of police or crime-related problems in the area proposed for the license that would relate to the alcohol concentrations in the vicinity.
6. There is community benefit from the business and its services such as the market offers a variety of meat selections, produce and other personal goods that lessen the need for residents to travel.

Based on the above analysis, staff recommends that the City Council make a finding of Public Convenience or

Necessity (PCN) and direct Staff to issue a PCN letter to the State Department of Alcoholic Deverage Control (ABC) for Dos Carnales Market located at 5300 Maywood Avenue.

Staff has reviewed the request to determine the required level of review under the California Environmental Quality Act (CEQA). The proposed project is exempt from CEQA under state CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption). Granting this PCN will expand the services at the existing store and will allow the store to provide the same services as the previous owner. Granting this PCN will not bring any physical change to the environment and will not have any potential for causing a significant effect on the environment.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no significant fiscal impact to the general fund.

ATTACHMENT(S)

1. Final PCN Letter to ABC (Dos Carnales)



City of Maywood

4319 East Slauson Avenue • Maywood, California 90270 Tel: (323) 562-5700 • Fax
(323) 773-2806

April 25, 2024

Department of Alcohol Beverage Control
Attn: Erika Ramirez, Licensing Representative
Monrovia District Office
222 E. Huntington Drive. Suite 114
Monrovia CA, 91016

**SUBJECT: Finding of Public Convenience or Necessity (PCN)
Type 20 Off-Sale Beer and Wine Alcohol Beverage Control License
Dos Carnales – 5300 Maywood Avenue, Maywood, CA
Applicant & Business Owner – Martin Duran**

Dear Ms. Ramirez:

On April 24, 2024, the City of Maywood City Council made a PCN finding for the retail market located at 5300 Maywood Avenue and thereby allowing the continuation of an Alcohol Beverage Control (ABC) Type 20 Off-sale Beer and Wine license. Please accept this letter as the City's consent to issue the requested Type 20 ABC license at the subject location.

The City finds that a public convenience exists for the subject business due to the following:

1. The license is a continuation of use for the market. There is no additional license granted to the census tract.
2. Failure to obtain the beer and wine license would place the subject business at a competitive disadvantage in that all other similar businesses in the vicinity have the advantage of selling beer and wine to their customers.
3. The proposed license would make it more efficient and convenient for customers in the area to obtain several items in one convenient location.
4. Although the number of licenses within the census tract is greater than the number allowed by ABC, there will be no increase to the number of issued licenses.
5. In accordance to Los Angeles County Sheriff's Department, there have been no calls of service to the location. There is no extraordinary history of police or crime-related problems in the area proposed for the license that would relate to the alcohol concentrations in the vicinity.
6. There is community benefit from the business and its services such as the market offers a variety of meat selections, produce and other personal goods that lessen the need for residents to travel.

Base on the listed justifications, City Council found that the proposed use would not result in an undue proliferation of alcohol relate uses in the area.

If you should need further assistance, please feel free to contact me at (323) 562-5723, or via email at calvin.ko@cityofmaywood.org.

Sincerely,

Calvin Ko
Assistant Planner

c: Sherrie Olson , Project Manager
Martin Duran, Dos Carnales Market



MEETING MINUTES

REGULAR MEETING OF THE MAYWOOD CITY COUNCIL AND THE SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY

WEDNESDAY, MARCH 27, 2024 AT 5:30 PM

Maywood City Council Chambers
4319 E. Slauson Avenue, Maywood, CA 90270
www.cityofmaywood.com

I. CALL TO ORDER/ROLL CALL

Meeting was called to order at approximately 5:33 p.m.

II. CITY OFFICIALS

MAYOR
Eddie De La Riva (**present**)

CITY CLERK
Brian E. Juarez (**excused absence**)

MAYOR PRO TEM
Mayra Aguiluz (**present**)

CITY TREASURER
Mary Mariscal (**remote**)

COUNCIL MEMBERS
Jessica Torres (**present**)
Frank Garcia (**present**)
Heber Marquez (**excused absence**)

CITY MANAGER
Jennifer E. Vasquez (**present**)

CITY ATTORNEY
Roxanne Diaz (**present**)

III. MEETING PROCEDURES

THIS MEETING WILL BE HELD IN PERSON.

THE MEETING WILL BE AVAILABLE FOR VIEWING VIA ZOOM:

<https://us02web.zoom.us/j/86440414374> AND VIA THE CITY'S FACEBOOK PAGE.

Public Participation Options:

1. **In-Person:** Council Chambers located at 4319 E. Slauson Avenue, Maywood, CA

2. **Before the Meeting:** Public comment will be accepted for the record in advance by 4:00 p.m. the day of the meeting by email to daisy.guerrero@cityofmaywood.org; or if you are unable to email, please call the City Clerk's Office at (323) 562-5714. Your comment will be made part of the written record but will NOT be read verbally at the meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the Council Meeting, please contact the City Clerk's Office (323) 562-5714 within 72 hours of the meeting.

IV. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL, ANTICIPATED LITIGATION, SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(2): NUMBER OF POTENTIAL CASES: 1

CITY ATTORNEY, ROXANNE DIAZ, ANNOUNCED THAT COUNCIL MEMBER GARCIA WOULD RECUSE HIMSELF FROM THE CLOSED SESSION ITEM BECAUSE HE LIVES WITHIN 500 FEET OF THE PROPERTY BEING DISCUSSED AND UNDER THE FPPC REGULATIONS HAS A PROPERTY CONFLICT OF INTEREST AND CANNOT PARTICIPATE IN THE ITEM. THEREAFTER, THE CITY COUNCIL ADJOURNED INTO CLOSED SESSION. SUBSEQUENTLY, THE CITY COUNCIL RETURNED FROM CLOSED SESSION AND THE CITY ATTORNEY STATED THERE WAS NO REPORTABLE ACTION.

CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION, GOVERNMENT CODE SECTION 54956.9(D)(1),
COMMERCIAL WASTE SERVICES, INC. V. CITY OF MAYWOOD, LOS ANGELES SUPERIOR COURT CASE NO. 21STCV21097

THE CITY COUNCIL RETURNED FROM CLOSED SESSION AND THE CITY ATTORNEY ANNOUNCED THAT THERE WAS NO REPORTABLE ACTION.

V. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

City Council provided their comments.

VI. PUBLIC PARTICIPATION (Agenda Items; Time allotted: 3 minutes)

The following people provided public comments:

1. David Perez

VII. PRESENTATIONS

LOS ANGELES SHERIFF'S DEPARTMENT: CITY UPDATE

Deputy SantaCruz provided an update.

VIII. CONSENT CALENDAR - Motion to approve items 1 – 8 and 10-13 by Council Member Garcia, and second by Mayor Pro Tem Aguiluz. AYES: De La Riva, Aguiluz, Garcia. Motion passed 4-0. Council Member Torres abstained from voting on Item #9 due to living within close proximity of the project. Item #9 was passed 3-0.

1. MINUTES OF THE FEBRUARY 28, 2024, REGULAR CITY COUNCIL MEETING
2. MINUTES OF THE FEBRUARY 28, 2024, SPECIAL CITY COUNCIL MEETING
3. REVENUE REPORT FOR FEBRUARY 2024
4. MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL FOR FEBRUARY 2024
5. CONSIDERATION FOR APPROVAL OF RESOLUTION NO. 6341 OF THE CITY COUNCIL OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY DEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
6. CONSIDERATION OF ADOPTING RESOLUTION NO. 6342 ADOPTING A MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF PROJECT
7. REVIEW AND APPROVAL OF THE SCOPE OF SERVICES INCLUDED IN THE REQUEST FOR PROPOSALS (RFP) TO DEVELOP A LOCAL HAZARD MITIGATION PLAN (LHMP)
8. CONSIDERATION OF ACCEPTANCE OF THE WORK FOR THE CITYWIDE CURB NUMBERING PROJECT
9. CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO UNLIMITED ENVIRONMENTAL, INC. FOR BUILDING DEMOLITION LOCATED AT 5110 DISTRICT BOULEVARD AND ALLOCATE SUCCESSOR AGENCY FUNDS IN AN AMOUNT NOT TO EXCEED \$229,600 FOR DEMOLITION, CONSTRUCTION MANAGEMENT, INSPECTION, AND HAZ-MAT REMOVAL OBSERVATION
10. CONSIDERATION OF APPROVAL FOR ISSUANCE OF A SPECIAL EVENT PERMIT TO SAINT ROSE OF LIMA CHURCH - ARCHDIOCESES OF LOS ANGELES, LOCATED AT 4422 EAST 60TH STREET FOR AN ANNUAL FUNDRAISER AND APPROVE THE PROPOSED CONDITIONS OF APPROVAL AS RECOMMENDED IN THE REPORT
11. CONSIDERATION FOR APPROVAL OF RESOLUTION NO. 6343 AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION FOR LOCAL ASSISTANCE SPECIFIED GRANT FUNDS FROM THE STATE DEPARTMENT OF PARKS AND RECREATION AND AUTHORIZATION TO EXECUTE GRANT DOCUMENTS
12. CONSIDERATION FOR APPROVAL A PROFESSIONAL SERVICES AGREEMENT FOR DRONE SHOW AT THE CENTENNIAL CELEBRATION WITH SKY ELEMENTS, IN A TOTAL CONTRACT AMOUNT OF \$27,500

13. CONSIDERATION OF REJECTION OF BIDS AND AUTHORIZATION TO READVERTISE FOR BIDS FOR THE CITY HALL WINDOW REPLACEMENT PROJECT, PROJECT NO: 6106

IX. DISCUSSION/ACTION ITEMS

14. FISCAL YEAR 2023-2024 MID-YEAR REPORT AND CONSIDERATION FOR THE APPROVAL OF RESOLUTION NO. 6344 TO AMEND 2023-2024 BUDGET

Presentation provided by Finance Director Rimo Hanson and City Manager Jennifer Vasquez. Comments and questions were provided by City Council.

Motion to approve item 14 by Council Member Garcia, and second by Mayor Pro Tem Aguiluz. AYES: De La Riva, Torres, Aguiluz, Garcia. Motion passed 4-0

15. CONSIDERATION OF APPROPRIATING \$8,000 FROM THE LOCAL FISCAL RECOVERY FUND FOR THE "TASTE OF MAYWOOD" EVENT; ALLOWING LOCAL BUSINESSES TO SHOWCASE THEIR MENU, BRING AWARENESS TO THEIR RESTAURANTS AND TO CONTINUE STIMULATING THE LOCAL ECONOMY

Presentation provided by City Manager Jennifer Vasquez. Comments and questions were provided by City Council.

Motion to approve item 15 by Mayor De La Riva, and second by Mayor Pro Tem Aguiluz. AYES: De La Riva, Torres, Aguiluz, Garcia. Motion passed 4-0.

16. FIRST READING OF ORDINANCE NO. 24-03 ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), EXCEPT FOR THE FIRE CODE AS THE CITY OF MAYWOOD ADOPTS THE LOS ANGELES COUNTY FIRE CODE, AND MAKING AMENDMENTS THERETO; ADOPTION OF THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE; AMENDING CHAPTER 8-01, 8-03, 8-06, 8-09, 8-12, 8-13, 8-18, 8-19, AND 8-21, OF THE MAYWOOD MUNICIPAL CODE; AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO THE COMMON SENSE EXEMPTION OF CEQA GUIDELINES SECTION 15061(b)(3)

Item was pulled by City Manager Jennifer Vasquez and moved to a future meeting.

X. PUBLIC PARTICIPATION (Non-Agenda Items; Time allotted: 3 minutes)

The following people provided public comments:

1. David Perez
2. Harry Hernandez
3. Martin Sanchez
4. Jose Espinoza

- XI. ADJOURNMENT - The meeting was adjourned at approximately 6:45 p.m. The next Regular Meeting of the Maywood City Council is scheduled for Wednesday, April 24, 2024, at 5:30 p.m. in the Council Chambers.

Attest:

Approved By:

Brian E. Juarez, City Clerk

Eddie De La Riva, Mayor

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 3.

DATE: April 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: RIMO HANSON, FINANCE DIRECTOR

BY: RAUL HERRERA, SENIOR ACCOUNTANT

SUBJECT: REVENUE REPORT MARCH 2024

RECOMMENDATION:

Staff recommends that the City Council receive and file the Revenue Report from July 2023 - March 2024.

BACKGROUND:

In an effort to maintain transparency, the City's Finance Department prepares a monthly Revenue Report for the City Council's review.

DISCUSSION:

The total revenue received from July 2023 - March 2024 totaled \$11,391,826.80, which is lower than the same period last year. This is primarily due to the fact that the City received its second one-time installment in the amount of \$3,226,257 from the American Rescue Plan Act of 2021 (ARPA) in July 2022.

In addition, we have encountered a drop in the issuance of building and public works permits. This also accounted for a lower amount of funds recorded for the months of July 2023 through March 2024.

The attached analysis compares prior YTD and current YTD Revenue.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact with this action.

ATTACHMENT(S)

1. July 2023 - March 2024 - City of Maywood FY 2023-2024

FUND / REVENUE TYPE	A - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	C - Current YTD versus Prior YTD \$ Difference	D - Current YTD Prior YTD % Difference	E - Adopted Budget FY 2023-24	F - % of FY 2023-2024 YTD Revenue Received
			(B minus A)	(B divided by A minus 1)		(B divided by F)
GENERAL FUND	TAXES: A tax is a compulsory monetary contribution to the City's revenue, assessed and imposed by the City on the activities, expenditure, income, occupation, privilege, property, etc., of individuals and organizations.					
Taxes:						
Franchise & Collectors Fee	\$196,283.80	\$204,272.20	\$7,988.40	4.07%	\$555,000.00	36.81%
Property Taxes	\$389,868.82	\$372,881.92	(\$16,986.90)	-4.36%	\$720,000.00	51.79%
4211 - Utility Users Tax	\$937,499.74	\$975,563.85	\$38,064.11	4.06%	\$1,200,000.00	81.30%
4206 - Real Estate Transfer Tax	\$14,439.45	\$9,979.77	(\$4,459.68)	-30.89%	\$28,000.00	35.64%
4202 - Hotel / Motel Room Transient Occupancy Tax (TOT)	\$55,503.77	\$56,260.66	\$756.89	1.36%	\$77,250.00	72.83%
4212 - Cannabis Sales Tax	\$1,163,985.19	\$506,956.97	(\$657,028.22)	-56.45%	\$1,750,000.00	28.97%
4201 - Sales and Use Tax Revenue	\$1,446,123.42	\$1,445,684.61	(\$438.81)	-0.03%	\$2,400,000.00	60.24%
Taxes Totals	\$4,203,704.19	\$3,571,599.98	(\$632,104.21)	-15.04%	\$6,730,250.00	53.07%
GENERAL FUND	FEES: A fee is a charge imposed on an individual for a service that the person chooses to receive. A fee may not exceed the estimated reasonable cost of providing the particular service or product for which the fee is charged, plus overhead. Fees are charged for specific services, and fee revenue may fund only those services and related expenses. LICENSES and PERMITS are types of fees allowing for the operation within the City.					
Licenses & Permits:						
4301 - Compliance Program Fee	\$45,000.00	\$45,000.00	\$0.00	0.00%	\$45,000.00	100.00%
Residential & Building Permits	\$13,885.70	\$9,450.10	(\$4,435.60)	-31.94%	\$21,500.00	43.95%
4305 - Public Works Permit Fees	\$170,235.00	\$82,605.50	(\$87,629.50)	-51.48%	\$190,000.00	43.48%
Other Fees & Permits	\$12,587.68	\$20,272.84	\$7,685.16	61.05%	\$18,000.00	112.63%
4320 - Occupancy Permits	\$3,642.30	\$2,389.60	(\$1,252.70)	-34.39%	\$6,000.00	39.83%
4313 - Building Permits	\$65,802.86	\$34,827.68	(\$30,975.18)	-47.07%	\$80,000.00	43.53%
4307 - Commercial Cannabis Renewal Fees	\$44,550.00	\$59,400.00	\$14,850.00	33.33%	\$74,250.00	80.00%
4322 - Parking Permits	\$50,357.00	\$55,600.00	\$5,243.00	10.41%	\$60,000.00	92.67%
4311 - Apartment License	\$12,369.37	\$15,670.46	\$3,301.09	26.69%	\$16,000.00	97.94%
4205 - Business License Tax	\$183,133.19	\$203,192.87	\$20,059.68	10.95%	\$220,000.00	92.36%
4110 - Vehicle License Fees Excess	\$25,763.76	\$31,047.06	\$5,283.30	20.51%	\$0.00	0.00%
4107 - Motor Vehicle License Fee (VLF) in lieu Property Tax Payment	\$1,681,555.00	\$1,770,019.00	\$88,464.00	5.26%	\$3,464,000.00	51.10%
Licenses and Permits Totals	\$2,308,881.86	\$2,329,475.11	\$20,593.25	0.89%	\$4,194,750.00	55.53%

FUND / REVENUE TYPE	A - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	C - Current YTD versus Prior YTD \$ Difference	D - Current YTD Prior YTD % Difference	E - Adopted Budget FY 2023-24	F - % of FY 2023-2024 YTD Revenue Received
			(B minus A)	(B divided by A minus 1)		(B divided by F)
GENERAL FUND						
Charges for Services: CHARGES FOR SERVICES: Charges to cover administrative costs for the provision of services.						
4701 - Waste Management Assessment	\$368.22	\$0.00	(\$368.22)	0.00%	\$0.00	0.00%
4704 - Plan Check Fees	\$42,739.71	\$59,383.98	\$16,644.27	38.94%	\$50,000.00	118.77%
4702 - Rents & Concessions	\$17,860.50	\$19,845.00	\$1,984.50	11.11%	\$23,814.00	83.33%
Charges for Services Totals	\$60,968.43	\$79,228.98	\$18,260.55	29.95%	\$73,814.00	107.34%
GENERAL FUND						
Fines and Forfeitures: FINES AND FORFEITURES: Penalties imposed by the City in the form of money or goods for a violation of an ordinance, law, regulation or rule.						
4401 - Penalties: Apt & Bus License	\$5,387.01	\$8,231.95	\$2,844.94	52.81%	\$5,700.00	144.42%
4404 - Southeast Municipal Court (SEMC) - Court Collections	\$116,444.34	\$170,205.12	\$53,760.78	46.17%	\$180,000.00	94.56%
4403 - Citations: Administrative	\$4,600.00	\$2,700.00	(\$1,900.00)	-41.30%	\$6,000.00	45.00%
4402 - Citations: Parking	\$220,765.01	\$260,005.51	\$39,240.50	17.77%	\$412,000.00	63.11%
Fines and Forfeitures Totals	\$347,196.36	\$441,142.58	\$93,946.22	27.06%	\$603,700.00	73.07%
GENERAL FUND						
Leases and Concessions: LEASES AND CONCESSIONS: A rent or lease or payment for the use of a the City's property.						
4501 - Leased Property Rental Income	\$38,926.76	\$41,837.64	\$2,910.88	7.48%	\$59,005.00	70.91%
Leases and Concessions Totals	\$38,926.76	\$41,837.64	\$2,910.88	7.48%	\$59,005.00	70.91%
GENERAL FUND						
Miscellaneous: MISCELLANEOUS: A General Fund revenue not covered in another revenue category.						
4817 - Good Corporate Citizen Program	\$20,000.00	\$20,000.00	\$0.00	0.00%	\$20,000.00	100.00%
4803 - Interest Income	\$94,327.48	\$298,469.03	\$204,141.55	216.42%	\$93,000.00	320.93%
4809 - Miscellaneous Revenue	\$49,028.24	\$43,068.61	(\$5,959.63)	-12.16%	\$48,000.00	89.73%
4804 -Other (Recycle + ABx1 Reimbursement)	\$0.00	\$0.00	\$0.00	0.00%	\$7,000.00	0.00%
Miscellaneous Revenue Totals	\$163,355.72	\$361,537.64	\$198,181.92	121.32%	\$168,000.00	215.20%
GENERAL FUND						
Retiree Pension Levy: RETIREE PENSION LEVY: An amount of revenue from the property tax levy approved by the voters for the purpose of paying the cost to the City of the Public Employees Retirement System (PERS).						
4830 - Retiree Pension Levy	\$596,512.18	\$609,999.02	\$13,486.84	2.26%	\$1,300,000.00	46.92%
Retiree Pension Levy Totals	\$596,512.18	\$609,999.02	\$13,486.84	2.26%	\$1,300,000.00	46.92%
General Fund Revenue Totals	\$7,719,545.50	\$7,434,820.95	(\$284,724.55)	-3.69%	\$13,129,519.00	56.63%

FUND / REVENUE TYPE	A - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	C - Current YTD versus Prior YTD \$ Difference	D - Current YTD Prior YTD % Difference	E - Adopted Budget FY 2023-24	F - % of FY 2023-2024 YTD Revenue Received
			(B minus A)	(B divided by A minus 1)		(B divided by F)
SPECIAL REVENUE FUND	SPECIAL REVENUE FUND: Collections of revenues in special funds that must be used for the established purposes of the funds to provide an extra level of accountability and transparency.					
212 - Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	\$443,203.52	\$463,998.31	\$20,794.79	4.69%	\$620,323.00	74.80%
214 - Transportation Development Act (TDA) Bikeway	\$0.00	\$0.00	\$0.00	0.00%	\$29,037.00	0.00%
221 - Proposition A Transit Fund	\$559,029.32	\$503,072.08	(\$55,957.24)	-10.01%	\$717,151.00	70.15%
222 - Proposition C Transit Fund	\$467,206.53	\$420,487.07	(\$46,719.46)	-10.00%	\$594,858.00	70.69%
224 - Measure R Transit Fund	\$347,656.55	\$278,650.06	(\$69,006.49)	-19.85%	\$446,144.00	62.46%
225 - Measure M Transit Fund	\$393,307.95	\$314,315.63	(\$78,992.32)	-20.08%	\$505,629.00	62.16%
227 - LACMTA Fund	\$274,678.00		(\$274,678.00)	0.00%	\$0.00	0.00%
216 - SB-1 Road Maintenance Rehabilitation Act Fund	\$323,081.62	\$367,319.40	\$44,237.78	13.69%	\$535,751.00	68.56%
243 - Community Development Block Grant (CDBG)	\$221,585.00	\$273,954.00	\$52,369.00	23.63%	\$356,826.00	76.78%
223 - Air Quality Management District (AQMD) Fund	\$16,008.81	\$16,234.02	\$225.21	1.41%	\$34,700.00	46.78%
232 - Supplemental Law Enforcement Services Fund (SLESF) Grant	\$165,271.25	\$100,000.00	(\$65,271.25)	-39.49%	\$159,900.00	62.54%
251 - Street Lighting Fund	\$101,355.36	\$101,924.71	\$569.35	0.56%	\$174,520.00	58.40%
611 - Redevelopment "Successor" Agency Fund	\$299,207.00	\$286,875.00	(\$12,332.00)	-4.12%	\$0.00	0.00%
412 - Sewer Enterprise Fund	\$168,698.18	\$216,904.12	\$48,205.94	28.58%	\$298,633.00	72.63%
261 - Federal / State / County Grants	\$74,775.69	\$438,543.88	\$363,768.19	486.48%	\$0.00	0.00%
273 - Local Fiscal Recovery Fund	\$3,226,257.00	\$0.00	(\$3,226,257.00)	0.00%	\$0.00	0.00%
280 - Measure W Safe Clean Water Program Fund	\$177,031.59	\$174,727.57	(\$2,304.02)	-1.30%	\$177,031.00	98.70%
Special Revenue Totals	\$7,258,353.37	\$3,957,005.85	(\$3,301,347.52)	-45.48%	\$4,650,503.00	85.09%
Total Revenues	\$14,977,898.87	\$11,391,826.80	(\$3,586,072.07)	-23.94%	\$17,780,022.00	64.07%

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 4.

DATE: April 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: RIMO HANSON, FINANCE DIRECTOR

BY: RAUL HERRERA, SENIOR ACCOUNTANT

SUBJECT: MONTHLY CASH AND INVESTMENT TO THE CITY COUNCIL MARCH 2024

RECOMMENDATION:

Staff recommends that the City Council receive and file the attached cash and investment report for March 2024.

BACKGROUND:

In accordance with the City of Maywood's Adopted Investment Policy (Resolution No. 6132 dated 08/12/2020) and to provide information to the City Council, the City's Finance Department prepares a *Monthly Cash and Investment Report* for the City Council's review. The report will show the City's cash position at the month's end as well as investments.

DISCUSSION:

The cash and investment balances are across all funds of the City and include restricted, unrestricted, and budgeted amounts. These balances do not represent the available balance for spending as most are either restricted or have already been appropriated for in the City budget. The purpose of this report is to show the cash and investment balances as reported on a date only and does not represent the City's available fund balance. The investment program provides sufficient liquidity to meet six months of estimated expenditures. All investments are in compliance with California state code 503600 and the City of Maywood Investment Policy.

The City maintains cash in a General Account, investments in the Local Agency Investment Fund (LAIF), investments in the California Employers' Retiree Benefit Trust (CERBT) a Section 115 trust fund dedicated to prefunding other Post-Employment Benefits (OPEB), and investments in the California Employers' Pension Prefunding Trust (CEPPT). The attached report shows the cash and investments as of March 31, 2024.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact involved with approving this report.

ATTACHMENT(S)

1. March 2024 Cash and Investment Report

City of Maywood, California
Cash and Investments Report
As of March 31, 2024

Description	Type	Ending Balance as of 3/31/2024
A - Non-Investment Cash Accounts		
A1 - US Bank - March 2024	Cash	\$2,775,624.24
A2 - Total Cash Accounts		<u>\$2,775,624.24</u>
B - Investment Accounts		
B1 - Local Agency Investment Fund (LAIF)	Pooled Money Investment Account (PMIA)	\$15,466,510.62
B2 - California Public Employees' Retirement System (CalPERS) California Employers' Retiree Benefit Trust (CERBT) Calculated Report Results as of March 31, 2024	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	\$1,049,255.31
B3 - California Public Employees' Retirement System (CalPERS) California Employers' Pension Prefunding Trust (CEPPT) Calculated Report Results as of March 31, 2024	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	<u>\$986,463.11</u>
B4 - Total Investment Accounts		<u>\$17,502,229.04</u>
C - Total Cash and Investments		<u>\$20,277,853.28</u>

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 5.

DATE: April 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: RIMO HANSON, FINANCE DIRECTOR

BY: LUZ MARIA, ACCOUNTING SPECIALIST

SUBJECT: CONSIDERATION OF APPROVAL RESOLUTION NO. 6345 OF THE CITY COUNCIL OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY DEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT

RECOMMENDATION:

Staff recommends that the City Council receive, approve and file the warrant and ACH registers and wire transfers dated 03/26/2024 through 04/16/2024, and net payrolls dated 03/28/2024 through 04/11/2024 and adopt Resolution No. 6345 approving Warrants for Payment.

BACKGROUND:

Staff provides warrant registers and wire transfers to City Council as part of Management Controls. The City utilizes resolutions for approving warrants for payment to comply with Section 3-2.06 of the Municipal Code regarding Warrants for Payments. Exhibit A entitled Summary of Warrants and Wire Transfers/ Automated Clearing House (ACH) Transactions serves as a Management Control for complying with Section 3-2.06. Exhibit B entitled Detail of Warrants serves as evidence of Internal Controls utilized by City Finance staff that support these Management Controls for payments made by the City. These controls are carried out through the submission of all required documents supporting the invoices submitted for payment. Prior to payment, the Finance staff reviews - as an Internal Control that supports the Management Control - all disbursement documents to ensure that they meet the approval requirements.

DISCUSSION:

A - PAYMENT APPROVAL - Pursuant to paragraph 37202 of the California Government Code, demands (called Warrant Demand) against the City for payment shall be audited and thereafter submitted to the City Council for approval or rejection prior to payment, either separately or in a register of audited demands and shall have attached thereto affirmation of the City Treasurer and City Finance Director certifying the accuracy of the demands and the availability of funds for payment. This is accomplished using:

A1 - Warrants Registers or checks certified or approved by the City Treasurer and Finance Director as conforming to authorized expenditures set forth in the City Council adopted City Budget.

A1.1 Prepayments – pre-paying allows the City to take advantage of allowable prompt payment discounts and make payments on due dates of invoices. This involves the issuance of checks prior to final warrant approval. Automated Clearing House (ACH) transactions are made using a network that electronically moves money between the City's bank accounts to a payee's bank account. This is reflected in the Summary Warrants for Payment and Wire Transfers/ACH Transactions as Accounts Payable prepaid warrants for payment. Wire

Transfer is a method of electronic funds transfer from the City of Maywood to one person or organization (payrolls and fees for electronic transfers).

A1.2 Regular Payment – To avoid late fees for payments made beyond due dates of invoices, checks are prepared prior to final warrant approval by the City Council. This is reflected in the Summary Warrants for Payment and Wire Transfers/ACH Transactions as Accounts Payable regular warrants for payment. After City Council approval, the checks are signed and distributed.

B - DOCUMENTATION – The City uses a Management Control by producing a summary document (Exhibit A - Summary Warrants for Payment and Wire Transfers/ACH transactions) that represents the cash disbursements required and the City uses an Internal Control by producing a detailed document (Exhibit B – Detail Warrants for Payment) that details information about each check issued for Prepaids and or to-be-paid for Regular Payments. These “disbursements” are accounted for in the FY2023-24 budget.

B1 – SUMMARY WARRANTS FOR PAYMENT AND WIRE TRANSFERS/ACH TRANSACTIONS provide an accounting of the Accounts Payable Registers, wire transfers (method of electronic funds transfer from the City of Maywood to one person or organization), and Automated Clearing House (ACH) transactions.

B2 – DETAIL WARRANTS FOR PAYMENTS provides the detailed information of approved payments made to the City's vendors and contractors by check number, identification of prepaid, date of warrant, vendor name, check amount, transaction description, and fund source. Wire transfers also enable the City to send electronic funds to the bank accounts of the City's vendors and contractors. The warrant registers, wire transfers, and net payrolls reflect the financial obligations of the City for the above-referenced dates.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The total disbursements for Warrant /ACH Registers and Wire Transfers are \$1,298,211.46 for the period of 3/26/24 to 4/16/24. This amount is comprised of Warrant Registers of \$1,047,613.55, ACH registers of \$116,539.79 and Wire Transfers of \$134,058.12.

F.Y. 23-24 Impact: Summary of the Warrant/ACH Registers disbursements by Fund.		Current Fiscal Year Budget: 2023/2024
Fund Impacted:		Budget adjustment requested: Not applicable
Fund	Amount	
100-General Fund	\$755,554.50	
212-Gas Tax	\$41,863.59	
216-SB-1 Road Maintenance & Rehab	\$109,879.83	
221-Proposition A	\$38,513.75	
222 -Proposition C	\$7,091.45	
224-Measure R	\$11,847.10	
225-Measure M	\$1,497.45	
243-CDBG (Comm Dev Block Grant)	\$8,653.38	

251-Street Lighting	\$13,482.94	
261-Grants Fund	\$125,965.16	
272-Measure A	\$14,905.75	
273-Local Fiscal Recovery	\$17,689.34	
280-Measure W	\$5,340.00	
412- Sewer Enterprise	\$880.74	
611-Successor Agency	\$10,988.36	
Total	\$1,164,153.34	
Source of funds: Various Funds		Updated Budget Account: Not applicable
Account Number: Various General Ledger Accounts		For Fiscal Year: 2023/2024

ATTACHMENT(S)

1. Exhibit A Summary Warrant Demand 4.24.24
2. Exhibit B Warrant Register Detail 4.24.24
3. Resolution No. 6345 Approving the Warrants for Register 4-24-24

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, April 24, 2024

Accounts Payable

	Amount
Accounts Payable prepaid warrants for payment: Checks No. 091969 - 092012	\$ 305,758.03
Accounts Payable regular warrants for payment: Checks No. 092013 - 092051	\$ 741,855.52
Accounts Payable regular warrants for payment: ACH No. ACH-123 - ACH-131	<u>\$ 116,539.79</u>
Sub-total	\$ 1,164,153.34

Wire Transfers/ACH Transactions

03/28/24 Payroll Pay Period 2/25/2024 - 3/23/2024	\$ 67,326.35
04/11/24 Payroll Pay Period 3/24/2024 - 4/6/2024	<u>\$ 66,286.76</u>
Sub-total	\$ 134,058.12

Total Demands	<u><u>\$ 1,298,211.46</u></u>
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City of Maywood
Check/Voucher Register - Warrant Register LM
From 3/26/2024 Through 4/16/2024

Check No.	Prepays (F)	Date	Name	Check Amount	Description	Fund Title	Fund
091969	P	3/26/2024	World Private Security Inc.	16,826.05	Crossing Guard Services Feb 2024	Gas Tax Fund	212
091970	P	4/4/2024	ACC Business	824.22	Internet Services From 2/11/24-3/10/24	General Fund	100
091971	P	4/4/2024	AFSCME District Council 36	752.83	AFSCME Membership Dues	General Fund	100
091972	P	4/4/2024	Amazon Capital Services	143.96	Flags for Riverfront Park	General Fund	100
091973	P	4/4/2024	Angel Villegas	989.86	Retiree Medical Reimbursement Angel Villegas April 2024	General Fund	100
091974	P	4/4/2024	Angelina Martinez	50.00	Planning Commissioner Stipend- Angelina Martinez 3-19-24	General Fund	100
091975	P	4/4/2024	AT & T Long Distance	93.46	Emergency Long Distance Phone Service- Jan and Feb	General Fund	100
091976	P	4/4/2024	Base Hill Inc.	6,172.97	City of Maywood Janitorial Services - Base Hill, Inc. March	General Fund	100
091977	P	4/4/2024	Belinda Murillo	50.00	Belinda Murillo-Stipend Youth Commissioner 3-13-24	General Fund	100
091978	P	4/4/2024	Brent Talmo	989.86	Retiree Medical Reimbursement B. T. April 2024	General Fund	100
091979	P	4/4/2024	Bruce Leflar	1,207.90	Retiree Medical Reimbursement B. L. April 2024	General Fund	100
091980	P	4/4/2024	Burke, Williams & Sorensen, LLP	6.20	Legal and Professional Services Feb 2024	General Fund	100
091981	P	4/4/2024	Christine M. Locher	291.15	Retiree Medical Reimbursement C. L. April 2024	General Fund	100
091982	P	4/4/2024	City Fabrick	14,905.75	Randolph Beautification Project - Technical Assistance Progr	Measure A Parks Fund	272
091983	P	4/4/2024	Occupational Health Centers of CA	111.00	Pre-Employment Physical - A. E. Hernandez	General Fund	100
091984	P	4/4/2024	County of L.A. Dept. of Animal Control	7,094.27	Animal Control for Feb 2024	General Fund	100
091985	P	4/4/2024	Crystal Denisse Acosta	50.00	Planning Commissioner Stipend- Crystal Acosta 3-19-24	General Fund	100
091986	P	4/4/2024	Letner Roofing Co.	28,619.13	City Hall and Sheriff Reroofing Project	General Fund	100
091987	P	4/4/2024	Diego Jimenez	50.00	Planning Commissioner Stipend- Diego Jimenez 3-19-24	General Fund	100
091988	P	4/4/2024	Edward Ahrens	1,573.82	Retiree Medical Reimbursement Edward Ahrens April 2024	General Fund	100
091989	P	4/4/2024	Eliud James Gonzalez	50.00	Eliud J. Gonzalez-Stipend Youth Commissioner 3-13-24	General Fund	100
091990	P	4/4/2024	Hardy & Harper, Inc.	61,646.78	Pavement Rehabilitation Program FY 22-23	SB-1 Road Maint Rehab Fund	216
091991	P	4/4/2024	Myers & Sons Hi-Way Safety Inc.	2,716.70	Street Sweeping signs	Gas Tax Fund	212
091992	P	4/4/2024	Home Depot Commercial Acct Pro	535.14	Paint for Riverfront Park Restroom	General Fund	100
091993	P	4/4/2024	Innovative Fence Inc.	2,139.00	Install wrought iron door to bathroom entrance at PW office	General Fund	100
091994	P	4/4/2024	Jaylene Grace Martinez	50.00	Jaylene Martinez-Stipend Youth Commissioner 3-13-24	General Fund	100
091995	P	4/4/2024	L.B. Johnson Hardware #1	17.50	Cement bag for picnic tables at Riverfront Park	General Fund	100
		4/4/2024	L.B. Johnson Hardware #1	25.80	PVC for AC drainage	General Fund	100
		4/4/2024	L.B. Johnson Hardware #1	21.88	Marking paint spray cans	Gas Tax Fund	212
091996	P	4/4/2024	Mary Mariscal	50.00	Treasurer Stipend- Mary Mariscal April 2024	General Fund	100
		4/4/2024	Mary Mariscal	50.00	Treasurer Stipend- Mary Mariscal March 2024	General Fund	100
091997	P	4/4/2024	Tri-City Mutual Water Company	59.35	5000 Slauson Ave. March 2024	General Fund	100
		4/4/2024	Tri-City Mutual Water Company	2,365.00	5950 Walker Ave 3/1/24-3/31/24	General Fund	100
091998	P	4/4/2024	Miriam Chow	48.00	Refund for a Citation Records Miriam Chow	General Fund	100
091999	P	4/4/2024	Quadient Leasing USA, Inc.	970.63	Postage Meter Lease 4/22/24 to 7/21/24	General Fund	100

City of Maywood
Check/Voucher Register - Warrant Register LM
From 3/26/2024 Through 4/16/2024

Check No.	Prepays (F)	Date	Name	Check Amount	Description	Fund Title	Fund
092000	P	4/4/2024	Raul Rodriguez	50.00	Planning Commissioner Stipend- Raul Rodriguez 3-19-24	General Fund	100
092001	P	4/4/2024	Revenue & Cost Specialists, LLC	6,300.00	Rec Study, Rent Stabilization Prog and Doggers Dreamfield Rental April 2024	Local Fiscal Recovery Fund	273
092002	P	4/4/2024	Robert Leach	1,005.00	Retiree Medical Reimbursement R. L. April 2024	General Fund	100
092003	P	4/4/2024	Ronald Lindsey	1,422.62	Retiree Medical Reimbursement R. L. April 2024	General Fund	100
092004	P	4/4/2024	Roy Alexande Hernandez	50.00	Roy Hernandez-Stipend Youth Commissioner 3-13-24	General Fund	100
092005	P	4/4/2024	Scott C. Anderson	1,573.82	Retiree Medical Reimbursement S. A. April 2024	General Fund	100
092006	P	4/4/2024	SOS Playgrounds Inc.	825.80	Pixley Park Phase 1 Improvement Project- Installation of new	Grants Fund	261
092007	P	4/4/2024	Southern California Edison	2,092.95	Acct.#700405141156 Various Locations - March 2024	General Fund	100
		4/4/2024	Southern California Edison	8,013.62	Acct# 700405260081 Evertt Ave. 3/1/24-3/31/24	Gas Tax Fund	212
		4/4/2024	Southern California Edison	2,533.56	Acct.#700405141156 Various Locations - March 2024	Gas Tax Fund	212
		4/4/2024	Southern California Edison	11,252.46	Acct.#700405141156 Various Locations - March 2024	Street Lighting Fund	251
092008	P	4/4/2024	Sparkletts Drinking Water Corp	158.37	City Hall Drinking Water for Staff Bill March 2024	General Fund	100
092009	P	4/4/2024	Superb Engineering, Inc.	107,716.38	Clean California - SuperB Engineering	Grants Fund	261
092010	P	4/4/2024	Quadient Finance USA Inc.	500.00	Acct# 7900044081189551 Postage Usage 2/16/24-2/29/24	General Fund	100
092011	P	4/4/2024	Vernon City of	22.74	Acct. #414 Slauson/Downey 01/08/24-02/05/24	General Fund	100
092012	P	4/4/2024	Willdan Engineering	845.00	City of Maywood-Code Enf Feb 2024	General Fund	100
	P	4/4/2024	Willdan Engineering	9,847.50	City of Maywood-Code Enf Jan 2024	General Fund	100
092013		4/16/2024	Amazon Capital Services	21.88	American flags	General Fund	100
		4/16/2024	Amazon Capital Services	61.68	City Clerk Office Supplies	General Fund	100
		4/16/2024	Amazon Capital Services	223.81	Community Events Supplies March 2024	General Fund	100
		4/16/2024	Amazon Capital Services	37.09	HR/Risk Management- Office Supplies	General Fund	100
		4/16/2024	Amazon Capital Services	108.67	Office Supplies Administration	General Fund	100
		4/16/2024	Amazon Capital Services	31.53	Rec Supplies April 2024	General Fund	100
092014		4/16/2024	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	500.00	City of Maywood - Device Modernization (#AMCQ3615)	General Fund	100
		4/16/2024	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	1,837.50	City of Maywood - Files Modernization	General Fund	100
		4/16/2024	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	4,768.75	City of Maywood - Network Modernization (#AMCQ3616)	General Fund	100
		4/16/2024	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	43.75	City of Maywood Security Moderniz	General Fund	100
		4/16/2024	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	2,576.94	Monthly IT Lease Agreement- April 2024	General Fund	100
		4/16/2024	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	2,624.80	Monthly IT Lease Agreement- Feb 2024	General Fund	100
		4/16/2024	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	3,630.00	Monthly IT/Assessment- April 2024	General Fund	100
		4/16/2024	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	3,630.00	Monthly IT/Assessment- Feb 2024	General Fund	100
092015		4/16/2024	AT&T	35.14	Emergency Elevator Phone Service- March 2024	General Fund	100
092016		4/16/2024	Brian E. Juarez	300.00	City Clerk Stipend- Brian E. Juarez April 2024	General Fund	100
092017		4/16/2024	Brinks Inc.	31.27	Additional Cash handling Services- March 2024	General Fund	100

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Check No.	repaid (F)	Date	Name	Check Amount	Description	Fund Title	Fund
		4/16/2024	Brinks Inc.	278.23	Cash handling Services- March 2024	General Fund	100
092018		4/16/2024	California Consulting Inc.	3,500.00	Grant Writing Consulting Services- April 2024	General Fund	100
092019		4/16/2024	Cat Specialties Inc.	113.42	Bulky Items banner patches with dates	General Fund	100
		4/16/2024	Cat Specialties Inc.	304.07	Community Event Banner	General Fund	100
092020		4/16/2024	Celestial Air Conditioning Co. Inc.	1,193.34	Punch list items on roof (conduit work)	General Fund	100
092021		4/16/2024	Care For The Children	2,115.00	Curb Address Painting PO	Gas Tax Fund	212
092022		4/16/2024	Charter Communications Holdings, LLC	628.63	Internet and Phone Service- April 2024	General Fund	100
092023		4/16/2024	Crosstown Electrical & Data Inc.	244.61	Atlantic Blvd. & 60th Street 3/15/24	Gas Tax Fund	212
		4/16/2024	Crosstown Electrical & Data Inc.	382.50	Atlantic Blvd. & Randolph Street 3/15/24	Gas Tax Fund	212
		4/16/2024	Crosstown Electrical & Data Inc.	442.77	Slauson Avenue & Alamo Avenue 3/13/24	Gas Tax Fund	212
		4/16/2024	Crosstown Electrical & Data Inc.	1,150.11	Slauson Avenue & Everett Avenue 3/13/24	Gas Tax Fund	212
		4/16/2024	Crosstown Electrical & Data Inc.	368.98	Slauson Avenue & Mayflower Avenue 3/4/24	Gas Tax Fund	212
		4/16/2024	Crosstown Electrical & Data Inc.	482.13	Slauson Avenue & Maywood Avenue 3/15/24	Gas Tax Fund	212
		4/16/2024	Crosstown Electrical & Data Inc.	258.99	Slauson Avenue & Pine Avenue 3/13/24	Gas Tax Fund	212
		4/16/2024	Crosstown Electrical & Data Inc.	442.77	Slauson Avenue & Everett Avenue 3/14/24	Gas Tax Fund	212
		4/16/2024	Crosstown Electrical & Data Inc.	385.74	Slauson & Loma Vista and Slauson & Everette 3/1/24	Measure R Fund	224
		4/16/2024	Crosstown Electrical & Data Inc.	2,057.40	City's Street Preventive Maintenance- March 2024	Street Lighting Fund	251
		4/16/2024	Crosstown Electrical & Data Inc.	664.16	Atlantic & Slauson all medians 3/21/24	Grants Fund	261
092024		4/16/2024	Dave and Frank Automotive	26.00	VIN#1N4BZ0CPXHC308459 Tire Repair	General Fund	100
092025		4/16/2024	Dewey Pest Control	297.00	Pest Control Service-April 2024	General Fund	100
092026		4/16/2024	George Hills Company	136.40	City Claims/ Adjuster -March 2024	General Fund	100
092027		4/16/2024	Graffiti Protective Coatings	5,232.93	Graffiti Bus Shelter Maintenance- March 2024	Proposition C Fund	222
092028		4/16/2024	Hardy & Harper, Inc.	48,233.05	Pavement Rehabilitation Program FY 22-23	SB-1 Road Maint Rehab Fund	216
092029		4/16/2024	HdL Software LLC	1,045.89	New Accounts Processed- February 2024	General Fund	100
092030		4/16/2024	Gregory Kiley dba Kiley & Associates LLC	3,900.00	Federal Legislative Advocacy Consultant-3-15-24 to 4-15-24	General Fund	100
092031		4/16/2024	L.B. Johnson Hardware #1	100.21	Cement bags/ gloves	General Fund	100
		4/16/2024	L.B. Johnson Hardware #1	37.22	Drain cleaner	General Fund	100
		4/16/2024	L.B. Johnson Hardware #1	39.40	Light bulbs for mens restroom Council Chambers	General Fund	100
		4/16/2024	L.B. Johnson Hardware #1	61.30	PPE sun hats	General Fund	100
		4/16/2024	L.B. Johnson Hardware #1	59.79	Bolts for street signs	Gas Tax Fund	212
		4/16/2024	L.B. Johnson Hardware #1	43.76	Marking spray paint for lifted sisdewalks	Gas Tax Fund	212
		4/16/2024	L.B. Johnson Hardware #1	24.07	White spay paint for 20 MIN stencil on green curb	Gas Tax Fund	212
092032		4/16/2024	Los Angeles County Public Works	716.74	Sewer SR #271138 52nd Place Point Repair-Jan 2024	Sewer Enterprise Fund	412
092033		4/16/2024	Maywood Mutual Water Co. No.2	16.40	5515 Maywood Ave Jan-Feb 2024	General Fund	100
092034		4/16/2024	Metro Transit Services	37,911.12	Public Transportation & Dail-A-Ride Service March 2024	Proposition A Fund	221
092035		4/16/2024	Ok Printing Design & Digital Print	2,550.00	Newsletter Apr/May/June 2024 - Printing	General Fund	100

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Check No.	repaid (F)	Date	Name	Check Amount	Description	Fund Title	Fund
092036		4/16/2024	Passage Entertainment Inc.	1,800.00	Maywood Get Healthy - Stage & Sound Rental	General Fund	100
092037		4/16/2024	Perez Plumbing	195.00	Install new water filter cartridge in breakroom	General Fund	100
		4/16/2024	Perez Plumbing	1,100.00	Unclogg Riverfront Park restroom Jan 2024	General Fund	100
		4/16/2024	Perez Plumbing	1,200.00	Unclogg Riverfront Park restrooms	General Fund	100
092038		4/16/2024	Phoenix Group Information Systems	156.48	Citation Administrative Processing Fee Feb 2024	General Fund	100
		4/16/2024	Phoenix Group Information Systems	3,214.50	Permit Processing Fee Feb 2024	General Fund	100
092039		4/16/2024	Property Health Inc.	5,010.00	HazMat Survey -5110 District Blv	Successor Agency Fund	611
092040		4/16/2024	QDoxs	44.90	Copier Base Charge 4/5/24-5/4/24	General Fund	100
		4/16/2024	QDoxs	125.66	Copier Base Charge April 2024	General Fund	100
092041		4/16/2024	Revueltas Landscape Inc	4,500.00	Dodger Dream Field Maintenance for Feb 2024	General Fund	100
		4/16/2024	Revueltas Landscape Inc	4,500.00	Dodger Dream Field Maintenance for Jan 2024	General Fund	100
		4/16/2024	Revueltas Landscape Inc	4,500.00	Dodger Dream Field Maintenance for Mar 2024	General Fund	100
092042		4/16/2024	Ron's Maintenance Inc	5,340.00	Catch Basin/Storm Drain Maintenance April 2024	Measure W Fund	280
092043		4/16/2024	Richards Watson & Gershon	2,976.97	Professional Services-0001 for Feb 2024	General Fund	100
		4/16/2024	Richards Watson & Gershon	2,158.12	Professional Services-0010 Feb 2024	General Fund	100
		4/16/2024	Richards Watson & Gershon	21,512.53	Professional Services-0012 Feb 2024	General Fund	100
		4/16/2024	Richards Watson & Gershon	55.00	Professional Services-0015 Feb 2024	General Fund	100
092044		4/16/2024	SHERIFF'S DEPT COUNTY OF LOS ANGELES	472,458.28	LA County Sheriff's Patrol Maywood Special Events Feb 2024	General Fund	100
092045		4/16/2024	Southeast Rio Vista YMCA	2,455.00	YMCA - Apr 2024 Swim Lessons & Dodgers Dreamteam League signups	Local Fiscal Recovery Fund	273
092046		4/16/2024	Staples Business Advantage	236.26	Office Supplies	General Fund	100
092047		4/16/2024	The Gas Company	76.88	4317 Slauson Ave. 2/06/24-3/07/24	General Fund	100
		4/16/2024	The Gas Company	22.77	4319 Slauson Ave. City Hall -03/07/24-04/05/24	General Fund	100
		4/16/2024	The Gas Company	133.04	Library 4323 Slauson Ave. 3/07/24-4/05/24	General Fund	100
092050		4/16/2024	Transtech Engineers Inc	2,050.00	201007 May I 710 Integrated Corridor Management- Feb 2024	General Fund	100
		4/16/2024	Transtech Engineers Inc	656.00	20846 Maywood City Engineering Services- Feb 2024	General Fund	100
		4/16/2024	Transtech Engineers Inc	4,084.00	210065 May Baseball Field Improvements- Feb 2024	General Fund	100
		4/16/2024	Transtech Engineers Inc	574.00	210109 May 3750 E 58th PW FM PC Feb 2024	General Fund	100
		4/16/2024	Transtech Engineers Inc	1,468.00	210917 May HVAC Replacement Project- Feb 2024	General Fund	100
		4/16/2024	Transtech Engineers Inc	246.00	220357 May Utilities Undergroud District- Feb 2024	General Fund	100
		4/16/2024	Transtech Engineers Inc	82.00	220688 May Grant- SAFE STS & RDS FOR ALL (SS4A) Feb 2024	General Fund	100
		4/16/2024	Transtech Engineers Inc	495.00	220878 May I710 Corridor-Feb 2024	General Fund	100
		4/16/2024	Transtech Engineers Inc	594.00	230515 May NEXT GEN Signal Priority- Feb 2024	General Fund	100
		4/16/2024	Transtech Engineers Inc	492.00	230901 May LS 4010-4020 Slauson PC- Feb 2024	General Fund	100
		4/16/2024	Transtech Engineers Inc	396.00	231011 May FIRST/LAST MILE Jan 2024	General Fund	100
		4/16/2024	Transtech Engineers Inc	2,258.00	231094 May City Hall & Sheriff Reroofing Project CMCI- Feb 2024	General Fund	100
		4/16/2024	Transtech Engineers Inc	3,705.00	231284 May City Window Replacement Project Feb 2024	General Fund	100

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Check No.	repaid (F)	Date	Name	Check Amount	Description	Fund Title	Fund
		4/16/2024	Transtech Engineers Inc	1,268.00	231449 May ADA Master Plan Feb 2024	General Fund	100
		4/16/2024	Transtech Engineers Inc	1,059.00	240095 May ATP Cycle 7 Support Feb 2024	General Fund	100
		4/16/2024	Transtech Engineers Inc	744.00	240108 May Public Works Yard Feb 2024	General Fund	100
		4/16/2024	Transtech Engineers Inc	1,188.00	230434 May HSIP Cycle 11 Improvements PE Phase- Feb 202	Measure R Fund	224
		4/16/2024	Transtech Engineers Inc	8,769.00	230834 May FY22-23 Pavement Rehabilitation CMCI- Feb 2	Measure R Fund	224
		4/16/2024	Transtech Engineers Inc	396.00	240092 May FML FIRST MILE LAST Feb 2024	Measure R Fund	224
		4/16/2024	Transtech Engineers Inc	2,604.00	231281 May Sidewalk-Curb Ramp Feb 2024	CDBG	243
		4/16/2024	Transtech Engineers Inc	4,245.00	20901 May CIP Slauson Ave. Corridor Imp Feb 2024	Grants Fund	261
		4/16/2024	Transtech Engineers Inc	1,913.00	220534 May ATP Cycle 6 Randolph- Feb 2024	Grants Fund	261
		4/16/2024	Transtech Engineers Inc	1,584.00	230628 May Clean California Grant Design Phase- Feb 202	Grants Fund	261
		4/16/2024	Transtech Engineers Inc	1,684.00	231362 May Pixley Pocket Park Feb 2024	Grants Fund	261
		4/16/2024	Transtech Engineers Inc	372.00	240122 May Maywood Park Project Feb 2024	Grants Fund	261
		4/16/2024	Transtech Engineers Inc	3,735.00	240147 May CCC1 City Feb 2024	Grants Fund	261
		4/16/2024	Transtech Engineers Inc	2,538.00	240011 May Teen Center 4801 E Feb 2024	Local Fiscal Recovery Fund	273
		4/16/2024	Transtech Engineers Inc	1,488.00	240030 May Marquee Sign Replacement Proj Feb 2024	Local Fiscal Recovery Fund	273
		4/16/2024	Transtech Engineers Inc	164.00	210314 May Sewer Charge Assessment District- Feb 2024	Sewer Enterprise Fund	412
		4/16/2024	Transtech Engineers Inc	4,573.00	231444 May Demo Project 5110 District Blvd Feb 2024	Successor Agency Fund	611
092051		4/16/2024	U.S. Bank Corporate Payment System	9,738.25	Acct.5074 and 6433 Cred Crd- 3/15/24 Stmt	General Fund	100
		4/16/2024	U.S. Bank Corporate Payment System	3,225.82	Acct.5074 and 6433 Cred Crd- 3/15/24 Stmt	Grants Fund	261
092052		4/16/2024	U.S. Bank Trust National Assoc	3,200.00	Acct # 247468000 Admin Fees in Adv	General Fund	100
092053		4/16/2024	Xerox Financial Services	589.12	Xerox Copier Lease Payment- 3/30/24-4/29/24	General Fund	100
ACH-123		3/19/2024	US Bank Fees	40.00	Analysis Service Charges	General Fund	100
ACH-124		3/20/2024	California Public Employees' Retirement System	26,893.58	CalPERS Health Premiumr March 2024	General Fund	100
		3/20/2024	California Public Employees' Retirement System	2,241.13	CalPERS Health Premiumr March 2024	Gas Tax Fund	212
		3/20/2024	California Public Employees' Retirement System	259.62	CalPERS Health Premiumr March 2024	Proposition A Fund	221
		3/20/2024	California Public Employees' Retirement System	623.04	CalPERS Health Premiumr March 2024	Proposition C Fund	222
		3/20/2024	California Public Employees' Retirement System	328.86	CalPERS Health Premiumr March 2024	Measure R Fund	224
		3/20/2024	California Public Employees' Retirement System	644.62	CalPERS Health Premiumr March 2024	Measure M Fund	225
		3/20/2024	California Public Employees' Retirement System	432.71	CalPERS Health Premiumr March 2024	CDBG	243
		3/20/2024	California Public Employees' Retirement System	86.54	CalPERS Health Premiumr March 2024	Street Lighting Fund	251
		3/20/2024	California Public Employees' Retirement System	2,250.07	CalPERS Health Premiumr March 2024	Local Fiscal Recovery Fund	273
		3/20/2024	California Public Employees' Retirement System	406.71	CalPERS Health Premiumr March 2024	Successor Agency Fund	611
ACH-125		3/22/2024	Automatic Data Processing	820.84	March 2024 ADP Payroll Fees	General Fund	100
ACH-126		3/26/2024	California Public Employees' Retirement System	8,421.55	CalPERS Contribution 2/11/2024-2/24/2024	General Fund	100
		3/26/2024	California Public Employees' Retirement System	655.26	CalPERS Contribution 2/11/2024-2/24/2024	Gas Tax Fund	212
		3/26/2024	California Public Employees' Retirement System	83.39	CalPERS Contribution 2/11/2024-2/24/2024	Proposition A Fund	221

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Check No.	repaid (F)	Date	Name	Check Amount	Description	Fund Title	Fund
		3/26/2024	California Public Employees' Retirement System	313.05	CalPERS Contribution 2/11/2024-2/24/2024	Proposition C Fund	222
		3/26/2024	California Public Employees' Retirement System	151.25	CalPERS Contribution 2/11/2024-2/24/2024	Measure R Fund	224
		3/26/2024	California Public Employees' Retirement System	208.21	CalPERS Contribution 2/11/2024-2/24/2024	Measure M Fund	225
		3/26/2024	California Public Employees' Retirement System	683.82	CalPERS Contribution 2/11/2024-2/24/2024	CDBG	243
		3/26/2024	California Public Employees' Retirement System	408.20	CalPERS Contribution 2/11/2024-2/24/2024	Local Fiscal Recovery Fund	273
		3/26/2024	California Public Employees' Retirement System	292.55	CalPERS Contribution 2/11/2024-2/24/2024	Successor Agency Fund	611
ACH-127		4/3/2024	US Bank Fees	632.12	Bank Merchant Fees for April 2024	General Fund	100
ACH-128		4/3/2024	California Public Employees' Retirement System	31,255.47	CalPERS Health Premium April 2024	General Fund	100
		4/3/2024	California Public Employees' Retirement System	2,839.91	CalPERS Health Premium April 2024	Gas Tax Fund	212
		4/3/2024	California Public Employees' Retirement System	259.62	CalPERS Health Premium April 2024	Proposition A Fund	221
		4/3/2024	California Public Employees' Retirement System	922.43	CalPERS Health Premium April 2024	Proposition C Fund	222
		4/3/2024	California Public Employees' Retirement System	628.25	CalPERS Health Premium April 2024	Measure R Fund	224
		4/3/2024	California Public Employees' Retirement System	644.62	CalPERS Health Premium April 2024	Measure M Fund	225
		4/3/2024	California Public Employees' Retirement System	4,932.85	CalPERS Health Premium April 2024	CDBG	243
		4/3/2024	California Public Employees' Retirement System	86.54	CalPERS Health Premium April 2024	Street Lighting Fund	251
		4/3/2024	California Public Employees' Retirement System	2,250.07	CalPERS Health Premium April 2024	Local Fiscal Recovery Fund	273
		4/3/2024	California Public Employees' Retirement System	706.10	CalPERS Health Premium April 2024	Successor Agency Fund	611
ACH-129		4/5/2024	8x8 Inc.	450.53	Monthly Telephone Service - April 2024	General Fund	100
ACH-130		4/10/2024	California Joint Powers Insurance Authority	22,355.58	CJPIA April 2024	General Fund	100
ACH-131		4/10/2024	Keena & Associates	2,330.70	Premium Crime Policy 7/1/24 - 7-1/25	General Fund	100
Report Total				1,164,153.34			

RESOLUTION NO. 6345

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MAYWOOD, CALIFORNIA, AND SUCCESSOR AGENCY TO
THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY
APPROVING THE WARRANTS FOR PAYMENT**

WHEREAS, the following listed demands have been reviewed by the Director of Finance,
and

WHEREAS , the Director of Finance has certified to the accuracy and availability of funds
for payment thereof, and

WHEREAS , the register of audited demands is hereby submitted to the City Council of
the City of Maywood and Successor Agency to the Maywood Community Redevelopment
Agency for approval.

NOW, THEREFORE, BE IT RESOLVED, that the listed Warrants and Wire
Transfers/Automated Clearing House (ACH) Transactions for \$1,298,211.46 are hereby
ratified:

- Exhibit A – Summary of Warrants and Wire Transfers/ACH Transactions
- Exhibit B – Detail of Warrants

PASSED, APPROVED AND ADOPTED THIS 24th day of April 2024.

Eddie De La Riva, Mayor

ATTEST:

APPROVED AS TO FORM:

Brian E. Juarez, City Clerk

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

I, Brian E. Juarez, City Clerk of the City of Maywood, County of Los Angeles, State of California, do hereby certify that the foregoing Resolution, being Resolution No.6345, was duly passed, approved by not less than four members of the City Council of the City of Maywood, signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of the City Council held on the 24th day of April, 2024, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Brian E. Juarez, City Clerk

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 6.

DATE: April 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, ADMINISTRATIVE ANALYST

SUBJECT: CONSIDERATION OF APPROVAL OF THE IMPLEMENTATION AGREEMENT FOR SLAUSON AVENUE COMPLETE STREET STUDY WITH GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG), FOR A TOTAL AMOUNT NOT-TO-EXCEED \$7,389.14

RECOMMENDATION:

Staff recommends that the Council approve the Implementation Agreement for the Slauson Avenue Complete Street Study in its final form, allocate the required share of \$7,389.14 from Prop C Funds and authorize the Mayor to execute the Agreement in a form approved by the City Attorney.

BACKGROUND:

The Gateway Cities Strategic Transportation Plan includes a Master Plan for Arterial Highways chapter which incorporates the "Complete Streets" concept. Complete streets aim to optimize efficiency not only for automobile, truck, and bus traffic but also for bicycle and pedestrian traffic.

DISCUSSION:

Slauson Avenue is a high-priority, high-quality transit arterial within the Gateway Cities. It is a major east-west travel corridor through the Gateway Cities subregion, located at Santa Fe Springs Road in the cities of Santa Fe Springs and Whittier west to Wilmington Avenue in the City of Huntington Park, for a total of 12.34 miles. The Slauson Avenue Corridor connects the cities of Santa Fe Springs, Whittier, Unincorporated Los Angeles County, Pico Rivera, Montebello, Commerce, Bell, Maywood, Huntington Park, and Vernon and staff of these agencies have convened to discuss advancing the study of Slauson Avenue as a "complete street", subject to local conditions and preferences. A plan would position the corridor for potential construction funding opportunities that individual cities or a consortium of cities along the corridor could pursue.

The Slauson Avenue Complete Street Study would be the eighth arterial Complete Streets corridor study being advanced under this program. The Gateway Cities Council Of Government Board (COG) previously approved a prioritization process that has resulted in studies on Artesia Boulevard, Lakewood/Rosemead Boulevard, Atlantic Boulevard, Florence Avenue, Imperial Highway and Telegraph.

The consensus among the represented cities and County officials is to proceed with the study to be conducted by the COG's two consultant engineers. The estimated cost of the study is \$185,100, expected to span one year. Participating agencies will contribute to the study's funding based on a formula tied to their linear miles of Slauson Avenue street frontage. The remainder of the project's funding will be paid for by the Metro.

Each participating agency will sign an Implementation Agreement with the COG. The attached Implementation

Agreement, resembling agreements utilized for previous arterial corridor studies, outlines the respective assessments to be paid by the participating agencies.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact of the general funds. However, approving the Implementation Agreement for the Slauson Avenue Complete Street Study will be required to allocate the required share of a total not to exceed \$7,389.14 from Prop C Funds. This allocation will support the implementation of the study to maximize traffic efficiency and identify potential funding opportunities for construction.

ATTACHMENT(S)

1. Slauson Avenue Agreement with Cities - Final Approved Mar 6 2024

SLAUSON AVENUE COMPLETE STREET STUDY
IMPLEMENTATION AGREEMENT
BY AND BETWEEN
GATEWAY CITIES COUNCIL OF GOVERNMENTS
AND
CITY OF MAYWOOD

THIS SLAUSON AVENUE COMPLETE STREET STUDY IMPLEMENTATION AGREEMENT (“Agreement”) is made and entered as of the 24th day of April 2024, by and between the Gateway Cities Council of Governments, a California joint powers authority (“GCCOG”) and the City of Maywood, a California municipal corporation (“City”), individually a “Party” and collectively, the “Parties”.

In consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

Section 1. Findings. This Agreement is made and entered into with respect to the following facts:

- (a) Slauson Avenue is a major east/west arterial corridor through the Gateway Cities subregion from Santa Fe Springs Road in the Cities of Santa Fe Springs and Whittier west to Wilmington Avenue in the City of Huntington Park for a total of 12.34 miles.
- (b) Slauson Avenue carries a significant amount of traffic, particularly in relieving heavy traffic volumes along the I-710, I-605, and I-5 freeways, which it crosses at varying points.
- (c) The City, along with other agencies through which the Slauson Avenue Corridor (“Corridor”) runs, is desirous of establishing a “Complete Streets” study for a subregional arterial corridor plan for this major Corridor to relieve traffic congestion and to enhance active transportation opportunities in the neighboring communities, and for GCCOG to coordinate and implement such a study (“Slauson Avenue Complete Street Study” or the “Study”).
- (d) The development of the Study would position the participating agencies to apply for, and receive, federal, state, and regional funding for improvement of the Corridor.
- (e) Section 21 of Joint Exercise of Powers Agreement of the Gateway Cities Council of Governments, to which the City is a signatory, provides that when authorized by the Board of Directors, affected Members may execute an

implementation agreement for the purpose of authorizing GCCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare, and that the costs incurred by such program, including indirect costs, shall be assessed only to those members who are parties to an implementation agreement.

Section 2. Implementation of Slauson Avenue Complete Street Study. To the fullest extent of its authority, the City authorizes GCCOG to implement and initiate the Slauson Avenue Complete Street Study, including any initial feasibility studies required to coordinate with other transportation studies. Further, the City authorizes GCCOG to request funding from and to partner with other public agencies for the Slauson Avenue Complete Street Study (including, but not limited to, Caltrans, SCAG, and Metro).

Section 3. Scope of Work. The Scope of Work to be performed for the Study under this Agreement is described in Attachment A attached hereto and incorporated by this reference.

Section 4. Assessment for Proportional Costs of Study. The City agrees to pay to GCCOG upon execution of this Agreement an assessment in the amount set forth in Attachment A for City's proportional share of the projected costs of the Study.

Section 5. Committees.

(a) Slauson Avenue Complete Street Study Committee. There is hereby established a committee to be known as the Slauson Avenue Complete Street Study Committee. The Slauson Avenue Complete Street Study Committee shall consist of an elected member of the legislative body of each agency that has entered into a Slauson Avenue Complete Street Study Implementation Agreement with GCCOG, designated by the respective legislative bodies. The Slauson Avenue Complete Street Study Committee will work in coordination with the Slauson Avenue Complete Street Study Technical Advisory Committee to provide policy assistance, guidance, and direction to GCCOG regarding the Study. All members of the Slauson Avenue Complete Street Study Committee shall receive a stipend of one hundred dollars (\$100) for attendance at each meeting.

(b) Slauson Avenue Complete Street Study Technical Advisory Committee. There is hereby established a committee to be known as the Slauson Avenue Complete Street Study Technical Advisory Committee. The Slauson Avenue Complete Street Study Technical Advisory Committee shall consist of a staff representative of each agency that has entered into an Slauson Avenue Complete Street Study Implementation Agreement with GCCOG, designated by the City Manager or, for the County of Los Angeles, the appropriate designating authority. Such designated representative shall be the Public Works Director or other employee or consultant with relevant technical knowledge. The Slauson Avenue Complete Street Study Technical Advisory Committee shall report to and receive direction from the Slauson Avenue Complete Street Study Committee.

Section 6. Meetings. All regular, adjourned, and special meetings of the committees established by this Agreement shall be called and conducted in accordance with the Ralph M. Brown Act, Government Code Section 54950 *et seq.*, as amended from time to time.

Section 7. Defense and Indemnification.

(a) To the fullest extent permitted by law, each Party ("Indemnifying Party") mutually agrees to defend, indemnify, and save and hold harmless the other Party, its officials, officers, agents, employees, and volunteers ("Indemnified Party") from and against any claim, loss, liability, damage, lawsuit, cost, or expense ("Claim") that arises out of, or is any way related to, the performance of this Agreement and attributable to the acts or omissions of the Indemnifying Party. This obligation extends, without limitation, to any injury, death, loss, or damage which occurs in the performance of the Agreement. Each Party certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the term of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require any Party to defend and indemnify the other Party from any Claim arising from the sole negligence or willful misconduct of the other Party. Nothing in this section shall be construed as authorizing an award of attorney fees in any action on or to enforce the terms of this Agreement. This obligation shall apply to all Claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of defense or indemnification to be provided.

(b) At its sole discretion, the Indemnified Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the Indemnifying Party of any obligation imposed by this Agreement. The Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense. The Parties agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of each Party. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs. Where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

Section 8. Notices. Any notice required to be given or delivered by any provision of this Agreement shall be deposited in any United States Post Office, registered or certified, postage prepaid, addressed as set forth below, and shall be deemed to have been received by the Party to whom the same is addressed at the expiration of seventy-two (72) hours thereafter. Written notice shall be directed as follows unless a Party provides written notice of change of address for notices:

To GCCOG: Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, CA 90723

Attention: Executive Director

To City: City of Maywood
4319 E. Slauson Avenue
Maywood, California 90270
Attention: City Manager

Section 9. Waiver. Waiver by a party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement.

Section 10. Law to Govern; Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

Section 11. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

Section 12. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto. This Agreement may be amended as agreed upon by the Parties in writing.

Section 13. Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 14. Attorneys' Fees. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 15. Successors. This Agreement shall be binding upon and inure to the benefit of any successor of a Party.

Section 16. Assignment and Delegation. Neither Party shall assign any rights nor delegate any duties under this Agreement without the written consent of the other Party.

Section 17. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute a single agreement, and each of which shall be an original for all purposes.

Section 18. Execution. The persons executing this Agreement on behalf of the Parties warrant and represent that they have the authority to execute this Agreement on behalf of the Parties and have the authority to bind the Parties to the provisions of this Agreement.

Section 19. Electronic Signatures. The Parties acknowledge and agree that execution of this Agreement by electronic signatures or electronic transmittal of signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed as of the day and year first written above.

CITY OF MAYWOOD

By: _____
Eddie De La Riva, Mayor

ATTEST:

By: _____
Brian E Juarez, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

GATEWAY CITIES COUNCIL OF
GOVERNMENTS

Ariel Pe, President

ATTEST:

Hector De La Torre, Secretary

APPROVED AS TO FORM

Ivy M. Tsai, General Counsel

Attachment A

**Slauson Avenue Complete Street Study
Scope of Work and Budget**

Attachment A
Gateway Cities Council of Governments
SCOPE OF WORK

Project ID: LAOG1718

Project Title: Slauson Avenue Complete Street Study

Project Limits: The project is located at Santa Fe Springs Road in the Cities of Santa Fe Springs and Whittier west to Wilmington Avenue in the City of Huntington Park, for a total of 12.34 miles.

Which traverses through the jurisdictions of Santa Fe Springs, Whittier, Unincorporated LA, Pico Rivera, Montebello, Commerce, Bell, Maywood, Huntington Park, and Vernon,

in the Gateway Cities Council of Governments area.

Project Description:

Develop a subregional Complete Street master plan for Slauson Avenue, which is a high priority high quality transit arterial within the Gateway Cities. This high priority corridor is based on the Gateway Cities COG Board approved prioritization process. The limits extend from COG boundary to COG boundary for a total of approximately 12.34 miles (total). This masterplan will maximize multimodal opportunities on this E/W arterial corridor within the Gateway Cities, as well as maximize our ability to obtain grants for design and construction.

Project Funding:

PROJECT ITEM	Grant funds (LACMTA)	LOCAL AGENC Y	TOTAL
Planning, Design, Engineering	\$135,000	\$50,100	\$185,100
TOTAL BUDGET COST	\$135,000	\$50,100	\$185,100

SCOPE:

I. Task 1: Project Management and Administration

a. Project Initiation

The GCCOG will hold a kick-off meeting with the Cities and Metro to discuss the project scope of work, goals and objectives. A meeting agenda, minutes and action items listing will be produced.

b. Project Administration

The GCCOG will submit complete invoice packages to Metro based on existing/status quo protocol. The progress report will contain the following components:

1. Executive summary
2. Description of the tasks or deliverables completed
3. Management issues, including status, resolution and action items
4. Project task schedule describing percentages of completeness of each task
5. Schedule and schedule tracking narrative
6. List of deliverable items
7. Dollar amount for which payment is requested.

c. Project Management

The GCCOG will complete the project including the technical tasks included in this scope as well as the Project Management of the overall project.

II. Task 2: Review Existing Documentations

The GCCOG will gather all relevant document and literature for review and summarize useful information and findings relating to the Corridor, including the STP, relevant transit plans, relevant agency land use plans, and relevant as-builts.

Deliverable: Technical memo/ summary report listing documents reviewed.

III. Task 3: Corridor Evaluation Documentations

a. Existing Conditions Corridor Evaluation and Analysis

The GCCOG will conduct thorough existing conditions analysis by identifying opportunities and constraints for the multimodal Corridor. This is partially obtained via a 1-on-1 meeting with each agency, which will be documented in the report. Evaluation analysis could include the current traffic conditions and Levels of Service, truck volumes/impacts, pavement needs, pedestrian and bicycle traffic, transit connections, parking and other commercial and residential

linkages, and City entryways, or gateways, and potential safe routes to school options.

b. **Future Conditions Corridor Evaluation and Analysis**

The GCCOG will use data and information from recent studies on future conditions along the project Corridor and conduct thorough future conditions analysis for the multimodal Corridor. Evaluation analysis would include the 2035 traffic conditions and Levels of Service, truck volumes/impacts, pavement needs, pedestrian and bicycle traffic, transit connections, parking and other commercial and residential linkages, and City entryways, or gateways, and potential safe routes to school options.

Deliverable: Technical memo/ summary report regarding the existing conditions, constraints, opportunities.

IV. Task 4: Conduct Complete Streets Needs Analysis

The GCCOG will conduct a detailed needs analysis for complete streets and multimodal Corridor development, along with identifying constraints/opportunities.

Deliverable: Technical memo/ summary report regarding the needs and along with providing recommendations for consideration based on the constraints and opportunities.

V. Task 5: Community and Stakeholder Outreach

a. **Stakeholder and Community Outreach**

The GCCOG will coordinate meetings to discuss project with various stakeholder agencies. The GCCOG will also conduct stakeholder outreach after developing the concept alternatives and after the development of the draft Master Plan.

The GCCOG will develop a workshop to introduce the project to the public, define project parameters, inform community of project opportunities and constraints, and solicit opinions from the community. The GCCOG will also conduct community outreach after developing the concept alternatives and after the development of the draft Master Plan.

Deliverable: Coordinate and attend Meetings and a coordinate and conduct a Workshop.

VI. Task 6: Complete Streets Implementation Alternatives

a. Develop Alternatives

Based on the existing and future conditions evaluation and the stakeholder/community input, the GCCOG will develop alternative concepts for complete street implementation, and will include plans, sketches, and photos.

Two primary alternatives considered include 1) the Florence Avenue Corridor as a "Complete Street" in an "unconstrained" condition to quantify the high level engineering and feasibility, and 2) as a multi-modal Corridor evaluated for consistency across the sub-region, including a potentially phased approach to a Complete Street, along with any major challenges as well as project benefits so that potential funding partners could understand the holistic context of the improvements.

Deliverable: Develop concepts and exhibits, via alternatives, to support the needs identified.

VII. Task 7: Prepare Conceptual Complete Streets Plan

Based on the preferred design alternative chosen in the stakeholder and community outreach efforts and discussions with the Cities, the GCCOG will develop a draft Concept Master Plan.

Deliverable: Develop concept plan to incorporate into the Draft Report. This is the first step in creating the Draft Report.

VIII. Task 8: Develop Conceptual Design Alternatives for Complete Streets Plan with Cost Estimates

The GCCOG will develop conceptual design alternatives with cost estimates. Illustrations will be made in plan view, as street cross sections, and as sketches.

Deliverable: Develop cost estimates to accompany the concept alternative preferred, to incorporate into the draft Report.

IX. Task 9: Presentation to Committees and City Councils, Describing Quantified and Other Benefits

The GCCOG will prepare and present PowerPoint presentations to Committees and City Councils, describing quantified and other benefits.

Deliverable: Develop presentations and present at needed.

X. Task 10: Finalize Conceptual Design of Complete Streets Master Plan with Needed Delivery Schedule for Preliminary Engineering, Design, and Construction

The GCCOG will finalize the Master Plan, with proposed implementation schedule concepts indicating funding opportunities to leverage.

Deliverable: Prepare final report for approval by the Corridor Committee.

Project Cost, including Overall Funding, by Jurisdiction:

The following tables includes the linear distance of the Corridor by jurisdiction, and a funding cost summary. Based on past Complete Streets efforts, and overall cost was developed for the project. The GCCOG coordinated with Metro to provide a grant in the total amount of \$135,000 for the Slauson Avenue. To fully fund the project, this Implementation Agreement includes a 27% match, which is defined in the table below under the "Portion Paid by City" column, to fully fund the overall project scope of work totaling \$185,100.

Total Miles per Jurisdiction and Cost Breakdown	GCCOG Subsidy to Project via Prop C		Jurisdiction Contribution	Total Project Study Cost
Whittier	0.17	\$ 1,805.11	\$ 669.89	\$ 2,475.00
Santa Fe Springs	0.995	\$ 10,885.33	\$ 4,039.67	\$ 14,925.00
LA County Unincorporated	1.13	\$ 12,362.24	\$ 4,587.76	\$ 16,950.00
Pico Rivera	1.86	\$ 20,348.46	\$ 7,551.54	\$ 27,900.00
Montebello	0.30	\$ 3,282.01	\$ 1,217.99	\$ 4,500.00
Commerce	3.90	\$ 42,666.13	\$ 15,833.87	\$ 58,500.00
Bell	0.16	\$ 1,695.71	\$ 629.29	\$ 2,325.00
Maywood	1.82	\$ 19,910.86	\$ 7,389.14	\$ 27,300.00
Vernon	0.50	\$ 5,415.32	\$ 2,009.68	\$ 7,425.00
Huntington Park	1.520	\$ 16,628.85	\$ 6,171.15	\$ 22,800.00
Total Corridor Miles	12.34	\$ 135,000	\$ 50,100.00	\$ 185,100.00

Schedule:

The Gateway Cities Council of Governments (GCCOG) proposes to complete the Alondra Boulevard Complete Street Evaluation and Master Plan over the period of approximately 1 year, with an anticipated kick off on July 1, 2024.

Slauson Avenue Corridor Complete Street Schedule

Exhibit 1 - Revised Schedule

Gateway Cities Council of Governments

Start Date Estimate = 7/1/2024					Period 1						Period 2					
TASK	PROGRESS	START	END	Weeks per Task	1	2	3	4	5	6	7	8	9	10	11	12
Phase 1 (Months 1-6)																
Task 1 - PROJECT MANAGEMENT AND ADMINISTRATION	0%	7/1/24	2/1/26	83	0%											
Task 2 - REVIEW EXISTING DOCUMENTATIONS	0%	7/1/24	5/1/25	43	0%											
Phase 2 (Months 6-12)																
Task 3 - CORRIDOR EVALUATION AND ANALYSIS – EXISTING AND FUTURE CONDITIONS AS MULTI-MODAL CORRIDOR	0%	10/1/24	8/1/25	43	0%											
Task 4 - CONDUCT COMPLETE STREETS NEEDS ANALYSIS	0%	11/1/24	5/1/25	26	0%											
Phase 3 (Months 13-18)																
TASK 5 - COMMUNITY AND STAKEHOLDER OUTREACH	0%	11/1/24	2/1/26	65	0%											
Task 6 - COMPLETE STREETS IMPLEMENTATION ALTERNATIVES	0%	10/1/24	12/1/25	61	0%											
Task 7 - PREPARE CONCEPTUAL DESIGN OF COMPLETE STREETS MASTER PLAN	0%	10/1/24	12/1/25	61	0%											
Task 8 - DEVELOP CONCEPTUAL DESIGN ALTERNATIVE FOR A COMPLETE STREETS PLAN WITH COST ESTIMATE	0%	12/1/24	1/1/26	57	0%											
Phase 4 (Months 19-24)																
Task 9 - PRESENTATION TO COMMITTEES AND CITY COUNCILS, DESCRIBING QUANTIFIED AND OTHER BENEFITS	0%	5/1/25	1/1/26	35	0%											
Task 10 - FINALIZE CONCEPTUAL DESIGN OF COMPLETE STREETS MASTER PLAN WITH NEEDED DELIVERY SCHEDULE FOR PRELIMINARY ENGINEERING, DESIGN, AND CONSTRUCTION	0%	5/1/25	2/1/26	39	0%											

Project Map:



Slauson Avenue: East to West			
Jurisdiction	Segment Limits	Linear Miles Through Jurisdiction	Linear Miles Through Jurisdiction
Santa Fe Springs/Whittier	Santa Fe Springs Rd. to Chetle Ave.	0.33	0.165
Santa Fe Springs	Chetle Ave. to 150' West of Dice Rd.	0.67	
LA County Unincorporated/Santa Fe Springs	150' West of Dice Rd. to Norwalk Blvd.	0.24	0.12
LA County Unincorporated	Norwalk Blvd. to 560' East of the San Gabriel River	1.01	
Santa Fe Springs/Pico Rivera	560' East of the San Gabriel River to 160' East of the San Gabriel River	0.08	0.04
Pico Rivera	160' East of the San Gabriel River to Rio Hondo Channel	1.82	
Montebello	Rio Hondo Channel to Telegraph Rd.	0.3	
Commerce	Telegraph Rd. to I-710	3.9	
Bell	I-710 to Los Angeles River West Shore	0.15	
Bell/Maywood	Los Angeles River West Shore to 50' West of Los Angeles River West Shore	0.01	0.005
Maywood	50' West of Los Angeles River West Shore to Maywood Ave.	1.76	
Maywood/Huntington Park	Maywood Ave. to 80' East of S Downey Rd.	0.09	0.045
Maywood	80' East of S Downey Rd. to S Downey Rd.	0.01	
Vernon	S Downey Rd. to S Boyle Ave.	0.47	
Huntington Park	S Boyle Ave. to S Santa Fe Ave.	1	
Huntington Park/Vernon	S Santa Fe Ave. to 250' West of S Santa Fe Ave.	0.05	0.025
Huntington Park	250' West of S Santa Fe Ave. to Wilmington Ave.	0.45	
Total Corridor Miles		12.34	

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 7.

DATE: April 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: DAISY GUERRERO, DEPUTY CITY CLERK/ASSISTANT TO THE CITY MANAGER

SUBJECT: CONSIDERATION OF APPROVAL RESOLUTION NO. 6346 AFFIRMING SUPPORT FOR THE CONGRESSIONAL AND WORLDWIDE CALLS OR AN IMMEDIATE CEASEFIRE IN GAZA

RECOMMENDATION:

Staff recommends that the City Council consider approval of Resolution No. 6346 supporting the congressional and worldwide calls for an immediate ceasefire in Gaza.

BACKGROUND:

Since October 2023, following the Hamas attack on Israel, elected officials have publicly acknowledged the ongoing violence and humanitarian crisis impacting Israel and Gaza. On November 17, 2024, Congressman Robert Garcia, published a statement supporting efforts to secure a lasting ceasefire in Israel and Gaza, affirming the value of Palestinian and Israeli lives and ensuring the delivery of humanitarian assistance and the protection of civilian lives in Gaza.

DISCUSSION:

Several cities across Los Angeles County have approved or are actively considering statements calling for a range of actions including an unimpeded humanitarian pause, the protection of civilians, the release of hostages, and a lasting ceasefire, including Long Beach, Pomona, Bell Gardens, Montebello, and Cudahy. Nationally, other major U.S. cities including San Francisco, Oakland, Sacramento Seattle, Detroit, and Atlanta have adopted similar statements.

The current humanitarian crisis has taken place within a long history. This crisis needs to be addressed for a pathway to lasting peace and justice to be developed. If approved, staff will move forward with sending the adopted resolution to the office of our local dignitaries urging them to take action and use their position and influence to end violence.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact with the approval of this item.

ATTACHMENT(S)

1. Resolution No. 6346 Affirming Support for the Congressional and Worldwide Calls for an Immediate Ceasefire in Gaza

RESOLUTION NO. 6346

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, AFFIRMING SUPPORT FOR THE CONGRESSIONAL AND WORLDWIDE CALLS FOR AN IMMEDIATE CEASEFIRE IN GAZA

WHEREAS, the City of Maywood believes that all people regardless of race, color, national origin, sex, and religion should be able to live in dignity, freedom, and equality without fear of destruction; and

WHEREAS, the City of Maywood condemns the recent rise of Antisemitic, Islamophobic, racist, homophobic, and xenophobic attacks across the nation; and

WHEREAS, the City of Maywood recognizes that the current crisis takes place within a long history and affirms the root causes of the crisis needs to be addressed for a pathway to lasting peace and justice to be developed; and

WHEREAS, the current assault on Gaza, which started October 7, 2023, after Hamas killed 1,200 people and kidnapped 240 people, has resulted in over 30,000 Palestinians killed, including 13,000 children, and over 1.9 million Palestinians displaced by the State of Israel; and

WHEREAS, the United Nations called for an immediate ceasefire and urged Israel and the United States to take actions to prevent further loss of civilian life; and

WHEREAS, the Federal Government holds immense diplomatic power to save Israeli and Palestinian lives.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The City of Maywood support local programs that combat Antisemitism, Islamophobia, racism, homophobic and xenophobic attacks.

Section 2. The City of Maywood supports U.S. Congress Resolution H.R. 786, and joins other cities in calling on our Congressional Representatives and Senators to demand: a permanent ceasefire; the release of all hostages and unlawful prisoners; the unrestricted entry of humanitarian assistance into Gaza; the restoration of food, water, electricity, and medical supplies to Gaza; conditioning military aid to the State of Israel; and an immediate respect for international law by Israel and Hamas.

Section 3. That a copy of this resolution be sent to the offices of Speaker Emeritus Anthony Rendon, State Senator Lena Gonzalez, Governor Gavin Newsom, U.S. Representative Robert Garcia, U.S. Senator Laphonza Butler, U.S. Senator Alex Padilla, Secretary of Defense Lloyd Austin, Secretary of State Antony Blinken, and U.S. President Joe Biden, urging them to take immediate action to use their position and influence to end violence.

PASSED, APPROVED AND ADOPTED THIS 24th day of April 2024.

Eddie De La Riva, Mayor

ATTEST:

APPROVED AS TO FORM:

Brian E. Juarez, City Clerk

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

I, Brian E. Juarez, City Clerk of the City of Maywood, County of Los Angeles, State of California, do hereby certify that the foregoing Resolution, being Resolution No. 6346, was duly passed, approved by not less than three members of the City Council of the City of Maywood, signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of the City Council held on the 24th day of April 2024, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Brian E. Juarez, City Clerk

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 8.

DATE: April 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: DAISY GUERRERO, DEPUTY CITY CLERK/ASSISTANT TO THE CITY MANAGER

SUBJECT: CONSIDERATION OF APPROVAL OF A LEASE AGREEMENT BETWEEN THE CITY OF MAYWOOD AND THE BALDWIN PARK UNIFIED SCHOOL DISTRICT FOR THE USE OF A CLASSROOM SPACE IN THE MAYWOOD PARK MULTIPURPOSE BUILDING LOCATED AT 4801 E. 58TH STREET

RECOMMENDATION:

Staff recommends that the City Council consider approving a new Lease Agreement between the City and the Baldwin Park Unified School District and authorize the Mayor to execute the new Lease Agreement.

BACKGROUND:

In the 2006 and 2007 program years, Baldwin Park Unified School District (District) assumed operational responsibility for the Los Angeles County Office of Education's (LACOE) Head Start Direct Services Program. As part of the transition, LACOE agreed to sublease classroom space in the cities of Bell, Cudahy, and Maywood (the Tri-Cities). As leases expired, the District independently assumed leases in each of the Tri-Cities. Currently, the City has a lease agreement with the Baldwin Park Unified School District that commenced July 1, 2021, and is set to expire on June 30, 2024, for the use of classroom space in the Maywood Park Multipurpose Facility located at 4801 E. 58th Street.

History of the Lease Agreement with the District

On July 1, 2009, a three-year lease agreement was entered into between the City of Maywood and the District for use of classroom space in the Maywood Park Multipurpose Facility for a Preschool Program. In May 2012, the City Council granted an extension for an additional three years, effective July 1, 2012, through June 30, 2015. In August 2015, the City Council approved a second extension of the agreement for another three years which took effect July 1, 2015, and would conclude June 30, 2018. On February 27, 2019, the City Council granted a third extension of the agreement, through the execution of a real estate lease agreement. The Lease Agreement provided an additional three years, effective July 1, 2018, through June 30, 2021, and contained provisions for leases in real estate transactions. City Council approved an additional lease extension in January 2021. After negotiating with the City, the District agreed to pay \$2,278.33 per month for the period of July 1, 2021, to June 30, 2022, with a 3% annual increase for an additional three years. The aforementioned extension of the Lease Agreement is set to expire on June 30, 2024.

In January 2024, City staff contacted the District to inquire about their interest in continuing to lease the facility. City staff met with District staff in February 2024, where they shared their interest in continuing to lease the facility and negotiated the terms for a new agreement. In reviewing the current lease agreement, City staff made revisions to the Lease Agreement.

Negotiated Offer of the New Lease Agreement with the District

The District wishes to continue its partnership with the City and to lease the Multipurpose Room at Maywood Park. After the negotiation meeting, the District agreed (prior to District Board approval) to pay the total lease agreement payments not exceed a total of \$92,340.96 (\$29,875.08 for the first year, and a 3% increase per year for the subsequent years of the Lease). The monthly rent payable by the District to the City will be:

- \$2,489.59 from July 1, 2024, to June 30, 2025
- \$2,564.28 from July 1, 2025, to June 30, 2026
- \$2,641.21 from July 1, 2026, to June 30, 2027

DISCUSSION:

Since July 2009, Baldwin Park Unified School District has operated the Tri-Cities Head Start Preschool Program in the City's Multipurpose Room at Maywood Park without any interruptions and in good standing. The Preschool Program, which is operated by the District under the LACOE's Head Start Direct Services Program, has been a benefit to the families of Maywood and surrounding communities. Currently, there are seven out of twenty children enrolled and participating in the Program who live within the 90270 zip code. Quality, low to no cost preschool services are a critical need in our region, and the City desires to continue to foster a great Program so that children can begin an early education and be able to transition into the regular school system.

