



# City of Seagoville Meeting Agenda City Council

City Hall  
702 N. Hwy 175  
Seagoville, Texas 75159

<b>Monday, October 21, 2024</b>	<b>6:30 PM</b>	<b>Council Chambers</b>
<b>LACKEY STEPPER SEBASTIAN MAYOR</b>	<b>RICK HOWARD PLACE 1</b>	<b>ALLEN GRIMES PLACE 4</b>
<b>PATRICK STALLINGS CITY MANAGER</b>	<b>JOSE HERNANDEZ PLACE 2</b>	<b>JON EPPS PLACE 5 – MAYOR PRO TEM</b>
	<b>HAROLD MAGILL PLACE 3</b>	

Notice is hereby given that the City Council of the City of Seagoville, Texas will meet in a Regular Called Meeting at 6:30 p.m. for Work Session, and Regular Session will begin at 7:00 p.m., to be held at City Hall, 702 N. Hwy 175 Seagoville, Texas 75159.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

The City of Seagoville reserves the right to reconvene, recess or realign any session or order of business at any time prior to adjournment. The purpose of the meeting is to consider the following items:

### **WORK SESSION – 6:30 PM**

- 1. Call to Order**
- 2. Receive an update from Code Enforcement regarding Malloy Bridge Road and US-175 Frontage.**
- 3. Discuss Regular Session agenda items.**
- 4. Adjourn**

### **REGULAR SESSION – 7:00 PM**

- 5. Call to Order**
- 6. Invocation**
- 7. Pledge of Allegiance**
- 8. Mayor's Report**
- 9. Citizen's Comments**

This portion of the meeting is to allow each speaker up to six (6) minutes to address the council on items not posted on the current agenda. City Council may not discuss these items but may respond with factual data or policy information or place the item on a future agenda. Anyone wishing to speak should submit a Speaker Request Form to the City Secretary.

**Consent Agenda**

- 10. Consider approving the City Council meeting minutes: October 7, 2024.**
- 11. Consider approving cancellation and/or rescheduling of four regularly scheduled City Council meeting dates for 2025 as follows: (1) January 6, 2025 – rescheduled to January 13, 2025; (2) January 20, 2025 – cancelled; (3) February 17, 2025 - rescheduled to February 24, 2025; (4) September 1, 2025 - rescheduled to September 8, 2025.**
- 12. Consider a Resolution authorizing the purchase of two (2) 2024 Silverado 1500 Code Enforcement Vehicles at a total cost of one hundred three thousand, eight hundred fifty-five dollars and fifty-eight cents (\$103,855.58) including the decals and graphics from Caldwell Country Chevrolet for vehicles and Pursuit Safety Inc. for decals and graphics.**

**Regular Agenda**

- 13. FIRST READING: Discuss and consider a Resolution approving and ratifying a contract between the Seagoville Economic Development Corporation, and the American Ramp Company for the skate park construction in an amount not to exceed \$185,814.02.**
- 14. Discuss and consider a Resolution authorizing the City Manager to execute a Chapter 380 Economic Development Program Agreement with Seagoville Laguna Azure, LLC in substantially the form of the agreement as presented.**
- 15. SECOND READING: Discuss and consider a Resolution approving and ratifying a contract between the Seagoville Economic Development Corporation, and the American Ramp Company for the skate park construction in an amount not to exceed \$185,814.02.**
- 16. Items of community interest and councilmember reports.**

Pursuant to Section 551.0415 of the Texas Government Code, the City Council or City Administration may report information on the following items: 1) expression of thanks, congratulations, or condolences, 2) information about holiday schedules, 3) recognition of individuals, 4) reminders about upcoming City events, 5) information about community events, 6) announcements involving an imminent threat to public health and safety.
- 17. Discuss future agenda items.**
- 18. Adjourn**

**CERTIFICATE**

I certify that the above Notice of Meeting was posted on the bulletin board at the City Hall of the City of Seagoville, Texas on this 17<sup>th</sup> day of October 2024, by 5 p.m.

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Casey Fillmore-Myers, Deputy City Secretary

The City of Seagoville does not discriminate based on disability in the admission or access to, or treatment or employment in, its programs or activities. If you have a request for services that will make this program accessible to you, please contact the City of Seagoville at least 72 hours in advance at (972) 287-6819 or email [citysecretary@seagoville.us](mailto:citysecretary@seagoville.us) . (TDD access 1-800-RELAY-TX)

**UPCOMING DATES:**

- Monday, November 4, 2024, Regular City Council Meeting
- Monday, November 11, 2024, HOLIDAY
- Monday, November 18, 2024, Regular City Council Meeting



TO: Mayor and City Council  
FROM: Mamata Bhandari, Director of Health Services  
DATE: October 21, 2024  
ITEM: 2  
DESCRIPTION: Receive an update from Code Enforcement regarding Malloy Bridge Road and US-175 Frontage.

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### **INTRODUCTION**

The purpose of this item is to update Mayor and City Council on the course of action taken by Code Enforcement Officers to address the code violations that were observed on the above defined properties.

### **BACKGROUND**

Recently Code Enforcement identified multiple violation on the property around retail property along Malloy Bridge Road and US-175 Frontage, Seagoville. Several actions were taken depending on the nature and severity of the code violation ranged from minimal landscape requirements, tall grass and weeds, litter and debris, exterior property maintenance. Notices of violation have been issued to all the property owners/tenants. The formal notices describe the specific violations and deadlines for compliance. The property owners and managers were also verbally notified. Staff will continue to monitor for code compliance.



TO: Mayor and City Council  
FROM: Sara Egan, City Secretary  
DATE: October 21, 2024  
ITEM: 10  
DESCRIPTION: Consider approving the City Council meeting minutes: October 7, 2024.

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**RECOMMENDATION**

Recommend approval of the meeting minutes.

**ATTACHMENTS**

1. October 7, 2024 Minutes



# City of Seagoville

## Meeting Minutes

### City Council

City Hall  
702 N. Hwy 175  
Seagoville, Texas 75159

**Monday, October 7, 2024**

**6:30 PM**

**Council Chambers**

Present: Mayor Lackey Sebastian, Mayor Pro Tem Jon Epps, Councilmember Rick Howard, Councilmember Jose Hernandez, Councilmember Harold Magill and Councilmember Allen Grimes

Also present were City Manager Patrick Stallings, City Attorney Kevin Laughlin, and City Secretary Sara Egan.

