

City of Charlotte



Agenda Date: 6/24/2019

Agenda #: 38. File #: 15-10910 Type: Consent Item

Commercial Fitness Equipment

Action:

- A. Approve a unit price contract with the lowest responsive bidder Carolina Fitness Equipment for the purchase of commercial fitness equipment for a term of three years, and**
- B. Authorize the City Manager to renew the contract for up to two, one-year terms with possible price adjustments and to amend the contract consistent with the purpose for which the contract was approved.**

Staff Resource(s):

Kelly Flannery, Finance
Kay Elmore, Finance

Explanation

- The city has multiple locations with fitness equipment in for city employees to use on a regular basis including, but not limited to, the Charlotte Mecklenburg Police Department and Charlotte Fire Department facilities.
- On April 18, 2019 the city issued an Invitation to Bid; five bids were received.
- Carolina Fitness Equipment was selected as the lowest responsive, responsible bidder.
- The city issued the Invitation to Bid on behalf of the Charlotte Cooperative Purchasing Alliance.
- Annual expenditures are estimated to be \$453,162.

Charlotte Business INclusion

No subcontracting goal was established because there are no subcontracting opportunities (Part B: of the Charlotte Business INclusion Policy).

Fiscal Note

Funding: Various Departments' Operating Budgets

Attachment(s)

Bid Summary

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE
COMMERCIAL FITNESS EQUIPMENT**

THIS THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE COMMERCIAL FITNESS EQUIPMENT (this "Third Amendment") is made and entered into this 29 of March 2023, by and between CAROLINA FITNESS EQUIPMENT LLC., a North Carolina company 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 Commercial Fitness Equipment dated June 24, 2019 (the "Contract") pursuant to which the Company agreed to Commercial Fitness Equipment for the City of Charlotte.
- B. The parties amended the Contract to make incorporate modifications to Exhibit - A Pricing Sheet and Required Forms on July 17, 2020.
- C. The parties amended the contract to extend the Term of the Contract by the first of two (2) one-year renewal terms, and make adjustments to unit pricing, and to incorporate certain other changes on July 13, 2022.
- D. The parties now desire to amend the Contract to extend the Term of the Contract by the second of two (2) one-year renewal terms.

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 Third Amendment by reference.
2. Defined terms used in this Third Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Third Amendment extends the Term of the Contract by the second of two (2) one-year renewal terms to expire on June 23, 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]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Third Amendment to be executed as of the date first written above.

CAROLINA FITNESS EQUIPMENT LLC:

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY:  _____
(signature)

BY: _____
(signature)

PRINT NAME: Gary Lakey _____

PRINT NAME: _____

TITLE: Territory Sales Representative _____

TITLE: _____

DATE: 03/21/2023 _____

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: March 29, 2023

Submitted by: Latisha Grice

Submitter email: latisha.grice@charlottenc.gov

Contract #: 2019001182

Amendment #: 3

Contract Name: CCPA - Commercial Fitness Equipment

Vendor Legal Name: Carolina Fitness Equipment LLC

Vendor #: 304241

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
Liz Babson
Key: f08f2b82106208b08804836a6d96b8

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU -
OPERATIONS AND COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions in the performance of your ongoing operations for the additional insured;
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard".

If not specified otherwise in the written contract or agreement, a person's or organization's status as an additional insured under this endorsement ends one year after your operations for that additional insured are completed. The written contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

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:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.
3. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of you or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

4. "Bodily injury", "property damage" or "personal and advertising injury" for which the Named Insured is afforded no coverage under this policy of insurance.
- C. With respect to the insurance afforded to these additional insureds, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever is less. If no limits are specified in the written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- D. With respect to the insurance afforded to these additional insureds, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended to include:

Any coverage provided herein will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless you have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary. This insurance will be noncontributory only if you have so agreed in a written contract or written agreement executed prior to any loss and this coverage is determined to be primary.