Therefore, the City Council's approval of this new three-year lease agreement would ensure that local affordable and reliable preschool services continue to be provided for our residents and surrounding communities to promote a healthy well-being and build upon a better quality of life.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The approval of leasing the City's Multipurpose Room space is estimated to generate a revenue of \$29,875.08 in the first year, \$30,771.36 in the second year, and \$31,694.52 in the third year.

ATTACHMENT(S)

1. FY 2024-2027 BPUSD Lease Agreement
2. BPUSD Program Facility Diagram

**LEASE FOR USE OF MAYWOOD
MULTI-PURPOSE PARK FACILITY FOR A PRESCHOOL**

THIS LEASE is dated as of April 24, 2024, and is entered into by and between the Baldwin Park Unified School District, hereinafter referred to as “Tenant”, and the City of Maywood, hereinafter referred to as “Landlord”.

RECITALS

WHEREAS, Landlord is the owner of a two story building with a street address of 4801 E. 58th Street (“Building”); and

WHEREAS, Tenant operates preschool programs throughout the County of Los Angeles and desires to utilize a portion of the Building to operate a preschool program; and

WHEREAS, Landlord desires to permit Tenant to utilize the portion of the Building described on Exhibit “A” (the “Premises”) for such purposes.

IT IS THEREFORE AGREED AS FOLLOWS:

1. **PERMITTED USE.**

Tenant may use the Premises for the operation of a preschool program for low-income Maywood residents between the ages of three and five years; however, if Tenant is unable to recruit and meet enrollment sufficient numbers of Maywood residents for its program, it may recruit low-income children from adjacent areas in order to maintain minimum enrollment criteria. In no event shall Tenant use the Premises for any other purpose without the prior written consent of the Landlord.

2. **TERM.**

The term of this Lease shall commence on July 1, 2024, and shall expire, unless terminated earlier as herein below set forth, on June 30, 2027.

3. **RENT.**

Upon Tenant’s execution and delivery of this Lease, the total lease agreement payments will not exceed \$92,340.96 (\$29,875.08 for the first year and 3% increase per year for the subsequent years of the Lease). The monthly rent payable by Tenant to Landlord shall be: (i) \$2,489.59 from July 1, 2024, to June 30, 2025; (ii) \$2,564.28 from July 1, 2025, to June 2026; (ii) \$2,641.21 from July1, 2026, to June 30, 2027. Such monthly rent shall be payable in advance, on the first day of each calendar month, without offset or reduction. A default hereunder shall constitute a default under the Lease.

4. **MAINTENANCE RESPONSIBILITIES.**

4.1 Tenant shall properly use, operate and safeguard the Premises, including maintaining all interior and exterior areas, mechanical, electrical, and plumbing and light fixtures,

and keep them and the Premises clean, sanitary and well-ventilated. Tenant shall be responsible for checking and maintaining all smoke detectors, fire extinguishers, and carbon monoxide detectors within the Premises. Tenant shall perform all repairs necessary to the interior of the Premises, including all interior ceilings, walls, signs, floor and wall coverings, HVAC, gas, water faucets, etc. Tenant shall immediately notify Landlord's Public Works Department of any problem, malfunction or damage to or on the Premises. Tenant shall be charged for all repairs or replacements caused by the Tenant, its officers, employees, program participants, contractors, licensees or invitees, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises resulting from failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines or construction work near the Premises.

4.2 Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance, and Tenant shall reimburse Landlord for Landlord's actual cost thereof, as additional Rent, within ten (10) days after written demand. Additionally, dependent on maintenance incidents, the Landlord shall have the right to terminate this Lease upon ten (10) day's prior written notice to Tenant.

5. UTILITIES.

Landlord shall have the right to charge Tenant, as additional rent, for the cost of utilities, supplied to or used by Tenant, as determined by Landlord in good faith from time to time. Tenant shall pay any such charges, without deduction or offset, as additional rent, from time to time, within ten (10) business days after Landlord delivers a written demand for payment with an explanation of the charges.

6. LICENSURE AND LEGAL REQUIREMENTS.

Tenant shall at all times be licensed by the State Department of Social Services and shall comply with all pertinent requirements of Title 22, Division 2 of the California Administrative Code, as amended from time to time.

Tenant shall at all times comply with all municipal, county, state and federal laws and other regulations not previously mentioned and shall not use or permit the use of the facilities for illegal or immoral purposes nor commit, suffer or permit any waste upon the facility. Any violation of the above-mentioned provisions shall be grounds for the termination of this Agreement.

7. ASSIGNMENT AND SUBLETTING.

This Agreement is personal to the Tenant and shall not be assigned, nor shall the Premises be sublet.

8. INDEMNIFICATION AND INSURANCE.

8.1 Tenant Indemnification. Tenant shall hold Landlord harmless and will indemnify and defend Landlord from and against any and all demands, debts, liens, claims, damages, liabilities, costs, and expenses, by reason of Tenant operations within the City of Maywood

(including operations under this Agreement), including claims for damages to personal property in, on or about the Premises, and for injuries to persons in or about the Building.

8.2 Landlord's Indemnification. Landlord agrees to and does hereby hold Tenant harmless and will indemnify and defend Tenant from and against any and all demands, debts, liens, claims damages, liability, cost, expense, to the extent that injury or damage results from the gross negligence or willful misconduct of Landlord or Landlord's officers, employees, contractor's or agents with respect to the Building or Premises.

8.3 Tenant Insurance. During the term of this License, Tenant shall, at its own expense, maintain a program of insurance as set forth herein, insuring against claims for injury, damage, or loss that may arise from or in connection with its performance or nonperformance pertaining to this Lease. Tenant shall name Landlord, its officers, employees and agents additional insured on any and all commercial general liability insurance and shall reference this License. Tenant shall furnish Landlord with satisfactory evidence of insurance and the additional insured endorsement prior to commencement of the use under this License. Tenant shall also furnish a copy of a certificate evidencing compliance with Section 3700 of the California Labor Code, which requires every employer to maintain workers' compensation coverage or self-insurance in lieu thereof. Each insurance policy shall be endorsed to state that coverage shall (i) be purchased in the State of California, (ii) be primary and non-contributory, (iii) be rated no less than B+, according to industry standard accepted insurance guidelines, and (iv) not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice or ten (10) days advance written notice prior to cancellation for nonpayment of premiums. General liability insurance shall provide coverage for injury, damage and loss, including, but not limited to, premises and operations, contractual liability, independent contractors, broad form legal liability, fire legal liability, and personal injury within minimum limit of One Million Dollars (\$1,000,000.00), aggregate limits of Two Million Dollars (\$2,000,000.00) for operations by Tenant within Maywood. If coverage is written on a claims made form, such coverage shall be endorsed to provide an extended reporting period of not less than one (1) year following termination of this License Agreement. Tenant is commercially insured for general liability insurance and maintains coverage as described above. Tenant may, at Tenant's option, choose to self-insure provided Tenant notifies Landlord of such change and scope of coverage. Tenant's insurance (or self-insurance) shall be primary (such that claims should not be made on Landlord's insurance, if any).

9. TERMINATION.

This Agreement may be terminated (i) by either party upon written notice to the other for breach of any provision hereof that is not cured within ten (10) business days after written notice, or (ii) by Tenant upon ninety (90) days' prior written notice if major funding sources are terminated or withheld or if sufficient numbers of qualified pupils are not available to fill the classes. Any termination notice hereunder shall be served by certified mail as follows:

City of Maywood
4319 W. Slauson Avenue

Baldwin Park Unified School District
P.O. Box 3699
3699 North Holly Avenue

Maywood, CA 90270
Attn: City Manager

Baldwin Park, CA 91706
Attn: Director, Early Childhood Education

10. **INDEPENDENT CONTRACTOR.**

Tenant are and at all times shall remain as to Landlord wholly independent contractors. Contractor and Tenant shall not, at any time or in any manner, represent that they or any of their principals or employees are officers, employees or agents of the Landlord. Contractor and Tenant shall comply with all applicable provisions of the Workers' Compensation Act and Labor Code of the State of California. Neither Contactor, Tenant, nor any of their principals or employees, shall have any claim or right to any benefits or privileges available to an employee of the Landlord such as retirement, health insurance and other similar benefits and shall be responsible for all such benefits, at its own cost and expense.

11. **ENTIRE AGREEMENT OF THE PARTIES.**

This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing executed by the parties hereto. The covenants and agreements contained herein are binding on the parties hereto, their legal representatives, heirs, successors and assigns.

12. **GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

13. **VENUE.**

This Agreement is made, entered into, executed and is to be performed in Maywood, Los Angeles County, California and any action filed in any court or for arbitration for the interpretation, enforcement and/or otherwise of the terms, covenants and conditions referred to herein shall be filed in the applicable court in Los Angeles County, California.

14. **COUNTERPARTS.**

This Agreement may be executed in any number of counterparts each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

15. **TIME OF ESSENCE.**

Time is of the essence of every provision hereof in which time is a factor.

16. **POSSESSORY INTEREST TAXES.**

TENANT ACKNOWLEDGES AND AGREES THAT FOR SO LONG AS THE BUILDING IS OWNED BY THE CITY OR ANY OTHER PUBLIC ENTITY OR GOVERNMENT, INCLUDING WITHOUT LIMITATION A MUNICIPAL CORPORATION, THIS LEASE AND TENANT'S INTEREST HEREUNDER MAY CONSTITUTE A POSSESSORY INTEREST SUBJECT TO PROPERTY TAXATION AND AS A RESULT TENANT MAY BE SUBJECT TO THE PAYMENT OF POSSESSORY INTEREST TAXES LEVIED ON THAT INTEREST. IF TENANT DOES NOT ESTABLISH WITH THE COUNTY THAT IT IS EXEMPT, TENANT SHALL PAY SUCH TAXES WHEN DUE, TO THE COUNTY/LEVYING AUTHORITY.

17. **CONDITION OF PREMISES.**

17.1 Tenant acknowledges that Tenant is in possession of the Premises, has thoroughly inspected the Premises and accepts the Premises in their current "AS-IS" condition, without representation or warranty, express or implied.

17.2 The Premises have not been inspected by a Certified Access Specialist (CASp). A Certified Access Specialist (CASp) can inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

In that regard, the parties agree that in the event Tenant requests a CASp inspection, Tenant shall pay any such inspection fees and the cost of making any such repairs.

18. **LANDLORD'S GOVERNMENTAL CAPACITY.**

Notwithstanding anything contained in this Lease to the contrary, Tenant acknowledges that Landlord is acting in its proprietary capacity, is entering into and complying with this Lease, and that nothing contained in this Lease shall require Landlord, in its capacity as a governmental entity, to act in any predetermined manner in connection with its actions as a governmental entity, as opposed to its actions as a contracting party pursuant to this Lease.

19. **MEMORANDUM OF LEASE.**

Concurrently with the execution and delivery of this Lease, Tenant shall also execute, acknowledge and deliver to Landlord a Memorandum of Lease in the form attached hereto as Exhibit "B" for recording. Tenant shall not record this Lease, any notice of other memorandum of this Lease. Upon the expiration or any earlier termination of this Lease, Tenant shall execute, acknowledge and deliver to Landlord a termination of such recorded Memorandum of Lease and/o quitclaim deed in the form prepared by Landlord and submitted to Tenant.

EXECUTED in duplicate at Maywood, California on the date and year first herein above written.

TENANT:

BALDWIN PARK UNIFIED SCHOOL
DISTRICT

By: _____
Name: _____
Title: _____

ATTEST:

LANDLORD:

CITY OF MAYWOOD

By: _____
Name: _____
Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

EXHIBIT "A"

DESCRIPTION/DIAGRAM OF LEASED PREMISES

(Attached)

EXHIBIT "B"

FORM OF MEMORANDUM OF LEASE

(Attached)

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

City of Maywood
4319 W. Slauson Avenue
Maywood, CA 90270
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned declare that this Memorandum of Lease is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is dated as of April 24, 2024, and is entered into by and between BALDWIN PARK UNIFIED SCHOOL DISTRICT ("Tenant"), and the CITY OF MAYWOOD ("Landlord").

RECITALS

A. Tenant and Landlord have entered into that certain Lease dated July 1, 2024, (the "Lease"), pursuant to which Landlord has agreed to lease and demise to Tenant, and Tenant has agreed to lease and accept from Landlord, a portion (the "Premises") of that certain building located in the City of Maywood, County of Los Angeles, State of California, commonly known as 4801 E. 58th Street. The Premises are more particularly described in the Lease.

B. Landlord and Tenant now desire to enter into this Memorandum to comply with applicable law requiring that municipal leases be recorded.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant and City agree as follows:

1. Lease. Landlord hereby leases and demises to Tenant, and Tenant hereby leases and accepts from Landlord, the "Premises" at 4801 E. 58th Street described in the Lease from July 1, 2024, to June 30, 2027, at the rental rates and upon the other terms and conditions set forth in the Lease, which are incorporated herein by this reference.

2. Purpose. This Memorandum is prepared for the purposes of recordation only and in no way modifies the terms and conditions of the Lease. In the event any provision of this Memorandum is inconsistent with any term or condition of the Lease, the term or condition of the Lease shall prevail.

3. Counterparts. This Memorandum may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date first written above.

LANDLORD:

CITY OF MAYWOOD

By: _____
Print Name: _____
Title: _____

TENANT:

BALDWIN PARK UNIFIED SCHOOL DISTRICT

By: _____
Print Name: _____
Title: _____

ATTEST:

City Clerk

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ATTACHMENT NO. 2

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 9.

DATE: April 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: OKAN DEMIRCI, CITY ENGINEER

SUBJECT: CONSIDERATION OF REJECTION OF PROPOSALS AND AUTHORIZATION TO READVERTISE THE REQUEST FOR PROPOSALS (RFP) FOR THE MAYWOOD ADA SELF EVALUATION AND TRANSITION PLAN

RECOMMENDATION:

Staff recommends that the City Council reject all proposals and authorize the City Manager to readvertise the RFP for the Maywood ADA Self Evaluation and Transition Plan.

BACKGROUND:

The project includes seeking qualified vendors to provide professional services for the Preparation of ADA Self Evaluation and Transition Plan.

On February 12, 2024, staff advertised an informal Request for Proposals (RFP) on PlanetBids. Proposals were due on March 12, 2024, at 5:00 p.m.

DISCUSSION:

On March 12, 2024, the City received two proposals from Jensen Hughes and Miller Architecture.

Staff reviewed the proposals and determined that the requested services will exceed the contract threshold identified on City Municipal Code Section 3-4.08 (d), and therefore, the scope of services prepared for this contract requires City Council approval. Attachment 1 provides a copy of the Request for Proposals prepared for the requested services.

The project scope includes:

1. Identify City programs, activities, and services that may be discriminatory to people with disabilities and identify any existing obstacles limiting accessibility;
2. Review City policies, practices, and procedures which govern the administration of City programs, activities, and services;
3. Provide a detailed outline of methods necessary to remove program accessibility barriers;
4. Conduct ADA compliance evaluation of City buildings and park amenities; and
5. Prepare the City's ADA Self Evaluation and Transition Plan.

As part of the scope, the selected consultant will review existing City buildings, parks and open spaces, and

public right of way (curb ramps, sidewalk, etc.). The facilities as part of the transition plan include:

- City Council Chamber (2nd floor @ City Hall)
- City Hall (Public Counter)
- City Hall (Elevator Access)
- City Hall Parking Lot
- Public Works Yard
- Maywood Cesar Chavez Library
- Maywood Boxing Club
- Maywood Boxing Club Parking Lot
- Riverfront Park
- Riverfront Park Parking Lot
- Maywood Park/Maywood Parks and Recreation Buildings
- Pine Avenue Park
- Benito Juarez Park
- Pixley Park

Staff recommends that the City Council reject all proposals and authorize the City Manager to readvertise the RFP for the Maywood ADA Self Evaluation and Transition Plan.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

ATTACHMENT(S)

1. Attachment 1, Request for Proposal

City of Maywood
Request for Proposals
to Provide Professional Services
for the Preparation of ADA Self Evaluation Report
and Transition Plan

Date of Issuance: April 25, 2024

RESPONSES MUST BE RECEIVED NO LATER THAN
5:00 p.m., May 23, 2024

SUBMIT PROPOSALS TO:

The City will be receiving bids electronically via City of Maywood's Planetbids portal at
<https://pbsystem.planetbids.com/portal/64496/portal-home>

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I. PURPOSE

The purpose of this Request for Proposals (RFP) is to select the most-qualified Consultant to provide Professional Services for the Preparation of ADA Self Evaluation Report and Transition Plan. The City wishes to obtain the requested services under a Professional Services Agreement. The City will award no more than one contract on a not-to-exceed basis.

II. BACKGROUND

The City of Maywood is a General Law City, with a Council/Manager form of government.

The City of Maywood is seeking proposals from qualified vendors to provide Professional Services for the Preparation of ADA Self Evaluation Report and Transition Plan.

III. SCOPE OF SERVICES

The City of Maywood is seeking proposals from qualified vendors to provide Professional Services for the Preparation of ADA Self Evaluation Report and Transition Plan.

The following is a general outline of the scope of work to be provided by the Consultant. While it is believed that this scope includes all elements essential to complete the project, proposing firms are advised to include any items that they believe may be necessary to complete the project. Proposing firms may also note any required items that they believe may be excessive or unnecessary. The cost of such items should be separately noted in their proposals. Services required to complete this update shall include:

Upon acceptance of the successful response to this Request for Proposals (RFP), the selected firm will utilize the "Scope of Work" as part of the contract entered with the City. The selected firm will be expected to perform all technical and other analyses necessary to complete the scope of work, including but not limited to, the following:

1. Identify City programs, activities, and services that may be discriminatory to people with disabilities and identify any existing obstacles limiting accessibility;
2. Review City policies, practices, and procedures which govern the administration of City programs, activities, and services;
3. Provide a detailed outline of methods necessary to remove program accessibility barriers;
4. Conduct ADA compliance evaluation of City buildings and park amenities; and
5. Prepare the City's ADA Self Evaluation and Transition Plan.

The scope of services for this project shall include, but is not limited to, the following:

Task 1 – Oversee Development and Execution of Self Evaluation Report and ADA Transition Plan

1. The consultant shall develop a process, procedures, and forms needed to conduct the Self- Evaluation of the City's programs, activities, and services for ADA

requirement compliance, including the compilation of the final Self Evaluation report.

- a. Develop a master list of City programs, services, and activities; accessibility policies; disability customer service training; communication practices; available information on accessibility, etc.
- b. Review appropriate City plans, reports, and programs as well as meet with City staff to gain insight into the City's facilities and programs in order to identify issues, which may be discriminatory to people with disabilities. The review will also include City policy documents that affect the public. The review should evaluate the current level of program accessibility, including eligibility requirements, participation requirements, facilities used, transportation, communication, grievance procedures, and emergency procedures.
- c. Administer Barrier Assessment Surveys to collect information on each program and activity. Surveys should encourage staff to provide details regarding forms and methods used to advertise program or department activities and services, profile of current participants, the types of equipment and materials used, testing and entrance requirements, amount of staff training, and list any specific modifications that are needed or have been provided in the past.
- d. Based on Barrier Assessment Surveys and policy reviews, evaluate the effectiveness of existing ADA program services and provide recommendations where deficiencies are identified.
- e. Summarize the data and findings in the Self Evaluation and ADA Transition Plan, including Barrier Assessment Surveys and Access Compliance Assessment Reports for City buildings, parks, programs, communications, open spaces, and public rights-of-way as described in Task 2 and Task 3 below.
- f. Meet with City staff at least three times, including a kick-off meeting, interim progress meeting, and completion meeting. This will be in addition to any required site visits and City staff meetings deemed necessary by the consultant for self-evaluation investigations and document research.

Task 2 - Conduct Comprehensive Facility Surveys and Barrier Assessments

1. Buildings

- a. Identify which City buildings are subject to the requirements of the ADA, and develop assessments, including but not limited to, path of travel and Barrier Assessment Surveys, listing each item. This includes City-owned parking garages and tenant occupied City- owned buildings, including but not limited to, common areas throughout such buildings.
- b. Conduct Barrier Assessment Surveys with field reviews of all public buildings in Maywood that provide programs, services, or activities to the public, as appropriate. The Surveys will identify physical barriers in each facility that could limit accessibility and compare each facilities to the State

Title 24 Building Code and the Federal ADA Accessibility Guidelines (ADAAG).

- i. Based on the Barrier Assessment Surveys, develop Access Compliance Assessment Reports (ACARs) in order to support the comprehensive assessment process, which shall include:
 1. executive summary;
 2. as-build verifications as it relates to ADA access;
 3. barrier description and severity rating to measure relative impact to access;
 4. digital photograph(s) and documentation of each barrier;
 5. reference drawings/maps showing the specific location of the barrier;
 6. proposed solution(s) to eliminate the barrier; and
 7. individual detailed cost estimates for each solution.
- c. The consultant shall review all ACARs and develop facility diagrams for each building showing interior and exterior areas to be included in the ADA Transition Plan as appropriate, and provide a comprehensive report. The consultant shall summarize the ACARs and identify issues that may limit physical access to individuals with disabilities to public areas where program, services, or activities take place. Each section of the Self Evaluation Report shall include a feasible solution, cost estimate for eliminating each barrier and the priority level of the project.
- d. Refer to Appendix A for a table that includes all City-owned buildings.

2.Parks and Open Spaces

- a. Identify which parks, trails, outdoor facilities, and open spaces are subject to the requirements of the ADA, and develop Barrier Assessment Surveys, listing each item.
- b. Conduct Barrier Assessment Surveys with field reviews of all parks, trails, outdoor facilities, and open spaces in Maywood that provide programs, services, or activities to the public, as appropriate. The Surveys will identify physical barriers in each park, trail, outdoor facility, and open space that could limit accessibility as identified in the State Title 24 Building Code and the Federal ADA Accessibility Guidelines (ADAAG).
 - i. Based on the Barrier Assessment Surveys, develop Access Compliance Assessment Reports (ACARs) in order to support the comprehensive assessment process, which shall include:
 1. executive summary;
 2. as-build verifications as it relates to ADA access;
 3. barrier description and severity rating to measure relative impact to access;
 4. digital photograph(s) and documentation of each barrier;
 5. reference drawings/maps showing the specific location of the barrier;
 6. proposed solution(s) to eliminate the barrier; and
 7. individual detailed cost estimates for each solution.

- c. The consultant shall review all ACARs and develop facility diagrams showing areas to be included in the ADA Transition Plan as appropriate, for each park, trail, outdoor facility, and open space. The consultant shall summarize the ACARs and identify issues that may limit physical access to individuals with disabilities to public areas where program, services, or activities take place. Each Section of the Self Evaluation Report shall include a feasible solution, cost estimate for eliminating each barrier and the priority level of the project.
- d. Refer to Exhibit A for a table identifying all parks and park facilities.

3.Public Rights-of-Way

- a. Identify which public rights-of-way, including but not limited to, crosswalks, pathways, sidewalks, and curb ramps, are subject to the requirements of the ADA, and develop Barrier Assessment Surveys, listing each item.
- b. Conduct Barrier Assessment Surveys with field reviews of all public rights-of-way in Maywood, as appropriate. The Surveys will identify physical barriers in public rights-of-way that could limit accessibility and compare these areas to the draft Public Rights of Way Guideline (PROWAG) from the U.S. Access Board, the Federal Highway Administration's California Edition of the Manual on Uniform Traffic Control Devices (MUTCD), California Code of Regulations/Title 24, State Title 24 Building Code, and the Federal ADA Accessibility Guidelines (ADAAG).
 - i. Based on the Barrier Assessment Surveys, develop Access Compliance Assessment Reports (ACARs) in order to support the comprehensive assessment process, which shall include:
 - 1. executive summary;
 - 2. as-build verifications as it relates to ADA access;
 - 3. barrier description and severity rating to measure relative impact to access;
 - 4. digital photograph(s) of each barrier to access;
 - 5. reference drawings/maps showing the specific location of the barrier;
 - 6. proposed solution(s) to eliminate the barrier; and
 - 7. individual detailed cost estimates for each solution.
- c. The consultant shall review all ACARs and develop facility diagrams showing all areas to be included in the ADA Transition Plan, as appropriate. The consultant shall summarize the ACARs and identify issues that may limit physical access to individuals with disabilities to public rights-of way. Each section of the Self Evaluation Report shall include a feasible solution, cost estimate for eliminating each barrier and the priority level of the project.

4.City Programs and Services

- a. Identify which City programs and services including but not limited to,

classes, workshops, meetings, and events, are subject to the requirements of the ADA, and develop Barrier Assessment Surveys, listing each item.

- b. Conduct Barrier Assessment Surveys with field reviews of all City programs and services, as appropriate. The Surveys will identify barriers in City programs and services that could limit accessibility.
 - i. Based on the Barrier Assessment Surveys, develop Access Compliance Assessment Reports (ACARs) in order to support the comprehensive assessment process, which shall include:
 - 1. executive summary;
 - 2. barrier description and severity rating to measure relative impact to access;
 - 3. reference drawings/maps showing the specific characteristics of the barrier;
 - 4. proposed solution(s) to eliminate the barrier; and
 - 5. individual detailed cost estimates for each solution.
- c. The consultant shall review all ACARs and develop drawings/diagrams showing all programs and services to be included in the ADA Transition Plan, as appropriate. The consultant shall summarize the ACARs and identify issues that may limit physical or other access to individuals with disabilities to City Programs and Services. Each section of the Self Evaluation Report shall include a feasible solution, cost estimate for eliminating each barrier and the priority level of the project.

5.City Communications and Webpages

- a. Identify which City communications and webpages including but not limited to, sign-up forms, registration forms, and website formatting, are subject to the requirements of the ADA and develop Barrier Assessment Surveys, listing each item.
- b. Conduct Barrier Assessment Surveys and review all City communications and webpages, as appropriate. The Surveys will identify barriers in City communications and webpages that could limit accessibility.
 - i. Based on the Barrier Assessment Surveys, develop Access Compliance Assessment Reports (ACARs) in order to support the comprehensive assessment process, which shall include:
 - 1. executive summary;
 - 2. barrier description and severity rating to measure relative impact to access;
 - 3. reference drawings/diagrams showing the specific characteristics of the barrier;
 - 4. proposed solution(s) to eliminate the barrier; and
 - 5. individual detailed cost estimates for each solution.
- c. The consultant shall review all ACARs and develop drawings/diagrams showing all communications and applicable webpages to be included in the ADA Transition Plan. The consultant shall summarize the ACARs and identify issues that may limit physical or other access to individuals with disabilities to City Communications and Webpages. The Self Evaluation

Report shall include a feasible solution, cost estimate for eliminating each barrier and the priority level of the project.

Task 3 - Comprehensive ADA Self Evaluation and Transition Plan

1. Develop a comprehensive ADA Self-Evaluation and Transition Plan based upon the results of the barrier assessments, policy reviews, and City staff guidance. The ADA Transition Plan shall include all requisite information necessary to comply with Title II of the ADA for such a plan, including but not limited to, the following:
 - a. methodology for the self-evaluation of existing barriers to accessibility including how to remove them;
 - b. summary of findings of the self-evaluation of facilities, policies, programs, and practices;
 - c. recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier remediation;
 - d. cost estimates of remediation measures;
 - e. implementation schedule that includes milestones or measures of achievement for monitoring implementation;
 - f. procedures and forms for monitoring implementation;
 - g. procedures for periodically reviewing and updating the ADA Transition Plan;
 - h. procedures and forms for performing evaluations of additional barriers;
 - i. procedures and forms for filing Requests for Accommodation;
 - j. list of references and contact information for ADA and accessibility related resources; and
 - k. identification of the official(s) who will be responsible for implementation of the plan.
2. Present the draft ADA Transition Plan, and subsequently, the final proposed ADA Transition Plan and findings to City staff.
3. Finalize the ADA Transition Plan and present the finding to the City Council.
4. Provide six (6) bound copies of the final Self-Evaluation Report and ADA Transition Plan to the City.
 - a. Provide editable electronic copies in both Microsoft Word and PDF formats. All data files and project maps and drawings associated with the Self-Evaluation Report and the ADA Transition Plan shall be delivered to the City and become the property of the City.
5. Both the Self-Evaluation Report and the ADA Transition Plan shall be completed within nine (9) months of the first meeting with City staff.

Summary of Deliverables

The following list includes, but is not limited to, all anticipated deliverables required to complete the project and shall be provided by the Consultant as part of the performance of this contract:

1. Self Evaluation process recommendations including proposed procedures and forms;
2. Draft Barrier Assessment Surveys for all City Buildings, Parks, Open Spaces, Public Rights-of-Way, Programs, Services, Communications, and Webpages subject to the requirements of the ADA, in hard-copy and electronic formats;
3. Final Barrier Assessment Surveys for all City Buildings, Parks, Open Spaces, Public Rights-of-Way, Programs, Services, Communications, and Webpages subject to the requirements of the ADA, in hard-copy and electronic formats;
4. Draft Access Compliance Assessment Reports for all City Buildings, Parks, Open Spaces, Public Rights-of-Way, Programs, Services, Communications, and Webpages subject to the requirements of the ADA, in hard-copy and electronic formats;
5. Final Access Compliance Assessment Reports for all City Buildings, Parks, Open Spaces, Public Rights-of-Way, Programs, Services, Communications, and Webpages subject to the requirements of the ADA, in hard-copy and electronic formats;
6. Draft Self Evaluation Report submitted in hard-copy and electronic formats;
7. Final Self Evaluation Report submitted in hard-copy and electronic formats;
8. Public meeting agendas and minutes, as appropriate;
9. Draft "Self Evaluation Report and ADA Transition Plan" submitted in hard-copy and electronic formats;
10. Final "Self Evaluation Report and ADA Transition Plan" submitted in hard-copy and electronic formats;
11. Consultant shall attend at least two City Council meetings, at the request of City staff, to present the "Self Evaluation Report and ADA Transition Plan" for review and adoption; and
12. Projects meetings with City staff as needed.

The City shall have the authority to prioritize projects on the final Transition Plan based on which sites get the most foot-traffic. See below for City Facilities:

City of Maywood Facility Locations

Facility:	Location:
City Council Chamber (2 nd floor @ City Hall)	4319 E. Slauson Ave. Maywood, CA 90270
City Hall (Public Counter)	4319 E. Slauson Ave. Maywood, CA 90270
City Hall (Elevator Access)	4319 E. Slauson Ave. Maywood, CA 90270
City Hall Parking Lot	4319 E. Slauson Ave. Maywood, CA 90270
Public Works Yard	5600 Heliotrope Ave. Maywood, CA 90270
Maywood Cesar Chavez Library	4323 Slauson Ave. Maywood CA 90270
Maywood Boxing Club	4747 E. 56 th St Maywood, CA 90270
Maywood Boxing Club Parking Lot	4747 E. 56 th St Maywood, CA 90270
Riverfront Park	5000 Slauson Ave. Maywood, CA 90270
Riverfront Park Parking Lot	5000 Slauson Ave. Maywood, CA 90270
Maywood Parks/Maywood Parks and Recreation Buildings	4801 E. 58 th St Maywood, CA 90270

Maywood Parks/Maywood Parks and Recreation Buildings Parking Lot	4801 E. 58 th St Maywood, CA 90270
Pine Avenue Park	5313 Pine Ave Maywood, CA 90270
Benito Juarez Park	5515 Maywood Ave Maywood, CA 90270
Pixley Park	3626 E. 56 th St Maywood, CA 90270

IV. SCHEDULE

Deadlines

Release of Requests for Proposals	April 25, 2024
Submittal of Questions	May 9, 2024 by 3:00 pm
Response to Questions	May 13, 2024 by 5:00 pm
Proposal Due Date	May 23, 2024 by 5:00 pm
Proposal Review/Evaluation	June 2024
Optional Interview (if required)	June 2024
Tentative City Council award	June 2024
Tentative Start date	July 2024

* These dates are anticipated and may change.

V. LIST OF INTERESTED PROPOSERS

The full content of the RFP is available electronically via City of Maywood's Planetbids portal at <https://pbsystem.planetbids.com/portal/64496/portal-home>. If addendums are necessary, they will be posted on Planetbids as well. All respondents interested in proposing on this RFP are encouraged to sign-up on Planetbids to receive any project updates, addendums, changes or responses to written inquiries.

VI. QUESTIONS

All questions regarding this RFP shall be submitted via Planetbids. The date and time when questions must be submitted are shown in "Section IV-Schedule" of this RFP. Questions with their answers will be posted on Planetbids.

VII. SUBMITTAL PROCEDURES

Submittals shall comply with all conditions, requirements and specifications contained herein, with any departure rendering the proposal non-responsive and may serve as grounds for rejection of the proposal at the City's sole discretion. The submittal shall contain the name of this RFP and Respondents shall provide electronic copy (pdf) of the proposal.

All proposal submittals shall be submitted electronically via City's Planetbids portal no later than May 23, 2024 at 5:00 p.m.

VIII. SUBMITTAL FORMAT

All Respondents must submit qualifications according to the specifications set forth below. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Respondent's demonstrated capability to perform work of this type. Proposals shall be valid for a minimum of 90 days following submission. Colored displays, promotional materials, etc., are not necessary or desired. The City reserves the right to request additional information that, in the City's opinion, is necessary to ensure that the Proposer's competence, qualified employees, business organization and financial resources are adequate for the performance of the services under this RFP.

A. WORK PROPOSAL

1. Cover Letter
 - a. Provide a cover letter including the Respondent's name, address and telephone number of the contact person(s) who is authorized to submit the proposal on behalf of the Respondent. The cover letter shall include a brief general statement of intent to perform the services and correspondent that all elements of the RFP have been reviewed and understood. The letter should include a brief description of the Respondent's Respondent. The letter should be signed by an individual who can bind the Respondent contractually.
 - b. There shall be one person from the Respondent identified in the proposal who shall be the Respondent's designated representative and who is responsible for the services listed in "Section III - Scope of Services" of this RFP ("Point of Contact").
 - c. If applicable, Respondent shall acknowledge receipt of any addendum to the RFP.
2. Table of Contents

- a. Include a table of content identifying the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.
- 3. Experience and Qualifications
 - a. Describe the Respondent, its size and organization, the number and location of offices, and general operational structure, as well as its management and key personnel. Provide a description of the Respondent's Respondent, its size and organization, the number and location of offices and general operational structure. Include a discussion demonstrating that the Respondent has the resources (financial, equipment, labor and capacity) available to provide services under this RFP from the first day at the start of the work.
 - b. At a minimum, Respondent should have at least five (5) years of consecutive experience.
 - c. Provide at least five references that received similar services from Respondent at a minimum over the last five years. Include name of organization, contact name, telephone number and email address.
 - d. Demonstrate the qualifications of all personnel to be assigned to the City, including key personnel, by providing resumes and/or relative experience summaries describing their education, credentials, licensing, training and related experience and their proposed roles for this contract.
 - e. Provide an organization chart of the proposed team, including a contingency plan should a member of the proposed team be unable to fulfill their responsibilities.
 - f. Respondent shall hold the required license(s) to perform the work and provide proof of required license for itself and its personnel.
- 4. Approach to Scope of Services
 - a. This section should set forth a comprehensive description of the approach to providing the Scope of Services and should clearly demonstrate an understanding of the City's requirements, the work to be done and the objectives to be accomplished.
 - b. Provide a description of the work plan for the services describing how each task under the Scope of Services will be accomplished. This may be used as an Exhibit for the Scope of Services to the agreement.
 - c. Provide any other information or tasks that Respondent believes necessary to complete the Scope of Services.

B. COST PROPOSAL

The Cost Proposal shall be submitted as a separate electronic (pdf) file on Planetbids.

Fee shall be provided in detail in a format to allow the City to analyze and evaluate applicable costs. Detailed breakdown shall include tasks, staff classifications, hours and fees. Consultant shall submit a not to exceed lump sum fee.

Consultant shall also provide its Schedule of Standard Hourly Fee Rates.

IX. AGREEMENT FOR PROFESSIONAL SERVICES

The City of Maywood's Agreement for Professional Services (Attachment 1) is included for review and comment. The Respondent's submission of a proposal indicates Respondent's compliance of such terms, unless the proposal indicates that compliance is not possible. Proposed revisions should be addressed in the cover letter, however, the City maintains discretion to accept or reject the Respondent's request for revisions. The City reserves the right to make any revisions to the proposed professional services agreement.

X. GENERAL ADMINISTRATIVE INFORMATION

All respondents are advised to become familiar with all conditions, instructions and specifications of this RFP. By submitting a proposal, Respondent represents that it has thoroughly examined and become familiar with the work required under this RFP and that the Respondent has conducted such additional investigation as it deems necessary and convenient (i.e. visiting the locations), that Respondent is capable of providing the equipment, goods and services necessary to furnish landscape maintenance in a manner that meets the City's objectives in this RFP. Once the contract has been made, a failure to have read the conditions or conduct any investigations of the properties shall not be cause to alter the contract or for Respondent to request additional compensation.

Each Respondent understands and agrees that the City, its departments, its officers, employees or agents are not responsible for:

- Any costs incurred by a Respondent in the preparation, delivery or presentation of a proposal.
- Any costs incurred by a Respondent in meeting the criteria as a result of making or submitting a proposal or subsequently in entering into a formal agreement with the City; and
- Any errors, inaccuracies or misstatements related to the information or data supplied to any contractor by the City. The use of such information or data provided by the City, its officers, employees or agents is intended to be used at the sole discretion and risk of the Respondent in the preparation of a proposal pursuant to this Request for Proposals only.

The selected Respondent shall comply with any and all Federal and State laws applicable to the services. All proposals submitted to the City of Maywood in response to this RFP

shall become the property of the City and will not be returned and such proposals, after the agreement is awarded, are subject to the California Public Records Act.

The City reserves the right to accept, reject, modify or cancel in whole or in part, this RFP. The City reserves the right to accept or reject any or all proposals, negotiate modifications to proposals that it deems acceptable, to request and consider additional information from any proposer, and to waive irregularities and technical defects in the proposal process, all in its sole discretion. The City has no obligation, express or implied, to make an award.

The City may reject proposals from Respondents who cannot satisfactorily provide the experience and qualifications required by this RFP and/or provides the scope of services required herein. The City reserves the right to seek new proposals when it determines that it is in the best interest to do so.

XI. SUBMITTAL DUE DATE

The submittal package must be received prior to the submittal date specified in "Section IV - Schedule" of this RFP. Submittals arriving after the deadline will not be considered.

XII. SELECTION PROCESS

All proposals timely received shall be reviewed to verify that the proposal meets the minimum requirements and qualifications. Proposals that have not complied with requirements, do not meet minimum content and quality standards, or take unacceptable exceptions to the professional services agreement, may be eliminated from further consideration at the discretion of the City. Proposals will be reviewed and evaluated by an evaluation committee comprised of City of Maywood personnel.

The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City's final selection will not be dictated on any single factor or criteria including price. The City reserves the right to award the contract(s) in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion, notwithstanding the criteria set forth herein, including negotiating with one or more of the Respondents for the same services.

City will evaluate the proposals provided in response to this RFP based on the following criteria:

1. The City will evaluate Respondents based on meeting all of the City's requirements and who offers the most advantageous combination of cost and high quality service. In addition to cost, however, the City will consider the quality of services proposed, the financial qualification of, and the work experience of the proposer in determining the best value to the City.
2. Other criteria shall include, but not be limited to:
 - a. Quality and completeness of proposal
 - b. Qualifications and experience of proposer, including experience and qualifications of key personnel and staff

- c. Similar experience and expertise in the type of work required, with the City or with other public agencies
- d. Demonstrated understanding of the scope of services requested as well as capacity of respondent
- e. References
- f. Financial stability of proposer
- g. Cost to the City
- h. Oral interviews, if applicable.
- i. Any other factors determined by the City to be relevant to the performance of these services.

XIII. AUTHORITY TO WITHDRAW

The City of Maywood reserves the right to withdraw this Request for Proposals without prior notice. The City of Maywood makes no representation that any agreement will be awarded to any Respondent as a result of having responded to this request. All proposals submitted to the City of Maywood in response to this RFP shall become the property of the City and will not be returned.

XIV. AWARD OF CONTRACT

Based on the outcome of the evaluation committee's evaluation of the proposals, a recommendation will be submitted to the City Council for consideration of award. An award of a contract occurs when the contract is approved by the Maywood City Council. Selection of a respondent with whom the City enters into contract negotiations with or a recommendation of an award by the evaluation committee or any other party, does not constitute an award of a contract. The contract shall be in accordance with the attached Agreement.

XV. ATTACHMENTS

Attachment 1. Form Professional Services Agreement

ATTACHMENT 1

Form Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated _____, 20__ ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and _____ ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to perform _____.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. **Consultant's Services.**

Scope of Services. Consultant shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be _____ (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

Ver. 3/2020

Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

H. Prevailing Wages. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works", Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit C** hereto.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through _____, unless sooner terminated as provided in Section 13 of this Agreement or extended.

3. Compensation.

Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement, _____, as more particularly described in **Exhibit B** ("Compensation"). Said Compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, consultants and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Consultant be paid more than \$_____, which includes expenses and additional services (if any) during the term of this Agreement ("Maximum Compensation").

Expenses. The City will not reimburse Consultant for any expenses, unless expenses are agreed upon in advance in writing by both parties and/or set forth in **Exhibit B**.

Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council or the City Representative

shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement or within such other reasonable time dependent on the City's warrant run procedures. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

5. Independent Contractor.

A. Consultant is an independent contractor and not an employee of the City. All work or other Services provided pursuant to this Agreement shall be performed by Consultant or by Consultant's employees or other personnel under Consultant's supervision, and Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by State and local law to perform such Services, including, without limitation, a City of Maywood business license. Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

B. All of Consultant's employees and other personnel performing any of the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel

shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the Services under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform any of the Services required by this Agreement. Consultant shall perform all Services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of any Services under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform such Services. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services under this Agreement.

C. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with their performance of any Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, State, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subcontractors providing any of the Services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices. or to the extent arising from, caused by or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify and hold harmless as set forth in any other provision of this Agreement.

6. PERS Compliance and Indemnification

A. **General Requirements.** The Parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform any work or other Services under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code § 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. **Indemnification.** Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify and hold harmless City, and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from (i) any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section 6; or (ii) in the event that Consultant or any employee, agent or subcontractor of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction and/or by PERS to be eligible for enrollment in PERS as an employee of the City. This duty of indemnification is in addition to Consultant's duty to defend, indemnify and hold harmless as set forth in any other provision of this Agreement.

7. Information and Documents.

Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subconsultants shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City

and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

8. Conflicts of Interest. Consultant and its officers, employees, associates and subconsultants, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subconsultants shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

9. Indemnification, Hold Harmless, and Duty to Defend.

Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their

officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a “design professional,” as the term is defined under California Civil Code Section 2782.8(c).

Other Indemnities.

i. Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively “Claims”), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees’ choice, and shall pay all costs and expenses, including all attorneys’ fees and experts’ costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

ii. Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers’ compensation law regarding Consultant and Consultant’s employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers’ compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant’s failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph B.2).

iii. Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant’s

subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

Workers' Compensation Acts not Limiting. Consultant's obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against City.

a. Survival of Terms. The indemnification in this Section shall survive the expiration or termination of this Agreement.

10. Insurance.

Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$1,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall provide insurance in the amount required by California law.

Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for

bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) ☐ If this box is checked, Professional Liability/Errors and Omissions Insurance with minimum limits of \$1,000,000.00 per claim and in aggregate.

Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide or such other rating as approved by the City Manager. Self insurance shall not be considered to comply with the insurance requirements under this Section.

Additional Insured. The general liability policy shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subconsultants from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager or such other official designed by the City Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 9 of this Agreement.

SubConsultant Insurance Requirements. Consultant shall require each of its subconsultants that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

11. Mutual Cooperation.

City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

12. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to

examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

13. Termination of Agreement.

Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least ten calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

14. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

15. Default.

Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

In addition to the right to terminate pursuant to Section 13, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision

of this Agreement, 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.

16. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:
Attn: City Manager
City of Maywood
4319 East Slauson Avenue
Maywood, California 90270

If to Consultant:



17. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subconsultants and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

18. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

19. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

20. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it

be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

21. Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subconsultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subconsultants and agents.

22. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

23. Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

24. Exhibits. Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

25. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written

understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

26. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

27. Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

28. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

29. Business Days. “Business days” means days Maywood City Hall is open for business.

30. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Maywood.

31. Attorneys’ Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys’ fees, experts’ fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

32. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

33. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

34. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Maywood,
a California municipal corporation

Consultant:

NAME OF CONSULTANT

By: _____
[INSERT NAME]
Mayor of the City of Maywood

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Flor Aguiluz, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

EXHIBIT A

SCOPE OF SERVICES

A-1

EXHIBIT B

COMPENSATION

B-1

EXHIBIT C

LABOR CODE REQUIREMENTS

C-1

EXHIBIT C
TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those services that are “public works”, Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Contractor’s Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

6. Contractor shall comply with and be bound by the provisions of 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. The Contractor shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City

of the location of the records. Pursuant to Labor Code Section 1771.4, Contractor and each subcontractor shall furnish such records to the Labor Commissioner, at least monthly, in the form specified by the Labor Commissioner.

8. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Contractor or any subcontractor becomes debarred or suspended during the duration of the project, the Contractor shall immediately notify City.

10. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight 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 Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer 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 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."

12. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive the termination of the Agreement.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 10.

DATE: April 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MOHAMMAD MOSTAHKAMI, PE

SUBJECT: CONSIDERATION OF APPROVAL OF AMENDMENT NO. 2 TO MEASURE R FUNDING AGREEMENT BETWEEN CITY OF MAYWOOD AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR RIGHT OF WAY ACQUISITION AND CONSTRUCTION PHASE FOR SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS, PROJECT IN THE AMOUNT OF \$7,418,150

RECOMMENDATION:

Staff recommends that the City Council approve Amendment No. 2 to Metro Funding Agreement for Slauson Avenue and Atlantic Boulevard Congestion Relief Improvement Project and Authorize City Manager to execute the Amendment and future Amendments.

BACKGROUND:

Slauson Corridor from Atlantic Avenue to Maywood Avenue is consistently found to be congested and is in need of congestion relief. The City's consultant, Stantec Consulting Services, inc., through previous review, has recommended that the Atlantic Avenue and Slauson Avenue Intersection be widened and traffic signals along Slauson Avenue be upgraded to enhance traffic safety.

In 2020, staff requested and received funding approval for Project Approval and Environmental Documents (PA/ED) and Design Phase of the project from the I-710 Technical Advisory Committee (TAC) and subsequently by the Metro Board. Consequently, the City and Metro entered into a Funding Agreement dated September 1, 2020, for \$445,000 in Measure R funds. The Funding Agreement was amended to extend the design and environmental timeline on July 19, 2021.

DISCUSSION:

The project design and CEQA process are complete and Right of Way acquisition process has begun.

To secure funding for the right of way and construction phases of the project staff made a presentation to I-710 TAC on June 21, 2023, and requested funding in the amount of \$6, 973,150 which was approved by I-710 TAC and subsequently by the Metro Board on January 26, 2024. This brings the total Metro funds for this project to \$7,418,150. In order to secure the total project funding of \$7,418,150, the attached Metro Funding Agreement Amendment No. 2 with the city needs to be executed by the city. The attached funding agreement amendment also extends the 2018/19 programming lapsing date to June 30, 2025, to prevent loss of funding.

Upon conclusion of right of way acquisition, the construction phase will commence with advertising the project

plans and specifications for construction bids, and it is essential that required construction engineering support and CEQA related monitoring services during construction phase are in place in advance.

Therefore, staff recommends that City Council Approve Amendment No. 2 to Metro Funding Agreement and Authorize City Manager to execute the Amendment and future Amendments.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact on the General Fund for the approval of the Metro Funding Agreement Amendment No.2.

ATTACHMENT(S)

1. MR306.56 FA- Amendment 2 w Attachments Revised

**AMENDMENT No. 2 TO MEASURE R FUNDING AGREEMENT
BETWEEN CITY OF MAYWOOD AND THE LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

This Amendment No. 2 to the Funding Agreement (this "Amendment"), is dated as of January 1, 2024 by and between the City of Maywood ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. Grantee and LACMTA entered into that certain Funding Agreement No. 920000000MR30656 dated September 1, 2020, which was amended on July 19, 2021 (as amended, the "Existing FA"), which Existing FA provides for the Slauson Ave and Atlantic Blvd Congestion Relief Improvements, Project (the "Project"); and

B. WHEREAS, the Grantee desires to increase the Project's budget of Measure R by \$6,973,150 from \$445,000 to \$7,418,150. This amount is within the Board authorized budget increase for the Project, the total new Project budget for Project Approval/Environmental Document (PA/ED), Plan, Specifications and Estimates (PS&E), Right-of-Way (ROW) and Construction is \$7,418,150 which was approved by the LACMTA Board on January 26, 2024 and

C. WHEREAS, the Funds are currently programmed for the Project as follows \$445,000 in Measure R Funds in FY 2018-19, \$594,000 in Measure R Funds in FY 2023-24 and \$6,379,150 in Measure R Funds in FY 2024-25. The total designated amount for the Project is \$7,418,150; and

D. WHEREAS, the LACMTA Board on January 26, 2023, delegated administrative authority to staff to extend funding lapsing dates for Measure R funding agreements to meet PA&ED, PS&E, ROW, and Construction time frames; and

E. WHEREAS, the GRANTEE and LACMTA desire to extend the lapsing date of the Project funds programmed for Fiscal Year FY 2018-19 to June 30, 2025; and

F. Grantee and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part I, Paragraph 2.2 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "To the extent the Measure R funds are available, LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$7,418,150 (the "Funds") for the Project. LACMTA Board of Directors actions on June 27, 2019 and January 25, 2024 granted the Measure R Funds for the Project. The Funds are currently programmed in three Fiscal Years: \$445,000 in FY 2018-19; \$594,000 in FY 2023-24; and \$6,379,150 in FY 2024-25."
2. Part II, Section 9.1 (vi) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "(vi) Expending the Funds granted under this FA for allowable costs by the lapsing date. All Funds programmed for FY 2018-19 are subject to lapse by June 30, 2025. All Funds programmed for FY 2023-24 are subject to lapse by June 30, 2026. All Funds programmed for FY 2024-25 are subject to lapse by June 30, 2027."
3. Attachment A of the Existing FA is hereby replaced by Attachment A-1, attached.
4. Attachment B1-2 of the Existing FA is hereby replaced by Attachment B1-3, attached.
5. Attachment C of the Existing FA is hereby replaced by Attachment C-1, attached.
6. Attachment E of the Existing FA is hereby replaced by Attachment E-1. Attached.
7. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: Elena Eggera Date: 3/29/24
Deputy

GRANTEE:

City of Maywood

By: _____ Date: _____
Jennifer E. Vasquez
City Manager

APPROVED AS TO FORM:

By: _____ Date: _____
Roxanne Diaz
City Attorney

ATTACHMENT A-1 - PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA# 9200000000MR30656 A-1

Project Title: Slauson Ave and Atlantic Congestion Relief Improvements Project#: MR306.56

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	FY2018-19	FY2023-24	FY 2024-25	FY2025-26	FY2026-27	FY2027-28	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE R FUNDS	\$ 445,000	\$ 594,000	\$ 6,379,150				\$ 7,418,150	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	\$ 445,000	\$ 594,000	\$ 6,379,150	\$ -	\$ -	\$ -	\$ 7,418,150	100%
OTHER SOURCES OF FUNDING:								
LOCAL:							\$ -	0%
STATE:							\$ -	0%
FEDERAL:							\$ -	0%
PRIVATE OR OTHER:							\$ -	0%
OTHER FUNDING SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
TOTAL PROJECT FUNDS	\$ 445,000	\$ 594,000	\$ 6,379,150	\$ -	\$ -	\$ -	\$ 7,418,150	100%

ATTACHMENT B-1-3 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 9200000000MR30656 A-2

Project Title: Slauson Ave and Atlantic Blvd Congestion Relief Improvements Project#: MR306.56

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Expenditures	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:								
MEASURE R FUNDS:								
PAED	\$28,690		\$36,310					\$65,000
PS&E	\$163,100		\$216,900					\$380,000
RW Support	\$22,000		\$22,000					\$44,000
Const. Support				\$30,000	\$150,000	\$150,000	\$150,000	\$480,000
RW			\$550,000					\$550,000
Construction					\$500,000	\$1,750,000	\$1,750,000	\$4,000,000
Total MEASURE R	\$213,790	\$0	\$825,210	\$30,000	\$650,000	\$1,900,000	\$1,900,000	\$5,519,000
PROP C 25%								
PAED								\$0
PS&E								\$0
RW Support								\$0
Const. Support								\$0
RW								\$0
Construction								\$0
Total PROP C 25%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM PROG LACMTA FUNDS:	\$213,790	\$0	\$825,210	\$30,000	\$650,000	\$1,900,000	\$1,900,000	\$5,519,000
PROJECT FUNDING FY23-24 and FY24-25	\$213,790	\$0	\$825,210	\$30,000	\$650,000	\$1,900,000	\$1,900,000	\$5,519,000
SOURCES OF FUNDS		FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	FY 2026-27 Qtr 1	FY 2026-27 Qtr 2	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:								
MEASURE R FUNDS:								
PAED								\$0
PS&E								\$0
RW Support								\$0
Const. Support		\$100,000	\$57,915					\$157,915
RW								\$0
Construction		\$1,000,000	\$741,235					\$1,741,235
Total MEASURE R	\$0	\$1,100,000	\$799,150	\$0	\$0	\$0	\$0	\$1,899,150
PROP C 25%								
PAED								\$0
PS&E								\$0
RW Support								\$0
Const. Support								\$0
RW								\$0
Construction								\$0
Total PROP C 25%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM PROG LACMTA FUNDS:	\$0	\$1,100,000	\$799,150	\$0	\$0	\$0	\$0	\$1,899,150
PROJECT FUNDING FY25-26 and FY26-27	\$0	\$1,100,000	\$799,150	\$0	\$0	\$0	\$0	\$1,899,150
SUMMARY OF ALL FUNDS								
PAED	\$28,690	\$0	\$36,310	\$0	\$0	\$0	\$0	\$65,000
PS&E	\$163,100	\$0	\$216,900	\$0	\$0	\$0	\$0	\$380,000
RW Support	\$22,000	\$0	\$22,000	\$0	\$0	\$0	\$0	\$44,000
Const. Support	\$0	\$100,000	\$57,915	\$30,000	\$150,000	\$150,000	\$150,000	\$637,915
RW	\$0	\$0	\$550,000	\$0	\$0	\$0	\$0	\$550,000
Construction	\$0	\$1,000,000	\$741,235	\$0	\$500,000	\$1,750,000	\$1,750,000	\$5,741,235
TOTAL MILESTONES	\$213,790	\$1,100,000	\$1,624,360	\$30,000	\$650,000	\$1,900,000	\$1,900,000	\$7,418,150
SUM PROG LACMTA FUNDS	\$213,790	\$1,100,000	\$1,624,360	\$30,000	\$650,000	\$1,900,000	\$1,900,000	\$7,418,150
SUM NON-LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT FUNDING	\$213,790	\$1,100,000	\$1,624,360	\$30,000	\$650,000	\$1,900,000	\$1,900,000	\$7,418,150

ATTACHMENT C-1 SCOPE OF WORK

PROJECT TITLE:

Slauson Avenue Corridor and Slauson/Atlantic Intersection Congestion Relief Project

PROJECT LOCATION:

The project is located along Slauson Avenue and at the intersection of Slauson Avenue and Atlantic Boulevard in the City of Maywood, in the Los Angeles County area.

PROJECT LIMITS:

This project limits are Slauson Avenue between Atlantic Boulevard and Maywood Avenue.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

The purpose of this project is to relieve congestion along the Slauson Avenue Corridor within the City of Maywood, to increase capacity, improve traffic flow and operations by reducing delay from equipment upgrades and traffic signal synchronization, and improve pedestrian safety.

PROJECT BACKGROUND:

This project is located along two regionally significant corridors that have been identified in the I-710 Congestion Relief Program. The level of service of the intersection of Slauson Avenue at Atlantic Boulevard is deficient due to heavy demand of eastbound left-turning vehicles travelling to I-710 onramp. Slauson Avenue is heavily impacted with deficient left-turn lanes. All signalized intersections will be upgraded to include protected left-turn phases which will improve operations.

PROJECT BUDGET:

COMPONENT	AMOUNT
PA/ED	\$65,000
PS and E	\$380,000
R/W Support	\$44,000
R/W Capital	\$550,000
Construction Support	\$637,915
Construction Capital	<u>\$5,741,235</u>
Total Budget	\$7,418,150

SCOPE:

The Project features include, but are not limited to, the following:

Roadway widening at the intersection of Slauson Avenue and Atlantic Boulevard to add an eastbound left-turn lane and a northbound left-turn lane. Implement traffic signal equipment upgrades along the Slauson Avenue corridor between Atlantic Boulevard and Maywood Avenue to add protective left-turn phasing at all intersections, including traffic signal synchronization and coordination for improved intersection operations. Relocate bus stops and install new bus shelters.

DESIGN:

I. Preliminary Design – Concept Drawings as Final Work Product

Tasks to be performed include, but are not limited to, the following:

- A. Account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.
- B. Read, review and understand all aspects and goals of the City of Maywood's General Plan Circulation Element and other plans, as these plans pertain to the widening and ultimate build-out of Slauson Avenue and Atlantic Boulevard.
- C. Research and document all affected utilities along Slauson Avenue and Atlantic Boulevard.
- D. Create conceptual layout plans to be incorporated into the final design.
- E. Identify right-of-way acquisitions and/or impacts to provide for the optimal roadway alignment, which shall incorporate intersection widening, development build outs and preservation of existing improvements and scenic character of the area.
- F. Prepare and submit a Project Study Report identifying the ultimate alignment of roadway improvements and possible alternatives as part of the Report. The Consultant shall prepare and provide conceptual layout drawings of the proposed alignment. Right-of-way acquisitions shall be clearly identified.
- G. Prepare and submit an Engineer's cost estimate for all project components, including ROW acquisitions/impacts to implement the recommended improvements identified in the Report.

II. Environmental Analysis

Tasks to be performed include, but are not limited to, the following:

- A. Define a complete and detailed project description and delineate project study areas that will meet the needs of technical analyses and Initial Study/Mitigated Negative Declaration (IS/MND).
- B. Conduct the required technical analysis for the project.
- C. Prepare, following completion of appropriate technical analysis, an Administrative Draft IS, consistent with CEQA Guidelines Appendix G, for review and approval by the City.
- D. Prepare the Draft IS and Draft MND for public circulation.
- E. Prepare responses to public review of Draft and prepare a Final MND and submit for review to the City.
- F. Prepare an MMRP.
- G. Coordinate with the City and prepare permit applications/notifications for the Project as applicable.

- H. Delineation of the Waters of the US will be conducted within the ESL if applicable.
- I. Prepare a final Tree report and map.

III. **Final Design – Plans, Specifications and Estimates**

Tasks to be performed include, but are not limited to, the following:

- A. Design the ultimate build out of Slauson Avenue and Atlantic Boulevard, and improvements along Slauson Avenue as defined in the “Project Summary Report”.
- B. Prepare civil roadway plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Traffic Striping/Signage/Signal Plans, Street Lighting/Electrical, Bike Lane Plans, and Median/Landscaping Plans.
- C. Submittal of plan set shall be delivered at 60% and 90% complete and final.
- D. Submit electronically 100% design plans to the City and participate in City Council meetings as necessary.
- E. Prepare construction specifications consistent with City format (SSPWC “Greenbook”), and Caltrans Standards, current edition with updates.
- F. Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
- G. Prepare an engineer’s construction cost estimate based on the itemized quantity take-off from the contract documents.
- H. Submittal of the engineer’s construction cost estimate shall be delivered to the City at 90% complete and final in a spreadsheet format.

IV. **Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings**

Tasks to be performed include, but are not limited to, the following:

- A. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City shall be and not be limited to: Project Kick-off Meeting, presentation of “Project Summary Report”, progress meetings and preparation for the Community Information Workshop if and when needed.
- B. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

RIGHT-OF-WAY:

Right-of-Way Support and Right-of-Way Capital

Right-of-Way Support:

Tasks to be performed include, but are not limited, to the following:

- A. Prepare and provide exhibits, plats and legal descriptions for the properties requiring right of way acquisition, slope easements, temporary construction easements and/or rights-of-entry.
- B. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, site visits, progress meetings and preparation for City Council meetings.

Right-of-Way Capital:

Tasks to be performed include, but are not limited to, the following:

- A. Conduct appraisals on impacted properties.
- B. Notify and meet with affected property owners of appraisals and detailed improvements to their properties.
- C. Set just compensation.
- D. Present written offer letters and appraisal summaries to property owners.
- E. Conduct negotiations to settlement.

CONSTRUCTION:

Plans and specs will be bid out for construction and upon completion of the bidding phase and award of construction contract to lowest responsive bidder, construction will commence.

- A. City authorized Construction Engineering support services will be retained for RFIs during bidding phase as well as review of submittals, shop drawings, and as built plans for the project.
- B. City authorized Construction Management and Inspection services will be retained for the project.

The project Consultant(s) shall meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant(s) and City shall include, but not be limited to, Pre-Construction Meeting, progress meetings, preparation of responses to RFIs, and review submittals /shop drawings.

MILESTONES: The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)	N/A	N/A
Develop Solicitation Package		
Solicitation Response		
Evaluations		

Selection		
Board Approval		
Contract Award		
Fully Executed Contract		
PLANNING	N/A	N/A
Prepare Concept Report		
Prepare Feasibility Study		
Prepare Project Study Report		
Intelligent Transportation System (ITS)		
Feasibility Study		
Concept Exploration		
PRELIMINARY DESIGN	June 2021	March 2022
Prepare Detailed Design Plans		
Prepare Detailed Construction Plans		
Prepare Project Cost Estimate		
Intelligent Transportation System (ITS)		
Concept of Operations		
System Requirements		
High Level Design		
PA&ED	April 2022	May 2023
Prepare Environmental Document Document Type: _____		
Scoping		
Technical Studies		
Draft Environmental Document		
Final Environmental Document		
Community Outreach		
Secure Project Approval		
Intelligent Transportation System (ITS)		
Categorical Exemption Filing		
PS&E	June 2023	June 2024
35% PS&E		
Preliminary Investigations	N/A	N/A
Preliminary Foundation	N/A	N/A
Geometric Drawings	N/A	N/A
Bridge Type Selection Roadway and Retrofit Strategy	N/A	N/A
ADL Review	N/A	N/A
Utilities	N/A	N/A
Right-of-Way	January 2, 2024	June 30, 2024
Estimating	N/A	N/A
Civic Design	N/A	N/A
Structural Design	N/A	N/A

CONSTRUCTION MILESTONES: The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)	January 2024	September 2024
Develop Solicitation Package	January 2, 2024	June 30, 2024
Solicitation Response	July 1, 2024	July 31, 2024
Evaluations	August 1, 2024	August 15, 2024
Contract Award	August 28, 2024	August 28, 2024

FTIP #: LA9918792
 Subregion ID: I-710 Early Action Projects
 (Gateway Cities)

Project#: MR306.56
 FA# 9200000000MR30656

Fully Executed Contract	September 1, 2024	September 20, 2024
STREET IMPROVEMENT	October 2024	June 2025
ADA Improvements	October 1, 2024	June 30, 2025
Intersection Widening	October 1, 2024	June 30, 2025
AC/PCC Incidentals Pavement	October 1, 2024	June 30, 2025
Bus Shelters Installation	February 17, 2025	June 30, 2025
TRAFFIC SIGNAL IMPROVEMENT	October 2024	December 2025
Potholing and Foundation Work	October 1, 2024	June 30, 2025
Traffic Signal Modifications	October 1, 2024	December 31, 2025
TRAFFIC CONTROL	October 2024	December 2025
TMP	October 1, 2024	December 31, 2025

Project Corridor

0 500 1,000 Feet
(At original document size of 8.5x11)
1:12,000

Stantec

Project Location
City of Maywood, California
Slauson Ave. & Atlantic Blvd.

Prepared by CL on 2023-07-25
TR by SET on 2023-07-20
IR by GR on 2023-07-20

Client/Project
City of Maywood
Slauson Ave. & Atlantic Blvd. Congestion
Relief Improvements
IS/MD

Figure No.
2

Title
Project Corridor Map

Notes
1. Coordinate System: NAD 1983 StatePlane California V FIPS 0405 Feet
2. Data Sources: Stantec 2023
3. Background: NAIP Imagery 2022

Attachment E-1

Los Angeles Metropolitan Transportation Authority

2023 Federal Transportation Improvement Program (\$000)

TIP ID LA9918792		Implementing Agency Maywood, City of									
Project Description: To relieve congestion along Slauson Avenue corridor within the City of Maywood, to increase capacity, improve traffic flow and operations by reducing delay from equipment upgrades and traffic signal coordination and synchronization. - PE ONLY										SCAG RTP Project #: 1AL04 Study: N/A Is Model: YES Model #: PM: Veronica Alvarez - (323)562-5703 LS: N LS GROUP#: Conformity Category: TCM	
System :Local Hwy		Route :		Postmile:		Distance:		Phase: Engineering/Plans, Specifications and Estimates (PS&E)		Completion Date 12/31/2028	
Lane # Extd: 5 Lane # Prop: 5 Imprv Desc: signal synch						Air Basin: SCAB		Envir Doc: INITIAL STUDY/NEGATIVE DECLARATION -- CEQA - 06/30/2024			
Toll Rate: 0.00		Toll Colc Loc:		Toll Method:		Hov acs eg loc:		Uza: Los Angeles-Long Beach-Santa Ana		Sub-Area: Sub-Region: Gateway Cities COG	
Program Code: ITS02 - SIGNAL SYNCHRONIZATION Stop Loc:						CTIPS ID:		EA #:		PPNO:	

	PHASE	PRIOR	22/23	23/24	24/25	25/26	26/27	27/28	BEYOND	PROG	TOTAL
MR20H - Measure R 20% Highway	PE		\$445	\$0	\$0						\$445
	RW		\$0	\$594	\$0						\$594
	CON		\$0	\$0	\$6,379						\$6,379
	SUBTOTAL		\$445	\$594	\$6,379						\$7,418
	TOTAL		\$445	\$594	\$6,379						\$7,418
TOTAL PE: \$445			TOTAL RW: \$594		TOTAL CON: \$6,379			TOTAL PROGRAMMED: \$7,418			

- **General Comment:** Metro allocated additional funding for ROW and CON phases - only PE was previously funded
- **Modeling Comment:** Metro allocated additional funding for ROW and CON phases - only PE was previously funded
- **TCM Comment:** Metro allocated additional funding for ROW and CON phases - only PE was previously funded
- **Amendment Comment:**
- **CMP Comment:**
- **Narrative:**

Last Revised Amendment 23-27 - Submitted	Change reason: COST INCREASE	Total Project Cost	\$7,418
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AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 11.

DATE: April 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: OKAN DEMIRCI, CITY ENGINEER

SUBJECT: CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO S & H CIVIL WORKS FOR SIDEWALK REHABILITATION PROJECT FY 2023-2024 (CDBG) IN AN AMOUNT OF NOT-TO-EXCEED \$81,715 AND APPROVE THE PLANS AND SPECIFICATIONS FOR THE PROJECT

RECOMMENDATION:

Staff recommends that the City Council approve the plans and specifications for the Sidewalk Rehabilitation Project and award a Contract to S & H Civil Works for Sidewalk Rehabilitation Project FY 2023-2024 (CDBG) for a total amount of \$81,715 and authorize the City Manager to execute the contract in a form approved by the City Attorney.

BACKGROUND:

The project includes the removal of existing sidewalks and curb ramps at various locations Citywide and other incidental and appurtenant work necessary for the proper construction of new sidewalks and curb ramps. The proposed improvements will be completed within 40 working days.

On February 29, 2024, staff advertised Notice Inviting Bids (NIB) on the local newspaper in conformance with City of Maywood Municipal Code Section 3-7.04. Bids were due on March 20, 2024, at 2:00 p.m.

DISCUSSION:

On March 20, 2024, at 2:00 p.m., a total of eight (8) bids were received as shown below:

Contractor Name (from low to high cost)	Bid Amount
S & H Civil Works	\$81,715.00
FS Contractors, Inc.	\$86,147.00
Rojas Construction	\$90,830.00
TVR Construction Engineering LLC	\$107,725.00
CT & T Concrete Paving	\$112,863.58
Excel Paving Company	\$114,933.00
Gentry General Engineering, Inc.	\$122,190.00

WE R Builders, Inc.	\$132,800.00
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Staff conducted a bid analysis for the apparent lowest bidder, S & H Civil Works, and verified CA contractor's licensing, Department of Industrial Relations (DIR) registration, state and federal debarment files, and references. Based on the bid analysis, S & H Civil Works was found to be the lowest responsive bidder.

In addition, the City's contract engineer has reviewed the design plans and specifications for this project and in his opinion the project plans and specifications are reasonable and meet professional engineering standards. Therefore, it is recommended that the City Council approve the project plans and specifications, which are on file with the City.

Staff recommends City Council award a contract to S & H Civil Works for a total amount of \$81,715.00 and authorize the City Manager to execute the contract.

The proposed project is a project subject to CEQA. Staff has reviewed the proposed project and has determined that it is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15302: Replacement or reconstruction; (c) Replacement or reconstruction of existing utility and/or facilities involving negligible or no expansion of capacity.

LEGAL REVIEW:

City Attorney has reviewed this report.

FISCAL IMPACT:

The total estimated project cost of \$112,358.00 will be funded from CDBG funds budgeted in the FY 2023-2024 Capital Improvement Program.

Construction Contract	\$81,715.00
Contingency Budget allowance for unforeseen conditions as necessary (25%)	\$20,429.00
Total Construction Budget	\$102,144.00
Construction management and inspection (10% of construction budget)	\$10,214.00
Project Total	\$112,358.00

ATTACHMENT(S)

1. Attachment 1, Agreement with S&H Civil Works
2. Attachment 2, S&H Civil Works Bid
3. Attachment 3, Project Map & List

CONTRACT

CITY OF MAYWOOD CONTRACT FOR SIDEWALK REHABILITATION PROJECT FY 2023-2024 (CDBG)

THIS CONTRACT ("Contract") is made and entered this April 24, 2024 ("Effective Date"), by and between the CITY OF MAYWOOD, a California municipal corporation ("City") and S & H CIVIL WORKS, a California Corporation ("Contractor"). Contractor's California State Contractor's license number is 1008640; Class A. Contractor's DIR registration number is 1000034468.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Sidewalk Rehabilitation Project FY 2023-2024 (CDBG) ("Project"), as described in this Contract and in the Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of Eighty One Thousand Seven Hundred Fifteen dollars (\$81,715) in accordance with the prices as submitted in the Bid.
4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).
5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.
7. Workers' Compensation. 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 Labor Code Section 1861, by signing this Contract, the Contractor 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 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.”

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

11. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF MAYWOOD

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

Dated: _____

("CONTRACTOR")

By: _____

By: _____

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Maywood ("City"), State of California, has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as follows:

SIDEWALK REHABILITATION PROJECT FY 2023-2024 (CDBG)
(Project name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of __

Dollars (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. **DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Maywood ("City"), has awarded to _____

("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

SIDEWALK REHABILITATION PROJECT FY 2023-2024 (CDBG)

(Project name)

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____

Dollars (\$ _____), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California

Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. **DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.** Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

**WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE**

WHEREAS, the City of Maywood ("City") has required certain insurance to be provided by:

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

City of Maywood
City Hall

_____, California _____

The insureds under such policy or policies are:

-
2. Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

By: _____
Its Authorized Representative

ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Maywood ("City"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to City, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to City at:

City Manager
City of Maywood
City Hall

_____, California _____

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Contractual Liability | ☐ Explosion Hazard |
| ☐ Owners/Landlords/Tenants | ☐ Collapse Hazard |
| ☐ Manufacturers/Contractors | ☐ Underground Property Damage |
| ☐ Products/Completed Operations | ☐ Pollution Liability |
| ☐ Broad Form Property Damage | ☐ Liquor Liability |
| ☐ Extended Bodily Injury | ☐ _____ |
| ☐ Broad Form Comprehensive | ☐ _____ |
| ☐ General Liability Endorsement | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ *if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (_____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Maywood ("City"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to City, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to City at:

City Manager
City of Maywood
City Hall

_____, California _____

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Any Automobiles | ☐ Truckers Coverage |
| ☐ All Owned Automobiles | ☐ Motor Carrier Act |
| ☐ Non-owned Automobiles | ☐ Bus Regulatory Reform Act |
| ☐ Hired Automobiles | ☐ Public Livery Coverage |
| ☐ Scheduled Automobiles | ☐ _____ |
| ☐ Garage Coverage | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$_____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (_____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Maywood ("City"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to City, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to City at:

City Manager
City of Maywood
City Hall

_____, California _____

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
_____	_____	_____
_____	_____	_____
_____	_____	_____

- ☐ Following Form
☐ Umbrella Liability

☐ _____

11. Applicable underlying coverages:

INSURANCE COMPANY	POLICY NUMBER	AMOUNT
_____	_____	_____
_____	_____	_____
_____	_____	_____

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____
_____ applies to all coverage(s) except: _____
_____ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence
(*check one*).

14. This is an ☐ occurrence or ☐ claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy
Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

CHECKLIST FOR BIDDERS

The following information is required of all Bidders at the time of Bid submission:

- ☒ Completed and Signed Bid Cover Form
- ☒ Completed and Signed Bid Sheets
- ☒ Completed and Signed Questionnaire
- ☒ Completed References Form
- ☒ Resume of General Construction Superintendent/On-Site Construction Manager
- ☒ Completed Subcontractor Designation Form
- ☒ Completed and Signed Industrial Safety Record Form
- ☒ Completed, Signed and Notarized Bid Bond or Other Security Form
- ☒ Signed Non-collusion Declaration Form
- ☒ Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder
- ☒ Completion and submittal of all CDBG forms:

- Non-Collusion Declaration
- Non-Segregated Facilities Certification
- Past Performance Certification
- County Lobbying Certification
- Worker's Compensation Certification
- Contractor List of Proposed Subcontractors
- Notice of Equal Employment Opportunity Commitment
- Request for Additional Classifications and Rate (If Applicable)

Federal Lobbying Certification Failure of the Bidder to provide all required information in a complete and accurate manner may cause the Bid to be considered non-responsive.

Failure of the Bidder to provide all required information in a complete and accurate manner may cause the Bid to be considered non-responsive.

BID

CITY OF MAYWOOD

**SIDEWALK REHABILITATION PROJECT FY 2023-2024
(CDBG) PROJECT NO. 602609-23
CITY PROJECT NO.: 6221**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MAYWOOD:

The undersigned, as Bidder, declares that: (1) this Bid is made without collusion with any other person and that the only persons or parties interested as principals are those named herein; (2) the undersigned has carefully examined the Contract Documents (including all Addenda) and the Project site; and (3) the undersigned has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed, and the materials to be furnished. Furthermore, the undersigned agrees that submission of this Bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event the Contract be awarded to it, to execute the Contract with the City of Maywood to perform the Project in accordance with the Contract Documents in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except as may otherwise be furnished or provided under the terms of the Contract Documents, for the following stated unit prices or lump-sum price as submitted on the Bid herein.

Bidder acknowledges receipt of all addenda, as follows:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

The undersigned submits as part of this Bid a completed copy of its Industrial Safety Record. This Safety Record includes all construction Work undertaken in California by the undersigned and any partnership, joint venture or corporation that any principal of the undersigned participated in as a principal or owner for the last five (5) calendar years and the current calendar year before the date of Bid submittal. Separate information is being submitted for each such partnership, joint venture, or corporate or individual Bidder. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Safety Record. An explanation of the circumstances surrounding any and all fatalities is attached.

Accompanying this Bid is cash, a cashier's check, a certified check or a Bid Bond in an amount equal to at least ten percent (10%) of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of insurance and Bonds within fifteen (15) Days after delivery of the Contract to the undersigned, then the cash, check or Bid Bond shall be forfeited to the City to the extent permitted by law.

The undersigned certifies to have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License Number 1008640, Class A, which expires on 11/30/25.

Bidder's Name: S + H CIVILLWORKS

Signature: 

Title: Project Manager

Date: 3/20/24

Signature: _____

Title: _____

Date: _____

CITY OF MAYWOOD

BID SHEETS FOR

SIDEWALK REHABILITATION PROJECT FY 2023-2024

(CDBG) PROJECT ID NO.: 602609-23

CITY PROJECT NO.: 6221

Bidder's Name: S & H CIVILWORKS

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment, and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer, at the following prices:

BASE BID SCHEDULE					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
1.	Remove and construct PCC sidewalk per SPPWC STD Plan No: 112-2 & 113-2	1,841	SF	\$ <u>15</u>	\$ <u>27,615</u>
2.	Remove and construct curb and gutter per SPPWD STD Plan No: 120-3	56	LF	\$ <u>100</u>	\$ <u>5600</u>
3.	Remove and construct PCC curb ramp at various locations per SPPWC STD. Plan No: 111-5, case and type shall be field determined. Also see phasing requirements for curb ramp construction on the Special Provisions.	4	EA	\$ <u>8500</u>	\$ <u>34 000</u>
4.	Install detectable warning (truncated dome/glue-down) to existing compliant curb ramp per SPPWC STD. Plan No: 111-5. Two ramps need grinding at lip located at front of ramp.	7	EA	\$ <u>1500</u>	\$ <u>10 500</u>
5.	Remove and replace PCC cross gutter/spandrel at various locations per SPPWC STD Plan No: 122-3. This bid item shall be used at the locations of the proposed curb ramp improvements to replace damaged cross/longitudinal gutters, and to be field determined by the inspector.	80	SF	\$ <u>50</u>	\$ <u>4000</u>

BID

B-3

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

BASE BID SCHEDULE					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
TOTAL BASE BID AMOUNT IN NUMBERS					\$ <u>81,715⁰⁰</u>
TOTAL BASE BID AMOUNT IN WORDS: <u>Eighty One thousand Seven Hundred Fifteen & 0/100 cents</u>					

BID

B-4

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

The award of Contract shall be based on the TOTAL BASE BID AMOUNT.	
In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.	
Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.	A. Mobilization / Demobilization
	B. Traffic Control
	C. NPDES, WVECP, and Best Management Practices (BMPs), Public Convenience and Safety
	D. Construction Staking by Land Surveyor
	E. Clearing and Grubbing
The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.	
The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.	
All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.	
A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.	

TOTAL BID PRICE IN DIGITS: \$ 81,715⁰⁰

TOTAL BID PRICE IN WORDS: Eighty One Thousand Seven Hundred Fifteen

Signature: [Signature]

Title: President Date: 3/20/24

Signature: _____

Title: _____ Date: _____

QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary.

- (1) Bidder's Name: S & H CIVILWORKS
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.
- (3) Business Address: 1801 HILLTOP DR, COLTON CA 92324
- (4) Telephone: (909) 2061181 Facsimile: (909) 4988021
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: CORPORATION
- (6) Corporation organized under the laws of the State of: CALIFORNIA
- (7) California State Contractor's License Number and Class: 1008640 CLASS "A"
Original Date Issued: 2015 Expiration Date: 11/30/24
- (8) DIR Contractor Registration Number: 100034468
- (9) List the name and title of the person(s) who inspected the Project site for your firm:
JESSE SOTTO, PROJECT MANAGER
- (10) The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project WITHOUT QUESTION.
- Name of Person who inspected the site: Jesse SOTTO
Date of Inspection: 3/8/24
- (11) Number of years' experience the company has as a contractor in construction work: 9
- (12) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Bid:
- Jesse SOTTO - President
Jose Hermosillo - Vice President / Secretary

- (13) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:

N/A

- (14) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

None

- (15) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five (5) years:

- a. List the names, addresses and telephone numbers of contact persons for the parties:

None

- b. Briefly summarize the parties' claims and defenses:

None

- c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

None

- (16) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain.

None

- (17) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

None

- (18) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, explain.

None

- (19) For projects that the company or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

- a. By you against the owner? Circle one: Yes ☒ No
- b. By the owner against you? Circle one: Yes ☒ No
- c. By any outside agency or individual for labor compliance?
Circle one: Yes ☒ No
- d. By Subcontractors? Circle one: Yes ☒ No
- e. Are any of these claims or actions unresolved or outstanding?
Circle one: Yes ☒ No

If your answer is "yes" to any part or parts of this question, explain.

None

- (20) List the last three (3) projects you have worked on or are currently working on for the City of Maywood:

See attached

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Company

Signature: 

Title: President

Date: 3-20-24

Signature: _____

Title: _____

Date: _____

REFERENCES FORM

For all public agency projects in excess of \$15,000 that you are currently working on or have worked on in the past two (2) years, provide the following information:

Project 1 Name/Number See attached.

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 2 Name/Number _____

Project Description _____

Approximate Construction Date From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

BID

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BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 3 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ **Telephone:** _____

Address: _____

Original Contract Amount: \$ _____ **Final Contract Amount:** \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 4 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ **Telephone:** _____

Address: _____

Original Contract Amount: \$ _____ **Final Contract Amount:** \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 5 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ **Telephone:** _____

Address: _____

Original Contract Amount: \$ _____ **Final Contract Amount:** \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 6 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ **Telephone:** _____

Address: _____

Original Contract Amount: \$ _____ **Final Contract Amount:** \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

S&H CIVILWORKS
COMPLETED PROJECT REFERENCES PAST (3) YEARS

Project Owner	Project	Scope of Work	Contact	Contract Amount	Completion Date
City of Riverside 3900 Main Street Riverside CA 92522	Street Widening of Quite lane	Widening, Concrete and asphalt	Kevin Goodwin Project Manager (951) 318-3134 kgoodwin@riversideca.gov	\$60,000	June 2018
OMNITrans 1700 West 5 th St San Bernardino, CA 92411	ATP safe Route to Transit Project	Demo, sidewalk, ADA Ramps & Asphalt Paving	Thomas Dahlin Capital Project Manager/Inspector (951) 358-9322 thomas.dahlin@omnitrans.org	\$2.1M	December 2018
OMNITrans 1700 West 5 th St San Bernardino, CA 92411	Corona Avenue ATP safe Route to Transit Project	Demo, sidewalk, ADA Ramps & Asphalt Paving	Thomas Dahlin Capital Project Manager/Inspector (951) 358-9322 thomas.dahlin@omnitrans.org	\$308,000	April 2019
City of San Bernardino 201 N "E" Street, san Bernardino CA	Annual Concrete Repair & ADA Access Ramp Project	Demo, sidewalk, driveway, ADA Ramps & cross gutter	Nathan Toczek City Inspector (760) 963-2085 toczek_na@sbccity.org	\$2.1M	April 2019
City of Santa Barbara 630 Garden Street, Santa Barbara CA	Measure A Cycle 3 Sidewalk Infill Project	Roadway Improvement, concrete, storm drainage, retaining walls, Ramps & Asphalt Paving	Ken Young – Project Manager (805) 560-7568 kyoung@santabarbaraca.gov	\$1.1M	December 2019
County of Riverside 2950 Washington St, Riverside, CA 92504	Mayberry Avenue Sidewalk Project – Hemet CA	Roadway Improvement, concrete sidewalk, cross gutter and ramps	Trai Nguyen – Principal Inspector (951) 961-5363 trnguyen@rivco.org	\$316,000	February 2020
City of Costa Mesa 77 Fair Drive Costa Mesa CA	City Parkway Maintenance Project	Citywide concrete repair curb, gutter, sidewalk, driveway and ADA Ramps	Cristina Oquendo Project Manager (714) 754-5015 cristina.oquendo@costamesaca.gov	\$3.2M	May 2020
City of Newport 100 Civic Center Drive, Newport Beach, CA 92660	Concrete Replacement Project	Demo, Curb, Gutter, Sidewalk, ADA Ramps, Cross gutter & Asphalt	Ben Davis PE– Project Manager (949) 644-3317 bdavis@newportbeachca.gov	\$763,500	July 2020
City of Loma Linda 26000 Barton Road, Loma Linda 92354	ADA Access Ramp Installation Project	Demo, sidewalk, driveway, ADA Ramps & cross gutter	Alex Rubalcava City Inspector (909) 478-4263 erubalcava@lomalinda-ca.gov	\$113,000	August 2020
City of West Hollywood 8300 Santa Monica West Hollywood, CA 90069	CDBG Concrete Repair Project	Demo, sidewalk, driveway, ADA Ramps & cross gutter	Mila Solugob Project Manager Inspector (323) 848-6338 msologub@weho.org	\$311,000	October 2020

S&H CIVILWORKS
COMPLETED PROJECT REFERENCES PAST (3) YEARS

Project Owner	Project	Scope of Work	Contact	Contract Amount	Completion Date
City of Perris 1015 S G St, Perris, CA 92570	A Street and Nuevo Road Project	Demo, sidewalk, driveway, ADA Ramps, cross gutter and asphalt	Brad Brophy Project Manager Inspector (951) 943-6504 brad@trilakeconsultants.com	\$298,000	November 2020
City of Newport 100 Civic Center Drive, Newport Beach, CA 92660	Concrete Repair Program Project	Street Reconstruction; Concrete Repair	Ben Davis PE – Project Manager (949) 644-33 17 bdavis@newportbeachca.gov	\$700K	July 2021
City of Newport 100 Civic Center Drive, Newport Beach, CA 92660	Concrete Alley and Street Replacement Project	Street Reconstruction; Concrete, drainage and PCC pavement	Patricia Carpenter PE– Project Manager (949) 644-3344 pcarpenter@newportbeachca.gov	\$2.2M	November 2021
City of Chino Hills 14000 City Center Dr, Chino Hills CA	5 Year On-Call contract Project 2019-2024	Remove and reconstruction of curb, gutter, driveway sidewalk and ramp	Jerry Barragan Superintendent (909) 573-4355 jbarragan@chinohills.org	\$225K/Yr	On-going
City of Corona 400 S. Vicentia Ave Corona, CA 92882	Oak Avenue Sidewalk Improvement Project	Street Reconstruction; Concrete and PCC pavement	Julianna Zaleski Project Manager (951) 736-2264 julianna.zaleski@coronaca.gov	\$550K	April 2022
County of Riverside 2950 Washington St, Riverside, CA 92504	Carver Tract Sidewalk Improvement Replacement Project	Street Reconstruction; Concrete, drainage and Asphalt pavement	Trai Nguyen –Supervisor Principal Inspector (951) 961-5363 trnguyen@rivco.org	\$1.5M	November 2022
County of Riverside 2950 Washington St, Riverside, CA 92504	El Toro Road/Dexter Road Project	Street Reconstruction; Concrete, drainage and Asphalt pavement	Steve Wann – Principal Inspector (951) 961-5946 swann@rivco.org	\$1.5M	November 2022
City of Orange 300 E Chapman Ave, Orange, CA 92866	Annual Concrete at Various location	Remove and reconstruction of curb, gutter, driveway sidewalk and ramp	Evan Arnold Construction Inspector (714) 602-0111 Earnold@CityofOrange.org	\$1.1M	October 2023
City of Lake Forest 100 Civic Center Dr, Lake Forest CA	Phase 13 – CDBG ADA Ramp	Remove and reconstruction of curb, gutter, driveway sidewalk and ramp	Nazila Mokarram Principal Engineer (949) 461-3490 nmokarram@lakeforestca.gov	\$104K	November 2023
City of Yorba Linda 4845 Casa Loma Ave, Yorba Linda, CA 92886	2 Year On-Call contract Project 2022-2024	Remove and reconstruction of curb, gutter, driveway sidewalk and ramp	Armando Jaime Superintendent (714) 814-4687 ajaime@yorbalingaca.gov	\$400K/Yr	On-going

RESUME

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Project.

JOSE LEONCIO HERMOSILLO

6071 Moon Place, Jurupa Valley, CA 91752 • Tel. No. 1(909) 399-9420

SUMMARY OF QUALIFICATIONS:

Has more than 25 years experience in construction and direct supervision of various public works and roadway rehabilitation projects including, demolition, installation of concrete structures, drainage, asphalt paving and underground utilities.

WORK EXPERIENCE:

S&H CIVILWORKS – Colton, CA

06/2015 – PRESENT

VICE PRESIDENT - OPERATIONS

Duties: Responsible for the entire operations of the company including site supervision and management of workers, maintaining safety, productivity, and high quality of the project

GENTRY BROTHERS INC. – Irwindale, CA

2012 - 2015

EQUIPMENT OPERATOR/CEMENT MASON

Projects Involved:

City of Pomona – Major Street Rehabilitation-Citywide (FY12/13), Project No. 21768547 (3,365,810)

County of Los Angeles – Project ID RDC0015528 Ballentine Place Roadway Reconstruction (\$4,208,250)

City of Walnut – Kern Way Alley Improvement Project (\$82,490)

City of Monrovia – Ridgeside Drive Sewer Main replacement (\$122,055)

City of La Verne – 2014/15 PMS ARAM/Conventional AC and Slurry Seal Program (\$609,001)

KORMX INC. – Walnut, CA

2009 - 2012

EQUIPMENT OPERATOR/CEMENT MASON

Projects Involved:

City of Baldwin Park – Construction of the CDBG ARRA Street Improvements (\$276,505)

City of Rosemead – Sidewalk, Curb and Gutter Replacement Project (\$142,057)

City of Redlands – Ed Hales Park Improvement Project (\$493,487.90)

County of Riverside – Rubidoux Boulevard Street Improvement Phase II (\$334,486)

PORTSMOUTH CONSTRUCTION INC – Chino, CA

2003 - 2009

FOREMAN/SUPERINTENDENT

Projects Involved:

City of Maywood – Sidewalk Reconstruction Project Phase IV FY 2006/2007 (\$499,837)

City of Maywood – Sidewalk Reconstruction Project Phase V (\$311,359)

City of Pico Rivera – City Wide Curb and Gutter Rehabilitation Project No. 21153 (\$488,560)

City of Colton – Citywide Concrete CDBG#104-31105/2900 104-31305 (\$722,446.12)

City of West Hollywood – Concrete Repair Program (\$475,850)

City of Beverly Hills – Annual Infrastructure Repairs in Various locations (\$544,152)

City of Santa Ana – 2007 & 2008 Omnibus Concrete Repair (\$488,407)

DESIGNATION OF SUBCONTRACTORS [Public Contract Code Section 4104]

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Dollar Amount
	—	none —			

The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

Contractor shall perform, with its own organization (rather than with Subcontractors), Work amounting to at least fifty percent (51%) of the Contract Price.