The City Council of the City of Seagoville met in a Regular Called Meeting on Monday, October 7, 2024, at 6:30 p.m. in the Council Chamber at City Hall, 702 N. Hwy 175, Seagoville, Texas.

#### **WORK SESSION – 6:30 PM**

**1. Call to Order**

Mayor Sebastian called the Work Session to order at 6:30 p.m.

**2. Review and discuss future City Council meeting dates.**

City Secretary Sara Egan presented the forecasted meeting dates for 2025.

**3. Receive a presentation regarding software solutions.**

Ms. Egan provided an overview of the software solution benefits to the City and citizens.

**4. Discuss Regular Session agenda items.**

There were no questions.

**5. Adjourn**

Mayor Sebastian adjourned the Work Session at 6:40 p.m.

#### **REGULAR SESSION – 7:00 PM**

**6. Call to Order**

Mayor Sebastian called the Regular Session to order at 7:00 p.m.

**7. Invocation**

Pastor Dennis Childress led the invocation.

**8. Pledge of Allegiance**

City Council led the pledge of allegiance.

**9. Mayor's Report**

- Charleys Cheesesteaks is officially open for business – located at 950 E Malloy Bridge Rd Suite 103.
- Animal Shelter parking lot has been poured and entry transitions are being worked on.
- The senior center is currently accepting donations for the rummage sale. Your contributions go a long way to support activities, crafts, entertainment, and transportation assistance for our local seniors!
- Monday, October 14, 2024 Seagoville City Hall, Library and Senior Center will be closed in observance of Columbus Day.

**10. Citizen's Comments**

There were no speakers.

**Consent Agenda**

Councilmember Magill made a motion to approve the Consent Agenda items 11-19, seconded by Councilmember Grimes. The motion passed unanimously (5/0).

- 11. Consider approving the City Council meeting minutes: September 16, 2024.**
- 12. Consider a Resolution approving the terms and conditions of an Interlocal Agreement between the City of Seagoville and Dallas County Health and Human Services for food establishment inspections and environmental health services for Fiscal Year 2024-2025 and authorizing the City Manager to execute said agreement.**  
Resolution No. 2024-83
- 13. Consider a Resolution authorizing the Mayor to execute the Household Hazardous Waste Interlocal Agreement between the City of Seagoville and Dallas County, said Agreement to be effective from October 1, 2024, until September 30, 2025.**  
Resolution No. 2024-84
- 14. Consider a Resolution authorizing the City Manager to enter into a service agreement with Motorola Solutions approving the terms and conditions of the agreement between the City of Seagoville and Motorola.**  
Resolution No. 2024-85
- 15. Consider a Resolution authorizing the City Manager to enter into a work order (agreement) with the City of Garland, Texas in accordance with and governed by the Master Interlocal Radio Service Agreement between the cities.**  
Resolution No. 2024-86
- 16. Consider a Resolution authorizing the purchase of three (3) 2025 Ford Interceptor Police SUV vehicles at a total cost of two hundred ninety-eight thousand six hundred fifty dollars and twenty-seven cents (\$298,650.27) from Holiday Ford.**  
Resolution No. 2024-94
- 17. Consider a Resolution approving an agreement for professional engineering services on a task order basis for on-call consultation services related to water and wastewater engineering services with Halff Associates, Inc., in an amount not to exceed sixty thousand dollars (\$60,000.00); authorizing the City Manager to execute said agreement.**  
Resolution No. 2024-87
- 18. Consider a Resolution approving an agreement for professional engineering services on a task order basis for on-call consultation services related to water and wastewater engineering services with Garver LLC, in an amount not to exceed fifty thousand dollars (\$50,000.00); authorizing the City Manager to execute said agreement.**  
Resolution No. 2024-88
- 19. Consider a Resolution approving an agreement for professional engineering services Garver, LLC for the purpose of providing engineering services for the Ard Road pump station to Seagoville Road 18" water line; in an amount not to exceed one hundred one thousand one hundred twenty-two one dollars and seventy-five cents (\$101,122.75); authorizing the City Manager to execute said agreement.**  
Resolution No. 2024-89

Mayor Pro Tem Epps requested to convene into Executive Session to discuss personnel matters related to the Alternate Municipal Court Judge as listed, agenda item 30.

Mayor Sebastian recessed the Regular Session at 7:04 p.m. to convene into Executive Session pursuant to the Texas Govt. Code Section 551.074 Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Alternate Municipal Court Judge.

Mayor Sebastian adjourned the Executive Session and reconvened the Regular Session at 7:15 p.m. There was no action as a result of the Executive Session.

### Public Hearing

**20. Conduct a public hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and Map by changing the zoning from "LR" Local Retail TO "LR-SUP" Local Retail with a Special Use Permit to allow for landing field use associated with drone delivery service at 220 N C F Hawn Fwy, commonly known as 220 N U.S. Highway 175, Seagoville, Dallas County, Texas.**

Mayor Sebastian opened the public hearing at 7:16 p.m.

Director of Community Development Bill Medina briefed City Council on the request by Walmart to provide drone delivery service.

Mr. Ivan Jaime representing Walmart provided details of the service and the program. Services are limited to groceries within the allowable weight under 2.6 pounds and it excludes personal prescriptions. Mr. Jaime explained the DFW area is a representative sample of the country making it an innovation hub to test the economic viability of the drone delivery service. Seagoville would be the 12<sup>th</sup> city to pilot this service if the request is approved.

Ms. Mallory Martin with Kimley Horn, representing the applicant, explained the existing site and utilities are being use along with a generator, kiosk, and nest.

Ms. Cathrine Lovett with Wing Aviation LLC, representing the applicant, explained the drones are regulated under the FAA and would operate as such. Remote pilots are stationed in Coppell, TX and would only be needed if the drone encounters an error during a delivery. Drones would only operate during daylight hours 10 a.m. – 7 p.m. (6 p.m. during daylight savings). The cruising altitude is between 150-200 feet. Safety features include identifying a delivery zone, a low-resolution camera for spatial awareness, and an ejecting function of the delivery package if consistent pulling of the tether is detected. Currently there have been no failures.

Mayor Sebastian invited members of the public to speak. No one spoke in favor or against.

Mayor Sebastian closed the public hearing at 7:40 p.m.

Councilmember Howard made a motion to approve agenda item 20, seconded by Councilmember Magill. The motion passed unanimously (5/0).

