

Stephanie Kelly June 24, 2019

Charlotte-Mecklenburg Government Center 600 East 4th Street Charlotte, NC 28202



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

Contract#: 2019001182 Amendment#: 3

Vendor#: 30421

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 <u>29</u> of <u>March</u> 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]

Contract#: 2019001182 Amendment#: 3 Vendor#: 30421

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:	BY:		
(signature)	(signature)		
PRINT NAME:Gary Lakey	PRINT NAME:		
TITLE:	TITLE:		
DATE:	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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/21/2023

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).

		INSURER F:				
Charlotte NC 28216		INSURER E:				
		INSURER D:				
Carolina Fitness Equipment LLC 3000 Planters Place		INSURER c : Cincinnati Specialty	13037			
NSURED	CAROFIT-01	INSURER B: Accident Fund Insurance C	10166			
		INSURER A: Cincinnati Insurance Comp	10677			
608 Matthews-Mint Hill Rd P.O. Box 1416 Matthews NC 28106		INSURER(S) AFFORDING COVERAGE		NAIC#		
		E-MAIL ADDRESS: info@dhhi.com				
Dean Heckle & Hill, Inc.		PHONE (A/C, No, Ext): 704-847-4438 (A/C, No): 704-		5-2493		
PRODUCER		CONTACT NAME:				

COVERAGES CERTIFICATE NUMBER: 746386892 REVISION NUMBER:

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 INSD		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
С	Х	CLAIMS-MADE X OCCUR	Y	 CSU0128189	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN	L'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
		POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:						\$
Α	AUT	OMOBILE LIABILITY		EBA 0425889	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	Х	ANY AUTO					BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$
		HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	Х	HNO AUTOS					Hired Physical Damage	\$50,000(1000 Ded)
С		UMBRELLALIAB X OCCUR		CSU0128191	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 2,000,000
	Х	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 2,000,000
	,	DED X RETENTION \$ 0						\$
В		KERS COMPENSATION EMPLOYERS' LIABILITY		AF WCP 100003423	1/1/2023	1/1/2024	X PER OTH-	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$1,000,000
	(Man	CER/MEMBEREXCLUDED?					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
		s, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
Α	Leas	sed/Rented Equipment		ENP 0425889	1/1/2023	1/1/2024	25,000	ACV \$500 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WC OFFICER EXCLUSION: DAVID PREBBLE

RE:2019001182 - Fitness Equipment Maintenance and Repair Services

City of Charlotte is included as Additional Insured on General Liability for ongoing and completed operations per policy form CSGA437(12/13) when required by written contract. Coverage is Primary/Non-Contributory Contract #20190001182 referenced.

CERTIFICATE HOLDER	CANCELLATION			
City of Charlotte	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
600 East Fourth Street, CMGC - 2nd Floor Charlotte NC 28202	AUTHORIZED REPRESENTATIVE			
	Christophen M Dil			

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:
 - Your acts or omissions in the performance of your ongoing operations for the additional insured;
 - 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:

 The insurance afforded to such additional insured only applies to the extent permitted by law; and

- 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 linsured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- "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
 - Supervisory, inspection, architectural or engineering activities.
- "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 indemnity 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 - LIM-ITS 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 CON-DITIONS, 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.