INDUSTRIAL SAFETY RECORD FORM

Bidder's Name SAH Civilworks

	Current Year of Record	2023	2022	2021	2020	2019	Total
Number of contracts	1	3	2	4	4	7	21
Total dollar amount of contracts (in thousands of dollars)	\$500K	\$2M	\$3M	\$3.5	\$4.5	\$3.5	\$21M
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	0	0	0	0	0	0
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of California that the information is true and accurate within the limitations of those records.

Signature: [Signature]
Title: President
Date: 3-20-24

Signature: _____
Title: _____
Date: _____

**NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]**

The undersigned declares:

I am the President of S+H Civilworks, 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 3/20/24 [date], at Colton [city], CA [state].

Signature: _____

Printed Name: _____

Date: _____


Jesse Sotto
3/20/24

Signature: _____

Printed Name: _____

Date: _____

BID

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BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

California Public Contract Code requires every bid on every public works contract of a public to include a declaration under penalty of perjury under the laws of the State of California, in the following form:

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President of SAH Civilworks, the party making the foregoing bid.

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

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

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

3/20/24 Colton CA

NON-SEGREGATED FACILITIES CERTIFICATION

Federally Assisted Construction Projects

The federally assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers are prescribed in 18 U.S.C. 1001.

Date: 3/20/24 Project Number: 6221
Company: SAH Civilworks
Address: 1801 Hilltop Dr Altamonte CA 92324
By: [Signature] Jesse Soto
Title: President

PAST PERFORMANCE CERTIFICATION

With regard to performance of previous contracts or subcontracts subject to the Equal Opportunity Clause and filing of required reports

The ☐ bidder, ☐ proposed sub-contractor, hereby certifies that he/she ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she ☐ has, ☐ has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance (OFCCP), a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: 3/20/24 Project Number: 6221 Contract Award: \$ _____

Awarding Agency: City of Maywood

Contractor Name: St H Grilworks Total Number of Employees 8

Affiliate Company: _____

By: [Signature]

Title: President

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
 - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
 - b. Serve as a depository of Government funds in any amount, or
 - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

**COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031
CERTIFICATION**

Name of Firm: S&H Civilworks
Address: 1901 Hilltop Dr
State: CA Zip Code: 90224 Telephone Number: (909) 206 1121

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Los Angeles County Development Authority (LACDA).

- 1) It is understood that each person/entity/firm who applies for a Los Angeles County Development Authority contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;
- 2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
- 3) That any person/entity/firm who seeks a contract with the Los Angeles County Development Authority shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with Los Angeles County and the Los Angeles County Development Authority.

Authorized Official:

 S&H Civilworks By: Jesse Sotto
(Contractor/Subcontractor) (Signature)
3/20/24 President
(Date) (Title)

WORKER'S COMPENSATION CERTIFICATION

I certify, by my signature below, that I am aware of the provisions of Section 3700 of the California Labor Code. §3700 requires every employer be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code. I further certify that I will comply with such provisions before commencing the performance of the work of this contract.

Date: 3/20/24 Project Number: 6221
Project Name: CDBG 602609
Company Name: S & H Civilworks
Address: 1801 Hilltop Dr
Print Name: Jesse Soto
Title: President
Signature: 

CONTRACTOR LIST OF PROPOSED SUBCONTRACTORS

Bidder must list all subcontracts, regardless of dollar amount or percentage of bid.

PROJECT NAME CDBG Proj. 602609

City of Maywood
AWARDING AGENCY

AWARDING AGENCY

Project Number:

[illegible]

Handwritten signature

Signature

Jesse Sotth President

Name and Title

9-20-24

Date _____

Split Civilworks

Company Name

EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

TO: Labor Union
(Name of Labor Union, Workers Representative, etc.)

(Address)

Name of Business (Contractor): SD # Civilworks
Project Name: CDBG 602609 Project Number: 6221

The Undersigned currently holds a contract with _____, involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Jesse Soto
(Print Name)

By: [Signature]
(Signature)

9/20/24
(Date)

President
(Title)

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE**

HUD FORM 4230A
OMB Approval Number 2501-0011
(Exp. 8/31/2022)

1. FROM (name and address of requesting agency)	2. PROJECT NAME AND NUMBER CDBG 602602-23
4. BRIEF DESCRIPTION OF PROJECT	3. LOCATION OF PROJECT (City, County and State) 5. CHARACTER OF CONSTRUCTION ☐ Building ☐ Heavy ☐ Highway ☐ Residential ☐ Other (specify)
6. WAGE DECISION NO. (include modification number, if any) ☐ COPY ATTACHED	DATE of WAGE DECISION: 7. WAGE DECISION EFFECTIVE DATE (LOCK-IN):

8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)

9. PRIME CONTRACTOR (name, address) 9b. SIGNATURE DATE	9a. ☐ Agree ☐ Disagree	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)
--	---	---

Check All That Apply:

- ☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- ☐ The proposed classification is utilized in the area by the construction industry.
- ☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- ☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- ☐ Supporting documentation attached, including applicable wage decision.

Check One:

- ☐ **Approved, meets all criteria. DOL confirmation requested.**
- ☐ **One or more classifications fail to meet all criteria. DOL decision requested.**

Agency Representative <i>(Typed name and signature)</i> Date Phone Number	FOR HUD USE ONLY LR2000: Log in: Log out:
--	--

FEDERAL LOBBYIST CERTIFICATION

Name of Firm: S&H Civilworks
Address: 1801 Hilltop Dr
State: CA Zip Code: 92324 Telephone Number: (909) 2061181

Acting on behalf of the above named firm as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the Los Angeles County Development Authority (LACDA).

- 1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

S&H Civilworks
(Contractor/Subcontractor)
3/20/24
(Date)

By: Jesse Sotter
(Signature)
President
(Title)

Certification of Understanding and Authorization

This certification is required when a *Payroll Officer* is not listed on the business license
(03/30/17)

Contractor Name: S & H Civilworks
Project Name: CDBG ID 602609 CDBG Project Number: _____
Project Location: City of Maywood
Local Contracting Agency (LCA): _____
Labor Standards Officer (LSO): _____ Telephone: _____

The contractor certifies, by signature below, that the designated payroll officer has received a copy of the federal wage decision assigned to this project as identified below;

► CA _____ Modification Number _____ Dated _____

The payroll officer acknowledges, by signature below, that she/he have also received, read, and understands the following provision and publication;

- **Federal Labor Standards Provisions** (HUD-4010 form), and
- **Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects.**

Further, the person designated as the *Payroll Officer* understands the labor standards reporting requirements applicable to the above listed project, and she/he is hereby authorized to sign the *Statement of Compliance* form that will accompany each weekly payroll report for this project on behalf of the contractor.

S & H Civilworks

Contractor's Business Name

1008640

License Number

Jesse Soto

Print Name of Owner or Principal listed on the business license

[Signature]

Signature of Owner or Principal listed on the business license

President

Title

3/20/24

Date

Reynoldy Soto

Print Name of Payroll Officer

[Signature]

Signature of Payroll Officer

Bond No. N/A

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Maywood ("City"), has issued an invitation for Bids for the Work described as follows: Sidewalk Rehabilitation Project FY 2023-2024 (CDBG), City Project #6221

WHEREAS S&H Civilworks, 1801 Hilltop Dr, Colton, CA 92324
(Name and address of Bidder)

("Principal"), desires to submit a Bid to City for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and Philadelphia Indemnity Insurance Company
800 E. Colorado Blvd., Pasadena, CA 91101
(Name and address of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____
Ten percent of amount bid

Dollars (\$ 10%), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

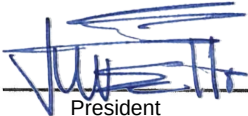
In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: March 19, 2024

“Principal”

S&H Civilworks
1801 Hilltop Dr, Colton, CA 92324

By: 
Its: President

By: _____
Its: _____

“Surety”

Philadelphia Indemnity Insurance Company
800 E. Colorado Blvd., Pasadena, CA 91101

By: 
Its: Adriana Valenzuela, Attorney-in-Fact

By: _____
Its: _____

Note: This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

TATE OF CALIFORNIA
DEPARTMENT OF INSURANCE Nº 07927
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Philadelphia Indemnity Insurance Company

of Bala Cynwyd, Pennsylvania , organized under the
laws of Pennsylvania , subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Plate Glass,
Liability, Boiler and Machinery, Burglary,
Sprinkler, Automobile, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 14th
day of October, 2004, I have hereunto
set my hand and caused my official seal to be affixed this
14th day of October, 2004.



John Garamendi
Insurance Commissioner

By

Victoria S. Sidbury
Victoria S. Sidbury
for Ida Zodrow Secretary
Asst. Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Cynthia J. Young, Adriana Valenzuela and Kassandra DeLeon of Alliant Insurance Services, Inc.** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

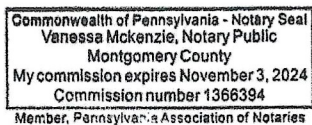
(Seal)



John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 19th day of March, 20 24



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

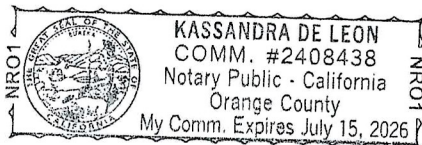
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)
On MAR 19 2024 before me, Kassandra De Leon, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Adriana Valenzuela
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

CITY OF MAYWOOD, CALIFORNIA

ADDENDUM #1

**BIDDING AND CONTRACT DOCUMENTS, PLANS AND
SPECIFICATIONS
for**

SIDEWALK REHABILITATION PROJECT FY 2023-2024 (CDBG)

Date Issued: March 8, 2024

Addendum for: Sidewalk Rehabilitation Project FY 2023-2024 (CDBG)

Addendum No.: 1

Addendum Date: March 8, 2024

Issued by: City of Maywood

Reminder 1: Bid due date remains unchanged. Bids are due at 2:00 PM on March 20, 2024.

Reminder 2: Please acknowledge receipt of this Addendum in your proposal.

Addendum 1 revises the following:

Revised Federal Wage Decision (March 8, 2024), please see Attachment A – Revised Federal Wage Decision per Addendum 1.

Attachments:

Attachment A – Revised Federal Wage Decision per Addendum 1

Issued by City of Maywood

Attachment A – Revised Federal Wage Decision per Addendum 1

Superseded General Decision Number: CA20230022

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	02/02/2024

3	02/09/2024
4	02/23/2024
5	03/08/2024

ASBE0005-002 09/01/2023

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 36.97	20.36

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 23.52	13.37

BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER.....	\$ 51.98	42.11

* BRCA0004-007 05/01/2020

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 41.53	19.48

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2022

	Rates	Fringes
MARBLE FINISHER.....	\$ 37.87	14.13
TILE FINISHER.....	\$ 32.44	12.54
TILE LAYER.....	\$ 45.05	18.33

BRCA0018-010 09/01/2022

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 38.37	14.13

TERRAZZO WORKER/SETTER.....\$ 46.49 14.66

CARP0213-001 07/01/2021

Rates Fringes

CARPENTER

(1) Carpenter, Cabinet
Installer, Insulation
Installer, Hardwood Floor
Worker and acoustical
installer.....\$ 51.60 16.28
(2) Millwright.....\$ 52.10 16.48
(3) Piledrivermen/Derrick
Bargeman, Bridge or Dock
Carpenter, Heavy Framer,
Rock Bargeman or Scowman,
Rockslinger, Shingler
(Commercial).....\$ 51.73 16.28
(4) Pneumatic Nailer,
Power Stapler.....\$ 51.85 16.28
(5) Sawfiler.....\$ 51.69 16.28
(6) Scaffold Builder.....\$ 42.80 16.28
(7) Table Power Saw
Operator.....\$ 51.70 16.28

FOOTNOTE: Work of forming in the construction of open cut
sewers or storm drains, on operations in which horizontal
lagging is used in conjunction with steel H-Beams driven or
placed in pre- drilled holes, for that portion of a lagged
trench against which concrete is poured, namely, as a
substitute for back forms (which work is performed by
piledrivers): \$0.13 per hour additional.

CARP0213-002 07/01/2021

Rates Fringes

Diver

(1) Wet.....\$ 834.40 16.28
(2) Standby.....\$ 445.84 16.28
(3) Tender.....\$ 437.84 16.28
(4) Assistant Tender.....\$ 413.84 16.28

Amounts in "'Rates' column are per day

CARP0213-004 07/01/2021

Rates Fringes

Drywall

DRYWALL INSTALLER/LATHER...\$ 51.60 16.28
STOCKER/SCRAPPER.....\$ 22.16 8.62

CARP0721-001 07/01/2021

Rates Fringes

Modular Furniture Installer.....\$ 21.85 7.15

ELEC0011-004 06/30/2023

Rates Fringes

ELECTRICIAN (INSIDE
ELECTRICAL WORK)

Journeyman Electrician.....\$ 60.80 3%+29.77

ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV, and Underground Systems)		
Journeyman Transportation		
Electrician.....	\$ 60.80	3%+29.77
Technician.....	\$ 45.60	3%+29.77

FOOT NOTE:
 CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per
 hour above Journeyman Electrician basic hourly rate.
 TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:
 Installation of street lights and traffic signals,including
 electrical circuitry, programmable controllers,
 pedestal-mounted electrical meter enclosures and laying of
 pre-assembled multi-conductor cable in ducts, layout of
 electrical systems and communication installation,
 including proper position of trench depths and radius at
 duct banks, location for man
 holes, pull boxes, street lights and traffic signals.
 Installation of underground ducts for electrical,telephone,
 cable television and communication systems.
 Pulling,termination and
 splicing of traffic signal and street lighting conductors and
 electrical systems including interconnect,detector loop,
 fiber optic cable and video/cable.

TECHNICIAN:
 Distribution of material at job site, manual excavation and
 backfill, installation of system conduits and raceways for
 electrical, telephone, cable television and communication
 systems. Pulling, terminating and splicing of traffic signal
 and street lighting conductors and electrical systems
 including interconnect, detector loop, fiber optic cable
 and video/data.

 * ELEC0011-007 01/01/2024

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent
 Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 46.47	3%+17.08

SCOPE OF WORK The work covered shall include the
 installation, testing, service and maintenance, of the
 following systems that utilize the transmission and/or
 transference of voice, sound, vision and digital for
 commercial, education, security and entertainment purposes
 for TV monitoring and surveillance, background foreground
 music, intercom and telephone interconnect, inventory
 control systems, microwave transmission, multi-media,
 multiplex, nurse call system, radio page, school intercom
 and sound, burglar alarms and low voltage master clock
 systems.

A. Communication systems that transmit or receive information
 and/or control systems that are intrinsic to the above
 listed systems SCADA (Supervisory control/data acquisition
 PCM (Pulse code modulation) Inventory control systems

Digital data systems Broadband & baseband and carriers
 Point of sale systems VSAT data systems Data communication
 systems RF and remote control systems Fiber optic data
 systems

B. Sound and Voice Transmission/Transference Systems
 Background-Foreground Music Intercom and Telephone
 Interconnect Systems Sound and Musical Entertainment
 Systems Nurse Call Systems Radio Page Systems School
 Intercom and Sound Systems Burglar Alarm Systems
 Low-Voltage Master Clock Systems Multi-Media/Multiplex
 Systems Telephone Systems RF Systems and Antennas and Wave
 Guide

C. *Fire Alarm Systems-installation, wire pulling and
 testing.

D. Television and Video Systems Television Monitoring and
 Surveillance Systems Video Security Systems Video
 Entertainment Systems Video Educational Systems CATV and
 CCTV

E. Security Systems, Perimeter Security Systems, Vibration
 Sensor Systems
 Sonar/Infrared Monitoring Equipment, Access Control Systems,
 Card Access Systems

*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in
 raceways performed at the current electrician wage rate and
 fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 64.40		22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 50.00		21.30
(3) Groundman.....\$ 38.23		20.89
(4) Powderman.....\$ 51.87		18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
 Independence Day, Labor Day, Veterans Day, Thanksgiving Day
 and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 66.63		37.885+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly
 rate as vacation pay credit for employees with more than 5
 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence

Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday
after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 64.10	34.60
(2) Dredge dozer.....	\$ 58.13	34.60
(3) Deckmate.....	\$ 58.02	34.60
(4) Winch operator (stern winch on dredge).....	\$ 57.47	34.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	34.60
(6) Barge Mate.....	\$ 57.54	34.60

ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 53.90	32.80
GROUP 2.....	\$ 54.68	32.80
GROUP 3.....	\$ 54.97	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 6.....	\$ 56.68	32.80
GROUP 8.....	\$ 56.79	32.80
GROUP 10.....	\$ 56.91	32.80
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80

OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 55.25	32.80
GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80
GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80
GROUP 10.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80

OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80

GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable);Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator;

Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity,

manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator;
Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO,
KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 42.53	26.26
Ornamental, Reinforcing and Structural.....	\$ 47.45	34.90

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Seale, Vandenberg AFB
Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00300-001 07/01/2022

	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

LAB00300-003 07/01/2022

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 45.68	23.30
GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30
GROUP 4.....	\$ 47.15	23.30
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete
screeding for rough strike-off; Concrete, water curing;
Demolition laborer, the cleaning of brick if performed by a
worker performing any other phase of demolition work, and
the cleaning of lumber; Fire watcher, limber, brush loader,
piler and debris handler; Flag person; Gas, oil and/or
water pipeline laborer; Laborer, asphalt-rubber material
loader; Laborer, general or construction; Laborer, general
clean-up; Laborer, landscaping; Laborer, jetting; Laborer,
temporary water and air lines; Material hose operator
(walls, slabs, floors and decks); Plugging, filling of shee
bolt holes; Dry packing of concrete; Railroad maintenance,
repair track person and road beds; Streetcar and railroad
construction track laborers; Rigging and signaling; Scaler;
Slip form raiser; Tar and mortar; Tool crib or tool house
laborer; Traffic control by any method; Window cleaner;
Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars;; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LAB00300-005 08/01/2022

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 39.23	23.28

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 48.50	21.37
GROUP 2.....	\$ 47.55	21.37
GROUP 3.....	\$ 44.01	21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB01184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	18.25
(2) Vehicle Operator/Hauler.	\$ 40.86	18.25
(3) Horizontal Directional Drill Operator.....	\$ 42.71	18.25
(4) Electronic Tracking Locator.....	\$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	21.32
GROUP 4.....	\$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LAB01414-001 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 38.92	23.32
PLASTER TENDER.....	\$ 41.47	23.32

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 38.52	18.64

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-006 09/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South on Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hwy. #14, South to Hwy. #18, East to Hwy. #395.....	\$ 42.15	23.52
Remainder of Los Angeles County.....	\$ 46.28	23.52

PAIN0036-015 01/01/2020

	Rates	Fringes
GLAZIER.....	\$ 43.45	23.39

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PAIN1247-002 01/01/2024

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 43.20	18.03

PLAS0200-009 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.50	25.91

* PLUM0016-001 09/01/2023

	Rates	Fringes
PLUMBER/PIPEFITTER		
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 42.49	23.86
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 57.18	26.51

 PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 40.20	25.90
Sewer & Storm Drain Work....	\$ 44.29	23.28

 ROOF0036-002 08/13/2023

	Rates	Fringes
ROOFER.....	\$ 46.02	20.05

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

 SFCA0669-013 01/01/2024

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 45.31	27.91

 SFCA0709-005 09/01/2023

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 54.29	32.00

SHEE0105-002 07/01/2023

LOS ANGELES (South of a straight line between Gorman and Big Pines including Catalina Island)

	Rates	Fringes
SHEET METAL WORKER		
(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....	\$ 33.10	10.56
(2) Modernization : Excluding New Construction - Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equipment.....	\$ 33.10	10.56

SHEE0105-003 01/01/2024

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 56.95	30.04
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechatural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 56.95	30.04

SHEE0105-004 07/01/2023

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 45.98	29.24

TEAM0011-002 07/01/2023

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 38.19	33.69
GROUP 2.....	\$ 38.34	33.69
GROUP 3.....	\$ 38.47	33.69
GROUP 4.....	\$ 38.66	33.69
GROUP 5.....	\$ 38.69	33.69
GROUP 6.....	\$ 38.72	33.69

GROUP 7.....	\$ 38.97	33.69
GROUP 8.....	\$ 39.22	33.69
GROUP 9.....	\$ 39.42	33.69
GROUP 10.....	\$ 39.72	33.69
GROUP 11.....	\$ 40.22	33.69
GROUP 12.....	\$ 40.65	33.69

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,
El Centro Naval Facility, Fort Irwin, Marine Corps
Logistics Base at Nebo & Yermo, Mountain Warfare Training
Center, Bridgeport, Point Arguello, Point Conception,
Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2
axles; Traffic control pilot car excluding moving heavy
equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3
axles; Boot person; Cement mason distribution truck; Fuel
truck driver; Water truck - 2 axle; Dump truck, less than
16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete
truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire
person (\$0.50 additional for tire person); Pipeline and
utility working truck driver, including winch truck and
plastic fusion, limited to pipeline and utility work;
Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck,
6-1/2 yds. water level and over; Vehicle or combination of
vehicles - 4 or more axles; Oil spreader truck; Dump truck,
16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver;
Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck
repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles
or over

GROUP 10: Dump truck - 50 yds. or more water level; Water
pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine
with attachments; Winch truck driver - \$1.25 additional
when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

City of Maywood
FY 2023-2024 CDBG Sidewalk Improvements Project
Location List

All locations in the project are in the City of Maywood within the project boundary shown in Appendix C.
The total area of sidewalks to be replaced shall not exceed 1,841 SQ. FT.
The list below is part of the total sidewalk remove and replace locations.
Actual areas shall be based on areas marked in the field and measured for payment.
The locations and areas can vary. Contractor and inspector will mark all locations before the start of construction.

Address	Street	Area of Sidewalk (SQ. FT.)	Curb & Gutter (LF)
4034	58 th St	20	
4019	58 th St	16	
4018 (Carmelita Ave Side)	58 th St	104	
4012	58 th St	28	
4003	58 th St	38	
4002	58 th St	12	
3824	58 th St	20	
3822	58 th St	52	
3711	58 th St	84	
4105	57 th St	80	
3745	57 th St	40	
3720	57 th St	32	
3700	57 th St	40	
Across from 3647	57 th St		10
3647	57 th St	84	
3641	57 th St	84	25
3629	57 th St	20	
3627	57 th St	80	
3621	57 th St	16	
3619	57 th St	44	
3601	57 th St	32	
4718	56 th St	44	
4712	56 th St		15
4708	56 th St	56	
4636	56 th St	88	
4227	56 th St	36	
4124	56 th St	32	
3658 (Loma Vista Side)	56 th St	24	
3658	56 th St	28	
3638	56 th St		6
3571	56 th St	72	
30' South of 6053 Clarkson	Clarkson Ave	135	
6053	Clarkson Ave	49	

Exhibit D
City of Maywood
FY 2023-2024 CDBG Sidewalk Improvements Project
Location List

Address	Street	Area of Sidewalk (SQ. FT.)	Curb & Gutter (LF)
30' South of 6038 Clarkson. Across from 6053 Clarkson	Clarkson Ave	48	
6035	Clarkson Ave	32	
6031	Clarkson Ave	28	
6021	Clarkson Ave	15	
Across from 6014	Clarkson Ave	92	
SE Corner of Clarkson/60 th . Across from 4435 60 th	Clarkson Ave	60	
5275	Atlantic Blvd	20	
4600 (In Between Atlantic/Cudahy)	52 nd St	24	
5229	Cudahy Ave	32	
	Total:	1,841 SF	56 LF

Curb Ramps (4): - All 4 curb ramps at the intersection of 60th Street and Pine Avenue near St Rose of Lima School.

Detectable Warning Surface (7):

- 1 at the northeast corner of 56th Street and King Avenue near the Maywood Center for Enriched Studies.
- 4 at the intersection of 58th Street and Carmelita Avenue near the Loma Vista School.
- 2 at the intersection of 60th Street and Clarkson Avenue near St Rose of Lima School. Contractor to grind curb ramp lip at front of ramp until flush with gutter surface.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 12.

DATE: April 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: DAISY GUERRERO, DEPUTY CITY CLERK/ASSISTANT TO THE CITY MANAGER

SUBJECT: CONSIDERATION OF APPROVAL OF RESOLUTION NO. 6347 URGING PRIME HEALTHCARE TO REINSTATE EMPLOYMENT OF THE NINE HEALTHCARE WORKERS AT ST. FRANCIS MEDICAL CENTER

RECOMMENDATION:

Staff recommends that the City Council consider approving Resolution No. 6347 urging Prime Healthcare to reinstate employment of nine healthcare workers at St. Francis Medical Center.

BACKGROUND:

The City Council is committed to supporting local healthcare professionals as it ensures accessible healthcare, promotes public health, and contributes to the overall well-being of the communities St. Francis Medical Center, including City of Maywood residents.

DISCUSSION:

The City Council supports Prime Healthcare registered nurses and frontline healthcare workers, and understand that this support encourages constructive dialogue and advocates for the fair treatment and well-being of the healthcare professionals at St. Francis Medical Center. The attached resolution is a testament to the fostering of Prime Healthcare registered nurses and frontline healthcare workers, and calls for furtherance of good-faith negotiations.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact with the approval of this resolution.

ATTACHMENT(S)

1. Resolution No. 6347 St. Francis Medical RN Support

RESOLUTION NO. 6347

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, URGING PRIME HEALTHCARE TO REINSTATE EMPLOYMENT OF THE NINE REGISTERED NURSES AND FRONTLINE HEALTHCARE WORKERS AT PRIME ST. FRANCIS MEDICAL CENTER IN LYNWOOD

WHEREAS the nine Registered Nurses and frontline healthcare workers who were terminated at the Prime Healthcare-owned hospital in Lynwood are member leaders of SEIU-United Healthcare Workers West (SEIU-UHW) and United Nurses Associations of California/Union of Health Care Professionals (UNAC/UHCP), which represent the healthcare employees at Prime St. Francis Medical Center;

WHEREAS the nine Prime St. Francis Medical Center healthcare workers were terminated for engaging in concerted union activity, speaking up for better working conditions and safer staffing after they responsibly delivered their concerns and support letters from various local elected officials, including Los Angeles County Supervisor Janice Hahn, to corporate leadership at Prime headquarters. These letters underscored the urgent need for safer staffing levels and improvements in working conditions to enhance patient care;

WHEREAS hundreds of dedicated frontline healthcare workers at Prime St. Francis Medical Center found themselves on their second unfair labor practice strike this year. This action comes after months of attempting to address long-standing issues such as understaffing, worker turnover, and patient care concerns through bargaining. Regrettably, these efforts have been met with bad faith bargaining, threats, intimidation, retaliation, and other unfair labor practices by Prime Healthcare management;

WHEREAS the firing of the Registered Nurses and other healthcare workers at Prime St. Francis Medical Center who bravely spoke out about their working conditions and patient care concerns during a global pandemic sends a chilling message to other frontline healthcare workers advocating for themselves and their patients. And it raises concerns among patients that their caregivers are terminated for expressing valid concerns about workplace safety and the quality of care provided; and

THEREFORE: BE IT RESOLVED that we, the City of Maywood, City Council, strongly urge Prime Healthcare to immediately reverse the termination of the nine healthcare workers at St. Francis Medical Center and reinstate them to their previous positions. We further call upon Prime Healthcare to engage in good-faith negotiations with the frontline healthcare workers of SEIU-UHW who are in contract negotiations to address and resolve the long-standing issues of understaffing, worker turnover, and patient care concerns. This resolution is enacted in the spirit of standing in solidarity with the terminated frontline healthcare workers and prioritizing better working conditions for caregivers and patient care for the communities they serve.

[signatures in the following pages]

PASSED, APPROVED AND ADOPTED THIS 24th day of April 2024.

Eddie De La Riva, Mayor

ATTEST:

APPROVED AS TO FORM:

Brian E. Juarez, City Clerk

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

I, Brian E. Juarez, City Clerk of the City of Maywood, County of Los Angeles, State of California, do hereby certify that the foregoing Resolution, being Resolution No. 6347, was duly passed, approved by not less than three members of the City Council of the City of Maywood, signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of the City Council held on the 24th day of April 2024, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Brian E. Juarez, City Clerk

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 13.

DATE: April 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: OKAN DEMIRCI, CITY ENGINEER

SUBJECT: CONSIDERATION OF AWARDING A COOPERATIVE PURCHASING AGREEMENT TO PLAYCORE WISCONSIN, INC. DBA GAMETIME FOR THE PURCHASE AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT AT MAYWOOD PARK IN AN AMOUNT OF \$275,764.60

RECOMMENDATION:

It is recommended that the City Council award a Cooperative Purchasing Agreement to Playcore Wisconsin, Inc. dba Gametime in the amount of \$275,764.60 for the purchase and installation of new playground equipment at Maywood Park and authorize the City Manager to execute the contract in a form approved by the City Attorney.

BACKGROUND:

The project includes the construction of new playground equipment (2-5 years old age category and 5–12 years old age category), rubberized safety surfacing and related work at Maywood Park. The new playground equipment design layout for Maywood Park playground and safety surfacing was prepared by Gametime and finalized by City staff. Attachment 3 shows the proposed playground layout.

DISCUSSION:

Playcore Wisconsin, Inc. dba Gametime was selected as the appropriate vendor for the project as they were awarded Contract No. 201700134, by Omnia Partners Master Intergovernmental Cooperative Purchasing Agreement (Lead Agency: City of Charlotte, NC), for playground equipment procurement and labor services, resulting from the nationally competitive bidding process (RFP No. 269-2017-028).

Omnia Partners contracts' leverage national volume pricing and provide members with a streamlined contracting process, allowing the City to forgo lengthy bidding processes. Agencies including City of Downey, Bell, and Burbank recently entered into a similar Cooperative Purchasing Agreement with Playcore Wisconsin, Inc. dba Gametime.

Omnia Partners Master Intergovernmental Cooperative Purchasing Competitive Solicitation Documents are included in Attachment 2. Contract No. 201700134, by Omnia Partners Master Intergovernmental Cooperative Purchasing Agreement is included in Attachment 3.

Pursuant to City of Maywood Municipal Code, 3-4.13 - Exceptions to competitive bidding (c)(1), the City purchasing officer determines that the competitive bidding has already completed for this solicitation.

In a cooperative purchase setting, one agency represents several agencies by going out to bid, including the needs of the other agencies in the bid specifications. This provides for higher product volume being purchased, resulting in lower unit costs for all agencies.

The project includes the construction of new playground equipment (2-5 years old age category and 5–12 years old age category), rubberized safety surfacing and related work at Maywood Park. Playcore Wisconsin, Inc. dba Gametime will be responsible for furnishing and installing the proposed improvements as a turn-key project.

Staff recommends City Council to award a Cooperative Purchasing Agreement to Playcore Wisconsin, Inc. dba Gametime in the amount of \$275,764.60 for the purchase and installation of new playground equipment at Maywood Park and authorize the City Manager to execute the contract in a form approved by the City Attorney.

The proposed project is a project subject to CEQA. Staff has reviewed the proposed project and has determined that it is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15302: Replacement or reconstruction; (c) Replacement or reconstruction of existing utility and/or facilities involving negligible or no expansion of capacity.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The total estimated project cost of \$333,665.20 will be funded through the California State Park - Local Assistance Specified SG-19-085 Grant Fund (Fund #261) in the FY 23/24 Capital Improvement Program.

Playcore Wisconsin, Inc. dba Gametime Contract	\$275,764.60
Contingency Budget allowance for unforeseen conditions as necessary (15%)	\$27,567.40
Total Construction Budget	\$303,332.00
Construction management, inspection (10% of construction budget)	\$30,333.20
Project Total	\$333,665.20

ATTACHMENT(S)

1. Omnia Partners Solicitation Documents
2. Contract No. 201700134 by Omnia Partners Master Intergovernmental Cooperative Purchasing Agreement
3. Gametime Proposal



COMPETITIVE SOLICITATION

BY CITY OF CHARLOTTE, NORTH CAROLINA

FOR

**PLAYGROUND EQUIPMENT, OUTDOOR FITNESS EQUIPMENT,
SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS
AND SERVICES**

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP #269-2017-028

January 25, 2017

REQUEST FOR PROPOSALS RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

JANURARY 25, 2017

Dear Sir or Madam:

The City of Charlotte, North Carolina (herein “City” or “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is now accepting Proposals for Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the “RFP”). Please review them carefully.

A **Non-Mandatory** Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **FEBRUARY 7, 2017, at 10:00 a.m.**, at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, Conference Room 280 or via teleconference at 704-432-5488. Please bring a copy of the RFP with you at that time. All interested Companies should return a completed Request For Proposals Acknowledgement Form (see Section 6, Form 1) by the date stated in the schedule in Section 3.1 of this RFP.

An electronic copy of the RFP in Microsoft Word format may be obtained by contacting Karen Ewing at kewing@charlottenc.gov.

All Proposals are due to the Management and Financial Services, Procurement Management Division, 9th Floor, CMGC 600 East Fourth Street, Charlotte, North Carolina 28202, no later than **MARCH 16, 2017 at 2:00 p.m.**

Two (2) original Proposals signed in ink by a company official authorized to make a legal and binding offer, and ten (10) electronic copies of the Proposal on individual flash drives in a searchable format such as MS Word or Adobe Acrobat must be submitted in a sealed box or opaque envelope plainly marked with the Proposal number and service description as follows:

Request for Proposals

Attention: Karen Ewing

[Name of Company Submitting Proposal]

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products & Services

RFP # 269-2017-028

RFP questions must be directed to Karen Ewing, Management and Financial Services, Procurement Management Division, per the enclosed instructions in Section 3.3. The City is an equal opportunity purchaser.

Sincerely,

Kay Elmore
Chief Procurement Officer

cc: Alexis Turner, U.S. Communities
RFP Project File

Checklist for submitting a Proposal:

Step 1- Read the document fully.

Step 2- If you plan on submitting a Proposal then fax **Form 1 in Section 6** to the number listed on the sheet.

Steps 3- If you have any questions send them before the deadline listed in **Section 3.3**.

If you plan to submit a Proposal you must follow this checklist, and must include everything detailed below.

Proposal Copies - Please provide the specified number for each format

- ☐ 2 Copies marked “Original” in a sealed, non-transparent envelope that includes the Company name, the RFP number, and identification of the equipment, supply, and/or Services for which the Proposal is submitted.
- ☐ 10 Copies on flash drive.

Proposal Format - Proposals should be formatted as follows:

Included (Check)	Requirements
	Cover Letter (per Section 5.1.1)
	Executive Summary (per Section 5.1.2)
	Addenda Acknowledgement Form (Section 6, Form 2)
	Proposal Submission Form (Section 6, Form 3)
	Fixed Percentage Discounts (Section 6, Form 4)
	Complete Playground Designs (per Section 6, Form 4)
	MWSBE Utilization (Section 6, Form 5)
	Company’s Background Response) Section 6, Form 6)
	References (Section 6, Form 7)
	Non-Discrimination Provision (Section 6, Form 8)
	Environmental Purchasing Responses (Section 6, Form 9)
	U.S. Communities Supplier Worksheet (Section 7)
	U. S. Communities Supplier Information (Section 7)
	U. S. Communities Administration Agreement – Signed, unaltered (Section 7)
	IPEMA Certification (per Section 4.2)
	Proposer’s Complete Product & Services Price List (Per Section 4.19)
	ISO 9001 and 14001 Certification (per Section 4.2)
	Exceptions to any part of the RFP (If you take any exceptions to anything in this document, please list it in a category in your Proposal called “Exceptions” and offer an alternative solution).

The above items constitute all that must be included in the Proposal. If awarded a contract, you will be required to provide an insurance certificate that meets or exceeds the requirements set forth in Exhibit A, Section 26.

It is the Company’s responsibility to check www.ips.state.nc.us or <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> for any addenda or changes to this Project. Search for RFP # 269-2017-028 to find if any documents or changes have been posted.

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U.S. Communities Overview and Requirements

1. U.S. COMMUNITIES OVERVIEW AND REQUIREMENTS**1.1 MASTER AGREEMENT**

City of Charlotte (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing Material, and Related Products and Services (herein “Products and Services”).

1.2 OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier’s primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. Provide Participating Public Agencies with environmentally responsible Products and Services.

1.3 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Proposers are expected to propose the broadest possible selection of Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing Material, and Related Products and Services that they offer commercially. The intent of this solicitation is to provide Participating Public Agencies with turnkey solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing and installing the Products and Services as defined in this RFP, including but not limited to the following categories:

- 1) **Playground Equipment** - A complete listing of all park and Playground Equipment, Outdoor Fitness Equipment (for all ages) including, but not limited to, themed systems, stand-alone activities, system components, and replacement parts available from the Company.
- 2) **Outdoor Fitness Equipment** – A complete listing of all Outdoor Fitness Equipment for all ages and levels including, but not limited to, challenge courses, strength building and resistance mechanisms, multigenerational fitness, optional precision timing systems, climbing walls, pool equipment, pool lifts, and pool timing systems.
- 3) **Site Accessories** - A complete listing of all Site Accessories such as, but not limited to, benches, picnic tables, planters, bike racks, bike lockers, shelter and shade structures, bleachers, grandstands, scoreboards and other related Site Accessories available from the Company.

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- 4) **Surfacing Materials** - A complete listing of all park and playground Surfacing Materials including but not limited to pour in place, rubber tiles, wood fiber, and recycled materials available from the Company.
- 5) **Related Products** – Additional products such as, water parks, skate parks, dog parks and any other related Products available from the Company.
- 6) **Services** - The complete listing of Services available from the Supplier such as, but not limited to, installation, design, layout, repair and/or maintenance, removal, disposal, project management and any other related Services to provide customer support.

1.4 U.S. COMMUNITIES BACKGROUND

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited Contracts for high quality Products and Services by large and well recognized public agencies (herein “Lead Public Agencies”). The Contracts are provided for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

1.4.1 National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein “National Sponsors”).

1.4.2 Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each [Advisory Board Member](#) is expected to actively participate in product Proposals and selection, participate in policy direction, and share expertise and purchasing innovations.

U.S. Communities Overview and Requirements

Current U.S. Communities Advisory Board Members

Auburn University, AL	Great Valley School District, PA
Beaverton School District, OR	Harford County Public Schools, MD
City and County of Denver, CO	Hennepin County, MN
City of Chicago, IL	Los Angeles County, CA
City of El Paso, TX	Maricopa County, AZ
City of Houston, TX	Miami-Dade County, FL
City of Kansas City, MO	Nassau BOCES, NY
City of Los Angeles, CA	North Carolina State University, NC
City of Ocean City, NJ	Onondaga County, NY
City of Seattle, WA	Port of Portland, OR
Cobb County, GA	Prince William County Schools, VA
Denver Public Schools, CO	San Diego Unified School District, CA
Emory University, GA	State of Iowa, IA
Fairfax County, VA	The School District of Collier County
Fresno Unified School District, CA	

1.4.3 Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities Contracts and suppliers to procure over \$2.0 Billion Dollars in Products and Services annually. Each month more than 500 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, Contractual disputes, invoicing, and payment.

City of Charlotte, North Carolina is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached in Section 8.

1.4.4 Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of Products required to be purchased under the proposed Master Agreement, City of Charlotte and the U.S. Communities Advisory Board Members are committed

U.S. Communities Overview and Requirements

to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2015 purchased more than \$160 Million Dollars of Products and Services from existing U.S. Communities Contracts.

1.4.5 Marketing Support

U. S. Communities provides marketing support for each Supplier's Products through the following:

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

1.4.6 Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies. The City of Charlotte reserves the right to award the Contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the City of Charlotte and Participating Public Agencies as a result of this solicitation.

1.4.7 Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a Contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

U.S. Communities Overview and Requirements

SUPPLIER QUALIFICATIONS

1.5 SUPPLIERS

1.5.1 Commitments

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, and Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary Contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's Contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that

U.S. Communities Overview and Requirements

national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with Companywide authority.

(viii) Where Supplier has an existing Contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing Contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's Contracts offering lower prices.

- (A) Supplier holds a state Contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
- (B) Supplier holds a regional cooperative Contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.
- (C) Supplier holds a Contract with an individual Public Agency. The Public Agency Contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the Contract. Supplier would be required to match the lower pricing under the

U.S. Communities Overview and Requirements

Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative Contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

- (A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.
- (B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the Contract, the sales would be reported as sales under the Master Agreement.
- (C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the Contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
- (D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a Contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

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- (E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.
- (c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate Proposals and solicitations.
- (d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other Contracts to Public Agencies.
- (i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product listings, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive Contract.

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- (ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.
- (iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.
- (iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:
 - (A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:
 - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
 - (2) Copy of original procurement solicitation;
 - (3) Copy of Master Agreement including any amendments;
 - (4) Summary of Products and Services pricing;
 - (5) Electronic link to U.S. Communities' online registration page; and
 - (6) Other promotional material as requested by U.S. Communities.
 - (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
 - (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
- (v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.
- (vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use

U.S. Communities Overview and Requirements

Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or Services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

1.6 U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION

The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities Contract.

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (included in Section Seven) and submit with the supplier's proposal without exception or alteration. Failure to do so will result in disqualification.

U.S. Communities Overview and Requirements

 New Supplier Implementation Checklist		Target Completion After Award
1. First Conference Call		One Week
Initial Kick Off Call to discuss expectations		
Set Contract Launch Date & Outline Kick Off Plan		
Establish initial contact people & roles/responsibilities		
Supplier Log-In Credentials established		
Set Agency Webinar Dates		
2. Executed Legal Documents		One Week
U.S. Communities Admin Agreement		
Lead Public Agency agreement signed		
3. Program Contact Requirements		One Week
Supplier contacts communicated to U.S. Communities Staff		
Dedicated email		
Dedicated toll free number		
4. Second Conference Call		Two Weeks
Establish Sales Training Webinar Dates		
Complete Supplier Set Up Form		
Complete User Account and User ID Form		
Identify Dates for Senior Management Meeting		
Review Contract Commitments		
5. Marketing Kick Off Call		Two Weeks
Overview of Marketing Requirements		
Establish Timeline for Marketing Deliverables		
Set Weekly Marketing Call		
Discuss Agency Webinar Slides & Set Timeframe for Deliverables		
6. Initial NAM & Staff Training Meetings		Three Weeks
Discuss expectations, roles & responsibilities		
Introduce and review web-based tools		
Review process & expectations of Lead Referral contact with NAM & identified LRC		
7. Senior Management Meeting		Four Weeks
Implementation Process Progress Report		
U.S. Communities & Vendor Organizational Overview		
Supplier Manager to review & further discuss commitments		
8. Review Top Joint Target Opportunities		Five Weeks
Top 10 Local Contracts		
Review top U.S. Communities PPA's		
9. Web Development		
Initiate E-Commerce Conversation		Two Weeks
Product Upload to U.S. Communities site		Five Weeks
10. Sales Training & Roll Out		
Program Manager briefing - Coordinate with NAM		Five Weeks
Initial remote WebEx training for all sales - Coordinate with NAM		Three Weeks
Initiate contact with Advisory Board (AB) members		Six Weeks
Determine PM & Local Metro teams strategy sessions		Six Weeks
11. Marketing – see marketing deliverables checklist as reviewed with marketing contact		Eight Weeks
12. Agency Webinars		Post Launch

Introduction and General Information

2. INTRODUCTION.

2.1 Objective.

The objective of this RFP is to solicit Proposals that will enable the City and Participating Public Agencies (“PPA”) to determine which Company and Proposed Solution will best meet the City’s needs for providing the Products and Services as requested in this RFP.

2.2 Definitions.

As used in this RFP, the following terms shall have the meanings set forth below:

<i>Acceptance:</i>	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in the Contract.
<i>Affiliates:</i>	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
<i>Biodegradable:</i>	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
<i>Charlotte Business Inclusion (CBI):</i>	Refers to the Charlotte Business Inclusion office of the City of Charlotte.
<i>Charlotte Combined Statistical Area (CSA):</i>	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.
<i>Company:</i>	During the solicitation process, refers to a company that has interest in providing the Services. After the solicitation process, refers to a company that has been selected by the City to provide the Services.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Project.
<i>Contract:</i>	Refers to a written agreement executed by the City and Company for all or part of the Services.
<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user

Introduction and General Information

	manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
<i>Environmentally Preferable Products:</i>	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Evaluation Committee:</i>	Refers to a City and U.S. Communities appointed Committee that will evaluate Proposals and identify the Company(-ies) best meeting the needs of the City and Participating Public Agencies.
<i>Lead Public Agency:</i>	Refers to the City of Charlotte, North Carolina
<i>Master Agreement:</i>	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
<i>Minority Business Enterprise/MBE:</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs and WBEs, collectively.
<i>MWSBE Goal:</i>	If an RFP or Contract has separate Subcontracting Goals for MBEs, WBEs, and/or SBEs, the term MWSBE is a shorthand way to refer collectively to all MBE, WBE, and SBE Goals set for the RFP. In some instances, the City may set one combined goal for MBEs, WBEs, and/or SBEs, in which event the term MWSBE Goal refers to that one, combined goal. In the latter instance, calculated as a percentage, the MWSBE Goal represents the total dollars spent with MBEs, WBEs, and SBEs as a portion of the total Proposal amount, including any contingency.
<i>Participating Public Agency:</i>	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.

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<i>Post-Consumer Recycled Material:</i>	Refers to material and by-Products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-Products generated from, and commonly reused within, an original manufacturing process.
<i>Products:</i>	Refers to all Products that the Company agrees to provide to the City as part of its Proposal.
<i>Proposal:</i>	Refers to the proposal submitted by a Company for the Products and Services as outlined in this RFP.
<i>Recyclability:</i>	Refers to Products or materials that can be collected, separated or otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For Products that are made of both recyclable and non-recyclable components, the recyclable claim should be adequately qualified to avoid consumer deception about which portions or components are recyclable.
<i>Recycled Material:</i>	Refers to material and by-Products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-Products generated from, and commonly reused within, an original manufacturing process.
<i>Services:</i>	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.
<i>Small Business Enterprise/SBE:</i>	Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.
<i>Specifications and Requirements:</i>	Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.
<i>Subcontracting Goals:</i>	Refers to the SBE, MBE, WBE, and MWSBE Goals established by the City for an RFP and resulting Contract.
<i>Women Business Enterprise (WBE):</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are female; and (c) is headquartered in the Charlotte Combined Statistical Area.

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Work Product: Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.

2.3 Accuracy of RFP and Related Documents.

Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in this RFP Section 3.3.

2.4 City's Rights and Options.

The City reserves the right, at the City's sole discretion, to take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City, including:

- 2.4.1 To supplement, amend, substitute, or otherwise modify this RFP, including the schedule, or to cancel this RFP, at any time;
- 2.4.2 To require any Companies to supplement or clarify its Proposal or provide additional information relating to its Proposals;
- 2.4.3 To investigate the qualifications, experience, capabilities, and financial standing of each Company submitting a Proposal;
- 2.4.4 To waive any defect or irregularity in any Proposal received;
- 2.4.5 To reject any or all Proposals;
- 2.4.6 To share the Proposals with City employees and contractors in addition to the Evaluation Committee as deemed necessary by the City;
- 2.4.7 To award all, none, or any part of the Services and enter into Contracts with one or more of the responding Companies deemed by the City to be in the best interest of the City, which may be done with or without re-solicitation;
- 2.4.8 To discuss and negotiate with any Company(-ies) their Proposal terms and conditions, including but not limited to financial terms; and
- 2.4.9 To terminate discussions and negotiations with any Company at any time and for any reason.

2.5 Expense of Submittal Preparation.

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The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

2.6 Proposal Conditions.

The following terms are applicable to this RFP and the Company's Proposal.

2.6.1 RFP Not An Offer.

This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and the Company execute a Contract. No recommendations or conclusions from this RFP process concerning the Company shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

2.6.2 Trade Secrets and Personal Identification Information /Confidentiality.

Upon receipt at the Procurement Management Division, all materials submitted by a Company (including the Proposal) are considered public records except for (1) material that qualifies as "trade secret" information under N.C. Gen. Stat. § 66-152 et seq. ("Trade Secrets") or (2) "personal identification information" protected by state or federal law, to include, but not be limited to, social security numbers, bank account numbers, and driver's license numbers ("Personal Identification Information" or "PII"). After the Proposal due date, the Evaluation Committee, other City staff, and members of the general public who submit public records requests may review the Proposal.

The public disclosure of the contents of a Proposal or other materials submitted by a Company is governed by N.C. Gen. Stat. §§ 132 and 66-152 et seq.. If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must be specifically and clearly identified in accordance with this Section 2.6.2.

Any Trade Secrets or PII submitted by a Company must be clearly segregated from the rest of the Proposal. For hard copy Proposals, it must be submitted in a separate, sealed envelope, marked either "Personal Identification Information – Confidential" or "Trade Secret—Confidential and Proprietary Information." For electronic submissions it must also be submitted on a separate CD or flash drive. In both hard copy or electronic format, the confidentiality caption stated above must appear on each page of the Trade Secret or PII materials.

By submitting a Proposal, each Company agrees that the City may reveal any Trade Secret materials and PII contained therein to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by the City to assist in the evaluation process.

Furthermore, each Company agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and

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expenses incurred in connection with refusing to disclose any material that the Company has designated as a trade secret. The City may disqualify and Company that designates its entire Proposal as a trade secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret.

2.6.3 Amendments to RFP.

If the City amends this RFP, addenda will be posted to the IPS and Charlotte NC websites at www.ips.state.nc.us, and <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> RFP# 269-2017-028. Companies are required to acknowledge receipt of each addendum by including the Addenda Receipt Confirmation Form (Section 6, Form 2) with their Proposals.

2.6.4 Proposal Terms Firm and Irreversible.

The signed Proposal shall be considered a firm offer on the part of the Company. The City reserves the right to negotiate price and other terms. All Proposal elements (including all statements, claims, declarations, prices, and specifications) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Company chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the City's election.

2.6.5 Proposal Binding for 180 Days.

Section 6, Form 3 contains a statement to the effect that the Proposal is a firm offer for one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Company. All prices quoted shall be firm and fixed for the full Contract period. The City shall have the option to accept subject to exception by Contract.

2.6.6 Charlotte Business INclusion Program.

Pursuant to Charlotte City Council's adoption of the Charlotte Business INclusion (CBI) Policy, the CBI program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at: www.charlottebusinessinclusion.com.

The City is committed to promoting opportunities for maximum participation of certified MWSBEs on City funded contracts at both the Prime and Subcontract level. For MWSBE participation to count towards a Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

2.6.7 Subcontracting.

The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors.

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2.6.8 Equal Opportunity.

The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and Services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Companies regardless of race, color, religion, age, sex, and national origin or disability.

2.6.9 Use of City's Name.

No advertising, sales promotion, or other materials of the Company or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.

2.6.10 Withdrawal for Modification of Proposals.

Companies may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date. Only formal written requests addressed in the same manner as the Proposal and received by the City prior to the Proposal due date will be accepted. The request must be in a sealed envelope that is plainly marked "**Modifications to Proposal.**" No oral modifications will be allowed. If the Company complies with this Section, after the Proposal due date, the Proposal, will be withdrawn or corrected in accordance with the written request(s).

2.6.11 No Bribery.

In submitting a response to this RFP, each Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with the Contract.

2.6.12 Exceptions to the RFP.

Other than exceptions that are stated in compliance with this Section and Section 5.1.5, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract language included in Exhibit A. An "exception" is defined as the Company's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including the Sample Contract language included as Exhibit A. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Company provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Company's solution, must be described in detail.

2.6.13 Fair Trade Certifications.

By submitting a Proposal, the Company certifies that:

- The prices in its Proposal have been arrived at independently, without consultation, communication, or agreement with anyone, as to any matter relating to such prices for the purpose of restricting competition;
- Unless otherwise required by law, the prices quoted in its Proposal have not been knowingly disclosed by the Company and will not knowingly be so disclosed prior to the Proposal due date; and

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- No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

2.6.14 Companies' Obligation to Fully Inform Themselves.

Companies or their authorized representatives must fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting Proposals. Failure to do so will be at the Company's own risk.

2.6.15 Environmentally Preferable Purchasing.

The City promotes the practice of Environmentally Preferable Purchasing (EPP) in acquiring Products or Services. Applicable EPP attributes that may be taken into consideration as environmental criterion include the following:

Recycled content	Recyclability
Post-Consumer Recycled Material	Biodegradability

Companies able to supply Products or Services containing any of the applicable environmentally preferable attributes that meet performance requirements are encouraged to offer them in the Proposal. Companies must provide certification of environmental standards and other environmental claims, such as recycled content and emissions data or a formal statement signed by a senior company official.

3 PROCUREMENT PROCESS.

This Section 3 contains information about the procurement process for this Project.

3.1 Schedule and Process.

The following chart shows the schedule of events for the conduct of this RFP. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

DATE	EVENT
JANURARY 25, 2017	<i>Issuance of RFP.</i> The City issues this RFP.
FEBRUARY 1, 2017	<i>Request for Proposals Acknowledgement.</i> Companies that intend to submit a Proposal shall submit the RFP Acknowledgement Form on this date to the email or fax number listed in Section 3.3.
FEBRUARY 3, 2017	<i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Companies are permitted to submit written questions, for purposes of clarifying this RFP. All submissions must be pursuant to the instructions in Section 3.3 by 5:00 p.m.
FEBRUARY 7, 2017	<i>Non-Mandatory Pre-Proposal Conference</i> to be held at the location indicated in Section 3.4 at 10:00 a.m.
FEBRUARY 15, 2017	<i>Submission of Written Questions After the Pre-Proposal Conference.</i> Questions are due by 5:00 p.m.
MARCH 16, 2017	<i>Proposal Submission.</i> Proposals are due by 2:00 p.m. at the Procurement Management Division, CMGC 9 th Floor.
MARCH 20, 2017- APRIL 13, 2017	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.
MAY 9, 2017	<i>Contract Award by Charlotte City Council.</i>
JULY 1, 2017	<i>Services commence.</i> Company begins providing the Services.

3.2 Intent to Propose.

Please acknowledge receipt of this RFP via facsimile by **FEBRUARY 1, 2017** using the Request for Proposals Acknowledgement Form located in Section 6, Form 1. Complete the form in its entirety advising the City of your firm's intention to submit or not submit a Proposal. Fax or email a copy of the completed and signed form to the number or email address listed in paragraph 3.3 below, Attention: Karen Ewing. The City strongly encourages Companies to submit this form prior to the Pre-Proposal conference but Companies shall not be precluded from submitting a Proposal if they fail to submit this form.

3.3 Interpretations and Addenda.

There are two (2) ways to ask questions about this RFP: (1) submit a question in writing to the Procurement Officer at the e-mail address listed below; or (2) ask a question at the Pre-Proposal Conference. Other than these permitted questions, Companies should refrain from contacting City staff prior to the Proposal Due Date. **The City is not bound by any statements, representations or clarifications regarding this RFP other than those provided in writing by the Procurement**

Officer.

Karen Ewing, Deputy Chief Procurement Officer
City of Charlotte
Procurement Management Division
600 East 4th Street, CMGC 9th Floor
Charlotte, NC 28202
RFP # 269-2017-028
Fax: 704-632-8254
E-mail: kewing@charlottenc.gov

When submitting questions, please reference the RFP page and topic number. In order for questions to be addressed at the Pre-Proposal Conference, they must be submitted by **5:00 p.m. on February 3, 2017**.

After the Pre-Proposal Conference, questions must be submitted in writing by the deadline stated in Section 3.1. In the case of questions not submitted by the deadline, the Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the Proposal Due Date. When responding to Service Provider questions or issuing addenda to the RFP, the City will post the answer or information to the Internet at www.ips.state.nc.us, and <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> RFP# 269-2017-028. Companies are required to acknowledge their receipt of each addenda by including in the Proposal a completed Addenda Receipt Confirmation Form (Section 6, Form 2).

3.4 Pre-Proposal Conference.

A Non-Mandatory Pre-Proposal Conference will be conducted on **FEBRUARY 7, 2017, at 10:00 a.m.** The meeting will be held at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, 2nd Floor Conference Room #280 or via teleconference at 704-432-5488.

While attendance at the Pre-Proposal Conference is not mandatory, all interested Companies are encouraged to attend. If special accommodations are required for attendance, please notify Karen Ewing in advance of the conference date and time identifying the special accommodations required.

3.5 Submission of Proposals.

Proposals must be in the format specified in Section 5 of this RFP. Ten (10) electronic copy on individual flash drives in a searchable format such as MS Word or Adobe Acrobat and two (2) original Proposals signed in ink by a company official authorized to make a legal and binding offer shall be submitted to the address listed in Section 3.3 above by **MARCH 16, 2017 on or before but no later than 2:00 p.m.** The original Proposal and each of the copies shall be complete and unabridged, and shall not refer to any other copy of the signed and sealed original for any references, clarifications, or additional information.

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. **Proposals sent by fax or email will not be accepted.**

Due to security measures at the Charlotte-Mecklenburg Government Center (CMGC), your sealed boxes, including any portions marked as

Confidential/Trade Secret, may be searched and thoroughly inspected prior to admittance. Please allow time for this search to take place and to re-seal the box if delivering your Proposal in person to the CMGC.

Do not arrive at the Procurement Management Division on the Proposal due date for the purposes of reviewing your competitors' Proposals. The Proposals will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved. All Proposals will be time-stamped upon receipt and held in a secure place until opening.

3.6 Correction of Errors.

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Company further agrees that in the event of any obvious errors, the City reserves the right to waive such errors in its sole discretion. The City, however, has no obligation under any circumstances to waive such errors.

3.7 Evaluation.

As part of the evaluation process, the Evaluation Committee may engage in discussions with one or more Company(ies). Discussions might be held with individual Companies to determine in greater detail the Company's qualifications, to explore with the Company the scope and nature of the required contractual Services, to learn the Company's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the City.

The City may in its discretion require one or more Companies to make presentations to the Evaluation Committee or appear before the City and/or its representatives for an interview. During such interview, the Company may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Companies will be notified in advance of the time and format of such meetings.

Since the City may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall state the Company's best offer for performing the Services described in this RFP.

3.8 Proposal Evaluation Criteria.

Proposals will be evaluated based on the Company's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Company to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Company's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Products and Services as requested herein. Failure of any Company to submit information requested may result in the elimination of the Proposal from further evaluation.

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for the City taking into consideration as a minimum response, but not limited to the following criteria:

1. Adherence to all requirements of this RFP.

2. Demonstrated knowledge, background, capacity, and ability to sell, deliver, and support all Products and Services offered and in compliance with the requirements of this RFP.
3. Capability of meeting or exceeding current and future needs and requirements of U.S. Communities and U.S. Communities members.
4. Qualifications and Experience; (including past performances, administration, management capabilities).
5. Range and quality of Products and Services offerings including technological advances, and value added related Services.
6. Proposed Approach and Proposed Solution
7. Proposed Playgrounds per Section 6, Form 4– taking into consideration
 - a. Design
 - b. Quality
 - c. Durability
 - d. Play value
 - e. ADA Accessibility and Inclusivity
 - f. Product warranty
8. Cost effectiveness and Value.
9. Overall ability to perform sales, solutions, and contract support as submitted.
10. Ability to demonstrate Products and Services that meet and/or exceed industry standards accepted by governmental and educational agencies nationally.
11. Financial Qualifications.
12. Company Environmental Initiatives.
13. MWBE, and other factors specified in this Request for Proposals.
14. References.

3.9 Qualifications and Experience

Companies will be evaluated on the background and experience information provided in Section 6, Form 6, and Section 7, Company Worksheet and Company Information for National Program Consideration.

3.10 Project Approach / Proposed Solution.

Companies will be evaluated based upon their understanding, experience and qualifications in performing the same or substantially similar Services, as reflected by its experience in performing such Services. The evaluation will include references regarding work for organizations with needs similar to the City's, and the feasibility of the Company's approach for the provision of the Services.

3.11 Cost Effectiveness and Value.

Under this criterion, Proposals will be compared in terms of the most reasonable and effective pricing options. The Evaluation Committee will also take into consideration any indirect costs associated with the Services.

3.12 MWSBE Subcontractor Utilization.

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process. For the purposes of this RFP, the City will consider a Company's MWSBE certification and/or MWSBE subcontracting inclusion

efforts. To count towards a Department MWSBE Goal, MWSBE certified Companies and/or their MWSBE subcontractors must meet the following certification criteria prior to Proposal submission:

- Be designated as a City certified SBE; and/or
- Be designated as a City registered MBE or WBE

MWSBE utilization is only one (1) criterion considered in the totality of all criteria listed in this Section 3.

3.13 Acceptance of the Terms of the Contract.

The City will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP including the sample contract language provided in Exhibit A. Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Exceptions shall be identified in accordance with Sections 2.6.12 and 5.1.5 of this RFP.

3.14 Contract Award by City Council.

As soon as practical after opening the Proposals, the name of the apparent successful Company will be submitted to the Charlotte City Council for final approval of award. If approved by the Council, the Procurement Management Division will provide Contract documents to the Company. In the event the Council approval is not received within one hundred eighty (180) calendar days after opening of the Proposals, the Company may request that it be released from the Proposal.

3.15 Vendor Inclusion.

The City's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Companies. Although Companies are not required to be registered in the City's vendor registration system prior to submitting a Proposal, in order to execute a contract with the City and receive payment from the City, all Companies must register with the City's vendor registration system.

Your registration provides the City with baseline information for your company including location, contact and demographic information, as well as your areas of expertise with specific commodity and/or service descriptions. You will also have the opportunity to complete any applicable certifications if your company desires to establish itself as an SBE, MBE, or WBE. The link below will provide you with the opportunity to complete your registration on-line with the City.

<http://charlottenc.gov/vendors>

4 SCOPE OF SERVICES.**4.1 General Scope.**

The intent of this RFP is to award a Contract(s) to one or more Companies offering and demonstrating the best overall solution that meets or exceeds the requirements of this RFP and future various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services needs of the City and Participating Public Agencies.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Proposer agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
ASTM-F1292-13	Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.
ASTM 1951-09	Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.
ASTM F2049-11	Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.
ASTM F2075	Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)

Equipment must meet all guidelines stated in the “Handbook for Public Safety” published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

4.2.3 International Play Equipment Manufacturers Association (IPEMA)

IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant’s certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA’s website at: www.ipema.org.

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

4.3 Environmental Purchasing Requirements.

Each Manufacturer must provide documentation of their respective company’s environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

4.4 New Products and Services.

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer’s listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

4.5 Replacement Parts.

Company must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency.

4.6 Surfacing Material.

Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

4.7 Installation.

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers’ certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

4.8 Design.

Companies must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

4.9 Project Management.

Companies must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

4.10 Safety.

All Companies and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.11 Literature and Catalogs.

The successful Companies will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

4.12 Warranty.

Proposals should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

4.13 Lead Time and Delivery.

1. Company must provide a four (4) week lead time on standard product, unlimited configurations, with no up charge.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made.

Delivery location shall be stated on each purchase order issued by Participating Agencies.

3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

4.14 Optional Work.

Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 Material Specifications.

Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

4.16 Additional Requirements.

Successful Companies may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.17 Performance Bond.

Successful Companies may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

4.18 Reports.

Successful Companies must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

4.19 Pricing.

4.19.1 Companies must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. One (1) firm fixed percentage discount off of a verifiable list price for each category (defined in

Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment; 3) Site Accessories; 4) Surfacing Materials; and 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The successful Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

4.19.2 Volume Discounts: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

4.19.3 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

4.19.4 Product, Design and Price Comparison.

For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

1. Cost breakdown of all components using proposed discounts and list prices;
2. Manufacturer Price List ID
3. Three dimensional drawings
4. Number of kids that can use the playground;
5. Total number of play components:
 - Number of ground level components
 - Number of accessible ground level components
 - Number of elevated components
 - Number of accessible elevated components
6. Play Structure Size
7. Deck Sizes
8. Diameter of Uprights
9. Color options
10. Minimum time needed from date of design to delivery of equipment.

4.19.5 Installation.

Proposal responses must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

4.19.6 Shipping and Delivery.

Companies must include a defined shipping program with their Proposal responses. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price **cannot be used**.

1. Unless specifically stated otherwise in the “Shipping Program” included in the Company’s Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Company.
2. Additional costs for expedited deliveries may be added.
3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

4.20 Price Adjustments.

All proposed pricing shall remain firm for the first year of the subsequent Contract (through June 30, 2018). Companies may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

4.21 References.

Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

4.22 Prevailing Wages.

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of this RFP.

5 PROPOSAL CONTENT AND FORMAT.

The City desires all Proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the Company's preference, the City requires strict adherence to the format. The Proposal will be in the format described in the Checklist included at the front of this RFP (page i).

The City encourages Proposals to be compatible with the City's waste reduction goals and policies. Therefore, it is desired that all responses meet the following requirements:

- All Proposals be printed 8 1/2" x 11" format with all standard text no smaller than eleven (11) points;
- All copies be printed double-sided;
- All copies be printed on recycled paper (at least 30% post-consumer recovered material and at least 30% total recovered material);
- Unless necessary, all Proposal originals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as 3-ring binders, plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Glued materials, paper clips, and staples are acceptable; and
- Materials must be submitted in a format that allows for easy removal and recycling.

Proposals must also include ten (10) flash drives including the entire Proposal in a searchable format such as MS Word or Adobe Acrobat.

5.1.1 Cover Letter.

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. The cover letter shall provide the name, address, telephone and facsimile numbers of the Company along with the name, title, address, email address, telephone and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Company's understanding of the Project and a summary of the approach to perform the Services.

5.1.2 Executive Summary.

The Company shall submit an executive summary, which outlines its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of this Proposal, which make it superior or unique.

5.1.3 Required Forms and Certifications.

To be deemed responsive to this RFP, Companies must complete, in detail, all Proposal Forms included in Section 6, and all certifications requested in Section 4.

5.1.4 U.S. Communities Requirements.

To be deemed responsive to this RFP, Companies must complete, in detail, all requested information in Section 7.

5.1.5 Exceptions to the RFP.

Exceptions must be submitted in accordance with Section 2.6.12 of this RFP. If exceptions are not identified in your Proposal they may not be considered during Contract negotiation and could result in Proposal being rejected from further

consideration. If legal counsel needs to review the Sample City Contract prior to signature, reviews must be completed before your Proposal is submitted.

The City intends to enter into a City-drafted Contract with the successful Company that contains the terms and conditions set forth in Exhibit A (“Sample Terms”). The number and extent of any exceptions and proposed additions to the Sample Terms will be one of the City’s evaluation criteria.

Accordingly, each Company must state specifically in its Proposal any exceptions to the Sample Terms, or any such exceptions will be waived. Any Company-proposed additional terms or conditions must also be included in the Proposal, and the City reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Company’s Proposal and be grounds for revoking the award.

Notwithstanding the foregoing, the City reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in the City’s best interest to do so.

REQUIRED FORM 1 - RFP ACKNOWLEDGEMENT

Request For Proposal # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

The Company hereby certifies receipt of the Request for Proposals for the City of Charlotte, North Carolina RFP #269-2017-028, Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services. This form should be completed upon receipt of the City's Request for Proposals and faxed in time for the City to receive it by or before **FEBRUARY 1, 2017**. Failure to submit this form by the designated date shall not preclude the Company from submitting a proposal. Please fax or email the completed Request for Proposals Acknowledgement Form to the attention of:

Karen Ewing
Deputy Chief Procurement Officer
Procurement Management
Fax: 704.632.8254
Email: kewing@charlottenc.gov

Date: _____

Authorized Signature: _____

Title: _____

Company Name: _____

Contact Name: _____

Contact E-mail address: _____

Please check the appropriate space below and provide the requested information:

_____ **We plan to attend the Pre-Proposal Conference and plan on submitting a Proposal**

Indicate number of attendees: _____

_____ **We do not plan to attend the Pre-Proposal Conference but plan on submitting a Proposal**

Reason: _____

_____ **We do not plan to attend the Pre-Proposal Conference and do not plan on submitting a Proposal**

Reason: _____

REQUIRED FORM 2 - ADDENDA RECEIPT CONFIRMATION

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to the NC IPS website at www.ips.state.nc.us and <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

ADDENDUM #:

**DATE ADDENDUM
DOWNLOADED:**

I certify that this proposal complies with the Specifications and conditions issued by the City except as clearly marked in the attached copy.

(Please Print Name)

Date

Authorized Signature

Title

Company Name

REQUIRED FORM 3 - PROPOSAL SUBMISSION FORM

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

This Proposal is submitted by:

Company Name: _____

Representative (printed): _____

Address: _____

City/State/Zip: _____

Email address: _____

Telephone: _____
(Area Code) Telephone Number

Facsimile: _____
(Area Code) Fax Number

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and Companies; and has not engaged in or condoned prohibited discrimination. For purposes of this Section, *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of *discrimination*.
2. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid submitted by the Proposer on this Project and to terminate any contract awarded based on such bid.
3. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such bid.

Attachment 1

Section 6

Required Forms

4. As part of its bid or proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
5. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
6. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and re-bid this RFP.
7. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Terms as included herein as Exhibit A. As such, I have elected to do the following:

___ Include exceptions to the sample contract in the following section of my Proposal: _____

___ Not include any exceptions to the Sample Terms.

Representative (signed): _____

REQUIRED FORM 4 - PRICING WORKSHEET

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Cost must be in United States dollars rounded to the nearest quarter of a dollar. **If there are additional costs associated with the Services, please add to this chart.**

Proposal must include electronic copies (on flash drive) of manufacturer's listings, a published wholesale or retail price list, which is widely distributed to the marketplace, or other product literature which describes all the products being offered.

The price schedules must be a single percentage discount from published retail price list, or other verifiable published price list. Published price lists must be submitted annually and the same percentage of discount shall apply for the life of the contract. Pricing must be provided for every Product and Service included in your Proposal. Cost must be in United States dollars rounded to the nearest quarter of a dollar.

1. Please provide your verifiable price list(s):

CATEGORY	VERIFIABLE PRICE LIST NUMBER/DATE
Playground Equipment (i.e. themed systems, stand-along activities, system components)	
Outdoor Fitness Equipment (i.e. challenge courses, strength building, multigenerational fitness, precision timing systems)	
Site Accessories (i.e. Benches, Picnic tables, Planters, Litter receptacles, Bike Racks)	
Surfacing (i.e. Pour in Place Rubber, Wood fiber, etc.)	
Related Products (i.e. Shade Structures skate parks, water parks)	
Services (i.e. Installation, Design, Layout, Repair, Maintenance, Removal, Disposal)	

2. Please provide your percentage discount off retail price for all products included each of the following categories. Please use additional sheets and list all categories that you are offering for this contract.

CATEGORY	PERCENTAGE (%) DISCOUNT
Playground Equipment (i.e. themed systems, stand-along activities, system components)	
Outdoor Fitness Equipment (i.e. challenge courses, strength building, multigenerational fitness, precision timing systems)	
Site Accessories (i.e. Benches, Picnic tables, Planters, Litter receptacles, Bike Racks)	

Attachment 1

Section 6

Required Forms

Surfacing (i.e. Pour in Place Rubber, Wood fiber, etc.)	
Related Products (i.e. Shade Structures skate parks, water parks)	
Services (i.e. Installation, Design, Layout, Repair, Maintenance, Removal, Disposal)	

3. Company must provide the following for each of the three (s) sample playground designs
(FOR EVALUATION AND PRICE COMPARISON ONLY):

- 1) 3 dimensional Drawings
- 2) Number of kids that can use the playground;
- 3) Total number of play components:
 - a. Number of ground level components
 - b. Number of accessible ground level components
 - c. Number of elevated components
 - d. Number of accessible elevated components
- 4) Play Structure Size
- 5) Deck Sizes
- 6) Itemized costs using proposed discounts and list prices to include all applicable costs, including, but not limited to:
 - a) Each Structure or component (i.e. playground, site Accessories, shade, receptacles, etc.)
 - b) Design Services
 - c) Surfacing
 - d) Installation
 - e) Any other products or services that is associated with this sample.
- 7) Diameter of Uprights
- 8) Color options
- 9) Minimum time needed from date of design to delivery of equipment
- 10) **DO NOT** include freight in sample Playground pricing.

DESIGN 1:

Site Dimensions: 50 ft. x 125 ft.
Budget: \$225,000 (must include all design, equipment, and installation costs)
Ages: Separate play area for 2 to 5 years old
Separate play area for 5-12 years old
Design: Bright, Colorful Playgrounds with Roofs

Playground will be serving a community with physical disabilities children. The Playgrounds design must include the minimum following components:

Inclusive play components that:

- Encourage development of sensory processing including proprioceptive and vestibular systems.
- Encourage social interaction within the playground.

- Provide opportunities for spinning, sliding, rocking and swinging incorporated with heights, motions and body positions.
- Provide opportunities for climbing, crawling, bouncing and balancing.
- Stimulate sensory experiences through tactile, auditory and visual components and events.
- Provide multiple levels of challenge (easy, moderate, difficult of the same type of activity).
- Are easy to transfer to and from a mobility device.
- Ensure a child in mobility device is in the middle of play.
- Requires limited provision of ramps.

2-5 Year Old Structure:

- One (1) Early Childhood (tot) Swings with sides
- One (1) Slide - 4 ft. maximum height
- One (1) Climber
- One (1) Crawl Tunnel
- One (1) Sand Box

5-12 Year Old Structure:

- One (1) Double Slide – 6 ft. maximum height
- One (1) Spiral Slide
- One (1) Net Climber
- One (1) Rock Climber
- Two (2) Wheel chair accessible ramps
- One (1) Bridge

Surfacing:

- Bonded rubber fall surface to include **sub-base** (granite screening) and geo fabric.

Site Accessories:

- Four (4) 8ft Heavy Duty Picnic Tables with steel frame
- One (1) Sway Bench (12-gauge punched steel with 3.5” diameter posts.
- Three (3) Trash Receptacles
- Two (2) Heavy Duty 6-foot Benches with back, and armrest. Placed with good sightlines for monitoring children.

Design 2:

Site Dimensions: 45ft. x 65 ft.
Budget: \$85,000 (must include all design, equipment, and installation costs)
Ages: 5-12 years old
Design: Nature Themed with Neutral Colors

- One (1) Double Slide – 8 ft. maximum height
- One (1) Tube Slide
- Two (4) Climbers

- Four (4) Swings with a minimum of one (1) accessible swing.
- One (1) Balance Beam
- One (1) Transfer Station
- One (1) Bridge
- One (1) Zip-line

Surfacing:

Minimum of 12 inches compacted wood safety surfacing.

Design 3:

Site Dimensions: 30 ft. x 45 ft.
Budget: \$45,000 (must include all design, equipment, and installation costs)
Ages: 13+ years old
Design: Adult Outdoor Fitness

Comprehensive fitness package that offers flexibility, balance, strength, and low-impact aerobic workout activities, and includes the minimum following elements:

- One (1) Wobble Board
- One (1) Captains Chair
- One (1) Chest Press
- One (1) Lat Pull Down and Leg Press
- One (1) Trapeze Rack
- One (1) Recumbent Cycle
- One (1) Heavy Duty Bicycle Rack

Surfacing:

No Surfacing required.



REQUIRED FORM 5 – M/W/SBE UTILIZATION

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

The City maintains a strong commitment to the inclusion of MWSBEs in the City’s contracting and procurement process when there are viable subcontracting opportunities. Companies must submit this form with their proposal outlining any supplies and/or Services to be provided by each City certified SBE, and/or City registered MBE and WBE for the Contract. The City recommends you exhaust all efforts when identifying potential MWSBEs to participate on this RFP.

Please indicate if **your company** is any of the following:

☐ MBE ☐ WBE ☐ SBE ☐ None of the above

If your company has been certified with any of the agencies affiliated with the designations above, indicate which agency, the effective and expiration date of that certification below:

Agency Certifying: _____ Effective Date: _____ Expiration Date: _____

Identify outreach efforts that were employed by the firm to maximize inclusion of MWSBEs to be submitted with the firm’s proposal (attach additional sheets if needed):

Identify outreach efforts that will be employed by the firm to maximize inclusion during the contract period of the Project (attach additional sheets if needed):

List below all **MWSBEs** that you intend use on this Contract:

Subcontractor Name	Description of work or materials	Indicate either “M”, “S”, and/or “W”	City Vendor #

Representative (signed): _____

Date

Representative Name

REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Companies shall complete and submit the form below as part of their response to this RFP. Additional pages may be attached as needed to present the information requested.

Question	Response
Company’s legal name	
Company Location (indicate corporate headquarters and location that will be providing the Services).	
How many years has your company been in business? How long has your company been providing the Services as described in Section 4?	
List any projects or Services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.	
List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.	
Provide an overview and history of your company.	
If your company is a subsidiary, identify the number of employees in your company or division and the revenues of proposing company or division.	
Identify any certifications held by your company if you are implementing or reselling another company's Products or Services. Include how long the partnership or certification has been effect.	
Describe your company’s complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.	
Describe the ownership structure of your company, including any significant or controlling equity holders.	
Explain how your organization ensures that personnel performing the Services are qualified and proficient.	
If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.	

Required form 7 – References
RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Companies shall complete the form below. The City's preference is for references from organizations of similar size or where the Company is performing similar Services to those described herein. If such references are not available, individuals or companies that can speak to the Company's performance are adequate.

Reference 1	
Company Name	
Contact Name	
Phone Number	

Reference 2	
Company Name	
Contact Name	
Phone Number	

Reference 3	
Company Name	
Contact Name	
Phone Number	

Reference 4	
Company Name	
Contact Name	
Phone Number	

Reference 5	
Company Name	
Contact Name	
Phone Number	

REQUIRED FORM 8 – NON-DISCRIMINATION PROVISION

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

All requests for Bids or Bids issued for City Contracts shall include a certification to be completed by the Bidder or Proposer in substantially the following form:

The undersigned Bidder or Proposer hereby certifies and agrees that the following information is correct:

1. In preparing it's the enclosed Bid or Bid, the Bidder or Proposer has considered all Bids and Bids submitted from qualified, potential subcontractors and Company, and has not engaged in discrimination as defined in **Section 2**.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Bid or Bid submitted with this certification, and terminate any Contract awarded based on such Bid or Bid It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer to any remedies allowed thereunder, including possible disqualification from participating in City Contracts or Bid processes for up to two years.
4. As a condition of Contracting with the City, the Bidder or Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of Company and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the Bid or Bid and to any Contract awarded on such Bid or Bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder or Proposer to any remedies that are allowed thereunder.
5. As part of its Bid, or Proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a Bid to the City, the Bidder or Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in **Section 2**, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

NAME OF COMPANY: _____

BY: _____ TITLE: _____

SIGNATURE OF AUTHORIZED OFFICIAL: _____

DATE: _____

Required U.S. Communities Information**COMPANY WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION**

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

- A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?
YES____ NO____
- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states and the ability to deliver service in Alaska and Hawaii?
YES____ *NO____
(*If no, identify the states where you do not have the ability to provide service to Participating Public Agencies.)
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES____ *NO____
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)
- D. Check which applies for your company sales last year in the United States:
____ Sales between \$0 and \$25,000,000
____ Sales between \$25,000,001 and \$50,000,000
____ Sales between \$50,000,001 and \$100,000,000
____ Sales greater than \$100,000,001
- E. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?
YES____ NO____
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
YES____ NO____
- G. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES____ NO____
- H. Will your company commit to the following program implementation schedule?
YES____ NO____
- I. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
YES____ NO____

Submitted by:

(Printed Name)

(Signature)

(Title)

(Date)

Required U.S. Communities Information

SUPPLIER INFORMATION

Please respond to the following requests for information about your Company:

National Commitments

1. Proposer shall provide a written narrative of your understanding and acceptance of the Company Qualifications Commitments in Section 1.5.

Company

1. Provide the total number and location of sales persons employed by your Company in the United States.

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	San Francisco	CA
10	Atlanta	GA
12	Boise	ID
6	Lexington	KY
5	New Orleans	LA
3	Philadelphia	PA
	Etc.	Etc.
Total: 366		

2. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.
3. Provide the Company annual sales for 2014, 2015 and 2016 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2013, 2014, AND 2015			
Segment	2014 Sales	2015 Sales	2016 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

Required U.S. Communities Information

4. For the **proposed products and services included in the scope of your response**, provide annual sales for 2014, 2015 and 2016 in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2013, 2014, AND 2015			
Segment	2014 Sales	2015 Sales	2016 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

5. Provide a list of your Company's ten largest public agency customers, including contact information.

Distribution

- Describe how your company proposes to distribute the Products nationwide.
- Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
- Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- Provide the number and location of support centers (if applicable).
- If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.
 - If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), your company's diversity of owner employees, etc.
 - If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as

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defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Marketing

1. Outline your company's sales and marketing plan for marketing the Products to eligible agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?

National Staffing Plan

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined in Section One, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.
2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

<u>Role</u>	<u>Description of Role</u>	<u>Person Responsible</u>	<u>Time Commitment (%)</u>
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.		
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.		
Lead Referral Manager	Responsible for distributing leads generated through the USC website.		
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.		
IT Lead	Responsible for building USC landing page for supplier.		

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Reporting Lead	Responsible for providing monthly reports to USC.		
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3. Provide an organizational chart of your company.
4. Submit the a bio for each of the below personnel:
 - a. The person your company proposes to serve as the National Accounts Manager,
 - b. Each person that will be dedicated full time to U.S. Communities account management, and
 - c. Key executive personnel that will be supporting the program.

Products, Services and Solutions

1. Provide a description of the Products, Services and Solutions to be provided by the major product category set forth in Section Five of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. State your normal delivery time (in days) and any options for expediting delivery.
3. State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?
4. State restocking fees and procedures for returning products.
5. Specify guaranteed fill rate by product category specified in Section Five.
6. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
7. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Parts and Services.

Qualifications, Experience and Project Management Capabilities

1. Identify your company's authorized distributors and installers by U.S. state;
2. Identify your company's bonding capacity on a national basis (if applicable);
3. List the states where the bidder is licensed to do business (if applicable);
4. List the states where the bidder or sub-contractor is licensed to do business (if applicable);

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5. List the state construction licenses held, either directly by the bidder or a by a qualified distributor that has been actively and continuously involved with manufacturer (if applicable);

Administration

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing. Additionally, please provide the following:
 - a. In what formats do you accept orders (telephone, ecommerce, etc.)?
 - b. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
2. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
3. Describe your company's ecommerce capabilities:
 - a. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).
 - b. Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.
4. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information, contract term (including contract options) and annual volume by year for each of the last three years.
5. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.

Environmental

1. Provide a brief description of any company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.
2. Describe your company's process for defining, verifying, and labeling green/sustainable products and services in your offering. Explain how you help public agencies navigate toward the green products in your offering through website filters, keyword searches, displaying eco-logos, etc.

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3. Please indicate if you have any products in your offering that have any third-party environmental certifications.
4. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Financial Statements

1. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
2. Please include an audited income statement and balance sheet from the most recent reporting period in your proposal.

Additional Information

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

Required U.S. Communities Information**ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT ("Agreement") is made as of _____, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and _____ ("Supplier").

RECITALS

WHEREAS, _____ ("Lead Public Agency") has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of _____ (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "Public Agency" and collectively, "Public Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a "Participating Public Agency";

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "U.S. Communities Government Purchasing Alliance" is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

ARTICLE I**GENERAL TERMS AND CONDITIONS**

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

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1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

ARTICLE II**TERM OF AGREEMENT**

2.1 This Agreement is effective as of _____ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

ARTICLE III**REPRESENTATIONS AND COVENANTS**

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

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(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the “Founding Co-Sponsors”) and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier’s marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier’s sales force as provided herein. Through its staff (each, a “Program Manager” and collectively, the “Program Managers”), U.S. Communities shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities’ private intranet website which provides presentations, documents and information to assist Supplier’s sales force in effectively promoting the Master Agreement.

3.3 Supplier’s Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as “Supplier’s Commitments” and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) Corporate Commitment.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier’s primary contractual offering of Products and Services to Public Agencies. All of Supplier’s direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier’s primary offering and not just one of Supplier’s contract options.

(ii) Supplier’s sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier’s senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier’s Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating

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Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be

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required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) Economy Commitment. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master

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Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) **Sales Force Training.** Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) **Participating Public Agency Access.** Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;

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- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable

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attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV**PRICING AUDITS**

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V**FEES & REPORTING**

5.1 **Administrative Fees.** Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "**Administrative Fees**"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 **Sales Reports.** Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by **Exhibit B**, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("**Sales Report**"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

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5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:

- (i) Supplier's Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure
- (vi) U.S. Communities Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

5.6 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

ARTICLE VI**MISCELLANEOUS**

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6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.3 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:

U.S. Communities
9711 Washingtonian Blvd., Suite 100
Gaithersburg, MD 20878-7381
Attn: Program Manager Administration

Supplier:

Attn: U.S. Communities Program Manager

6.4 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.5 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

Required U.S. Communities Information

6.8 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.9 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[Remainder of Page Intentionally Left Blank – Signatures Follow]

Required U.S. Communities Information

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

By _____

Name: _____

Title: _____

Required U.S. Communities Information

ATTACHMENT A

MASTER AGREEMENT

(Lead Public Agency Master Agreement/Contract to be attached at time of award.)