Ordinance No. 2024-22

**21. Conduct a public hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and Map by changing the zoning from "LR" Local Retail TO "LR-SUP" Local Retail with a Special Use Permit authorizing a monopole communications tower to be located at 900 N U.S. Highway 175, Seagoville, Dallas County, Texas.**

Mayor Sebastian opened the public hearing at 7:41 p.m.

Mr. Medina briefed City Council on the request for a monopole communications tower.

Mr. Alan Scivally with Broadus Towers, representing the applicant, spoke regarding the proposed tower, screening, traffic visibility, and potential property tax for the use.

Mayor Sebastian invited members of the public to speak. No one spoke in favor or against.

Mayor Sebastian closed the public hearing at 7:49 p.m.

Councilmember Magill made a motion to approve agenda item 21, seconded by Councilmember Grimes. The motion passed unanimously (5/0).

Ordinance No. 2024-23

### Regular Agenda

**22. Discuss and consider granting The Way Church (Pastor Dennis Childress, authorized representative) use of City-owned property at the intersection of Malloy Bridge Road and Kaufman Street for a public event October 12, 2024.**

Mayor Pro Tem Epps made a motion to approve agenda item 22, seconded by Councilmember Magill. The motion passed unanimously (5/0).

**23. Discuss and consider granting Todd Brisbon the use of the City's logo in connection with the skate park and for the limited purpose of the creation of a commemorative skateboard.**

Councilmember Magill stated this item is being postponed to a future meeting date until skate park is approved.

**24. Discuss and consider an Ordinance providing for stop signs to be installed at the intersection of South Crestview and an unnamed minor street located between 810 E. Malloy Bridge Road and 190 S. Crestview; authorizing the City Manager to cause the appropriate signage to be erected.**

Mr. Medina briefed the City Council on the location of the stop signs.

City Council expressed concern regarding the maintenance of stop signs on private property in retail/commercial areas. Mr. Medina explained if the signs are part of the site plan the City may enforce maintenance.

Mayor Pro Tem Epps made a motion to approve agenda item 24, seconded by Councilmember Grimes. The motion passed unanimously (5/0).

Ordinance No. 2024-24

**25. Discuss and consider a Resolution Approving a human capital management - Master Software as a Service ("SaaS") License Agreement with PM AM Corporation for software application service to manage City's Police Department Workforce in an amount not to exceed \$3,250.00 annually, authorizing the City Manager to execute all necessary and related documents.**

Support Services Manager Christine Wirth briefed City Council on the benefits of this software on operations and administrative tasks for the Police Department.

Councilmember Magill made a motion to approve agenda item 25, seconded by Councilmember Grimes. The motion passed unanimously (5/0).

Resolution No. 2024-90

**26. Discuss and consider a Resolution authorizing Anderson Asphalt & Concrete Paving to provide asphalt road repair work on Malloy Bridge Road for compensation in an amount not to exceed ninety-nine thousand and four hundred dollars and zero cents (\$99,400.00); authorizing the City Manager to execute any and all necessary documents.**

City Manager Pat Stallings briefed City Council on this project.

Mayor Pro Tem Epps made a motion to approve agenda item 26, seconded by Councilmember Magill. The motion passed unanimously (5/0).

Resolution No. 2024-91

- 27. Discuss and consider a Resolution approving an agreement for professional engineering services with Garver, LLC for the purpose of providing engineering services for the Seagoville Plaza Sanitary Sewer Extension, in an amount not to exceed seventy-one thousand seven hundred seventy-eight dollars and fifty cents (\$71,778.50); authorizing the City Manager to execute said agreement.**

Mr. Stallings briefed City Council on this item.

Councilmember Magill made a motion to approve agenda item 27, seconded by Councilmember Howard. The motion passed unanimously (5/0).

Resolution No. 2024-92

- 28. Discuss and consider a Resolution approving an agreement with Granicus, LLC, A Minnesota Limited Liability Company for software and subscription services in an amount not to exceed \$10,721.89 for one-time fees and \$45,682.50 for annual subscription fees; authorizing the City Manager to execute all necessary and related documents.**

Ms. Egan briefed City Council on this item.

Councilmember Hernandez made a motion to approve agenda item 28, seconded by Councilmember Magill. The motion passed unanimously (5/0).

Resolution No. 2024-93

- 29. Items of community interest and councilmember reports.**

Councilmember Hernandez as NCT 911 Board Member he briefed the City Council on the quarterly meeting and announced the strategic plan and budget was approved for the new fiscal year.

Councilmember Magill reported a positive experience at the local elementary school as a visitor. Mayor Pro Tem Epps reported on the increase in visitors, success of vendors, and benefits to our local hotels due to Seagofest.

Mayor Sebastian recessed the Regular Session to convene into Executive Session at 8:09 p.m.

### **EXECUTIVE SESSION**

The City Council convened into the Executive Session pursuant to:

- 30. Texas Govt. Code Section 551.074 Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:**

- A. Alternate Municipal Court Judge**
- B. City Manager**
- C. City Secretary**
- D. City Attorney**

Mayor Sebastian adjourned the Executive Session at 8:47 p.m.

### **REGULAR SESSION**

Mayor Sebastian reconvened into the Regular Session at 8:48 p.m.

- 31. Take any necessary action as a result of Executive Session.**

Mayor Pro Tem Epps made a motion to approve an amendment to the Alternate Municipal Judge Service Agreement with Janice McKee amending the compensation rate to one hundred seventy-five dollars (\$175.00) per hour; and to authorize the City Manager to execute the amendment on behalf of the City. Seconded by Councilmember Grimes. The motion passed unanimously (5/0).

Councilmember Magill made a motion to approve an amendment to the City Manager’s Employment Agreement with Patrick Stallings amending the term to end September 30, 2028; and a compensation increase on the base salary to two hundred twenty-nine thousand two hundred dollars (\$229,200.00); and authorizing the Mayor to execute the amendment on behalf of the City. Seconded by Councilmember Grimes. The motion passed unanimously (5/0).

Councilmember Hernandez made a motion to approve an amendment to the City Secretary’s Employment Agreement with Sara Egan extending the term to continue for three years from October 1, 2025; and amending the base salary to one hundred fifty-five thousand dollars (\$155,000.00); and authorizing the City Manager to execute the amendment on behalf of the City. Seconded by Councilmember Howard. The motion passed unanimously (5/0).

**32. Discuss future agenda items.**

Councilmember Magill requested to have stop signs assessed near the Walmart area and similar cross sections.