Required U.S. Communities Information

ATTACHMENT B

SALES REPORT FORMAT

Appendix B - US (Data Format)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2012	2	5	318.00
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2012	2	5	212.00
SALES REPORT DATA FORMAT													
Column Name	Required	Data Type	Length	Example	Comment								
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.								
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below								
Account No.	Optional	Text	25 max		Depends on supplier account no.								
Agency Name	Yes	Text	255 max	Los Angeles County									
Dept Name	Optional	Text	255 max	Purchasing Dept									
Address	Yes	Text	255 max										
City	Yes	Text	255 max	Los Angeles	Must be a valid City name								
State	Yes	Text	2	CA									
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code								
Agency Type	Yes	Number	2	30	See Agency Type Table Below								
Year	Yes	Number	4	2010									
Qtr	Yes	Number	1	4									
Month	Yes	Number	2	12									
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas								
Agency Type Table													
Agency Type ID Agency Type Description													
10 K-12													
11 Community College													
12 College and University													
20 City													
21 City Special District													
22 Consolidated City/County													
30 County													
31 County Special District													
40 Federal													
41 Crown Corporations													
50 Housing Authority													
80 State Agency													
81 Independent Special District													
82 Non-Profit													
84 Other													

U.S. Communities Additional Provisions

U.S. COMMUNITIES ADDITIONAL PROVISIONS

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services.
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the

U.S. Communities Additional Provisions

Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

U.S. Communities Additional Provisions

STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other states:**State of Oregon, State of Hawaii, State of Washington**

AgencyName	State	COUNTY OF MAUI	HI
Malama Honua Public Charter School	HI	Lanai Community Health Center	HI
ST JOHN THE BAPTIST	HI	Maui High Band Booster Club	HI
Waimanalo Elementary and Intermediate School	HI	Tri-Isle Resource Conservation and Development District	HI
Kailua High School	HI	Kumulani Chapel	HI
PACIFIC BUDDHIST ACADEMY	HI	Chamber of Commerce Hawaii	HI
HAWAII TECHNOLOGY ACADEMY	HI	Naalehu Assembly of God	HI
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI	outrigger canoe club	HI
MARYKNOLL SCHOOL	HI	One Kalakaua	HI
ISLAND SCHOOL	HI	Native Hawaiian Hospitality Association	HI
STATE OF HAWAII, DEPT. OF EDUCATION	HI	St. Theresa School	HI
KE KULA O S. M. KAMAKAU	HI	Hawaii Peace and Justice	HI
KAMEHAMEHA SCHOOLS	HI	Kauai Youth Basketball Association	HI
HANAHAU`OLI SCHOOL	HI	NA HALE O MAUI	HI
KIHEI CHARTER SCHOOL	HI	LEEWARD HABITAT FOR HUMANITY	HI
EMMANUAL LUTHERAN SCHOOL	HI	WAIANAE COMMUNITY OUTREACH	HI
School Lunch Program	HI	NA LEI ALOHA FOUNDATION	HI
Ewa Makai Middle School	HI	HAWAII FAMILY LAW CLINIC	HI
Our Savior Lutheran School	HI	DBA ALA KUOLA	HI
BOARD OF WATER SUPPLY	HI	BUILDING INDUSTRY ASSOCIATION OF HAWAII	HI
MAUI COUNTY COUNCIL	HI	UNIVERSITY OF HAWAII	HI
Kauai County Council	HI	FEDERAL CREDIT UNION	HI
Honolulu Fire Department	HI		

U.S. Communities Additional Provisions

LANAKILA REHABILITATION CENTER INC.	HI	Kipuka o Ke Ola	HI
POLYNESIAN CULTURAL CENTER	HI	READ TO ME INTERNATIONAL FOUNDATION	HI
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	HI	MAUI FAMILY YMCA	HI
BISHOP MUSEUM	HI	WAILUKU FEDERAL CREDIT UNION	HI
ALCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	HI	ST. THERESA CHURCH	HI
ASSOCIATION OF OWNERS OF KUKUI PLAZA	HI	HALE MAHAOLU	HI
MAUI ECONOMIC DEVELOPMENT BOARD	HI	West Maui Community Federal Credit Union	HI
NETWORK ENTERPRISES, INC.	HI	Hawaii Island Humane Society	HI
HONOLULU HABITAT FOR HUMANITY	HI	Western Pacific Fisheries Council	HI
ALOHACARE	HI	Kama'aina Care Inc	HI
ORI ANUENUE HALE, INC.	HI	International Archaeological Research Institute, Inc.	HI
IUPAT, DISTRICT COUNCIL 50	HI	Community Empowerment Resources	HI
GOODWILL INDUSTRIES OF HAWAII, INC.	HI	Tutu and Me Traveling Preschool	HI
HAROLD K.L. CASTLE FOUNDATION	HI	First United Methodist Church	HI
MAUI ECONOMIC OPPORTUNITY, INC.	HI	United Chinese Society	HI
EAH, INC.	HI	Haggai Institue	HI
PARTNERS IN DEVELOPMENT FOUNDATION	HI	AOAO Royal Capitol Plaza	HI
HABITAT FOR HUMANITY MAUI	HI	Kumpang Lanai	HI
W. M. KECK OBSERVATORY	HI	Child and Family Service	HI
HAWAII EMPLOYERS COUNCIL	HI	MARINE SURF WAIKIKI, INC.	HI
HAWAII STATE FCU	HI	Hawaii Health Connector	HI
MAUI COUNTY FCU	HI	Hawaii Carpenters Market Recovery Program Fund	HI
PUNAHOU SCHOOL	HI	Puu Heleakala Community Association	HI
YMCA OF HONOLULU	HI	Saint Louis School	HI
EASTER SEALS HAWAII	HI	Kailua Racquet Club, Ltd.	HI
AMERICAN LUNG ASSOCIATION	HI	Homewise Inc.	HI
Pohaha I Ka Lani	HI	Hawaii Baptist Academy	HI
Hawaii Area Committee	HI	Kroc Center Hawaii	HI
Tri-Isle RC&D	HI	Kupu	HI
Lanai Federal Credit Union	HI	University of the Nations	HI
Aloha United Way	HI	ARGOSY UNIVERSITY	HI
		HAWAII PACIFIC UNIVERSITY	HI
		UNIVERSITY OF HAWAII AT MANOA	HI
		RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	HI
		BRIGHAM YOUNG UNIVERSITY	HI

U.S. Communities Additional Provisions

- HAWAII		Access	
University Clinical Research and Association	HI	CITY AND COUNTY OF HONOLULU	HI
CHAMINADE UNIVERSITY OF HONOLULU	HI	Lanai Youth Center	HI
Ricoh	HI	Silver Dolphin Bistro	HI
ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII	HI	Commander, Navy Region Hawaii	HI
Hawaii Information Consortium	HI	US Navy	HI
Leeward Community Church	HI	Defense Information System Agency	HI
E Malama In Keiki O Lanai	HI	84th Engineer Battalion	HI
Keawala'i Congregational Church	HI	Department of Veterans Affairs	HI
Lanai Community Hospital	HI	Central School District 13J (Polk County, Oregon)	OR
Angels at Play Preschool & Kindergarten	HI	Milton-Freewater Unified School District No 7	OR
Queen Emma Gardens AOA	HI	Scappoose Adventist School	OR
FAMILY SUPPORT SERVICES OF WEST HAWAII	HI	Ontario School District 8C	OR
Honolulu Community College	HI	Trillium Charter School	OR
COLLEGE OF THE MARSHALL ISLANDS	HI	Echo School District	OR
DOT Airports Division Hilo International Airport	HI	Warrenton Hammond School	OR
Judiciary - State of Hawaii	HI	Immanuel Lutheran School	OR
ADMIN. SERVICES OFFICE	HI	Columbia Academy	OR
SOH- JUDICIARY CONTRACTS AND PURCH	HI	VALLEY CATHOLIC SCHL	OR
STATE DEPARTMENT OF DEFENSE	HI	CROOK COUNTY SCHOOL DISTRICT	OR
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY	HI	CORBETT SCHL DIST #39	OR
HAWAII HEALTH SYSTEMS CORPORATION	HI	Trinity Lutheran Church and School	OR
HAWAII AGRICULTURE RESEARCH CENTER	HI	Bethel School District #52	OR
STATE OF HAWAII	HI	OREGON CITY PUBLIC SCHL	OR
Third Judicial Circuit - State of Hawaii	HI	Ppmc Education Committee	OR
State of Hawaii Department of Transportation	HI	Stayton Christian School	OR
Office of the Governor	HI	South Columbia Family School	OR
State of Hawaii-Department of Health-Disability & Communication	HI	Sunrise Preschool	OR
		St. Therese Parish/School	OR
		PINE-EAGLE SCHOOL DISTRICT 061	OR
		Portland YouthBuilders	OR
		Wallowa County ESD	OR
		Fern Ridge School District 28J	OR
		Knova Learning	OR
		New Horizon Christian School	OR
		MOLALLA RIVER ACADEMY	OR

U.S. Communities Additional Provisions

HIGH DESERT EDUCATION SERVICE DISTRICT	OR	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	OR
St. Luke Catholic School	OR	HARNEY EDUCATION SERVICE DISTRICT	OR
SOUTHWEST CHARTER SCHOOL	OR	GREATER ALBANY PUBLIC SCHOOL DISTRICT	OR
WHITEAKER MONTESSORI SCHOOL	OR	LAKE OSWEGO SCHOOL DISTRICT 7J	OR
CASCADES ACADEMY OF CENTRAL OREGON	OR	SOUTHERN OREGON EDUCATION SERVICE DISTRICT	OR
NEAH-KAH-NIE DISTRICT NO.56	OR	SILVER FALLS SCHOOL DISTRICT	OR
INTER MOUNTAIN ESD	OR	St Helens School District	OR
STANFIELD SCHOOL DISTRICT	OR	DAYTON SCHOOL DISTRICT NO.8	OR
LA GRANDE SCHOOL DISTRICT	OR	Amity School District 4-J	OR
CASCADE SCHOOL DISTRICT	OR	SCAPPOOSE SCHOOL DISTRICT 1J	OR
DUFUR SCHOOL DISTRICT NO.29	OR	REEDSPORT SCHOOL DISTRICT	OR
hillsboro school district	OR	FOREST GROVE SCHOOL DISTRICT	OR
GASTON SCHOOL DISTRICT 511J	OR	DAVID DOUGLAS SCHOOL DISTRICT	OR
BEAVERTON SCHOOL DISTRICT	OR	LOWELL SCHOOL DISTRICT NO.71	OR
COUNTY OF YAMHILL SCHOOL DISTRICT 29	OR	TIGARD-TUALATIN SCHOOL DISTRICT	OR
WILLAMINA SCHOOL DISTRICT	OR	SHERWOOD SCHOOL DISTRICT 88J	OR
MCMINNVILLE SCHOOL DISTRICT NO.40	OR	RAINIER SCHOOL DISTRICT	OR
Sheridan School District 48J	OR	NORTH CLACKAMAS SCHOOL DISTRICT	OR
THE CATLIN GABEL SCHOOL	OR	MONROE SCHOOL DISTRICT NO.1J	OR
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	OR	CHILDPEACE MONTESSORI	OR
CENTRAL CATHOLIC HIGH SCHOOL	OR	HEAD START OF LANE COUNTY	OR
CANYONVILLE CHRISTIAN ACADEMY	OR	HARNEY COUNTY SCHOOL DIST. NO.3	OR
OUR LADY OF THE LAKE SCHOOL	OR	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	OR
NYSSA SCHOOL DISTRICT NO. 26	OR	ARCHBISHOP FRANCIS	OR
ARLINGTON SCHOOL DISTRICT NO. 3	OR	NORBERT BLANCHET SCHOOL	OR
LIVINGSTONE ADVENTIST ACADEMY	OR	LEBANON COMMUNITY SCHOOLS NO.9	OR
Santiam Canyon SD 129J	OR	MT.SCOTT LEARNING CENTERS	OR
WEST HILLS COMMUNITY CHURCH	OR	SEVEN PEAKS SCHOOL	OR
BANKS SCHOOL DISTRICT	OR		
WILLAMETTE EDUCATION SERVICE DISTRICT	OR		

U.S. Communities Additional Provisions

DE LA SALLE N CATHOLIC HS	OR	GLIDE SCHOOL DISTRICT NO.12	OR
MULTISENSORY LEARNING ACADEMY	OR	SOUTH UMPQUA SCHOOL DISTRICT #19	OR
MITCH CHARTER SCHOOL	OR	YONCALLA SCHOOL DISTRICT NO.32	OR
REALMS CHARTER SCHOOL	OR	ELKTON SCHOOL DISTRICT NO.34	OR
BAKER SCHOOL DISTRICT 5-J	OR	DOUGLAS COUNTY SCHOOL DISTRICT 116	OR
PHILOMATH SCHOOL DISTRICT	OR	HOOD RIVER COUNTY SCHOOL DISTRICT	OR
CLACKAMAS EDUCATION SERVICE DISTRICT	OR	PHOENIX-TALENT SCHOOL DISTRICT NO.4	OR
CANBY SCHOOL DISTRICT	OR	CENTRAL POINT SCHOOL DISTRICT NO. 6	OR
OREGON TRAIL SCHOOL DISTRICT NO.46	OR	JACKSON CO SCHOOL DIST NO.9	OR
WEST LINN WILSONVILLE SCHOOL DISTRICT	OR	ROGUE RIVER SCHOOL DISTRICT NO.35	OR
MOLALLA RIVER SCHOOL DISTRICT NO.35	OR	MEDFORD SCHOOL DISTRICT 549C	OR
ESTACADA SCHOOL DISTRICT NO.108	OR	CULVER SCHOOL DISTRICT NO.	OR
GLADSTONE SCHOOL DISTRICT	OR	JEFFERSON COUNTY SCHOOL DISTRICT 509-J	OR
ASTORIA SCHOOL DISTRICT 1C	OR	GRANTS PASS SCHOOL DISTRICT 7	OR
SEASIDE SCHOOL DISTRICT 10	OR	LOST RIVER JR/SR HIGH SCHOOL	OR
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	OR	KLAMATH FALLS CITY SCHOOLS	OR
VERNONIA SCHOOL DISTRICT 47J	OR	LANE COUNTY SCHOOL DISTRICT 4J	OR
SOUTH COAST EDUCATION SERVICE DISTRICT	OR	SPRINGFIELD SCHOOL DISTRICT NO.19	OR
COOS BAY SCHOOL DISTRICT NO.9	OR	CRESWELL SCHOOL DISTRICT	OR
COOS BAY SCHOOL DISTRICT	OR	SOUTH LANE SCHOOL DISTRICT 45J3	OR
NORTH BEND SCHOOL DISTRICT 13	OR	LANE COUNTY SCHOOL DISTRICT 69	OR
COQUILLE SCHOOL DISTRICT 8	OR	SIUSLAW SCHOOL DISTRICT	OR
MYRTLE POINT SCHOOL DISTRICT NO.41	OR	SWEET HOME SCHOOL DISTRICT NO.55	OR
BANDON SCHOOL DISTRICT	OR	LINN CO. SCHOOL DIST. 95C - SCIO SD	OR
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	OR	ONTARIO MIDDLE SCHOOL	OR
REDMOND SCHOOL DISTRICT	OR	GERVAIS SCHOOL DIST. #1	OR
DESCHUTES COUNTY SD NO.6 - SISTERS SD	OR	NORTH SANTIAM SCHOOL DISTRICT 29J	OR
DOUGLAS EDUCATION SERVICE DISTRICT	OR		
ROSEBURG PUBLIC SCHOOLS	OR		

U.S. Communities Additional Provisions

JEFFERSON SCHOOL DISTRICT	OR	Vale School District No. 84	OR
SALEM-KEIZER PUBLIC SCHOOLS	OR	St. Mary School	OR
MT. ANGEL SCHOOL DISTRICT NO.91	OR	Junction City High School	OR
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES	OR	Three Rivers School District	OR
MORROW COUNTY SCHOOL DISTRICT	OR	Fern Ridge School District	OR
MULTNOMAH EDUCATION SERVICE DISTRICT	OR	JESUIT HIGH SCHL EXEC OFC	OR
GRESHAM-BARLOW SCHOOL DISTRICT	OR	LASALLE HIGH SCHOOL	OR
DALLAS SCHOOL DISTRICT NO. 2	OR	Southwest Christian School	OR
CENTRAL SCHOOL DISTRICT 13J	OR	Willamette Christian School	OR
St. Mary Catholic School	OR	Westside Christian High School	OR
CROSSROADS CHRISTIAN SCHOOL	OR	CS LEWIS ACADEMY	OR
ST. ANTHONY SCHOOL	OR	Portland America School	OR
Pedee School	OR	Forest Hills Lutheran School	OR
HERITAGE CHRISTIAN SCHOOL	OR	Mosier Community School	OR
BEND-LA PINE SCHOOL DISTRICT	OR	Koreducators Lep High	OR
GLENDALE SCHOOL DISTRICT	OR	Warrenton Hammond School District	OR
LINCOLN COUNTY SCHOOL DISTRICT	OR	Sutherlin School District	OR
PORTLAND PUBLIC SCHOOLS	OR	Malheur Elementary School District	OR
REYNOLDS SCHOOL DISTRICT	OR	Ontario School District	OR
CENTENNIAL SCHOOL DISTRICT	OR	Parkrose School District 3	OR
NOBEL LEARNING COMMUNITIES	OR	Riverdale School District 51J	OR
St. Stephen's Academy	OR	Tillamook School District	OR
McMinnville Adventist Christian School	OR	Madeleine School	OR
Salem-Keizer 24J	OR	Union School District	OR
McKay High School	OR	Helix School District	OR
Pine Eagle Charter School	OR	Riddle School District	OR
Waldo Middle School	OR	Ashbrook Independent School	OR
OAKLAND SCHOOL DISTRICT 001	OR	Molalla River School District	OR
hermiston school district	OR	Corvallis School District 509J	OR
Clear Creek Middle School	OR	Falls City School District #57	OR
Marist High School	OR	Portland Christian Schools	OR
Victory Academy	OR	LUCKIAMUTE VALLEY CHARTER SCHOOLS	OR
		Insight School of Oregon Painted Hills	OR
		Deer Creek Elementary School	OR
		Yamhill Carlton School District	OR
		COLTON SCHL DIST 53	OR
		HARRISBURG SCHL DIST	OR
		CENTRAL CURRY SCHL DIST#1	OR
		BNAI BRITH CAMP	OR
		OREGON FOOD BANK	OR

U.S. Communities Additional Provisions

HOSANNA CHRISTIAN SCHL	OR	GILLIAM COUNTY OREGON	OR
ABIQUA SCHL	OR	UMATILLA COUNTY, OREGON	OR
Salem keizar school district	OR	DOUGLAS ELECTRIC	OR
Scio High School	OR	COOPERATIVE, INC.	
Athena Weston School District 29RJ	OR	MULTNOMAH LAW LIBRARY	OR
Butte Falls School District	OR	clackamas county	OR
Bend International School	OR	CLATSOP COUNTY	OR
Imbler School District #11	OR	COLUMBIA COUNTY, OREGON	OR
monument school	OR	coos county	OR
PENDLETON SCHOOL DISTRICT	OR	CROOK COUNTY ROAD	OR
#16R		DEPARTMENT	
Ohara Catholic School	OR	CURRY COUNTY OREGON	OR
MARCOLA SCHOOL DISTRICT	OR	DESCHUTES COUNTY	OR
079J		GILLIAM COUNTY	OR
LINN-BENTON-LINCOLN ESD	OR	GRANT COUNTY, OREGON	OR
Reynolds High School	OR	HARNEY COUNTY SHERIFFS	OR
St. Paul School District	OR	OFFICE	
Sabin-Schellenberg Technical Center	OR	HOOD RIVER COUNTY	OR
St Paul Parish School	OR	jackson county	OR
Joseph School District	OR	josephine county	OR
EagleRidge High School	OR	klamath county	OR
Grant Community School	OR	LANE COUNTY	OR
Hope chinese charter	OR	LINN COUNTY	OR
Northwest Academy	OR	MARION COUNTY , SALEM,	OR
Sunny Wolf Charter School	OR	OREGON	
MCKENZIE SCHOOL DISTRICT	OR	MULTNOMAH COUNTY	OR
068		SHERMAN COUNTY	OR
L'Etoiile French Immersion School	OR	WASCO COUNTY	OR
LA GRANDE SCHOOL DISTRICT	OR	YAMHILL COUNTY	OR
001		WALLOWA COUNTY	OR
FOSSIL SCHOOL DISTRICT 21J	OR	ASSOCIATION OF OREGON	OR
Marist Catholic High School	OR	COUNTIES	
Springfield Public Schools	OR	NAMI LANE COUNTY	OR
Elgin school dist.	OR	BENTON COUNTY	OR
PLEASANT HILL SCH DIST #1	OR	DOUGLAS COUNTY	OR
Ukiah School District 80R	OR	JEFFERSON COUNTY	OR
Lake Oswego Montessori School	OR	LAKE COUNTY	OR
North Powder Charter School	OR	LINCOLN COUNTY	OR
Siletz Valley School	OR	POLK COUNTY	OR
French American School	OR	UNION COUNTY	OR
Mastery Learning Institute	OR	WASHINGTON COUNTY	OR
North Lake School District 14	OR	MORROW COUNTY	OR
Early College High School	OR	Mckenzie Personnel Services	OR

U.S. Communities Additional Provisions

Washington County Facilities & Park Services	OR	Bend Elks Lodge 1371	OR
		Friendly House, Inc.	OR
Multnomah County Department of Community Justice	OR	Klamath Siskiyou Wildlands Center	OR
		Grants Pass Seventh-day Adventist Church	OR
NORCOR Juvenile Detention	OR		
Tillamook County Estuary	OR	Corvallis Waldorf School	OR
Job Council	OR	Farmworkers Housing Development Corporation	OR
BAKER CNTY GOVT	OR		
TILLAMOOK CNTY	OR	World Forestry Center	OR
Multnomah County Dept of County Assets	OR	Adapt	OR
		Kid Time	OR
Wheeler County	OR	Oregon Farm Bureau	OR
Clackamas County Service District # 1/Tri-City Service District	OR	Mt Emily Safe Center	OR
		Salem First Presbyterian Church	OR
Resource Connections of Oregon	OR	Rolling Hills Baptist Church	OR
Lane County Sheriff's Office	OR	Baker Elks	OR
Clatsop County Sheriff's Office	OR	Gates Community Church of Christ	OR
Harney County Community Corrections	OR	PIP Corps LLC	OR
Grant County Economic Development	OR	Turtle Ridge Wildlife Center	OR
Clackamas County Juvenile Dept	OR	Grande Ronde Model Watershed Foundation	OR
Columbia Basin Care Facility	OR	Western Environmental Law Center	OR
City of Seaside Police Department	OR	Oregon District 7 Little League	OR
Tamarack Aquatic Center	OR	Mercy Flights, Inc.	OR
Seven Feathers Casino	OR	Metropolitan Contractor Improvement Partnership	OR
Oliver P Lent PTA	OR		
Willamette Valley Rehab Center	OR	The Christian Church of Hillsboro Oregonb	OR
St Paul Baptist Church	OR		
Long Tom Watershed Council	OR	Congregation Neveh Shalom	OR
San Martin Deporres Catholic Church	OR	My Fathers House	OR
Portland Parks Foundation	OR	Step Forward Activities Inc	OR
Sweet Home United Methodist Church	OR	HHoly Trinity Greek Orthodox Cathedral	OR
Cedar Hills Baptist Church	OR	MECOP Inc.	OR
Good Samaritan Ministries	OR	Workforce Northwest Inc	OR
Unitarian Universalist Church in Eugene	OR	Lane Arts Council	OR
Emmanuel Bible Church	OR	Building Healthy Family	OR
Portland Community Media	OR	Integral Youth Services	OR
La Pine Chamber of Commerce	OR	Children Center At Trinity	OR
Stone Creek Christian Church	OR	Beaverton Christians Church	OR
Rogue Valley Youth Football	OR	Oregon Humanities	OR
		St. Pius X School	OR

U.S. Communities Additional Provisions

Community Connection of Northeast Oregon, Inc.	OR	REDMOND PROFICIENCY ACADEMY	OR
St Mark Presbyterian Church	OR	OHSU FOUNDATION	OR
Living Opportunities, Inc.	OR	SHELTERCARE	OR
Coos Art Museum	OR	PRINGLE CREEK SUSTAINABLE LIVING CENTER	OR
OETC	OR	PACIFIC INSTITUTES FOR RESEARCH	OR
Blanchet House of Hospitality	OR	Mental Health for Children, Inc.	OR
Garten Services Inc	OR	The Dreaming Zebra Foundation	OR
Incite Incorporated	OR	LAUREL HILL CENTER	OR
Merchants Exchange of Portland, Oregon	OR	THE OREGON COMMUNITY FOUNDATION	OR
Coalition for a Livable Future	OR	OCHIN	OR
West Salem United Methodist	OR	WE CARE OREGON	OR
Central Oregon Visitors Association	OR	SE WORKS	OR
Soroptimist International of Gold Beach, OR	OR	ENTERPRISE FOR EMPLOYMENT AND EDUCATION	OR
Real Life Christian Church	OR	OMNIMEDIX INSTITUTE	OR
Dayton Christian Church	OR	PORTLAND BUSINESS ALLIANCE	OR
Delphian School	OR	GATEWAY TO COLLEGE NATIONAL NETWORK	OR
AVON	OR	FOUNDATIONS FOR A BETTER OREGON	OR
EPUD-Emerald People's Utility District	OR	GOAL ONE COALITION	OR
Human Solutions, Inc.	OR	ATHENA LIBRARY FRIENDS ASSOCIATION	OR
The Wallace Medical Concern	OR	Coastal Family Health Center	OR
Boys & Girls Club of Salem, Marion & Polk Counties	OR	CENTER FOR COMMUNITY CHANGE	OR
The Ross Ragland Theater and Cultural Center	OR	STAND FOR CHILDREN	OR
Cascade Health Solutions	OR	ST. VINCENT DEPAUL OF LANE COUNTY	OR
Umpqua Community Health Center	OR	EAST SIDE FOURSQUARE CHURCH	OR
ALZHEIMERS NETWORK OF OREGON	OR	CORVALLIS MOUNTAIN RESCUE UNIT	OR
NATIONAL WILD TURKEY FEDERATION	OR	InventSuccess	OR
TILLAMOOK ESTUARIES PARTNERSHIP	OR	SHERIDAN JAPANESE SCHOOL FOUNDATION	OR
LIFEWORCS NW	OR	The Blosser Center for Dyslexia Resources	OR
Independent Development Enterprise Alliance	OR	MOSAIC CHURCH	OR
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	OR		
HALFWAY HOUSE SERVICES, INC.	OR		

U.S. Communities Additional Provisions

HOUSING AUTHORITY OF LINCOLN COUNTY	OR	OREGON MUSUEM OF SCIENCE AND INDUSTRY	OR
RENEWABLE NORTHWEST PROJECT	OR	FIRST UNITARIAN CHURCH	OR
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	OR	ST. ANTHONY CHURCH	OR
CONSERVATION BIOLOGY INSTITUTE	OR	Good Shepherd Medical Center	OR
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.	OR	Salem Academy	OR
BLACHLY LANE ELECTRIC COOPERATIVE	OR	GEN CONF OF SDA CHURCH WESTERN OR	OR
MORNING STAR MISSIONARY BAPTIST CHURCH	OR	PORTLAND ADVENTIST ACADEMY	OR
NORTHWEST FOOD PROCESSORS ASSOCIATION	OR	ST VINCENT DE PAUL OUTSIDE IN	OR
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	OR	UNITED CEREBRAL PALSY OF OR AND SW WA	OR
OREGON EDUCATION ASSOCIATION	OR	WILLAMETTE VIEW INC.	OR
HEARING AND SPEECH INSTITUTE INC	OR	PORTLAND HABILITATION CENTER, INC.	OR
SALEM ELECTRIC	OR	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	OR
MORRISON CHILD AND FAMILY SERVICES	OR	ROSE VILLA, INC.	OR
JUNIOR ACHIEVEMENT	OR	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	OR
CENTRAL BIBLE CHURCH	OR	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	OR
MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL	OR	ROGUE FEDERAL CREDIT UNION	OR
TRILLIUM FAMILY SERVICES, INC.	OR	Oregon Research Institute	OR
YWCA SALEM	OR	WILLAMETTE LUTHERAN HOMES, INC	OR
PORTLAND ART MUSEUM	OR	LANE MEMORIAL BLOOD BANK	OR
SAINT JAMES CATHOLIC CHURCH	OR	PORTLAND JEWISH ACADEMY	OR
SOUTHERN OREGON HUMANE SOCIETY	OR	LANECO FEDERAL CREDIT UNION	OR
VOLUNTEERS OF AMERICA OREGON	OR	GRANT PARK CHURCH	OR
CENTRAL DOUGLAS COUNTY FAMILY YMCA	OR	ST. MARYS OF MEDFORD, INC.	OR
METROPOLITAN FAMILY SERVICE	OR	US CONFERENCE OF MENONNITE BRETHREN CHURCHES	OR
		FAITHFUL SAVIOR MINISTRIES	OR
		OREGON CITY CHURCH OF THE NAZARENE	OR
		OREGON COAST COMMUNITY	OR

U.S. Communities Additional Provisions

ACTION		HELP NOW! ADVOCACY	OR
EDUCATION NORTHWEST	OR	CENTER	
COMMUNITY ACTION TEAM, INC.	OR	TENAS ILLAHEE CHILDCARE CENTER	OR
EUGENE SYMPHONY ASSOCIATION, INC.	OR	SUNRISE ENTERPRISES	OR
STAR OF HOPE ACTIVITY CENTER INC.	OR	LOOKING GLASS YOUTH AND FAMILY SERVICES	OR
SPARC ENTERPRISES	OR	SERENITY LANE	OR
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	OR	EAST HILL CHURCH	OR
SALEM ALLIANCE CHURCH	OR	LA GRANDE UNITED METHODIST CHURCH	OR
Lane Council of Governments	OR	COAST REHABILITATION SERVICES	OR
FORD FAMILY FOUNDATION	OR	Edwards Center Inc	OR
TRAILS CLUB	OR	ALVORD-TAYLOR	OR
NEWBERG FRIENDS CHURCH	OR	INDEPENDENT LIVING SERVICES	
WOODBURN AREA CHAMBER OF COMMERCE	OR	NEW HOPE COMMUNITY CHURCH	OR
CONTEMPORARY CRAFTS MUSEUM AND GALLERY	OR	KLAMATH HOUSING AUTHORITY	OR
CITY BIBLE CHURCH	OR	QUADRIPLIGICS UNITED	OR
OREGON LIONS SIGHT & HEARING FOUNDATION	OR	AGAINST DEPENDENCY, INC.	
PORTLAND WOMENS CRISIS LINE	OR	SPONSORS, INC.	OR
THE SALVATION ARMY - CASCADE DIVISION	OR	COLUMBIA COMMUNITY MENTAL HEALTH	OR
WILLAMETTE FAMILY	OR	ADDICTIONS RECOVERY CENTER, INC	OR
WHITE BIRD CLINIC	OR	METRO HOME SAFETY REPAIR PROGRAM	OR
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES	OR	OREGON SUPPORTED LIVING PROGRAM	OR
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	OR	SOUTH COAST HOSPICE, INC.	OR
HOUSING NORTHWEST	OR	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	OR
OREGON ENVIRONMENTAL COUNCIL	OR	The International School	OR
MEALS ON WHEELS PEOPLE, INC.	OR	REBUILDING TOGETHER - PORTLAND INC.	OR
FAITH CENTER	OR	PENDLETON ACADEMIES	OR
Bob Belloni Ranch, Inc.	OR	PACIFIC FISHERY MANAGEMENT COUNCIL	OR
GOOD SHEPHERD COMMUNITIES	OR	DOGS FOR THE DEAF, INC.	OR
SACRED HEART CATHOLIC DAUGHTERS	OR	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.	OR

U.S. Communities Additional Provisions

EMMAUS CHRISTIAN SCHOOL	OR	PREGNANCY RESOUC	OR
DELIGHT VALLEY CHURCH OF CHRIST	OR	CENTERS OF GRETER PORTLAND	
SAINT CATHERINE OF SIENA CHURCH	OR	ELMIRA CHURCH OF CHRIST	OR
PORT CITY DEVELOPMENT CENTER	OR	JASPER MOUNTAIN	OR
VIRGINIA GARCIA MEMORIAL HEALTH CENTER	OR	ACUMENTRA HEALTH WORKSYSTEMS INC	OR
CENTRAL CITY CONCERN	OR	COVENANT CHRISTIAN HOOD RIVER	OR
CANBY FOURSQUARE CHURCH	OR	OREGON DONOR PROGRAM	OR
EMERALD PUD	OR	NAMI OREGON	OR
VERMONT HILLS FAMILY LIFE CENTER	OR	OLIVET BAPTIST CHURCH	OR
BENTON HOSPICE SERVICE	OR	SILVERTON AREA COMMUNITY AID	OR
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	OR	CONFEDERATED TRIBES OF GRAND RONDE	OR
COMMUNITY CANCER CENTER	OR	NEIGHBORIMPACT	OR
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	OR	CATHOLIC COMMUNITY SERVICES	OR
CASCADIA BEHAVIORAL HEALTHCARE	OR	NEW AVENUES FOR YOUTH INC	OR
WILD SALMON CENTER	OR	LA CLINICA DEL CARINO	OR
BROAD BASE PROGRAMS INC.	OR	FAMILY HEALTH CARE CENTER	
SUNNYSIDE FOURSQUARE CHURCH	OR	DECISION SCIENCE RESEARCH INSTITUTE, INC.	OR
TRAINING EMPLOYMENT CONSORTIUM	OR	WESTERN STATES CENTER	OR
RELEVANT LIFE CHURCH	OR	HIV ALLIANCE, INC	OR
211INFO	OR	PARTNERSHIPS IN COMMUNITY LIVING, INC.	OR
SONRISE CHURCH	OR	FANCONI ANEMIA RESEARCH FUND INC.	OR
LIVING WAY FELLOWSHIP	OR	BLIND ENTERPRISES OF OREGON	OR
Women's Safety & Resource Center	OR	OREGON BALLET THEATRE	OR
SEXUAL ASSAULT RESOURCE CENTER	OR	SMART	OR
IRCO	OR	All God's Children International	OR
NORTHWEST YOUTH CORPS	OR	FARMWORKER HOUISNG DEV CORP	OR
TILLAMOOK CNTY WOMENS CRISIS CENTER	OR	UMPQUA COMMUNITY DEVELOPMENT CORPORATION	OR
SECURITY FIRST CHILD DEVELOPMENT CENTER	OR	REGIONAL ARTS AND CULTURE COUNCIL	OR
CLASSROOM LAW PROJECT	OR	THE EARLY EDUCATION PROGRAM, INC.	OR
YOUTH GUIDANCE ASSOC.	OR	MACDONALD CENTER	OR

U.S. Communities Additional Provisions

EVERGREEN AVIATION	OR	WORD OF LIFE COMMUNITY	OR
MUSEUM AND CAP. MICHAEL KING.		CHURCH	
SELF ENHANCEMENT INC.	OR	SOCIAL VENTURE PARTNERS	OR
FRIENDS OF THE CHILDREN	OR	PORTLAND	
SOUTH LANE FAMILY NURSERY	OR	OREGON PROGRESS FORUM	OR
DBA FAMILY RELIEF NURSE		CENTER FOR RESEARCH TO PRACTICE	OR
COMMUNITY VETERINARY CENTER	OR	WESTERN RIVERS CONSERVANCY	OR
PORTLAND SCHOOLS FOUNDATION	OR	UNITED WAY OF THE COLUMBIA WILLAMETTE	OR
SUSTAINABLE NORTHWEST	OR	EUGENE BALLET COMPANY	OR
OREGON DEATH WITH DIGNITY	OR	EAST WEST MINISTRIES INTERNATIONAL	OR
BIRCH COMMUNITY SERVICES, INC.	OR	SISKIYOU INITIATIVE	OR
BAY AREA FIRST STEP, INC.	OR	EDUCATIONAL POLICY IMPROVEMENT CENTER	OR
OSLC COMMUNITY PROGRAMS	OR		
EN AVANT, INC.	OR	North Pacific District of Foursquare Churches	OR
ASHLAND COMMUNITY HOSPITAL	OR	CATHOLIC CHARITIES	OR
NORTHWEST ENERGY EFFICIENCY ALLIANCE	OR	FIRST CHURCH OF THE NAZARENE	OR
BONNEVILLE ENVIRONMENTAL FOUNDATION	OR	WESTSIDE BAPTIST CHURCH	OR
SUMMIT VIEW COVENANT CHURCH	OR	Housing Development Center	OR
SALMON-SAFE INC.	OR	Hoodview Christian Church	OR
BETHEL CHURCH OF GOD	OR	Child Evangelism Fellowship	OR
PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL	OR	Little Promises Children's Program	OR
SAINT ANDREW NATIVITY SCHOOL	OR	UNION GOSPEL MISSION	OR
BARLOW YOUTH FOOTBALL	OR	GRACE BAPTIST CHURCH	OR
SPOTLIGHT THEATRE OF PLEASANT HILL	OR	COMMUNITY ACTION ORGANIZATION	OR
FAMILIES FIRST OF GRANT COUNTY, INC.	OR	OUTSIDE IN	OR
TOUCHSTONE PARENT ORGANIZATION	OR	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	OR
CANCER CARE RESOURCES	OR	ELAW	OR
CASCADIA REGION GREEN BUILDING COUNCIL	OR	COMMUNITY HEALTH CENTER, INC	OR
SHERMAN DEVELOPMENT LEAGUE, INC.	OR	Greater Portland INC	OR
SCIENCEWORKS	OR	Eugene Builders Exchange	OR
		Boys & Girls Club of Corvallis	OR
		Southeast Uplift Neighborhood Coalition	OR
		First United Presbyterian Church	OR
		PDX Wildlife	OR

U.S. Communities Additional Provisions

Friends of the Opera House	OR	Northwest Habitat Institute	OR
Jackson-Josephine 4-C Council	OR	Winding Waters Medical Clinic	OR
North Coast Family Fellowship	OR	First Baptist Church	OR
P E C I	OR	The Nature Conservancy, Willamette	OR
Childswork Learning Center	OR	Valley Field Office	
Portland Schools Alliance	OR	Serenity Lane Health Services	OR
New Artists Performing Arts	OR	Portland Community Reinvestment	OR
Productions, Inc.		Initiatives, Inc.	
Relief Nursery	OR	Christians As Family Adovates	OR
St. Mary's Episcopal Church	OR	GeerCrest Farm & Historical Society	OR
Viking Sal Senior Center	OR	College United Methodist Church	OR
Boys and Girls Club of the rogue	OR	The Collins Foundation	OR
valley		Prince of Peace Lutheran Church &	OR
Lincoln City Chamber of Commerce	OR	School	
DrupalCon Inc., DBA Drupal	OR	NEDCO	OR
Association		Salem Evangelical Church	OR
Albany Partnership for Housing and	OR	Wild Lilac Child Development	OR
Community Development		Community	
SEED OF FAITH MINISTRIES	OR	Daystar Education, Inc.	OR
Hermiston Christian Center & School	OR	Oregon Social Learning Center	OR
SALEM FREE CLINICS	OR	Pain Society of Oregon	OR
Dress for Success Oregon	OR	environmental law alliance worldwide	OR
Beaverton Rock Creek Foursquare	OR	Community in Action	OR
Church		Safe Harbors	OR
St Paul Catholic Church	OR	FIRST CHRISTIAN CHURCH	OR
St Mary's Catholic School and Parish	OR	Pacific Classical Ballet	OR
Polk Soil and Water Conservation	OR	Depaul Industries	OR
District		African American Health Coalition	OR
Street Ministry	OR	Jesus Prayer Book	OR
La Grande Church of the Nazarene	OR	Coalition Of Community Health	OR
Spruce Villa, Inc.	OR	River Network	OR
OREGON SCHOOL BOARDS	OR	CCI Enterprises Inc	OR
ASSOCIATION		Oregon Nurses Association	OR
House of Prayer for All Nations	OR	GOODWILL INDUSTRIES OF THE	OR
Sacred Heart Catholic Church	OR	COLUMBIA WILLAMETTE	
African American Health Coaliton,	OR	Mount Angel Abbey	OR
Inc.		YMCA OF ASHLAND	OR
Happy Canyon Company	OR	YMCA OF COLUMBIA-	OR
Village Home Education Resource	OR	WILLAMETTE ASSOCIATION	
Center		SERVICES	
Monet's Children's Circle	OR	Multnomah Law Library	OR
Cascade Housing Association	OR	Friends Of Tryon Creek State P	OR
Dayspring Fellowship	OR		

U.S. Communities Additional Provisions

Ontrack Inc.	OR	Grace Chapel	OR
Calvin Presbyterian Church	OR	CHILDREN'S MUSEUM 2ND	OR
HOLT INTL CHILD	OR	Solid Rock	OR
St John The Baptist Catholic	OR	West Chehalem Friends Church	OR
Portland Foursquare Church	OR	Guide Dogs For The Blind	OR
Portland Christian Center	OR	Aldersgate Camps and Retreats	OR
Church Extension Plan	OR	St. Katherine's Catholic Church	OR
Occu Afghanistan Relief Effort	OR	The Alliance NW of the Christian &	OR
EUGENE FAMILY YMCA	OR	Missionary Alliance	
Christ The King Parish and School	OR	Bags of Love	OR
Newberg Christian Church	OR	Grand View Baptist Church	OR
First United Methodist Church	OR	Green Electronics Council	OR
Zion Lutheran Church	OR	Scottish Rite	OR
Southwest Bible Church	OR	Western Wood Products Association	OR
Community Works Inc	OR	THE NEXT DOOR	OR
Masonic Lodge Pearl 66	OR	NATIONAL PSORIASIS	OR
Molalla Nazarene Church	OR	FOUNDATION	
Transition Projects, Inc	OR	NEW BEGINNINGS CHRISTIAN	OR
St Michaels Episcopal Church	OR	CENTER	
Saint Johns Catholich Church	OR	HIGHLAND UNITED CHURCH OF	OR
Access Inc	OR	CHRIST	
Community Learning Center	OR	OREGON REPERTORY SINGERS	OR
Old Mill Center for Children and	OR	HIGHLAND HAVEN	OR
Families		FAIR SHARE RESEARCH AND	OR
		EDUCATION FUND	
Sunny Oaks Inc	OR	Oregon Satsang Society, Inc., A	OR
Hospice Center Bend La Pine	OR	chartered Affiliate of ECKANKAR ,	
Westside Foursquare Church	OR	ECKA	
Relief Nursery Inc	OR	First Baptist Church of Enterprise	OR
Morning Star Community Church	OR	The Canby Center	OR
MULTNOMAH DEFENDERS INC	OR	REDMOND FIRE & RESCUE	OR
Providence Health System	OR	Instituto de Cultura y Arte In Xochitl	OR
Holy Trinity Catholic Church	OR	In Cuicatl	
Holy Redeemer Catholic Church	OR	McKenzie Personnel Systems	OR
Alliance Bible Church	OR	OSLC COMMUNITY PROGRAMS	OR
CARE OREGON	OR	OCP	
Mid Columbia Childrens Council	OR	Oregon Nikkei Endowment	OR
HUMANE SOCIETY OF	OR	Grace Community Church	OR
REDMOND		Eastern Oregon Alcoholism	OR
Our Redeemer Lutheran Church	OR	Foundation	
Kbps Public Radio	OR	Grantmakers for Education	OR
Skyball Salem Keizer Youth Bas	OR	The Spiral Gallery	OR
Open Technology Center	OR	The ALS Association Oregon and SW	OR
		Washington Chapter	

U.S. Communities Additional Provisions

Children's Relief Nursery	OR	LUKE DORF INC	OR
Home Builders	OR	FAMILY CARE INC	OR
New Life Baptist Church	OR	MEDICAL TEAMS INTL	OR
Feral Cat Awareness Team	OR	Clean Slate Canine Rescue &	OR
Florence United Methodist Church	OR	Rehabilitation	
World of Speed	OR	St. Martins Episcopal church	OR
SW Community Health Center	OR	Food for Lane County	OR
Energy Trust of Oregon	OR	Clatsop Behavioral Healthcare	OR
St. Vincent de Paul Church	OR	columbia gorge discovery center and	OR
Fr. Bernard Youth Center	OR	museum	
Oregon Psychoanalytic Center	OR	NAMI of Washington County	OR
Store to Door	OR	American Legion Aloha Post 104	OR
Oregon Translational Research and	OR	The Dalles Art Association	OR
Development Insitute		Temple Beth Israel	OR
Depaul Industries	OR	Willamette Leadership	OR
OUR LADY OF PERPETUAL HELP	OR	Academy/Pioneer Youth Corps Of	
CATHOLIC CHURCH ALBANY		Oregon	
OREGON		Rose Haven	OR
SELCO Community Credit Union	OR	Dallas Church	OR
Prairie Baptist Church	OR	OREGON STATE UNIVERSITY	OR
North Coast Christian Church	OR	BOOKSTORE INC	
Union County Economic	OR	NORTH WILLAMETTE VALLEY	OR
Development Corp.		HABITAT FOR HUMANITY	
Camelto Theatre Company	OR	FAIRFIELD BAPTIST CHURCH	OR
Camp Fire Columbia	OR	Sexual Assault Support Services	OR
TAKE III OUTREACH	OR	Neskowin Valley School	OR
Rolling Hills Community Church	OR	RON WILSON CENTER FOR	OR
Eugene Swim and Tennis Club	OR	EFFECTIVE LIVING INC	
Summa Institute	OR	St. Joseph Shelter	OR
Amani Center	OR	The Inn Home for Boys, Inc.9138	OR
Billy Webb Elks lodge #1050	OR	MCKENZIEWATERSHED	OR
Silverton Senior Center	OR	COUNCIL	
First Evangelical Presbyterian Church	OR	Opportunity Connections	OR
of Oregon City		MENNONITE HOME OF ALBANY	OR
Joyful Servant Lutheran Church	OR	INC	
Sandy Seventh-day Adventist Church	OR	Oregon Technical Assistance	OR
Muddy Creek Charter School	OR	Corporation	
A FAMILY FOR EVERY CHILD	OR	Oregon And Southern Idaho Laborers	OR
1000 FRIENDS OF OREGON	OR	Employers Training School	
OREGON PEDIATRIC SOCIETY	OR	New Life Fellowship Church of God	OR
NONPROFIT ASSOCIATION OF	OR	Gladstone Senior Center	OR
OREGON		Education Travel & Culture, Inc.	OR

U.S. Communities Additional Provisions

Rural Development Initiatives	OR	The Church of Christ of Latter Day Saints	OR
Jason Lee Manor/UMRC	OR		
Jesus Pursuit Church	OR	Cascade Height Public Charter School PTA	OR
YMCA of Marion and Polk Counties	OR		
PacificSource Health	OR	G.O.B.H.I	OR
Faith Christian Fellowship	OR	Association of Oregon Corrections Employees, Inc.	OR
Brookings Elks Lodge	OR		
Tualatin Lacrosse Club	OR	A Jesus Church Family	OR
Tillamook Seventh Day Adventist Church	OR	300 Main Inc	OR
		Southwestern Oregon Public Defender Services, Inc.	OR
Oregon Jewish Community Foundation	OR	Albertina Kerr Centers	OR
East River Fellowship	OR	Dufur Christian Church	OR
Holy Family Academy	OR	St. Matthew Catholic School	OR
FIRST BAPTIST CHURCH OF EUGENE	OR	Serendipity Center Inc	OR
PORTLAND METRO RESIDENTIAL SERVICES	OR	Yellowhawk Tribal Health	OR
		CASA of Marion County	OR
Peace Lutheran Church	OR	Oregoinans for Food & Shelter	OR
Living Word Christian Center	OR	Westside Church of Christ Inc	OR
Housing Authority of Douglas County	OR	Northwest Family Services	OR
Vietnamese Christian Community Church	OR	Network Charter School	OR
		Ride Connecton	OR
Forest Park Conservancy	OR	Parenting Now!	OR
Friends for Animals	OR	Christian Church of Woodburn	OR
Family Building Blocks	OR	Verde	OR
Goodwill Industries of Lane and South Coast	OR	Native American Youth and Family Center Early College Academy	OR
		USO Northwest	OR
Agia Sophia Academy	OR	Norkenzie Christian Church	OR
Friends of Driftwood Library	OR	Little Flower Development Center	OR
Consumers Power Inc.	OR	TLO Farms	OR
A. C. Gilbert's Discovery Village	OR	Evergreen Wings and Waves	OR
First Lutheran Church of Astoria	OR	Ascension Episcopal Parish	OR
Fund For Christian Charity	OR	Center for Family Development	OR
Deer Meadow Assisted Living	OR	West Salem Foursquare Church	OR
Oregon Laborers-Employer Administrative Fund, LLC	OR	Good Samaritan Ministry	OR
		Grace Lutheran Church of Molalla	OR
Umpqua Basin Water Association	OR	Trinity Lutheran	OR
Alpha Lambda House Corporation	OR	HOPE LUTHERAN CHURCH	OR
St John Fisher Catholic Church Portland Oregon	OR	Mount Pisgah Arboretum	OR
Eugene Creative Care	OR	Redeemer Lutheran Church	OR
		Disjecta Contemporary Art Center	OR

U.S. Communities Additional Provisions

Korean Central Covenant Church of Eugene	OR	Smith Memorial Presbyterian Church	OR
Yankton Baptist Church	OR	Western Arts Alliance	OR
BioGift Anatomical	OR	Youth Dynamics	OR
Lower Columbia Estuary Partnership	OR	Ashland Art Center	OR
Mt Hood Hospice	OR	Apostolic Church of Jesus Christ	OR
Opportunity Foundation of central Oregon	OR	DOUGLAS FOREST PROTECTIVE	OR
Constructing Hope	OR	Oregon Lyme Disease Network	OR
Sprinkfield Elks #2145	OR	Ecotrust	OR
Abuse Recovery Ministry & Services	OR	SPECIAL MOBILITY SERVICES	OR
Oasis Shelter Home	OR	Bethlehem Christian Pre-School	OR
ST HENRYS CHURCH	OR	Historical Outreach Foundation	OR
Nehalem Bay House	OR	Teras Interventions and Counseling Inc	OR
UNITED METHODIST CHURCH	OR	Brooklyn Primary PTO	OR
p:ear	OR	Mountain View Academy	OR
Health Share of Oregon	OR	Salem Area Chamber of Commerce	OR
St. Peter Catholic Church	OR	First Congregational Chrch	OR
Mid Willamette Valley Community Action	OR	OREGON STATE FAIR	OR
A Hope For Autism Foundation	OR	Tri-County Chamber of Commerce Inc	OR
NW Sport Fishing	OR	Ronald McDonald House Charities of Oregon & Southwest Washington	OR
Breast Friends	OR	Center for Human Development	OR
SEPTL Southeast Portland Tool Library	OR	SafeHaven Humane Society	OR
Kids Unllimited Academy	OR	Rainier Assembly of God	OR
Cappella Romana	OR	EUGENE CHRISTIAN FELLOWSHIP	OR
National Christian Community Foundation	OR	Bridges to Change	OR
Legal Aid Services of Oregon LITC	OR	DePaul Treatment Centers, Inc.	OR
Willamette Valley Babe Ruth	OR	Ministerio International Casa	OR
Center For Continuous Improvement	OR	New Paradise Worship Center	OR
Northwest Center for Alternatives to Pesticides	OR	Mission Increase Foundation	OR
Junction City/Harrisburg/Monroe Habitat for Humanity	OR	Curry Public Transit Inc	OR
The Followers of Christ Church of Oregon City	OR	THREE RIVERS CASINO	OR
SEIU Local 49	OR	Brookings Harbor Christian School	OR
Emerald Media Group	OR	Bethesda Lutheran Church	OR
West Hills Christian School	OR	Legacy Mt. Hood Medical Center	OR
Trillium Sprigs	OR	Adelante Mujeres	OR
		Yamhill Community Care Organization	OR
		Portland Japanese Garden	OR
		The Madeleine Parish	OR
		The Tucker-Maxon Oral School	OR

U.S. Communities Additional Provisions

Southwest Neighborhoods, Inc	OR	THE MILL CASINO	OR
Wallowa Valley Center For Wellness	OR	Oregon State University	OR
KIDS INTERVENTION AND DIAGNOSTIC CENTER	OR	Treasure Valley Community College	OR
Portland Yacht Club	OR	Unviersity of Oregon	OR
League of Women Voters	OR	OREGON UNIVERSITY SYSTEM	OR
Oregon & Southern Idaho District Council of Laborers'	OR	University of Western States	OR
Portland Police Sunshine Division	OR	GEORGE FOX UNIVERSITY	OR
Curry Health Network	OR	LEWIS AND CLARK COLLEGE	OR
United Way of Lane County	OR	PACIFIC UNIVERSITY	OR
The Lighthouse School	OR	REED COLLEGE	OR
Great Portland Bible	OR	WILLAMETTE UNIVERSITY	OR
College Possible	OR	LINFIELD COLLEGE	OR
Unithed Way	OR	MULTNOMAH BIBLE COLLEGE	OR
Community Energy Project	OR	NORTHWEST CHRISTIAN COLLEGE	OR
Bridgeport Community Chapel	OR	NATIONAL COLLEGE OF NATURAL MEDICINE	OR
Portland Oregon Visitors Association	OR	BLUE MOUNTAIN COMMUNITY COLLEGE	OR
Southern Oregon Project Hope	OR	PORTLAND STATE UNIV.	OR
Our United Villages	OR	CLACKAMAS COMMUNITY COLLEGE	OR
Samaritan Health Services Inc.	OR	MARYLHURST UNIVERSITY	OR
Santiam Assembly of God	OR	OREGON HEALTH AND SCIENCE UNIVERSITY	OR
CASCADES WEST FINANCIAL SERVICES IN	OR	BIRTHINGWAY COLLEGE OF MIDWIFERY	OR
Kilchis House	OR	pacific u	OR
Calvary Assembly of God	OR	UNIVERSITY OF OREGON	OR
Lake Grove Presbyterian Church	OR	CONCORDIA UNIV	OR
Grace Lutheran School	OR	Marylhurst University	OR
Western Mennonite School	OR	Corban College	OR
OEA CHOICE TRUST	OR	Oregon Center For Advanced T	OR
American Tinnitus Association	OR	UNIVERSITY OF PORTLAND	OR
Oregon Coast Aquarium, Inc.	OR	Portland Actors Conservatory	OR
HOPE POINT CHURCH	OR	University Of Oregon Athletics Department	OR
Unitus Community Credit Union	OR	Ecola Bible School	OR
St John the Baptist Greek Orthodox Church	OR	WARNERPACIFIC COLG	OR
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON	OR	Beta Omega Alumnae	OR
St Andrews Presbyterian	OR	Oregon Institute of Technology	OR
Oregon Rural Electric Cooperative Association	OR	EASTERN OREGON UNIVERSITY	OR
		Wilco Farmers	OR

U.S. Communities Additional Provisions

Harvest Church	OR	Coquille Economic Development Corporation	OR
Society of American Foresters	OR		
Clackamas River Water Providers	OR	CITY/COUNTY INSURANCE SERVICE	OR
eickhoff dev co inc	OR	COMMUNITY CYCLING CENTER	OR
Cornerstone Association Inc	OR	Shangri La	OR
The Klamath Tribe	OR	Portland Impact	OR
advocate care	OR	Eagle Fern Camp	OR
Cannon Beach Fire	OR	KLAMATH FAMILY HEAD START	OR
Life Flight Network LLC	OR	RIVER CITY DANCERS	OR
OREGON DEPT OF FISH & WILDLIFE-SAUVIE	OR	Oregon Permit Technical Association	OR
COVENANT RETIREMENT COMMUNITIES	OR	KEIZER EAGLES AERIE 3895	OR
PENTAGON FEDERAL CREDIT UNION	OR	Pgma/Cathie Bourne	OR
SAIF CORPORATION	OR	Sunrise Water	OR
GREATER HILLSBORO AREA CHAMBER OF COMMERCE	OR	Burns Paiute Tribe	OR
LANE ELECTRIC COOPERATIVE	OR	Oregon Public Broadcasting	OR
USAGENCIES CREDIT UNION	OR	La Grande Family Practice	OR
PACIFIC CASCADE FEDERAL CREDIT UNION	OR	Linn Benton Lincoln Educational Services District	OR
LOCAL GOVERNMENT PERSONNEL INSTITUTE	OR	Ricoh USA	OR
GRANTS PASS MANAGEMENT SERVICES, DBA	OR	Sphere MD	OR
SPIRIT WIRELESS	OR	BIENESTAR, INC.	OR
Kartini Clinic	OR	sunrise water authority	OR
Astra	OR	Mountain Valley Therapy	OR
Beit Hallel	OR	EAsern Oregon Trade and Event Center	OR
Cvalco	OR	Waste-Pro	OR
Elderhealth and Living	OR	NPKA	OR
OREGON CORRECTIONS ENTERPRISES	OR	IBEW280	OR
OREGON STATE HOSPITAL	OR	Confederated Tribes of Warm Springs	OR
OFFICE OF PUBLIC DEFENSE SERVICES	OR	Point West Credit Union	OR
Clatskanie People's Utility District	OR	Oregon State Credit Union	OR
PIONEER COMMUNITY DEVELOPMENT	OR	PIONEER TELEPHONE COOPERATIVE	OR
MARION COUNTY HEALTH DEPT	OR	Halsey-Shedd Fire District	OR
Ricoh USA	OR	Northwest Power and Conservation Council	OR
Heartfelt Obstetrics & Gynecology	OR	Oregon Funeral Directors Association	OR
		Nez Perce Tribe	OR
		Obsidian Urgent Care, P.C.	OR
		First Presbyterian Church of La Grande	OR

U.S. Communities Additional Provisions

CONFLUENCE	OR	Tualatin Soil and Water Conservation District	OR
ENVIRONMENTAL CENTE			
A&I Benefit Plan Administrators, Inc.	OR	Silverton Fire District	OR
K Churchill Estates	OR	Lewis and Clark Rural Fire Protection District	OR
CSC HEAD START	OR		
NORTHWEST VINTAGE CAR AND MOTORCYCLE	OR	Rainbow Water District	OR
crescent grove cemetery	OR	Illinois Valley Fire District	OR
Port of Toledo	OR	Clatskanie RFPD	OR
Roseburg Police Department	OR	PORT OF TILLAMOOK BAY	OR
Molalla Rural Fire Protection District	OR	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE	OR
MONMOUTH - INDEPENDENCE NETWORK	OR	METROPOLITAN EXPOSITION-RECREATION COMMISSION	OR
EUGENE WATER & ELECTRIC BOARD	OR	REGIONAL AUTOMATED INFORMATION NETWORK	OR
MALIN COMMUNITY PARK AND RECREATION DISTRICT	OR	OAK LODGE WATER DISTRICT	OR
TILLAMOOK PEOPLES UTILITY DISTRICT	OR	THE PORT OF PORTLAND	OR
GLADSTONE POLICE DEPARTMENT	OR	WILLAMALANE PARK AND RECREATION DISTRICT	OR
GOLD BEACH POLICE DEPARTMENT	OR	TUALATIN VALLEY WATER DISTRICT	OR
THE NEWPORT PARK AND RECREATION CENTER	OR	UNION SOIL & WATER CONSERVATION DISTRICT	OR
RIVERGROVE WATER DISTRICT	OR	LANE EDUCATION SERVICE DISTRICT	OR
TUALATIN VALLEY FIRE & RESCUE	OR	TUALATIN HILLS PARK AND RECREATION DISTRICT	OR
GASTON RURAL FIRE DEPARTMENT	OR	PORT OF SIUSLAW	OR
CITY COUNTY INSURANCE SERVICES	OR	CHEHALEM PARK AND RECREATION DISTRICT	OR
SOUTH SUBURBAN SANITARY DISTRICT	OR	PORT OF ST HELENS	OR
SOUTH FORK WATER BOARD	OR	LANE TRANSIT DISTRICT	OR
SUNSET EMPIRE PARK AND RECREATION	OR	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	OR
SPRINGFIELD UTILITY BOARD	OR	HOODLAND FIRE DISTRICT NO.74	OR
Tillamook Urban Renewal Agency	OR	MID COLUMBIA COUNCIL OF GOVERNMENTS	OR
Netarts Water District	OR		
OAK LODGE SANITARY DISTRICT	OR	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT	OR
Boardman Rural Fire Protection District	OR	SALEM AREA MASS TRANSIT DISTRICT	OR

U.S. Communities Additional Provisions

Banks Fire District #13	OR	Woodburn City Of	OR
KLAMATH COUNTY 9-1-1	OR	Brookings Fire / Rescue	OR
GLENDAL RURAL FIRE DISTRICT	OR	City of Veneta	OR
COLUMBIA 911 COMMUNICATIONS DISTRICT	OR	CITY OF DAMASCUS	OR
CLACKAMAS RIVER WATER NW POWER POOL	OR	Hermiston Fire & Emergency Svcs	OR
Lowell Rural Fire Protection District	OR	CEDAR MILL COMMUNITY LIBRARY	OR
TriMet Transit	OR	CITY OF LAKE OSWEGO	OR
Estacada Rural Fire District	OR	LEAGUE OF OREGON CITIES	OR
Keizer Fire District	OR	CITY OF SANDY	OR
State Accident Insurance Fund Corporation	OR	CITY OF ASTORIA OREGON	OR
Bend Metro Park & Recreation District	OR	CITY OF BEAVERTON	OR
Port of Hood River	OR	CITY OF BOARDMAN	OR
La Pine Park & Recreation District	OR	CITY OF CANBY	OR
Brookings- Harbor School District 17c	OR	CITY OF CANYONVILLE	OR
Siuslaw Public Library District	OR	CITY OF CENTRAL POINT POLICE DEPARTMENT	OR
Tri-County Metropolitan Transportation District of Oregon ("TriMet")	OR	CITY OF CLATSKANIE	OR
Columbia River Fire & Rescue	OR	CITY OF CONDON	OR
Fern Ridge Library District	OR	CITY OF COOS BAY	OR
Bend Park and Recreation District	OR	CITY OF CORVALLIS	OR
Port of Garibaldi	OR	CITY OF CRESWELL	OR
Seal Rock Water District	OR	CITY OF ECHO	OR
Rockwood Water P.U.D.	OR	CITY OF ESTACADA	OR
Tillamook Fire District	OR	CITY OF EUGENE	OR
Tillamook County Transportation Dist	OR	CITY OF FAIRVIEW	OR
Central Lincoln People's Utility District	OR	CITY OF GEARHART	OR
Jefferson Park and Recreation	OR	CITY OF GOLD HILL	OR
City of Monmouth / Public Works	OR	CITY OF GRANTS PASS	OR
McMinnville Police Department	OR	CITY OF GRESHAM	OR
Long Creek School District	OR	CITY OF HILLSBORO	OR
City of Sublimity	OR	CITY OF HOOD RIVER	OR
City of Central Point Parks and Recreation	OR	CITY OF JOHN DAY	OR
Gearhart Fire Department	OR	CITY OF KLAMATH FALLS	OR
		CITY OF LA GRANDE	OR
		CITY OF MALIN	OR
		CITY OF MCMINNVILLE	OR
		CITY OF HALSEY	OR
		CITY OF MEDFORD	OR
		CITY OF MILL CITY	OR
		CITY OF MILWAUKIE	OR
		CITY OF MORO	OR

U.S. Communities Additional Provisions

CITY OF MOSIER	OR	CITY OF DUNDEE	OR
CITY OF NEWBERG	OR	CITY OF AURORA	OR
CITY OF OREGON CITY	OR	THE CITY OF NEWPORT	OR
CITY OF PILOT ROCK	OR	CITY OF ALBANY	OR
CITY OF POWERS	OR	CITY OF ASHLAND	OR
RAINIER POLICE DEPARTMENT	OR	CITY OF LEBANON	OR
CITY OF REEDSPORT	OR	CITY OF PORTLAND	OR
CITY OF RIDDLE	OR	CITY OF SALEM	OR
CITY OF SCAPPOOSE	OR	CITY OF SPRINGFIELD	OR
CITY OF SEASIDE	OR	METRO	OR
CITY OF SILVERTON	OR	CITY OF BURNS	OR
CITY OF STAYTON	OR	CITY OF COTTAGE GROVE	OR
City of Troutdale	OR	CITY OF DALLAS	OR
CITY OF TUALATIN, OREGON	OR	CITY OF FALLS CITY	OR
CITY OF WARRENTON	OR	CITY OF PHOENIX	OR
CITY OF WEST LINN/PARKS	OR	CITY OF PRAIRIE CITY	OR
CITY OF WOODBURN	OR	CITY OF REDMOND	OR
CITY OF TIGARD, OREGON	OR	CITY OF SHERWOOD	OR
CITY OF AUMSVILLE	OR	City of junction city	OR
CITY OF PORT ORFORD	OR	City of Florence	OR
CITY OF EAGLE POINT	OR	Columbia Gorge Community	OR
CITY OF WOOD VILLAGE	OR	City of Dayton	OR
St. Helens, City of	OR	City of Carlton	OR
CITY OF WINSTON	OR	City of Pendleton Convention Center	OR
CITY OF COBURG	OR	City of Monmouth	OR
CITY OF NORTH PLAINS	OR	City of Philomath	OR
CITY OF GERVAIS	OR	City of Sheridan	OR
CITY OF YACHATS	OR	Seaside Public Library	OR
FLORENCE AREA CHAMBER OF	OR	City of Yoncalla	OR
COMMERCE		La Grande Police Department	OR
PORTLAND DEVELOPMENT	OR	Cove City Hall	OR
COMMISSION		NW PORTLAND INDIAN HEALTH	OR
CITY OF CANNON BEACH OR	OR	BOARD	
CITY OF ST. PAUL	OR	Portland Patrol Services	OR
CITY OF ADAIR VILLAGE	OR	City Of Bend	OR
CITY OF WILSONVILLE	OR	City Of Coquille	OR
CITY OF HAPPY VALLEY	OR	City Of Molalla	OR
CITY OF SHADY COVE	OR	ROCKWOOD WATER PEOPLE'S	OR
CITY OF LAKESIDE	OR	UTILITY DISTRICT	
CITY OF MILLERSBURG	OR	City of St. Helens	OR
CITY OF GATES	OR	City of North Powder	OR
KEIZER POLICE DEPARTMENT	OR	City of Eugene	OR

Section 8

U.S. Communities Additional Provisions

City of Cornelius, OR	OR	Clatsop Care Health District-Clatsop	OR
Toledo Police Department	OR	Retirement Village	
City of Independence	OR	Netarts-Oceanside RFPD	OR
City of Cascade Locks	OR	UIUC	OR
City of Columbia City	OR	Rogue River Fire District	OR
City of Baker City	OR	Aurora Rural Fire District	OR
McMinnville Water & Light	OR	Tillamook County Emergency	OR
City of Pendleton Parks & Recreation	OR	Communications District	
CITY OF HEPPNER	OR	Southern Coos Hospital	OR
CITY OF SWEETHOME	OR	Oregon Cascades West Council of	OR
CITY OF THE DALLES	OR	Governments	
CLACKAMAS FIRE DIST#1	OR	MULTONAH COUNTY	OR
DESCHUTES PUBLIC LIBRARY	OR	DRAINAGE DISTRICT #1	
STAYTON FIRE DISTRICT	OR	PORT OF BANDON	OR
Lake County Chamber of Commerce	OR	OR INT'L PORT OF COOS BAY	OR
Inc		MID-COLUMBIA CENTER FOR	OR
City of Ontario	OR	LIVING	
City of Corvallis Parks and	OR	DESCHUTES COUNTY RFPD	OR
Recreation		NO.2	
North Lincoln Fire & Rescue #1	OR	YOUNGS RIVER LEWIS AND	OR
Gresham Police Department	OR	CLARK WATER DISTRICT	
City of Harrisburg	OR	PACIFIC STATES MARINE	OR
Gladstone Public Library	OR	FISHERIES COMMISSION	
City of Portland Parks Bureau	OR	CENTRAL OREGON IRRIGATION	OR
City of Astoria Parks Dept.	OR	DISTRICT	
Seaside Fire & Rescue	OR	MARION COUNTY FIRE DISTRICT	OR
Florence Police Department	OR	#1	
City Of North Bend	OR	COLUMBIA RIVER PUD	OR
City of Union	OR	SANDY FIRE DISTRICT NO. 72	OR
City of Nehalem	OR	BAY AREA HOSPITAL DISTRICT	OR
City of Richland	OR	NEAH KAH NIE WATER	OR
CITY OF LINCOLN CITY	OR	DISTRICT	
City of Donald	OR	PORT OF UMPQUA	OR
City of Milton-Freewater	OR	EAST MULTNOMAH SOIL AND	OR
CITY OF SCIO	OR	WATER CONSERVANCY	
City of Forest Grove	OR	Benton Soil & Water Conservation	OR
City Govrnment	OR	District	
City of Mt. Angel	OR	DESCHUTES PUBLIC LIBRARY	OR
Albany Police Department	OR	SYSTEM	
Umatilla Electric Cooperative	OR	CLEAN WATER SERVICES	OR
WATER ENVIRONMENT	OR	North Douglas County Fire & EMS	OR
SERVICES	OR	Crooked River Ranch Rural Fire	OR
Polk County Fire District No.1	OR	Protection District	

Section 8

U.S. Communities Additional Provisions

PARROTT CREEK CHILD & FAM	OR	OREGON TOURISM	OR
South Lane County Fire And Rescue	OR	COMMISSION	
Lake Chinook Fire & Rescue	OR	OREGON STATE POLICE	OR
Clackamas County Water	OR	OFFICE OF THE STATE	OR
Environment Services		TREASURER	
Amity Fire District	OR	OREGON DEPT. OF EDUCATION	OR
CENTRAL OREGON	OR	SEIU LOCAL 503, OPEU	OR
COMMUNITY COLLEGE		OREGON DEPARTMENT OF	OR
UMPQUA COMMUNITY	OR	FORESTRY	
COLLEGE		OREGON STATE DEPT OF	OR
LANE COMMUNITY COLLEGE	OR	CORRECTIONS	
MT. HOOD COMMUNITY	OR	OREGON CHILD DEVELOPMENT	OR
COLLEGE		COALITION	
LINN-BENTON COMMUNITY	OR	OFFICE OF MEDICAL	OR
COLLEGE		ASSISTANCE PROGRAMS	
SOUTHWESTERN OREGON	OR	OREGON OFFICE OF ENERGY	OR
COMMUNITY COLLEGE		OREGON STATE BOARD OF	OR
PORTLAND COMMUNITY	OR	NURSING	
COLLEGE		BOARD OF MEDICAL	OR
CHEMEKETA COMMUNITY	OR	EXAMINERS	
COLLEGE		OREGON LOTTERY	OR
ROGUE COMMUNITY COLLEGE	OR	OREGON BOARD OF	OR
COLUMBIA GORGE	OR	ARCHITECTS	
COMMUNITY COLLEGE		SANTIAM CANYON	OR
TILLAMOOK BAY COMMUNITY	OR	COMMUNICATION CENTER	
COLLEGE		OREGON DEPT OF	OR
KLAMATH COMMUNITY	OR	TRANSPORTATION	
COLLEGE DISTRICT		OREGON TRAVEL	OR
Oregon Coast Community College	OR	INFORMATION COUNCIL	
Clatsop Community College	OR	OREGON DEPARTMENT OF	OR
North Portland Bible College	OR	EDUCATION	
OREGON COMMUNITY	OR	OREGON DEPT. OF	OR
COLLEGE ASSOCIATION		CORRECTIONS	
Umpqua Valley Public Defender	OR	DEPARTMENT OF	OR
Teacher Standards and Practices	OR	ADMINISTRATIVE SERVICES	
Commission		Oregon Board of Massage Therapists	OR
Salem Keizer School District	OR	Oregon Tradeswomen	OR
Purchasing		Oregon Convention Center	OR
Kdrv Channel 12	OR	OREGON SCHL BRDS ASSOCIAT	OR
Opta Oregon Permit Technician	OR	Central Oregon Home Health and Hos	OR
Oregon Forest Resources Institute	OR	Oregon Health Care Quality Cor	OR
Office of the Ong Term Care	OR	OREGON DEPARTMENT OF	OR
Ombudsman		HUMAN SERVICES	
Oregon State Lottery	OR	Oregon Air National Guard	OR
		Training & Employment	OR

U.S. Communities Additional Provisions

State of Oregon - Department of Administrative Services	OR	HOUSING AUTHORITY OF THE CITY OF SALEM	OR
Aging and People with Disabilities	OR	Housing Authority of Yamhill County	OR
Department of Administrative Services	OR	The Housing Authority of the County of Umatilla	OR
Oregon State Treasury	OR	homeforward	OR
Oregon State Fair Council	OR	Hawaii County	
Oregon DEQ	OR	Honolulu County	
Procurement Services/DAS	OR	Kauai County	
STATE OF OREGON	OR	Maui County	
OREGON JUDICIAL DEPARTMENT	OR	Kalawao County	
Oregon State Board of Architect Examiners	OR	Aiea	
		Anahola	
City of Astoria Fire Department	OR	Barbers Point N A S	
Columbia Gorge ESD	OR	Camp H M Smith	
Nehalem Bay Wastewater	OR	Captain Cook	
Association of Oregon Community Mental Health Programs	OR	Eleele	
VA	OR	Ewa Beach	
US FISH AND WILDLIFE SERVICE	OR	Fort Shafter	
Bonneville Power Administration	OR	Haiku	
Bureau Of Land Management	OR	Hakalau	
Oregon Army National Guard	OR	Haleiwa	
USDA Forest Service	OR	Hana	
Yellowhawk Tribal Health Center	OR	Hanalei	
ANGELL JOB CORPS	OR	Hanamaulu	
Coquille Indian Housing Authority	OR	Hanapepe	
COLLEGE HOUSING NORTHWEST	OR	Hauula	
HOUSING AUTHORITY OF CLACKAMAS COUNTY	OR	Hawaii National Park	
		Hawaiian Ocean View	
HOUSING AUTHORITY OF PORTLAND	OR	Hawi	
WEST VALLEY HOUSING AUTHORITY	OR	Hickam AFB	
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	OR	Hilo	
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	OR	Holualoa	
MARION COUNTY HOUSING AUTHORITY	OR	Honaunau	
		Honokaa	
		Honolulu	
		Honomu	
		Hoolehua	
		Kaaawa	
		Kahuku	
		Kahului	
		Kailua	

U.S. Communities Additional Provisions

Kailua Kona	Pahoa
Kalaheo	Paia
Kalaupapa	Papaaloa
Kamuela	Papaikou
Kaneohe	Pearl City
Kapaa	Pearl Harbor
Kapaau	Pepeekeo
Kapolei	Princeville
Kaumakani	Pukalani
Kaunakakai	Puunene
Kawela Bay	Schofield Barracks
Keaau	Tripler Army Medical Center
Kealakekua	Volvano
Kealia	Wahiawa
Keauhou	Waialua
Kekaha	Waianae
Kihei	Waikoloa
Kilauea	Wailuku
Koloa	Waimanalo
Kualapuu	Waimea
Kula	Waipahu
Kunia	Wake Island
Kurtistown	Wheeler Army Airfield
Lahaina	Brigham Young University - Hawaii
Laie	Chaminade University of Honolulu
Lanai City	Hawaii Business College
Laupahoehoe	Hawaii Pacific University
Lawai	Hawaii Technology Institute
Lihue	Heald College - Honolulu
M C B H Kaneohe Bay	Remington College - Honolulu
Makawao	Campus
Makaweli	University of Phoenix - Hawaii
Maunaloa	Campus
Mililani	Hawaii Community College
Mountain View	Honolulu Community College
Naalehu	Kapiolani Community College
Ninole	Kauai Community College
Ocean View	Leeward Community College
Ookala	Maui Community College
Paauhau	University of Hawaii at Hilo
Paauilo	University of Hawaii at Manoa
Pahala	Windward Community College

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), City is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), City may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
 - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

U.S. Communities Additional Provisions

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the City and be disposed of in accordance with City policy. The City, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as City deems necessary, Contractor shall permit City, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or City makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

U.S. Communities Additional Provisions**COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM**

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

U.S. Communities Additional Provisions

UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

EXHIBIT A – SAMPLE CITY CONTRACT

As used in this Section of the RFP, the term “Contract” shall refer to the agreement entered into between the City and the Company, and the term “Company” shall refer to the vendor that has been awarded a contract.

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP # 269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated JANURARY 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the “RFP”; and

WHEREAS, the City desires that the Company provide certain Playground & Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (“Services”), and the Company desires to provide such Services; and

WHEREAS, the City and the Company have negotiated and agreed regarding the above-referenced Services and desire to reduce the terms and conditions of their agreement to this written form.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT**1. EXHIBITS.**

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to COMPANY NAME in the Exhibits and Appendices shall be deemed to mean the Company.

- 1.1. EXHIBIT A: Discount Schedule, Price Lists, And Incentives
- 1.2. EXHIBIT B: Installation Fees
- 1.3. EXHIBIT C: National Network Of Distributors And Installers
- 1.4. EXHIBIT D: Freight Rate Schedules
- 1.5. EXHIBIT E: Product Warranties
- 1.6. EXHIBIT F: Scope of Work
- 1.7. EXHIBIT G: U.S. Communities Administrative Agreement

2. DEFINITIONS.

This section may include, but not be limited to, terms defined in Section 1 of the RFP.

3. DESCRIPTION OF PRODUCTS AND SERVICES.

- 3.1. The Company shall be responsible for providing the Products and Services referenced in: (a) this Agreement, including in all Exhibits; (b) the Company’s proposal; (c) the RFP; (d) the Documentation; and (e) any functional and/or technical specifications which are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part the Products and Services. and incorporated herein by reference. Without limiting the foregoing, the Company’s proposal will only take precedence over the RFP to the extent the Company properly

took exception to the terms of the RFP in the manner required by the RFP.

4. COMPENSATION.

4.1. TOTAL FEES AND CHARGES

The City agrees to pay the Company a fixed price (the “Purchase Price”) as full and complete consideration for the satisfactory performance of all the requirements of this Contract. This amount constitutes the maximum total fees and charges payable to the Company under this Contract including Expenses and will not be increased except by a written instrument duly executed by both parties, which expressly states that it amends this Section of the Contract.

4.2. NO EXPENSES CHARGEABLE.

The Company shall not be entitled to charge the City for any travel, mileage, meals, materials or other costs or expenses associated with this Contract.

4.3. EMPLOYMENT TAXES AND EMPLOYEE BENEFITS.

The Company represents and warrants that the employees provided by the Company to perform the Services are actual employees of the Company, and that the Company shall be responsible for providing all salary and other applicable benefits to each Company employee. The Company further represents, warrants and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker’s compensation and other payments and deductions that are required by law for each Company employee. The Company agrees that the Company employees are not employees of the City.

4.4. INVOICES.

Each invoice sent by the Company shall detail all Services performed and delivered which are necessary to entitle the Company to the requested payment under the terms of this Contract. All invoices must include the City purchase order number for purchases made under the Contract. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order.

The Company shall email all invoices to cocap@charlottenc.gov with Accounts Payable (or AP) in the subject line.

Invoices that are addressed directly to City departments and not to Accounts Payable may not be handled as quickly as invoices that are addressed correctly.

4.5. DUE DATE OF INVOICES.

Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed properly submitted invoice by the City.

4.6. PRE-CONTRACT COSTS.

The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date of this Contract.

4.7. AUDIT.

During the term of this Contract and for a period of one (1) year after termination of this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate Company’s compliance with the terms and conditions of this Contract or the City’s payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of

\$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

5. TIME IS OF THE ESSENCE.

Time is of the essence in having the Company perform all Services and deliver all Deliverables within the time frames provided by this Contract and Exhibit B, including all completion dates, response times and resolution times (the "Completion Dates"). Except as specifically stated in this Contract, there shall be no extensions of the Completion Dates. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless this Contract provides otherwise for a specific situation.

6. NON-APPROPRIATION OF FUNDS.

If the Charlotte City Council does not appropriate the funding needed by the City to make payments under this Contract for any given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the fiscal year for which the funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

7. COMPANY PROJECT MANAGER.

The duties of the Company Project Manager include, but are not limited to:

- 7.1. Coordination of Project schedules and the Company's resource assignment based upon the City's requirements and schedule constraints;
- 7.2. Management of the overall Project by monitoring and reporting on the status of the Project and actual versus projected progress, and by consulting with the City's Project Manager when deviations occur and by documenting all such deviations in accordance with agreed upon change control procedures;
- 7.3. Provision of consultation and advice to the City on matters related to Project implementation strategies, key decisions and approaches, and Project operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's normal implementation staff;
- 7.4. Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Services, and status reporting;
- 7.5. Facilitation of review meetings and conferences between the City and the Company's executives when scheduled or requested by the City;
- 7.6. Communication among and between the City and the Company's staff;
- 7.7. Promptly responding to the City Project Manager when consulted in writing or by E-mail with respect to Project deviations and necessary documentation;
- 7.8. Identifying and providing the City with timely written notice of all issues that may threaten the Company's Services in the manner contemplated by the Contract (with "timely" meaning immediately after the Company becomes aware of them);
- 7.9. Ensuring that adequate quality assurance procedures are in place throughout the Contract; and
- 7.10. Meeting with other service providers working on City projects that relate to this effort as necessary to resolve problems and coordinate the Services.

8. CITY PROJECT MANAGER.

Sample City Contract

The duties of the City Project Manager are to (1) ensure that the Company delivers all requirements and specifications in the Contract; (2) coordinate the City's resource assignment as required to fulfill the City's obligations pursuant to the Contract; (3) promptly respond to the Company Project Manager when consulted in writing or by E-mail with respect to project issues; and (4) act as the City's point of contact for all aspects of the Services including contract administration and coordination of communication with the City's staff. The City shall be allowed to change staffing for the City Project Manager position on one (1) business day's notice to the Company.

9. DUTY OF COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES.

The Company shall identify and request in writing from the City in a timely manner: (i) all information reasonably required by the Company to perform each task comprising the Services, (ii) the City's personnel whose presence or assistance reasonably may be required by the Company to perform each task comprising the Services, and (iii) any other equipment, facility or resource reasonably required by the Company to perform the Services. Notwithstanding the foregoing, the Company shall not be entitled to request that the City provide information, personnel or facilities other than those that Exhibit B specifically requires the City to provide, unless the City can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City's failure to provide any information, personnel, equipment, facilities or resources: (i) that the Company failed to identify and request in writing from the City pursuant to this Section; or (ii) that the City is not required to provide pursuant to this Contract. In the event the City fails to provide any information, personnel, facility or resource that it is required to provide under this Section, the Company shall notify the City in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by Company of any claim or defense it may otherwise have based on the City's failure to provide such information, personnel, facility or resource.

10. COMPANY PERSONNEL REMOVAL, REPLACEMENT, PROMOTION, ETC.

The City will have the right to require the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide Services to the City based on experience, qualifications, performance, conduct, compatibility, and violation of City policy or any other reasonable grounds. The addition or promotion of any personnel to key positions within the Project must be approved by the City in writing. The Company will replace any personnel that leave the Project, with persons having at least equivalent qualifications who are approved by the City in writing. As used in this Contract, the "personnel" includes all staff provided by the Company or its subcontractors.

11. BACKGROUND CHECKS.

Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under this Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (b) a reference check.

After starting work under this Contract, the Company is required to perform a Background Check for each new Company employee assigned to work under this Contract during that year, and shall require its subcontractors (if any) to do the same for each of their employees. If the Company undertakes a new project under this Contract, then prior to commencing performance of the project the Company shall perform a Background Check for each

Sample City Contract

Company employee assigned to work on the project, and shall require its subcontractors (if any) to do the same for each of their employees.

If a person's duties under this Contract fall within the categories described below, the Background Checks that the Company will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:

The Company must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.

The Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

The City may conduct its own background checks on principals of the Company as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.

- 12. ACCEPTANCE OF TASKS AND DELIVERABLES** Within a reasonable time after a particular Deliverable has been completed (or such specific time as may be set forth in Exhibit B), the Company shall submit a written notice to the City's Project Manager stating the Deliverable(s) that have been met. This notice shall include a signature page for sign-off by the City Project Manager indicating acceptance of such Deliverable(s).

If the City Project Manager is not satisfied that the Deliverable(s) has been met, a notice of rejection (a "Rejection Notice") shall be submitted to the Company by the City Project Manager that specifies the nature and scope of the deficiencies that the City wants corrected. Upon receipt of a Rejection Notice, the Company shall: (a) act diligently and promptly to correct all deficiencies identified in the Rejection Notice, and (b) immediately upon completing such corrections give the City a written, dated certification that all deficiencies have been corrected (the "Certification"). In the event the Company fails to correct all deficiencies identified in the Rejection Notice and provide a Certification within thirty- (30) days after receipt of the Rejection Notice, the City shall be entitled to terminate this Contract for default without further obligation to the Company and without obligation to pay for the defective work.

Upon receipt of the corrected Deliverable(s), or a Certification, whichever is later, the above-described Acceptance procedure shall recommence. The City shall not be obligated to allow the Company to recommence curative action with respect to any deficiency previously identified in a Rejection Notice, or more than once for any given Deliverable (and shall be entitled to terminate this Contract for default if the Company does not meet this time frame).

13. NON-EXCLUSIVITY.

The Company acknowledges that it is one of several providers of Professional Services to the City and the City does not represent that it is obligated to contract with the Company for any particular project.

14. EACH PARTY TO BEAR ITS OWN NEGOTIATION COSTS.

Each party shall bear its own cost of negotiating this Contract and developing the exhibits. The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date.

15. REPRESENTATIONS AND WARRANTIES OF COMPANY.

15.1. GENERAL WARRANTIES.

- 15.1.1.** The Services shall satisfy all requirements set forth in the Contract, including but not limited to the attached Exhibits;

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- 15.1.2. The Services provided by the Company under the Contract will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party;
 - 15.1.3. The Company has taken and will continue to take sufficient precautions to ensure that it will not be prevented from performing all or part of its obligations under the Contract by virtue of interruptions in the computer systems used by the Company;
 - 15.1.4. All Services performed by the Company and/or its subcontractors pursuant to this Contract shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
 - 15.1.5. Neither the Services, nor any Deliverables provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;
 - 15.1.6. The Company and each Company employee provided by the Company to the City shall have the qualifications, skills and experience necessary to perform the Services described or referenced in Exhibit B;
 - 15.1.7. All information provided by the Company about each of their employees is accurate; and
 - 15.1.8. Each Company employee is an employee of the Company, and the Company shall make all payments and withholdings required for by law for the Company for such employees.
- 15.2. **ADDITIONAL WARRANTIES.**
The Company further represents and warrants that:
- 15.2.1. It is a legal entity and if incorporated, duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina;
 - 15.2.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
 - 15.2.3. The execution, delivery, and performance of this Contract have been duly authorized by the Company;
 - 15.2.4. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
 - 15.2.5. In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
 - 15.2.6. The performance of this Contract by the Company and each Company employee provided by the Company will not violate any contracts or agreements with third parties or any third party rights (including but not limited to non-compete agreements, non-disclosure agreements, patents, trademarks or intellectual property rights).

16. OTHER OBLIGATIONS OF THE COMPANY.

- 16.1. **WORK ON CITY'S PREMISES.**

The Company and all their employees will, whenever on the City's premises, obey all instructions and City policies that are provided to them with respect to performing Services on the City's premises.

16.2. **RESPECTFUL AND COURTEOUS BEHAVIOR.**

The Company shall assure that its employees interact with City employees and with the public in a courteous, helpful and impartial manner. All employees of the Company in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Company.

16.3. **REPAIR OR REPLACEMENT OF DAMAGE EQUIPMENT OR FACILITIES.**

In the event that the Company causes damage to the City's equipment or facilities, the Company shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to the Company's action.

16.4. **REGENERATION OF LOST OR DAMAGED DATA.**

With respect to any data that the Company or any Company employees have negligently lost or negligently damaged, the Company shall, at its own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at the Company's own expense, a new machine-readable copy of lost or damaged data from the City's data sources.

16.5. **E-VERIFY.**

Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

16.6. **IRAN DIVESTMENT ACT.**

Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or Services hereunder.

17. REMEDIES.

17.1. **RIGHT TO COVER.**

If the Company fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits) or the Project Plan, the City may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:

- a. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and
- b. Deduct any and all expenses incurred by the City in obtaining or performing the Services from any money then due or to become due the Company and, should the City's cost of obtaining or performing the Services exceed the amount due the Company, collect the amount due from the Company.

17.2. **RIGHT TO WITHHOLD PAYMENT.**

If the Company breaches any provision of this Contract, the City shall have a right to withhold all payments due to the Company until such breach has been fully cured.

17.3. SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF.

The Company agrees that monetary damages are not an adequate remedy for the Company's failure to provide the Services or Deliverables as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further consents to the City obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Company breaches the Contract.

17.4. SETOFF.

Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Contract all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Contract.

17.5. OTHER REMEDIES.

Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

18. TERM AND TERMINATION OF CONTRACT.

18.1. TERM.

This Contract shall commence on the Effective Date and shall continue in effect for five (5) years with the City having the unilateral right to renew for two (2) consecutive two (2) year terms.

18.2. TERMINATION BY THE CITY.

The City may terminate the Contract at any time without cause by giving thirty (30) days prior written notice to the Company. As soon as practicable after receipt of a written notice of termination without cause, Company shall submit a statement to the City showing in detail the Services performed under this Contract through the date of termination. The forgoing payment obligation is contingent upon: (i) the Company having fully complied with Section 18.8; and (ii) the Company having provided the City with written documentation reasonably adequate to verify the number of hours of Services rendered by each Company employee through the termination date and the percentage of completion of each task.

18.3. TERMINATION FOR DEFAULT BY EITHER PARTY.

By giving written notice to the other party, either party may terminate the Contract upon the occurrence of one or more of the following events:

- a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in the Contract, provided that, unless otherwise stated in the Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- b. The other party attempts to assign, terminate or cancel the Contract contrary to the terms hereof; or
- c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy

petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default shall identify this Section of the Contract and shall state the party's intent to terminate the Contract if the default is not cured within the specified period.

Notwithstanding anything contained herein to the contrary, upon termination of this Contract by the Company for default, the Company shall continue to perform the Services required by this Contract for the lesser of: (i) six (6) months after the date the City receives the Company's written termination notice; or (ii) the date on which the City completes its transition to a new service provider.

18.4. **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.**

By giving written notice to the Company, the City may also terminate the Contract upon the occurrence of one or more of the following events (which shall each constitute separate grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

- a. Failure of the Company to complete a particular task by the completion date set forth in this Contract;
- b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- c. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of the Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by the Contract, or failure to provide the proof of insurance as required by the Contract.

18.5. **NO SUSPENSION.**

In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in the Contract, the Company agrees that it will not terminate the Contract or suspend or limit the Services or any warranties or repossess, disable or render unusable any software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

18.6. **CANCELLATION OF ORDERS AND SUBCONTRACTS.**

In the event this Contract is terminated by the City for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the Services performed under this Contract to the date of termination.

18.7. **AUTHORITY TO TERMINATE.**

The following persons are authorized to terminate this Contract on behalf of the City:
(a) the City Manager, any Assistant City Manager, or any designee of the City

Manager; or (b) the Department Director of the City Department responsible for administering this Contract.

18.8. OBLIGATIONS UPON EXPIRATION OR TERMINATION.

Upon expiration or termination of this Contract, the Company shall promptly return to the City (i) all computer programs, files, documentation, media, related material and any other material and equipment that is owned by the City; (ii) all Deliverables that have been completed or that are in process as of the date of termination; and (iii) a written statement describing in detail all work performed with respect to Deliverables which are in process as of the date of termination. The expiration or termination of this Contract shall not relieve either party of its obligations regarding “Confidential Information”, as defined in this Contract.

18.9. NO EFFECT ON TAXES, FEES, CHARGES OR REPORTS.

Any termination of this Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

18.10. OTHER REMEDIES.

The remedies set forth in this Section and **Section 19** shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Contract or at law or in equity.

19. TRANSITION SERVICES UPON TERMINATION.

Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Services provided by the Company to the City. Prior to termination or expiration of this Contract, the City may require the Company to perform and, if so required, the Company shall perform certain transition Services necessary to shift the Services of the Company to another provider or to the City itself as described below (the “Transition Services”). Transition Services may include but shall not be limited to the following:

- Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services;
- Notifying all affected service providers and subcontractors of the Company;
- Performing the Transition Services;
- Answering questions regarding the Services on an as-needed basis; and
- Providing such other reasonable Services needed to effectuate an orderly transition to a new service provider.

20. CHANGES.

In the event changes to the Services (collectively “Changes”), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties that expressly references and is attached to this Contract (a “Change Statement”). The Change Statement shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on all Milestones and delivery dates and any associated price.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party's Project Manager a proposed Change Statement. If the receiving party does not accept the Change Statement in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Statement. If the parties cannot reach agreement on a proposed Change, the Company shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the City may require execution by the City Manager or a designee depending on the amount. Some increases may also require approval by Charlotte City Council.

21. CITY OWNERSHIP OF WORK PRODUCT.

21.1. The parties agree that the City shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the "Intellectual Property"). The Company hereby assigns and transfers all rights in the Intellectual Property to the City. The Company further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain and enforce the City's rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. The Company hereby appoints the City as attorney in fact to execute all such assignments and instruments and agree that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.

21.2. The City grants the Company a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. The Company shall not be entitled to use the Intellectual Property for other purposes without the City's prior written consent, and shall treat the Intellectual Property as "Confidential Information" pursuant to Section 25 of the Contract.

21.3. The Company will treat as Confidential Information under the Confidentiality and Non-Disclosure Contract all data in connection with the Contract. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by the Contract.

22. RELATIONSHIP OF THE PARTIES.

The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other, or any Company employee an agent or employee of the City, for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.

23. INDEMNIFICATION.

To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the

Services or any Products or deliverables provided to the City pursuant to this Contract (“Infringement Claims”); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) arising from the Company’s failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker’s compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term “Indemnitees” means the City and each of the City’s officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term “Charges” means any and all losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, the Company shall promptly refund to the City all amounts paid under this Contract.

This Section 23 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

24. SUBCONTRACTING.

Should the Company choose to subcontract, the Company shall be the prime contractor and shall remain fully responsible for performance of all obligations that it is required to perform under the Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

25. CONFIDENTIAL INFORMATION.

25.1. CONFIDENTIAL INFORMATION.

Confidential Information includes any information, not generally known in the relevant trade or industry, obtained from the City or its vendors or licensors or which falls within any of the following general categories:

- 25.1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of information of the City or any of its Companies, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new Products or Services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 25.1.2. *Information of the City or its Companies, contractors or licensors marked “Confidential” or “Proprietary.”*
- 25.1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*
- 25.1.4. *Information contained in the City’s personnel files, as defined by N.C. Gen.*

Stat. 160A-168. This consists of all information gathered and/or maintained by the City about employees, except for that information which is a matter of public record under North Carolina law.

- 25.1.5. *Citizen or employee social security numbers collected by the City.*
- 25.1.6. *Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.*
- 25.1.7. *Local tax records of the City that contains information about a taxpayer's income or receipts.*
- 25.1.8. *Any attorney / City privileged information disclosed by either party.*
- 25.1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*
- 25.1.10. *The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.*
- 25.1.11. *Building plans of city-owned buildings or structures, as well as any detailed security plans.*
- 25.1.12. *Billing information of customers compiled and maintained in connection with the City providing utility Services.*
- 25.1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

Categories stated in Sections 25.1.3 through 25.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

25.2. RESTRICTIONS.

The Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 25.2.1. It shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information.
- 25.2.2. It shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party or to any individual employed by the Company, other than an employee, agent, subcontractor or vendor of the City or Company who: (i) has a need to know such Confidential Information, and (ii) has executed a confidentiality agreement

incorporating substantially the form of this Section of the Contract and containing all protections set forth herein.

- 25.2.3. It shall not use any Confidential Information of the City for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 25.2.4. It shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.
- 25.2.5. The Company shall use its best efforts to enforce the proprietary rights of the City and the City's vendors, licensors and Companys (including but not limited to seeking injunctive relief where reasonably necessary) against any person who has possession of or discloses Confidential Information in a manner not permitted by this Contract.
- 25.2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- 25.2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

25.3. EXCEPTIONS.

The parties agree that the Company shall have no obligation with respect to any Confidential Information which the Company can establish:

- 25.3.1. Was already known to the Company prior to being disclosed by the disclosing party;
- 25.3.2. Was or becomes publicly known through no wrongful act of the Company;
- 25.3.3. Was rightfully obtained by the Company from a third party without similar restriction and without breach hereof;
- 25.3.4. Was used or disclosed by the Company with the prior written authorization of the City;
- 25.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the Company shall first give to the City notice of such requirement or request;
- 25.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take use its best efforts to obtain an agreement or protective order providing that, to the greatest possible extent possible, this Contract will be applicable to all disclosures under the court order or subpoena.

25.4. UNINTENTIONAL DISCLOSURE.

Notwithstanding anything contained herein in to the contrary, in the event that the Company is unintentionally exposed to any Confidential Information of the City, the Company agrees that it shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.

25.5. REMEDIES.

The Company acknowledges that the unauthorized disclosure of the Confidential Information of the City will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if the Company breaches its obligations hereunder, the City shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

26. INSURANCE.

26.1. TYPES OF INSURANCE

Company shall obtain and maintain during the life of this Contract, with an insurance Company rated not less than "A" by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the Charlotte-Mecklenburg, Risk Management Division the following insurance:

26.1.1. Automobile Liability - Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.

26.1.2. Commercial General Liability - Bodily injury and property damage liability as shall protect the Company and any subcontractor performing Services under this Contract, from claims of bodily injury or property damage which arise from performance of this Contract, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for Products, operations, personal and advertising injury, and contractual liability, assumed under the indemnity provision of this Contract.

26.1.3. Workers' Compensation and Employers Liability - meeting the statutory requirements of the State of North Carolina, \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.

The Company shall not commence any Services in connection with this Contract until it has obtained all of the foregoing types of insurance and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence Services on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

26.2. OTHER INSURANCE REQUIREMENTS.

26.2.1. The City shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

- 26.2.2. The City of Charlotte shall be named as an additional insured for operations or Services rendered under the general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under this agreement.
- 26.2.3. Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given thirty (30) days' written notice of any intent to amend coverage reductions or material changes or terminate by either the insured or the insuring Company.
- 26.2.4. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.
- 26.2.5. If any part of the Services under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

27. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will

As a condition of entering into this agreement, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

28. NOTICES AND PRINCIPAL CONTACTS.

Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the Company:

PHONE: _____

FAX: _____

E-MAIL: _____

For the City:

Karen Ewing
City of Charlotte
Procurement Management Division
600 East Fourth Street, CMGC 9th Floor
Charlotte, NC 28202-2850

PHONE: 704-336-2992

FAX: 704-632-8254

keltmore@ci.charlotte.nc.us

With Copy To (Company):

PHONE: _____

EMAIL: _____

With Copy To (City):

Cindy White
City of Charlotte
City Attorney's Office
600 East Fourth Street
CMGC 15th Floor
Charlotte, NC 28202

PHONE: (704)336-3012

cwhite@ci.charlotte.nc.us

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice, which is sent by telefax or electronic mail, shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

29. MISCELLANEOUS.

29.1. ENTIRE AGREEMENT.

This Contract is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral.

29.2. AMENDMENT.

No amendment or change to this Contract shall be valid unless in writing and signed by both parties to this Contract.

29.3. GOVERNING LAW AND JURISDICTION.

The parties acknowledge that this Contract is made and entered into in Charlotte, North Carolina, and will be performed in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Contract, and that North Carolina law shall govern interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). The parties further agree that any and all legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

29.4. BINDING NATURE AND ASSIGNMENT.

This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign any of the rights and obligations thereunder without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

29.5. CITY NOT LIABLE FOR DELAYS.

It is agreed that the City shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City or any other party hereunder caused by injunction or other legal or equitable proceedings or on account of any other delay for any cause beyond the City's reasonable control. The City shall not be liable under any circumstances for lost profits or any other consequential, special or indirect damages.

29.6. FORCE MAJEURE.

29.6.1. The Company shall be not liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (ii) if and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.

29.6.2. Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force Majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

29.6.3. Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company

from performing its obligations for more than five (5) days, the City may terminate this Contract.

29.6.4. Strikes, slow-downs, walkouts, lockouts, and individual disputes are not excused under this provision.

29.7. SEVERABILITY.

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

29.8. NO PUBLICITY.

No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner absent the written consent of the City.

29.9. APPROVALS.

All approvals or consents required under this Contract must be in writing.

29.10. WAIVER.

No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not be constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

29.11. SURVIVAL OF PROVISIONS.

The following sections of this Contract shall survive the termination hereof:

Section 4.3 "Employment Taxes and Employee Benefits"

Section 15 "Representations and Warranties of Company"

Section 18 "Term and Termination of Contract"

Section 21 "City Ownership of Work Product"

Section 23 "Indemnification"

Section 25 "Confidential Information"

Section 26 "Insurance"

Section 28 "Notices and Principal Contacts"

Section 29 "Miscellaneous"

29.12. CHANGE IN CONTROL.

In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

- 29.13. **DRAFTER’S PROTECTION.**
Each of the Parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.
- 29.14. **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.**
The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to, workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Services.
- 29.15. **CONFLICT OF INTEREST.**
The Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of Services required to be performed under the Contract.
- 29.16. **NO BRIBERY.**
The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with the Contract.
- 29.17. **HARASSMENT.**
The Company agrees to make itself aware of and comply with the City's Harassment Policy. The City will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to termination.
- 29.18. **TRAVEL UPGRADES.**
The City has no obligation to reimburse the Company for any travel or other expenses incurred in connection with this Contract unless this Contract specifically requires reimbursement. If this Contract requires reimbursement by the City: (a) the City will only pay coach/economy rate airline fares, and (b) the Company’s invoices shall include sufficient detail of travel expenses to demonstrate that fares were at coach/economy rates. Notwithstanding the forgoing, nothing in this provision shall preclude complimentary upgrades to first class or business class seating, mileage, points, or credits based upgrades, or upgrades paid for by the contractor so long as the City is not charged for or asked to reimburse the upgrade charge or the value of the miles, points, or credits used.
- 29.19. **TAXES.**
Except as specifically stated elsewhere in this Contract, the Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services. The Company consents to and authorizes the City to collect any and all delinquent taxes and related interest, fines, or penalties of the Company by reducing any payment, whether monthly, quarterly, semi-annually, annually, or otherwise, made by the City to the Company pursuant to this Contract

for an amount equal to any and all taxes and related interest, fines, or penalties owed by the Company to the City. The Company hereby waives any requirements for notice under North Carolina law for each and every instance that the City collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent the Company from filing an appeal of the assessment of the delinquent tax if such appeal is within the time prescribed by law.

29.20. UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in *Title 2 C.F. R. § 200 et seq.*

29.21. COUNTERPARTS.

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

COMPANY:

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

**CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE**

**CITY OF CHARLOTTE:
RISK MANAGEMENT DIVISION**

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



Finance Office - Procurement Management

Addendum #1	Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services RFP #269-2017-028
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To: All Prospective Service Providers

Date: February 10, 2017

**Subject: Addendum #1 – RFP #269-2017-028
Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services**

Please note the specification changes/modifications below for the RFP.

Item #	Page #	Section #	Specification(s)	Modification(s), Questions & Answers
1	27	4.13	Lead Time and Delivery	Modification: Paragraph #3: The first sentence has been revised as follows: The Company will ensure that all items are delivered fully fabricated by vendor and or its designated subcontractor on site as may be designated by the Participating Public Agency. Second sentence of this paragraph remains the same.
2	30	4.19.5	Installation	Modification: This section has been revised as follows: Proposal responses must include a defined and verifiable installation fee program. If fees are based on geographic location, proposals must include a clearly defined and verifiable installation fee chart for each applicable state, region, and/or location.
3	30-31	4.16	Price Adjustments	Modification: This section has been revised as follows: All proposed pricing shall remain firm through December 31, 2017. Suppliers may request price increases for consideration at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted in writing to the City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to

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Management and Financial Services/City of Charlotte 600 East Fourth Street Charlotte, NC 28202-2850
Phone: 704/336-2256 Fax: 704/336-2258

Item #	Page #	Section #	Specification(s)	Modification(s), Questions & Answers
				compensate a Supplier for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.
4	39	Section 6 Form 4	Pricing Worksheet Design #2	Modification: Third bullet has been revised as follows: Two (2) Climbers
5	52-63	Section 7	U.S. Communities Administrative Agreement	Clarification: All references to “Exhibit A” or “Exhibit B” refers to “Attachment A” or “Attachment B” of the U.S. Communities Administrative Agreement.
6	i	Checklist for submitting a Proposal	Environmental Purchasing Responses (Section 6, Form 9)	Modification: Form 9 was been added and is included in this Addendum #1 (see page 5). This form must be completed and submitted with your Proposal response.
7	46	Supplier Information	3. Company Annual Sales for 2014, 2015, 2016	Modification: The Header Row for the annual sales table has been revised as follows: SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2014, 2015, AND 2016
7	99-120	Exhibit A	Sample City of Charlotte Contract	Modification: Exhibit A–Sample City Contract has been revised and replaced. New Sample Contract is included in this Addendum #1 (see pages 6-25). Please make sure to read the new sample contract and include any exceptions in your proposal response per Section 2.6.12 of the subject RFP document.
8	99-119	Exhibit A	Sample City of Charlotte Contract	Clarification: Any reference to “Exhibit” refers to Exhibits that will be included in the final awarded City of Charlotte Contract.
9	27 & 29	4.11 & 4.19.1	Literature and Catalogs & Pricing	Company Question: Is it okay to include a copy of the product catalog on a jump drive, or provide a link to our electronic catalog instead of providing a hard copy? Answer: Yes. Prefer the catalog on Jump Drive but will accept a link to electronic catalog as long as the appropriate information for this solicitation is provided in the electronic version.
10	16 & 51	2.6.2 & Section 7	Trade Secrets and Personal Identification & Financial Statements	Company Question: Do we need to provide 12 copies of financial statements (one with each proposal copy) if it's confidential information? Answer: No, two (2) hard copies of any trade secret or confidential information should be submitted in a

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Item #	Page #	Section #	Specification(s)	Modification(s), Questions & Answers
				separate sealed envelope, clearly marked per Section 2.6.2 of the subject RFP.
11	N/A	N/A	Question	Company Question: How do we address redundant questions in the RFP? Answer: Please address the question completely in the first section it appears. Then reference the previous section where you provided the information for all redundant questions in different sections.
12	28-29	4.19	Pricing	Company Question: Can we submit different fixed percentage discounts for multiple subcategories or each Category listed? Answer: Yes. Please itemize subcategories and provide fixed percentage discounts as appropriate for your company's pricing structure. EX: Under Category for Playground Equipment, you may have different discounts for themed equipment and stand along components.
13	40	Section 6 Form 4	Design 3	Company Question: Is it okay to substitute alternate Outdoor Fitness Equipment if it does the same thing as the brand/item stated in the RFP? Example: We have something that provides the same workout as a Wobble Board, but it isn't called a Wobble Board. Answer: Yes, that will be acceptable as long as you identify it in the category of Outdoor Fitness Equipment.
14	34	Section 6 Form 2	Addenda Receipt Confirmation	Supplier Question: Should we acknowledge each addendum as it's issued or when we submit our proposal? Answer: Please acknowledge <u>all</u> addenda on Form 4 of Section 6 and submit with your proposal response.
15	30	4.22	Prevailing Wages	Company Question: We do not have a set price list for prevailing wages as it can vary project by project, but we would be applying the same discount rate to the total install price for the job. Could you please describe further what would be defined as an exception? Perhaps an example? Answer: We are asking the Suppliers to provide any exceptions where they would not be able to comply with the prevailing wage requirements of the state or location in their proposal response.

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Phone: 704/336-2256 Fax: 704/336-2258

In order to constitute a complete proposal response you must acknowledge receipt of this addendum with the Addenda Receipt Confirmation Form 2 in Section 6 of the subject RFP in your Proposal.

Any Company not acknowledging receipt of an issued addendum may not be considered.

In the event additional changes or clarifications to this RFP are warranted, all Service Providers are responsible for monitoring www.ips.state.nc.us or the City of Charlotte website at: <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> for additional addenda.

We appreciate your interest in doing business with the City of Charlotte and look forward to receiving a Proposal from your company.

Sincerely,

Karen Ewing
Deputy Chief Procurement Officer

cc: Alexis Turner, U.S. Communities
Evaluation Team
RFP File

REQUIRED FORM 9 – ENVIRONMENTAL PURCHASING RESPONSES

RFP # 269-2017-028

**Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing,
and Related Products and Services**

Companies shall complete and submit the form below regarding the products or supplies required to perform the Services.

Question	Response
<u>Recycled Content.</u> Products must contain a certain percentage of recycled content. Please include the amount of recycled content, pre- and post-consumer, included in your product.	
<u>Recyclability.</u> Please include the types of materials included in your product, and if they are considered recyclable in typical municipal recycling streams.	
<u>Biodegradability.</u> Products must be capable of decomposing under natural conditions. Please state whether each Product offered in your proposal is biodegradable.	
<u>Post-Consumer Recycled Materials</u> Please include the types of materials included in your products and if they contain post-consumer recycled materials.	

Exhibit A – SAMPLE CITY CONTRACT

Final awarded Contract may differ slightly from this Sample.

As used in this Section of the RFP, the term “Contract” shall refer to the agreement entered into between the City and the Company, and the term “Company” shall refer to the vendor that has been awarded a contract.

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated JANURARY 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the “RFP”; and

WHEREAS, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the “Proposal.”

WHEREAS, the City awarded this Contract on _____, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the “Contracting Agent” for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency’s access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies’ Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to COMPANY NAME in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A: Discount Schedule, Price Lists, and Incentives

Attachment 1
Exhibit A
Sample City Contract

EXHIBIT B:	Installation Fees
EXHIBIT C:	National Network Of Distributors And Installers
EXHIBIT D:	Freight Rate Schedules
EXHIBIT E:	Product Warranties
EXHIBIT F:	Scope of Work
EXHIBIT G:	U.S. Communities Administrative Agreement

2. DEFINITIONS.

This section may include, but not be limited to, terms defined in Section 1 of the RFP.

- 3. TERM.** The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

4. AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.

4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.

4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

- 5. OPTIONS AND ACCESSORIES:** The City may in its discretion purchase from the Company options and accessories beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

- 6. DOCUMENTATION:** the company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such products for the purpose for which the City is acquiring them.

- 7. COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit c. The company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.

8. PRICE ADJUSTMENT.

8.1 The price(s) stated in this Contract shall not increase for the entire five-year term of the Contract. The prices shall also not increase during the two (2), two-year renewal

option terms unless the City approves a price adjustment in writing in accordance with the following terms:

8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202

8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to

Sample City Contract

the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov. Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
 - 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of _____, and is qualified to do business in North Carolina;
 - 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
 - 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;
 - 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;

- 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
- 14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
- 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
- 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
- 15. COMPLIANCE WITH LAWS:** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 16. DELIVERY TIME:** When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Proposal shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Proposal specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
- 17. QUALITY.** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.
- Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.
- 18. DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section __ of the RFP.
- 19. INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from

time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).

20. PREPARATION FOR DELIVERY:

20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.

20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc.).

20.3 Shipping. The Company shall follow all shipping instructions included in the RFP, the City's purchase order or in the Contract.

21. **ACCEPTANCE OF PRODUCTS/SERVICES:** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.

22. **GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

23. **NO LIENS:** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.

24. **MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

25. **RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the RFP, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:

-
- (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
 - (B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the RFP.
26. **RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
27. **OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
28. **TERMINATION.**
- 29.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
- 29.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- 29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - 29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - 29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.
- Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.
- 29.3 **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each

constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

- 29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- 29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 29.4 **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 29.5 **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 29.6 **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 29.7 **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Contract on behalf of the City.
- 29.8 **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:
- 29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and
- 29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
- 29.8.3 Performing the transition service plan activities;

- 29.8.4 Answering questions regarding the products and services on an as-needed basis; and
- 29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
29. **NO DELAY DAMAGES:** Under no circumstances shall the City be liable to the successful Company for any damages arising from delay, whether caused by the City or not.
30. **MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
31. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
32. **INDEMNIFICATION:** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or wilful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.
33. **INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (A) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (B) Commercial General Liability: Bodily injury and property damage liability as shall protect the successful Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (C) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

Certificates of all required insurance shall contain the provision that the City will be given (30) days written notice of any intent to amend or terminate by either the insured or the insuring company. All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

34. **COMMERCIAL NON-DISCRIMINATION.**

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not

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discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time.

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.
37. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:

- a. Criminal records search,
- b. Identification verification; and
- c. Proof of authorization to work in the United States.

The Company agrees if any personnel do not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. **DRUG-FREE WORKPLACE.** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

- 39.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 39.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 39.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- 39.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 39.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 39.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. **NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, and prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

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For The Company:	For The City:
	Procurement Management Division
	600 East Fourth Street
	Charlotte, NC 28202
	Phone:
	Fax:
	E-mail:
With Copy To:	With Copy To:
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. **SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.
41. **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. could not have been prevented by reasonable precaution;
- B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the Company.

Sample City Contract

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42 CONFIDENTIALITY.

- 42.1 DEFINITIONS. As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:
- 42.2 TRADE SECRETS. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 42.3 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
- 42.4 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- 42.5 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 42.6 Citizen or employee social security numbers collected by the City.
- 42.7 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 42.8 Local tax records of the City that contains information about a taxpayer's income or receipts.
- 42.9 Any attorney / client privileged information disclosed by either party.
- 42.10 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 42.11 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 42.12 Building plans of City-owned buildings or structures, as well as any detailed security plans.
- 42.13 Billing information of customers compiled and maintained in connection with the City providing utility services

- 42.14 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1 through 42.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

43. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 43.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- 43.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.
- 43.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 43.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- 43.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- 43.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- 43.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be

returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

- 43.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- 43.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.
- 44. **EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:**
 - 44.1 Was already known to Company prior to being disclosed by the City;
 - 44.2 Was or becomes publicly known through no wrongful act of Company;
 - 44.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
 - 44.4 Was used or disclosed by Company with the prior written authorization of the City;
 - 44.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
 - 44.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.
- 45. **MISCELLANEOUS**
 - 45.1 **ENTIRE AGREEMENT.** This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the RFP and the Proposals are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
 - 45.2 **AMENDMENT.** No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
 - 45.3 **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a

state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

- 45.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 45.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 45.6 **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 45.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 45.8 **CHANGE IN CONTROL.** In the event of a change in “Control” of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term “Control” shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 45.9 **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 45.10 **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding

employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

45.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.

45.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	"Term"
Section 4.3	"Employment Taxes and Employee Benefits"
Section 13	"General Warranties"
Section 14	"Additional Representations and Warranties"
Section 22	"Guarantee"
Section 28	"Other Remedies"
Section 29	"Termination"
Section 33	"Insurance"
Section 34	"Indemnification"
Section 39	"Notices"
Section 42	"Confidentiality"
Section 45	"Miscellaneous"

45.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

45.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

45.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.

45.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

45.17 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in *Title 2 C.F. R. § 200 et seq.*

45.18 COUNTERPARTS.

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

Exhibit A

Sample City Contract

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

COMPANY:

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

**CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:**

**CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:**

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

This instrument has been pre-audited in the manner required by Local Government Budget and Fiscal Control Act.

BY: _____

DEPUTY FINANCE OFFICER

DATE

Note: All Exhibits listed in Section 1 of this Contract will be included in the final Contract and will follow this page of the Contract.



Finance Office - Procurement Management

Addendum #2	Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services RFP #269-2017-028
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To: All Prospective Service Providers

Date: February 16, 2017

**Subject: Addendum #2 – RFP #269-2017-028
Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services**

Please note the specification changes/modifications below for the RFP.

Item #	Page #	Section #	Specification(s)	Modification(s), Questions & Answers
1	36-40	Section 6 Form 4	Pricing Worksheet	Modification: Form #4- Pricing Worksheet has been revised as follows: - Design #2: The site dimension has been revised as follows: Site Dimensions: 50ft. x 65 ft. - Design #4 has been added. Please read carefully. New Form #4 is included in this Addendum #2 and Companies must be sure to submit this revised Form #4 with your proposal response.
2	N/A	N/A	Pre-proposal Sign-in Sheet	A copy of attendee sign-in sheet from the Pre-proposal meeting held on February 7, 2017 is attached.

In order to constitute a complete proposal response you must acknowledge receipt of this addendum with the Addenda Receipt Confirmation Form 2 in Section 6 of the subject RFP in your Proposal.

Any Company not acknowledging receipt of an issued addendum may not be considered.

Finance Office - Procurement Management
Management and Financial Services/City of Charlotte 600 East Fourth Street Charlotte, NC 28202-2850
Phone: 704/336-2256 Fax: 704/336-2258

In the event additional changes or clarifications to this RFP are warranted, all Service Providers are responsible for monitoring www.ips.state.nc.us or the City of Charlotte website at: <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> for additional addenda.

We appreciate your interest in doing business with the City of Charlotte and look forward to receiving a Proposal from your company.

Sincerely,

Karen Ewing
Deputy Chief Procurement Officer

cc: Alexis Turner, U.S. Communities
Evaluation Team
RFP File

Required Form 4 - Pricing worksheet

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Cost must be in United States dollars rounded to the nearest quarter of a dollar. **If there are additional costs associated with the Services, please add to this chart.**

Proposal must include electronic copies (on flash drive) of manufacturer's listings, a published wholesale or retail price list, which is widely distributed to the marketplace, or other product literature which describes all the products being offered.

The price schedules must be a single percentage discount from published retail price list, or other verifiable published price list. Published price lists must be submitted annually and the same percentage of discount shall apply for the life of the contract. Pricing must be provided for every Product and Service included in your Proposal. Cost must be in United States dollars rounded to the nearest quarter of a dollar.

1. Please provide your verifiable price list(s):

CATEGORY	VERIFIABLE PRICE LIST NUMBER/DATE
Playground Equipment (i.e. themed systems, stand-along activities, system components)	
Outdoor Fitness Equipment (i.e. challenge courses, strength building, multigenerational fitness, precision timing systems)	
Site Accessories (i.e. Benches, Picnic tables, Planters, Litter receptacles, Bike Racks)	
Surfacing (i.e. Pour in Place Rubber, Wood fiber, etc.)	
Related Products (i.e. Shade Structures skate parks, water parks)	
Services (i.e. Installation, Design, Layout, Repair, Maintenance, Removal, Disposal)	

2. Please provide your percentage discount off retail price for all products included each of the following categories. Please use additional sheets and list all categories that you are offering for this contract.

CATEGORY	PERCENTAGE (%) DISCOUNT
Playground Equipment (i.e. themed systems, stand-along activities, system components)	
Outdoor Fitness Equipment (i.e. challenge courses, strength building, multigenerational fitness, precision timing systems)	
Site Accessories (i.e. Benches, Picnic tables, Planters, Litter receptacles, Bike Racks)	
Surfacing (i.e. Pour in Place Rubber, Wood fiber, etc.)	
Related Products (i.e. Shade Structures skate parks,	

Attachment 1

Section 6

Required Forms

water parks)	
Services (i.e. Installation, Design, Layout, Repair, Maintenance, Removal, Disposal)	

3. Company must provide the following for each of the three (s) sample playground designs (FOR EVALUATION AND PRICE COMPARISON ONLY):
- 1) 3 dimensional Drawings
 - 2) Number of kids that can use the playground;
 - 3) Total number of play components:
 - a. Number of ground level components
 - b. Number of accessible ground level components
 - c. Number of elevated components
 - d. Number of accessible elevated components
 - 4) Play Structure Size
 - 5) Deck Sizes
 - 6) Itemized costs using proposed discounts and list prices to include all applicable costs, including, but not limited to:
 - a) Each Structure or component (i.e. playground, site Accessories, shade, receptacles, etc.)
 - b) Design Services
 - c) Surfacing
 - d) Installation
 - e) Any other products or services that is associated with this sample.
 - 7) Diameter of Uprights
 - 8) Color options
 - 9) Minimum time needed from date of design to delivery of equipment
 - 10) **DO NOT** include freight in sample Playground pricing.

DESIGN 1:

Site Dimensions: 50 ft. x 125 ft.
Budget: \$225,000 (must include all design, equipment, and installation costs)
Ages: Separate play area for 2 to 5 years old
 Separate play area for 5-12 years old
Design: Bright, Colorful Playgrounds with Roofs

Playground will be serving a community with physical disabilities children. The Playgrounds design must include the minimum following components:

Inclusive play components that:

- Encourage development of sensory processing including proprioceptive and vestibular systems.
- Encourage social interaction within the playground.
- Provide opportunities for spinning, sliding, rocking and swinging incorporated with heights, motions and body positions.
- Provide opportunities for climbing, crawling, bouncing and balancing.
- Stimulate sensory experiences through tactile, auditory and visual components and events.
- Provide multiple levels of challenge (easy, moderate, difficult of the same type of activity).
- Are easy to transfer to and from a mobility device.

Attachment 1

Section 6

Required Forms

- Ensure a child in mobility device is in the middle of play.
- Requires limited provision of ramps.

2-5 Year Old Structure:

- One (1) Early Childhood (tot) Swings with sides
- One (1) Slide - 4 ft. maximum height
- One (1) Climber
- One (1) Crawl Tunnel
- One (1) Sand Box

5-12 Year Old Structure:

- One (1) Double Slide – 6 ft. maximum height
- One (1) Spiral Slide
- One (1) Net Climber
- One (1) Rock Climber
- Two (2) Wheel chair accessible ramps
- One (1) Bridge

Surfacing:

Bonded rubber fall surface to include **sub-base** (granite screening) and geo fabric.

Site Accessories:

- Four (4) 8ft Heavy Duty Picnic Tables with steel frame
- One (1) Sway Bench (12-gauge punched steel with 3.5” diameter posts.
- Three (3) Trash Receptacles
- Two (2) Heavy Duty 6-foot Benches with back, and armrest. Placed with good sightlines for monitoring children.

DESIGN 2:

Site Dimensions: 50ft. x 65 ft.
Budget: \$85,000 (must include all design, equipment, and installation costs)
Ages: 5-12 years old
Design: Nature Themed with Neutral Colors

- One (1) Double Slide – 8 ft. maximum height
- One (1) Tube Slide
- Two (2) Climbers
- Four (4) Swings with a minimum of one (1) accessible swing.
- One (1) Balance Beam
- One (1) Transfer Station
- One (1) Bridge
- One (1) Zip-line

Surfacing:

Minimum of 12 inches compacted wood safety surfacing.

Attachment 1

Section 6

Required Forms

DESIGN 3:

Site Dimensions: 30 ft. x 45 ft.
Budget: \$45,000 (must include all design, equipment, and installation costs)
Ages: 13+ years old
Design: Adult Outdoor Fitness

Comprehensive fitness package that offers flexibility, balance, strength, and low-impact aerobic workout activities, and includes the minimum following elements:

- One (1) Wobble Board
- One (1) Captains Chair
- One (1) Chest Press
- One (1) Lat Pull Down and Leg Press
- One (1) Trapeze Rack
- One (1) Recumbent Cycle
- One (1) Heavy Duty Bicycle Rack

Surfacing:

No Surfacing required.

DESIGN 4:

Site Dimensions: Separate play area for 6-23 months old = 30 ft. x 40 ft.
Separate play area for 2 to 5 years old = 55 ft. x 70 ft.
Separate play area for 5-12 years old = 70 ft. x 120 ft.
Separate play area for 12-17 years old = 70 ft. x 40
Separate sport & fitness area for 13+- adults = 70 ft. x 75 ft.

Budget: \$1,250,000.00 (must include all design, equipment, and installation costs)
Ages: See ages included in Site Dimensions above.
Design: **This is an open ended design to allow Companies to demonstrate creativity, and showcase a variety of catalog offerings.**

This is a large scale recreational area to attract community support and visitors to provide recreational play and fitness for infants through senior citizens, and encourage teens and adults to be active, but should not include all sports related activities (i.e. basketball) in the 12-17 and 13+ year old areas.

Surfacing: Open ended to Company suggestions.

Site Accessories: Open ended to Company suggestions.

Attachment 1

CITY OF CHARLOTTE
Finance - Procurement Management

RFP-Proposal Conference

RFP# 269-2017-028

Date: 2/7/2017
July 13, 2016Time: 10:00 a.m.
2:00 pmPlayground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products and Services

Company Name	Representative Name	Phone Number	E-Mail Address
PLAYSCAPE WISCONSIN D/BJA Cammings	DON KING	423.648.5891	DINKING@CAMMETIME.COM
KOMPAN Inc	JAY COOKE	508-243-2623	JAYCOO@KOMPAN.COM
"	CINDY CLARKSON	253-579-1015	CINCLAC@KOMPAN.COM
"	SIDNEY FRISKEN	737-444-8522	SIDETR1@KOMPAN.COM
Alexis Turner	US Communities	214 629 2056	adturner@uscommunities.org
Chloe Clark	Jed M. Hines	6-7-58	jmhines@ch1.km.com
Playworld	Sandra Polana	Conference Call	
Boyle Corp	RCP Shotters	Conference Call	
Quality Grading	Sherry Beltran	719 439 9110	bbelzero@sergeyjohn.com



Finance Office - Procurement Management

Addendum #3	Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services RFP #269-2017-028
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To: All Prospective Service Providers

Date: February 20, 2017

**Subject: Addendum #3 – RFP #269-2017-028
Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services**

Please note the specification changes/modifications below for the RFP.

Item #	Page #	Section #	Specification(s)	Modification(s), Questions & Answers
1	38	Section 6 Form 4	3. Sample Playground Designs 1) 3 dimensional drawings	Clarification: All 3D drawings of sample playground designs may be submitted on larger paper sizes up to 32" x 44"

In order to constitute a complete proposal response you must acknowledge receipt of this addendum with the Addenda Receipt Confirmation Form 2 in Section 6 of the subject RFP in your Proposal.

Any Company not acknowledging receipt of an issued addendum may not be considered.

In the event additional changes or clarifications to this RFP are warranted, all Service Providers are responsible for monitoring www.ips.state.nc.us or the City of Charlotte website at: <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> for additional addenda.

We appreciate your interest in doing business with the City of Charlotte and look forward to receiving a Proposal from your company.

Sincerely,

Karen Ewing
Deputy Chief Procurement Officer

cc: Alexis Turner, U.S. Communities
Evaluation Team
RFP File

Solicitation ID:	34919	Active Date:	1/25/2017
Customer Ref #:	RFP #269-2017-0	Inactive Date:	3/16/2017
Title:	Playground Equipment and Related Products and Services		
Contact:	Karen Ewing	Solicitation Type:	RFP
Organization:	Seattle, City of	Public:	Yes
		Estimated Value:	100,000,000

Vendor Details:

Company Name	DBAName	Status	Match Code	Main Contact	Email	Phone	City
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Vendor Summary:

Total Vendors	0
Total Veteran Owned	0
Total Washington Small Business	0

The Buy Line Blog

City Purchasing

U.S. COMMUNITIES: Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services RFP #269-2017-028

January 26, 2017 by [purchadmin](#)

[Click here to access Request for Proposal #269-2017-028.pdf](#)

REQUEST FOR PROPOSALS

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

JANURARY 25, 2017

Dear Sir or Madam:

The City of Charlotte, North Carolina (herein “City” or “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is now accepting Proposals for Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the “RFP”). Please review them carefully.

A **Non-Mandatory** Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **FEBRUARY 7, 2017, at 10:00 a.m.**, at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, Conference Room 280 or via teleconference at

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704-432-5488. Please bring a copy of the RFP with you at that time. All interested Companies should return a completed Request For Proposals Acknowledgement Form (see Section 6, Form 1) by the date stated in the schedule in Section 3.1 of this RFP.

An electronic copy of the RFP in Microsoft Word format may be obtained by contacting Karen Ewing at kewing@charlottenc.gov.

All Proposals are due to the Management and Financial Services, Procurement Management Division, 9th Floor, CMGC 600 East Fourth Street, Charlotte, North Carolina 28202, no later than **MARCH 16, 2017 at 2:00 p.m.**

Two (2) original Proposals signed in ink by a company official authorized to make a legal and binding offer, and ten (10) electronic copies of the Proposal on individual flash drives in a searchable format such as MS Word or Adobe Acrobat must be submitted in a sealed box or opaque envelope plainly marked with the Proposal number and service description as follows:

Request for Proposals

Attention: Karen Ewing

[Name of Company Submitting Proposal]

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products & Services

RFP # 269-2017-028

RFP questions must be directed to Karen Ewing, Management and Financial Services, Procurement Management Division, per the enclosed instructions in Section 3.3. The City is an equal opportunity purchaser.

Sincerely,

Kay Elmore

Chief Procurement Officer

cc: Alexis Turner, U.S. Communities

RFP Project File

Filed Under: [Bids & Proposals](#), [RFP #269-2017-028](#)

Supply of Sodium Hypochlorite ITB #SPU-3667

January 23, 2017 by [purchadmin](#)

Click here to access [Invitation to Bid #SPU-3667.doc](#)

ITB Due Date & Time: 2/17/17 @ 2 PM Pacific

Addendum Q&A: N/A

Optional Pre-Bid Conference: 1/27/17 @ 2 PM Pacific at 700 5th Avenue, Suite 4112
Seattle, WA

City Buyer: Sal Munoz, 206-684-8605

Evaluation and Award Decisions

Status Update: N/A

Status & Award List: N/A

Executed Contract: N/A

Filed Under: [Bids & Proposals](#), [ITB #SPU-3667](#)

Overhead Door Repair & Maintenance ITB #CTY-3591

January 20, 2017 by [DS](#)

Click here to access [Invitation to Bid #CTY-3591.doc](#)

ITB Due Date & Time: 2/13/2017 at 3:00 PM

Addendum Q&A: [1/24/2017](#)

Optional Pre-Bid Conference: 1/26/2017 at 3:00 PM at 700 5th Avenue, Suite 4112
Seattle, WA

City Buyer: [David Stubblefield](#), 206-684-0452

Evaluation and Award Decisions

Status Update: N/A

Status & Award List: N/A

Executed Contract: N/A

Filed Under: [Bids & Proposals](#), [ITB #CTY-3591](#)

Difficult/Limited Access Drilling Services ITB #SPU-624R

January 12, 2017 by [DS](#)

Click here to access [Invitation to Bid #SPU-624R.doc](#)

ITB Due Date & Time: 1/30/2017 at 3:00PM

[Addendum Q&A: 1/25/2017](#)

Optional Pre-Bid Conference: 1/18/2017 at 11:00AM at 700 5th Avenue, Suite 4112
Seattle, WA

City Buyer: [David Stubblefield](#), 206-684-0452

Evaluation and Award Decisions

Status Update: N/A

Status & Award List: N/A

Executed Contract: N/A

Filed Under: [Bids & Proposals](#), [ITB #SPU-624R](#)

CLOSED-Laboratory & Field Testing of Soil and Construction Materials ITB #CTY-2017

January 3, 2017 by [SS](#)

Click here to access [Invitation to Bid #CTY-2017.doc](#)

ITB Due Date & Time: 1/18/2017 at 4:00pm

[Addendum Q&A: 01/06/2017](#)

Optional Pre-Bid Conference: 1/10/2017 at 4:00pm at 700 5th Avenue, Suite 4112
Seattle, WA

City Buyer: [Sara Schutt](#), 206-684-684-0456

Evaluation and Award Decisions

Status Update: In Evaluation

Status & Award List: N/A

Executed Contract: N/A

Filed Under: [Bids & Proposals](#), [ITB #CTY-2017](#)

U.S. COMMUNITIES: Tractors, Mowing Equipment, Implements, and Parts & Services RFP #17-6221

January 3, 2017 by [purchadmin](#)

[Click here to access Request for Proposal #170009.pdf](#)

Advertisement for Request for Proposals

Cobb County will receive Sealed Proposals before **12:00 noon, January 26, 2017** in the

**Cobb County Purchasing Department
122 Waddell Street
Marietta, Georgia 30060**

No bids will be accepted after the 12:00 noon deadline.

Sealed Bid # 17 – 6221

Request for Proposal

**Tractors, Mowing Equipment, Implements, and Parts & Services
Cobb County Purchasing Department**

Pre-Proposal Meeting: January 12, 2017 @ 10:00 A.M.

**Cobb County Purchasing Department
122 Waddell Street
Marietta, Georgia 30060**

Proposals are opened at 2:00 p.m. in the Cobb County Purchasing Department, 122 Waddell Street, Marietta, Georgia 30060

No proposal may be withdrawn for a period of ninety (90) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all proposals, to waive informalities and technicalities, to reject portions of the proposals, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the “performance of physical services” in order to be considered.

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website. www.cobbcounty.org/purchasing.

Advertise: December 30, 2016

January 6, 13, 20, 2017

Filed Under: [Bids & Proposals](#), [RFP #17-6221](#)

CLOSED-Steel Transmission Tower Maintenance ITB #SCL-3652R (Re-bid)

December 22, 2016 by [purchadmin](#)

Click here to access [Invitation to Bid #SCL-3652R \(Re-bid\).doc](#)

ITB Due Date & Time: 1/11/2017 at 2PM

Addendum Q&A: [01/09/2017](#)

Optional Pre-Bid Conference: 12/29/2016 at 10AM located at 700 5th Avenue, Suite 4112, Room 4120, Seattle

Pre-Bid Conference Attendees List: [12/29/2016](#)

City Buyer: [David McLean](#), 206-684-0445

Evaluation and Award Decisions

Status Update: Intent to Award Issued

Bid Tabulation

Status & Award List: N/A

Executed Contract: N/A

Filed Under: [Bids & Proposals](#), [ITB #SCL-3652R \(Re-bid\)](#)

Organic Processing Services RFP #SPU-16-216-B

December 22, 2016 by [purchadmin](#)

Interested vendors are encouraged to review the RFP, background documents, and any RFP addenda online at <https://www.ebidexchange.com/seattle>. Note that you are required to complete a free registration to view, print or save documents posted on this website and to view contact information for other vendors who have downloaded documents from this website.

RFP Due Date & Time: January 23, 2017 at 3:00 PM

Addendum Q&A: refer to <https://www.ebidexchange.com/seattle>.

Optional Pre-Submittal Conference: Wednesday, January 4, 2017 in Conference Room SMT 4050/60 (40th Floor) of the Seattle Municipal Tower Building, 700 Fifth Avenue, Seattle, WA 98104, from 10:00 AM to 11:00 AM. Seattle Public Utilities will review the scope of work, vendor expectations, and answer questions from the prospective bidders.

City Contact: Kathy Peterson at 206-684-5084 or <mailto:kathya.peterson@seattle.gov>.

Filed Under: [Bids & Proposals](#), [RFP #SPU-16-216-B](#)

CLOSED-Milling Machine ITB #SCL-1345

December 12, 2016 by [purchadmin](#)

Click here to access [Invitation to Bid #SCL-1345.docx](#)

ITB Due Date & Time: 12/21/2016 at 3:00 P.M. Pacific Time

Addendum Q&A: 12/20/2016

Pre-Bid Conference (Optional)

12/15/2016, 3:00 PM Pacific Time

Pre-Bid conference to be held at the City Purchasing Office, 700 5th Avenue, Suite 4112, Seattle. If you are not able to attend in-person, you can join the conference by Skype or telephone:

Join Skype Meeting

Pre-Bid Conference (Optional)

This is an online meeting for Skype for Business, the professional meetings and communications app formerly known as Lync.

Join by Phone

206-386-1200 (US) English (United States) **844-386-1200** (US) English (United States) Conference ID: 574577

City Buyer: Marlon R. Franada, 206-684-4515

Evaluation and Award Decisions

Status Update: In Evaluation

Status & Award List: N/A

Executed Contract: N/A

Filed Under: **Bids & Proposals**, **ITB #SCL-1345**

Emergency/Disaster Shipping and Loading/Unloading Services ITB #FAS-3616

December 6, 2016 by **DS**

Click here to access **Invitation to Bid #FAS-3616.docx**

ITB Due Date & Time: 12/29/2016 at 3:00PM

Addendum Q&A: 12/20/2016

Optional Pre-Bid Conference: 12/13/2016 at 3:00 PM at 700 5th Avenue, Suite 4112
Seattle, WA

City Buyer: [David Stubblefield](#), 206-684-684-0452

Evaluation and Award Decisions

Status Update: N/A

Status & Award List: N/A

Executed Contract: N/A

Filed Under: [Bids & Proposals](#), [ITB #FAS-3616](#)

[1](#)[2](#)[3](#)[Next Page »](#)

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STATE OF WASHINGTON -- KING COUNTY

--SS.

345633

No.

U.S. COMMUNITIES

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

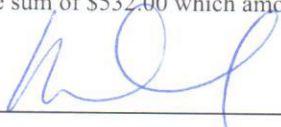
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BCSB:PLAYGROUND EQUIPMENT

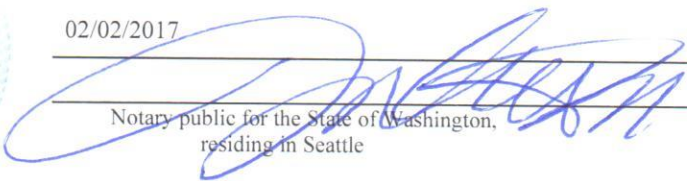
was published on

01/26/17 01/27/17 01/28/17 01/30/17 01/31/17 02/01/17 02/02/17

The amount of the fee charged for the foregoing publication is the sum of \$532.00 which amount has been paid in full.


Subscribed and sworn to before me on

02/02/2017


Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

**U.S.
Communities
Government
Purchasing
Alliance****Master Agreement for
Playground Equipment
Proposals Due: March 16****RFP# 269-2017-028**

The City of Charlotte (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and non-profit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 PM local time on March 16th, 2017. Additional information may be found at: <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

Date of first publication in the Seattle Daily Journal of Commerce, January 26, 2017.

2/2(345633)

AFFIDAVIT OF PUBLICATION

DJC

921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

Master Agreement for Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, City of Charlotte; Bid Location Charlotte, NC, Mecklenburg County; Due 03/16/2017 at 02:00 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 7 time(s) in the following issues:

1/27/2017
2/6/2017

1/30/2017
2/8/2017

2/1/2017
2/10/2017

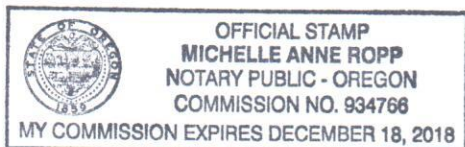
2/3/2017

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 10th DAY OF February, 2017

Nick Bjork

Notary Public-State of Oregon



**CITY OF CHARLOTTE
MASTER AGREEMENT FOR
PLAYGROUND EQUIPMENT,
OUTDOOR FITNESS EQUIPMENT,
SITE ACCESSORIES, SURFACING
AND RELATED PRODUCTS AND
SERVICES**

Proposals due 2:00pm,
March 16, 2017

**REQUEST FOR PROPOSALS
RFP# 269-2017-028**

The City of Charlotte (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement

is soliciting proposals to enter into a Master Agreement for Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 PM local time on March 16th, 2017. Additional information may be found at: <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

Published Jan. 27, 30; Feb. 1, 3, 6, 8 & 10, 2017.

11260201

Alexis Turner
U.S. Communities
109 Christopher Columbus Dr Apt 206
Jersey City, NJ 07302-8546

Order No.: 11260201
Client Reference No: RFP# 269-2017-0

AFFIDAVIT OF PUBLICATION

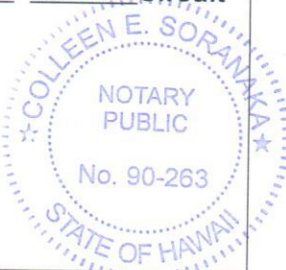
IN THE MATTER OF
RFP# 269-2017-028

STATE OF HAWAII

City and County of Honolulu

} SS.

Doc. Date:	<u>FEB 03 2017</u>	# Pages:	<u>1</u>
Notary Name:	<u>COLLEEN E. SORANAKA</u>	First Judicial Circuit	
Doc. Description:	<u>Affidavit of Publication</u>		
Notary Signature		Date	<u>FEB 03 2017</u>



Gwyn Pang being duly sworn, deposes and says that she is a clerk, duly authorized to execute this affidavit of Oahu Publications, Inc. publisher of The Honolulu Star-Advertiser, MidWeek, The Garden Island, West Hawaii Today, and Hawaii Tribune-Herald, that said newspapers are newspapers of general circulation in the State of Hawaii, and that the attached notice is true notice as was published in the aforementioned newspapers as follows:

Honolulu Star-Advertiser 0 times on:

MidWeek 0 times on:

The Garden Island 0 times on:

Hawaii Tribune-Herald 7 times on:

01/28, 01/29, 01/30, 01/31, 02/01, 02/02, 02/03/2017

West Hawaii Today 0 times on:

Other Publications: 0 times on:

And that affiant is not a party to or in any way interested in the above entitled matter.


Gwyn Pang

Subscribed to and sworn before me this 3 day of February A.D. 20 17

Colleen E. Soranaka, Notary Public of the First Judicial Circuit, State of Hawaii
My commission expires: Jan 06 2020

Ad # 0000958084

SP.NO.: _____ L.N.

RFP# 269-2017-028

The City of Charlotte (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 PM local time on March 16th, 2017. Additional information may be found at: <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>. (HTH958084 1/28, 1/29, 1/30, 1/31, 2/1, 2/2, 2/3/17)



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269-2017-028 - Playground Equipment, Outdoor Fitness Equipment, Site Accessor... (Published)

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Basic Information

Estimated Contract Value (CAD)

100,000,000.00 (Not shown to suppliers)

Reference Number

0000048357

Issuing Organization

U.S. Communities

Solicitation Type

RFP - Request for Proposal

Solicitation Number

269-2017-028

Title

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing

Source ID

PU.MU.USA.457357.C50448

Agreement Type

None

Details

Region

Canada, All of Canada, All of Canada

Purchase Type

Term: 2017/06/01 12:00:00 AM EDT - 2022/05/31 12:00:00 AM EDT

Dates

Publication Date

2017/01/26 09:17:54 AM EST

Question Acceptance Deadline

2017/02/15 05:00:00 PM EST

Questions are submitted online

No

Closing Date

2017/03/16 02:00:00 PM EDT

Bid Intent

Required

Notify Solicitation Owner

No (Not shown to suppliers in the abstract)

Bid Intent Deadline

2017/02/01 05:00:00 PM EST

Contact Information

Karen Ewing

7043362992

kewing@charlottenc.gov

Description

The City of Charlotte (the “Lead Public Agency”), on behalf of the U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related...[See more](#)

Bid Submission Process

Bid Submission Type

Electronic Bid Submission

Pricing

Lump sum

Pricing

Lump sum

Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

[<< Back to Solicitation List](#)

269-2017-028 - Playground Equipment, Outdoor Fitness Equipment, Site Accessor... (Published)

Modifying this solicitation will cancel its scheduled publication. Once you have completed your modification, you will have to re-publish the solicitation in order to reschedule its publication. Are you sure you want to modify this solicitation?

[No](#) [Yes](#)

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The New York State Contract Reporter

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Bringing business and government together

Attachment 1
This document printed
Thursday, 01/26/2017

Contracting Opportunity

* * * This ad has not been published. It has been reviewed and pending publication. * * *

Title: Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Agency: U.S. Communities

Contract Number: 269-2017-028

Contract Term: Five years with two (2)- two (2) year extensions available

Date of Issue: 01/27/2017

Due Date/Time: 03/16/2017 2:00 PM

County(ies): All NYS counties

Classification: Miscellaneous - *Commodities*

Opportunity Type: General

Entered By: Alexis Turner

Description: The City of Charlotte (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 PM local time on March 16th, 2017. Additional information may be found at: <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

* These goods or services have been purchased from an out-of-state/foreign vendor within the past three years.

Contact Information

Technical Contact: City of Charlotte
Karen Ewing
600 East Fourth Street
Charlotte, NC 28202
United States
Ph: 704-336-2992

Primary contact: U.S. Communities
Operations
U.S. Communities
Alexis Turner
Solicitation Manager
2999 Oak Road, Suite 710
Walnut Creek, CA 94597
United States
Ph: 214-629-2056
aturner@uscommunities.org

Submit to contact: U.S. Communities
Operations
U.S. Communities
Alexis Turner
Solicitation Manager
2999 Oak Road, Suite 710
Walnut Creek, CA 94597
United States
Ph: 214-629-2056
aturner@uscommunities.org

Supporting document shown below:

The following supporting documents are available for download:

Document title	Description	Type
RFP Packet		pdf

To download these documents, please visit the New York State Contract Reporter website: <http://www.nyscr.ny.gov>



© 2017, Empire State Development <http://www.esd.ny.gov/>



Stacy Hotes, Onvia

Account Manager: [SalesForce Administrator](#)
[[Help & Support](#)]

Type: Bid

Project Name: [Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services](#)

Agency: [City of Charlotte/Mecklenburg County](#)

Location: Charlotte, NC 28202

Level Of Government: County

Submittal/Due Date: **3/16/2017 2:00 PM** **Due in 49 days**

Pre-Bid Meeting Date: 2/7/2017 10:00 AM

Agency Bid #: 269-2017-028

Publication Date: 1/25/2017

Last Updated Date: 1/25/2017

Onvia Reference #: BID:34849525

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Specifications

Description: REQUEST FOR PROPOSALS
RFP # 269-2017-028
Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services
JANUARY 25, 2017
Dear Sir or Madam:
The City of Charlotte, North Carolina (herein "City" or "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is now accepting Proposals for Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP"). Please review them carefully.
A Non-Mandatory Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on FEBRUARY 7, 2017, at 10:00 a.m., at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, Conference Room 280 or via teleconference at 704-432-5488. Please bring a copy of the RFP with you at that time. All interested Companies should return a completed Request For Proposals Acknowledgement Form (see Section 6, Form 1) by the date stated in the schedule in Section 3.1 of this RFP.
An electronic copy of the RFP in Microsoft Word format may be obtained by contacting Karen Ewing at kewing@charlottenc.gov.
All Proposals are due to the Management and Financial Services, Procurement Management Division, 9th Floor, CMGC 600 East Fourth Street, Charlotte, North Carolina 28202, no later than MARCH 16, 2017 at 2:00 p.m.
Two (2) original Proposals signed in ink by a company official authorized to make a legal and binding offer, and ten (10) electronic copies of the Proposal on individual flash drives in a searchable format such as MS Word or Adobe Acrobat must be submitted in a sealed box or opaque envelope plainly marked with the Proposal number and service description as follows:
Request for Proposals
Attention: Karen Ewing
[Name of Company Submitting Proposal]
Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products & Services
RFP # 269-2017-028
RFP questions must be directed to Karen Ewing, Management and Financial Services, Procurement Management Division, per the enclosed instructions in Section 3.3. The City is an equal opportunity purchaser.
Sincerely,



Stacy Hotes, Onvia

Account Manager: [SalesForce Administrator](#)
[\[Help & Support \]](#)Kay Elmore
Chief Procurement OfficerProject Documents:  [269-2017-028 RFP Playground E...](#) Bid/Proposal FormProducts and Services: **Primary:** Playground equipment, Exercise equipment**Project Scope**

Maximum Contract Value: \$0.00

Agency Contact

Buyer: [Karen Ewing](#)
Buyer Email: kewing@charlottenc.gov
Buyer Phone: p: (704) 336-2992
Agency: [City of Charlotte/Mecklenburg County](#)
Owner Address: 600 E 4Th St
Charlotte, North Carolina 28202
Owner Phone: p: (704) 336-2472
Owner Website: <http://www.charmeck.org>



Stacy Hotes, Onvia

Account Manager: [SalesForce Administrator](#)
[\[Help & Support \]](#)

Most Recent Awards: City of Charlotte/Mecklenburg County

AWARD TITLE: PURCHASE OF COMMERCIAL...
VENDOR: WELLNESS SOLUTIONS, INC.

AWARD DATE:
01/13/14

AWARD VALUE:
N/A



AWARD TITLE: CCPA - COMMERCIAL FITN...
VENDOR: WELLNESS SOLUTIONS

AWARD DATE:
01/13/14

AWARD VALUE:
N/A



AWARD TITLE: PLAYGROUND EQUIPMENT S...
VENDOR: PLAYCORE WISCONSIN

AWARD DATE:
09/17/10

AWARD VALUE:
N/A



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Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions

Lead Agency:

Fresno Unified School District, CA

Responses due: May 2, 2017



RFP Documents:

[RFP 17-21](#)

[RFP 17-21 Addendum 1](#)

[RFP 17-21 Addendum 2](#)

Postings

Posting Information:

U.S. Communities: Current Solicitations

Onvia/DemandStar

Fresno Unified School District

Canadian MERX Public Tenders

State of Hawaii, Louisiana and Oregon

Oregon Association of Counties

Date Posted:

March 27th, 2017 – May 2nd, 2017

March 27th, 2017 – May 2nd, 2017

March 27th, 2017 – May 2nd, 2017

March 27th, 2017 – May 2nd, 2017

March 27th, 2017 – May 2nd, 2017

March 27th, 2017 – May 2nd, 2017

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Lead Agency:

City of Charlotte, NC

Pre-Proposal Meeting: February 7, 2017

Responses due: March 16, 2017



RFP Documents:

[RFP 269-2017-028](#)

[RFP 269-2017-028 Addendum 1](#)

[RFP 269-2017-028 Addendum 2](#)

[RFP 269-2017-028 Addendum 3](#)

Postings

Posting Information:

U.S. Communities: Current Solicitations

Onvia/DemandStar

City of Charlotte, NC

Canadian MERX Public Tenders

State of Hawaii and Oregon

Oregon Association of Counties

Date Posted:

Jan 25th, 2017 – Mar 16th, 2017

Jan 25th, 2017 – Mar 16th, 2017

Jan 25th, 2017 – Mar 16th, 2017

Jan 25th, 2017 – Mar 16th, 2017

Jan 25th, 2017 – Mar 16th, 2017

Jan 25th, 2017 – Mar 16th, 2017

Tractors, Mowing Equipment, Implements, and Parts and Services

RFP Documents:

[RFP 176221](#)

Lead Agency:
Cobb County, GA

Pre-Proposal Meeting: January 12, 2017
Responses due: January 26, 2017



Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	Dec 30th, 2016 – Jan 26th, 2017
Onvia/DemandStar	Dec 30th, 2016 – Jan 26th, 2017
Cobb County, GA	Dec 30th, 2016 – Jan 26th, 2017
Canadian MERX Public Tenders	Dec 30th, 2016 – Jan 26th, 2017
State of Hawaii and Oregon	Dec 30th, 2016 – Jan 26th, 2017
Oregon Association of Counties	Dec 30th, 2016 – Jan 26th, 2017

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**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG****CONTRACT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES,
SURFACING, AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of July 2017 (the "Effective Date"), by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated January 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and is incorporated into this Contract by reference.

WHEREAS, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT**1. EXHIBITS.**

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A:	Discount Schedule, Price Lists, and Incentives
EXHIBIT B:	Installation Fees
EXHIBIT C:	National Network of Distributors and Installers
EXHIBIT D:	Freight Rate Schedules
EXHIBIT E:	Product Warranties
EXHIBIT F:	Scope of Work
EXHIBIT G:	U.S. Communities Administrative Agreement

2. DEFINITIONS.

As used in this Contract, the following terms shall have the meanings set forth below:

<i>Acceptance:</i>	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in this Contract.
<i>Affiliates:</i>	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
<i>Biodegradable:</i>	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
<i>Charlotte Business Inclusion (CBI):</i>	Refers to the Charlotte Business Inclusion office of the City of Charlotte.
<i>Charlotte Combined Statistical Area (CSA):</i>	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.
<i>Company:</i>	Refers to a company that has been selected by the City to provide the Products and Services of this Contract.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Contract.
<i>Contract:</i>	Refers to a written agreement executed by the City and Company for all or part of the Services.

<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
<i>Environmentally Preferable Products:</i>	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Lead Public Agency:</i>	Refers to the City of Charlotte, North Carolina.
<i>Master Agreement:</i>	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
<i>Minority Business Enterprise/MBE:</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs and WBEs, collectively.
<i>Participating Public Agency:</i>	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
<i>Products:</i>	Refers to all Products that the Company agrees to provide to the City as part this Contract.
<i>Services:</i>	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.

Specifications and Requirements:

Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. **TERM.** The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.
4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**
 - 4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.
 - 4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.
5. **OPTIONAL PRODUCTS AND SERVICES:** The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.
6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such products for the purpose for which the City is acquiring them.
7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit c. The company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.
8. **PRICE ADJUSTMENT.**

- 8.1 The price(s) stated in this Contract shall remain firm through December 31, 2017. Company may request price increases in writing, in accordance with the following terms:
- 8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.
 - 8.1.2 To obtain approval for a price increase, the Company shall submit a written request at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202
 - 8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.
 - 8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.
- 8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.
- 8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
- 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Alabama, and is qualified to do business in North Carolina;
- 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

- 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
 - 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
 - 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
- 14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
 - 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
 - 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
 - 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
- 15. COMPLIANCE WITH LAWS:** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 16. DELIVERY TIME:** When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
- 17. QUALITY.** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

- 18. DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.
- 19. INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
- 20. PREPARATION FOR DELIVERY:**
- 20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
- 20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
- 20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.
- 21. ACCEPTANCE OF PRODUCTS/SERVICES:** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
- 22. GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.
- 23. NO LIENS:** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
- 24. MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

- 25. RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
- (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
 - (B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.
- 26. RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
- 27. OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
- 28. TERMINATION.**
- 29.1 TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
- 29.2 TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- 29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - 29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - 29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.
- Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 29.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- 29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 29.4 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 29.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 29.6 NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 29.7 AUTHORITY TO TERMINATE. The City Manager or their designee is authorized to terminate this Contract on behalf of the City.
- 29.8 TRANSITION SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:
- 29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

- 29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
 - 29.8.3 Performing the transition service plan activities;
 - 29.8.4 Answering questions regarding the products and services on an as-needed basis; and
 - 29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
- 29. NO DELAY DAMAGES:** Under no circumstances shall the City be liable to the Company for any damages arising from delay, whether caused by the City or not.
- 30. MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
- 31. RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
- 32. INDEMNIFICATION:** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

This indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision;

negligence; intentional misconduct of anyone other than the Company, its subcontractors, or their affiliates; inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or vandalism.

It is the intent of any insurance provided by Company to protect the Company and any subcontractor performing work under the Contract for

- (1) Product liability Claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by the Company, Company's subcontractors, or their affiliates pursuant to this Contract;
- (2) Claims arising from any act of negligence or wilful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; and
- (3) Claims relating to worker's compensation for any employee or subcontractor of the Company;

This clarifies and supersedes any other section of the Contract concerning indemnification that could be interpreted otherwise.

- 33. INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (A) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (B) Commercial General Liability: Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (C) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured during and until completion of the work under the commercial general liability insurance for operations or services rendered under

this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

Since the playground and the play equipment will be in the care, custody, and control of the end user following installation, it is understood the Company cannot additionally insure the eventual owners of the equipment for any damages that result from:

- 1) lack of maintenance for which the Company or its subcontractors are not contractually obligated to perform, where such lack of maintenance is not as a result of instructions or manuals provided by the Company or its subcontractors ;
- 2) inadequate supervision;
- 3) Negligence (other than negligence of the Company or its subcontractors);
- 4) intentional acts of anyone other than the Company, its subcontractors or their affiliates;
- 5) inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or
- 6) vandalism.

34. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this

clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.
37. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
 - a. Criminal records search,
 - b. Identification verification; and
 - c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question

as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. DRUG-FREE WORKPLACE. The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

- 38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- 38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	For The City:
Donald R. King	Karen Ewing
PlayCore Wisconsin, Inc. d/b/a Gametime	Procurement Management Division
150 Playcore Drive SE	600 East Fourth Street
Fort Payne, Alabama 35967	Charlotte, NC 28202
Phone: 423.648.5891	Phone: 704.336.2992
Fax: 423.648.5903	Fax: 704.632.8254
E-mail: dking@playcore.com	E-mail: kewing@charlottenc.gov

With Copy To:	With Copy To:
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

- 40. SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.
- 41. FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. could not have been prevented by reasonable precaution;
- B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the

City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42 CONFIDENTIALITY.

- 42.1 DEFINITIONS. As used in this Contract, The term “Confidential Information” shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:
- 42.2 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 42.3 Information of the City or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
- 42.4 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- 42.5 Information contained in the City’s personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 42.6 Citizen or employee social security numbers collected by the City.
- 42.7 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 42.8 Local tax records of the City that contains information about a taxpayer’s income or receipts.
- 42.9 Any attorney / client privileged information disclosed by either party.
- 42.10 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 42.11 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 42.12 Building plans of City-owned buildings or structures, as well as any detailed security plans.
- 42.13 Billing information of customers compiled and maintained in connection with the City providing utility services
- 42.14 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1 through 42.13 above constitute “Highly Restricted Information,” as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract

applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

43. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 43.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- 43.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.
- 43.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 43.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- 43.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- 43.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- 43.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
- 43.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

- 43.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.
- 44. EXCEPTIONS.** The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
- 44.1 Was already known to Company prior to being disclosed by the City;
 - 44.2 Was or becomes publicly known through no wrongful act of Company;
 - 44.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
 - 44.4 Was used or disclosed by Company with the prior written authorization of the City;
 - 44.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
 - 44.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.
- 45. MISCELLANEOUS**
- 45.1 **ENTIRE AGREEMENT.** This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
 - 45.2 **AMENDMENT.** No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
 - 45.3 **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

- 45.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 45.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 45.6 **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 45.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 45.8 **CHANGE IN CONTROL.** In the event of a change in “Control” of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term “Control” shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 45.9 **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 45.10 **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers’ compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

- 45.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 45.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:
- Section 3 “Term”
 - Section 4.3 “Employment Taxes and Employee Benefits”
 - Section 13 “General Warranties”
 - Section 14 “Additional Representations and Warranties”
 - Section 22 “Guarantee”
 - Section 28 “Other Remedies”
 - Section 29 “Termination”
 - Section 33 “Insurance”
 - Section 34 “Indemnification”
 - Section 39 “Notices”
 - Section 42 “Confidentiality”
 - Section 45 “Miscellaneous”
- 45.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 45.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 45.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.
- 45.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City’s execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate.”

Contract No. 2017001134
Vendor No. 121531

45.17 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in *Title 2 C.F. R. § 200 et seq.*

45.18 COUNTERPARTS.

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

Contract No. 2017001134
Vendor No. 121531

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME:

BY: Robert V. Barron

PRINT NAME: ROBERT V. BARRON

TITLE: SENIOR V. P. of SALES

DATE: 05-03-2017

CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:

BY: Landy Harrington

PRINT NAME: Landy Harrington

TITLE: CFO

DATE: 5/15/17

CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:

BY: Christee Gibson

PRINT NAME: Christee Gibson

TITLE: Ins Mgr

DATE: 5/11/17

Contract No. 2017001134
Vendor No. 121531

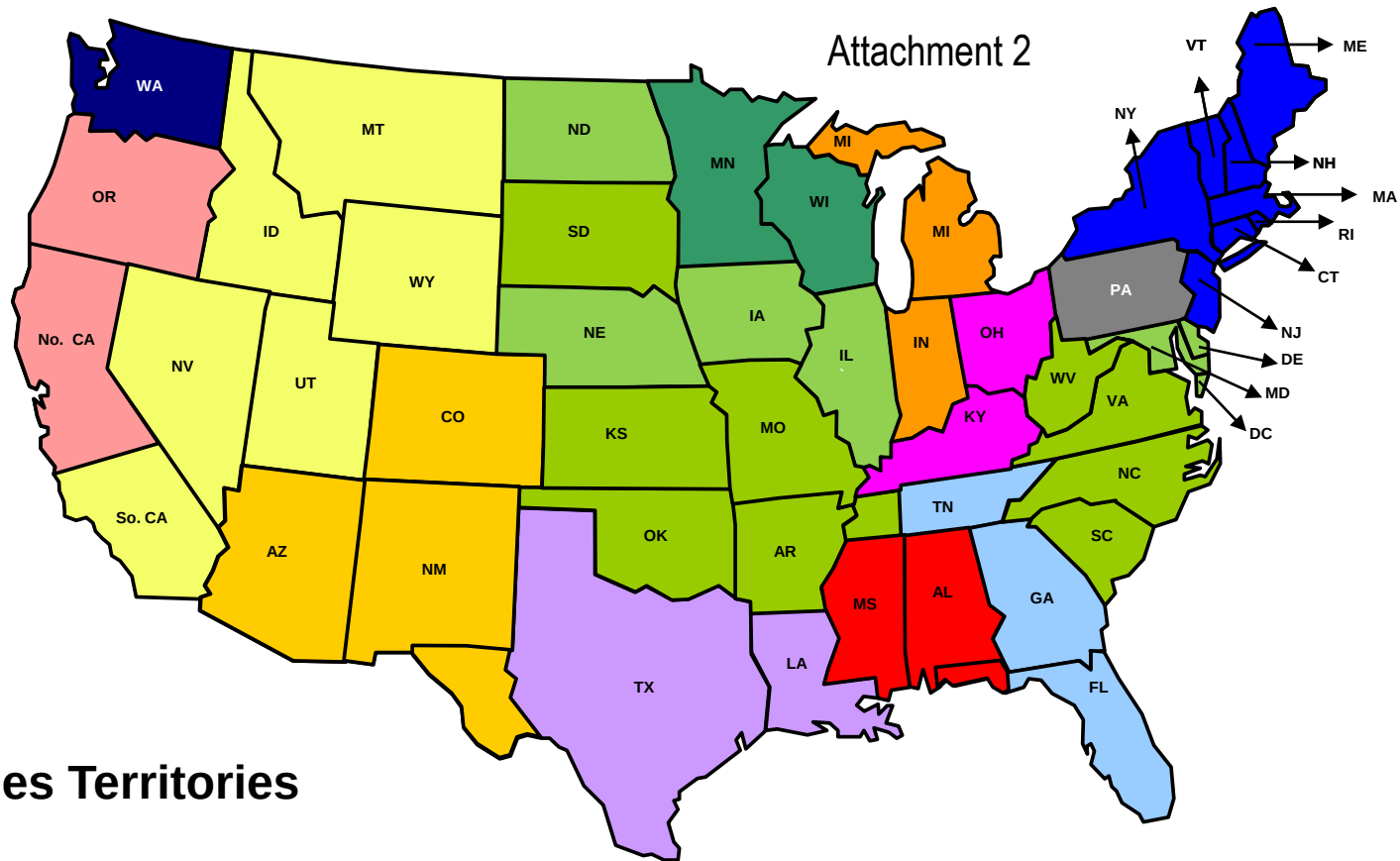
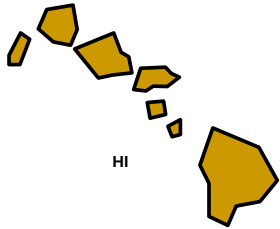
EXHIBIT C
NATIONAL NETWORK OF DISTRIBUTORS AND INSTALLERS

The following National Network of Distributors and Installers is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.



A PLAYCORE Company

150 PlayCore Drive SE
Ft Payne, AL 35967
(800) 633-2394



Attachment 2

GameTime Sales Territories

 PA	Bitting Recreation, Inc. PO Box 6445 Harrisburg, PA 17112-0445 Tel: (800) 248-8464 Fax: (717) 652-5826 Website: www.bittingrec.com	 AR KS MO NC OK SC VA WV	Cunningham Recreation PO Box 240981 Charlotte, NC 28224 Tel: (800) 438-2780 Fax: (704) 525-7356 Website: www.cunninghamrec.com	 IA NE ND SD	Cunningham Recreation PO Box 240981 Charlotte, NC 28224 Tel: (800) 438-2780 Fax: (704) 525-7356 Website: www.cunninghamrec.com	 IL	Cunningham Recreation 2135 City Gate Lane, Suite 300 Naperville, IL 60563 Tel: (800) 942-1062 Fax: (630) 554-3750 Website: www.cunninghamrec.com	 DE MD DC	Cunningham Recreation PO Box 487 Queenstown, MD 21658 Tel: (800) 233-0529 Fax: (410) 827-8855 Website: www.westrecreation.com
 FL GA TN	Dominica Recreation Products, Inc. PO Box 520700 Longwood, FL 32752-0700 Tel: (800) 432-0162 Fax: (407) 331-4720 Website: www.drpin.com	 CA ID MT NV UT WY	Great Western Recreation PO Box 97 Wellsville, UT 84339 Tel: (800) 453-2735 Fax: (435) 245-5057 Website: www.gwpark.com	 MA ME NJ NY CT RI VT NH	Maturano Recreation Co. PO Box 106 Spring Lake, NJ 07762 Tel: (800) 922-0070 Fax: (732) 974-0226	 No. CA OR	MRC-Pacific 1030-B Railroad Avenue Novato, CA 94947 Tel: (415) 899-9996 Fax: (415) 899-9050 Website: www.gametimenorcal.com	 MN WI	Minnesota/Wisconsin Playground, Inc. PO Box 27328 Golden Valley, MN 55427 Tel: (800) 622-5425 Fax: (763) 546-5050 Website: www.mnwiplay.com
 MI IN	Sinclair Recreation 128 E. Lakewood Blvd Suite 40 Holland, MI 49424 Tel: (800) 444-4954 Fax: (616) 392-8634 Website: www.sinclair-rec.com	 AK WA	SiteLines Park & Playground Products 626 128 th Street, S.W. Suite 104-A Everett, WA 98204 Tel: (800) 541-0869 Fax: (425) 347-3056 Website: www.sitelines.com	 LA TX	Total Recreation Products 12022 C. Knigge C Rd, Suite C Cypress, TX 77429 Tel: (800) 392-9909 Fax: (832) 237-3895	 AZ CO NM TX	Triple M Recreation 4638 East Shea Blvd. Suite B-170 Phoenix, AZ 85028 Tel: (480) 315-9103 Fax: (480) 315-9991 Website: www.triplemrec.com	 AL FL MS	J.A. Dawson & Co., Inc. PO Box 1178 Pelham, AL 35124 Tel: (800) 221-8869 Fax: (205) 663-5012
 KY OH	David Williams & Associates, Inc. PO Box 218 1010 Harrison Avenue Harrison, OH 45030 Tel: (800) 762-7936 Fax: (330) 821-4505 Website: www.davidwilliamsassociates.com	 HI	IPR, Inc. 1481 South King Street Suite 226 Honolulu, HI 96814 Tel: (808) 845-7788 Fax: (808) 952-5501 Website: www.innovativeplaygroundsandrecreation.com						

GAMETIME DOMESTIC SALES AGENCY CONTACT INFORMATION

Sales Representative Agency	Address - Website - Territory	Telephone & Fax
Bitting Recreation, Inc.	P. O. Box 6445, Harrisburg, PA 17112	800-248-8464
Randy Bitting	www.bittingrec.com	717-652-5826
	W. PA	
Cunningham Associates	P. O. Box 240981 Charlotte, NC 28224	800-438-2780
Scott Cunningham	www.cunninghamrec.com	704-525-7356
	AR, DE, DC, IA, IL, KS, MD, MO, NE, NC, ND, OK, SC, VA, W. TN, WV	
J. A. Dawson & Co., Inc.	P. O. Box 1178 Pelham, AL 35124	800-221-8869
Craig Struthers	www.jadawsonco.com	205-663-5058
	AL, FL Panhandle, MS	
Dominica Recreation Products, Inc.	P. O. Box 520700 Longwood, FL 32752	800-432-0162
Rob Dominica	www.playdrp.com	407-331-4720
	FL (ex: Panhandle), GA, East/Central TN	
Great Western Recreation, LLC	P. O. Box 97 Wellsville, UT 84339	800-453-2735
Tyler Kyriopoulos	www.gwpark.com	435-245-5057
Lewis Painter	ID, MT, NV, UT, WY, S. CA	
IPR	1481 S. King St., S-226, Honolulu, HI 96814	808-845-7788
Gideon Naiditch	www.ipr-hawaii.com	808-952-5501
Ian Ross	HI	
Marturano Recreation Co., Inc.	P. O. Box 106 Spring Lake, NJ 07762	800-992-0070
Jim Marturano	www.mrcrec.com	732-974-0226
Brian Gates	MA, ME, NJ, NY, CT, RI, VT, E. PA, NH, N. CA, OR	
Minnesota Wisconsin Playgrnd, Inc	P. O. Box 27328 Golden Valley, MN 55427	800-622-5425
Harlan Lehman	www.mnwiplay.com	763-546-5050
Ron Lehman	MN, WI	
Sinclair Recreation, LLC	P. O. Box 1409 Holland, MI 49422	800-444-4954
Diane Sinclair	www.sinclair-rec.com	616-392-8634
Rich Sinclair	IN, MI	
Sitelines Park & Playground	626 128th St., SW, S-104A, Everett, WA 98204	800-541-0869
Gary Max	www.sitelines.com	425-750-7493
	AK, WA	
Total Recreation Products	17802 Grant Road, Cypress, TX 77429	800-392-9909
Bryan O'Conner	www.totalrecreation.net	281-351-2493
Kelly O'Conner	LA, TX	
Triple M Recreation, Inc.	8700 E. Vista Bonita Dr., S-188, Scottsdale, AZ 85255	480-315-9103
Gene Everts	www.triplemrec.com	480-315-1311
Patti Everts	AZ, CO, NM, W. TX	
David Williams & Associates	P. O. Box 208, Harrison, OH 45030	800-762-7936
Bob Greiwe	www.davidwilliamsassociates.com	330-821-4505
David Williams	OH, KY	

b**Bitting - Bramble Landscapes, LLC. -
Bramble, Mark**

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 Sarver, Pa. 16055
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Bitting - Playground Pros (Hartzell, Lowell)

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 Newmanstown, PA 17073
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**Cunningham - Carlson Consulting and
Contracting**

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**Cunningham - Cedar Creek Run
Construction - Stanley, Bill**

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Cunningham - Custom Park Services

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 Mobile: (410) 365-0502
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 E-mail: cpsmike@comcast.net

Cunningham - Custom Playgrounds

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 Machesney Park, IL 61115
 Bus: (815) 708-8540
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Company**

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Cunningham - G.L. Stone and Son, Inc. - Gilkerson, Leondis

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Cunningham - Howard's General Contracting

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Cunningham - Jones & Sons Contracting

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Cunningham - Massanelli Construction, Inc.

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Cunningham - Moore Recreational Products, Inc.

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Mobile: (405) 820-8304
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E-mail: jmullen@pssokc.net

Cunningham - Reese Construction Company

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Cunningham - RJR Enterprises, Inc.

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Cunningham - Robert Kremers Construction

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Cunningham -Hyde Construction (Hyde, John)

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d**Dawson, J. A.**

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Dominica - John Fitzgerald, Inc.

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412 Mattie St.
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Dominica Recreation Products - Pelican Playground Maintenance LLC (De Armond, William)

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g**Great West Park and Play - C S Construction (Amick, Chris)**

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Great West Park and Play - California Landscape & Design, Inc. (Kammerer, Steve)

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g

Great West Park and Play - Childs Play

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Irvine, CA 92614
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Mobile: (714) 709-1782
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Great West Park and Play - Cicero Engineering, Inc.

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Mobile: (562) 762-5147 Frank Cicero
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E-mail: fcicero@ciceroengineering.com

Great West Park and Play - Coastal Park and Recreation - Lapp, Doug

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Great West Park and Play - Distinctive Exteriors, Inc. - Aikens, Phil

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Great West Park and Play - Evans Recreation Installation, Inc.

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Las Vegas, Nevada 89116
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Mobile: (702) 271-8170
Bus Fax: (702) 926-9685
E-mail: doug.e@evansrecreation.com

Great West Park and Play - Evergreen Environment, Inc. (Sandoval, Juan)

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Home: 2018
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Bus Fax: (951) 332-2219
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Great West Park and Play - Fullmer Brothers Landscape Maintenance, Inc. (Newbold, Craig)

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Great West Park and Play - Garden Shop Nursery Landscaping

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Great West Park and Play - K.C. Equipment

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El Cajon, CA 92020
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Home: 2013
Bus Fax: (619) 443-9729
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Great West Park and Play - Linnert Builders

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Mobile: (714) 606-4951
Bus Fax: (714) 974-4393
E-mail: blinnert@socal.rr.com

g**Great West Park and Play - Malibu Pacific Tennis Courts, Inc.**

31133 Via Colinas, Suite 107
Westlake Village, CA 91362
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Home: 2013
Mobile: (818) 991-7445
Bus Fax: (818) 706-1951
E-mail: phil@malibupacific.com

Great West Park and Play - Play Foundations, Inc. (Cox, jack)

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Bus: 17602958645
Home: 2018
Mobile: 17604209689
Bus Fax: 17602958651

Great West Park and Play - PSI

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Thousand Oaks, CA 91360
Bus: (805) 494-3401
Home: 2018
Mobile: (818) 618-2333
Bus Fax: (805) 494-3343
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Great West Park and Play - Quality Time Recreation

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Great West Park and Play - Rasco Construction, Inc.

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Home: 2018
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Great West Park and Play - Recreation Installation

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m

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Marturano - Buzz Burger Incorporated

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Marturano - California Playground Builders

1490 Norman Ave.
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4492 Route 130
Burlington, NJ 08016
Bus: (609) 387-4050
Home: 2017
Mobile: (609) 517-7613
E-mail: harrisfence@yahoo.com

Marturano - Horizon Concepts, Inc.

53 West Hills Road
Huntington Station, N.Y. 11746
Bus: (631) 271-1963
Home: 2016
Mobile: (516) 864-1522
Bus Fax: (631) 271-1975
E-mail: jhines@horizonconceptsinc.net

Marturano - Kamback Bros. LLC (Kamback, Greg)

54 E. Lagoona Drive
Brick, NJ 08723
Bus: (732) 558-3868
Home: 2017
Mobile: (732) 558-3868
Bus Fax: (732) 477-0046
E-mail: gregKamback@comcast.net

m

Marturano - Kel-Tech Construction, Inc. - Kelleher, Vincent

12-11 Redfern Ave.
Queens, N.Y. 11691
Bus: (718) 383-3353
Home: 2017
Mobile: (917) 682-3988
Bus Fax: (718) 337-3360
E-mail: vk@keltechconstruction.com

Marturano - Kidzzplay Installation Services

126 Covered Bridge Road
Warwick, N.Y. 10990
Bus: (800) 851-7748
Home: 2016
Mobile: (845) 742-1745
E-mail: cs@kidzzplay.com

Marturano - Lobo Construction Services, Inc.

250 Orchard Road
East Patchoeve, NY 11772
Bus: (631) 286-6184
Home: 2018
Mobile: (516) 807-8462
Bus Fax: (631) 286-6194
E-mail: loboservices@yahoo.com

Marturano - M & M Site Improvement, Inc. (Mcperson, Robert)

53 Gladstone Road
New Rochelle, NY 10805
Bus: (917) 679-1012
Home: 2018
Bus Fax: (914) 813-8639
E-mail: rem129@aol.com

Marturano - Marrs Playground Installation, Co.

16860 Paula Road
Madem, Ca. 93636

P.O. Box 318
Friant, Ca. 93626
Bus: (559) 479-8490
Home: 2017
Mobile: (559) 930-1700
Bus Fax: (559) 479-8490
E-mail: quincymarrs@comcast.net

Marturano - Pat Corsetti, Inc.

610 Fenimore Road
Mamaroneck, NY 10543
Bus: (914) 698-5024
Home: 2017
Mobile: (914) 403-4346
Bus Fax: (914) 698-6746
E-mail: acorsetti@prodigy.net

Marturano - Performance Flooring Systems (Melville, Garth)

289 Milton Road
Rye, NY 10580
Bus: (917) 930-1521
Home: 2018
Mobile: (917) 930-1521
E-mail: garth@sportcourtventures.com

Marturano - Picerno-Giordano Construction, LLC (Richard Picerno)

200 Market Street
Kenilworth, NJ 07033
Bus: (908) 241-4331
Home: 2017
Mobile: (908) 296-0505
Bus Fax: (908) 241-7854
E-mail: Rich@picernogiordano.com

Marturano - Playgrounds Unlimited, Inc

980 Memorex Drive
Santa Clara, CA 95050
Bus: (408) 244-9848
Home: 2016
Mobile: (408) 639-4565
Bus Fax: (408) 330-9256
E-mail: mikea@playgroundsunlimited.net

Marturano - Rubberecycle, LLC. - Gates, Brian

P.O. Box 106
Springlake, N.J. 07762
Bus: (800) 922-0070
Home: 2014
Mobile: (732) 433-6121
Bus Fax: (732) 947-0226
E-mail: bgates@mrcrc.com

Marturano - Scott Construction of Rochester, Inc.

23 Wells Street
Rochester, NY 14611
Bus: (585) 370-6331
Home: 2018
Mobile: (585) 370-6331
Bus Fax: (585) 325-2893
E-mail: mscott1299@hotmail.com

m

Marturano - Shawn T. Gardner Builders

2882 Robert Court
 Redding, CA 96002
 Bus: (530) 222-2771
 Home: 2015
 Mobile: (530) 945-2041
 Bus Fax: (530) 222-3269
 E-mail: gardner7878@sbcglobal.net

Marturano - Silagy Contracting, LLC.

614 Old Post Road
 Edison, NJ 08817
 P.O. Box 1096
 Edison, N.J. 08817
 Bus: (732) 287-5544
 Home: 2018
 Mobile: (732) 921-0780
 Bus Fax: (732) 287-8978
 E-mail: rsilagy@silagycontracting.com

Marturano - TAJ Assoc

335 Clifton Ave,
 Staten Island, NY 10305
 Bus: (718) 415-4555
 Home: 2018
 Mobile: (917) 577-8274
 Bus Fax: (718) 442-2567
 E-mail: tajassociatesusa@gmail.com

Marturano - Tec-Con Contractors, Inc.

9 Dodd Street
 East Orange, NJ 07017
 Bus: (973) 674-9191
 Home: 2011
 Bus Fax: (973) 674-2834
 E-mail: Tec_Con@comcast.net

Marturano - Titan Development, Inc.

8534 Seaman Rd
 Gasport, NY 14067
 Home: 2018
 Mobile: (716) 913-5957
 E-mail: bjvbwood@yahoo.com

Marturano - Whirl Construction

187 Main Street,
 P.O. Box 110
 Port Monmouth, NJ 07758
 Bus: (732) 495-3715
 Home: 2017
 Mobile: (732) 496-5706
 Bus Fax: (732) 495-6133
 E-mail: info@whirlconstruction.net

Marturano - Who Built Creative Builders

80 Alta Dr.
 Petaluma, CA 94954

P.O. Box 5207
 Petaluma, CA 94955
 Bus: (707) 763-6210
 Home: 2017
 Mobile: (707) 696-7734
 Bus Fax: (707) 658-2513
 E-mail: jana@whobuilt.biz

Minnesota&Wisc. - C.K.&C. Installation, Inc.

12735 - 274th Circle
 Zimmerman, MN 55398
 Bus: (763) 856-5293
 Home: 2018
 Mobile: (763) 244-0188
 Bus Fax: (763) 856-0536
 E-mail: tucker@izoom.net

Minnesota&Wisc. - Southern Coating Systems

8960 205 St. West #432
 Lakeville, MN 55044
 Bus: (952) 469-3439
 Bus Fax: (952) 469-3430
 E-mail: scssafetup@frontiernet.net

S

Sinclair Recreation - G & C Contracting, LLC. - Krohn, Geoff

16801 S. Mill Creek Rd.
 Noblesville, In. 46062
 Bus: (317) 694-4373
 Home: 2016
 Mobile: (317) 694-4373
 Bus Fax: (317) 770-7482
 E-mail: gandccontract@comcast.net

Sinclair Recreation - Michigan Recreational Construction, Inc. Sheffer, Craig A.

P.O. Box 2127
 Brighton, MI 48116

1019Victory Drive
 Howell, Mi. 48843
 Bus: (517) 545-7122
 Home: 2016
 Mobile: (313) 806-8406
 Bus Fax: (517) 545-7144
 E-mail: craig@buildingfun.com

S**Sinclair Recreation - Play Builders LLC**

128 E. Lakewood Blvd
Suite 40 B
Holland, MI 49424
Bus: (616) 218-1053
Home: 2011
Mobile: (616) 218-1053
Bus Fax: (616) 994-0345
E-mail: rich@sinclair-rec.com

Sinclair Recreation - Pro Installation Plus, Inc.

60-B W.Terra Cotta Avenue #185
Crystal Lake, IL 60014
Bus: (815) 479-7220
Home: 2017
Bus Fax: (815) 479-7221
E-mail: playinstal@aol.com

Sinclair Recreation - Rent A Son

2294 S. Hickory Ridge Road
Milford, Mi. 48380-1920
Bus: (989) 233-3210
Home: 2018
Mobile: (989) 233-3210
E-mail: wuerf3@aol.com

Sitelines - Cascade Mini Excavating, Inc.

1266 Bay Loop S.W.
Tumwater, Wa. 98512
Bus: (360) 556-3552
Home: 2018
Mobile: (360) 556-3544
E-mail: install@cmeplay.net

Sitelines - G.R. Morgan Construction

10536 S.W. 25th Avenue
Portland, OR 97219
Bus: (503) 452-4268
Home: 2018
Mobile: (503) 803-4802
Bus Fax: (503) 245-4872
E-mail: geo_morgan@msn.com

Sitelines - L.W. Sundstrom, Inc.

P.O. Box 893
Ravensdale, Wa. 98051
Bus: (206) 730-8901
Home: 2017
Mobile: (206) 730-8901
Bus Fax: (425) 413-2533
E-mail: len@lwsundstrom.com

Sitelines - Picture Perfect Playgrounds Stoddard, Curtis

P.O. box 807
Ashton, ID 83420
Bus: (208) 652-3284
Home: 2016
Mobile: (208) 521-0161
Bus Fax: (208) 652-3285
E-mail: bookkeeper@pictureperfectplaygrounds.com

Sitelines - Precision Recreation Contractors, Inc.

6821 S.E. Johnson Creek BLVD.
Portland, OR 97206
Bus: (503) 788-4002
Home: 2018
Mobile: (503) 572-8248
Bus Fax: (503) 788-4003
E-mail: ed@precisionrecreation.com

Sitelines - Proexc, LLC (Kyllonen, James)

P.O. box 2803
Battleground, WA 98604
Bus: (360) 666-9276
Home: 2018
E-mail: office@proexcllc.com

Sitelines - Prosser & Sons

North 5544 Drumheller
Spokane, WA 99205-7509
Bus: (509) 326-4907
Home: 2015
Mobile: (509) 993-2840
Bus Fax: (509) 326-4907
E-mail: gmprosser@juno.com

Sitelines - R & R Construction, Inc.

P.O. Box 10
Carbonado, WA 98323
Bus: (360) 829-2300
Home: 2018
Mobile: (253) 350-7449
Bus Fax: (360) 829-2700
E-mail: wendy@rrconinc.com

t**Total Recreation - Barcon Construction**

143 EL Cerrito Circle
San Antonio, TX 78232
Bus: (210) 867-2278
Home: 2019
Mobile: (210) 867-2278
Bus Fax: (210) 867-9500
E-mail: bpassini_barcon@yahoo.com

t

Total Recreation - Cross Country

3804 Simmons Creek Lane
 Flower Mound, Tx. 75022-5495
 Bus: (972) 355-8580
 Home: 2018
 Mobile: (972) 768-1713
 Bus Fax: (972) 355-2902
 E-mail: cross.country.corp@gmail.com

Total Recreation - Crosswinds Contracting, Inc. (Les Shannon)

905 Sandy Beach Drive
 Conroe, TX 77304
 Bus: (936) 522-8522
 Home: 2018
 Mobile: (936) 522-8522
 E-mail: lesshannon@mac.com

Total Recreation - DecorCrete, Inc. - Schaeffer, Charles

154 Oak Lane
 Chatham, La. 71226
 Bus: (318) 249-2016
 Home: 2018
 Mobile: (832) 202-9838
 E-mail: charlie@decorcrete.com

Total Recreation - Indian Nations Ent - Liles, Mike Garvin / Jeff

10252 Mustang Run
 Forney, Tx. 75126
 Bus: (214) 704-2115
 Home: 2017
 Mobile: (214) 704-2115
 Bus Fax: (972) 564-5755
 E-mail: jliles@gmail.com

Total Recreation - Majestic Playground Services, LLC. Givens, Maury Scot

30274 White Egret Street
 Denham Springs, La. 70726
 Bus: (225) 667-3062
 Home: 2017
 Mobile: (225) 937-0791
 Bus Fax: (225) 667-3035
 E-mail: scotgivens@cox.net

Total Recreation - Paradigm Contracting, LLC. - Bergold, Helen

10719 Twilight Vista
 Austin, Tx. 78736
 Bus: (512) 300-3636
 Home: 2017
 Mobile: (512) 300-3636
 Bus Fax: (512) 692-2947
 E-mail: helen@paradigmcontract.com

Total Recreation - Pro Playground Installations, Inc - Schrock, Don

4 Wedgewood Blvd
 Conroe, Tx. 77304
 Bus: (936) 443-7235
 Home: 2018
 Mobile: (936) 443-7235
 Bus Fax: (936) 441-3341
 E-mail: don@schrockenterprise.com

Total Recreation - RGH Landscape, Inc.