**33. Adjourn**

There being no further business before the City Council the meeting adjourned at 8:50 p.m.

APPROVED:

ATTEST:

\_\_\_\_\_  
Lackey Stepper Sebastian, Mayor

\_\_\_\_\_  
Sara Egan, City Secretary



TO: Mayor and City Council  
FROM: Sara Egan, City Secretary  
DATE: October 21, 2024  
ITEM: 11  
DESCRIPTION: Consider approving cancellation and/or rescheduling of four regularly scheduled City Council meeting dates for 2025 as follows:  
(1) January 6, 2025 – Rescheduled to January 13, 2025  
(2) January 20, 2025 - Cancelled  
(3) February 17, 2025 - Rescheduled to February 24, 2025  
(4) September 1, 2025 - Rescheduled to September 8, 2025

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### **INTRODUCTION**

The purpose of this agenda item is to confirm regularly scheduled meeting dates for the upcoming year.

### **BACKGROUND**

Mayor and City Council reviewed the regular meeting dates for 2025 at the October 7, 2024 meeting. Regular meetings are held on the first and third Monday of the month. Certain meeting dates conflicted with holiday dates. Those meetings have been cancelled or rescheduled to the following Monday as discussed by the City Council. Approval of the listed dates does not prevent City Council from making any future adjustments as necessary.

Home Rule Charter, Article 3, Section 3.10(a) Meetings of the City Council:

*Regular Meetings: The City Council shall hold at least one (1) regular meeting each month and as many additional meetings as it deems necessary to transact the business of the City.*

### **RECOMMENDATION**

City Secretary recommends approval of this item.

### **ATTACHMENTS**

1. 2025 Calendar

## 2025 City Council Meeting Dates

*Meetings are typically held 1st & 3rd Monday of the month. Changes may occur due to holidays or conflicts.*

January 2025						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
31						

January	Description	Event Type
01/01/25 (Wed)	New Year's Day	Holiday
01/20/25 (Mon)	Martin Luther King, Jr.	Holiday
01/13/25 (Mon)		Regular Meeting

February 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

February	Description	Event Type
02/03/25 (Mon)		Regular Meeting
02/17/25 (Mon)	Presidents Day	Holiday
02/24/25 (Mon)		Regular Meeting

March 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

March	Description	Event Type
03/03/25 (Mon)		Regular Meeting
03/17/25 (Mon)		Regular Meeting

April 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April	Description	Event Type
04/07/25 (Mon)		Regular Meeting
04/21/25 (Mon)		Regular Meeting

May 2025						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

May	Description	Event Type
05/05/25 (Mon)		Regular Meeting
05/19/25 (Mon)	Mid Year Budget Projections	Regular Meeting
05/12/25 (Mon)	Canvass Election Results	Special Meeting
05/26/25 (Mon)	Memorial Day	Holiday

June 2025						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

June	Description	Event Type
06/02/25 (Mon)		Regular Meeting
06/19/25 (Thu)	Juneteenth National Independence Day	Holiday
06/16/25 (Mon)		Regular Meeting

## 2025 City Council Meeting Dates

*Meetings are typically held 1st & 3rd Monday of the month. Changes may occur due to holidays or conflicts.*

July 2025						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

July		
07/07/25 (Mon)		Regular Meeting
07/03/25 (Thu)	Independence Day	Holiday
07/21/25 (Mon)		Regular Meeting
07/28/25 (Mon)	Budget Workshop	Special Meeting

August 2025						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August		
08/04/25 (Mon)		Regular Meeting
08/18/25 (Mon)	Present Budget Overview	Regular Meeting

September 2025						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

September		
09/01/25 (Mon)	Labor Day	Holiday
09/08/25 (Mon)	Public Hearing and Budget Adoption	Regular Meeting
09/11/25 (Thu)	Firefighter Holiday	Holiday
09/15/25 (Mon)	Public Hearing and Tax Rate Adoption	Regular Meeting

October 2025						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

October		
10/06/25 (Mon)		Regular Meeting
10/13/25 (Mon)	Columbus Day	Holiday
10/20/25 (Mon)		Regular Meeting

November 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

November		
11/03/25 (Mon)		Regular Meeting
11/11/25 (Tue)	Veterans Day	Holiday
11/17/25 (Mon)		Regular Meeting
11/26/25 (Wed)	Thanksgiving Day	Holiday
11/27/25 (Thu)	Thanksgiving Day	Holiday

December 2025						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

December		
12/01/25 (Mon)		Regular Meeting
12/15/25 (Mon)		Regular Meeting
12/25/25 (Thu)	Christmas Day	Holiday

**This is an annual forecast. Meeting dates are subject to change.**



TO: Mayor and City Council

FROM: Mamata Bhandari, Director of Health Services

DATE: October 21, 2024

ITEM: 12

DESCRIPTION: Consider a Resolution authorizing the purchase of two (2) 2024 Silverado 1500 Code Enforcement Vehicles at a total cost of one hundred three thousand, eight hundred fifty-five dollars and fifty-eight cents (\$103,855.58) including the decals and graphics from Caldwell Country Chevrolet for vehicles and Pursuit Safety Inc. for decals and graphics.

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#### **INTRODUCTION**

The purpose of this item is to purchase two 2024 Silverado 1500 Code Enforcement vehicles with all required emergency equipment, departmental graphics, camera systems and all other accessories

#### **BACKGROUND**

The Code Enforcement is requesting council's approval to purchase two 2024 Silverado 1500 vehicles complete with all necessary emergency and communications equipment, departmental graphics and all other accessories.

The quote of the purchase of these vehicles will be through Caldwell Country Chevrolet under buy board contract 724-23 and the installation of all emergency lighting, graphics and decals will be obtained through Pursuit Safety Inc under the buy board contract 698-23.

#### **FINANCIAL IMPACT**

This requested purchase was presented and approved through the 2024 / 2025 budget and financial meeting.

#### **RECOMMENDATION**

The Code Enforcement recommends that Council approve this purchase to help maintain a safe and reliable fleet of vehicle for our Code Officers.