P.O. Box 51376
 Amarillo, TX 79159
 Bus: (806) 358-4222
 Home: 2016
 Mobile: (806) 674-2810
 Bus Fax: (806) 358-4222
 E-mail: rghall1@suddenlink.net

Total Recreation - Simmons Builders General Contractor, Inc.

3804 Simmons Creek Lane
 Flower Mound, TX 75022-5495
 Bus: (972) 355-8580
 Home: 2018
 Mobile: (972) 768-1719
 Bus Fax: (972) 355-2902
 E-mail: simmons.buildersgc@gmail.com
 E-mail 2: simmonsbuilders@comcast.net

Total Recreation - Wade Contractors, Inc.

23024 Yupon
 Porter, TX 77365
 Bus: (281) 354-1934
 Home: 2018
 Mobile: (281) 435-8004
 Bus Fax: (501) 204-4034
 E-mail: Wade Contractors, Inc.

Triple M Recreation - Four Rivers, LLC. - Leck, Kris

615 E. Walnut Street
 Deming, NM. 88030
 Bus: (575) 494-5788
 Home: 2018
 Mobile: (575) 494-5788
 E-mail: kris@lecklandscape.com

t**Triple M Recreation - Hansen & Prezzano Builders LLC**

PO Box 359
 Peralta, NM 87042
 Bus: (505) 865-3900
 Home: 2018
 Mobile: (505) 228-1130
 Bus Fax: (505) 865-3922
 E-mail: hansenprezzano@qwestoffice.net

Triple M Recreation - Premier Construction Corporation

899 W. Daniel RD
 San Tan Valley, AZ 85143
 Bus: (520) 429-5245
 Home: 2018
 Mobile: (520) 429-5245
 Bus Fax: (520) 529-1301
 E-mail: alex@premiercorp.us

Triple M Recreation - Progressive Playgrounds, Inc.

12784 N. 3rd St.
 Paskes, CO 80134
 Bus: (303) 805-8992
 Home: 2014
 Mobile: (303) 324-7900
 Bus Fax: (303) 805-8991
 E-mail: mkhickman@msn.com

Triple M Recreation - Triclops Services, LLC

720 Austin Ave. #200
 Erie, Co. 80516
 Bus: (720) 323-8845
 Home: 2017
 Mobile: (720) 323-8845
 Bus Fax: (303) 833-4460
 E-mail: blake@irwin-companies.com

W**WI Playground - Captured Live**

12 Narhaniel Chrichlow Drive
 Valsayn
 Trinida
 Bus: (868) 689-9896
 Home: 2018
 Mobile: (868) 689-9896
 E-mail: capturedlivett@gmail.com

Williams, David - C & W Construction

15743 Terramont NE
 Minerva, Oh. 44657
 Bus: (330) 495-8590
 Home: 2017
 Mobile: (330) 495-8590
 Bus Fax: (330) 821-4505
 E-mail: charlie@cpsionline.com

Williams, David - Playground Equipment Services, LLC

8510 Coyhill Lane
 Cincinnati, Ohio 45239
 Bus: (513) 923-2333
 Home: 2017
 Mobile: (513) 236-6906
 Bus Fax: (513) 923-2444
 E-mail: eric@playgroundequipmentservices.com

Williams, David - Walter Schunk Excavating & Trucking, Inc.

P.O. Box 56
 Miamitown, OH 45041
 Bus: (513) 353-4760
 Home: 2017
 Mobile: (513) 659-9702
 Bus Fax: (513) 738-0684
 E-mail: toddschunk@yahoo.com

Contract No. 2017001134
Vendor No. 121531

EXHIBIT D
FREIGHT RATE SCHEDULES

The following Freight Rate Schedules are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

25 - Freight Rates

Hugh McRae Park,
Wilmington, NC



Contract No. 2017001134
Vendor No. 121531

EXHIBIT E
PRODUCT WARRANTIES

The following Product Warranties are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.



GameTime Division
 PlayCore Wisconsin, Inc.
 150 PlayCore Drive, S.E.
 Fort Payne, Alabama 35967
 Telephone: 256/845-5610



REQUEST FOR PROPOSAL 269-2017-028

SECTION 20 WARRANTY DIRECTORY

File No.	Provider
24.00	Warranty Directory
20.01	GameTime Playground Equipment
20.02	GTImpax
20.03	GTShade
20.04	BigToys (and EaryWorks-NatureRocks)
20.05	Colorado Time Systems MultiSport Scoreboards
20.06	Colorado Time Systems Timing Systems
20.07	Dero
20.08	Everlast
20.09	GT Grandstands
20.10	Harmony
20.11	NRS
20.12	Power Systems
20.13	Spectrum Aquatics
20.14	The Fountain People
20.15	UltraPlay
20.16	UltraSite - UltraShade - UltraShelter
20.17	Water Odyssey

Note: some warranties cover multiple product offerings

150 PlayCore Drive, SE
 Fort Payne, Alabama 35967
 Telephone: 256/845-5610
 Facsimile: 256/845-9361
 Email: service@gametime.com



A PLAYCORE Company

GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® uprights.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Lifetime limited warranty on GameTime PowerScape Tru-Loc® connections.
- ✓ Lifetime limited warranty on PrimeTime and Xscape bolt-through connections.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- ✓ Fifteen-Year limited warranty on rotationally molded products.
- ✓ Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- ✓ Five-Year limited warranty on glass fiber reinforced polymers Tuff Forms sculptures.
- ✓ Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- ✓ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ✓ Ten-Year limited warranty on pressure-treated pine and redwood products.
- ✓ Ten-Year limited warranty on Advanced, Elite & stationary Base Series posts & bars.
- ✓ Ten-Year limited warranty on site furnishings.
- ✓ Ten-Year limited warranty on integrated GTShade® products.
- ✓ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✓ Five-Year limited warranty on Super Seats™.
- ✓ Three-Year limited warranty on SaddleMates® rubber and "C"-springs.
- ✓ One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.



FIFTEEN YEAR LIMITED (PERFORMANCE) WARRANTY

Effective June 1, 2008

GameTime warrants the GT Impax Engineered Wood Fiber Surfacing installation to the original purchaser for a period of fifteen (15) years from date of installation. This limited warranty applies only to GT Impax Engineered Wood Fiber Surfacing that has been approved for installation.

Performance:

In the event the Materials do not conform or perform as expected, the Limited Warranty shall be limited to replacement of the defective Materials in question, and shall not include installation or consequential damages or refund. This Limited Warranty does not cover normal wear.

Conditions:

This Limited Warranty is conditional upon the Surfacing being properly installed and maintained by the purchaser in accordance with written instructions provided by GameTime.

What Is Covered?

1. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber surfacing system will meet ASTM F1292-04 at the specified critical height (8 ft. for an 8 in. depth of GT Impax Engineered Wood Fiber, 12 ft. for a 12 in. depth) for a period of fifteen (15) years from the date of installation, subject to the conditions and exclusions shown below.
2. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber Surfacing will be free from defects upon delivery, subject to the conditions and exclusions shown below.

If the GT Impax Engineered Wood Fiber surfacing is defective within the applicable warranty period, GameTime will, subject to the conditions set forth below, replace defective installation components at no charge within a reasonable period of time. Components used for replacement under this warranty are warranted for the remainder of the original warranty period. The replacement of defective components shall constitute the sole and exclusive remedy in the event of a breach of warranty.

**FIFTEEN YEAR
LIMITED (PERFORMANCE) WARRANTY**

EXCLUSIONS

Incorrect installation, including insufficient drainage, failure to install all material delivered, failure to maintain the surface depth thereof, failure to use GT Impax wear mats in high use areas (swings, slides etc.), abnormal use, lack of or improper maintenance, acts of vandalism shall void this limited warranty and GT Impax shall have no responsibility with respect to damage resulting there from. In addition, changed impact attenuation characteristics created by sand or other materials tracked into the System are not covered by this Warranty as is acts of God, or any other cause beyond the control of GameTime will not be covered by this limited warranty.

**NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY
REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.**

THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. GAMETIME SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitations of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:



WARRANTY

GT Impax Loose Shredded Rubber Surfacing is manufactured from recycled automobile and truck tires and is guaranteed to meet or exceed the ASTM Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment Playground Surfacing Guidelines used by U.S. Consumer Products Safety Commission.

GameTime warrants GT Impax Loose Shredded Rubber Surfacing against total color loss for eight years from the purchase date and in turn warrants the impact attenuation performance of this product for the lifetime of ownership (not to exceed fifty years), subject to the conditions and exclusions listed below.

All product warranties are conditioned upon GT Impax Loose Shredded Rubber Surfacing being properly installed and maintained by the end-user in accordance with the installation and maintenance guidelines available from GameTime.

GameTime's entire liability and the purchaser's sole remedy, in the unlikely event that GT Impax Loose Shredded Rubber Surfacing does not conform to this guarantee, shall be limited to the replacement of defective material and shall not include the removal costs or installation costs or consequential damages or refund.

No other guarantee or warranty is expressed, written or implied except stated herein. Vandalism, physical loss or any abnormal use shall void this warranty, and GameTime shall have no responsibility with respect to damage resulting therefrom. Additionally, this warranty shall be void if foreign materials that affect impact attenuation are deposited onto or into these products. Under no conditions shall GameTime be liable for any damages whatsoever arising from the use of or inability to use the aforementioned products, even if GameTime has been advised of the possibility of such loss.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of Installation:

Representative:



10 YEAR LIMITED WARRANTY

Playcore Inc. (the “Seller”) warrants that the GT Impax Interlocking Tile safety surfacing system will be free from defects in material and workmanship. The Seller further warrants that the GT Impax Interlocking Tile safety surfacing system complies with the requirements of the ASTM F1292 Standard specification for impact attenuation of surface system under playground equipment.

The Warranty Covers

- Surface wear due to ordinary abrasion from pedestrian traffic will not penetrate the wear course of the surface.
- The locking system, installing the tile according to manufacture’s specifications, will ensure that the surface will remain secure and functional.
- The product will comply with the requirements of ASTM F1292-04 at the height the manufacture rated the GT Impax Interlocking tile system at the time of purchase.

Duration of Warranty

- This is a 10 year limited warranty, prorated as outlined in the schedule shown below. This warranty maybe transferred with the property.

Terms of Warranty

- Any segment of a GT Impax Interlocking Tile surface that meets the criteria will be repaired or replaced, at the Seller’s option and in conjunction with the warranty coverage schedule below.

Warranty Submittal Process

- A warranty claim should be made directly to the Seller. All claim submittals will require the following information. Please provide a description of the claim defect and the date the defect was discovered, a photographic image if image (if applicable) of the claim defect, the date of the original installation, the project name and your name, address and phone numbers. The Seller will provide notification of any additional information and physical evidence that may be required to process your claim.

Warranty Coverage Schedule

- The Seller shall be responsible for the 100% of the cost of the repair or replacement of any product found to be defective or not in compliance with the warranty herein within the first six (6) years following the original shipment of the product. Where any product is found to be defective or not in compliance with the warranty herein more than six (6) years following the original shipment of the product, the Seller shall only be responsible for a portion of the cost of the repair or replacement of such products as follows (and the buyer shall bear and pay the remaining portion of such cost):

Number of years from date of original shipment to date of claim	Percentage of purchase price of product for which Seller is responsible
0-6.....	100%
More than 6, less than 7.....	60%
More than 7, less than 8.....	40%
More than 8, less than 9.....	30%
More than 9, less than 10.....	20%

Warranty Exclusions

This warranty dose not cover:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper installation or maintenance and the like (see installation, care and maintenance instructions)
- Color change caused by exposure to UV and/or normal abrasion from pedestrian traffic
- Failure due to improper sub-surface preparation
- Resilient flooring may suffer visible damage as a result of extreme high forces (up to2000 pound per square inch).

Common contributors of this type of force include but are not limited to stiletto or high heels, as well as narrow tipped chair supports. GT Impax Interlocking Tile resilient surfacing is not designed to perform under such concentrated high pressure.

Playcore will not accept claims for damage caused by extreme high force.

Additional Consideration

The Seller's liability is limited to the material and transportation cost of the repair or replacement of the product at the Seller's option. The Seller shall be responsible for the installation cost and the cost of other work in connection with the repair and replacement only if such work was performed by Seller in the original installation. Where GT Impax Interlocking Tile are installed only in high traffic areas or installed in combination with other surfacing products not sold by the Seller, such GT Impax Interlocking Tiles are excluded from this warranty.

- In the event of repair, replacement, or refinishing under this warranty, the warranty applicable to the replacement material or to the repaired or refinished product will extend only for the time remaining under the original warranty.
- The Seller reserves the right to discontinue or change any design or color of any product at any time and without notice or liability. If, for any reason, products of the type originally purchased are no longer available at the time a warranty claim is made, Seller may substitute another product determined by Seller to be of comparable quality and price.
- THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARITCULAR PURPOSE.
- Your exclusive remedy for any breach of warranty is as set forth in the warranty. This warranty gives you specific legal rights. You may have other rights which vary from state to state.



POURED IN PLACE (PIP) WARRANTY

Playground Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of five (5) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of three (3) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment Only: If aliphatic binder is not used, poured rubber surfacing (PIP) will carry a maximum one-year (1) warranty.

This limited warranty includes GameTime's obligation to only repair and/or replace any defective materials or workmanship in the surface area or surface areas that have failed during the warranty period. A failed area or failed areas include edge raveling, bubbling, delamination, peeling, and loss of integrity as a result of the GT Impax recycled poured rubber degradation. GameTime is under no obligation or responsibility to repair and/or replace the GT Impax recycled poured rubber "PIP" surface if damaged during the curing process (Unless specified in contract), damage by vandalism (including stains, cuts, burns, gouges, etc.), product misuse, abuse or alteration, improper slab or base or sub-base design or construction, improper drainage, improper or lack of specified required maintenance, any foreign residue that may be deposited on the surface, normal wear and tear (including slight color variations, and color fading), damage from sharp objects (high heels, spikes, etc.), problems caused by moisture, alkali, hydrostatic pressure, cracking, shifting, or lifting of the substrate, or acts of God.

All warranty claims shall be made in writing to GameTime within thirty (30) days after the Owner has knowledge thereof, but in no event later than thirty (30) days after expiration of the warranty period. The written notification from the Owner shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with GameTime at the installation site (if applicable). GameTime shall not be responsible for warranty claims for any notices received from the Owner after thirty (30) days of Owner's first knowledge of the failure.



Warranty

GameTime shall determine the validity of all claims after sufficient evidence has been gathered. GameTime shall then replace, repair or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Owner on a warranty claim is exercisable only if said allowance is used to accommodate replacement with a GT Impax recycled poured rubber surface.

Any dispute as to whether and to what extent there is a GT Impax recycled poured rubber surfacing failure and a subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between GameTime and owner in order to achieve a mutually agreeable solution. If such a solution cannot be reached within thirty (30) days, then either the Owner of GameTime shall submit the matter to an arbitrator who is a member of the American Arbitration Association and who shall make a determination in accordance with the rules and regulation of said American Arbitration Association. The decision of said arbitrator shall be binding on both parties.

This limited warranty is exclusive of the underlying material (e.g. existing surface, existing or new asphalt, concrete, base, sub-base or sub-grade). If the underlying material fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), then GameTime warranty shall be rendered invalid. If the underlying material is concrete, a "curing agent" is NOT allowed, as it will probably cause delamination of the GT Impax recycled poured rubber. Additionally, there is no warranty against surface cracking along expansion joints and underlying cracks, or separating from an adjacent border, curb or walkway. This limited warranty does not include discoloration as a result of ultraviolet rays, unapproved cleaning materials or vandalism. **WARNING:** Surface temperatures can prove dangerous under warm weather conditions. Shoes and/or socks must be worn during warm weather conditions.

Owner agrees that it will not, under any circumstances, make alterations to the GT Impax recycled poured rubber surface without the written authorization of GameTime. Any unauthorized alteration by the Owner shall result in the immediate termination of all warranties for the GT Impax recycled poured rubber surfacing and shall also give rise to the duty of the Owner to hold harmless, defend and indemnify GameTime from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Owner. Owner acknowledges that the limited warranty will be voided if the Owner fails to follow the GameTime Maintenance Guidelines provided by GameTime. Owner agrees that in no event shall GameTime have any liability to Owner for loss of use or loss of profits or any form of consequential damages. **NOTE:** The following chemicals can cause potential damage to the GT Impax recycled poured rubber and should be avoided: disinfectants, concentrated bleach, gasoline, diesel, hydraulic and lubricating oils, weak acids and organic solvents.

If the contract price is not paid in a timely manner as per the terms and conditions of the agreed contract, the limited warranty is automatically voided. Any damages to the surface during the curing period will be repaired or paid for at the Owner's expense. This limited warranty does not lessen or eliminate any other contractual obligation of Owner to GameTime.

Warrantor: GameTime
P. O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:

Date

Turf Product Specification

PART 1 – GENERAL

Work Details:

Provide all labor, materials, equipment, and tools necessary for the complete installation of synthetic grass safety surface. The system shall consist of, but not necessarily be limited to, the following:

Synthetic Grass: consisting of fibers that are nominal 1 3/4 inch long. Turf fiber construction consisting of polyethylene monofilament and texturized polypropylene thatch tufted to a 2-layer stabilized woven polypropylene fabric (primary backing), with a secondary backing (stitch binder) of urethane or DuraFlo. (GT Impax Turf™ synthetic turf or equivalent).

Pad Underlayment System A: consisting of porous closed cell composite materials. Thickness and density of panels shall be sufficient so that system meets the fall height requirements. GT Impax Turf™ Pad or equivalent.

Pad Underlayment System B: consisting of 50% recycled tire buffings / 50% recycled 1/4" – 1/2" (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: consisting of anti-microbial acrylic coated round silica particles, designed to provide the look, feel, and performance of optimally maintained natural grass. GT Impax Turf™ Infill or equivalent.

Quality Assurance and Compliance Details:

Impact Attenuation – ASTM F1292-04: Impact attenuation test results will be provided to the owner or owner's representative. These test results shall be certified and submitted on the letterhead of an independent testing lab. Impact attenuation test results shall meet or exceed Consumer Product Safety Commission Guidelines for impact attenuation (G-max and Head Injury Criteria (HIC)).

Accessibility of Surface Systems – ASTM F1951-08: All Playground surfacing products must pass testing to ensure wheelchair access under and around playground equipment as required by the American Disabilities Act.

Flammability of Finished Floor cover – ASTM D2859: Product shall meet requirements of ASTM D2859.

IPEMA Certification: Manufacturer must provide proof of certification. "In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer's certification of conformance to ASTM F1292-04. A list of current validated products, their thickness and critical heights may be viewed at www.ipema.org."

PART 1 – GENERAL (Continued)Submittal Details:

General: Submit listed submittals in accordance with Conditions of the Contract and Submittal Procedures Section.

Product Data: Submit manufacturer's product data and installation instructions.

Verification Samples: Submit manufacturer's standard verification samples of 6" x 9" (153 mm x 229 mm) minimum.

Quality Assurance/Control Submittals: Submit the following:
Certificate of qualifications of the playground surfacing installer.

Closeout Submittals: Submit the following:
Warranty documents specified herein.

PART 2 – MATERIAL DATA:

Synthetic Grass: 1 ¾ inch GT Impax Turf™ from Gametime or approved equal

Face Weight:

- GT Impax Turf™ 50 oz/sy
- GT Impax Turf™ Elite 80 oz/sy

Face Yarn Type: Polyethylene

Yarn Size: 4200/9000

Pile Height:

- GT Impax Turf™ 1 ¾ inches
- GT Impax Turf™ Elite 1 ¾ inches

Color: Blend

Construction: Broadloom tufted

Stitch Rate: 8 per 3 inches

Tufting Gauge: 1/4"

Primary Backing: Stabilized woven Polypropylene (double thickness)

Secondary Backing: 20 oz. Urethane or DuraFlo

Total Product Weight:

- GT Impax Turf™ 69.7 oz/sy
- GT Impax Turf™ 99.7oz/sy

Finished Roll Width 15 feet

PART 2 – MATERIAL DATA (Continued):

Pad Underlayment System A: GT Impax Turf™ Pad Standard recycled, non contaminated, Post industrial cross-link, closed cell Polyethylene – polyolefin foam pad from Gametime Pad Underlayment System:

Foam Type: Polyethylene – polyolefin
Bulk Density: 4.0-6.0 lb/cu ft
Effective Size: 24 sq ft (net coverage)
Tensile Strength: 80 - 120 psi

Pad Underlayment System B: 50% recycled tire buffings / 50% recycled ¼” – ½” (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: GT Impax Turf™ infill from Gametime or approved equal Coating: Priority acrylic, iron oxide and chromium oxide

Grain shape: 7.0 Mohs
Curvature: .65
Specific Gravity: 2.65 g/cm3
Bulk Density: 92-95 lb/cu ft
Uniform coefficient: 1.00 to 1.40
Effective Size: .90 - .95 mm
Blend rate: 3 to 4 lb per square foot.

Splicing Material: 1000 denier coated nylon (Cordura®) 12” wide minimum.

Adhesive: Synthetic Turf Adhesive

PART 3 – SUB-BASE TYPES AND DETAILS

Sub-base Requirements - The base shall have the specific minimum slope (2%) and shall vary no more than 1/8” when measured in any direction with a 10’ straight edge.

Stone – The density requirement is 90% to 95% compaction with final condition of stone as level and stable so as not to shift when traveled on or during surface installation process. A compaction test is required and must be submitted to GameTime prior to installation of turf surfacing. Failure to provide proof of compaction test will void 5-year warranty of turf surfacing should signs of sub-base failure occurs.

PART 3 – SUB-BASE TYPES AND DETAILS (Continued)

<u>Depth:</u>	4 inch minimum thickness.
<u>Slope:</u>	Stone elevation shall maintain 1/4" per foot toward low end.
<u>Porosity:</u>	Base course shall maintain porosity for direct drainage.
<u>Enclosure:</u>	Stone base course must be surrounded by a retaining curb.
<u>Drainage:</u>	Subsurface drainage is recommended under and around a stone base. Perforated pipe or similar system is acceptable.
<u>Tolerances:</u>	1/4" in any 10-foot direction and 1/8" in any 3-foot direction.
<u>Stone Selection:</u>	It is critical that different size stones are used so that the base shall be uniformly mixed. The material shall be wetted during mixing operations if necessary for proper blending.

<u>Stone Graduation</u>	<u>U.S. Sieve</u> 1"	<u>Percent Passing</u> 100
	3/4"	90 - 100
	No. 4	35 - 60
	No. 30	10 - 30
	No. 200	2 - 9

Concrete or Asphalt – Concrete should be finished with a medium broom finish. All new concrete slabs must cure for a minimum of seven (7) days prior to installation. Asphalt cure time requires fourteen (14) days. Once the new asphalt has cured, it must be pressured washed prior to the surfacing being installed. The concrete contractor shall be responsible for flooding the pad to insure proper slope and tolerance. Any areas holding enough water to cover a flat nickel shall be patched prior to arrival of turf installation crews.

<u>Depth:</u>	4 inch minimum thickness.
<u>Slope:</u>	Concrete or asphalt shall maintain 1/4" per foot.
<u>Tolerance:</u>	Concrete must maintain a tolerance of 1/8" in 10 ft. to avoid low areas that will hold water under the turf.

PART 4 – SITE PREPARATION AND REQUIREMENTS

Drainage – Having proper drainage at the low end of the concrete slab is of utmost importance. Any brick walls or curbs at the low end of the slab shall have drainage access through weep holes. Concrete curbing weep holes should be level with finish grade of sub-base or a minimum of 1/8" below top of concrete slab, as GT IMPAX turf surfacing is porous and water drains immediately through it. Weep holes shall be 2" high and 3" wide and shall be installed every three (3) feet. If weep holes are smaller than the recommended size, they shall be installed every 18". Floor drains shall be located outside the high impact areas, as the drains may not be covered with GT IMPAX turf surfacing. Recommended locations for drains are under play unit or against low-end wall or curb.

Security & Waste Disposal – Surface installation crew shall be responsible for the protection of surface during the installation process while on site only. Owner or general contractor shall be responsible for the protection of the surface during the curing period upon completion of the installation and overnight during the installation. Owner or general contractor shall be responsible for having a dumpster on site for all waste and debris. Failure to provide security and a dumpster will result in additional cost.

Utilities & Access – Power and water must be available within 300 feet of installation. Site will require tractor-trailer access. In a case where tractor-trailer access is not possible, owner or general contractor shall be responsible for transporting materials from delivering carrier to the installation site.

PART 5 – INSTALLATION

General: The area to be smooth and graded to allow proper drainage. Refer to grading plan. The overall grade of the playground is not to exceed 3%.

Compacted Aggregate Base: Place 4 inches of aggregate base as leveling layer compacted to 90% of max density per AASHTO T99. Compaction shall be done with mechanical compactors, including vibratory compactors, and/or powered tampers, and rollers. Aggregate size should be 3/4" minus (compactable).

Synthetic Grass: Place turf and cut to fit configuration as shown on Drawings. Splice seams. All seams must be attached with splicing film/fabric and adhesive as approved by the manufacturer for this type of installation of their product.

Infill: Apply layers of synthetic grass infill evenly with a spreader and broom the turf fibers with stiff bristle broom to stand fibers up and allow infill to settle into the bottom. Broom in GT Impax Turf™ infill approximately 3 to 4 pounds per square foot.

**(infill is only required on the 60 oz. Dura Series. 80 oz Ultra Series does require limited to no infill. Manufacturer always recommends at least a pound of infill per sq foot)*

Anchoring/Edging: Edges of turf will be secured to ground with mechanical fasteners, stakes or edging.

PART 6 – WARRANTY

Gametime offers a 5 year limited product warranty on GT Impax Turf from the date of purchase. The product shall be free from defects in material and workmanship resulting in color loss.

Supplier's warranty excludes: any Product defect, damage or failure that is the direct result of Product abuse, misuse or negligent maintenance; and Product damage caused directly or indirectly by acts of third parties, including, without limitation, negligence of owner/operator, vandalism, machinery, animals, flood, chemical reaction, improper sub-surface preparation and/or installation, improper cleaning methods, and acts of God.

Ask your GameTime representative for a copy of our full GT Impax turf warranty details.

PART 7 – MAINTENANCE

Ask your GameTime representative for a copy of our full GT Impax turf maintenance details.



Warranty

GameTime provides a ten-year limited warranty on all fabric canopies against tears, runs, cracking and mildew.

GameTime provides a ten-year limited warranty on all fabric colors against fading except for red, which carries a three-year warranty.

GameTime provides a 90 MPH (miles per hour) limited warranty on the fabric canopy against wind. The fabric canopy is to be removed if winds are expected to exceed 90 miles per hour.

GameTime provides a 10 to 20 pound per square foot limited warranty on the fabric canopy against snow and ice. The fabric is to be removed during Winter months when snow and ice is expected.

GameTime provides a ten-year limited warranty on all metal upright posts and support structure framing against failure due to structural integrity.

GameTime provides a one-year limited warranty against rusting and workmanship of painted surfaces.

GameTime provides a 90, 110 or 140 MPH (miles per hour) limited warranty on all metal upright posts and support structure framing. These calculations are with fabric canopy installed. Removing the fabric canopy will assist the metal structure to withstand higher winds by 10 to 20 MPH (miles per hour).

Above warranties are valid from the date of shipment.

All GameTime warranties will be void if damage to or failure to the shade fabric is caused by contact with chemicals, misuse, vandalism, any act of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters.

All GameTime warranties are invalid if the fabric is installed on structures other than GTShade, if changes or field modifications are made without written authorization from GameTime or if the product isn't installed or maintained in strict compliance with the manufacturer's specifications.

GameTime warranties do not cover the cost of removals, replacements or repairs.

All warranty claims must be filed in writing within the warranty period.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

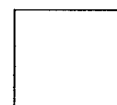
GameTime
Customer Service
P. O. Box 680121
Fort Payne, AL 35968

Or Contact Your Local Representative at:
USA 1-800-235-2440
International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the Continental United States. GameTime is not responsible for freight cost associated with products located outside the Continental United States. GameTime reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific rights in your state.

GameTime
P. O. Box 680121
Fort Payne, AL 35968
Fax: 256-997-9653
Email: service@gametime.com
See GameTime on the web at www.gametime.com



BigToys & EarlyWorks Environments Limited Warranty | 2017



LIMITED WARRANTY ON BIGTOYS

BigToys provides a lifetime limited warranty on BigToys: a fifty-year limited warranty on recycled plastic lumber including solid recycled plastic decking, enclosure and roof components; a fifteen-year limited warranty on pipes, rails, loops, and rungs; a lifetime limited warranty on metal upright posts; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. Lifetime warranty covers the life of the product as defined below and cover the product under normal use, proper maintenance and at original installation location; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

BigToys provides a lifetime warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust; see exclusions. All testing of BigToys hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to life of the product as defined below and covers the product under normal use and proper maintenance. The cost of the replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

LIMITED WARRANTY ON INTEGRATED SHADE PRODUCTS

BigToys provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structural failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact. All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the intended and a one-year limited warranty against rusting and **workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).**

BigToys & EarlyWorks Environments Limited Warranty **2017**

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED PRODUCTS

BigToys provides a fifteen-year limited warranty on rotomolded products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, BigToys will replace the rotomolded product at no cost to the customer.

LIMITED WARRANTY ON CONDITIONED WOOD

BigToys provides a fifteen-year limited warranty on conditioned wood components including decks, enclosures and roofs and on conditioned wood uprights utilizing metal footings; and an eight year limited warranty on conditioned uprights without metal footings against structural failure due to deterioration from fungi or insects that render the product to become unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

BigToys provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in material and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON SITE FURNISHINGS

BigToys provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS

BigToys provides a ten-year limited warranty on fiberglass sign panels against delaminating or fading and a five-year warranty on high density polyethylene (HDPE) panels against degradation and discoloration.

FIVE-YEAR LIMITED WARRANTY ON BELT AND INFANT SWING SEATS

BigToys provides a five-year limited warranty on belt and infant swing seats against structural failure that causes the seats to become unfit for its intended use; see exclusions.

BigToys & EarlyWorks Environments Limited Warranty **2017**

FIVE-YEAR LIMITED WARRANTY ON FREENOTES INSTRUMENTS AND POSTS

Freenotes Harmony Parks instruments and posts carry a five-year limited warranty against failures in manufacturing or materials.

TWO-YEAR LIMITED WARRANTY ON MOVEABLE PARTS

BigToys provides a two-year limited warranty on moveable plastic and metal with respect to failure due to material or production defects.

ONE-YEAR LIMITED WARRANTY ON ALL OTHER BIGTOYS PRODUCTS

Products included in the BigToys catalog that are manufactured by other PlayCore companies, including but not limited to UltraSite, UltraPlay, UltraShade and UltraShelter, will maintain the warranty of each respective brand.

For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defect in material and manufacturing workmanship.

The warranty is not effective if products have not been installed properly according to the instructions provided by BigToys, or maintained correctly according to the BigToys Maintenance Manual.

BigToys excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

The warranty does not cover normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism.

BigToys & EarlyWorks Environments Limited Warranty **2017**

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

BigToys
Customer Service
P.O. Box 680121
Fort Payne, AL 35968

Or Contact you local Representative at
USA 1-866-814-8697

Within 60 days of notice of claim under warranty, BigToys will make arrangements to replace the damaged product. BigToys will cover freight costs within the continental United States. BigToys is not responsible for freight costs associated with products located outside the continental United States. BigToys reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

See BigToys on the web at www.bigtoys.com





MULTISPORT SCOREBOARD & CONTROLLER WARRANTY AND LIMITATION OF LIABILITY

This Warranty and Limitation of Liability (the "Warranty") sets forth the warranty provided by Colorado Time Systems (Seller) with respect to Multisport Equipment. By accepting delivery of the Equipment, Purchaser agrees to be bound by and accept these terms and conditions. All defined terms within the Warranty shall have the same meaning and definition as provided in the Agreement.

1. Scoreboard Warranty Coverage

- a. Seller warrants that models: BB-xxxx, BK-xxxx, CM-xxxx, FB-xxxx, CLK-xxxx, CR-xxxx, HK-xxxx, LX-xxxx, and SC-xxxx series of scoreboards will be free from defects in materials and workmanship for a period of five (5) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the scoreboard, or 3 months after shipment.
- b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.
- c. Defects shall be defined as follows. With regard to the Scoreboards (excepting LEDs), a "Defect" shall refer to a material variance from the design specifications that prohibit the Scoreboard from operating for its intended use. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light. The limited warranty provided does not impose any duty or liability upon Seller for partial LED pixel degradation. Nor does the limited warranty provide for the replacement or installation of communication methods including but not limited to: wire, fiber optic cable, conduit, or trenching for the purpose of overcoming local site interference radio equipment substitutions.

2. Controller Warranty Coverage

- a. Seller warrants that wireless controller models: WHC-1 and WTC-1 will be free from defects in materials and workmanship for two (2) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the controller, or 3 months after shipment.
- b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.

3. Conditions and Limitations

- a. This warranty covers equipment provided under agreement by Seller only. Seller reserves the right to use new or equivalent to new parts in the service of its products. This warranty does not apply to independent third party installation or service labor. It does not provide routine or emergency maintenance services. It does not apply to normal LED degradation, or replacement of batteries.
- b. Said warranty shall not apply to resulting damage in any of the following cases:
 - i. Neglect, abuse or damage caused by user including failure to operate and maintain according to end-user documentation furnished with the product.
 - ii. Improper storage, installation, maintenance or servicing of the equipment by anyone other than Seller or an Authorized Seller's representative.
 - iii. Improper environmental control (storage and/or use) of electronic equipment.
 - iv. Power surges, water damage, lightning or other "acts of nature."
 - v. Vandalism or acts of terrorism or war.
 - vi. Excessive application of electrical power or improper power connection.
 - vii. Removal of warning labels and protection devices.
 - viii. Installing non-factory replacement parts.
 - ix. Use of high-pressure washers or exposure to concentrated detergents or other chemical agents or solvents.
- c. Disclaimer
 - i. Said warranty is in lieu of all other warranties of Seller, express or implied, and except to the extent herein provided, Seller does not make any warranty whatsoever to Purchase including, without limitation, any warranty of merchantability or fitness for any particular use or purpose. Seller's entire liability and Purchaser's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to actual damages up to the purchase price of the Equipment. The foregoing limitation of liability will not apply to claims by Purchaser for bodily injury or damage to real property or tangible personal property for which Seller is legally liable. In no event shall Seller be liable for any special, punitive, or consequential damages or lost profits even if Seller has been advised of the possibility of such damages. Seller will not be liable for any claim by Purchaser based on any third party claim.

Equipment Warranty

Colorado Time Systems warrants the following products against any defects in materials and workmanship affecting electronic and mechanical performance for two years from the date of purchase: Timing Consoles, Start Systems, Touchpads, Relay Judging Platform, Shot Clocks, Pace Clocks, LED and Light Reflective Scoreboards, and Matrix Displays. Colorado Time Systems warrants Titanium Deckplates against any defects in materials and workmanship for five years from the date of purchase.

All other components associated with the above equipment including cable harness, deckplates (excluding Titanium Deckplates), wallplates, push buttons, test meters, microphones, speakers, data cable, etc. will have a one-year limited warranty. Dolphin Wireless Stopwatch Systems are also warranted for one year; not including the batteries. Any computer equipment associated with the above products has a six-month limited warranty.

Colorado Time Systems' products, when properly installed, are warranted not to fail due to defects in materials and workmanship. This warranty is limited to the original purchaser of the product and is not transferable.

Colorado Time Systems will, at its option, repair or replace the defective product at no additional charge except as set forth below. Repaired components, parts, and replacement products will be furnished on an exchange basis and will be either reconditioned or new. All replaced parts and products become the property of Colorado Time Systems. This limited warranty does not include service to repair damage to the product due to the modification of the product, misuse, abuse, neglect, negligence, vandalism, accident, or abnormal conditions including: war, flood, accident, lightning or other acts of God or damage caused by occurrences over which Colorado Time Systems has no control.

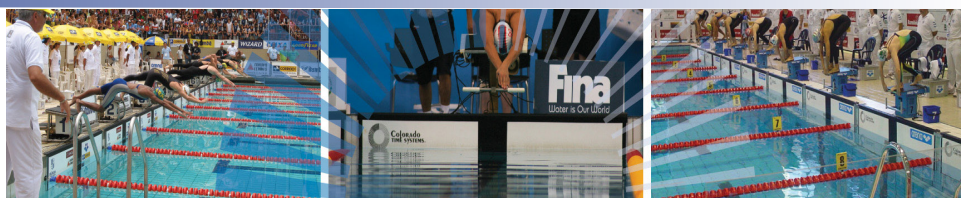
Limited Warranty service may be obtained by delivering the product or component part to Colorado Time Systems. You agree to insure the product or assume the risk of loss or damage in transit, to prepay shipping charges to the service location, and to use the original shipping container or equivalent. Repaired products will be returned to you by surface delivery at Colorado Time Systems' expense or by air freight at the buyer's expense. On-site service calls are available for a fee.

All expressed and implied warranties for these products including the warranties of merchantability and fitness for a particular purpose are limited in duration to a period of two years (or one year, as applicable), from the date of purchase and no warranties, whether expressed or implied, will apply after this period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

If the product is not in good working order as warranted above, your sole remedy shall be repair or replacement as provided above. In no such event will Colorado Time Systems be liable to you for any damages, including lost profits, lost savings, or other incidental or consequential damages arising out of the inability to use the product, even if Colorado Time Systems has been advised of the possibility of such damages or for any claim by any other party.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty give you specific legal rights, and you may also have other rights which may vary from state to state.

Rev 02/16





WARRANTY

Dero will warrant its products against defects in workmanship and materials for a period of (12) months from the date of delivery for all products consisting of TGIC powder coat, Thermoplastic powder coat, stainless steel finishes, and for a period of two years on products consisting of galvanized or Thermoplastic/PVC rubber dip over galvanized finishes. Under this warranty, Dero's liability is limited to repair or replacement, at Dero's option, of products found in Dero's reasonable judgment to have been defective in workmanship or materials.

This warranty does not cover failure due to negligence, abuse, vandalism, accidents, lack of maintenance, or improper installation; nor does it cover defects or failure due to products tampered with, altered, modified or repaired by anyone not approved by Dero.

The air pump for the Dero Air Kit 1 is warranted for above freezing temperatures. The air pump is not warranted in below freezing temperatures and it is strongly recommended that air pumps are removed and stored indoors during periods of below freezing temperatures. There is a six month warranty period for the pump, parts and gaskets. Acts of God, improper use or vandalism are not covered by this warranty

The Dero Air Kit 2 and Air Kit 3 are warranted for temperatures ranging from -30 – 110 degrees. There is a one year warranty period for the pump, parts and gaskets, and a six-month warranty on the hose and pumphead. Acts of God, improper use or vandalism are not covered by this warranty

Dero will assume transportation charges for return of the defective product if returned by the buyer in accordance with written instructions from Dero. Dero will not be responsible for providing the cost of labor for removal or installation of the defective product or any replacement. In no event shall Dero be liable for special, inherent or consequential damages, including, without limitation, loss of use or profits.

Proof of sale from Dero or from an approved dealer is required. The foregoing warranty is exclusive and is given and accepted in lieu of any and all other warranties, expressed or implied, including, without limitation, the implied warranties of merchantability and fitness. The remedies of buyer for any breach of warranty shall be limited to those provided herein. No agreement varying or extending the foregoing warranty will be binding upon Dero unless it is in writing and signed by a duly authorized officer of Dero.

Any questions regarding this warranty should be directed to:

Dero
504 Malcolm Ave SE
Suite 100
Minneapolis, MN 55414
Toll free 888-337-6729
www.dero.com

LIMITED WARRANTY

Everlast Climbing Industries, Inc. ("ECI") warrants to the original purchaser that products from ECI will be free from defects in materials and workmanship for a period of one full year from the date of purchase, normal wear and tear excepted. Should the products purchased directly from ECI, or authorized partners, fail to conform to this warranty during this one year warranty period, ECI will, at its option, repair or replace the faulty unit(s) at no additional charge. This limited warranty does not include service to repair damage to the products purchased from ECI, or authorized partners, resulting from a cause other than defect or malfunction, including neglect, accident, unreasonable use or servicing or modification by anyone other than ECI.

EXCEPT AS SET FORTH ABOVE, ALL PRODUCTS PURCHASED FROM ECI ARE SOLD "AS IS." ECI MAKES NO WARRANTIES EXPRESS OR IMPLIED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Warranty service may be obtained by contacting ECI in writing at the address shown below within one year of original purchase and providing proof of purchase date. You, the original purchaser, agree to pay the cost for ECI to ascertain that damages have occurred. For further information, contact:

**Everlast Climbing Industries, Inc.,
1335 Mendota Heights Road, Mendota Heights, MN 55120
Phone: (651) 665-9131 Toll Free: (800) 476-7366**

All warranties on the products purchased from ECI are limited to one year from the date of purchase.

Failure to install and maintain products according to ECI's Installation and/or Maintenance Instructions will void this warranty. Any modifications or changes to the product's panels, wall products or hand holds, without ECI's express written approval, will void this warranty.

If the product does not conform with the warranties given as stated above, your remedy is to have the unit repaired or replaced as provided above. In no event will ECI be liable for any loss or damage, including damages of any kind arising out of the use of or inability to use this product, for incidental or consequential damages, or for any claim by anyone other than you, the original purchaser.

Some states do not allow limitations on warranties and do not allow the exclusion or limitation of incidental or consequential damages, so any such limitation or exclusion may not apply to you. This warranty gives you specific legal rights which may vary from state to state.

Purchasing Entity: _____

Purchase Date: _____

* Keep this document for your records and proof of warranty.



NR - SERIES – ALUMINUM ANGLE FRAME

MANUFACTURER: GT Grandstands, Inc., 2810 Sydney Road, Plant City, FL 33566, Ph (866) 550-5511, Fax (813) 305-1419

DESIGN: The bleachers shall be designed to support, in addition to their own weight, a uniformly distributed live load of not less than 100 psf of gross horizontal projection of the bleachers. All seat and foot plank members shall be designed to accommodate 200 plf across a 6' span with a maximum deflection of 9/16". The bleachers shall be designed to resist, with or without a live load, a horizontal wind load of 30 psf of gross vertical projection. In addition to the live load, the bleachers shall be designed to resist the following sway forces: (1) 24 plf of seat plank in a direction parallel to the length of the seat, and (2) 10 plf of seat plank in a direction perpendicular to the length of the seat. Under these loads, stresses in aluminum members and connections shall not exceed those specified for Building Type Structures by the Aluminum Association.

CONSTRUCTION: The understructure, including crossbracing, shall be of a welded, aluminum angle (6061-T6 alloy, mill finish) construction. The understructure of each unit shall consist of frames spaced at 6' centers joined by crossbracing at adequate points to comply with the design loads.

FRAME MEMBER SIZES:

Seat Posts:	3" x 2" x 3/16" min. (Row 2) 1 3/4" x 1 3/4" x 3/16" min. (All other rows)
Foot Brackets:	2" x 2" x 3/16" min.
Crossbracing:	1 1/2" x 1 1/2" x 3/16" min.
Bottom Runners:	2" x 2" x 3/16" min.

DIMENSIONS: The rise per row shall be 7", seat height 16" above respective tread, and tread depth per row of 24". Overall depth of unit is 2' 9-5/8". Clear width of unit is 15'. Top row seat height is 1'-11".

SEAT PLANKS: Seat planks shall be 2"x10" nominal, extruded 6063-T6 aluminum alloy with a clear anodized finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

TREAD PLANKS: Tread planks shall be of one 2"x10" nominal, extruded 6063-T6 aluminum alloy with a mill finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

ALUMINUM PLANK HARDWARE: Tie-down assemblies consisting of a four-way adjustable aluminum clip, with galvanized bolt with nut and washer shall be provided for each connection point at each support.

WARRANTY: GT Grandstands warrants to the Buyer that its bleachers shall be free from defects in material and workmanship under normal use for a period of five (5) years provided they are installed per GT Grandstands installation instructions and that component parts supplied by GT Grandstands are used. GT Grandstands' obligation under this warranty shall be limited to repair and exchange of any such item, which may prove defective under normal use (vandalism and premeditated damage excluded) during such period. GT Grandstands will release the warranty documents to the buyer only after the Buyer has paid GT Grandstands in full the final contracted amount.



Freenotes Harmony Park Warranty

Our Outdoor Musical Instruments are designed for durability and playability. We are confident that they will withstand all types of normal weather conditions and normal frequent play. They will never need re-tuning and can be enjoyed by all, any age or ability.

All Freenotes Harmony Park ("FHP") instruments will be built to our documented procedures and with the highest quality. Our warranty provides that our products will be free of defects in manufacturing and material.

Warranty begins on date of shipment. If any failures in manufacturing or materials occur within the applicable warranty period, FHP will provide replacement parts or products as determined by FHP within 30 days after written notification.

All FHP products carry a 5-year limited warranty on all standard/stock instruments and posts. All custom instruments and posts carry a 90 day warranty.

This warranty is valid for purchases on or after January 1, 2016.

This warranty is valid only if the mounting/assembly and ground/foundation works are carried out as described in the Installation Instructions of your FHP products and maintained according to the maintenance instructions provided by FHP. For all warranty issues it is the responsibility of the customer to cover all shipping costs, when necessary, for warranty items. FHP will not be responsible for providing labor or labor costs for the replacement of products or parts.

All replacement parts or products will be covered for the duration of the original warranty.

All products must be inspected immediately upon arrival. It is your responsibility to note any shipping damage on all copies of shipping paperwork. You must report any damage within 48 hours to Freenotes Harmony Park or to your FHP distributor. Damage not reported within this time frame cannot be covered under warranty.

FHP cannot warrant against:

Theft, vandalism, misuse, negligence or accident.
Scratches on paint, aluminum, or any finishes.
Cosmetic issues or wear and tear from normal use.



5-YEAR WARRANTY

Aluminum planks covered against blistering, cracking, peeling or flaking due to weather, temperature changes, continued exposure to rain, snow or U.V. rays from the sun.
1 Year Warranty - failure of structural strength of any framework component.
For full warranty information visit: bleachers.net



NRS
National Recreation Systems
A **PLAYCORE** Company

5120 Investment Drive, Fort Wayne, IN 46808

Toll Free **(888)-568-9064**

Fax **(260)-482-7449**

E-mail: sales@bleachers.net

Online: www.bleachers.net



Limited Warranty Information:

The product I purchased is not what I expected. Can I return the product?

You may return items within 30 days of receipt for a refund. All products are warranted free of manufacturer defects for 90 days from invoice date. No other warranty, written, or implied, exists unless noted on the website or in the catalog.

To return a product, please call our customer service department 800.321.6975 to receive a return merchandise authorization number. You must have pre-authorization prior to returning a product.

Due to manufacturing changes and raw material costs, some product characteristics may vary slightly and prices may be affected.

Warranties

Power Systems (PS), LLC issues limited warranties on some of our products. We do list 3 and 5 years on some products – this does not cover normal wear and tear. This limited warranty states that the goods shall be free from defects in material and workmanship.

This warranty shall not apply in the event of defects caused by: (I.) Physical abuse of the goods or any component or acts of vandalism by any persons. (II.) Alterations, modifications made to our products will void the warranty. (III.) This warranty does not extend to normal wear and tear of a product.

SPECTRUM AQUATICS® WARRANTY

- TWO-YEAR LIMITED WARRANTY ON AQUATIC LIFTS
- THREE-YEAR LIMITED WARRANTY ON STAINLESS STEEL DECK EQUIPMENT & AQUATIC LIFT FRAME*

What is covered by this warranty? Spectrum Aquatics® warrants all products it manufactures to be free from defects in materials and factory workmanship to the original buyer. This warranty is contingent upon the proper installation, use, care and operation of the equipment for its intended purpose, and does not cover equipment that has been modified or has been subjected to abusive physical or environmental stresses. Spectrum Aquatics® agrees to repair or replace, at its sole discretion, any product that fails to perform as specified within the specified warranty period, unless otherwise noted. Warranty on pool lifts and lift components will be valid from the date of installation, which is verified by sending in the warranty card. In cases where the warranty card is not returned to Spectrum Aquatics, the beginning date for the warranty period will be the date that the pool lift was shipped from Spectrum.

This warranty relates only to defects in materials and workmanship and does not include damage or failure resulting from other causes, including, but not limited to, acts of God, misuse or abuse, accident or negligence, fire, improper installation or ice damage. This warranty does not apply to fading of materials or to any corrosion of any metallic parts. Damage induced by the improper use of chemicals is not covered by this warranty. In the event that products are altered or repaired by anyone without the prior written approval of Spectrum Aquatics®, all warranties are voided.

What will Spectrum do related to the product covered by this warranty? Spectrum shall provide, F.O.B. the factory, new or reconditioned replacement product or parts (Spectrum's option). This warranty does not cover labor to remove or install equipment and parts.

What is not covered by this warranty? Damage or loss in transit as indicated by bill of lading, normal wear and tear, chemical damage, discoloration, misuse and damage or loss caused by neglect, abuse, vandalism, modification, improper installation, lack of proper maintenance (such as keeping products clean, lubricating battery contacts on lifts, etc.) or physical damage are not included in this warranty. See owner's manual for recommendations related to the use and care of the product.

Powder Coated Products: This warranty does not cover chipping, flaking, scratches or any other surface defect due to abuse, mishandling of product, or lack of maintenance and care. Due to the corrosive environments, this warranty does not cover surfaces damaged during handling or installation. Although powder coating on product is designed for long-term use, keeping products outside in the elements, inside a highly humid environment, excessive washing (including power washing) or improper maintenance may result in premature corrosion.

Parts: Components of products provided by other manufacturers are subject to the original equipment manufacturers (OEM) warranty. Examples include but not limited to batteries, actuators, control systems, valves, pumps, etc.

IMPORTANT: TO ENSURE SAFE OPERATION, USERS MUST COMPLY WITH THE PUBLISHED WEIGHT LIMITS ON SEVERAL PRODUCTS SUCH AS SLIDES, LIFTS, CHAIRS, STARTING PLATFORMS, STANDS AND LADDERS. REFER TO PRODUCT LITERATURE AND MANUALS FOR THESE LIMITATIONS.

To make a warranty claim, contact:

Spectrum Aquatics®
7100 Spectrum Lane
Missoula, MT 59808
info@spectrumproducts.com

Your Rights Under State Law: This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Spectrum Aquatics® disclaims all liability for damage during transportation, for incidental, special or consequential damage of whatever nature, for damage due to handling, installation, or improper operation, or for damage caused by circumstances beyond Spectrum Products™ control; in no event shall recovery of any kind against Spectrum Products™ be greater in amount than the purchase price of the equipment sold by Spectrum Aquatics® that caused alleged damage. Spectrum Aquatics® makes no warranties either expressed or implied, including any warranty of merchantability or fitness for particular purpose, other than these stated. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long on implied warranty lasts, so the above exclusions may not apply to you. No representative has authority to change or modify this warranty in any respect.



UPlay Today™ Warranty

UltraPlay Systems, Inc. warrants its products to be free from defects in materials and/or workmanship, subject to normal usage and installation, for a period of 1-year from the date of shipment to the original purchaser. In the event of a claim under this warranty, UltraPlay Systems will replace the component at no cost within the first 12 months from date of shipment to the original customer. Equipment not specifically addressed in the following paragraphs is also subject to this limited 1 year warranty against defects in materials and/or workmanship.

TEN-YEAR LIMITED WARRANTY ON UPRIGHT POSTS

UltraPlay Systems provides a limited warranty on metal upright posts to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 10 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON METAL PARTS

UltraPlay Systems provides a limited warranty on metal decks, steps, stairs, rails, pipes, support posts, rungs, loops, swing frame yokes and clamps to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON GROUND-MOUNT METAL PARTS

UltraPlay Systems provides a limited warranty on metal footers, inground footers, surface mount plates, ground spikes, slide and climber mounting posts and plates to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

THREE-YEAR LIMITED WARRANTY ON PLASTIC PARTS

UltraPlay Systems provides a limited warranty on the following plastic parts: slides, climbers, roofs, tunnels, bridges, panels and border timbers. These components are warranted to be free from defects in materials or workmanship, subject to normal usage and installation, for a period of 3 years from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HARDWARE

UltraPlay Systems provides a limited warranty on hardware to be free from defects in materials or workmanship against structural failure due to breaking or shearing, subject to normal use and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HDPE CLIMBERS AND HDPE SPRING RIDERS

UltraPlay Systems provides a limited warranty on high density polyethylene (HDPE) climbers and spring riders against degradation for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON SPRING RIDER METAL PARTS

UltraPlay Systems provides a limited warranty on metal springs, bases and brackets of spring riders to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON STRAP AND TOT SEAT

UltraPlay Systems provides a 1 year limited warranty on strap and tot swing seats against structural failure that causes the seat to become unfit for its intended use. Additionally, chain, "S"- hooks and hangers are covered under a one-year limited warranty.

LIMITED WARRANTY ON SITE FURNISHINGS

UltraPlay Systems provides a five-year limited warranty on the finish of thermoplastic coated site furnishings from the date of shipment to the original customer. Additionally, all site furnishings are guaranteed to be free from defects in materials or workmanship for one-year from the date of shipment to the original customer.

All warranties specifically exclude damage caused by man-made or natural disasters, vandalism, negligence, improper installation or improper use, modification, changes in appearance resulting from weathering, scratches, dents, discoloration, normal wear and tear, or marring as a result of public or private use.

Claims are limited to replacement of equipment only and do not include any costs associated with labor, removal or installation of the original or replacement product.

Warranties are valid only if products are installed and maintained in accordance with UltraPlay installation instructions and use of approved parts.

This warranty is applicable to the original owner only. Warranties are non-transferable.

Claim Procedure: To make a warranty claim, send your written statement of claim, photographs of defective equipment along with the original purchase invoice or invoice number to:

UltraPlay Systems
Customer Service
1675 Locust Street
Red Bud, IL 62278

Or Contact a Customer Service Representative at:
1-800-458-5872

Within 60 days of notice of claim under warranty, UltraPlay Systems will make arrangements to replace the damaged product. UltraPlay Systems will cover freight costs within the continental United States. UltraPlay Systems is not responsible for freight costs associated with products located outside the continental United States. UltraPlay Systems reserves the right to inspect all products identified as defective. Photos of defective equipment may be required to accompany warranty claims.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraPlay Invoice Number: _____

Authorized UltraPlay Signature

Title

Visit UltraPlay on the web at www.ultraplay.com & www.uplaytoday.com





WARRANTY

UltraSite provides a limited warranty on site furnishing products. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. The warranty covers the life of the product as defined below, and covers the product under normal use with proper maintenance, and at original installation location. See exclusions* (page 5).

THERMOPLASTIC COATED PRODUCTS

UltraSite provides a 5-year Limited Warranty on Thermoplastic coated site amenities. UltraSite guarantees all items for one full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering, or wear and tear due to public abuse.

Items damaged or lost in transit are the responsibility of the carrier, whether visible or concealed. It is the responsibility of the recipient to assure that the order is received complete. Before signing the delivery receipt, inspect the shipment immediately and completely. Note any damages or shortages on the bill of lading. Damage reports must be filed within 5 days. UltraSite is not responsible for damages or loss in transit. Title to all goods passes to the customer at the time of shipment. UltraSite will assist in filing claims if the freight arrangements were made by UltraSite at your request.

HARDWARE

UltraSite provides a lifetime limited warranty on hardware against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust. See exclusions. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

RECYCLED PLASTIC LUMBER PRODUCTS

UltraSite provides a 5-year limited warranty on recycled plastic lumber products in normal applications against splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. See exclusions* (page 5)



UltraSite guarantees all materials and workmanship for 5-years on any product made completely from our 100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

IPE WOOD, RED STAINED WOOD, PRESSURE TREATED WOOD AND UNTREATED WOOD

UltraSite provides a 1-year limited warranty on IPE wood, red stained wood, pressure-treated wood and untreated wood products against rotting, splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. Checking in the surface of planks are natural in all wood products and are not covered under this limited warranty. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God. Please follow the maintenance procedures as specified in the product maintenance guide.

LIMITED WARRANTY ON WATER FOUNTAINS AND DOG FOUNTAINS

UltraSite provides a 1-year limited warranty on all the water fountains and related components.

ULTRASHADE STRUCTURES

UltraShade warrants that the shade structure sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery (Structure & Fabric). UltraShade and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShade.

This warranty is in effect only if the structure has been assembled and installed in accordance with the UltraShade's installation drawings, and has been subjected only to normal intended use and exposure. UltraShade shall not be responsible for delays due to missing, stolen or non-conforming parts. Any rework/retrofit of non-conforming part must be authorized by UltraShade. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance, misapplication, service or modification by someone other than UltraShade, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer.



Shade fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration, with the exception of Red, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, UltraShade will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated over the last 4 years.

This warranty shall be void if damage to the fabric is caused by contact with chemical, misuse, vandalism, any Act of God (ie. Hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters. Fabric tops are warranted for wind/gusts up to 90mph and prior to snow or ice accumulation. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and fabric, voiding the warranty.

The warranty will only be applicable to the repair or replacement of defective materials. UltraShade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. UltraShade does not warrant any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

NOTE: Shadesure™ fabric warranties cover fabric tops up to 40' in length.

Fabric tops over 40' in length are covered by a non-prorated 5-year warranty.

UltraShade warranties its sewing thread for a period of 8 years.

The thread will be free from defects in material/workmanship and will not be damaged by exposure to the sunlight, weather or water.

All labor for the removal, assembly and/or freight will be for the customer's account and the warranty will only be applicable to the repair or replacement of the defective material.

In the event of a claim of defect in materials, UltraShade shall be placed on notice of defect in writing, delivered to UltraShade at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShade will determine whether to repair or to replace defective materials. UltraShade, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shade installation.



ULTRASHELTER

UltraShelter warrants that the shelter sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery. UltraShelter and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShelter.

This warranty is in effect only if the structure has been assembled and installed in accordance with UltraShelter's installation drawings, and has been subjected only to normal intended use and exposure. Pre-finished metal roof surfaces, performance shall be the responsibility of the metal finisher. UltraShelter assumes no warranties with regard to finish durability.

UltraShelter shall not be responsible for delays due to missing, stolen, or non-conforming parts. Any rework/retro-fit of non-conforming parts must be authorized by UltraShelter. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance or lack of maintenance, misapplication, service, or modification by someone other than UltraShelter, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer. In the event of a claim of defect in materials, UltraShelter shall be placed on notice of defect in writing, delivered to UltraShelter at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShelter will determine whether to repair or to replace defective materials. UltraShelter, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shelter installation.

ACTIONFIT PRODUCTS

UltraSite offers 10-year limited warranty on steel posts, stainless steel posts, welds, bars and metal accessories excluding cycle parts, and cosmetic damage or defects. A 5-year limited warranty on Stainless damper module and aluminum cycle cover, with the exclusion of cosmetic damage or defects. 2-year limited warranty on Bearings, damper, plastics, rubber parts, and some cycle parts including pedal and shaft, with the exclusion of cosmetic damage or defects. 1-year limited warranty on Rib belt of cycle, with the exclusion of cosmetic damage or defects.



ALL OTHER PRODUCTS

UltraSite offers 1-year limited warranty on all other products.

For the purpose of this warranty, *lifetime* encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

UltraSite excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you.

No Sales Representative can modify or amend the terms of this warranty.

CANCELLATIONS AND RETURNS

Cancellations are only accepted with approval of UltraSite. No merchandise shall be returned without a Return Goods Authorization number which is issued by customer service. Any authorized merchandise must be carefully packed and received in saleable condition. A restocking charge of up to 25% will be applied to all returned goods and 50% charge will be applied to all the UltraShade and UltraShelter products when the error is not the fault of UltraSite. All returns must be shipped freight prepaid.

EXCLUSION

The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

UltraSite

1675 Locust St.
Red Bud, IL 62278
800.458.5872



Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

UltraSite Customer Service

1675 Locust St.
Red Bud, IL 62278
800.458.5872

Within 60 days of notice of claim under warranty, UltraSite will make arrangements to replace the damaged product. UltraSite will cover freight costs within the continental United States. UltraSite is not responsible for freight costs associated with products located outside the continental United States. UltraSite reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraSite Invoice Number: _____

Authorized UltraSite Signature

Title

See UltraSite on the web at www.ultra-site.com



Warranty Statement

Warranty

Fountain People, Inc. shall warrant all properly installed and maintained Water Odyssey™ equipment (excluding consumables) for a period of one year from date of shipment, unless otherwise qualified, below. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. Fountain People, Inc. at its option, shall replace or repair any materials, components, or workmanship found to be defective, within the warranty period when returned to the factory, freight prepaid. No equipment or parts may be returned to Fountain People, Inc. for repair or replacement without a factory issued RMA (Return Material Authorization).

Special Provisions

The following equipment shall be warranted for the terms noted when properly installed and maintained:

Structural Pipe: Stainless steel pipe and anchor bases used in the fabrication of Water Odyssey™ play equipment shall be warranted against structural failure for a period of 25 years.

Finish Coating: Shall be warranted for a period of 2 years against peeling or fading under normal environmental conditions.

ColorCast™ Accents: Shall be warranted for a period of 2 years against fading or cracking under normal environmental conditions.

Nozzles: Brass or stainless steel, 5 Years. PVC nozzles, 2 years.

Polyurethane Components (including Fun Forms™) shall be warranted for a period of 2 Years.

Water Odyssey™ Dynamic Sequencing Control Module 02-6210, Valve Boxes and Fiberglass Components shall be warranted against defects for a period of 3 years. All DSC Controller components, other than the 02-6210 module, are warranted for 1 year.

UV Disinfection Units Manufactured by ETS/ATG UV (excluding consumables) shall be warranted for a period of five (5) years after commencement of operation providing that the owner has entered into a service agreement with a factory trained and certified representative to annually (during the warranty period) service the unit as outlined in the Basic Operator's Guide using original manufacturers parts.

Exclusions

This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, or other conditions beyond the control of Fountain People, Inc. Nor does this warranty cover labor, freight charges, or incidental materials required to implement repairs. Fountain People, Inc. shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by Fountain People, Inc. Fountain People, Inc. will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations. These extraordinary costs shall be the responsibility of the customer, regardless of the reason necessitating removal of the product from service. This warranty may exclude damage to metals resulting from chemical control devices that use electrolysis as a means for generating chlorine or other chemicals to treat water. No other warranty, expressed or implied, exists beyond that included in this statement.

**EXHIBIT F
SCOPE OF WORK**

The following Scope of Work is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

4. SCOPE OF SERVICES.**4.1 General Scope.**

The Company shall provide various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services that meets or exceeds the following requirements to the City and Participating Public Agencies nationwide.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
ASTM-F1292-13	Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.
ASTM 1951-09	Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.

ASTM F2049-11 Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.

ASTM F2075 Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)

Equipment must meet all guidelines stated in the “Handbook for Public Safety” published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

4.2.3 International Play Equipment Manufacturers Association (IPEMA)

IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant’s certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA’s website at: www.ipema.org.

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

4.3 Environmental Purchasing Requirements.

The Company must provide documentation of their environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

4.4 New Products and Services.

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer’s listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

4.5 Replacement Parts.

The Company must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency.

4.6 Surfacing Material.

Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

4.7 Installation.

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

4.8 Design.

The Company must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

4.9 Project Management.

The Company must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

4.10 Safety.

The Company and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.11 Literature and Catalogs.

The Company will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

4.12 Warranty.

The Company should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

4.13 Lead Time and Delivery.

1. Company must provide a four (4) week lead time on standard product, unlimited configurations, with no up charge.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made. Delivery location shall be stated on each purchase order issued by Participating Agencies.
3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

4.14 Optional Work.

Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 Material Specifications.

Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

4.16 Additional Requirements.

The Company may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.17 Performance Bond.

The Company may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

4.18 Reports.

The Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

4.19 Pricing.

The Company must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. One (1) firm fixed percentage

discount off of a verifiable list price for each category (defined in Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment; 3) Site Accessories; 4) Surfacing Materials; and 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

4.19.1 Volume Discounts: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

4.19.2 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

4.19.3 Product, Design and Price Comparison.

For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

1. Cost breakdown of all components using proposed discounts and list prices;
2. Manufacturer Price List ID
3. Three dimensional drawings
4. Number of kids that can use the playground;
5. Total number of play components:
 - Number of ground level components
 - Number of accessible ground level components
 - Number of elevated components
 - Number of accessible elevated components
6. Play Structure Size
7. Deck Sizes
8. Diameter of Uprights
9. Color options
10. Minimum time needed from date of design to delivery of equipment.

4.20 Installation.

Company response must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

4.21 Shipping and Delivery.

Company must include a defined shipping program with their Proposal responses. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price **cannot be used**.

1. Unless specifically stated otherwise in the “Shipping Program” included in the Company’s Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Company.
2. Additional costs for expedited deliveries may be added.
3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

4.22 Price Adjustments.

All proposed pricing shall remain firm through December 31, 2017. Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

4.23 References.

Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

4.24 Prevailing Wages.

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of the RFP.

Contract No. 2017001134
Vendor No. 121531

EXHIBIT G
U.S. COMMUNITIES ADMINISTRATIVE AGREEMENT

The following U.S. Communities Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

Contract#:2017001134

Amendment#: 1

Vendor#: 121531

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of January 2018, by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this First Amendment by reference.
- 2. Defined terms used in this First Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This First Amendment incorporates unit price adjustments as specified in Exhibit A (attached) and becomes effective on January 1, 2018.
- 4. This First Amendment incorporates freight rate adjustments as specified in Exhibit D (attached) and becomes effective on January 1, 2018.
- 5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

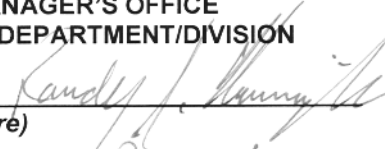
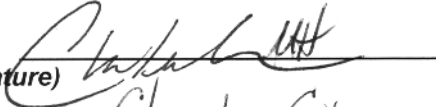
Contract#: 2017001134

Amendment#: 1

Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

Playcore Wisconsin, Inc. d/b/a GameTime

BY: 
(signature)PRINT NAME: Donald R. KingTITLE: Director of Sales AdministrationDATE: December 20, 2017CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISIONBY: 
(signature)PRINT NAME: Randy HarringtonTITLE: CFODATE: 1-2-18CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENTBY: 
(signature)PRINT NAME: Chrislee GibsonTITLE: Insurance ManagerDATE: 12/21/17

Contract#: 2017001134
 Amendment#: 2
 Vendor#: 121531

STATE OF NORTH CAROLINA
 COUNTY OF MECKLENBURG

**SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE
 PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND
 RELATED PRODUCTS AND SERVICES**

THIS SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 3rd day of May 2018, by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
- 2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Second Amendment incorporates unit price adjustments as specified in Exhibit A (attached). The aggregate increase of 3.6 percent (3.6%) due to increased tariffs on steel and aluminum imports shall become effective on all future Company orders as of May 3, 2018.
- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2017001134

Amendment#: 2

Vendor#: 121531

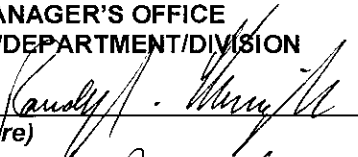
IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

Playcore Wisconsin, Inc. d/b/a GameTime

BY: 
(signature)

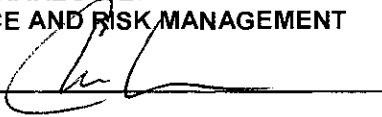
PRINT NAME: Donald R. KingTITLE: Director of Sales AdministrationDATE: April 3, 2018

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISION

BY: 
(signature)

PRINT NAME: Randy HarringtonTITLE: CFODATE: 4/6/18

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

BY: 
(signature)

PRINT NAME: Christee GibsonTITLE: Ins MgrDATE: 4/6/18

Exhibit A

Price Adjustments Due to Steel and Aluminum Tariffs

GAMETIME 2018 U.S. COMMUNITIES PRICE LIST 1805 ADJUSTMENTS

			% of Change
1.0	<u>Park and Playground Equipment</u>		
1.1	GameTime Play Equipment (see	Playground Equipment Ages 2 - 12 Years	3.6%
1.2	BigToys Play Equipment	EarlyWorks (6 months) & beyond	3.0%
1.3	Harmony Park Freenotes	Musical Instruments	0.0%
1.4	Snug	Early Childhood Play Equipment	0.0%
1.5	UltraPlay	Play Equipment	0.0%
1.6	UltraPlay - Discovery Centers	Play Equipment	0.0%
1.7	UltraPlay - Early Play	Early Childhood Play Equipment	0.0%
1.8	UltraPlay - NatureRocks	Climbing Rocks	0.0%
2.0	<u>Outdoor Fitness Equipment</u>		
2.1	GameTime Fitness	Youth & Adult Fitness Apparatus	3.6%
2.2		WaterFit Fitness Equipment	0.0%
2.3	Colorado Time Systems	Aquadic Timing Systems	0.0%
2.4		Track Timing Systems	0.0%
2.5	Everlast	Climbing Walls	0.0%
2.6	Power Systems	Fitness Accessories	0.0%
3.0	<u>Site Accessories</u>		
3.1	GameTime	Park and Site Furnishings	3.6%
3.2	Colorado Time Systems	Scoreboards	0.0%
3.3	Dero	Bike Storage	2.0%
3.4	GT Grandstands	Grandstands	3.0%
3.5	NRS	Bleachers	3.0%
3.6	GTShade	Shade Structures	3.6%
3.7	UltraShelter	Shelter Structures	0.0%
3.8	UltraSite	Site Furnishings & Accessories	0.0%
4.0	<u>Surfacing Materials</u>		
4.1		Engineered Wood Fiber	0.0%
4.2		Recycled Materials (Shredded)	0.0%
4.3		Recycled Rubber Tiles	0.0%
4.4	GameTime GTImpax Safety	Poured-In-Place & Bonded Rubber	0.0%
4.5		Artificial Turf	0.0%
4.6		LifeFloor Safety Surfacing for Wet Floors	0.0%
4.7		Surfacing Accessories	0.0%
5.0	<u>Related Products</u>		
5.1	Spectrum	Pool Lifts & Aquatic Components	0.0%
5.2	Spohn Ranch	Skate Parks	0.0%
5.3	The Fountain People	Architectural Fountains	0.0%
5.4	UltraSite - BarkPark	Dog Parks	0.0%
5.5	Water Odyssey	Water Parks	0.0%
6.0	<u>Support Services</u>		
6.1	GameTime Sales Agencies	Design & Project Management	0.0%
6.2	GameTime Sales Agencies	Installation, Sitework, Layout, Repair, Maintenance, Removal, Disposal	0.0%
6.3	Playground Guardian	Safety Audits & Inspections	0.0%

Contract#: 2017001134

Amendment#: 3

Vendor#: 121531

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND
RELATED PRODUCTS AND SERVICES**

THIS THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of September 2018, by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
- 2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Third Amendment incorporates Federal Contract Terms and Conditions as Exhibit H and attached hereto, due to new laws and requirements, effective July 1, 2018.
- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

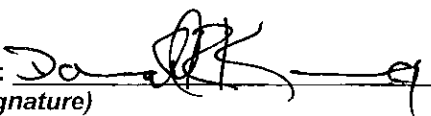
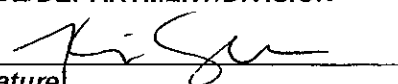
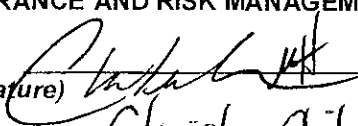
Contract#: 2017001134

Amendment#: 3

Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME

BY: 
(signature)PRINT NAME: Donald R. KingTITLE: Director of Sales AdministrationDATE: August 17, 2018CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISIONBY: 
(signature)PRINT NAME: Kim EagleTITLE: Assistant City ManagerDATE: 9/4/18CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENTBY: 
(signature)PRINT NAME: Chrislee GibsonTITLE: Insurance ManagerDATE: 8/30/18

Contract#: 2017001134
 Amendment#: 3
 Vendor#: 121531

Exhibit H

Federal Contract Terms and Conditions

This Exhibit is attached and incorporated into the Agreement to Provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Company shall notify the City immediately.
2. **Record Retention.** The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)
5. **Energy Efficiency.** The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Contract#: 2017001134

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6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Company certifies that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
 - c. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
9. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** In its performance under the Contract, the Company shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Company is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Company is required to pay wages not less than once a week.
10. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145).** In its performance under the Contract, the Company shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as

Contract#:2017001134

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supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the Company is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

11. **Equal Employment Opportunity.** In its performance under the Contract, Company shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Contract#: 2017001134

Amendment#: 4

Vendor#: 121531

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND
RELATED PRODUCTS AND SERVICES**

THIS FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of January 2019, by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The City of Charlotte and the Company agreed to amend the contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The City of Charlotte and the Company agreed to amend the contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
- 2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Fourth Amendment incorporates unit price adjustments as specified in Exhibit A (attached). The aggregate increase of 3.1 percent (3.1%) as specified in Exhibit A and shall become effective on January 1, 2019.
- 4. This Fourth Amendment incorporates freight rate adjustments as specified in Exhibit D and becomes effective on January 1, 2019.
- 5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2017001134

Amendment#: 4

Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

Playcore Wisconsin, Inc. d/b/a GameTime

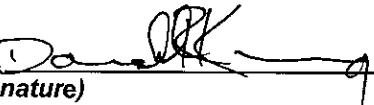
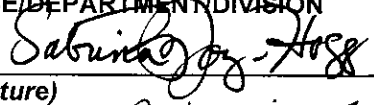
BY: 
(signature)PRINT NAME: Donald R. KingTITLE: Director of Sales AdministrationDATE: December 4, 2018CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISIONBY: 
(signature)PRINT NAME: Sabrina Joy HoggTITLE: Deputy City ManagerDATE: 12/17/18CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENTBY: 
(signature)PRINT NAME: Chrislee GibsonTITLE: Ins MgrDATE: 12/13/18

Exhibit A
Price Adjustments

Contract#:2017001134

Amendment#: 5

Vendor#: 121531

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND
RELATED PRODUCTS AND SERVICES**

THIS FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of April 2019, by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The City of Charlotte and the Company agreed to amend the contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The City of Charlotte and the Company agreed to amend the contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The City of Charlotte and the Company agreed to amend the contract on January 1, 2019 to incorporate price adjustments and freight rate adjustments.
- F. The parties now desire to amend the Contract to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
- 2. Defined terms used in this Fifth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Fifth Amendment incorporates new products and pricing as specified in Exhibit A (attached).
- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2017001134

Amendment#: 5

Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

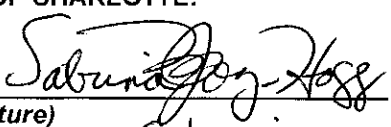
Playcore Wisconsin, Inc. d/b/a GameTime

BY: 

(signature)

PRINT NAME: Donald R. KingTITLE: Director of Sales AdministrationDATE: March 28, 2019

CITY OF CHARLOTTE:

BY: 

(signature)

PRINT NAME: Sabrina Jay HoggTITLE: Deputy City ManagerDATE: 4/2/19

Exhibit A

Revised 2019 Product and Price List #1904

Contract#:2017001134

Amendment#: 6

Vendor#: 121531

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**SIXTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND
RELATED PRODUCTS AND SERVICES**

THIS SIXTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of January 2020 by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The City of Charlotte and the Company agreed to amend the contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The City of Charlotte and the Company agreed to amend the contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The City of Charlotte and the Company agreed to amend the contract on January 1, 2019 to incorporate price adjustments and freight rate adjustments.
- F. The City of Charlotte and the Company agreed to amend the contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties now desire to amend the Contract to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Sixth Amendment by reference.
- 2. Defined terms used in this Sixth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Sixth Amendment incorporates price adjustments for an aggregate increase of 3.2% as specified in Exhibit A.
- 4. This Sixth Amendment incorporates freight rate adjustments as specified in Exhibit D.
- 5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.

Contract#:2017001134

Amendment#: 6

Vendor#: 121531

6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

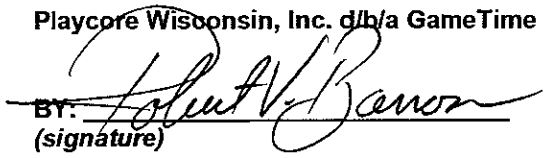
Contract#: 2017001134

Amendment#: 6

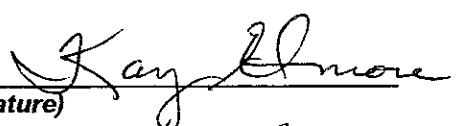
Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

Playcore Wisconsin, Inc. d/b/a GameTime

BY: 
(signature)PRINT NAME: Robert V. BarronTITLE: Senior Vice President of SalesDATE: 12/9/2019

CITY OF CHARLOTTE:

BY: 
(signature)PRINT NAME: Kay ElmoreTITLE: Chief Procurement OfficerDATE: 12/10/2019

Contract#: 2017001134
Amendment#: 6
Vendor#: 121531

Exhibit A
Revised 2020 Price List

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**SEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS SEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Seventh Amendment") is made and entered into this 1st of January 2021, by and between Playcore Wisconsin, Inc. dba GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties now desire to amend the Contract to incorporate new products, price adjustments, freight rate adjustments, and certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Seventh Amendment by reference.
- 2. Defined terms used in this Seventh Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Seventh Amendment incorporates new products and price adjustments for an aggregate increase of 2.5% due to escalation in annual wage, operating overhead, and overall material costs including steel, aluminum, plastic resin, and fasteners as specified in Exhibit A.

Contract #: 2017001134
Amendment #: 7
Vendor #: 121531

4. This Seventh Amendment incorporates freight rate adjustments as specified in Exhibit D.
5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Seventh Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN, INC.
DBA GAMETIME

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

BY: _____
(signature)

PRINT NAME: Clint Whiteside

PRINT NAME: _____

TITLE: Sales Administration

TITLE: _____

DATE: 12/14/2020

DATE: _____



Date Submitted: December 22, 2020

Submitted by: Genetta N. Carothers

Submitter email: gcarothers@charlottenc.gov

Contract #: 2017001134

Amendment #: 7

Contract Name: Playground and Outdoor Fitness Equip., Site Accessories, Surfacing, & Products / Services

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

<https://cnet/kbus/finance/Finance/pm/Pages/Contract-Review.aspx>

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Victoria O. Johnson

Key: f98f2b82106208b08804836a6d996b691

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**EIGHTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS EIGHTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Eighth Amendment") is made and entered into this 16th of March 2021, by and between Playcore Wisconsin, Inc. dba GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021 to incorporate new products, price adjustments, and freight rate adjustments.
- I. The parties now desire to amend the Contract to incorporate a material surcharge and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Eighth Amendment by reference.

Contract#: 2017001134
Amendment#: 8
Vendor#: 121531

2. Defined terms used in this Eighth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The City consents to allow the Company to add a [REDACTED] material surcharge for all Products offered in the *2021 GameTime – OMNIA Partners Master Price List – MPL21A*, [REDACTED] due to escalation in material costs. This surcharge makes the pricing [REDACTED] more than the pricing originally allowed in the current year of the Contract.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2017001134
Amendment#: 8
Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Eighth Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN, INC.
DBA GAMETIME

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

PRINT NAME: Clint Whiteside

TITLE: Manager of Sales Operations

DATE: 3/8/2021

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____



Digital Contract Routing Form

Date Submitted: March 18, 2021

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017001134

Amendment #: 8

Contract Name: Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products and Services

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

CITY OF CHARLOTTE:

eSigned via SeamlessDocs.com
Victoria O. Johnson
 Key: 6662b82106208b08604836a5d96b831

ACCOUNTS PAYABLE:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

The following individual has been designated by the City's Chief Finance Officer to Pre-Audit this Contract on behalf of the City:

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**NINTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS NINTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Ninth Amendment") is made and entered into this 17th of May 2021, by and between Playcore Wisconsin, Inc. dba GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021 to incorporate new products, price adjustments, and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021 to incorporate a [REDACTED].
- J. The parties now desire to amend the Contract to incorporate a material surcharge and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Ninth Amendment by reference.

2. Defined terms used in this Ninth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The City consents to allow the Company to add a [REDACTED] for all Products offered in the 2021 GameTime – OMNIA Partners Master Price List – MPL21A, except for surfacing products and surfacing accessories, [REDACTED]
[REDACTED]
4. Exhibit H of the Contract ("Federal Contract Terms and Conditions) is hereby appended as follows:
 12. *Domestic (U.S.) Procurement Preference. Playcore Wisconsin, Inc. dba GameTime should, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.*
5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 201/001134

Amendment#: 9

Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Ninth Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN, INC.
DBA GAMETIME

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

BY: _____
(signature)

PRINT NAME: Clint Whiteside

PRINT NAME: _____

TITLE: Manager of Sales Operations

TITLE: _____

DATE: 5/7/2021

DATE: _____



Digital Contract Routing Form

Date Submitted: May 25, 2021

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017001134

Amendment #: 9

Contract Name: Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products a

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

CITY OF CHARLOTTE:

eSigned via SeamlessDocs.com
Victoria O. Johnson
 Key: 66f2b82106208b08604836a5d966b891

ACCOUNTS PAYABLE:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

The following individual has been designated by the City's Chief Finance Officer to Pre-Audit this Contract on behalf of the City:

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**TENTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS TENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Tenth Amendment") is made and entered into this 14th of July 2021, by and between Playcore Wisconsin, Inc. dba GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021 to incorporate new products, price adjustments, and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021 to incorporate [REDACTED] material surcharge.
- J. The parties amended the Contract on May 17, 2021 to incorporate [REDACTED] material surcharge.
- K. The parties now desire to amend the Contract to incorporate a material surcharge and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Tenth Amendment by reference.
- 2. Defined terms used in this Tenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The City consents to allow the Company to add [REDACTED] material surcharge for all Products offered in the *2021 GameTime – OMNIA Partners Master Price List – MPL21A* due to escalation in material

costs. This surcharge is in addition to two previous material surcharges that were added by previous amendments. The total surcharge is not to exceed [REDACTED] more than the pricing originally allowed in the current year of the Contract.

4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2017001134
Amendment#: 10
Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Tenth Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN, INC.
DBA GAMETIME

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

BY: _____
(signature)

PRINT NAME: Clint Whiteside

PRINT NAME: _____

TITLE: Manager of Sales Operations

TITLE: _____

DATE: 7/12/2021

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: July 28, 2021

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017001134

Amendment #: 10

Contract Name: Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products a

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via Seamedocs.com
Brent Cagle
Key: 8662b82106208b0860483da5d9d6b831



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
12/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA, Inc.
Two Alliance Center
3560 Lenox Road, Suite 2400
Atlanta, GA 30326
Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321
CN102326389-CAS-GAUWX-20-21

CONTACT NAME: Brenda Young-Epps
PHONE (A/C, No, Ext): (404) 995 3074
E-MAIL ADDRESS: brenda.youngepps@marsh.com
FAX (A/C, No):

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	35378
INSURER B : Travelers Property Casualty Company Of America	25674
INSURER C : ACE Property And Casualty Ins Co	20699
INSURER D : The Travelers Indemnity Company of America	25666
INSURER E : National Union Fire Ins Co. of Pittsburgh PA	19445
INSURER F : Travelers Casualty And Surety Company	19038

INSURED
Playcore Wisconsin, Inc.
dba GameTime
150 PlayCore Drive SE
Fort Payne, AL 35967

COVERAGES
CERTIFICATE NUMBER:

ATL-004719473-16

REVISION NUMBER: 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR \$250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		MKL2PBC000784	08/01/2020	08/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 POLICY AGGREGATE \$ 10,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		TJ-CAP-9D897065TIL-20	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded.: \$1,000 \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 25,000		XOOG71549501 002	08/01/2020	08/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B D F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ N/A	UB-2N106953-20-51-R UB-2N159031-20-51-K UB-7J602089-20-14-G (See Additional Page.)	08/01/2020	08/01/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Umbrella		BE 016159343	08/01/2020	08/01/2021	Each Occurrence 15,000,000 Aggregate 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract 2017001134 at "Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products and Services City of Charlotte, its officers, officials, agents and employees are listed as additional insured with respect to general liability as their interests may appear, during and until completion of the referenced project, on a primary and non-contributory basis via CG 2010, when required by written contract. A Waiver of Subrogation applies in favor of the additional insured on the Workers Compensation policy where required by written contract.

CERTIFICATE HOLDER

City of Charlotte
600 East Fourth Street
Charlotte, NC 28202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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AGENCY CUSTOMER ID: CN102326389

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc.		NAMED INSURED Playcore Wisconsin, Inc. dba GameTime 150 PlayCore Drive SE Fort Payne, AL 35967
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation (Continued):

UB-2N106953-20-51-R (AZ, FL, OR, WI)

UB-2N159031-20-51-K (AK AL CO GA IA IL IN KS KY MD MI MN MO MT NC ND NE NV NY OH OK PA PR SC TN TX UT VA WA WY)

UB-7J602089-20-14-G (AZ CA CO CT FL GA ID IL IN KS MD MI MN MO MT NC NH NJ NM NV NY OK OR PA SC TN TX WV)

POLICY NUMBER: MKLV2PBC000784

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract executed by both parties prior to loss	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**ELEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS ELEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Eleventh Amendment") is made and entered into this 1st of December 2021, by and between Playcore Wisconsin, Inc. dba GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021 to incorporate new products, unit price adjustments and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021 to incorporate a [REDACTED] % material surcharge.
- J. The parties amended the Contract on May 17, 2021 to incorporate a [REDACTED] % material surcharge.
- K. The parties amended the Contract on July 14, 2021 to incorporate a [REDACTED] % material surcharge.
- L. The parties now desire to amend the Contract to add new Products and Services and to incorporate 2022 Master Price List and Freight Rate Schedule and certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Eleventh Amendment by reference.
2. Defined terms used in this Eleventh Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The Pricing Sheets in Exhibit A of the Contract is hereby replaced in its entirety to the adjustments in the 2022 Master Price List which are attached hereto as Exhibit A.1.
4. The Freight Rate Schedules in Exhibit D of the Contract is hereby replaced in its entirety to the adjustments in the 2022 GameTime OMNIA Contract Freight Rates which are attached hereto as Exhibit D.1
5. Section 34 of the Contract ("Required By City Ordinance: Commercial Non-Discrimination") is hereby replaced in its entirety as provided below:

REQUIRED BY CITY ORDINANCE: COMMERCIAL NON-DISCRIMINATION. Playcore Wisconsin, Inc. dba GameTime agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at <http://library.municode.com/index.aspx?clientId=19970> and incorporated herein by reference. Playcore Wisconsin, Inc. dba GameTime consents to be bound by the award of any arbitration conducted thereunder."

6. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
7. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2017001134
Amendment#: 11
Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Eleventh Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN, INC.
DBA GAMETIME

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

BY: _____
(signature)

PRINT NAME: Clint Whiteside

PRINT NAME: _____

TITLE: Manager of Sales Operations

TITLE: _____

DATE: 11/30/2021

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: December 13, 2021

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017001134

Amendment #: 11

Contract Name: Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products a

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Brent Cagle
Key: 668f2b82108208b08604836a5396b891

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**TWELFTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS TWELFTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Twelfth Amendment") is made and entered into this 1st of July 2022, by and between Playcore Wisconsin, Inc., dba GameTime an Alabama corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021 to incorporate new products, unit price adjustments and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021 to incorporate a [REDACTED] % material surcharge.
- J. The parties amended the Contract on May 17, 2021 to incorporate a [REDACTED] % material surcharge.
- K. The parties amended the Contract on July 14, 2021 to incorporate a [REDACTED] % material surcharge.
- L. The parties amended the Contract on December 1, 2021 to add new Products and Services and to incorporate 2022 Master Price List and Freight Rate Schedule.
- M. The parties now desire to amend the Contract to [extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

A G R E E M E N T

1. The terms of the Contract are restated by and incorporated into this Twelfth Amendment by reference.
2. Defined terms used in this Twelfth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Twelfth Amendment extends the Term of the Contract by the first of two (2) two-year renewal terms to expire on June 30, 2024.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2017001134
Amendment#: 12
Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Twelfth Amendment to be executed as of the date first written above.