#### **ATTACHMENTS:**

1. Resolution

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF TWO 2024 SILVERADO 1500 CODE ENFORCEMENT VEHICLES AT A TOTAL COST OF ONE HUNDRED THREE THOUSAND, EIGHT HUNDRED FIFTY FIVE DOLLARS AND FIFTY EIGHT CENTS \$103,855.58 INCLUDING THE DECALS AND GRAPHICS FROM CALDWELL COUNTRY CHEVROLET FOR VEHICLES AND PURSUIT SAFETY INC FOR DECALS AND GRAPHICS; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, through the 2024 / 2025 fiscal year budget preparations the City Council authorized the purchase of two Silverado Code Enforcement vehicle; and

**WHEREAS**, the City is able to obtain the vehicles from Caldwell Country and Decals and graphics through Pursuit Safety Inc;

**WHEREAS**, the City Council has determined that approving the purchases serves the general welfare, health and safety of the citizens of the City of Seagoville.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:**

**SECTION 1.** The City Council hereby authorizes the purchase of (2) two Silverado 1500 crew 4WD vehicle totaling \$103,855.58 from Caldwell Country Chevrolet under buy board contract 724-23 for vehicles and Decals/graphics from Pursuit Safety Inc under buy board contract 698-23 and authorizes the City Manager to disburse the funds and execute any necessary and related documents.

**SECTION 2.** All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the City of Seagoville not in conflict with the provisions hereof shall remain in full force and effect.

**SECTION 3.** If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

**SECTION 4.** This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**DULY ORDERED** by the City Council of the City of Seagoville, Texas, this 21<sup>st</sup> day of October, 2024.

APPROVED:

---

Lackey Stepper Sebastian, Mayor

ATTEST:

---

Sara Egan, City Secretary

APPROVED AS TO FORM:

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Chris Metcalf, Asst. City Attorney  
4892-9105-7644, v. 1



TO: Mayor and City Council  
FROM: Kirk McDaniel, Director of Economic Development  
DATE: October 21, 2024  
ITEM: 13  
DESCRIPTION: Consider a Resolution approving and ratifying a contract between the Seagoville Economic Development Corporation, and the American Ramp Company for the skate park construction in an amount not to exceed \$185,814.02.

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### **INTRODUCTION**

The purpose of this item is to ratify approval of a contract with a vendor for construction and installation of a skate park at Bruce Central Park.

### **BACKGROUND**

In approving the Fiscal Year 2025 budget, the EDC Board and City Council approved a Quality-of-Life Project of \$185,000. Per the direction of the EDC Board at the previous meeting, a skate park is the desired quality of life project for this year. City Staff requested quotes from multiple vendors and recommends partnering with the American Ramp Company as the contractor on a turn-key basis.

### **FINANCIAL IMPACT**

This requested purchase was presented and approved through the Fiscal Year 2025 budget and would represent an expenditure of \$185,814.02.

### **RECOMMENDATION**

No action to be taken on the first reading.



TO: Mayor and City Council  
FROM: Kirk McDaniel, Director of Economic Development  
DATE: October 21, 2024  
ITEM: 14  
DESCRIPTION: Discuss and consider a Resolution authorizing the City Manager to execute a Chapter 380 Economic Development Program Agreement with Seagoville Laguna Azure, LLC in substantially the form of the agreement as presented.

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### **INTRODUCTION**

This agenda item is to discuss and consider a 380 Grant Agreement between the City of Seagoville and Seagoville Laguna Azure, LLC for certain sales tax generated from building materials.

### **BACKGROUND**

The City of Seagoville (the “City”) and Seagoville Laguna Azure, LLC (the “Developer”) previously entered into a development agreement concerning the development of certain property fronting US Highway 175 (the “Santorini Development”). That development agreement called for the City and Developer to negotiate a 380 Grant Agreement for sales tax reimbursement for building materials. The City and Developer have negotiated the agreement which shall last a maximum of twenty years and split a portion of the City’s general fund sales tax with the Developer. If the City and Developer did not enter into this 380 Grant Agreement, the Developer would not be required to source the revenue to the City, and the City may not receive any sales tax generated from the purchase of building materials.

### **ESTIMATED FINANCIAL IMPACT**

The City will reimburse to the Developer fifty percent (50%) of the one cent general fund sales tax generated from building materials for the Santorini Development sourced to the City of Seagoville. The City will retain the remaining fifty percent (50%) of the one cent general fund sales tax, one hundred percent (100%) of the half cent property tax reduction sales tax, and one hundred percent (100%) of the half cent economic development corporation sales tax.

### **RECOMMENDATION**

City Staff recommends approval of the Resolution and 380 Grant Agreement.

### **ATTACHMENTS**

1. Resolution
2. 380 Grant Agreement

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT WITH SEAGOVILLE LAGUNA AZURE, LLC IN SUBSTANTIALLY THE FORM OF THE AGREEMENT ATTACHED AS EXHIBIT “1”; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Seagoville is committed to the attraction and promotion of quality development of new and expanded business, and desires to provide economic development incentives and to establish various programs to ensure the City remains competitive in the marketplace, encourages the increase and retention of quality jobs, encourages revenue streams from commercial, industrial, and manufacturing businesses that maintain or increase the taxable values of their real property and improvements and business personal property in the City; and

**WHEREAS**, the City Council of the City of Seagoville has adopted a Comprehensive Policy Statement on Local Economic Development, Tax Abatement, and Business Incentives (the “Policy Statement”) which provides that the City of Seagoville may, on a case-by-case basis, give consideration to providing economic development incentives to individuals and businesses meeting the stated guidelines; and

**WHEREAS**, the Chapter 380 Economic Development Program Agreement with Seagoville Laguna Azure, LLC, attached hereto as Exhibit “A,” conforms to the requirements of Chapter 380 of the Texas Local Government Code and the City’s Policy Statement;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:**

**Section 1.** That the City Council hereby authorizes the City Manager to execute the economic development program agreement with Seagoville Laguna Azure, LLC, attached hereto and incorporated herein for all purposes as Exhibit “1.”

**Section 2.** That this Resolution shall take effect immediately from and after its passage, and it is, accordingly, so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Seagoville, Texas, this the \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF SEAGOVILLE, TEXAS

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Lackey Stepper Sebastian, Mayor

ATTEST:

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Sara Egan, City Secretary

APPROVED AS TO FORM:

---

Chris Metcalf, Asst. City Attorney

**EXHIBIT “1”**  
**[Chapter 380 Economic Development Program Agreement]**



**CHAPTER 380 GRANT AGREEMENT BY  
AND BETWEEN THE CITY OF SEAGOVILLE, TEXAS  
AND SEAGOVILLE LAGUNA AZURE, LLC**

This **CHAPTER 380 GRANT AGREEMENT** ("Agreement") is made by and between The City of Seagoville, Texas ("City", also referred to as "Grantor") and SEAGOVILLE LAGUNA AZURE, LLC, a Wyoming limited liability company (the "Company" as defined below), its subsidiaries and affiliates, acting by and through their respective authorized officers and representatives.

**WHEREAS**, the City Council of the City of Seagoville, Texas ("City Council") has investigated and determined that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380, Texas Local Government Code, as amended ("Chapter 380"); and

**WHEREAS**, the Company will be engaged in the business of purchasing building materials for its use on construction projects within the City; and

**WHEREAS**, the Company has advised that it would like to partner with the City, and that a contributing factor that would induce the Company to purchase items using a Texas Direct Payment Permit and generate economic development and local use tax revenue for the City, that would otherwise not be available to the City, would be an agreement by the Grantor to provide an economic development grant to the Company; and

**WHEREAS**, the Company desires to purchase and use new building materials within the City that will generate additional economic development and use tax revenue for the City; and

**WHEREAS**, the City Council has investigated and determined that the Company meets the criteria for providing the grants (hereinafter defined), pursuant to Chapter 380, based on, among other things, the Company: (i) acquiring properties for development, and constructing improvements; (ii) adding taxable improvements to real property in the City; and (iii) creating employment opportunities for the citizens of Seagoville ("Approved Project"); and

**WHEREAS**, the City has concluded that the Approved Project qualifies for a Grant under Chapter 380; and

**WHEREAS**, with the approval of this Agreement, the City hereby establishes a program authorized by Chapter 380 to encourage and induce the generation of local use tax; and

**WHEREAS**, the Grantor has determined that making an economic development grant to the Company in accordance with this Agreement will further the objectives of the Grantor, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

**NOW THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I  
DEFINITIONS

1.01 For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"City" and "Grantor" shall mean The City of Seagoville, Texas.

"Company" shall mean Seagoville Laguna Azure, LLC, a Texas limited liability company and its subsidiaries and affiliates associated with the Approved Project, including but not limited to Megatel Santorini, LLC and Santorini II LA, LLC.

"Effective Date" shall mean the last of signing hereinbelow.

"Direct Payment Permit" also referred to herein as a "Texas Direct Payment Permit" shall mean that permit issued by the State of Texas authorizing Company to self-assess and pay applicable state and local use taxes directly to the State of Texas related to selected portions of Company's taxable purchases. Texas Rule 3.288 of the Texas Administrative Code defines the requirements and responsibilities of Texas Direct Payment Permit holders along with any amendments, permutations, or recodifications of such Code or Rules whether renaming such permits or otherwise modifying such provisions.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination (other than a dissolution or termination by reason of a party merging with an affiliate) of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party and in the event such proceeding is not voluntarily commenced by the party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

"Force Majeure" shall mean any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, governmental approvals, laws, regulations, or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of the party.

"Program" shall mean the economic incentive program established by the City pursuant to Chapter 380 of the Texas Local Government Code together with any amendments, permutations, or recodifications of such Code provisions whether renaming such economic incentive or other modifications thereof.

"Program Grant" shall mean the periodic payments paid by the City to the Company in accordance with Section 3 of this Agreement.

“Grant Period” shall mean consecutive six (6) month periods during the term of this Agreement, except that the first Grant Period shall begin on the Effective Date and continue through and include the last day of the month of the sixth (6<sup>th</sup>) month following the Effective Date. For illustration purposes, assume the Effective Date is July 1, 2024 then the first Grant Period would begin on July 1, 2024 and continue through and include December 31, 2024. The next Grant Period would begin on January 1, 2025 and continue through and include June 31, 2025. The final Grant Period for the initial 20-year term of this Agreement would be from January 1, 2044 and end on June 30, 2044.

"Taxable Items" shall have the same meaning assigned by Sections 151.010 and 151.0101, TEX. TAX CODE, as amended, and shall include materials used for homebuilding and for constructing Authorized Improvements (as defined in Chapter 372, Texas Local Government Code) and similar type facilities.

"Impositions" shall mean all use taxes that may be imposed by public or governmental authority on the Company or any taxable items purchased and used by Company within the City.

"Use Tax Receipts" shall mean the Grantor’s net receipts from the State of Texas from the collection of one percent (1%) general City use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code, attributed to the collection of use tax generated exclusively by Company associated with the issuance of Company’s Texas Direct Payment for Taxable Items used or consumed in the City.

"Use Tax Certificate" shall mean a certificate or other statement in a form reasonably acceptable to the Grantor setting forth the Company’s collection of use tax imposed by and received by the Grantor from the State of Texas, for the use of Taxable Items by Company in the City for the applicable calendar month during a Grant Period which are to be used to determine Company’s eligibility for a Grant, together with such supporting documentation required herein, and as Grantor may reasonably request.

## ARTICLE II TERM

2.01 Term. The term of this Agreement shall begin on the Effective Date and continue for a twenty (20) year period.

2.02 This Agreement shall remain in effect until Grantor has made the Program Grants set forth in Section 3 of the Agreement, or until otherwise terminated under the provisions of this Agreement.

2.03 This Agreement may be extended for an additional period of time on terms mutually acceptable to both parties by a written agreement executed by both parties.

ARTICLE III  
ECONOMIC DEVELOPMENT GRANT

3.01 Grant. Subject to the Company's continued compliance with all the terms and conditions of this Agreement, the Grantor agrees to provide Company with an economic development grant from lawful available funds payable as provided herein in an amount equal to 50% of the Use Tax Receipts, as previously defined herein (the "Grant"). The Grant will be paid semi-annually at the end of each Grant Period. The Grant will never include nor be reduced or offset by any monies the Company pays or owes to the State of Texas for any penalties for late payments, failures to report in a timely manner, and the like, related to the Use Tax Receipts.

3.02 Grant Payment. Grantor shall pay the Grant for the applicable Grant Period within forty-five (45) days after receipt of a Use Tax Certificate from Company following the end of each Grant Period, pursuant to Section 4.01. Company shall submit Use Tax Certificates to Grantor within thirty (30) days following the end of the applicable Grant Period, beginning with the first Grant Period. For illustration purposes, assume the first Grant Period begins on July 1, 2024 and continues through and includes December 31, 2024. Company would submit a Use Tax Certificate to Grantor for the first Grant Period by January 30, 2025 and Grantor would pay the first Grant within forty-five (45) days after receipt of the Use Tax Certificate and after actual receipt of all of the net Use Tax Receipts attributable to the Grant Period. Further assume that the Use Tax Receipts for the first Grant Period equal Five Thousand Dollars (\$5,000.00), then the amount of the first Grant would be One Thousand Seven Hundred Fifty Dollars (\$2,500.00). In no event shall Grant payments exceed 50% of use taxes actually received by Grantor during any applicable Grant Period.