**PLAYCORE WISCONSIN, INC.
DBA GAMETIME**

**CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE**

BY: 
(signature)

BY: _____
(signature)

PRINT NAME: Clint Whiteside

PRINT NAME: _____

TITLE: Manager of Sales Operations

TITLE: _____

DATE: 4/12/2022

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: April 21, 2022

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017001134

Amendment #: 12

Contract Name: Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products a

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Brent Cagle
Key: 668f2b82108208b08604836a5396b891

Proposal for City of Maywood

Prepared by



04-05-2024
Job # 111594-01

Maywood Park Playground Option 3



805-910-5971 | gwpark.com

Maywood Park Option 2 - Project 111594-01-Opt 2
Maywood, CA



Maywood Park Option 2 - Project 111594-01-Opt 2
Maywood, CA



Maywood Park Option 2 - Project 111594-01-Opt 2
Maywood, CA



Maywood Park Option 2 - Project 111594-01-Opt 2
Maywood, CA



Maywood Park Option 2 - Project 111594-01-Opt 2
Maywood, CA



Maywood Park Option 2 - Project 111594-01-Opt 2
Maywood, CA



Maywood Park Option 2 - Project 111594-01-Opt 2
Maywood, CA



Maywood Park Option 2 - Project 111594-01-Opt 2
Maywood, CA



Maywood Park Option 2 - Project 111594-01-Opt 2
Maywood, CA



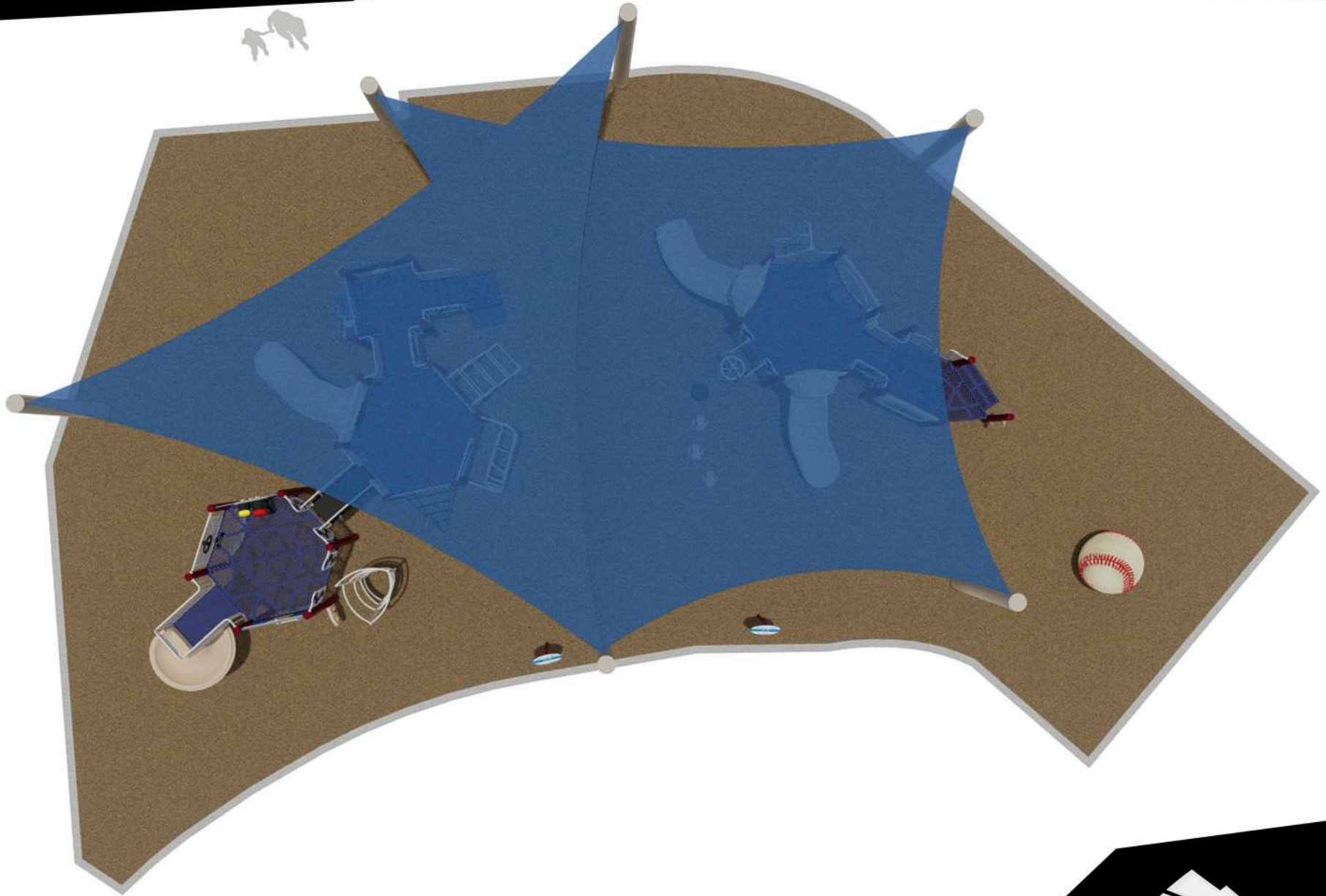
Maywood Park Option 2 - Project 111594-01-Opt 2
Maywood, CA



Maywood Park Option 2 - Project 111594-01-Opt 2
Maywood, CA



Maywood Park Option 2 - Project 111594-01-Opt 2
Maywood, CA



CUSTOM COLOR SELECTIONS

Project: 11594-01-Opt 2
Surfacing:

Approved by: _____

CUSTOM COLORS:

ITEM
Cabling
Shade Posts

COLOR
Black
Champagne

ITEM		COLOR		ITEM		COLOR	
Cabling		Black		Cabling		Champagne	
Shade Posts				Shade Posts			

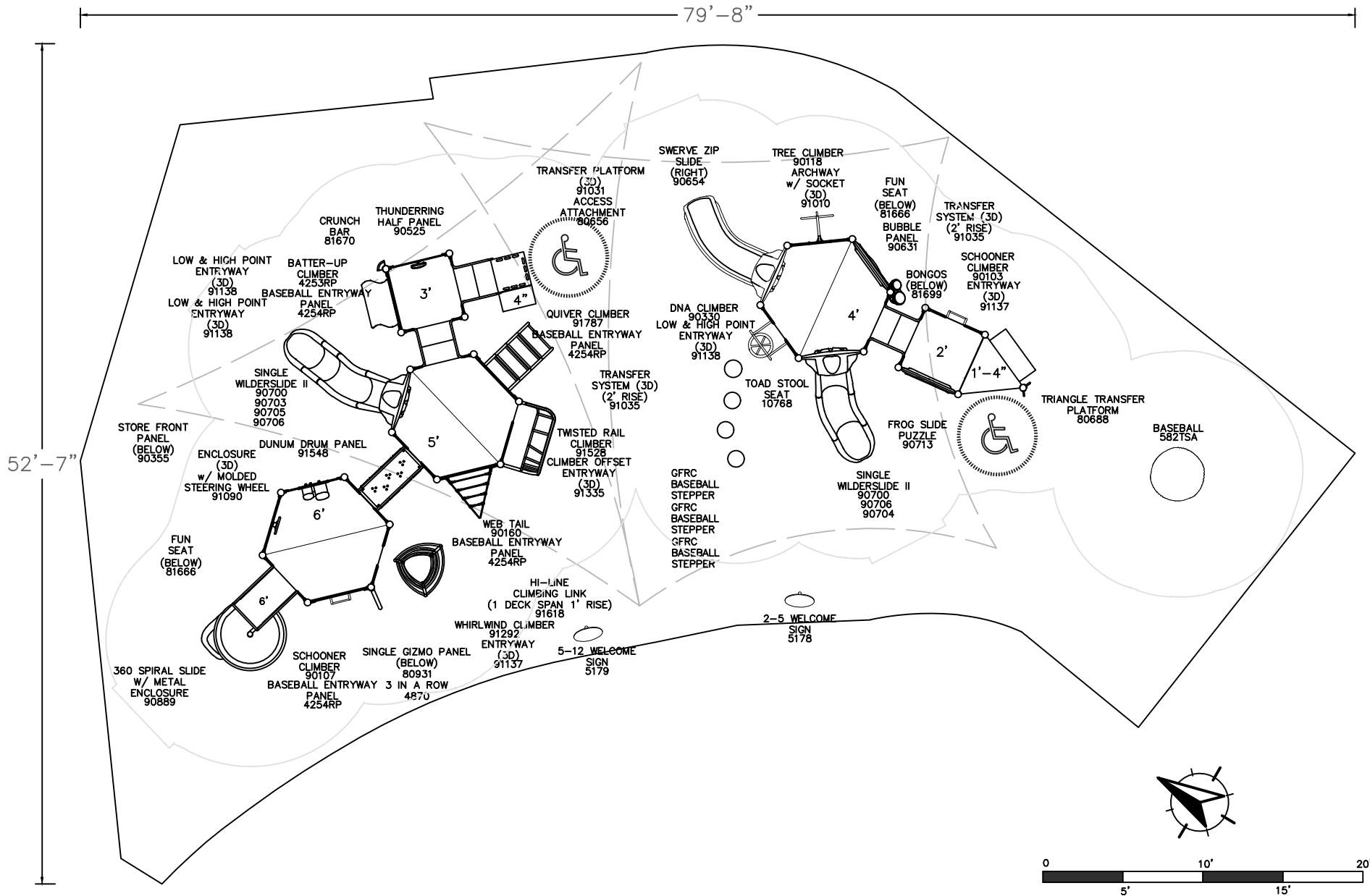
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DECKS				RECYCLED LUMBER			ROCK						
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HANDGRIP				Standard Colors			VISTARPE			Custom Colors													
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PRIMARY							
☐		☐		☐		☐	
☐		☐		☐		☐	

NATURAL							
☐		☐		☐		☐	
☐		☐		☐		☐	



Maywood Park
City of Maywood
Maywood, CA

Representative
Great Western Recreation

SALES REP
BRANDON SEITZ
805-910-5971
BRANDON@GWPARK.COM

Total Elevated Play Components	7/12	-	Required	-
Total Elevated Play Components Accessible By Ramp	-	Required	4/6	
Total Elevated Components Accessible By Transfer	7/12	Required	3/4	
Total Accessible Ground Level Components Shown	3/4	Required	3/4	
Total Different Types Of Ground Level Components	3/3	Required	3/3	

This play equipment is recommended for children ages
2-5, 5-12

Minimum Area Required:
-
Scale: -
This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
QL
Date:
02/28/2024
Drawing Name:
111594-01-Opt3



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

04/08/2024
Quote #
111594-01-04

Maywood Park Playground Option 3

City of Maywood
Attn: Jerry Gomez
4319 E Slauson Avenue
Maywood, CA 90270
Phone: (323) 562-5755
jerry.gomez@cityofmaywood.org

Ship to Zip 90270

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
1	RDU	GameTime - 2-5 Playground Structure- Reference Drawing #111594-01-Opt3	\$36,738.00	\$27,973.52	\$27,973.52
1	RDU	GameTime - 5-12 Playground Structure- Reference Drawing #111594-01-Opt3	\$67,513.00	\$51,978.22	\$51,978.22
1	5178	GameTime - Welcome Sign (2-5)	\$748.00	\$703.12	\$703.12
1	5179	GameTime - Welcome Sign (5-12)	\$748.00	\$703.12	\$703.12
1	4253RP	GameTime - Batter Up Climber, 3'	\$2,080.00	\$2,080.00	\$2,080.00
4	4254RP	GameTime - Baseball Entryway Panel	\$1,640.00	\$1,640.00	\$6,560.00
1	582TSA	Landmark Design GFRC - Baseball Climber	\$13,000.00	\$13,000.00	\$13,000.00
1	668TSA	Landmark Design GFRC - Baseball Steppers, Set of 3- 24" dia x 12" each	\$17,600.00	\$17,600.00	\$17,600.00
1	Shade Sails	Custom Canopies - Shade Sails- Shade 1 41x35x34 tri Shade 2 35x30 hypar	\$9,450.00	\$9,450.00	\$9,450.00
1	INSTALL	Other Products 1 - Mobilize equipment and materials- Prevailing Wages	\$1,925.00	\$1,925.00	\$1,925.00
1	INSTALL	Other Products 1 - Demo and dispose of existing equipment and pour in place rubber surfacing. approximately 2,278 sqft.- Prevailing Wages	\$16,170.00	\$16,170.00	\$16,170.00
1	INSTALL	Other Products 1 - Demo and dispose of existing concrete curb and walkway. approximately 25' linear feet of curb and 120 sqft. of sidewalk.- Prevailing Wages	\$1,925.00	\$1,925.00	\$1,925.00
1	INSTALL	Other Products 1 - Construction of concrete curb 25' linear feet.- Prevailing Wages	\$1,285.00	\$1,285.00	\$1,285.00
1	INSTALL	Other Products 1 - Cut, break, and remove 250 sqft of concrete- Prevailing Wages	\$2,310.00	\$2,310.00	\$2,310.00
1	INSTALL	Other Products 1 - Prep and paint existing (6) posts.- Prevailing Wages	\$3,080.00	\$3,080.00	\$3,080.00
1	INSTALL	Other Products 1 - Installation only of gametime play equipment - refer to drawing 111594-01-opt 3- Prevailing Wages	\$45,950.00	\$45,950.00	\$45,950.00
1	INSTALL	Other Products 1 - Install (2) new shade fabrics.- Prevailing Wages	\$3,080.00	\$3,080.00	\$3,080.00



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04/08/2024
Quote #
111594-01-04

Maywood Park Playground Option 3

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
2530	INSTALL	Other Products 1 - Provide and install pour in place rubber surfacing. 50/50 black and standard color with aromatic binder. excludes designs and graphics. approximately 2,530 sqft. for an avg. cft of 6'- **List price \$58,282.56, discounted per OMNIA Contract Prevailing Wages	\$18.89	\$18.89	\$47,791.70
Contract: OMNIA #2017001134			Sub Total		\$253,564.68
			Estimated Freight		\$8,870.00
			Tax		\$13,329.92
			Total		\$275,764.60

Comments

Your Sales Rep is Brandon Seitz. Please reach out to Brandon at 805-910-5971 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

*****OPTIONAL-To include a Payment and Performance Bond, please add \$4,215 plus tax if applicable.**

Minimum Deposit of \$10,160.50 required for custom GFRC items.

Shipping to site:
4801 E 58th St
Maywood, CA 90270

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Permitting not included, unless otherwise noted.

Customer is responsible for offloading.

Prevailing Wages

Omnia #4001560



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Fort Payne, AL 35967
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04/08/2024
Quote #
111594-01-04

Maywood Park Playground Option 3

Remit Payment to:

GameTime
P.O. Box 680121
Fort Payne, AL 35968

Taxes:

All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided.
If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:

FOB Factory.

Orders:

All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime.
Standard GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships.
Standard orders with equipment, installation and surfacing are requested to be split billed.
Equipment, Taxes & Freight as noted above
Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:

Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.

Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.

Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:

Completed Project Information Sheet (if applicable)

Copies of Payment and Performance Bonds (if applicable)

A 1.5% per month finance charge will be imposed on all past due invoices.

Retainage not accepted.

Orders under \$5,000 require payment with order.

DIR# 1000015526 CSLB#855664

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.



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04/08/2024
Quote #
111594-01-04

Maywood Park Playground Option 3

ACCEPTANCE OF QUOTATION:

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

Purchase Amount: **\$275,764.60**

Date: _____

Signature

Please fill out this [ORDER FORM](#), this is required to process the order.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 14.

DATE: April 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: CALVIN KO, ASSISTANT PLANNER

SUBJECT: REVIEW OF THE CITY OF MAYWOOD'S 2023 (CALENDAR YEAR) HOUSING ELEMENT ANNUAL PROGRESS REPORT

RECOMMENDATION:

Staff recommends that the City Council:

- 1) Receive and file the Housing Element Annual Progress Report for Calendar Year 2023; and
- 2) Direct staff to submit the attached report to the California Department of Housing and Community Development (HCD) as required by Title 25 of the California Code of Regulations.

BACKGROUND:

California law requires each city to adopt a comprehensive, long-term General Plan to guide the physical development of the incorporated city and land outside city boundaries that bears a relationship to its planning activities. The General Plan serves as an outline for future growth and development. As such, the General Plan contains policies and programs designed to provide decision-makers with a solid foundation for land use and development decisions.

State law requires the City to submit an Annual Housing Element Progress Report (APR) to show progress on the General Plan Housing Element every year. Even though the 6th Cycle Housing Element had not been certified in 2022, the city provided the number of units that were finalized during that reporting period by submitting a similar report. In October of 2022, the City Council adopted the Draft 2021-2029 6th Cycle Housing Element, one of the seven mandated elements in the City's General Plan. The draft was submitted to HCD and it was reviewed and certified in December 2023. As part of the Housing Element, the Southern California Association of Governments (SCAG) assigns a Regional Housing Needs Allocation (RHNA) to each jurisdiction within its purview. The City of Maywood's share is 365 units in the 6th Cycle Housing Element. This report provides an update on the housing unit production towards the 6th Cycle numbers and implementation of the current housing programs, which is from January 1 through December 31, 2023. The 2023 Annual Housing Element Annual Progress Report is attached for City Council review.

DISCUSSION:

During the calendar year 2023, the City had a total of nine (9) finalized units that go towards the HCD numbers. These finalized projects consisted of nine (9) Accessory Dwelling Units (ADU). The owners on file for the finalized building permits were contacted to determine what income category these units fell into in the report. All nine (9) units are categorized as above moderate income levels as they are being utilized by family members, so there is no verification method. The income categories and number of units needed in these categories to meet the Regional Housing Needs Allocation for the 6th cycle are very low (55), low (47), moderate (55), and above moderate

(208) income levels. These categories are based on percentages of the area's median household income. Above moderate income is the highest level in the report and the level that the City of Maywood needs to build the most units.

In addition, there have been fourteen (14) ADU permits issued during the calendar year 2023; however, these have not been finalized and therefore are not included in the above count.

After review and upon direction by the City Council, the attached report will be submitted by staff to the California Department of Housing and Community Development (HCD) as required by Title 25 of the California Code of Regulations.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no financial impact to the general fund for this item.

ATTACHMENT(S)

1. 2023 HCD Housing Report - City of Maywood

Jurisdiction	Maywood	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	10/15/2021 - 10/15/2029

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		2
Total Units		2

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	0	0	0
2 to 4 units per structure	0	0	0
5+ units per structure	0	0	0
Accessory Dwelling Unit	1	2	9
Mobile/Manufactured Home	0	0	0
Total	1	2	9

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	0	0
Not Indicated as Infill	2	2

Housing Applications Summary	
Total Housing Applications Submitted:	1
Number of Proposed Units in All Applications Received:	1
Total Housing Units Approved:	1
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions - Applications	
Number of SB 35 Streamlining Applications	0
Number of SB 35 Streamlining Applications Approved	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 35 (2017)	0	0

Ministerial and Discretionary Applications	# of Applications	Units
Ministerial	1	1
Discretionary	0	0

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	16
Sites Rezoned to Accommodate the RHNA	0

[illegible]

Jurisdiction	Maywood	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B Regional Housing Needs Allocation Progress Permitted Units Issued by Affordability														
		1	Projection Period - 06/30/2021- 10/14/2021	2									3	4
Income Level		RHNA Allocation by Income Level		2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	55	-	-	-	-	-	-	-	-	-	-	-	55
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	47	-	-	-	-	-	-	-	-	-	-	-	47
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	55	-	-	-	-	-	-	-	-	-	-	-	55
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Above Moderate		208	-	-	-	2	-	-	-	-	-	-	2	206
Total RHNA		365											2	206
Total Units			-	-	-	2	-	-	-	-	-	-	2	363
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).														
		5											6	7
		Extremely low-Income Need		2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Units to Date	Total Units Remaining
Extremely Low-Income Units*		28		-	-	-	-	-	-	-	-	-	-	28

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

VLI Deed Restricted

VLI Non Deed Restricted

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction		Maywood	
Reporting Year		2023	(Jan. 1 - Dec. 31)
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Accessory Dwelling Units (ADU) Program	Permit at least 15 new ADUS per year during the Planning Period for a total of at least 120 new ADUS.	Continuous	ADU Ordinance is being revises. The City is currently utilizing the State requirements This update will be completed by midyear 2024. General Planning will be updated with new housing elemnt update.
ADU Brochure	Develop a borchure to assist property owners in permitting their ADUs	2024	Pending ADU Ordinance adoption, midyear 2024
ADU Amnesty Program	Program to bring unpermitted ADUs into compliance	2025	Develop ADU Building & Safety Amnesty Program by 2025
Single-Room Occupancy Housing	Seek to permit 2 SRO buildings of 5 or more units during the Planning Period for a total of 10 unis	2024	Zoning amendment completed. The City will seek a nonprofit developer to redevelop city owned property on Slauson Ave. into an SRO
Incetivize ADUs	Provide specialized ADU permit counter assitance	2024	Pending ADU Ordinance adoption, midyear 2024
Residential - Senior and Affordable Housing Overlay	Expand R-SA Overlay District to additoinal properties along commercial corridors	2024	Pending zone text amendment for 20 dwelling units/acre, 2024
CM Zone Residential Infill Program	Work with property owners of identified target areas in CM zone along commerical corridor to develop or to market properties by applying for a zone change to R-SA Overlay.	2024	Update and expand the target areas for R-SA Overlay, 2024

Jurisdiction	Maywood	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table F									
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)									
Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.									
Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 ⁺ . For detailed reporting requirements, see the chcklist here :
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Maywood	NOTE: This table must contain an inventory of ALL surplus/excess lands the reporting jurisdiction owns	Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas
Reporting Period	2023		

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

For Los Angeles County jurisdictions, please format the APN's as follows:9999-999-999

Table H						
Locally Owned Surplus Sites						
Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	Street Address/Intersection	Existing Use	Number of Units	Surplus Designation	Parcel Size (in acres)	Notes
Summary Row: Start Data Entry Below						
6313-001-901	5110 District Blvd.	Industrial		Surplus Land	0.2664	Existing 7200 sq. ft. building in vacant
6313-001-900	5110 District Blvd.	Vacant		Surplus Land	0.018	Vacant parking lot
6313-001-902	5102 District Blvd.	Vacant		Surplus Land	0.2834	Vacant parking lot
6314-024-900	4801 Slauson Ave.	Commercial		Surplus Land	0.3549	Existing 8888 sq. ft. building is vacant

Jurisdiction	Maywood	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Table K
Tenant Preference Policy

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.

Does the Jurisdiction have a local tenant preference policy?	No
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage on their Internet website containing authorizing local ordinance and supporting materials.	
Notes	

Jurisdiction	Maywood	
Reporting Year	2023	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	\$	150,000.00	Total award amount is auto-populated based on amounts entered in rows 15-26.
--------------------	----	------------	--

Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
Accessory Dwelling Unit Ordinance			Completed	None	
Prepare Draft ADU	\$2,000.00	\$2,000.00	Completed	None	
Community Engagement	\$2,000.00	\$2,000.00	Completed	None	
Present Final Draft to City Council	\$1,000.00	\$1,000.00	In Progress	None	
SB35 - Streamlining HSG Construction Guidelines			In Progress	None	
Prapre Draft Guidelines	\$4,000.00	\$4,000.00	In Progress	None	
Present Final Draft to City Council	\$1,000.00	\$0.00	In Progress	None	
Hire COG staff position for LEAP Project	\$1,500.00	\$1,500.00	Completed	None	
Sixth Cycle Housing Element	\$125,000.00	\$125,000.00	Completed	None	
Community Engagement	\$8,000.00	\$8,000.00	Completed	None	
Present Final Draft to City Council	\$5,500.00	\$5,500.00	Completed	None	

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		1
Total Units		1

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 15.

DATE: April 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MOHAMMAD MOSTAHKAMI, PE

SUBJECT: CONSIDERATION OF APPROVAL OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC., FOR A TOTAL AMOUNT NOT-TO-EXCEED \$109,795 FOR CONSTRUCTION ENGINEERING SUPPORT FOR SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS PROJECT

RECOMMENDATION:

Staff recommends that the City Council Approve Amendment No. 3 to Professional Services Agreement with Stantec, for additional professional services for Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements Project and authorize the City Manager to execute the Amendment No. 3 in an amount not-to-exceed \$109,795 in the form approved by the City Attorney.

BACKGROUND:

Slauson Corridor from Atlantic Avenue to Maywood Avenue is consistently congested and is need of congestion relief. Through a previous review, the City's consultant, Stantec, recommended that the Atlantic Avenue and Slauson Avenue Intersection be widened and traffic signals along Slauson be upgraded to enhance traffic safety.

In 2020, staff requested and received funding approval for Project Approval and Environmental Documents (PA/ED) and Design Phase of the project from I-710 Technical Advisory Committee (TAC) and subsequently, received approval from the Metro Board. Consequently, the City and Metro entered into a Funding Agreement dated September 1, 2020, for \$445,000 in Measure R funds, Highway Program. The Funding Agreement was amended to extend the design and environmental timeline on July 19, 2021.

On April 13, 2023, through a Request for Proposal process, the City Council approved a professional services agreement with Stantec Consulting services inc. for providing design, project approval and environmental documents (PA/ED) services. In May 2022, PA/ED and design phase commenced. Due to required additional professional services beyond the original scope of work, two amendments (one for right of way services and another for geotechnical services) were approved through the City Manager's Administrative Authority and City Council approval on September 27, 2023, respectively. The total contract amount, including the two amendments with Stantec is \$506,816.

DISCUSSION:

The project design and CEQA process are complete and the Right of Way acquisition process has begun.

To secure funding for the right of way and construction phases of the project staff made a presentation to I-1710 TAC on June 21, 2023, and requested funding in the amount of \$6,973,150 which was approved by I-710 TAC and subsequently approved by the Metro Board on January 26, 2024. This brings the total Metro funds for this project to \$7,418,150.

Upon conclusion of right of way acquisition, the construction phase will commence with advertising the project plans and specifications for construction bids, and it is essential that required construction engineering support and CEQA related monitoring services during construction phase are in place in advance. The attached Amendment No. 3 covers additional required support services including additional right of way support services, bidding phase support, construction engineering support services, preparation of record drawings as well as biological and paleontological monitoring services in compliance with required monitoring measures specified in the recently adopted CEQA Mitigated Negative Declaration.

Therefore, staff recommends that the City Council approve Amendment No. 3 to the Professional Services Agreement with Stantec for additional professional support services for the Slauson Avenue and Atlantic Boulevard Congestion Relief Improvement Project and further authorize City Manager to execute the Amendment.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

Funding for Amendment No. 3 with Stantec in an amount of not-to-exceed \$109,795 will be covered through Metro Measure R Funding Agreement Amendment No. 2 and is based on reimbursement.

ATTACHMENT(S)

1. Amendment No 3 R
2. Maywood_Slauson_prop_4-16-24 Exhibit A

CONTRACT AMENDMENT NO. 3

Date: 04-16-24

Project: SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS

Contract: SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS

Address: 38 Technology, Suite 200, Irvine, CA 92618

Consultant: STANTEC CONSULTING SERVICES INC. (STANTEC)

Description of Work:

Additional coordination for the right-of-way transfer/acquisition process support services, bid and construction engineering support services, preparation of record drawings, and biological and paleontological monitoring services in compliance with CEQA Mitigated MND per Stantec Proposal dated April 16, 2024, attached herein as Exhibit A.

Contract Impact:

Original Contract Amount:	\$ 399,997.00
Net change by previously authorized Amendment:	\$106,819.00
Total Amended Contract Amount Prior to this Amendment:	\$506,816.00
This Amendment will increase the Contract Amount by	\$109,795.00
Total Amended Contract Amount	\$616,611.00

Effect on Schedule:

Increases/Decreases "time of completion" by	52 weeks
Completion date after this Amendment	N/A

The Contractor is hereby authorized to proceed with this above-described work in accordance with the terms stated above and as set forth in the attached proposal. City and Contractor agree that the execution of this amendment by both parties constitutes a binding agreement and except as provided in this amendment, no adjustment in compensation or time of performance shall be made as a result of the changes(s) described in this amendment. Further, City and Contractor agree and acknowledge that the execution of this amendment constitutes a full and complete resolution of labor, materials, etc. related to the amendment detailed herein. Except as provided in this amendment, all terms and conditions of the contract and all prior amendment remain in full force and effect.

CONTRACTOR APPROVAL:



By: Mohammad, Heiat
Title: Project and Contract Manager

Date:

CITY APPROVAL:

By: Jennifer E. Vasquez
Title: City Manager

Date:



Stantec Consulting Services Inc.
38 Technology Drive, Suite 200, Irvine CA 92618-5312

April 16, 2024
File: 2042639600

Attention: Ms. Jennifer Vasquez, City Manager
City of Maywood
City Clerk's Office
4319 E. Slauson Avenue
Maywood, CA 90270

Dear Ms. Vasquez,

**Reference: SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF
IMPROVEMENTS - ADDITIONAL SERVICES**

Thank you for the opportunity to submit this proposal for additional services for the Slauson Avenue and Atlantic Boulevard intersection improvement project. These services are required for the on-going coordination for the right-of-way transfer/acquisition process support services, bid and construction support services, preparation of record drawings and biological and paleontological monitoring (optional).

This proposal has been prepared according to our current contract for Preparation of PAED & PS&E for Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements project.

We look forward to continuing our professional services relationship with you. If you have any questions or require additional information, please do not hesitate to contact myself or Jeff at the numbers listed below.

Regards,

Stantec Consulting Services Inc.

A handwritten signature in blue ink, reading "Mohammad R. Heiat".

Mohammad Heiat PE
Project and Contract Manager
Phone: 949 923 6962
Cell: 949 322 8083
Mohammad.Heiat@stantec.com

A handwritten signature in blue ink, reading "Jeff Wilkerson".

Jeff Wilkerson PE
Roadway Task Manager
Cell: 949 929 1449
Jeff.Wilkerson@stantec.com

Scope Of Work

The following tasks are included in the scope of work for this project:

Task 1 – Coordination and R/W Acquisition Support Services

We will continue communication with the City and other agencies as necessary and attend meetings or conference calls with the City to discuss and resolve critical project issues. We will continue coordination for the preparation of appraisal reports to support the R/W transfer, including exhibits for City review and approval before acquisition of the proposed R/W from adjacent properties.

As part of this task, we will assist City staff in preparing necessary exhibits for presentation to City Council for approval of the appraisal offers in support of this project. Preparation of new or revisions to the legal descriptions and exhibit plats that already prepared for this project are excluded from this task.

Task 2 – Bid Engineering Support Services

We will provide support during the project bid period, including responding to questions from prospective bidders and preparing bid addenda to the plans and special provisions, as necessary.

Task 3 – Construction Engineering Support Services

During the project construction phase, we will attend the pre-construction meeting, job walk, and periodic job site meetings, as required. We can clarify design-related issues during construction, including responding to RFIs and shop drawing/submittal reviews. All clarifications will be subject to your construction manager's approval. For this task, a total of 140 hours has been assumed for the project.

Task 4 – Record Drawings

We will prepare record drawings for the project using your preferred format. They will be based on redlines provided by your inspector and/or Contractor and will be supplemented with our own revisions noted during construction. We will provide you a PDF of the as-built drawings upon completion of construction.

Optional Items

Task 5 –Biological Monitoring

Stantec will be conducting nesting bird surveys and preparing/implementing an Environmental Awareness Training Program. Our proposed scope of work is described further, below.

Task 5.1 – Nesting Bird Surveys (MM BIO-1)

Because project construction will start during the recognized nesting bird season (Feb 15 – Sep 15), Stantec will provide a qualified biologist(s) to conduct three pre-construction surveys nesting bird surveys at the project site. The surveys will be conducted three days apart with the last survey no more than three days prior to the start of construction. The surveys will be conducted within 500 feet of all project areas. Should nesting birds be found, an exclusionary buffer will be established by the qualified biologist(s). The buffer may be up to 500 feet in diameter depending on the species of nesting bird found. This buffer will be depicted on a geographic information system (GIS) based figure.

Upon completion of the survey event, Stantec will provide a brief survey memorandum detailing the results of the surveys and a list of all species observed; the above referenced GIS figure will also be included (if active or inactive nests are found).

If an active nest(s) is found the nest must be monitored until the young have fledged or the nest is determined to no longer be active. Stantec has not provided scope for nest monitoring but can provide upon request.

Deliverables: Draft and Final Survey Memorandum

Task 5.2 – Environmental Awareness Training (MM BIO-2)

Stantec will conduct Worker Environmental Awareness Training (WEAP) for all contractor personnel that will be on-site during the course of the project. This will include the preparation of a WEAP presentation suitable for conducting the training tailgate style at the project site. This scope/cost includes one initial training event for all project personnel on the first day of construction or on a pre-determined date prior to the start of construction. Additional trainings beyond those described above would require additional scope and cost. Stantec will maintain a sign-in-sheet/log of all personnel that receive the WEAP training.

Deliverables: Sign-in-sheet/log of WEAP trained personnel and digital copy of the WEAP presentation.

Assumptions

- Stantec does not propose to conduct any protocol plant or wildlife surveys as part of this scope of work.
- This scope/cost does not include the monitoring of any active nests; Stantec can provide a separate scope and cost for these services upon request.
- Stantec will respond to one round of consolidated comments on each the draft survey memorandum and the draft WEAP.
- This scope assumes a total of one WEAP training event.

Task 6 – Paleontological Resources Monitoring Support

Stantec has developed the following scope of work to assist the City with paleontological mitigation services in compliance with the project's paleontological mitigation measures. No state or federal permits, funding, or approvals are required for this paleontological mitigation support. All paleontological work described below will be conducted to the standards of the Society of Vertebrate Paleontology (SVP) by appropriately qualified paleontologists in order to reduce potential impacts to fossil resources to less-than-significant, in accordance with the CEQA Appendix G checklist.

Task 6.1 – Paleontological Resources Monitoring and Mitigation Plan (PRMMP)

Stantec will use existing paleontological resources studies and geotechnical studies to develop a PRMMP tailored to project plans designed to reduce potential impacts to paleontological resources to a less-than-significant level. The plan shall include a description of the planned work; a description of the level of monitoring required for all ground-disturbing activities throughout the project area, including any necessary sampling for small fossils; guidelines for a worker training program; and methodologies to be followed in the event of a fossil discovery, including: work stoppage or redirection; assessment of the find's significance by a qualified paleontologist; documentation of fossils; salvage and curation of significant fossils; and the appropriate level of reporting following completion of ground disturbance.

Deliverable: One draft of PRMMP submitted electronically to the City for one round of comments and revision, followed by a final PRMMP.

Task 6.2 – Worker Environmental Awareness Program

Stantec will develop a paleontological WEAP training to be delivered to the construction crew by the paleontologist or their designee at a preconstruction meeting. This training will include information on the legal protection of fossil resources, the types of fossils that might be encountered in the project area during construction, steps to follow in the event of a fossil discovery, and safety information for working with

paleontological monitors on site. Training materials from the WEAP in the form of handouts will be provided to site personnel for future training of additional workers. A sign in sheet will be collected to document the training and attendees.

Deliverables: Handouts of the WEAP training for distribution to construction staff.

Task 6.3 – Paleontological Resources Monitoring

A Stantec paleontological monitor, working under the supervision of a paleontological principal investigator (PI), will conduct paleontological monitoring of ground disturbing activities that exceed 10 feet in depth across the project area, in accordance with the Project's mitigation measures. The paleontological PI may reduce the level of monitoring should subsurface conditions indicate a low likelihood of fossil preservation.

Paleontological monitors will be equipped with data recording equipment (GPS, camera, etc.), basic fossil recovery equipment (hand tools, brushes, consolidant, jacketing materials), personal protective equipment as indicated for the project site, and will complete daily logs documenting construction activities, observations of subsurface conditions, and any communications with the crew. Monitoring will include inspection of exposed rock units and spoils piles during active excavations within sensitive geologic sediments.

Stantec has included costs for 10 days of paleontological monitoring to be conducted by a single monitor per day. Should additional monitoring or site visits by the PI be required, Stantec can provide them with a change order.

Task 6.4 – Paleontological Resources Monitoring Report

At the conclusion of ground disturbing activities, the paleontological PI will oversee drafting of a paleontological resource monitoring report (PRMR) that describes the monitoring program and results of the monitoring, including a summary of the daily field logs. For the purposes of costing, it is assumed that paleontological resources will not be encountered during project construction, and this will be a negative findings report.

Deliverables: One draft PRMR submitted to the City electronically for one round of comments, followed by a final PRMR submitted electronically.

Assumptions:

- Stantec assumes one round of review for all deliverables, followed by electronic delivery of the final reports.
- Stantec assumes an 8-hour on-site workday Monday through Friday with one additional hour of overtime for drive time and paperwork completion; no additional overtime (any work in excess of eight (8) hours per day or 40 hours per week), holiday, or weekend work is included.
- Stantec assumes that the results of monitoring will be negative, if paleontological resources are identified, the recordation, collection, identification, salvage, curation and analysis will be covered under a separate scope of work.
- Stantec assumes WEAP training will require no more than four (4) hours to conduct in a single site visit and that no more than one (1) training will be required.
- Stantec assumes that the City will notify Stantec of the weekly excavation schedule with at least one-week notice. Changes to the schedule with less than 24 hours' notice may incur additional expenses. Should the monitor report for scheduled work that has been cancelled without notification, 4 hours of work time and mileage will be billed.
- No project-specific safety training or HAZWOPER training will be required for Stantec staff.
- Costs for the final PRMR are based on the assumed 10 days of onsite monitoring. Additional monitoring days will require additional reporting efforts, to be covered by a change order.

Fee

Our proposed fixed fee to complete Tasks 1 through 6 is \$109,795 including the optional item, based on the breakdown of the fees shown in the attached Exhibit 1.

Exclusions

Items not specifically identified in the scope of service sections of this proposal are to be excluded from this work effort and would be considered additional services. Such services would include, but are not limited to, the following:

- Plan revisions and additional exhibits or documents not specifically outlined herein.
- Construction Staking Services
- New or Additional Boundary Monuments
- Subdivision Mapping / Lot Line Adjustments / Certificates of Compliance
- Inspection and monitoring services, except as noted.

**Slauson Ave and Atlantic Blvd
Additional Services
City of Maywood**

Description Consultant Services		PIC, QA \ QC 17	Sr. Project Manager 16	Project Manager/Paleo P1 15	Project Engineer 13	Sr. GIS Tech/Paleo QC 12	GIS Tech 11	Asst Engineer/Project Coord 9	Paleo 1 08	Level 07	HSSE/Monitor 06	Total Hours	Direct Cost/Reimb.	Total Cost
Hourly Rate		\$272	\$263	\$231	\$196	\$187	\$181	\$163	\$152	\$146	\$138			
1	Coordination and R/W Acquisition Support Services	24	14		20			12				70		\$ 16,086
2	Bid Support Services	8	12		36			12				68		\$ 14,344
3	Construction Support Services	40	48		40			12				140	\$ 1,000	\$ 34,300
4	Record Drawings	2	4		8			24				38		\$ 7,076
														\$ -
														\$ -
														\$ -
Hour Total		74	78		104			60				316		
Fee Subtotal		\$ 20,128	\$ 20,514		\$ 20,384			\$ 9,780					\$ 1,000	\$ 71,806
OPTIONAL TASK														
5.1	Biological Nesting Bird Surveys		1				6	30		26		63	\$ 100	\$ 10,135
5.2	Biological WEAP		2				1	8		4		15	\$ 50	\$ 2,645
6.1	Paleontological PRMMP			6		3	4		8			21		\$ 3,887
6.2	Paleontological WEAP			3				2	2		6	11	\$ 34	\$ 1,859
6.3	Paleontological Monitoring Support			2		2	4	1	2		80	91	\$ 335	\$ 13,402
6.4	Paleontological PRM Report			8		3	4		12		8	35		\$ 6,061
														\$ -
Hour - Subtotal			3	19		8	19	39	24	30	94	236		
Optional - Fee Subtotal		\$ -	\$ 789	\$ 4,389	\$ -	\$ 1,496	\$ 3,439	\$ 6,357	\$ 3,648	\$ 4,380	\$ 12,972		\$ 519	\$ 37,989
PROJECT TOTAL =		\$ 20,128	\$ 21,303	\$ 4,389	\$ 20,384	\$ 1,496	\$ 3,439	\$ 16,137	\$ 3,648	\$ 4,380	\$ 12,972	\$ -		\$ 109,795

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 16.

DATE: April 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ROXANNE DIAZ, CITY ATTORNEY

SUBJECT: REINTRODUCTION AND WAIVER OF FULL READING OF ORDINANCE NO. 24-02
AN ORDINANCE OF THE CITY OF MAYWOOD ADDING SUBSECTION 4070.120 TO
CHAPTER 4070 OF THE MAYWOOD ZONING ORDINANCE TO ESTABLISH
CRITERIA FOR ACCESSORY DWELLING UNITS

RECOMMENDATION:

Staff recommends the City Council reintroduce Ordinance No. 24-02 by title only and waive full reading of Ordinance 24-02, an Ordinance of the City of Maywood adding Section 4070.120 to Chapter 4070 of the Zoning Code to establish criteria for accessory dwelling units.

BACKGROUND:

This ordinance was introduced by the City Council at the February 28, 2024 City Council meeting. The ordinance amends the Maywood Zoning Code to add a new subsection 4070.120 to Chapter 4070 to establish criteria for accessory dwelling units (ADU) in the City.

DISCUSSION:

The proposed ordinance is before the City Council for re-introduction. After its first reading, staff determined that the ordinance included an additional sentence regarding locations of ADUs that should have been deleted. Although this could be treated as a typographical error, staff is requesting that the ordinance be reintroduced.

LEGAL REVIEW:

The City Attorney prepared this report.

FISCAL IMPACT:

There is no fiscal impact with the approval of this report.

ATTACHMENT(S)

1. Ordinance 24-02 Accessory Dwelling Units

ORDINANCE NO. 24-02

AN ORDINANCE OF THE CITY OF MAYWOOD ADDING SUBSECTION 4070.120 TO SECTION 4070 OF THE MAYWOOD ZONING ORDINANCE TO ESTABLISH CRITERIA FOR ACCESSORY DWELLING UNITS

WHEREAS, the City of Maywood (“City”) desires to adopt an accessory dwelling unit ordinance reflecting the state legislative changes that went into effect on January 1, 2023, as enacted under SB 897 and AB 2221 regarding Accessory Dwelling Units (“ADUs”) and Junior Accessory Dwelling Units (“JADUs”) (“Zoning Ordinance”); and

WHEREAS, the City desires to retain local control to the maximum extent permitted by California Government Code Section 65852.2; and

WHEREAS, ADUs and JADUs are a unique opportunity to provide much-needed affordable housing opportunities to address the ever-growing need for housing in Maywood and across the State; and

WHEREAS, the City of Maywood desires to adopt the Zoning Ordinance in order to establish criteria and a streamlined process for permitting accessory dwelling units and issuing permits as described in the title of this resolution;

WHEREAS, the proposed Zone Text Amendment has been fully evaluated and considered with respect to the City’s General Plan; and

WHEREAS, the Maywood Planning Commission conducted a noticed public hearing on January 30, 2024, at which time it received public testimony concerning Zone Text Amendment and recommend City Council approval;

WHEREAS, the Maywood City Council conducted a noticed public hearing on February 28, 2024, at which time it received public testimony concerning ZTA 24-01;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 4070, “Development Standards Applicable To All Districts” is hereby amended to adopt a new Subsection which shall read as follows:

4070.120. – Accessory Dwelling Units and Junior Dwelling Units

A. Purpose

The Purpose of this chapter is to establish the procedures for the development of Accessory Dwelling Units (ADUs) on lots zoned to allow single-family or multi-family dwelling residential uses in compliance with California Government Code Section 65852.150.

B. Definitions

1. Primary Dwelling is an existing or proposed residential structure and includes both livable and non-livable areas. Detached structures, such as a detached garage, are not considered part of the primary dwelling.
2. Accessory Dwelling Unit ("ADU") means an attached, detached, or converted dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An ADU shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single- or multi-family primary dwelling. An ADU also includes the following: an efficiency unit as defined in Section 17958.1 of the Health and Safety Code and a manufactured home as defined in Section 18007 of the Health and Safety Code. Accessory dwelling units may be attached to the primary dwelling unit, detached from the primary dwelling unit, or involve the conversion of floor area of an existing structure.
3. ADU Ordinance means Chapter 4070.120 and all objective standards applicable to ADUs contained in Title 4070.120.
4. Detached ADU is an ADU that is within an independent structure entirely separate from the primary dwelling unit and other accessory structures.
5. Attached ADU is an ADU that is attached to the primary dwelling unit and constructed as a physical expansion of the primary dwelling unit.
6. Converted ADU is an ADU that is constructed within the walls of the primary dwelling unit or an existing detached structure (including the conversion of an existing attached or detached garage into an ADU).
7. Junior Accessory Dwelling ("JADU") is a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A JADU may include separate sanitation facilities or may share sanitation facilities with the existing dwelling unit. The JADU shall include a separate entrance from the main dwelling.
8. Accessory Structure means a structure that is accessory and incidental to a dwelling on the same lot.

C. General Provisions

1. Effect of Consistency
An ADU or JADU that conforms to the requirements of this chapter is:
 - a) Deemed consistent with the allowable density for the lot upon which such unit is proposed to be established.
 - b) Deemed consistent with the existing general plan and zoning designation for the lot.
2. Exceptions to Ministerial Review.

Discretionary review may be required for ADU and JADU applications that deviate from the objective standards of this chapter may still be permitted but shall not qualify for ministerial review. Such applications shall be subject to applicable design review, variance, and other entitlements pursuant to Title 4070.120.

3. Processing Time

Zoning plan check shall be required for compliance with applicable zoning regulations and applicable building and construction requirements as set forth in Title 8 (Buildings Regulations) and Title 6 (Sanitation and Health).

- a) Ministerial Review Time. Except as set forth in Paragraph (2) below, applications must be approved or denied within 60 days from the date the City receives a complete application if there is an existing single- or multi-family dwelling on the lot or the application shall be deemed approved. Where an application deviates from the objective standards of this Chapter, the application may be reviewed pursuant to the procedures of Section 4070.120 (C)(2) Exceptions to Ministerial Review.
- b) If the applicant requests a delay, the 60-day period shall be tolled for the period of the delay.
- c) Exception to Review Time. If the permit application to create a purely ministerial ADU or JADU is submitted with an application to construct a new dwelling, the following shall apply:
 - i. The ADU or JADU shall not be subject to the 60-day approval period but shall instead be subject to the approval period for the new dwelling. However, the ADU and JADU itself shall be considered without a public hearing.
 - ii. An ADU or JADU may only be constructed concurrently with or after the construction of a new dwelling unit on the same lot. A certificate of occupancy for an ADU shall not be issued prior to the certificate of occupancy for the new primary dwelling unit.
- d) The City shall not deny a permit to an unpermitted ADU or JADU that was constructed before January 1, 2018 due to violations of building standards or this chapter provided that correction of the violation is not necessary to protect the health and safety of the public or the occupants of the structure. This provision shall not apply to substandard buildings.
- e) If the City denies an application for an ADU or JADU, a full set of comments shall be included with the denial listing the items that are defective or deficient and shall describe how the application can be remediated by the applicant.

4. Precedence in Provisions

Applications shall comply with the objective standards outlined in this Chapter and the zoning district in which the ADU or JADU is located. In the event of a conflict between the development standards set forth in the zone and the standards of this Chapter, the provisions of this chapter shall take precedence.

D. Development Standards

Unless a stated exception applies, ADUs and JADUs must comply with the development standards set forth in this section.

1. Location

ADUs and JADUs may only be located in the following locations:

Lots zoned to allow single- or multi-family dwelling residential use and that include an existing or proposed single- or multi-family dwelling.

2. Lot Area

There is no minimum lot area to establish an ADU or JADU.

3. Number of Units

A lot may have no more than one ADU (attached, detached, or converted) and one JADU, except for multi-family lots as described in Subsection (4)(c) below.

4. Guaranteed Allowance

The following types of ADUs and JADUs require compliance with the subsection D and other development standards do not apply.

- a) Attached or Detached ADUs: One attached or detached ADU up to 850 square feet of floor area or 1,000 square feet of floor area for ADUs providing more than one (1) bedroom and four (4) foot minimum side and rear yard setbacks.
- b) Converted ADUs: One (1) ADU and JADU that is within the proposed or existing space of a primary dwelling or an accessory structure. A converted ADU may include expansion of up to 75 square feet for any use beyond the same dimensions as the existing structure. Accessory structures may include an additional expansion of up to 150 square feet to accommodate ingress and egress. A converted JADU must be entirely within the existing habitable space of an existing primary dwelling unit. Converted ADUs and JADUs shall comply with the following:
 - i. The space has exterior access from the proposed or existing single-family dwelling
 - ii. The side and rear setbacks are sufficient for fire and safety.
 - iii. The JADU complies with the requirements of section 65852.22.
- c) Multi-family lots
 - Either converted or detached ADUs are allowed, but not both.
 - i. Converted ADUs: A minimum of one ADU may be converted from livable or non-livable space. Additional ADUs may be converted within the portions of existing multi-family dwelling structures that are not used as livable space, including but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages up to a maximum of 25% of the existing multi-family dwelling units. A converted JADU must be entirely within the existing habitable space of an existing multi-family dwelling unit. Each ADU shall comply with building code standards for dwellings.
 - ii. Detached ADUs: Not more than two ADUs that are located on a lot that has an existing multi-family dwelling, but are detached from that multi-family

dwelling, are subject to 18 foot maximum height and 4 foot side and rear setbacks.

d) Allowable Heights

All ADUs and JADUs shall be subject to the following height limitations:

- i. 18 feet for a detached ADU on a lot with an existing or proposed single- or multi-family dwelling unit. An additional two (2) feet in height shall be permitted to align the roof pitch with that of the primary dwelling unit.
- ii. The zoning code height limitation applicable to the primary dwelling for an attached ADU.

e) Utility Connections

ADUs and JADUs permitted under 4070.120 shall not be considered new residential uses for the purposes of installing a new or separate utility connection between the ADU and JADU and the utility; or calculating connection fees or capacity charges for utilities, including water and sewer service, unless the accessory structure is constructed with a new primary dwelling.

5. ADUs and JADUs Not Subject to Section 4070.120(D)(4) Guaranteed Allowance

a) Minimum and Maximum Size

ADUs shall comply with the following minimum and maximum size limitations:

- i. Minimum size for ADU and JADU: 150 square feet ("efficiency unit" per California Health and Safety Code Section 17958.1).
- ii. Maximum size for ADUs: 850 square feet for studios and one bedrooms and 1,000 square feet for ADUs with more than one bedroom and/or ADUs that are ADA compliant.
- iii. Maximum size for JADU: 500 square feet

b) Height for New Structures

- i. The height limit for attached and detached ADUs is set forth in Section 4070.120(4)(D). ADUs above the height limitations shall be subject to design review in accordance with Section 5130 Design Review.
- ii. Building height shall be measured from the vertical distance from any point on the finished roof surface to the finished floor surface of the lowest floor measured directly below or to the natural or finished grade, whichever is more restrictive or lower. If the entire lowest floor, measured from the finished floor surface of the floor above, is located completely below natural or finished grade, whichever is more restrictive, then the building height shall be measured to the top of the finished floor of the next level directly above that subterranean level. The height limit shall include roof chimneys, vents, mechanical enclosure, stairways, and other such structural elements required for the operation of the building.

c) Setbacks for Attached or Detached ADUs:

- i. Interior side and rear setbacks: a minimum of 4 feet.
- ii. Nonconforming structure: ADUs that are converted within an existing legally non-conforming structure may maintain the non-conforming setbacks. Any expansions beyond the dimensions of the existing legally non-conforming structure shall comply with the above setbacks.

- d) **Space Between Buildings**
The space between a detached ADU and another structure shall be the minimum necessary to comply with the Building and Fire Code.
- e) **Design Standards**
Standards set forth in this section apply to the exterior of any ADU. Applications shall demonstrate compliance with the following:
 - i. **Architectural Standards:** The exterior materials and finish, color scheme, and roof design, and pitch of an ADU above 12' feet in height shall match the primary dwelling building if an ADU is visible from any public or private roadways, excluding alleys.
 - ii. **Lighting:** Outdoor lighting must be hooded, fully shielded, and aimed downward. Light trespass that results in glare is prohibited.
 - iii. **Outdoor Living Space:** Covered exterior porches, decks, patios, and other outdoor living spaces attached to the ADU shall comply with the height, setbacks, and design standards above and are limited to 20% of the maximum floor area of the ADU. Elevated decks more than 3 feet above adjacent existing grade shall require design review. Roof decks shall be prohibited.

E. Additional Standards

- 1. **Access**
The ADU or JADU shall have independent exterior access from the primary dwelling. Interior access between the ADU or JADU and the primary dwelling is allowed. Interior access between a JADU without a separate bathroom must have interior access per Section 4070.120 (E)(7) below.
- 2. **Addresses**
The addresses of both the primary building and ADU shall be clearly visible from the public right-of-way.
- 3. **Deed Restriction**
JADUs shall require the recordation of a deed restriction, which shall run with the land, that includes the following:
 - a) A prohibition on the sale of the JADU separate from the sale of the primary dwelling, including a statement that the deed restriction may be enforced against future purchasers.
 - b) A restriction on the size and attributes of the JADU that conforms with this chapter.
- 4. **Fire Sprinklers**
All types of ADUs and/or JADUs shall not be required to provide fire sprinklers if they are not required for the primary dwelling. A JADU shall not be considered a separate or new residential unit. Fire sprinklers may be utilized as mitigation in an alternate materials and methods proposal to provide equivalency when compliance with the California Fire Code Requirement is not feasible.
- 5. **Historic Resources**
ADUs and/or JADUs within or proposed to be within a structure listed on the California Register of Historic Resources shall meet all Secretary of the Interior Standards, as applicable.

6. Kitchen
 - a) ADUs shall contain a full kitchen.
 - b) JADUs shall contain an efficiency kitchen, which includes a cooking facility with appliances and a food preparation counter and storage cabinets that are of reasonable size of the JADU.
7. JADU Bathrooms

JADUs without a separate bathroom just have a separate entrance from the main entrance to the structure and an interior entry to the main living area.
8. Nonconformities

Conversions or reconstruction of legal nonconforming structures to ADUs or JADUs shall not be required to correct nonconforming zoning conditions. Conversions of legal nonconforming structures shall be required to meet all current building, electrical, and fire code standards. Nonconformities in the existing primary structures shall not be required to be corrected during or as a condition of approval of an application for an ADU or JADU.
9. Owner Occupancy for JADUs

For JADUs only, the property owner shall permanently reside, as evidenced by documentation satisfactory to the City, in either the primary dwelling or the JADU.
10. Passageway

No passageway shall be required for ADUs and/or JADUs. For the purposes of this section, “passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU and/or JADU.
11. Rental Unit

The ADU or JADU shall not be rented for a period of less than thirty (30) consecutive calendar days.
12. Sale

The ADU shall not be sold or otherwise conveyed separate from the primary residence unless specifically permitted by State law.
13. Vehicular Access

The ADU and JADU shall utilize the same vehicular access that serves the primary buildings, unless the Fire Department and the Public Works Department find that a secondary access will not degrade existing safety or traffic concerns. An ADU and/or JADU with new vehicular access to streets or alleys is subject to design review.
14. Demolition Permits

When a garage, carport, covered parking structure, or other accessory structure is demolished in conjunction with the construction of an ADU or converted into an ADU, the demolition permit for the garage, carport, covered parking structure, or other accessory structure shall be reviewed at the same time as the ADU application.

F. Utility Connections and Fees

All ADUs and JADUs shall connect to public utilities, including but not limited to, water, electric, and sewer services.

1. New Construction

The City may require a new a separate utility connection directly between the ADU and the utility. Consistent with California Government Code Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed ADU, based upon either its square footage or the number of its drainage fixture unit (DFU) values, as defined in the current adopted California Plumbing Code, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

2. **Impact Fees**

No impact fees shall be imposed to an ADU less than 750 square feet in size. Any impact fees charged for an ADU of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling.

G. Affordable Housing Unit

1. In order to encourage ADUs to provide affordable housing as defined by the California Department of Housing and Community Development (HCD), the following described fee refunds shall be available. In order to obtain the incentive, the property owner must limit by deed restriction, covenant, and/or other instrument the occupancy of the ADU, based on the income limits and applicable rental rates established annually by the State of California. The City may impose conditions and penalties for noncompliance with the affordability restrictions. If the owner has requested the incentives in this section, prior to the issuance of a building permit, the property owner shall record a deed restriction with the County Recorder's Office, the form and content of which is satisfactory to the City Attorney. The deed restriction document shall notify future owners of prohibition restrictions on short-term rentals and annual reporting requirements. The deed restriction shall remain in effect for a minimum of ten (10) years.
2. Incentives: All City planning, zoning, and impact fees shall be refunded after building permit final, excluding consultant review fees.

H. Accessible Housing Unit

Notwithstanding any ordinance or regulation mandating the payment of building, planning, and/or zoning permit fees, and in order to encourage the use of ADUs to provide accessible housing units as defined by the U.S. Department of Housing and Urban Development (HUD) Section 504, all City planning, zoning, and impact fees shall be refunded after building permit final, excluding consultant review fees and impact fees pursuant to Government Code Section 66000 et seq.

I. Notification

No public notice or hearing shall be required unless the ADU and/or JADU do not meet the standards of this chapter or requires a discretionary permit. The noticing and appeal requirements shall follow the requirements of the discretionary permit.

J. Code Enforcement Amnesty

Delay in Enforcement. The City, until January 1, 2030, shall include in a notice to correct a violation of any provision of any building standard relating to an ADU or a JADU a statement that the owner of the unit has a right to request a delay in enforcement pursuant to the following:

1. The ADU or JADU was build before January 1, 2020.
2. The ADU was built on or after January 1, 2020, at the time the ADU was built, had a noncompliant ADU ordinance, but the ordinance is compliant at the time the request is made.
3. The owner of such an ADU that receives a notice to correct violations or abate nuisances must apply to the City requesting that enforcement of the violation be delayed for five (5) years on the basis that correcting the violation is not necessary to protect health and safety. Examples of violations that require correction include, but are not limited to, gas line connections, electrical wiring of improper size and terminations, no venting for mechanical equipment, no natural light and ventilation, and structural stability.

The Director shall grant the delay in enforcement if the Director determines that correcting the violation is not necessary to protect health and safety, including but not limited to, building standards and fire and safety standards.

Section 2. California Environmental Quality Act (CEQA) Determination.

The proposed Zoning Ordinance is not subject to CEQA because the adoption of this Zoning Ordinance is not a “project” pursuant to Section 15060 (c)(3) of Title 14 of the California Code of Regulations. Specifically, this Zoning Ordinance only establishes criteria and a streamlined process for permitting accessory dwelling units and issuing permits and is merely authorizing administrative activities which will not result in a direct or reasonably foreseeable indirect physical change in the environment.

Section 3. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, without regard to whether any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 4. Effective Date of Ordinance. This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

Section 5. Certification and Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted in the manner prescribed by law.

PASSED, APPROVED, AND ADOPTED, this 28th day of February, 2024.

AYES:

NOES:

ABSENT:

ABSTAIN:

Eddie De La Riva, Mayor

ATTEST:

Brian E. Juarez, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

AGENDA REPORT
CITY OF MAYWOOD



AGENDA ITEM NO. 17.

DATE: April 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, ADMINISTRATIVE ANALYST

SUBJECT: CONSIDERATION OF APPROVAL OF MUNICIPAL SERVICES AGREEMENT WITH THE COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL (DACC) FOR ANIMAL CARE AND CONTROL SERVICES FOR FISCAL YEARS 2024-2029

RECOMMENDATION:

Staff recommends that the City Council approve the proposed Municipal Service Agreement with the County of Los Angeles Department of Animal Care and Control (DACC) for Animal Care and Control Services for Fiscal Years 2024-2029 and authorize the City Manager to execute the agreement in a form approved by the City Attorney.

BACKGROUND:

The City of Maywood contracts with the County of Los Angeles Department of Animal Care and Control (DACC) to coordinate essential animal care services. This contractual agreement encompasses a range of services, notably kennel facilities for dogs, cats, and other animals. Additionally, the contract consists of field services, medical care, on-call support for emergency situations, overnight accommodations, deceased animal management, licensing, and efforts towards reuniting lost pets with their owners.

In 2015, the Los Angeles County Board of Supervisors initiated a comprehensive study of the Department of Animal Care and Control (DACC) cost structure and billing methodology. It was determined that the current charges were insufficient for cost recovery. Consequently, a revised billing methodology was proposed. These findings were communicated to all cities in 2018. Responding to cities' concerns regarding potential rate increases, a subsequent independent review was conducted, with results shared in 2020. The recommendation was for DACC to adopt the new methodology starting in Fiscal Year (FY) 2020–21. However, due to the COVID-19 outbreak and its economic impact on the County, implementation was postponed until FY 2021–22, scheduled to commence on July 1, 2021.

	Fiscal Year	City Cost	DACC Subsidy
Year 1	FY 2021-22	50%	50%
Year 2	FY 2022-23	60%	40%
Year 3	FY 2023-24	70%	30%
Year 4	FY 2024-25	80%	20%
Year 5	FY 2025-26	90%	10%
Year 6	FY 2026-27	100%	0%

At the time of the last approval of the LA County Animal Services contract in FY 2019, there had been a significant change in the cost structure. Initially, the City Cost-DACC Subsidy covered half of the cities' five-year contract expenses. However, the County has since increased its service fees with the implementation of a 10% annual rate increase for cities, beginning in FY2021, with the aim of cities covering all costs by FY 2026–27. The County Auditor-Controller sets the County's rates and adjustments, which are subject to annual adjustments as outlined in the Six-Year Step-Up Plan table above. Consequently, unpredictable costs have been incorporated into the City's annual expenditures to fulfill the County contract.

DISCUSSION:

The existing five-year City-County Municipal Services Agreement pertaining to animal care and control services is scheduled to conclude on June 30, 2024. The finalized service agreement, duly approved by the Los Angeles County Board of Supervisors on February 6, 2024, is presented for review and consideration. The proposed Municipal Service Agreement outlines the terms and conditions applicable to the provision of Animal Care and Control Services by the DACC to the City of Maywood from 2024 to 2029. The updated City-County Municipal Services Agreement incorporates amendments in language, services provided, and associated costs, aligning with evolving needs since the previous agreement.

Significant revisions include enhancements to dispute resolution procedures regarding Service Level Requests (SLRs), simplification of contact information updates via email confirmation, authorization for cities to disseminate approved pet licensing materials, implementation of electronic signatures for Agreement-related communications, clarification of termination obligations, introduction of new responsibilities for record maintenance and licensing choices, and a renewed focus on fostering collaborative endeavors to enhance animal care services efficiency.

The FY2023-2024 projected expenditure is \$114,000, while the anticipated FY2024-2025 expenditure, accounting for a ten percent increase, is approximately \$123,000. This increase is attributed to the annual ten percent rise in the County's fee for services. Additionally, annual and monthly expenses vary based on the volume of services provided to the City. This increase would allow the City to fulfill its five-year contract with the County, inclusive of the flat per capita rate and an annual 10% increase. The chart below displays the City's past payments to the County as well as projected expenditures for FY2023–2024 and FY2024–2025.

Expenditure to County	
FY2019-2020	\$88,339.68
FY2020-21*	\$51,184.19
FY2021-22	\$76,268.01
FY2022-23	\$102,437.54
FY2023-24 (Projected)	\$114,000.00
FY2024-25 (Projected with a 10% increase)	\$123,000.00

*Please note that FY2020–2021 expenditures were reduced due to the COVID-19 pandemic.

Approval from the City Council is required to authorize the City Manager to execute an agreement with the Department of Animal Care and Control (DACC), ensuring a seamless transition when the current Agreement expires on June 30, 2024, and the new Agreement takes effect on July 1, 2024, through June 30, 2029.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The budget allocation for FY2023-24 currently stands at \$108,000, but revised projections suggest an adjustment to \$114,000 to address unforeseen high-volume service requests. Therefore, an additional \$6,000 appropriation from the general fund is necessary to adequately address this demand. In FY2024-25, a 10%

increase is anticipated, bringing the projected amount to \$123,000. The annual increases are expected to continue through FY2026-27, at which point the City will provide full coverage for all animal care services.

ATTACHMENT(S)

1. Maywood 02.12.24: DACC Letter New Municipal Service Agreement for Fiscal Years 2024-29
2. Attachment A - Description of Services (2024-29)
3. Municipal Services Agreement (2024-29) - Maywood



LOS ANGELES COUNTY

ANIMAL CARE & CONTROL | **redefining CARE**



Marcia Mayeda, Director

February 12, 2024

Ms. Jennifer E. Vasquez
City Manager
4319 East Slauson Avenue
Maywood, CA 90270

Dear Ms. Vasquez:

**NEW MUNICIPAL SERVICES AGREEMENT FOR
ANIMAL CARE AND CONTROL SERVICES
FISCAL YEARS 2024-29**

We hope this message finds you well. We would like to inform you that the current five-year City-County Municipal Services Agreement (the "Agreement") for animal care and control services is set to expire on June 30, 2024. We are pleased to inform you the new Agreement for Fiscal Year 2024-2029 has now been finalized and is available for your review and signature.

New City-County Municipal Services Agreements

As part of our commitment to maintaining effective collaboration, the County of Los Angeles (County) Department of Animal Care and Control (Department) took proactive steps to ensure that the new Agreement reflects the needs and input of our partner cities. On October 16, 2023, we sent a draft of the new Agreement to your city for review and input, and on June 26, 2023, we conducted a survey to gather valuable feedback from our partnered cities to inform the development of this Agreement. We are immensely grateful for the feedback received; it played a pivotal role in shaping the Agreement.

Agoura ACC
29525 Agoura Road
Agoura Hills, CA 91301
(818) 991-0071

Baldwin Park ACC
4275 N. Elton Street
Baldwin Park, CA 91706
(626) 962-3577

Carson/Gardena ACC
216 W. Victoria Street
Gardena, CA 90248
(310) 523-9566

Castaic ACC
31044 N. Charlie Canyon Rd.
Castaic, CA 91384
(661) 257-3191

Downey ACC
11258 S. Garfield Ave.
Downey, CA 90242
(562) 940-6898

Lancaster ACC
5210 W. Avenue I
Lancaster, CA 93536
(661) 940-4191

Palmdale ACC
38550 Sierra Highway
Palmdale, CA 93550
(661) 575-2888

Administrative Office
5898 Cherry Avenue
Long Beach, CA 90805
(800) 253-3555

www.animalcare.lacounty.gov

Revisions to the Agreement are summarized below:

City-County Municipal Services Agreement		
Revision Type	Section	Explanation
Added	Section 2.3 The City may distribute educational and outreach materials, reviewed and agreed upon by both the Department and the City, related to pet licensing and its benefits.	Per City requests, grants cities the autonomy to distribute materials pertaining to animal care and control services, if approved by the Department.
Added	Section 3.2 In the event of a dispute between the Parties about the desired or approved content of the SLR, the dispute will be handled in accordance with Paragraph 2.2 of this Agreement.	Further clarifies the process for disputes relating to services defined in the Service Level Request (SLR).
Added	Section 3.4 The City is only required to submit a new SLR if it wishes to revise its current services or update information listed on its existing SLR. Regarding updates to contact information, the City is not obligated to submit a new SLR. A simple email confirmation from the City will suffice, and the Department's Contracts and Grants Division will update the City's existing SLR and share the revised copy with the City.	Removes the need for cities to resubmit a new SLR each time there is a contact update. This is to help streamline the process for contract cities and remove the burden of unnecessary steps.
Added	Section 3.5 The City will make its best effort to inform the Department of any modifications to its ordinance concerning animal care and control services. This approach will enable the Department to verify that the services outlined in the City's SLR align with the municipal ordinance, thereby reducing the potential for any discrepancies.	Helps ensure consistency between city ordinances and what is listed on the SLR document.
Revised	Sections 4.5 and 4.6 Changed the order of Sections 4.5 and 4.6.	Changed to improve the flow of the content

Revised	Section 7.5 In the event of termination, both Parties shall fulfill all obligations owed to each other that have accrued before the date of termination. Additionally, each Party will be released from any obligations that would have accrued after the termination date had the Agreement continued. However, the City will remain responsible for payment to the Department for any services provided under this Agreement prior to the termination date.	Further clarifies the language on the termination of the Agreement and the responsibilities of each party.
Revised	Section 10.1 Each Party shall designate a Primary Contact, as identified in Attachment B, Service Level Request, to facilitate the services covered by this Agreement. The Department accepts both physical (wet) signatures and electronic signatures for any notices or correspondence related to this Agreement.	Helps clarify the notification process and makes electronic signatures allowable for any notices or correspondence related to the Agreement.
Revised	Section 11.1 With the exception of changes to a City's contact information, any changes, modifications, or amendments to the Agreement must be in writing and duly executed by the Director of the Department, or his/her designee, and an authorized representative of the City. The only exception to this requirement applies to updates to the City's contact information, which may be made through an email from the City.	Allows cities to update the contact information on their SLR via an email confirmation, thereby removing the requirement to resubmit a new SLR each time a contact needs to be updated.

This table lists the Department's revisions to Attachment A - Description of Services:

Attachment A – Description of Services		
Revision Type	Section	Explanation
Updated	Throughout the document.	Updated general language throughout to align with current Department practices and vernacular. Examples include changing “impounded” to “admitted” and “shelter” to “animal care center.”
Added	Section III. Alternatives to Care Center Admissions and section on Managed Intake (please refer to Attachment A for the full language)	Provides language on the Department's philosophy of Managed Intake, implemented in 2020, and the services provided by the Department to prevent owner surrenders and to keep pets with their families.
Revised	Section IV. Individual Animal Licensing Services Pet owners may opt into a one- or three-year license option for their pets. Fees from one- and three-year licenses collected will be credited to the City monthly in arrears.	Updated language to include the three-year license option which was previously not available.
Added	Section IV. Individual Animal Licensing Services The Department's animal licensing services include: Maintaining the Rabies Vaccination Certificate tool database that scans rabies vaccination data reported by private veterinary clinics to identify unlicensed pets in our jurisdictions and generate compliance notices to pet owners.	Added the Department's new responsibility of maintaining records via the Rabies Vaccination Certificate tool.

Ms. Jennifer E. Vasquez
February 12, 2024
Page 5

Revised	VI. Records Updated Government Code in relation to the Public Records Act	Updated for accuracy.
Added	VI. Records 12. Public Hours performed at a specific Animal Care Center	Added Public Hours report as a request option for cities

Please provide the signed agreement back by **May 31, 2024**. Your prompt attention will help ensure a seamless transition when the current Agreement expires on June 30, 2024, and the new Agreement takes effect on July 1, 2024, through June 30, 2029. We will make our best effort, based on our available capacity, to attend any necessary council meetings needed to execute the Agreement.

Should you have any questions, require further clarification, or wish to discuss any aspect of the Agreement, please do not hesitate to reach out to Mr. Bradley Kim of our Contracts and Grants Division at BKim@animalcare.lacounty.gov or (562) 379-9722.

We value your partnership and look forward to continuing our collaborative efforts in providing outstanding animal care and control services to your city. Thank you for your continued support and cooperation.

Sincerely,



MARCIA MAYEDA
Director

MM:DU:WD:BK:rke

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Enclosures

c: Animal Care Board Deputies
Chief Executive Office (David Korsak)

COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL
DESCRIPTION OF SERVICES

I. Animal Care Services

The County of Los Angeles Department of Animal Care and Control (Department) maintains seven animal care centers that accept stray, lost, abandoned, and relinquished animals. The Department also receives and maintains animals that are victims of abuse or neglect, under a quarantine order, or that pose a risk to the public. Stray or lost animals are held for an initial period to give an owner the opportunity to reclaim them. Owner-relinquished animals are held for an initial period prior to euthanasia or adoption to a new home, pursuant to State law. The holding period may vary and may be extended in an attempt to reunite the animal with an identified owner or for other reasons.

The Department is dedicated to providing appropriate and safe housing to all animals accepted into the Department's care. The Department is required by law to provide a safe environment with proper food, water, shelter, opportunity for exercise, and medical care for the animals it houses. Medical care may be provided by Department staff or, at the Department's sole discretion, outsourced to a contracted veterinarian.

As requested by the City in Attachment B, Service Level Request, the Department will provide the City with either: Full Care Center Services; Animal Care for Transfer only; or No Care Center Services.

A. Full Care Center Services

All animals collected in the field within the boundaries of the City or determined to have originated from within the boundaries of the City may be housed at a County animal care center. Admitted animals will be vaccinated and provided medical care, food, water, and shelter. The Department may post an animal's picture on the Department's website to assist residents in reclaiming a lost or missing pet or finding a new one. Residents may also visit the associated animal care center to find their lost or missing pet. The hours of operation of each animal care center may be found on the Department's website.

The Department will make reasonable attempts to house animals from the City at the animal care center closest to the City. The nearest animal care center to the City will be designated as the primary animal care center. There may be circumstances in which the Department will house animals collected from the City at an alternate location.

Full Animal Care Center services include:

- Providing food, water, shelter, enrichment, and medical care for animals in the Department's care;
- Holding stray animals and attempting to reunite them with their owners;
- Accepting unwanted animals surrendered by their owners;
- Making best efforts to find new adoptive homes for domestic animals and livestock;
- Quarantine and observation of animals for rabies and other diseases at the direction of the Department of Public Health;
- Working with wildlife rehabilitators to rescue sick and injured wildlife;
- Providing emergency care and housing to pets and livestock displaced by wildfires or other disasters;
- Holding animals that are the subject of criminal investigations or other legal or administrative proceedings;
- Spay and neuter services for dogs and cats pursuant to State law;
- Medical treatment and surgeries to make animals more adoptable;
- Euthanizing sick, injured, dangerous, unweaned, feral, or un-adoptable animals;
- Public services, including prevention of animal abuse, neglect, or abandonment through outreach and education, and intervention through finding alternatives to relinquishment and assisting at-risk populations;
- Filing annual reports to the State of California as required by law;
- Disposal of dead animals;
- Maintaining a website with pictures of stray and surrendered animals to facilitate reuniting the animals with their owners or finding new adoptive homes;
- Connecting pet owners to services to increase owner retention of pets; and
- Maintaining regular hours of operation for the public.

B. Animal Care for Transfer

If the City has opted for Animal Care for Transfer services in Attachment B, the Department will provide temporary housing until the City has transported the animal(s) to another animal care facility. Services will be the same as described for Full Shelter Service above. The Department will only release animals to be transported to an animal care facility approved in advance by the Department and documented in Attachment B. The Department will only release an animal to persons capable of transferring an animal safely in a vehicle appropriate for the humane transfer of the animal. The City will be responsible for all costs of the temporary care and housing at the Department's animal care center, as well as the subsequent costs of transportation, care, and housing at the animal care location of the City's choice. The Department may refuse to release an animal for transport if, in the reasonable assessment of the Department, the vehicle in which the City desires the animal(s) to be transported poses an unacceptable risk of harm to the animal(s) or others, or if the animal is

ill or injured to the extent that transportation would cause further injury or suffering.

The Department will not provide transportation from the field or from a County animal care center to any alternate animal care location, except as necessary for the needs of the County. If necessary, the Department may transport an animal(s) to an alternative animal care location of the City's choice and the City will be responsible for the cost of such transport at the current billing rate for field service staff.

The City will be responsible for all costs for the admission, care, and housing at the Department's animal care center, as well as the subsequent costs of care and housing at any animal care facility of the City's choice. The City's designated animal care center location is listed in Attachment B, Service Level Request.

II. Field Services

The County will provide the services set forth below in accordance with the provisions of the Los Angeles County Code, Title 10, "Animals," and all future amendments, except as otherwise agreed to by the Parties in Attachment B, Service Level Request.

A request by the City for the Department to enforce Los Angeles County Code, Title 10, Chapter 37, will authorize the Department to provide an administrative hearing process to accomplish the enforcement when applicable.

In order to harmonize the terms of this Agreement with the provisions of the City's municipal code, the City must adopt Title 10 "Animals" of the Los Angeles County Code ("Title 10"). The City may adopt or opt out of provisions of Title 10 only as agreed to by the Department. The City is encouraged, but not required to, adopt Title 10 in such a way as to incorporate all future amendments.

The Department will inform the City of any proposed changes to Title 10 with as much advance notice as practical, with the intention to provide the City with an opportunity to submit input to the Department and the County related to the proposed changes. The Department will notify the City of the passage of any change to Title 10 by the County Board of Supervisors as soon as practical. The Department will inform the City whether the City may adopt or opt out of the changes to Title 10.

Description of Field Services

The Department will provide sufficient resources and services for animal control field services. Services consist of Department personnel performing a variety of tasks utilizing appropriate equipment. These tasks include:

- Promptly responding to reports of vicious and dangerous animals that pose a threat to public safety;

- Capturing, reuniting, and admitting stray domestic animals;
- Capturing and impounding or returning domestic animals at large;
- Accepting and caring for animals surrendered by their owners;
- Removal of dead land animals (limited to a maximum of 150 pounds) from public and private property as set forth in Section 10.12.130 of the County Code;
- Educating the public and enforcing State laws and local ordinances, including leash laws, animal cruelty laws, and the laws relating to keeping wild or exotic animals;
- Investigating cases for possible criminal prosecution, including misdemeanor and felony crimes; issuing citations; collecting evidence; preparing reports; testifying in court and other hearings;
- Investigating appropriate cases for potential administrative actions pertaining to animals; preparing appropriate documentation to pursue administrative declarations; conducting administrative hearings, consistent with state and County laws; and defending declarations that are challenged in court;
- Rescuing ill, injured, or abused animals;
- Enforcing animal nuisance complaints such as excessive animal noise and other violations; issuing administrative or criminal citations as appropriate;
- Assisting local law enforcement with their investigations when animals are involved, such as the service of search warrants and impounding animals as evidence or when necessary for those belonging to persons taken into custody;
- Responding to emergencies such as fires, earthquakes, floods, and other natural or manmade disasters to rescue and temporarily house animals, or to provide care for animals in evacuation zones;
- Maintain a 24-hour dispatch and communications center to receive calls for service and dispatch staff for field response as appropriate; and
- Maintaining records in accordance with applicable laws and policies.

A. Standard Service Plan

The Standard Service Plan includes answering calls for service 24 hours per day, seven days per week, dispatching or assigning field staff, and performing duties in the field based on priority, location, and availability of staff. Services provided under the Standard Service Plan are similar to those services the Department provides to unincorporated communities in Los Angeles County.

B. Limited Service Plan

The Limited Service Plan includes standard services on a part-time basis during days and hours specified in the Service Level Request. Billing rates are described in Attachment C, City-County Municipal Services Billing Rates.

III. Alternatives to Care Center Admissions

The Department's "Alternatives to Care Center Admissions" services are activities that go beyond providing housing for dogs and cats, and have the effect of keeping pets out of care centers and in homes and healthy environments. This includes staff counseling pet owners or connecting them with resources such as free pet food and supplies, medical vouchers, temporary housing, access to a medical helpline, and other critical resources all intended to help keep pets with their families. The Department also offers a variety of pet assistance programs, known collectively as the Pets Are Family (PAF) program, which is funded almost entirely through donations and grants received by the Department. A summary of the programs offered under PAF can be found on our website (<https://animalcare.lacounty.gov/dacc-support-services>).

As a result of these efforts, the number of dogs and cats admitted into Department animal care centers has decreased dramatically due to the Department reducing preventable pet surrenders. These programs are only available to cities that opt into Full Care Center Services and are charged at a flat per capita rate as indicated in Attachment C, City-County Municipal Services Billing Rates.

Managed Intake

Managed Intake (MI) is a strategy that allows agencies to manage and reduce the flow of both owned pets and homeless animals into their care, which is accomplished by partnering with the community and providing resources and solutions. Through the Department's intervention services, pet owners receive support in the form of consultation, financial resources, and referrals — both medical and behavioral — to assist them with their pet-related issues. MI has reduced the number of surrendered animals admitted to the Department's care centers to those who have no other opportunity for rehoming. This is reducing the costs for cities that are associated with sheltering cats and dogs.

Components of Managed Intake:

- Community Engagement is key to successfully employing Managed Intake, giving the community an opportunity to foster, network animals, facilitate adoptions, and to develop solutions to keep pets with their owners.
- The Department encourages people who have found stray animals to attempt to reunite the pets with their families. The Department also encourages residents to

allow free roaming cats to remain where they live, as these are often pets or community cats.

- To reduce the relinquishment of owned pets, the Department will provide resources such as training, food, and supplies, or other support to help keep pets in their homes.
- Public safety and animal welfare are a priority. Animals that pose a safety threat will immediately and safely be admitted by the Department, as will animals that are sick or injured.

IV. Individual Animal Licensing Services

Adult dogs four months of age and older are required by State law to have individual licenses. The City may request that the Department enforce licensing requirements in the City for dogs, cats, or other animals as described in Attachment B. The City may adopt the County's fees for individual animal licenses or set its own fees as permitted in Attachment B.

License renewal notices are mailed or transmitted by the Department to the animal owner of record. The renewal and payment are received and processed on a fee-per-license basis. Pet owners may opt into a one- or three-year license option for their pets. A current license will be required before an animal will be released to a resident of the City. Fees from one- and three-year licenses collected will be credited to the City monthly in arrears.

The Department's animal licensing services include:

- Issuing animal licenses for pets as requested by the City;
- Processing license applications, payments, and information changes;
- Issuing license renewal notices;
- Assessing and collecting fees, penalties, and other financial remittances;
- Maintaining a database for animal licensing, records of calls for service, and actions taken; and
- Maintaining the Rabies Vaccination Certificate tool database which scans rabies vaccination data reported by private veterinary clinics to identify unlicensed pets in our jurisdictions and generate compliance notices to pet owners.

V. Additional Outreach and Enforcement Services Options

The City may request that the Department provide additional services as outlined below.

A. Animal License Enforcement Services

License Enforcement Services provides staff to perform individual animal license

enforcement in designated areas within the City. This program includes:

- Issuing new licenses and renewing expired licenses;
- Issuing citations to violators of animal licensing ordinances;
- Collecting license revenue, delinquency charges, and authorized fees; and
- Recording licensing data in the Department's database.

B. Animal Facility Licensing

The Department's Animal Facility Licensing program provides staff to perform animal facility inspections and licensing to animal-related businesses or organizations that require a license under Title 10 of the County Code. Animal-related facilities are inspected annually to ensure the safety and well-being of the animals as well as the health and safety of the public. Licensees are provided a letter grade based on the results of the inspection.

The Department retains facility license fees to offset the cost of annual inspections and related administrative costs. Staff time for licensing and inspections is not billed to the City. Investigations in response to complaints about activities at a licensed location are conducted by field officers based in the Department's animal care centers and are billed in accordance with Attachment C, City-County Municipal Services Billing Rates.

This program includes:

- Annual inspection of any premise used by an animal-related business or non-profit organization, including grooming shops, pet shops, boarding facilities or breeding facilities, animal menageries, and all other places where animals are maintained for profit or business activities;
- Issuing grades to animal facilities consistent with the requirements of Section 10.28.270 of the County Code;
- Follow-up inspections of animal facilities as necessary;
- Collection of license fees to offset the cost of services; and
- Documentation and maintenance of records as necessary.

C. Vaccination and Microchip Clinics

California Health and Safety Code Section 121690(f) states that every city and county, "shall provide dog vaccination clinics, or arrange for dog vaccination at clinics." The Department holds periodic low-cost rabies vaccination and microchip clinics at its animal care centers. If the City chooses additional rabies vaccination and microchip clinics, the following services are offered:

- Providing or assisting in arranging for low-cost vaccinations and microchips;
- Staffing low-cost vaccination and microchip clinics with medical personnel and necessary support staff, subject to availability;
- Licensing animals vaccinated at the clinic; and
- Assisting jurisdictions in promoting these community-based clinics.

D. Spay/Neuter Trust Fund

The City may elect to contribute \$5.00 per altered and unaltered dog license to the Spay/Neuter Trust Fund. Participation in the Spay/Neuter Trust Fund allows the Department to offer a low-cost or free spay/neuter program for the City's residents who wish to have their pets spayed or neutered. The Department staff will work with animal care center veterinary clinics and mobile veterinary clinics to assist qualified residents in obtaining spay/neuter services in an area near them.

VI. Records

Upon reasonable notice, the Department will make available to authorized representatives of the City, for examination, audit, excerpt, copy, or transcription, any pertinent transaction, activity, or other record relating to the Agreement. The City must ensure such records are handled in a manner consistent with all applicable privacy laws and all laws related to the Public Records Act (Government Code sections 7920.000 et. seq.).

Upon request, the following standard reports are available from the Department on a monthly basis:

1. Dogs and/or Cats Impounded
2. Animals Returned to Owners
3. Dogs and/or Cats Abandoned
4. Special Admission Dog & Cat
5. Other Animals Impounded
6. Quarantined Dogs and/or Cats
7. Special Admission Other Animals
8. Private Veterinarian (Outside Medical Expense)
9. Dead Animal Pick Up Requests
10. Types of Calls for Service
11. Location of Admission
12. Public Hours performed at a specific Animal Care Center

In accordance with Section 4.7 of the Services Agreement, the Department will provide up to 12 hours of staff time annually for producing special reports to the City at no cost. Additional staff time will be charged to the City at the current reimbursement rate for applicable staff time.

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
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CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL AND CITY OF MAYWOOD

THIS MUNICIPAL ANIMAL CARE AND CONTROL AGREEMENT ("Agreement") between the COUNTY OF LOS ANGELES ("the County") and the CITY OF MAYWOOD ("the City"), together known as "the Parties," is made and entered into July 1, 2024, or when signed by all Parties, whichever is later.

RECITALS

- a. The City desires to contract with the County to perform the animal care and control functions described in this Agreement; and
- b. The County is agreeable to providing such services on the terms and conditions set forth in this Agreement; and
- c. Such agreements are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and sections 51300 et seq. of the Government Code of the State of California.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for good and valuable consideration, the Parties mutually agree as follows:

1.0 AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES

- 1.1 The County agrees, through the County Department of Animal Care and Control ("the Department"), to provide general animal care and control services within the corporate limits of the City to the extent and in the manner stated in the Agreement and its Attachments.
- 1.2 Except as otherwise specifically stated in the Agreement, the services will only encompass duties and functions of the type coming within the jurisdiction of and customarily provided by the County under the Charter of the County, the Los Angeles County Code, and the statutes of the State of California. The County will provide services in accordance with the provisions of Title 10, "Animals," of the Los Angeles County Code, and all amendments enacted to Title 10, except as otherwise agreed by the Parties in the most recently executed Service Level Request.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The County will control all aspects of the services provided by the County including, but not limited to, standards of performance, discipline of officers and staff, and all employment-related matters.
- 2.2 In the event of a dispute between the Parties regarding the duties and services to be provided, or the minimum level or manner of performance of such services, the City will be consulted and an agreement between the Parties attempted. Each party must employ good-faith and reasonable efforts to reach an agreement. If an agreement cannot be reached, the County will make the final and conclusive determination of the dispute.
- 2.3 All City employees who work with the Department under the Agreement will remain employees of the City and will not have any claim or right to employment, civil service protection, salary, benefits, or claims of any kind from the County. No City employee will become an employee of the County unless by specific additional agreement in the form of a merger contract, which must be concurrently adopted by the City and County. Except as otherwise specifically set forth in the Agreement or in the attached Service Level Request, to the extent the County provides the City with animal licensing services, neither the City employees nor their agents will perform any function related to the licensing of animals, including the collection of license fees, penalties, or field enforcement fees. Field enforcement fees will only be collected by the Department for services performed by employees of the Department. The City may distribute educational and outreach materials, reviewed and agreed upon by both the Department and the City, related to pet licensing and its benefits.
- 2.4 For the purposes of performing services under the Agreement, and only for the purpose of giving authority for Department staff to provide these services, every County officer and/or employee engaged in performing any service will be deemed to be a contracted officer or employee of the City while performing service for the City, provided the service is within the scope of the Agreement and is a municipal function.
- 2.5 The City will not assume any liability for the direct payment of salaries, wages, or other compensation to County personnel performing services under the Agreement. Except as described under Section 5.0, the City will not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment while providing services under the Agreement.
- 2.6 The County agrees that it is subject to the County Civil Services Rules prohibiting discrimination based on non-merit factors.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 The Department, in cooperation with the City, will determine how to provide the services required by the Agreement.
- 3.2 The City agrees to complete an Attachment B, Service Level Request (SLR) form, specifying the level of service to be provided, which will be signed and authorized by the City and the Department representative and attached to the Agreement. In the event of a dispute between the Parties about the desired or approved content of the SLR will be handled in accordance with Paragraph 2.2 of this Agreement.
- 3.3 The Department will issue annual notifications of any change to the billing rate as stated in Paragraph 8.2 of this Agreement. Unless the City changes other provisions within the most recently executed SLR, it is not necessary to execute a revised SLR to reflect a billing rate change.
- 3.4 The City may at any time request a change in the level of service by completing a revised SLR, and submitting the form to the Department. The revised level of service to be provided and the current fiscal year billing rate will be signed and authorized by the City and the Department representative and attached to the Agreement as an amendment. Changes requested at times other than the beginning of the fiscal year will be implemented as soon as practical, as determined by the Department. The City is only required to submit a new SLR if it wishes to revise its current services or update information listed on its existing SLR. The Department reserves the right to approve or disapprove requests on the SLR in accordance with Section 3.1 of this Agreement.

Regarding updates to contact information, the City is not obligated to submit a new SLR. A simple email confirmation from the City will suffice, and the Department's Contracts and Grants Division will update the City's existing SLR and share the revised copy with the City.

- 3.5 The City will make its best effort to inform the Department of any modifications to its ordinance concerning animal care and control services. This approach will enable the Department to verify that the services outlined in the City's SLR align with the municipal ordinance, thereby reducing the potential for any discrepancies.
- 3.6 The City is not limited to the services indicated but may also request any other services in the field of public safety, animal welfare, or related fields within the legal power of the Director of the Department to provide. The County reserves the right to determine, in its sole discretion, whether the Department can provide requested services not otherwise specified in this Agreement.

4.0 PERFORMANCE OF CONTRACT

- 4.1 In performing services under the Agreement, the County will provide all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed upon level of service.
- 4.2 Nothing in the Agreement prohibits the City from providing, at the City's expense, additional resources for the County to utilize in its performance of the services.
- 4.3 Any use of special supplies, stationery, notices, or forms, in other than standard Department format, must be approved by the Director of the Department, or his/her designee, and supplied by the City at its own cost.
- 4.4 If requested, the Department will use its best efforts to attend one in-person meeting with the City, up to three hours duration, per quarter at no charge to the City. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the Department. The City will pay the hourly rate listed in Attachment C, City-County Municipal Services Billing Rates, for any additional hours of the Department's contract management staff's time at meetings requested by the City. Due to a lack of availability of meeting space in County facilities, the City will provide a mutually agreed upon meeting space and location, or virtual meeting link, for all in-person and/or virtual meetings or meet at the Department's headquarters in Long Beach, California.
- 4.5 If requested, the Department will use its best efforts to coordinate a virtual meeting once per month at no charge to the City. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the Department. The City will pay the hourly rate listed in Attachment C, City-County Municipal Services Billing Rates, for any additional hours of County representatives' time at meetings requested by the City.
- 4.6 If requested, the Department will use its best efforts to send representatives to the City's Council meetings for proposed ordinance changes, contract revisions, or any related animal issues where input from the Department is needed. The Department will only attend these meetings to the extent that resources and capacity will allow.
- 4.7 The Department will make available upon request, at no charge to the City, the reports listed in Attachment A, Description of Services, at the intervals indicated in that attachment. For any additional reports that are not included in Attachment A, Description of Services, or those requested at more frequent intervals, the Department will account for the hours of staff time required to produce the reports. The County will provide, at no charge to the City, up to 12 hours of staff time annually for any additional requested reports. The City will be responsible for any excess hours at the current

billing rate for staff time as listed in Attachment C, City-County Municipal Services Billing Rates.