3.03 Amended Returns and Audits. In the event the Company files an amended use tax return, or report, or if additional use tax is due and owing, as a result of an audit conducted by the State of Texas that increases the Use Tax Receipts for a previous period covered within the term of this agreement, the Grant payment for the Grant Period immediately following such State approved amendment shall be adjusted accordingly, provided the Grantor must have received the Use Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, Company shall provide Grantor with a copy of such amended use tax report, tax return or audit adjustment, and the approval thereof by the State of Texas.

3.04 Refunds. In the event the State of Texas determines that Grantor erroneously received Use Tax Receipts, or that the amount of use tax paid to Grantor exceeds the correct amount of use tax for a previous Grant paid to the Company, the Company shall, within thirty (30) days after receipt of notification thereof from Grantor specifying the amount by which such Grant exceeded the amount to which the Company was entitled pursuant to such State of Texas determination, pay and refund such amount to the Company. The Grantor may at its option adjust the Grant payment for the Grant Period immediately following such State of Texas determination to deduct therefrom the amount of the overpayment. As a condition precedent to payment of such refund, Grantor shall provide Company with a copy of such determination by the State of Texas.

ARTICLE IV  
DOCUMENTATION SUPPORTING THE ECONOMIC DEVELOPMENT GRANT

The conditions contained in this Article IV are conditions precedent to the Grantor's obligation to make any Grant payment.

4.01 Use Tax Certificate. During the term of this Agreement, the Company shall within thirty (30) days after the end of each Grant Period, provide the Grantor with a Use Tax Certificate relating to Use Tax Receipts paid during the Grant Period. The Grantor shall have no duty to calculate the Use Tax Receipts or determine Company's entitlement to any Grant for a Grant Period, or pay any Grant during the term of this Agreement until such time as Company has provided the Grantor a Use Tax Certificate for such Grant Period and the Grantor has received the actual Use Tax Receipts from the State of Texas attributable to such calendar months within the Grant Period. Company shall provide such additional documentation as may be reasonably requested by Grantor to evidence, support and establish the use tax paid directly to the State of Texas pursuant to Company's Direct Payment Permit. The Use Tax Certificate for each Grant Period shall at a minimum contain, include or be accompanied by the following:

- a. A copy of all Texas Direct Payment Permit and self-assessment use tax returns and reports during the applicable Grant Period, use tax audit assessments or credits, including amended use tax returns or reports, filed by the Company during the Grant Period showing use tax paid directly to the State of Texas related to Company's operations for the Grant Period; and
- b. Information concerning any refund or credit received by the Company for use tax paid by the Company which has previously been reported by the Company as use tax paid for a previous Grant Period within the term of this agreement.

Company will provide to Grantor the Use Tax Certificates from time to time pursuant to the terms of the Agreement, which are confidential ("Confidential Information") and, except as otherwise provided herein, may not be disclosed to a third party without the Company's consent. To the extent that any disclosure of the Confidential Information may be required by law, subpoena or court order, Grantor will use reasonable efforts to inform Company of the request in sufficient time for Company to assert any objection it may have to such disclosure to an appropriate judicial or administrative body.

4.02 Grantor must have received a Use Tax Certificate for the months within the Grant Period for which payment of a Grant is requested, and Grantor must have received the actual Use Tax Receipts for all calendar months within the Grant Period.

4.03 The Company intends to issue its Texas Direct Payment Permit to specific suppliers or vendors that provide large quantities of building materials or other tangible personal property.

4.04 The Company shall provide the Grantor with a true and correct copy of its Texas Direct Payment Permit, which permit shall be kept in full force and effect throughout the term of the Agreement.

4.05 Company or Grantor shall not have an uncured material breach or default of this Agreement.

## ARTICLE V TERMINATION

5.01 This Agreement may be terminated upon any one of the following:

- (a) by mutual written agreement of the parties;
- (b) by Grantor or Company, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement in any material respect and such default or breach is not cured within thirty (30) days after written notice thereof by the Grantor or Company, as the case may be;
- (c) by Grantor, if Company suffers an Event of Bankruptcy or Insolvency;
- (d) by Grantor or Company, respectively, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or
- (e) by Company, if the City does not pay the applicable Grant amount within 45 days of receipt of the Use Tax Receipts as required herein covered by a valid Use Tax Certificate issued by Company or fails to cure this breach within an additional 30 days and so long as the Company is not in default, or;
- (f) expiration of the term, or any subsequent renewal of the term.

The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the termination of this Agreement except for any rights, responsibilities and/or liabilities that accrued prior to such termination.

5.02 In the event that this Agreement is terminated for any reason prior to the expiration of the Term in section 2.01, the obligation of Grantor to fund said Grant or any remaining portion thereof shall cease immediately. In the event that this Agreement is terminated by Grantor based on Company's or an assignee's or successor in interest's breach or default in performance of this Agreement, Grantor shall have no obligation to fund the Grant or any part thereof after the date of such breach. If the State of Texas, acting through the Comptroller's Office or any agency of the State determines that Grantor erroneously received Use Taxes for any reason, and should demand be made to Grantor for repayment, then Company shall indemnify, defend, and hold harmless Grantor for all grant amounts previously paid to the Company that are demanded by the State, and shall refund all such amounts within thirty (30) days after demand.

ARTICLE VI  
MISCELLANEOUS

6.01 Binding Agreement. The terms and conditions of this Agreement are binding upon the parties to this agreement and their respective successors and permitted assigns. This Agreement may not be assigned without the express written consent of Grantor, which consent shall not be unreasonably withheld or delayed.

6.02 Limitation on Liability. It is understood and agreed between the parties that the Company and Grantor, in satisfying the conditions of this Agreement, have acted independently, and Grantor assumes no responsibilities or liabilities to third parties in connection with these actions. The Company agrees to indemnify and hold harmless the Grantor from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of the Company's performance of the conditions under this Agreement.

6.03 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the parties.

6.04 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.05 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered sent via fax.