5.0 INDEMNIFICATION

- 5.1 The Parties have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991, and/or a revised Joint Indemnity Agreement approved by the Board of Supervisors on August 9, 1993. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into the Agreement as if set out in full in the Agreement.
- 5.2 In the event the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date will supersede the Joint Indemnity Agreement previously in effect between the Parties.

6.0 TERM OF CONTRACT

- 6.1 Unless sooner terminated as provided for in the Agreement, the Agreement will be effective July 1, 2024, or when signed by the Parties, whichever is later, and will remain in effect until June 30, 2029, unless sooner terminated or extended.
- 6.2 At the option of the Board of Supervisors and with the consent of the City Council, the Agreement may be renewable for successive periods not to exceed five (5) years each.

7.0 RIGHT OF TERMINATION

- 7.1 Either Party may terminate the Agreement as of the first day of July of any year upon notice in writing to the other Party of at least sixty (60) days before the termination date.
- 7.2 Despite any provision to the contrary in the Agreement, the City may terminate the Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed under the Agreement. In such an event the Agreement will terminate sixty (60) calendar days from the date of the City's notice to the County.
- 7.3 The Agreement may be terminated at any time, with or without cause, by either Party upon written notice given to the other Party at least one-hundred eighty (180) days before the date specified for that termination.
- 7.4 In the event of an unresolved dispute, either Party may terminate the Agreement by giving not less than sixty (60) days' notice in writing to the

other Party. A dispute is unresolved when both Parties agree that there is no resolution and no intent by either party to continue to seek a resolution.

- 7.5 In the event of termination, both Parties shall fulfill all obligations owed to each other that have accrued before the date of termination. Additionally, each Party will be released from any obligations that would have accrued after the termination date had the Agreement continued. However, the City will remain responsible for payment to the Department for any services provided under this Agreement prior to the termination date.

8.0 CONTRACT SUM

- 8.1 The City will pay for the services provided under the terms of the Agreement at the current fiscal year rate established by the County Auditor-Controller and set forth in the current Attachment C, City-County Municipal Services Billing Rates.
- 8.2 The rates indicated in the City-County Municipal Services Billing Rates form will be readjusted by the County annually, effective the first day of July each year, to reflect the cost of services in accordance with the policies and procedures for the determination of rates established by the County.
- 8.3 The City will be billed based on the current service level described in the latest Attachment C, City-County Municipal Services Billing Rates form.
- 8.4 The cost of any additional services requested and provided under the Agreement and not set forth in Attachment C, City-County Municipal Services Billing Rates form will be determined by the Department in accordance with the policies and procedures established by the County.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Department, will submit a summary invoice covering all services performed during the month to the City within twenty-five (25) calendar days after the close of each calendar month. The City will pay the County for all undisputed amounts within thirty (30) calendar days after the date of the invoice.
- 9.2 If payment is not delivered to the County office described on the invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest on the unpaid amount.
- 9.3 For all disputed amounts, the City will provide the County with written notice of the dispute including the invoice date, amount, and reason(s) for the dispute within twenty-one (21) calendar days after receipt of the invoice. The Parties will confirm the resolution of the dispute in writing. For any disputed amounts, interest will accrue if payment is not received within sixty (60) calendar days after the date of the written resolution.

- 9.4 Interest will be calculated at the rate of seven percent (7%) annually or any portion thereof, from the last day of the month for which the services were performed, or in the case of disputed amounts, from the date of the written resolution.
- 9.5 Despite the provisions of Government Code Section 907, if payment is not delivered to the County office described on the invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date of the written resolution, the County may satisfy such indebtedness, including interest on unpaid amounts, from any funds of the City on deposit with the County, without giving further notice to the City of County's intention to do so.

10.0 NOTICES

- 10.1 Each Party shall designate a Primary Contact, as identified in Attachment B, Service Level Request, to facilitate the services covered by this Agreement. Routine communications necessary for the day-to-day facilitation of services may be conveyed through telephone, email, or in-person interactions. However, all notices or demands required, permitted, or desired to be given by one Party to the other must be in writing. Such notices or demands shall be mailed or emailed to the other Party's designated Primary Contact at the address provided in Attachment B, Service Level Request. Both Parties may update the designated addresses and contact persons by providing written notice to the other Party.

The Department accepts both physical (wet) signatures and electronic signatures for any notices or correspondence related to this Agreement.

- 10.2 Notices to the County of Los Angeles must be addressed as follows:

For physical notices:

County of Los Angeles Department of Animal Care and Control
Contracts and Grants Division
Attn: Bradley Kim
5898 Cherry Avenue
Long Beach, CA 90805
Phone: (562) 379-9722

For electronic notices:

BKim@animalcare.lacounty.gov

- 10.3 Notices to the City must be addressed to the contact person listed on the most recent SLR on file and/or the current City Official or City Manager.

11.0 AMENDMENTS

- 11.1 With the exception of changes to a City's contact information, any changes, modifications, or amendments to the Agreement must be in writing and duly executed by the Director of the Department, or his/her designee, and an authorized representative of the City. The only exception to this requirement applies to updates to the City's contact information, which may be made through a simple email confirmation from the City.

12.0 AUTHORIZATION WARRANTY

- 12.1 The City represents and warrants that the person executing the Agreement for the City is an authorized agent who has actual authority to bind the City to each term, condition, and obligation of the Agreement and that all requirements of the City have been fulfilled to provide such actual authority.
- 12.2 The County represents and warrants that the person executing the Agreement for the County is an authorized agent who has actual authority to bind the County to each term, condition, and obligation of the Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 ENTIRE AGREEMENT

- 13.1 The Agreement, including Attachment A, Description of Services, the most recent Attachment B, Service Level Request, and the latest Attachment C, City-County Municipal Services Billing Rates, along with the applicable Assumption of Liability or Joint Indemnity Agreement referenced under Section 5.0, constitute the complete and exclusive statements of the Parties, which supersede all previous agreements, written or oral, and all communications between the Parties relating to the subject matter of the Agreement. Except as provided in Paragraphs 3.4 and 11.1, all changes or amendments to the Agreement must be in writing and mutually executed by authorized personnel on behalf of the Parties. The Director of the Department, or his/her designee, is authorized by the County to execute amendments.

14.0 CONSTRUCTION OF AGREEMENT

- 14.1 Each Party has participated in the drafting and preparation of the Agreement, and each Party agrees that the Agreement will not be construed against any Party on the grounds that the Party drafted the Agreement.

15.0 IMPLEMENTATION OF AGREEMENT

- 15.1 Each Party agrees to execute the documentation required and to take such other actions as may be reasonably necessary to accomplish the purposes of the Agreement.

16.0 COUNTERPARTS

- 16.1 The Agreement may be executed in counterparts (including via facsimile or electronic copy), which will become effective only when every Party has signed and delivered a counterpart. The originals of any counterpart signature pages will be delivered to the County and retained as part of the original Agreement.

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF MAYWOOD

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused the Agreement to be executed by the Director of the Department of Animal Care and Control and the City has caused the Agreement to be executed on its behalf by its authorized representative.

COUNTY OF LOS ANGELES

By _____
MARCIA MAYEDA
Director
Department of Animal Care and Control

Date _____

CITY OF MAYWOOD

By _____
City of Maywood, City Manager

Date _____

ATTEST:

By _____
City Clerk Date

By _____
City Attorney Date

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
David Beaudet
Senior Deputy, County Counsel

Date _____

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 18.

DATE: April 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING

SUBJECT: CONSIDERATION OF THE RENEWAL OF A COMMERCIAL CANNABIS RETAIL LICENSE FOR MAYWOOD GREEN SOLUTION, LLC DBA HAVEN

RECOMMENDATION:

Staff recommends that the City Council approve the application for the renewal of a commercial cannabis retail license for Maywood Green Solution, LLC ("Haven"), located at 3951 Slauson Avenue for a one-year term expiring on May 12, 2025 and authorize the Director of Building and Planning to notify the applicant in writing of the City Council's decision.

BACKGROUND:

On August 28, 2019, the Maywood City Council adopted ordinance 19-03 that changed the status of commercial cannabis uses and businesses in the City. Most significantly, the ordinance banned the issuance of any new commercial cannabis licenses. Applications that were in the process had to have received their license and conditional use permit prior to the effective date of the Ordinance. The adoption of this Ordinance also made any existing commercial cannabis business a non-conforming use subject to the provisions of Section 15.2 of Appendix C of the Zoning Code.

Ordinance 19-03 ("Ordinance") created a process for the renewal of existing licenses. The ordinance details the application renewal process by establishing requirements to determine if an application can be renewed or denied. These requirements must be met to allow the City Council to determine whether a license should be renewed, or if there are grounds for denial.

This process requires that the City Council determines if the cannabis entities operate lawfully. The information necessary to make this determination is provided by Hinderliter, de Llamas & Associates ("HdL"). Every year the business is inspected quarterly to determine if the business is operating in compliance with State law and the City's Ordinance. The inspection also ensures the business operates in a safe manner to protect both employees and customers at each business. Staff accompanies HdL on these inspections to verify compliance with the approved Conditions of Approval for the Conditional Use Permit. These inspections with their suggested remedial actions help to ensure proper operation prior to license renewal.

As part of this renewal process HdL conducts criminal background checks on all owners, managers, employees, contractors and volunteers, employed in Maywood's commercial cannabis industry. All who are found to have disqualifying factors will not be permitted to work, own, manage or volunteer for a cannabis business in Maywood. HdL will also conduct a financial audit annually, which includes the verification of the tracking and tracing of the product and of matching the product with its respective transaction. This measure will detect illegal diversion or the sale of unlicensed (illegal) product, which is central to the verification of the

lawful and complete remittance of the local cannabis tax.

DISCUSSION:

Haven's Conditional Use Permit was approved on June 19, 2018. Haven is a cannabis retailer or dispensary that obtained their business license in November 2018.

Haven currently operates as a brick and mortar dispensary with a single component; retail. They are licensed by the State of California Bureau of Cannabis Control (license #C10-0000082-LIC) as a Type 10 Retailer, and their license is currently valid through May 22, 2025.

Renewals per the ordinance are to be renewed annually. The renewal process began last year and is continued throughout the year with quarterly inspections and an annual audit. As a result of the adherence to the regulations, the evaluation of Haven's commercial cannabis license renewal application was completed.

Background Check:

Applications for two (2) owners and twelve (12) employees were submitted and all background checks were subsequently cleared. Haven is in full compliance with this requirement.

Facility Inspection:

HdL has conducted several on-site inspections since Haven opened, including a virtual inspection during the Covid-19 pandemic. The latest inspection was conducted on March 11, 2024 with City staff in attendance. City staff and a Compliance Inspector from HdL conducted a facility inspection. The inspection revealed no non-compliant issues. As a result, the facility is considered to be in full compliance.

Financial Audit:

Haven is current on all audits.

In conclusion, based on the inspections, investigations, and audits described in this report, staff has determined that the business is in compliance and that none of the conditions in Section 5-45-05(b) exist, and therefore, staff recommends that the City Council approve the renewal of the license.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

Haven's Maywood dispensary pays the 10% Cannabis Business Sales Tax (Revenue Account 4212) on a quarterly basis to the City.

ATTACHMENT(S)

1. HAVEN 2024 QUARTER 1 - COMPLIANCE REPORT

REGULATORY COMPLIANCE

Inspection Report



Inspection Date: 03/11/2024	Inspected By: Michelle Shaw	Client: City of Maywood	Staff Present: YES
Inspection Type: Compliance	Business Type: Retail (Storefront) - Type 10	Staff Name: Calvin Ko	Phone #: (323) 562-5723
Legal Business Name / DBA: Maywood Green Solutions, LLC dba Haven		State License #: C10-0000082-LIC	
Business Address: 951 Slauson Ave., Maywood, CA 90270		License Expiration Date: 05/22/2024	Status: Active
Contact Name: Mark Simonian		Local License #: CC-019	
Phone #:	Email:	License Expiration Date: 05/12/2024	Status: Active
Attachments: N/A ☐ Cultivation/Retail Questionnaire ☐ Exhibits ☐ Local Requirements ☒ Supplemental Attachments ☐ Vehicle Inspection ☐ Other ☐			

The inspection was designed to measure compliance related to site security, inventory control, access control, record keeping procedures in addition to other state and local public health and safety requirements. Findings do not represent a final determination of compliance. Please note that all Department of Cannabis Control (DCC) definitions listed below have been summarized. State regulations in their entirety may be found at: <https://cannabis.ca.gov/cannabis-laws/dcc-regulations>

REGULATORY REQUIREMENTS

DCC CITATIONS	DEFINITIONS	COMPLIANT	COMMENTS / NOTES
§15000.1(c)(e)(f) General Requirements	Activities authorized by the license are conducted on the licensed premises. Licensee is the only owner of the license and uses the legal business name on all documents related to commercial cannabis activity.	YES	Licensee is only conducting commercial cannabis activity authorized by their state and local license.
§15000.7 Storage of Inventory	Cannabis goods are only stored within the licensed premises, not stored outdoors, the bathrooms/changing facilities are separated from all storage areas by solid walls (floor to ceiling), and employee break areas are separate and distinct where cannabis is stored. Shipping containers are available as temporary storage space.	YES	Secured cannabis storage is located within the facility and not outdoors. No cannabis inventory found on-site.
§15006(a)(b)(c)(d) Premises Diagram	The premises diagram includes a brief statement or description of the principal activity in each space, identify limited-access areas, and shows where all cameras are located and assigned a number.	YES	Premises Diagram current and reflected accurate information. No changes made from the last inspection.
§15027(a)(f) Modification of Premises or Operations	A License Notification and Request Form (DCC-LIC-027) is submitted to the DCC requesting for approval before any/all material or substantial changes, modifications, or alterations are made on the licensed premises.	N/A	No modifications made from the last inspection.
§15036(a)(b) Notification of Theft, Loss, and Criminal Activity	A Licensee Notification and Request Form (DCC-LIC-028) is submitted to the DCC within 24 hours of discovery of theft, loss, or criminal activity on the licensed premises.	N/A	Nothing to report from the last inspection.
§15037(a)(c)(d) General Record Retention	All records are retained for at least 7 years from date of creation, records are legible and accurate, and stored in a secured area protected from debris, moisture, contamination, and theft.	YES	Requested documents retrieved from the business office. Records are legible and kept in a secured and protected area.
§15039(a)(b)(c)(d)(3) License Posting Requirement	The state license is prominently displayed and viewable by the public; the QR Code can be viewed and scanned from the outside; the QR Code is posted within 3 ft. of any public entrance; and the QR Code can be read by a smartphone from a distance of at least 3 ft.	YES	Current State and Local licenses prominently posted.
§15042(a)(d)(e) Premises Access Requirements	A sign-in/sign-out procedure to establish identification of visitors is implemented. An individual not employed by the licensee is escorted at all times. A record of who entered the limited-access areas is accurately maintained and available upon request.	YES	Sign-in/sign-out procedure is implemented and the visitor log accurately records who entered and exited the limited-access areas of the licensed premises.
§15043 Licensee Employee Badge	Identification badges meeting the requirements of this section are worn by employees on the licensed premises at all times.	YES	All employees are properly badged.
§15044(c)(d)(g)(f)(h) Video Surveillance System	Cameras are permanently mounted in a fixed location; limited-access areas, security rooms, DVR room, exits/entrances are recorded; and recordings are kept a minimum of 90-days.	YES	Licensee meets the 90-day recording requirements. Cameras are permanently mounted in fixed locations and covers the limited-access areas of the licensed premises.
§15045 Security Personnel	All security personnel hired or contracted are licensed by the Bureau of Security and Investigative Services, and are at least 21 years of age.	YES	Guards in possession of current state licenses. One (1) security guard on-site during business hours.
§15046 Locks	All limited-access areas and all points of entry/exit to the licensed premises can be securely locked using commercial-grade, nonresidential door locks.	YES	Enhanced security measures installed on all doors. Commercial grade locks on all perimeter doors.
§15047 Alarm System	A licensed alarm company operator or one or more of its registered alarm agents installs, maintains, monitors, and responds to the alarm system.	YES	Security alarm contract current. Alarm system monitored 24/7.
§15047.2 General Requirements	An account within the track and trace system is created and maintained prior to the licensee engaging in any commercial cannabis activity. All activity are accurately recorded in the track and trace system.	YES	METRC system maintained as required.
§15049(a)(b) Track and Trace Reporting	All cannabis and cannabis products on the licensed premises are assigned a plant or package tag, except for harvested plants that are being dried, cured, graded, or trimmed, and recorded in the track and trace system. Activities are recorded in the track and trace system within 24 hours of occurrence.	YES	Random examination of cannabis inventory met with no negative results. All inventory counts were accurate. Activities are recorded in METRC within 24 hours.

REGULATIONS BY BUSINESS TYPE			
DCC CITATIONS	DEFINITIONS	COMPLIANT	COMMENTS / NOTES
Chapter 3. RETAIL			
§15402(a)(b)(c) Customer Access to Retail Area	The age of an individual is confirmed prior to granting him/her access to the licensed premises; one (1) employee is physically present in the retail area at all times; and all sales are done within the retail area of the licensed premises.	YES	Access granted only after ID is checked and confirmed by security.
§15403 Hours of Operation	The licensed premises is open between the hours of 6:00 a.m and 10:00 p.m. PST.	YES	Requirements met.
§15405(a)(b) Cannabis Goods Display	Cannabis goods are only displayed in the retail area. Display containers are accessible to customers with assistance from an employee of the licensee. Employees remain with the customer at all times.	YES	Cannabis goods displayed in the retail area. Employees assist customers at all times. No open samples on sales floor. Inventory is displayed and stored behind the sales counter.
§15406(a)(b) Cannabis Goods for Sale	Cannabis goods are received from a licensed retailer or licensed microbusiness authorized to engage in distribution. The cannabis goods have not exceeded their best-by, sell-by, or expiration date.	YES	Cannabis goods sampled have not exceeded their best-by, sell-by, or expiration dates.
§15407(a)(b)(c) Sale of Non-Cannabis Goods	Cannabis accessories and branded merchandise of any licensee are sold. Prepackaged, non-cannabis-infused, non-alcoholic food and beverages are consumed in the designated consumption area and such activities are allowed by the local jurisdiction. Prepackaged, non-cannabis-infused, non-alcoholic food and beverages sold onsite.	YES	Branded merchandise are sold on the licensed premises.
§15408(a)(1)(2) Sale of Live Plants and Seeds	Plants are not flowering, is shorter and narrower than 18 inches; and plants or seeds originated from a licensed nursery or a licensed microbusiness.	N/A	No live plants and seeds found on-site
§15410 Customer Return of Cannabis Goods	Defective manufactured cannabis products are destroyed or returned to the licensed distributor from whom the cannabis goods were obtained.	YES	Returned cannabis goods are not sold after it has been returned by a customer.
§15412 Prohibition on Packaging and Labeling by a Retailer	Retailer does not accept, possess, or sell cannabis goods that are not packaged as they will be sold at final sale. Retailer does not package or label cannabis goods. Barcodes or a similar stickers may be used in inventory tracking. The barcode or sticker does not obscure any required labels.	YES	Packages sampled compliant with regulations.
§15413(b)(c) Packaging/Exit Packaging	Packages/exit packages are tamper-evident, child resistant, and resealable. Immature plants are not placed in tamper-evident, child resistant, and resealable packaging.	YES	Packages/exit packages meet requirements.
§15414 Non-Storefront Retailer	The non-storefront retailer complies with all the requirements applicable to retailer licensees, except for those provisions related to public access to the licensed premises and the retail area. The licensed premises is closed to the public.	N/A	Licensee holds a Retail Storefront license type.
§15415 Delivery Employees	Delivery employee is at least 21 years of age. A delivery employee provides a copy of the retail license, a copy of the QR Code Certificate, and their employee ID badge to a delivery customer upon request. The retailer maintains an accurate list of delivery employees and the list is available upon request.	N/A	Delivery services are not being provided to customers.
§15417(a)(b)(d) Delivery Vehicle Requirements	Vehicles are enclosed and unmarked; cannabis goods are not visible to the public and in a "secured area within the vehicle"; vehicle is outfitted with a GPS device owned by the Licensee, capable of 90-days recording retention.	N/A	Delivery vehicles not found on-site.
§15418(d) Cannabis Goods Carried During Delivery	The delivery employee must have a delivery inventory ledger of all cannabis goods. The contents of the delivery inventory ledger must comply with the requirements of section 15049.3. The delivery employee shall maintain the delivery inventory ledger in hard copy or electronic copy.	N/A	Delivery vehicles not found on-site.
§15424(a)(b)(c) Inventory Reconciliation	The physical inventory is all accounted for, is consistent with the licensee's inventory records, and made available upon request. If theft, diversion, loss, or significant discrepancy as defined in section 15034 is discovered, the licensee notifies the Department and law enforcement pursuant to section 15036.	YES	Inventory is reconciled monthly. No significant discrepancies to report at the time.
RULES AND REGULATIONS			
CITATIONS	DEFINITIONS	COMPLIANT	COMMENTS / NOTES
OSHA 1910.36 Design and Construction Requirements for Exit Routes	Egress and Evacuation: Exit routes are permanent. A minimum of two (2) exit routes in the workplace are in place and leads directly outside, to a street, or open space. The doors swing out in the direction of exit travel. Exit doors are unlocked. Employees are able to open the door from the inside at all times without keys, tools, or special knowledge.	YES	All emergency exit routes are unlocked are free of obstructions at the time.

REGULATORY COMPLIANCE

Local Requirements



Inspection Date: 03/11/2024 **Inspected By:** Michelle Shaw **Client:** City of Maywood **State License #:** C10-0000082-LIC **Status:** Active

Legal Business Name/DBA: Maywood Green Solutions, LLC dba Haven **Local License #:** CC-019 **Status:** 05/12/2024

LOCAL ORDINANCE AND OTHER REGULATIONS

CITATIONS	DEFINITIONS	COMPLIANT	COMMENTS / NOTES
5-45.02(a) License Required	A valid City license and "CUP" (Conditional Use Permit) are issued under this chapter.	YES	Permits/licenses are current.
5-46.07 (a)(1-6) Operation Requirements	Licensee is compliant with state and local laws, maintains a record system; equipped with commercial grade locks, security alarms, and a camera system; sufficient odor absorbing ventilation and exhaust system are installed.	YES	Meets requirements.
5-46.07 (e)(1)(2) Operation Requirements	Licensee is aware to notify the City Manager and the Chief of Police within 24 hours of discovery any of the following: significant discrepancy in inventory, diversion, theft, loss, or criminal activity.	YES	Licensee acknowledges that any/all activity is to be reported to the City within 24 hours of discovery.
5-46.14 Maintenance of Records	Records are produced at the premises in either hard copy or electronic form.	YES	Records available upon request in both hard and electronic copy.
5-46.15 Site Management	Maintenance of the exterior of the premises meets the requirements of this section.	YES	Meets requirements.



COMPLIANCE NARRATIVE:

The business was operating in compliance with local and state regulations related to premises access control, overall site security, video surveillance, waste management, and inventory tracking. The documents requested and presented were available in electronic and hard copy format. Live access to the inventory tracking system (METRC) and video surveillance system were available and viewable upon request.

The Licensee is COMPLIANT with all state regulations and local ordinances examined at this time. No additional observations or corrective actions were discussed.

It is the responsibility of the licensee to assure their facility is compliant with all state and local regulations. In the event, non-compliant activity is observed, recommendations for corrective action will be made to assist the licensee with making the appropriate changes. Recommendations will be communicated to the licensee subsequent to this report. For questions or concerns, HdL Compliance Services can be reached at 714-879-5000.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 19.

DATE: April 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING

SUBJECT: CONSIDERATION OF THE RENEWAL OF A COMMERCIAL CANNABIS RETAIL LICENSE FOR FIREHOUSE HEALTHCARE INDUSTRIES, INCORPORATED DBA FIREHOUSE 365

RECOMMENDATION:

Staff recommends that the City Council approve the application for a commercial cannabis retail license renewal for Firehouse Healthcare Industries, Incorporated dba Firehouse 365 located at 6118 Atlantic Boulevard, for a one-year term expiring on May 12, 2025.

BACKGROUND:

On August 28, 2019, the Maywood City Council adopted Ordinance 19-03 that changed the status of commercial cannabis uses and businesses in the City. Most significantly, the ordinance banned the issuance of any new commercial cannabis licenses. Applications that were in the process had to have received their license and conditional use permit prior to the effective date of the Ordinance. The adoption of this Ordinance also made any existing commercial cannabis business a non-conforming use subject to the provisions of Section 15.2 of Appendix C of the Zoning Code.

Ordinance 19-03 ("Ordinance") created a process for the renewal of existing licenses. The ordinance details the application renewal process by establishing requirements to determine if an application can be renewed or denied. These requirements must be met to allow the City Council to determine whether a license should be renewed, or if there are grounds for denial as set forth in Section 5-46.05 of the Maywood Municipal Code.

This process requires that the City Council determines if the cannabis entities operate lawfully. The information necessary to make this determination is provided by Hinderliter, de Llamas & Associates ("HdL"). Every year, the business is inspected quarterly to determine if the business is operating in compliance with State law and the City's Ordinance. The inspection also ensures the business operates in a safe manner to protect both employees and customers at each business. Staff accompanies HdL on these inspections to verify compliance with the approved Conditions of Approval for the Conditional Use Permit. These inspections with their suggested remedial actions help to ensure proper operation prior to license renewal.

As part of this renewal process, HdL conducts criminal background checks on all owners, managers, employees, contractors and volunteers employed in Maywood's commercial cannabis industry. All who are found to have disqualifying factors will not be permitted to work, own, manage or volunteer for a cannabis business in Maywood. HdL will also conduct a financial audit annually, which includes the verification of the tracking and tracing of the product and of matching the product with its respective transaction. This measure will detect illegal diversion or the sale of unlicensed (illegal) product, which is central to the verification of the

lawful and complete remittance of the local cannabis tax.

DISCUSSION:

Firehouse 365's Conditional Use Permit was approved on August 21, 2018. Firehouse 365 is a cannabis retailer that obtained their business license in December 2018. All audits and sales tax payments have been made.

Firehouse 365 currently operates as a brick-and-mortar dispensary with a single component; retail. They are licensed by the State of California Bureau of Cannabis Control (license #C10-0000478-LIC) as a Type 10 Retailer, and their license is valid through July 21, 2024.

Renewals per the ordinance are to be renewed annually. The renewal process began last year and is continued throughout the year with quarterly inspections and an annual audit. As a result of the adherence to the regulations, the evaluation of Firehouse's commercial cannabis license renewal application was completed.

Background Check:

Applications for two (2) owners and ten (10) employees were submitted and all background checks were subsequently cleared. Firehouse 365 is in full compliance with this requirement.

Facility Inspection:

HdL has conducted several on-site inspections since Firehouse 365 opened, including a virtual inspection during the Covid-19 pandemic. The latest inspection was conducted on March 11, 2024 with City staff in attendance. City staff and a Compliance Inspector from HdL conducted a facility inspection. The inspection revealed an item out of compliance as follows:

- i. Firehouse 365 was not able to provide proof of security services and that on-site security personnel are present at all times during the hours of operation. The following week, we received a valid contract between Firehouse 365 and their security services.

Subsequently, City Staff performed an unannounced inspection to confirm that the retail business did have on-site security personnel. The item has been resolved.

Financial Audit:

Firehouse 365 is current on all audits.

In conclusion, based on the inspections, investigations and audits described in this report, Staff has determined that the business is in compliance and that none of the conditions in Section 5-45-05(b) exist and therefore, staff recommends that the City Council approve the renewal of the license.

LEGAL REVIEW:

FISCAL IMPACT:

Firehouse 365 pays the 10% Cannabis Business Sales Tax (Revenue Account 4212) on a quarterly basis to the City.

ATTACHMENT(S)

1. FIREHOUSE 2024 QUARTER 1 - COMPLIANCE REPORT

REGULATORY COMPLIANCE

Inspection Report



Inspection Date: 03/11/2024	Inspected By: Michelle Shaw	Client: City of Maywood	Staff Present: YES
Inspection Type: Compliance	Business Type: Retail (Storefront) - Type 10	Staff Name: Calvin Ko	Phone #: (323) 562-5723
Legal Business Name / DBA: Firehouse Healthcare Industries, Inc. dba Firehouse365		State License #: C10-0000478-LIC	
Business Address: 6118 Atlantic Blvd., Maywood, CA 90270		License Expiration Date: 07/21/2024	Status: Active
Contact Name: Alejandro (Alex) Topete		Local License #: 19284	
Phone #:	Email:	License Expiration Date: 12/31/2023	Status: Active; Pending Renewal
Attachments: N/A ☐ Cultivation/Retail Questionnaire ☐ Exhibits ☐ Local Requirements ☒ Supplemental Attachments ☐ Vehicle Inspection ☐ Other ☐			

The inspection was designed to measure compliance related to site security, inventory control, access control, record keeping procedures in addition to other state and local public health and safety requirements. Findings do not represent a final determination of compliance. Please note that all Department of Cannabis Control (DCC) definitions listed below have been summarized. State regulations in their entirety may be found at: <https://cannabis.ca.gov/cannabis-laws/dcc-regulations>

REGULATORY REQUIREMENTS

DCC CITATIONS	DEFINITIONS	COMPLIANT	COMMENTS / NOTES
§15000.1(c)(e)(f) General Requirements	Activities authorized by the license are conducted on the licensed premises. Licensee is the only owner of the license and uses the legal business name on all documents related to commercial cannabis activity.	YES	Licensee is only conducting commercial cannabis activity authorized by their state and local license.
§15000.7 Storage of Inventory	Cannabis goods are only stored within the licensed premises, not stored outdoors, the bathrooms/changing facilities are separated from all storage areas by solid walls (floor to ceiling), and employee break areas are separate and distinct where cannabis is stored. Shipping containers are available as temporary storage space.	YES	Secured cannabis storage is located within the facility and not outdoors. No cannabis inventory found on-site.
§15006(a)(b)(c)(d) Premises Diagram	The premises diagram includes a brief statement or description of the principal activity in each space, identify limited-access areas, and shows where all cameras are located and assigned a number.	YES	Premises Diagram current and reflected accurate information. No changes made from the last inspection.
§15027(a)(f) Modification of Premises or Operations	A License Notification and Request Form (DCC-LIC-027) is submitted to the DCC requesting for approval before any/all material or substantial changes, modifications, or alterations are made on the licensed premises.	N/A	No modifications made from the last inspection.
§15036(a)(b) Notification of Theft, Loss, and Criminal Activity	A Licensee Notification and Request Form (DCC-LIC-028) is submitted to the DCC within 24 hours of discovery of theft, loss, or criminal activity on the licensed premises.	N/A	Nothing to report from the last inspection.
§15037(a)(c)(d) General Record Retention	All records are retained for at least 7 years from date of creation, records are legible and accurate, and stored in a secured area protected from debris, moisture, contamination, and theft.	YES	Requested documents retrieved from the business office. Records are legible and kept in a secured and protected area.
§15039(a)(b)(c)(d)(3) License Posting Requirement	The state license is prominently displayed and viewable by the public; the QR Code can be viewed and scanned from the outside; the QR Code is posted within 3 ft. of any public entrance; and the QR Code can be read by a smartphone from a distance of at least 3 ft.	YES	Current State and Local licenses prominently posted.
§15042(a)(d)(e) Premises Access Requirements	A sign-in/sign-out procedure to establish identification of visitors is implemented. An individual not employed by the licensee is escorted at all times. A record of who entered the limited-access areas is accurately maintained and available upon request.	YES	Sign-in/sign-out procedure is implemented and the visitor log accurately records who entered and exited the limited-access areas of the licensed premises.
§15043 Licensee Employee Badge	Identification badges meeting the requirements of this section are worn by employees on the licensed premises at all times.	YES	All employees are properly badged.
§15044(c)(d)(g)(f)(h) Video Surveillance System	Cameras are permanently mounted in a fixed location; limited-access areas, security rooms, DVR room, exits/entrances are recorded; and recordings are kept a minimum of 90-days.	YES	Video recording systems can retain the 90-day minimum requirement.
§15045 Security Personnel	All security personnel hired or contracted are licensed by the Bureau of Security and Investigative Services, and are at least 21 years of age.	NO	No security personnel were present at the time. The Licensee's employees were checking identification of customers before allowing them access to the limited-access areas of the licensed premises.
§15046 Locks	All limited-access areas and all points of entry/exit to the licensed premises can be securely locked using commercial-grade, nonresidential door locks.	YES	Enhanced security measures installed on all doors. Commercial grade locks on all perimeter doors.
§15047 Alarm System	A licensed alarm company operator or one or more of its registered alarm agents installs, maintains, monitors, and responds to the alarm system.	YES	Security alarm contract current. Alarm system monitored 24/7.
§15047.2 General Requirements	An account within the track and trace system is created and maintained prior to the licensee engaging in any commercial cannabis activity. All activity are accurately recorded in the track and trace system.	YES	METRC system maintained as required.
§15049(a)(b) Track and Trace Reporting	All cannabis and cannabis products on the licensed premises are assigned a plant or package tag, except for harvested plants that are being dried, cured, graded, or trimmed, and recorded in the track and trace system. Activities are recorded in the track and trace system within 24 hours of occurrence.	YES	Random examination of cannabis inventory met with no negative results. All inventory counts were accurate. Activities are recorded in METRC within 24 hours.

REGULATIONS BY BUSINESS TYPE			
DCC CITATIONS	DEFINITIONS	COMPLIANT	COMMENTS / NOTES
Chapter 3. RETAIL			
§15402(a)(b)(c) Customer Access to Retail Area	The age of an individual is confirmed prior to granting him/her access to the licensed premises; one (1) employee is physically present in the retail area at all times; and all sales are done within the retail area of the licensed premises.	YES	Access granted only after ID is checked and confirmed.
§15403 Hours of Operation	The licensed premises is open between the hours of 6:00 a.m and 10:00 p.m. PST.	YES	Requirements met.
§15405(a)(b) Cannabis Goods Display	Cannabis goods are only displayed in the retail area. Display containers are accessible to customers with assistance from an employee of the licensee. Employees remain with the customer at all times.	YES	Cannabis goods displayed in the retail area. Employees assist customers at all times. No open samples on sales floor. Inventory is displayed and stored behind the sales counter.
§15406(a)(b) Cannabis Goods for Sale	Cannabis goods are received from a licensed retailer or licensed microbusiness authorized to engage in distribution. The cannabis goods have not exceeded their best-by, sell-by, or expiration date.	YES	Cannabis goods sampled have not exceeded their best-by, sell-by, or expiration dates
§15407(a)(b)(c) Sale of Non-Cannabis Goods	Cannabis accessories and branded merchandise of any licensee are sold. Prepackaged, non-cannabis-infused, non-alcoholic food and beverages are consumed in the designated consumption area and such activities are allowed by the local jurisdiction. Prepackaged, non-cannabis-infused, non-alcoholic food and beverages sold onsite.	N/A	Branded merchandise are not sold on the licensed premises.
§15408(a)(1)(2) Sale of Live Plants and Seeds	Plants are not flowering, is shorter and narrower than 18 inches; and plants or seeds originated from a licensed nursery or a licensed microbusiness.	YES	Live plants were sold on-site at the time.
§15410 Customer Return of Cannabis Goods	Defective manufactured cannabis products are destroyed or returned to the licensed distributor from whom the cannabis goods were obtained.	YES	Returned cannabis goods are not sold after it has been returned by a customer.
§15412 Prohibition on Packaging and Labeling by a Retailer	Retailer does not accept, possess, or sell cannabis goods that are not packaged as they will be sold at final sale. Retailer does not package or label cannabis goods. Barcodes or a similar stickers may be used in inventory tracking. The barcode or sticker does not obscure any required labels.	YES	Packages sampled compliant with regulations.
§15413(b)(c) Packaging/Exit Packaging	Packages/exit packages are tamper-evident, child resistant, and resealable. Immature plants are not placed in tamper-evident, child resistant, and resealable packaging.	YES	Packages/exit packages meet requirements.
§15414 Non-Storefront Retailer	The non-storefront retailer complies with all the requirements applicable to retailer licensees, except for those provisions related to public access to the licensed premises and the retail area. The licensed premises is closed to the public.	N/A	Licensee holds a Retail Storefront license type.
§15415 Delivery Employees	Delivery employee is at least 21 years of age. A delivery employee provides a copy of the retail license, a copy of the QR Code Certificate, and their employee ID badge to a delivery customer upon request. The retailer maintains an accurate list of delivery employees and the list is available upon request.	N/A	Delivery services are not being provided to customers.
§15417(a)(b)(d) Delivery Vehicle Requirements	Vehicles are enclosed and unmarked; cannabis goods are not visible to the public and in a "secured area within the vehicle"; vehicle is outfitted with a GPS device owned by the Licensee, capable of 90-days recording retention.	N/A	Delivery vehicles not found on-site.
§15418(d) Cannabis Goods Carried During Delivery	The delivery employee must have a delivery inventory ledger of all cannabis goods. The contents of the delivery inventory ledger must comply with the requirements of section 15049.3. The delivery employee shall maintain the delivery inventory ledger in hard copy or electronic copy.	N/A	Delivery vehicles not found on-site.
§15424(a)(b)(c) Inventory Reconciliation	The physical inventory is all accounted for, is consistent with the licensee's inventory records, and made available upon request. If theft, diversion, loss, or significant discrepancy as defined in section 15034 is discovered, the licensee notifies the Department and law enforcement pursuant to section 15036.	YES	Inventory is reconciled monthly. No significant discrepancies to report at the time.
RULES AND REGULATIONS			
CITATIONS	DEFINITIONS	COMPLIANT	COMMENTS / NOTES
OSHA 1910.36 Design and Construction Requirements for Exit Routes	Egress and Evacuation: Exit routes are permanent. A minimum of two (2) exit routes in the workplace are in place and leads directly outside, to a street, or open space. The doors swing out in the direction of exit travel. Exit doors are unlocked. Employees are able to open the door from the inside at all times without keys, tools, or special knowledge.	YES	All emergency exit routes are unlocked are free of obstructions at the time.

REGULATORY COMPLIANCE

Local Requirements



Inspection Date: 03/11/2024 **Inspected By:** Michelle Shaw **Client:** City of Maywood **State License #:** C10-0000478-LIC **Status:** Active

Legal Business Name/DBA: Firehouse Healthcare Industries, Inc. dba Firehouse365 **Local License #:** 19284 **Status:** Active

LOCAL ORDINANCE AND OTHER REGULATIONS

CITATIONS	DEFINITIONS	COMPLIANT	COMMENTS / NOTES
5-45.02(a) License Required	A valid City license and "CUP" (Conditional Use Permit) are issued under this chapter.	YES	Permits/licenses are current.
5-46.07 (a)(1-6) Operation Requirements	Licensee is compliant with state and local laws, maintains a record system; equipped with commercial grade locks, security alarms, and a camera system; sufficient odor absorbing ventilation and exhaust system are installed.	YES	Meets requirements.
5-46.07 (e)(1)(2) Operation Requirements	Licensee is aware to notify the City Manager and the Chief of Police within 24 hours of discovery any of the following: significant discrepancy in inventory, diversion, theft, loss, or criminal activity.	YES	Licensee acknowledges that any/all activity is to be reported to the City within 24 hours of discovery.
5-46.14 Maintenance of Records	Records are produced at the premises in either hard copy or electronic form.	YES	Records available upon request in both hard and electronic copy.
5-46.15 Site Management	Maintenance of the exterior of the premises meets the requirements of this section.	YES	Meets requirements.



COMPLIANCE NARRATIVE:

The business was operating in accordance with local and state regulations related to premises access control, overall site security, video surveillance, waste management, and inventory tracking. During the examination of the licensee's books and records, the list of employees presented was incomplete and missing names of new employees. The manager explained that one of the persons currently working was in "training" and issued a visitor badge. At the time, this individual was not listed on the employee list, had not completed a background application, and was not issued the required employee identification badge. The manager immediately sent the individual home.

Before the writing of this report, the following information was received: A complete and current list of employees; confirmation that all employees listed on the current "Employee List" have completed a background application; and digital copies of the missing employee's identification badges. The documents requested and presented were available in electronic and hard copy format. Live access to the inventory tracking system (METRC) and video surveillance system were available and viewable upon request.

HdL is making the following recommendation that requires a response demonstrating proof of correction.

RECOMMENDATIONS FOR CORRECTIVE ACTION

1) §15045 SECURITY PERSONNEL

CORRECTIVE ACTION: Licensee should confirm and provide proof to the City that security services and on-site security personnel are present at all times during the hours of operation.

It is the responsibility of the licensee to assure their facility is compliant with all state and local regulations. In the event, non-compliant activity is observed, recommendations for corrective action will be made to assist the licensee with making the appropriate changes. Recommendations will be communicated to the licensee subsequent to this report. For questions or concerns, HdL Compliance Services can be reached at 714-879-5000.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 20.

DATE: April 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING

SUBJECT: CONSIDERATION OF THE RENEWAL OF A COMMERCIAL CANNABIS MICROBUSINESS LICENSE FOR MAYWOOD L'CHAIM DBA COOKIES

RECOMMENDATION:

Staff recommends that the City Council approve the application for the commercial cannabis microbusiness license renewal for Maywood L'Chaim ("Cookies"), located at 5815 Maywood Avenue, for a one-year term expiring on May 12, 2025, and authorize the Director of Building and Planning to notify the applicant in writing of the City Council's decision.

BACKGROUND:

On August 28, 2019, the Maywood City Council adopted ordinance 19-03 that changed the status of commercial cannabis uses and businesses in the City. Most significantly, the ordinance banned the issuance of any new commercial cannabis licenses. Applications that were in the process had to have received their license and conditional use permit prior to the effective date of the Ordinance. The adoption of this Ordinance also made any existing commercial cannabis business a non-conforming use subject to the provisions of Section 15.2 of Appendix C of the Zoning Code.

Ordinance 19-03 ("Ordinance") created a process for the renewal of existing licenses. The ordinance details the application renewal process by establishing requirements to determine if an application can be renewed or denied. These requirements must be met to allow the City Council to determine whether a license should be renewed, or if there are grounds for denial as set forth in Section 5-46.05 of the Maywood Municipal Code.

This process requires that the City Council determines if the cannabis entities operate lawfully. The information necessary to make this determination is provided by Hinderliter, de Llamas & Associates ("HdL"). Every year, the business is inspected quarterly to determine if the business is operating in compliance with State law and the City's Ordinances. The inspection also ensures the business operates in a safe manner to protect both employees and customers at each business. Staff accompanies HdL on these inspections to verify compliance with the approved Conditions of Approval for the Conditional Use Permit. These inspections with their suggested remedial actions help to ensure proper operation prior to license renewal.

As part of this renewal process, HdL conducts criminal background checks on all owners, managers, employees, contractors and volunteers employed in Maywood's commercial cannabis industry. All who are found to have disqualifying factors will not be permitted to work, own, manage or volunteer for a cannabis business in Maywood. HdL will also conduct a financial audit annually, which includes the verification of the tracking and tracing of the product and of matching the product with its respective transaction. This measure will detect illegal diversion or the sale of unlicensed (illegal) product, which is central to the verification of the

lawful and complete remittance of the local cannabis tax.

DISCUSSION:

Cookies' Conditional Use Permit was approved on August 15, 2017. Cookies is a cannabis microbusiness that obtained their business license in January 2018. All sales tax payments have been made.

Cookies currently operates as a microbusiness with four components: retail, cultivation, manufacturing and distribution. They are licensed by the State of California Bureau of Cannabis Control (license #C12-0000233-LIC) as a microbusiness, and their license is valid through August 1, 2024.

Renewals per the ordinance are to be renewed annually. The renewal process began last year and is continued throughout the year with quarterly inspections and an annual audit. As a result of the adherence to the regulations, the evaluation of Cookie's commercial cannabis license renewal application was completed.

Background Check:

Applications for one (1) owners and forty-one (41) employees were submitted and all background checks were subsequently cleared. Cookies is in full compliance with this requirement.

Facility Inspection:

HdL has conducted several on-site inspections since Cookies opened, including a virtual inspection during the Covid-19 pandemic. The latest inspection was conducted on March 11, 2024 with City staff in attendance. City staff and a Compliance Inspector from HdL conducted a facility inspection. The inspection revealed no non-compliance items. As a result, the facility is considered to be in full compliance.

Financial Audit:

Cookies is current on all audits.

In conclusion, based on the inspections, investigations and audits described in this report, Staff has determined that the business is within compliance and that none of the conditions in Section 5-46.05(b) exist and therefore, staff recommends that the City Council approve the renewal of the license.

LEGAL REVIEW:

FISCAL IMPACT:

Cookies pays the 10% Cannabis Business Sales Tax (revenue account 4212) on a quarterly basis to the City.

ATTACHMENT(S)

1. COOKIE 2024 QUARTER 1 - COMPLIANCE REPORT

REGULATORY COMPLIANCE

Inspection Report



Inspection Date: 03/11/2024	Inspected By: Michelle Shaw	Client: City of Maywood	Staff Present: YES
Inspection Type: Compliance	Business Type: Microbusiness - Type 12	Staff Name: Calvin Ko	Phone #: (323) 562-5723
Legal Business Name / DBA: Maywood L'Chaim dba Cookies		State License #: C12-0000233-LIC (Retailer-T10/Distributor/Cultivator)	
Business Address: 5815 Maywood Ave., Maywood, CA 90270		License Expiration Date: 08/01/2024	Status: Active
Contact Name: Edwin Movagharian (Licensee/Owner)		Local License #: 16007363	
Phone #:	Email:	License Expiration Date: 12/31/2024	Status: Active
Attachments: N/A ☐ Cultivation/Retail Questionnaire ☐ Exhibits ☐ Local Requirements ☒ Supplemental Attachments ☐ Vehicle Inspection ☐ Other ☐			

The inspection was designed to measure compliance related to site security, inventory control, access control, record keeping procedures in addition to other state and local public health and safety requirements. Findings do not represent a final determination of compliance. Please note that all Department of Cannabis Control (DCC) definitions listed below have been summarized. State regulations in their entirety may be found at: <https://cannabis.ca.gov/cannabis-laws/dcc-regulations>

REGULATORY REQUIREMENTS

DCC CITATIONS	DEFINITIONS	COMPLIANT	COMMENTS / NOTES
\$15000.1(c)(e)(f) General Requirements	Activities authorized by the license are conducted on the licensed premises. Licensee is the only owner of the license and uses the legal business name on all documents related to commercial cannabis activity.	YES	Licensee is conducting Retailer, Distributor, and Cultivator activities authorized by their state and local licenses.
\$15000.7 Storage of Inventory	Cannabis goods are only stored within the licensed premises, not stored outdoors, the bathrooms/changing facilities are separated from all storage areas by solid walls (floor to ceiling), and employee break areas are separate and distinct where cannabis is stored. Shipping containers are available as temporary storage space.	YES	Secured cannabis storage is located within the facility and not outdoors. No cannabis inventory found on-site.
\$15006(a)(b)(c)(d) Premises Diagram	The premises diagram includes a brief statement or description of the principal activity in each space, identify limited-access areas, and shows where all cameras are located and assigned a number.	YES	Premises Diagram current and reflected accurate information. No changes made from the last inspection.
\$15027(a)(f) Modification of Premises or Operations	A License Notification and Request Form (DCC-LIC-027) is submitted to the DCC requesting for approval before any/all material or substantial changes, modifications, or alterations are made on the licensed premises.	N/A	No modifications made from the last inspection.
\$15036(a)(b) Notification of Theft, Loss, and Criminal Activity	A Licensee Notification and Request Form (DCC-LIC-028) is submitted to the DCC within 24 hours of discovery of theft, loss, or criminal activity on the licensed premises.	N/A	Nothing to report.
\$15037(a)(c)(d) General Record Retention	All records are retained for at least 7 years from date of creation, records are legible and accurate, and stored in a secured area protected from debris, moisture, contamination, and theft.	YES	Requested documents retrieved from the business office. Records are legible and kept in a secured and protected area.
\$15039(a)(b)(c)(d)(3) License Posting Requirement	The state license is prominently displayed and viewable by the public; the QR Code can be viewed and scanned from the outside; the QR Code is posted within 3 ft. of any public entrance; and the QR Code can be read by a smartphone from a distance of at least 3 ft.	YES	State and local licenses prominently posted.
\$15042(a)(d)(e) Premises Access Requirements	A sign-in/sign-out procedure to establish identification of visitors is implemented. An individual not employed by the licensee is escorted at all times. A record of who entered the limited-access areas is accurately maintained and available upon request.	YES	Sign-in/sign-out sheet meet requirement.
\$15043 Licensee Employee Badge	Identification badges meeting the requirements of this section are worn by employees on the licensed premises at all times.	YES	All employees are properly badged.
\$15044(c)(d)(g)(f)(h) Video Surveillance System	Cameras are permanently mounted in a fixed location; limited-access areas, security rooms, DVR room, exits/entrances are recorded; and recordings are kept a minimum of 90-days.	YES	Before the writing of this report, the Licensee provided a letter from the monitoring company that the system is capable of 90-day video retention.
\$15045 Security Personnel	All security personnel hired or contracted are licensed by the Bureau of Security and Investigative Services, and are at least 21 years of age.	YES	Two (2) security guards on-site during business hours.
\$15046 Locks	All limited-access areas and all points of entry/exit to the licensed premises can be securely locked using commercial-grade, nonresidential door locks.	YES	Commercial grade locks on all perimeter doors.
\$15047 Alarm System	A licensed alarm company operator or one or more of its registered alarm agents installs, maintains, monitors, and responds to the alarm system.	YES	Security alarm contract current. Alarm system monitored 24/7.
\$15047.2 General Requirements	An account within the track and trace system is created and maintained prior to the licensee engaging in any commercial cannabis activity. All activity are accurately recorded in the track and trace system.	YES	METRC account is used to record all cannabis activity.
\$15049(a)(b) Track and Trace Reporting	All cannabis and cannabis products on the licensed premises are assigned a plant or package tag, except for harvested plants that are being dried, cured, graded, or trimmed, and recorded in the track and trace system. Activities are recorded in the track and trace system within 24 hours of occurrence.	YES	Inventory properly tagged. METRC inventory counts are accurate. Activities are recorded in METRC within 24 hours.

REGULATIONS BY BUSINESS TYPE			
DCC CITATIONS	DEFINITIONS	COMPLIANT	COMMENTS / NOTES
Chapter 2. DISTRIBUTOR			
§15300 Distribution Activities	Only cannabis and cannabis products, cannabis accessories, and licensees' branded merchandise or promotional materials are distributed by the licensee.	YES	Licensee is only conducting commercial cannabis activity authorized by their state and local license.
§15301(b) Storage Services	Distributor provides storage services to other licensees for cannabis goods packaged as they will be sold at retail, cannabis accessories, and licensees' branded merchandise or promotional materials only.	YES	No storage services offered to other licensees.
§15302(a)(b) Storage of Batches for Testing	All batches of cannabis or cannabis products are stored separately and distinctly from other batches of cannabis or cannabis products on the licensed premises. All batches have the required label per this section.	YES	Meets requirements.
§15303(a)(b) Packaging, Labeling, and Rolling	All packages of cannabis in the form of dried flower, including pre-rolls is compliant with the requirements of Chapter 11 (Labeling and Packaging). A licensed Distributor may roll pre-rolls that consist exclusively of any combination of flower, shake, leaf, or kief.	YES	Meets requirements.
§15305 Testing Sample	Employees of the licensed Distributor is present to observe the laboratory employee obtain the sample. The sampling are video-recorded and the recordings are maintained for 90 calendar days.	YES	Licensee explained their sampling process.
§15306(c) Regulatory Compliance Testing Results	Copies of the required Certificate of Analysis (COA) are available electronically.	YES	Records available upon request.
§15308(a) Insurance Requirement	Commercial general liability insurance is in the aggregate amount of \$2M (no less) and \$1M (no less) for each loss.	YES	Coverage amounts meet requirements.
§15309(a) Inventory Accounting	All inventory is accounted for and the information is provided upon request.	YES	Inventory is accounted for and records provided upon request.
§15311(f)(g) Required for the Transportation of Cannabis	Cannabis and cannabis products are transported inside of a vehicle/trailer and not be visible from the outside; and products are in a fully enclosed, windowless, locked trailer or trunk that cannot be accessed from inside the vehicle.	YES	Meets requirements.
§15312(a) Required Transport Vehicle Information	Copies of the certificate of ownership or registration card issued by the CA DMV, the year, make, model, license plate number, and Vehicle Identification Number in writing, and proof of insurance is provided upon request.	YES	Meets requirements. All information is current.
§15314(a) Shipping Manifest	A shipping manifest is generated through the track and trace system prior to transporting cannabis or cannabis products.	YES	Shipping manifest document sampled compliant with regulation.
Chapter 8. MANUFACTURER			
§17117(c) License Constraints	Cannabinoid concentrates and extracts used are manufactured or processed from cannabis obtained from a licensed cannabis cultivator.	N/A	No Manufacturer license issued.
§17206.1(a) Certification of Closed-Loop Systems	The closed-loop system is commercially manufactured and bear a permanently affixed and visible serial number.	N/A	
§17208(a) Quality Control (QC) Program	The Quality Control (QC) program implemented ensures that cannabis and cannabis products are not adulterated or misbranded.	N/A	
§17213(a)(1)(2)(3)(b) Manufacturing Procedures	The following procedures are established and implemented: a Product Quality Plan, Master Manufacturing Protocols, and Batch Production Records. All manufacturing records and procedures are in writing.	N/A	
§17216(b)(11) Batch Production Record	The batch production records documents the UID and the batch or lot number of the finished batch of cannabis product and the UIDs of all cannabis or cannabis products used in the batch.	N/A	
§17217(a) Standard Operating Procedures (SOP)	All written SOPs are easily accessible to onsite personnel.	N/A	
§17218(b) Inventory Control	On-hand inventory of cannabis and cannabis products at the licensed premises are reconciled with the records in the track and trace system at least once every thirty (30) calendar days.	N/A	
§17221(a)(c) Weighing Devices and Weighmasters	Weighing devices approved, tested, and sealed in accordance with the requirements in Business and Professions Code are in use on the licensed premises. Proof of a current weighmaster certificate is posted onsite.	N/A	
§17223(b)(c) Waste Management	A written Cannabis Waste Management Plan describing methods by which cannabis waste will be disposed of, as applicable to the licensee's activities, is implemented. Any/all cannabis waste is stored in a secured waste receptacle or secured area on the licensed premises until the time of disposal.	N/A	

REGULATIONS BY BUSINESS TYPE			
DCC CITATIONS	DEFINITIONS	COMPLIANT	COMMENTS / NOTES
Chapter 7. CULTIVATOR			
§16202 General Cultivation Requirements	All transfers of cannabis and nonmanufactured cannabis product from a licensed cultivation premises is conducted by a distributor licensed by the Department.	YES	Meets requirements.
§16300(b) Cultivation Requirements	All plants or portions of a plant used for seed production are tagged with a plant tag.	YES	UID tags are used.
§16306(b)(2) and (d) Generator Requirements	All generators on the licensed premises are equipped with non-resettable hour-meters. For portable or stationary engines, a Permit to Operate or other proof of engine registration has been obtained from the Local Air District with jurisdiction over the licensed premises.	N/A	Generators are not required by the City.
§16307(b)(2) Pesticide Use	All applicable pesticide application and storage protocols are compliant with regulations. Chemicals are stored in a secured building or shed to prevent access by wildlife.	N/A	Licensee does not use pesticides.
§16308(a)(1)(2) Canopy Requirement	Each canopy is marked with clearly identifiable physical boundaries and of sufficient size to contain plants in their entirety at any point in time.	YES	Canopy areas sufficient in size for mature plants.
§16309(a) Cultivation Plan Requirements	The Cultivation Plan includes a Premises Diagram, a Cannabis Waste Management Plan, and a Pest Management Plan.	YES	Meets requirements.
§16310(a)(2) Pest Management Plan	Pest Management protocols include chemical, biological, and cultural methods, used to prevent and control pests on the cultivation site.	YES	Pest management protocols in place.
Chapter 4. MICROBUSINESS			
§15500(b) and (c) Microbusiness	The microbusiness license all commercial cannabis activities applied for. Three (3) of the following commercial cannabis activities are performed on the licensed premises: cultivation, manufacturing, distribution, and retail.	YES	Licensee holds Distributor, Retailer, Cultivator (less than 10K sq ft) licenses.
Chapter 6. TESTING LABORATORY			
§15701(a)(c) and (d) General Laboratory License Requirements	ISO/IEC 17025 certificate of accreditation is available upon request. All records associated with the ISO/IEC 17025 accreditation is retained. A separate and distinct separation of laboratory testing activities and records regulated by this division is maintained.	N/A	No Laboratory Testing licensed issued.
§15704(a)(b) Sampling Standard Operating Procedures	The licensed laboratory has a sampling standard operating procedure (SOP) that describes the laboratory's method for obtaining representative samples of cannabis or cannabis products. The SOP is accessible to the sampler during sampling.	N/A	
§15706(c)(d) Chain of Custody (COC)	The date, time, and the names and signatures of persons involved are recorded on the COC form. The COC form for a change of custody between licensees has not been altered.	N/A	
§15709 Laboratory Transportation of Product Samples	Products are stored in a secure, fully enclosed trunk, or compartment within the interior of the vehicle. The vehicle/trailer has an alarm system and owned or leased by the licensee. Proof of valid vehicle registration and current insurance is available upon request.	N/A	
§15710(b) Laboratory Receipt of Samples obtained from a Distributor or Microbusiness	The licensed laboratory employee who receives the sample has completed the COC to include date, print, and sign their name on the accompanying sample COC.	N/A	
§15711(b) Laboratory Analyses Standard Operating Procedures ("SOP")	All Standard Operation Procedures (SOPs) are kept at the licensed premises, each SOP is accessible to laboratory employees during operating hours, and made available upon request.	N/A	
§15726(a)(c) Certificate of Analysis (COA)	A Certificate of Analysis (COA) is generated for each sample analyzed. A copy of the COA is recorded into the track and trace system and simultaneously uploaded to the DCC via email with a file name "METRC UID Number and Test Sample ID" and "Passed/Fail" in the heading.	N/A	
§15728 Post Testing Sample Retention	The reserve sample is kept at a minimum for 45 business days after the analyses, after which time it is destroyed and denatured to the point the material is rendered unrecognizable and unusable.	N/A	
§15729(a) Laboratory Quality Assurance (LQA)	The licensed laboratory has a LQA program to assure the reliability and validity of the analytical data produced by the laboratory.	N/A	
§15735(a) Laboratory Audits	An internal audit is conducted at least once per year or in accordance with the ISO/IEC 17025 accrediting body's requirement.	N/A	
§15736(b) Employee Qualifications	An employee training program is developed and implemented to ensure competency of laboratory employees for their assigned functions.	N/A	

REGULATIONS BY BUSINESS TYPE			
DCC CITATIONS	DEFINITIONS	COMPLIANT	COMMENTS / NOTES
Chapter 3. RETAILER			
§15402(a)(b)(c) Customer Access to Retail Area	The age of an individual is confirmed prior to granting him/her access to the licensed premises; one (1) employee is physically present in the retail area at all times; and all sales are done within the retail area of the licensed premises.	YES	Access granted only after identification is checked and confirmed by security.
§15403 Hours of Operation	The licensed premises is open between the hours of 6:00 a.m. and 10:00 p.m. PST.	YES	Hours of operation are within state requirements.
§15403.1 Requirements While Not Open for Business	The licensed premises is securely locked with commercial-grade, nonresidential door locks, has an active alarm, and only employees and authorized individuals are allowed access.	YES	Meets requirements.
§15405(a)(b) Cannabis Goods Display	Cannabis goods are only displayed in the retail area. Display containers are accessible to customers with assistance from an employee of the licensee. Employees remain with the customer at all times.	YES	Display containers accessible to customers, securely tethered, with assistance from employees of the licensee.
§15406(a)(b) Cannabis Goods for Sale	Cannabis goods are received from a licensed retailer or licensed microbusiness authorized to engage in distribution. The cannabis goods have not exceeded their best-by, sell-by, or expiration date.	YES	METRC manifest checked. Cannabis inventory delivered to the licensee by a licensed distributor.
§15407 Sale of Non-Cannabis Goods	Cannabis accessories and branded merchandise of any licensee are sold. Prepackaged, non-cannabis-infused, non-alcoholic food and beverages are consumed in the designated consumption area on the licensed premises and such activities are allowed by the local jurisdiction.	YES	Branded merchandise and accessories are sold on the licensed premises.
§15408(a)(1)(2) Sale of Live Plants and Seeds	Plants are not flowering, is shorter and narrower than 18 inches; and plants or seeds originated from a licensed nursery or a licensed microbusiness.	YES	No plants or seeds sold on-site.
§15410 Customer Return of Cannabis Goods	Defective manufactured cannabis products are destroyed or returned to the licensed distributor from whom the cannabis goods were obtained.	YES	Meets requirements.
§15413(b)(c) Packaging/Exit Packaging	Packages/exit packages are tamper-evident, child resistant, and resealable. Immature plants are not placed in tamper-evident, child resistant, and resealable packaging.	YES	Exit packages are state compliant.
§15414 Non-Storefront Retailer	The non-storefront retailer complies with all the requirements applicable to retailer licensees, except for those provisions related to public access to the licensed premises and the retail area. The licensed premises is closed to the public.	N/A	Not applicable to this licensed premises. Licensee holds a Storefront Retailer license.
§15415 Delivery Employees	Delivery employee is at least 21 years of age. A delivery employee provides a copy of the retail license, a copy of the QR Code Certificate, and their employee ID badge to a delivery customer upon request. The retailer maintains an accurate list of delivery employees and the list is available upon request.	YES	Meets requirements.
§15417(a)(b)(d) Delivery Vehicle Requirements	Vehicles are enclosed and unmarked; cannabis goods are not visible to the public and in a "secured area within the vehicle"; vehicle is outfitted with a GPS device owned by the Licensee, capable of 90-days recording retention.	YES	Meets requirements.
§15424(a)(b)(c) Inventory Reconciliation	The physical inventory is all accounted for, is consistent with the licensee's inventory records, and made available upon request.	YES	Before the writing of this report, the licensee was able to show proof that inventory has been reconciled.
RULES AND REGULATIONS			
CITATIONS	DEFINITIONS	COMPLIANT	COMMENTS / NOTES
OSHA 1910.36 Design and Construction Requirements for Exit Routes	Egress and Evacuation: Exit routes are permanent. A minimum of two (2) exit routes in the workplace are in place and leads directly outside, to a street, or open space. The doors swing out in the direction of exit travel. Exit doors are unlocked. Employees are able to open the door from the inside at all times without keys, tools, or special knowledge.	YES	All emergency exit routes are unlocked are free of obstructions at the time.

REGULATORY COMPLIANCE
Local Requirements



Inspection Date: 03/11/2024	Inspected By: Michelle Shaw	Client: City of Maywood	State License #: C12-0000233-LIC	Status: Active
Legal Business Name/DBA: Maywood L'Chaim dba Cookies		Local License #: 16007363		Status: Active

LOCAL ORDINANCE AND OTHER REGULATIONS

CITATIONS	DEFINITIONS	COMPLIANT	COMMENTS / NOTES
5-45.02(a) License Required	A valid City license and "CUP" (Conditional Use Permit) are issued under this chapter.	YES	Permits/licenses are current.
5-46.07 (a)(1-6) Operation Requirements	Licensee is compliant with state and local laws, maintains a record system; equipped with commercial grade locks, security alarms, and a camera system; sufficient odor absorbing ventilation and exhaust system are installed.	YES	Meets requirements.
5-46.07 (e)(1)(2) Operation Requirements	Licensee is aware to notify the City Manager and the Chief of Police within 24 hours of discovery any of the following: significant discrepancy in inventory, diversion, theft, loss, or criminal activity.	YES	Licensee acknowledges that any/all activity is to be reported to the City within 24 hours of discovery.
5-46.14 Maintenance of Records	Records are produced at the premises in either hard copy or electronic form.	YES	Records available upon request in both hard and electronic copy.
5-46.15 Site Management	Maintenance of the exterior of the premises meets the requirements of this section.	YES	Meets requirements.



COMPLIANCE NARRATIVE:

The business was operating in compliance with local and state regulations related to premises access control, overall site security, video surveillance, waste management, and inventory tracking. The documents requested and presented were available in electronic and hard copy format. Live access to the inventory tracking system (METRC) and video surveillance system were available and viewable upon request.

The Licensee is COMPLIANT with all state regulations and local ordinances examined at this time. No additional observations or corrective actions were discussed.

It is the responsibility of the licensee to assure their facility is compliant with all state and local regulations. In the event non-compliant activity is observed, recommendations for corrective action will be made to assist the licensee with making the appropriate changes. Recommendations will be communicated to the licensee subsequent to this report. For questions or concerns, HdL Compliance Services can be reached at (714) 879-5000.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 21.

DATE: April 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING

SUBJECT: CONSIDERATION OF THE RENEWAL OF A COMMERCIAL CANNABIS MICROBUSINESS LICENSE FOR SINSEMILLA INDO GROUP, INCORPORATED DBA OG NATION

RECOMMENDATION:

Staff recommends that the City Council approve the application for the renewal of a commercial cannabis microbusiness license for Sinsemilla Indo Group, Incorporated dba OG Nation located at 6142 Walker Avenue, for a one-year term expiring on May 12, 2025, and authorize the Director of Building and Planning to notify the applicant in writing of the City Council's decision.

BACKGROUND:

On August 28, 2019, the Maywood City Council adopted ordinance 19-03 that changed the status of commercial cannabis uses and businesses in the City. Most significantly, the ordinance banned the issuance of any new commercial cannabis licenses. Applications that were in the process had to have received their license and conditional use permit prior to the effective date of the Ordinance. The adoption of this Ordinance also made any existing commercial cannabis business a non-conforming use subject to the provisions of Section 15.2 of Appendix C of the Zoning Code.

Ordinance 19-03 ("Ordinance") created a process for the renewal of existing licenses. The ordinance details the application renewal process by establishing requirements to determine if an application can be renewed or denied. These requirements must be met to allow the City Council to determine whether a license should be renewed, or if there are grounds for denial.

This process requires that the City Council determines if the cannabis entities operate lawfully. The information necessary to make this determination is provided by Hinderliter, de Llamas & Associates ("HdL"). Every year the business is inspected quarterly to determine if the business is operating in compliance with State law and the City's Ordinance. The inspection also ensures the business operates in a safe manner to protect both employees and customers at each business. Staff accompanies HdL on these inspections to verify compliance with the approved Conditions of Approval for the Conditional Use Permit. These inspections with their suggested remedial actions help to ensure proper operation prior to license renewal.

As part of this renewal process HdL conducts criminal background checks on all owners, managers, employees, contractors and volunteers, employed in Maywood's commercial cannabis industry. All who are found to have disqualifying factors will not be permitted to work, own, manage or volunteer for a cannabis business in Maywood. HdL will also conduct a financial audit annually, which includes the verification of the tracking and tracing of the product and of matching the product with its respective transaction. This measure

will detect illegal diversion or the sale of unlicensed (illegal) product, which is central to the verification of the lawful and complete remittance of the local cannabis tax.

DISCUSSION:

OG Nation's Conditional Use Permit was approved on December 19, 2017. OG Nation is a cannabis microbusiness that obtained their business license in December 2018. An audit has been conducted and sales tax payments are up to date.

OG Nation currently operates as a microbusiness with four components: retail, cultivation, manufacturing and distribution. They are licensed by the State of California Bureau of Cannabis Control (license #C12-0000238-LIC) as a Type 12 Microbusiness: Storefront retail, Distribution, and Manufacturer Packaging only and their license is valid through August 12, 2024.

Renewals per the ordinance are to be renewed annually. We started the renewal process last year and continued with the quarterly inspections and annual audits. As a result of the adherence to the regulations, the evaluation of OG Nation's commercial cannabis license renewal application was completed.

Background Check:

Applications for one (1) owner and thirty-six (36) employees were submitted and all background checks were subsequently cleared. OG Nation is in full compliance with this requirement.

Facility Inspection:

HdL has conducted several on-site inspections since OG Nation opened, including a virtual inspection during the Covid-19 pandemic. The latest inspection was conducted on March 11, 2024 with City staff in attendance. City staff and a Compliance Inspector from HdL conducted a facility inspection. The inspection revealed two non-compliances; but have since been resolved. The items are as follows:

- i. Weighing devices did not have valid certification. At the time of the inspection, OG Nation was not able to produce the certificate for their weighing devices. Since the inspection, staff has been provided with a County of Los Angeles Weights and Measures Device Registration Certificate. The certificate is valid from December 15, 2023 to December 13, 2024.
- ii. At the time of inspection, OG Nation was not able to produce a copy of standard operating procedures (SOP) detailing how the business renders its product waste as unusable, unrecognizable, and disposed of within the licensed premises. Since the inspection, OG Nation has provided an electronic copy of their SOP, which has been deemed in compliance.

Financial Audit:

OG Nation is current on all audits.

In conclusion, based on the inspections, investigations and audits described in this report, staff has determined that the business is working with the City to be within compliance of the conditions in Section 5-45-05(b). Staff recommends that the City Council approve the renewal of the license.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

OG Nation's dispensary pays the 10% Cannabis Business Sales Tax (Revenue Account 4212) on a quarterly basis to the City.

ATTACHMENT(S)

1. OG NATION 2024 QUARTER 1 - COMPLIANCE REPORT

REGULATORY COMPLIANCE

Inspection Report



Inspection Date: 03/11/2024	Inspected By: Michelle Shaw	Client: City of Maywood	Staff Present: YES
Inspection Type: Compliance	Business Type: Microbusiness - Type 12	Staff Name: Calvin Ko	Phone #: (323) 562-5723
Legal Business Name / DBA: Sinsemilla Indo Group dba OG Nation		State License #: C12-0000238-LIC (Retailer-T10/Distributor/Manufacturer-T6)	
Business Address: 6142 Walker Ave., Maywood, CA 90270		License Expiration Date: 08/01/2024	Status: Active
Contact Name: Sigrid Lopez (Licensee/Owner)		Local License #: 16008494	
Phone #:	Email:	License Expiration Date: 12/31/2023	Status: Active; Pending Renewal
Attachments: N/A ☐ Cultivation/Retail Questionnaire ☐ Exhibits ☐ Local Requirements ☒ Supplemental Attachments ☐ Vehicle Inspection ☐ Other ☐			

The inspection was designed to measure compliance related to site security, inventory control, access control, record keeping procedures in addition to other state and local public health and safety requirements. Findings do not represent a final determination of compliance. Please note that all Department of Cannabis Control (DCC) definitions listed below have been summarized. State regulations in their entirety may be found at: <https://cannabis.ca.gov/cannabis-laws/dcc-regulations>

REGULATORY REQUIREMENTS

DCC CITATIONS	DEFINITIONS	COMPLIANT	COMMENTS / NOTES
\$15000.1(c)(e)(f) General Requirements	Activities authorized by the license are conducted on the licensed premises. Licensee is the only owner of the license and uses the legal business name on all documents related to commercial cannabis activity.	YES	Licensee is conducting Retailer, Distributor, and Manufacturer activities authorized by their state and local licenses.
\$15000.7 Storage of Inventory	Cannabis goods are only stored within the licensed premises, not stored outdoors, the bathrooms/changing facilities are separated from all storage areas by solid walls (floor to ceiling), and employee break areas are separate and distinct where cannabis is stored. Shipping containers are available as temporary storage space.	YES	Secured cannabis storage is located within the facility and not outdoors. No cannabis inventory found on-site.
\$15006(a)(b)(c)(d) Premises Diagram	The premises diagram includes a brief statement or description of the principal activity in each space, identify limited-access areas, and shows where all cameras are located and assigned a number.	YES	Premises Diagram current and reflect accurate information. No changes made from the last inspection.
\$15027(a)(f) Modification of Premises or Operations	A License Notification and Request Form (DCC-LIC-027) is submitted to the DCC requesting for approval before any/all material or substantial changes, modifications, or alterations are made on the licensed premises.	N/A	No modifications made from the last inspection.
\$15036(a)(b) Notification of Theft, Loss, and Criminal Activity	A Licensee Notification and Request Form (DCC-LIC-028) is submitted to the DCC within 24 hours of discovery of theft, loss, or criminal activity on the licensed premises.	N/A	Nothing to report.
\$15037(a)(c)(d) General Record Retention	All records are retained for at least 7 years from date of creation, records are legible and accurate, and stored in a secured area protected from debris, moisture, contamination, and theft.	YES	Requested documents retrieved from the business office. Records are legible and kept in a secured and protected area.
\$15039(a)(b)(c)(d)(3) License Posting Requirement	The state license is prominently displayed and viewable by the public; the QR Code can be viewed and scanned from the outside; the QR Code is posted within 3 ft. of any public entrance; and the QR Code can be read by a smartphone from a distance of at least 3 ft.	YES	State and Local licenses prominently posted.
\$15042(a)(d)(e) Premises Access Requirements	A sign-in/sign-out procedure to establish identification of visitors is implemented. An individual not employed by the licensee is escorted at all times. A record of who entered the limited-access areas is accurately maintained and available upon request.	YES	Sign-in/sign-out sheet meet requirements.
\$15043 Licensee Employee Badge	Identification badges meeting the requirements of this section are worn by employees on the licensed premises at all times.	YES	All employees are properly badged.
\$15044(c)(d)(g)(f)(h) Video Surveillance System	Cameras are permanently mounted in a fixed location; limited-access areas, security rooms, DVR room, exits/entrances are recorded; and recordings are kept a minimum of 90-days.	YES	Camera coverage is good. Licensee demonstrated compliance with 90-day recording requirements.
\$15045 Security Personnel	All security personnel hired or contracted are licensed by the Bureau of Security and Investigative Services, and are at least 21 years of age.	YES	Two (2) security guards on-site during business hours.
\$15046 Locks	All limited-access areas and all points of entry/exit to the licensed premises can be securely locked using commercial-grade, nonresidential door locks.	YES	Commercial grade locks on all perimeter doors.
\$15047 Alarm System	A licensed alarm company operator or one or more of its registered alarm agents installs, maintains, monitors, and responds to the alarm system.	YES	Security alarm contract is current. Alarm system is monitored 24/7.
\$15047.2 General Requirements	An account within the track and trace system is created and maintained prior to the licensee engaging in any commercial cannabis activity. All activity are accurately recorded in the track and trace system.	YES	METRC account is used to record all cannabis activity.
\$15049(a)(b) Track and Trace Reporting	All cannabis and cannabis products on the licensed premises are assigned a plant or package tag, except for harvested plants that are being dried, cured, graded, or trimmed, and recorded in the track and trace system. Activities are recorded in the track and trace system within 24 hours of occurrence.	YES	Inventory is properly tagged. METRC inventory counts are accurate. Activities are recorded in METRC within 24 hours.

REGULATIONS BY BUSINESS TYPE			
DCC CITATIONS	DEFINITIONS	COMPLIANT	COMMENTS / NOTES
Chapter 2. DISTRIBUTOR			
§15300 Distribution Activities	Only cannabis and cannabis products, cannabis accessories, and licensees' branded merchandise or promotional materials are distributed by the licensee.	YES	Licensee is only conducting commercial cannabis activity authorized by their state and local license.
§15301(b) Storage Services	Distributor provides storage services to other licensees for cannabis goods packaged as they will be sold at retail, cannabis accessories, and licensees' branded merchandise or promotional materials only.	YES	No storage services offered to other licensees.
§15302(a)(b) Storage of Batches for Testing	All batches of cannabis or cannabis products are stored separately and distinctly from other batches of cannabis or cannabis products on the licensed premises. All batches have the required label per this section.	YES	Secured storage available within the licensed premises.
§15303(a)(b) Packaging, Labeling, and Rolling	All packages of cannabis in the form of dried flower, including pre-rolls is compliant with the requirements of Chapter 11 (Labeling and Packaging). A licensed Distributor may roll pre-rolls that consist exclusively of any combination of flower, shake, leaf, or kief.	YES	Meets requirements.
§15305 Testing Sample	Employees of the licensed Distributor is present to observe the laboratory employee obtain the sample. The sampling are video-recorded and the recordings are maintained for 90 calendar days.	YES	Licensee explained their sampling procedures.
§15306(c) Regulatory Compliance Testing Results	Copies of the required Certificate of Analysis (COA) are available electronically.	YES	Records available upon request.
§15308(a) Insurance Requirement	Commercial general liability insurance is in the aggregate amount of \$2M (no less) and \$1M (no less) for each loss.	YES	Coverage amounts meet requirements.
§15309(a) Inventory Accounting	All inventory is accounted for and the information is provided upon request.	YES	Inventory counts are accurate.
§15311(f)(g) Required for the Transportation of Cannabis	Cannabis and cannabis products are transported inside of a vehicle/trailer and not be visible from the outside; and products are in a fully enclosed, windowless, locked trailer or trunk that cannot be accessed from inside the vehicle.	YES	Meets requirements.
§15312(a) Required Transport Vehicle Information	Copies of the certificate of ownership or registration card issued by the CA DMV, the year, make, model, license plate number, and Vehicle Identification Number in writing, and proof of insurance is provided upon request.	YES	One (1) vehicle inspected. Meets requirements.
§15314(a) Shipping Manifest	A shipping manifest is generated through the track and trace system prior to transporting cannabis or cannabis products.	YES	Shipping Manifest document sample compliant. Meets requirements.
Chapter 8. MANUFACTURER			
§17117(c) License Constraints	Cannabinoid concentrates and extracts used are manufactured or processed from cannabis obtained from a licensed cannabis cultivator.	YES	Meets requirements.
§17206.1(a) Certification of Closed-Loop Systems	The closed-loop system is commercially manufactured and bear a permanently affixed and visible serial number.	N/A	Manufacturer Type 6 (Non-volatile) license issued.
§17208(a) Quality Control (QC) Program	The Quality Control (QC) program implemented ensures that cannabis and cannabis products are not adulterated or misbranded.	YES	QC Program implemented.
§17213(a)(1)(2)(3)(b) Manufacturing Procedures	The following procedures are established and implemented: a Product Quality Plan, Master Manufacturing Protocols, and Batch Production Records. All manufacturing records and procedures are in writing.	YES	Records easily accessible by employees and available upon request.
§17216(b)(11) Batch Production Record	The batch production records documents the UID and the batch or lot number of the finished batch of cannabis product and the UIDs of all cannabis or cannabis products used in the batch.	YES	Licensee explained their procedures related to maintaining records related to batch production.
§17217(a) Standard Operating Procedures (SOP)	All written SOPs are easily accessible to onsite personnel.	YES	SOP's easily accessible by employees.
§17218(b) Inventory Control	On-hand inventory of cannabis and cannabis products at the licensed premises are reconciled with the records in the track and trace system at least once every thirty (30) calendar days.	N/A	Inventory reconciled monthly.
§17221(a)(c) Weighing Devices and Weighmasters	Weighing devices approved, tested, and sealed in accordance with the requirements in Business and Professions Code are in use on the licensed premises. Proof of a current weighmaster certificate is posted onsite.	NO	The weighing device (scale) on-site was affixed with a certification seal with a date of 5/2019. The Weighmaster License posted reflected a license of 6/1/2021 - 6/1/2022.
§17223(b)(c) Waste Management	A written Cannabis Waste Management Plan describing methods by which cannabis waste will be disposed of, as applicable to the licensee's activities, is implemented. Any/all cannabis waste is stored in a secured waste receptacle or secured area on the licensed premises until the time of disposal.	NO	Waste was secured however, it was not rendered as unrecognizable. Glass containers were labeled with cannabis and glass was not destroyed or stickers removed.

REGULATIONS BY BUSINESS TYPE			
DCC CITATIONS	DEFINITIONS	COMPLIANT	COMMENTS / NOTES
Chapter 7. CULTIVATOR			
§16202 General Cultivation Requirements	All transfers of cannabis and nonmanufactured cannabis product from a licensed cultivation premises is conducted by a distributor licensed by the Department.	N/A	No Cultivator license issued.
§16300(b) Cultivation Requirements	All plants or portions of a plant used for seed production are tagged with a plant tag.	N/A	
§16306(b)(2) and (d) Generator Requirements	All generators on the licensed premises are equipped with non-resettable hour-meters. For portable or stationary engines, a Permit to Operate or other proof of engine registration has been obtained from the Local Air District with jurisdiction over the licensed premises.	N/A	
§16307(b)(2) Pesticide Use	All applicable pesticide application and storage protocols are compliant with regulations. Chemicals are stored in a secured building or shed to prevent access by wildlife.	N/A	
§16308(a)(1)(2) Canopy Requirement	Each canopy is marked with clearly identifiable physical boundaries and of sufficient size to contain plants in their entirety at any point in time.	N/A	
§16309(a) Cultivation Plan Requirements	The Cultivation Plan includes a Premises Diagram, a Cannabis Waste Management Plan, and a Pest Management Plan.	N/A	
§16310(a)(2) Pest Management Plan	Pest Management protocols include chemical, biological, and cultural methods, used to prevent and control pests on the cultivation site.	N/A	
Chapter 4. MICROBUSINESS			
§15500(b) and (c) Microbusiness	The microbusiness license all commercial cannabis activities applied for. Three (3) of the following commercial cannabis activities are performed on the licensed premises: cultivation, manufacturing, distribution, and retail.	YES	Licensee holds Distribution/Storefront Retailer/LV1 Manufacturer licenses.
Chapter 6. TESTING LABORATORY			
§15701(a)(c) and (d) General Laboratory License Requirements	ISO/IEC 17025 certificate of accreditation is available upon request. All records associated with the ISO/IEC 17025 accreditation is retained. A separate and distinct separation of laboratory testing activities and records regulated by this division is maintained.	N/A	No Laboratory Testing license issued.
§15704(a)(b) Sampling Standard Operating Procedures	The licensed laboratory has a sampling standard operating procedure (SOP) that describes the laboratory's method for obtaining representative samples of cannabis or cannabis products. The SOP is accessible to the sampler during sampling.	N/A	
§15706(c)(d) Chain of Custody (COC)	The date, time, and the names and signatures of persons involved are recorded on the COC form. The COC form for a change of custody between licensees has not been altered.	N/A	
§15709 Laboratory Transportation of Product Samples	Products are stored in a secure, fully enclosed trunk, or compartment within the interior of the vehicle. The vehicle/trailer has an alarm system and owned or leased by the licensee. Proof of valid vehicle registration and current insurance is available upon request.	N/A	
§15710(b) Laboratory Receipt of Samples obtained from a Distributor or Microbusiness	The licensed laboratory employee who receives the sample has completed the COC to include date, print, and sign their name on the accompanying sample COC.	N/A	
§15711(b) Laboratory Analyses Standard Operating Procedures ("SOP")	All Standard Operation Procedures (SOPs) are kept at the licensed premises, each SOP is accessible to laboratory employees during operating hours, and made available upon request.	N/A	
§15726(a)(c) Certificate of Analysis (COA)	A Certificate of Analysis (COA) is generated for each sample analyzed. A copy of the COA is recorded into the track and trace system and simultaneously uploaded to the DCC via email with a file name "METRC UID Number and Test Sample ID" and "Passed/Fail" in the heading.	N/A	
§15728 Post Testing Sample Retention	The reserve sample is kept at a minimum for 45 business days after the analyses, after which time it is destroyed and denatured to the point the material is rendered unrecognizable and unusable.	N/A	
§15729(a) Laboratory Quality Assurance (LQA)	The licensed laboratory has a LQA program to assure the reliability and validity of the analytical data produced by the laboratory.	N/A	
§15735(a) Laboratory Audits	An internal audit is conducted at least once per year or in accordance with the ISO/IEC 17025 accrediting body's requirement.	N/A	
§15736(b) Employee Qualifications	An employee training program is developed and implemented to ensure competency of laboratory employees for their assigned functions.	N/A	

REGULATIONS BY BUSINESS TYPE			
DCC CITATIONS	DEFINITIONS	COMPLIANT	COMMENTS / NOTES
Chapter 3. RETAILER			
§15402(a)(b)(c) Customer Access to Retail Area	The age of an individual is confirmed prior to granting him/her access to the licensed premises; one (1) employee is physically present in the retail area at all times; and all sales are done within the retail area of the licensed premises.	YES	Access granted only after identification is checked and confirmed by security.
§15403 Hours of Operation	The licensed premises is open between the hours of 6:00 a.m. and 10:00 p.m. PST.	YES	Hours of operation are within state requirements.
§15403.1 Requirements While Not Open for Business	The licensed premises is securely locked with commercial-grade, nonresidential door locks, has an active alarm, and only employees and authorized individuals are allowed access.	YES	Meets requirements.
§15405(a)(b) Cannabis Goods Display	Cannabis goods are only displayed in the retail area. Display containers are accessible to customers with assistance from an employee of the licensee. Employees remain with the customer at all times.	YES	No open samples on sales floor. Inventory is displayed and stored behind the sales counter.
§15406(a)(b) Cannabis Goods for Sale	Cannabis goods are received from a licensed retailer or licensed microbusiness authorized to engage in distribution. The cannabis goods have not exceeded their best-by, sell-by, or expiration date.	YES	METRC manifest checked. Cannabis inventory delivered to the licensee by a licensed distributor.
§15407 Sale of Non-Cannabis Goods	Cannabis accessories and branded merchandise of any licensee are sold. Prepackaged, non-cannabis-infused, non-alcoholic food and beverages are consumed in the designated consumption area on the licensed premises and such activities are allowed by the local jurisdiction.	YES	Licensee does not operate a consumption area on the licensed premises.
§15408(a)(1)(2) Sale of Live Plants and Seeds	Plants are not flowering, is shorter and narrower than 18 inches; and plants or seeds originated from a licensed nursery or a licensed microbusiness.	YES	No plants or seeds sold on-site.
§15410 Customer Return of Cannabis Goods	Defective manufactured cannabis products are destroyed or returned to the licensed distributor from whom the cannabis goods were obtained.	YES	Product returns are being handled appropriately. No problems reports.
§15413(b)(c) Packaging/Exit Packaging	Packages/exit packages are tamper-evident, child resistant, and resealable. Immature plants are not placed in tamper-evident, child resistant, and resealable packaging.	YES	Exit packages are state compliant.
§15414 Non-Storefront Retailer	The non-storefront retailer complies with all the requirements applicable to retailer licensees, except for those provisions related to public access to the licensed premises and the retail area. The licensed premises is closed to the public.	N/A	Not applicable to this licensed premises.
§15415 Delivery Employees	Delivery employee is at least 21 years of age. A delivery employee provides a copy of the retail license, a copy of the QR Code Certificate, and their employee ID badge to a delivery customer upon request. The retailer maintains an accurate list of delivery employees and the list is available upon request.	YES	Meets requirements. List of all current employees was provided.
§15417(a)(b)(d) Delivery Vehicle Requirements	Vehicles are enclosed and unmarked; cannabis goods are not visible to the public and in a "secured area within the vehicle"; vehicle is outfitted with a GPS device owned by the Licensee, capable of 90-days recording retention.	YES	Meets requirements.
§15424(a)(b)(c) Inventory Reconciliation	The physical inventory is all accounted for, is consistent with the licensee's inventory records, and made available upon request.	YES	Inventory reconciled monthly.
RULES AND REGULATIONS			
CITATIONS	DEFINITIONS	COMPLIANT	COMMENTS / NOTES
OSHA 1910.36 Design and Construction Requirements for Exit Routes	Egress and Evacuation: Exit routes are permanent. A minimum of two (2) exit routes in the workplace are in place and leads directly outside, to a street, or open space. The doors swing out in the direction of exit travel. Exit doors are unlocked. Employees are able to open the door from the inside at all times without keys, tools, or special knowledge.	YES	All emergency exit routes are unlocked are free of obstructions at the time.

REGULATORY COMPLIANCE

Local Requirements



Inspection Date: 03/11/2024 **Inspected By:** Michelle Shaw **Client:** City of Maywood **State License #:** C12-0000238-LIC **Status:** Active

Legal Business Name/DBA: Sinsemilla Indo Group dba OG Nation **Local License #:** 16008494 **Status:** Active

LOCAL ORDINANCE AND OTHER REGULATIONS

CITATIONS	DEFINITIONS	COMPLIANT	COMMENTS / NOTES
5-45.02(a) License Required	A valid City license and "CUP" (Conditional Use Permit) are issued under this chapter.	YES	Permits/licenses are current.
5-46.07 (a)(1-6) Operation Requirements	Licensee is compliant with state and local laws, maintains a record system; equipped with commercial grade locks, security alarms, and a camera system; sufficient odor absorbing ventilation and exhaust system are installed.	YES	Meets requirements.
5-46.07 (e)(1)(2) Operation Requirements	Licensee is aware to notify the City Manager and the Chief of Police within 24 hours of discovery any of the following: significant discrepancy in inventory, diversion, theft, loss, or criminal activity.	YES	Licensee acknowledges that any/all activity is to be reported to the City within 24 hours of discovery.
5-46.14 Maintenance of Records	Records are produced at the premises in either hard copy or electronic form.	YES	Records available upon request in both hard and electronic copy.
5-46.15 Site Management	Maintenance of the exterior of the premises meets the requirements of this section.	YES	Meets requirements.



COMPLIANCE NARRATIVE:

The business was operating in compliance with local and state regulations related to premises access control, overall site security, video surveillance, waste management, and inventory tracking. The documents requested and presented were available in electronic and hard copy format. Live access to the inventory tracking system (METRC) and video surveillance system were available and viewable upon request.

HdL is making the following recommendations that require a response demonstrating proof of correction.

RECOMMENDATIONS FOR CORRECTIVE ACTION

1) §17221 WEIGHING DEVICES AND WEIGHMASTERS

CORRECTIVE ACTION: Licensee should provide to the City proof that all the weighing devices (scales) used on the licensed premises have current certification (renewed) and affixed with a valid seal. A current Weighmaster License should also be posted on the premises. Proof in the form of a digital photograph should be sufficient.

2) §17223 WASTE MANAGEMENT

CORRECTIVE ACTION: Licensee should provide to the City a copy of an SOP (Standard Operating Procedure) explaining how waste is rendered unusable and unrecognizable and disposed of on the licensed premises. The SOP should be available in hard copy or electronic format.

It is the responsibility of the licensee to assure their facility is compliant with all state and local regulations. In the event non-compliant activity is observed, recommendations for corrective action will be made to assist the licensee with making the appropriate changes. Recommendations will be communicated to the licensee subsequent to this report. For questions or concerns, HdL Compliance Services can be reached at (714) 879-5000.