If intended for City, to:

Attn: Patrick Stallings  
City Manager  
City of Seagoville  
702 N. Hwy 175  
Seagoville, TX 75159

With a copy to:

Attn: Victoria Thomas  
Nichols | Jackson LLP  
1800 Ross Tower, 500 N. Akard  
Dallas, Texas 75201

If intended for the Company:

Attn: Zach Ipour  
Seagoville Laguna Azure, LLC  
2101 Cedar Springs Road, Suite 700  
Dallas, Texas 75201

With a copy to:

Attn: Timothy G. Green  
Coats Rose, P.C.  
16000 N. Dallas Parkway, Suite 350  
Dallas, Texas 75248

6.06 Governing Law. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Dallas County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Dallas County, Texas.

6.07 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

6.08 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.09 Recitals. The recitals to this Agreement are incorporated herein.

6.10 A party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon breach of this Agreement will not constitute a waiver of the performance, right, or remedy. A party's waiver of the other party's breach of any provision in this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision. A waiver is binding only if set forth in a writing signed by the waiving party.

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument and any such counterparts shall be deemed to be incorporated herein.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.13 Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

6.14 Dispute Resolution. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. Grantor and Company shall share the costs of mediation equally. The mediation shall be held in Dallas County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

***[SIGNATURE PAGES FOLLOW]***

EXECUTED as of the \_\_\_\_ day of \_\_\_\_\_, 2024.

THE CITY OF SEAGOVILLE, TEXAS

By: \_\_\_\_\_  
Patrick Stallings, City Manager

ATTEST:

\_\_\_\_\_  
Sara Egan, City Secretary

EXECUTED as of the \_\_\_\_ day of \_\_\_\_\_, 2024.

SEAGOVILLE LAGUNA AZURE, LLC,  
A Wyoming limited liability company

\_\_\_\_\_  
Armin Afzalipour, Member

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me, on the \_\_\_\_ day of \_\_\_\_\_, 2024, by Armin Afzalipour, Member of Seagoville Laguna Azure, LLC, a Wyoming limited liability company, on behalf of said company, who, upon his sworn oath, declared that he is authorized to bind said company.

\_\_\_\_\_  
Notary Public in and for the State of Texas

[SEAL]  
4870-2845-5662, v. 1



TO: Mayor and City Council  
FROM: Kirk McDaniel, Director of Economic Development  
DATE: October 21, 2024  
ITEM: 15  
DESCRIPTION: Consider a Resolution approving and ratifying a contract between the Seagoville Economic Development Corporation, and the American Ramp Company for the skate park construction in an amount not to exceed \$185,814.02.

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### **INTRODUCTION**

The purpose of this item is to approve and ratify approval of a contract with a vendor for construction and installation of a skate park at Bruce Central Park.

### **BACKGROUND**

In approving the Fiscal Year 2025 budget, the EDC Board and City Council approved a Quality-of-Life Project of \$185,000. Per the direction of the EDC Board at the previous meeting, a skate park is the desired quality of life project for this year. City Staff requested quotes from multiple vendors and recommends partnering with the American Ramp Company as the contractor on a turn-key basis.

### **FINANCIAL IMPACT**

This requested purchase was presented and approved through the Fiscal Year 2025 budget and would represent an expenditure of \$185,814.02.

### **RECOMMENDATION**

City Staff recommends approving the contract with American Ramp Company.

### **ATTACHMENTS:**

1. Resolution
2. Agreement

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING AND RATIFYING A CONTRACT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND THE AMERICAN RAMP COMPANY FOR THE SKATE PARK CONSTRUCTION IN AN AMOUNT NOT OT EXCEED \$185,814.02, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City is required to approve expenditures of the Seagoville Economic Development Corporation (“SEDC”); and

**WHEREAS**, the Board of Directors of the SEDC has previously approved a contract between the SEDC and the American Ramp Company for construction of a Skate Park at Bruce Central Park; and

**WHEREAS**, the City Council has determined that the contract with the American Ramp Company is in the best interest of the SEDC and City;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS THAT:**

**SECTION 1.** The contract between the Seagoville Economic Development Corporation and the American Ramp Company for construction and provision of a skate park to serve the public for a price not to exceed \$185,814.02 in accordance with Exhibit “A” attached hereto is hereby approved and the SEDC’s actions related thereto are hereby ratified.

**SECTION 2.** This Resolution shall take effect immediately upon passage.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on 21<sup>st</sup> day of October, 2024.

**APPROVED:**

Lackey Stepper Sebastian, Mayor

**ATTEST:**

Sara Egan, City Secretary

**APPROVED AS TO FORM:**

Chris Metcalf, Asst. City Attorney

**EXHIBIT A**

*[Remainder of page left intentionally blank.]*

**AMERICAN RAMP COMPANY  
SOURCEWELL BUILD AGREEMENT**

**THIS AGREEMENT** is dated the 17<sup>th</sup> day of October, 2024, by and between the Seagoville Economic Development Corporation (hereinafter called "**OWNER**"), whose principal office is located at 702 N. Highway 175, Seagoville, TX 75159, and American Ramp Company (hereinafter called "**CONTRACTOR**"), whose principal office is located at 601 S. McKinley Ave., Joplin, MO 64801.

**PROJECT NAME:** Seagoville Skatepark

**LOCATION:** Seagoville, TX

**WITNESSETH:**

For value received, CONTRACTOR and OWNER agree as follows:

**ARTICLE 1  
DESCRIPTION OF WORK**

1.1 The CONTRACTOR hereby covenants and agrees with the OWNER that he will well and faithfully construct the project in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the specifications, drawings, and general conditions relating to the project, and will well and faithfully comply with and perform each and every obligation imposed upon him by said documents.

1.2 CONSTRUCTION: Subject to the terms and conditions set forth herein, CONTRACTOR agrees to construct and install a skatepark at the location identified above and in accordance with all Exhibits referenced below, which are hereby incorporated and deemed a part of this Agreement (the "Project"):

Exhibit A – Quote & Design #7885

Exhibit B – Skatepark Order Form (to be attached)

Exhibit C – CONTRACTOR's Sourcewell Contract #112420-ARC

**ARTICLE 2  
CONTRACT AMOUNT**

2.1 OWNER agrees to pay CONTRACTOR the sum of **ONE HUNDRED EIGHTY-FIVE THOUSAND EIGHT HUNDRED FOURTEEN DOLLARS and 02/100 (\$185,814.02)** plus any applicable taxes, subject to additions and deductions for changes as may be agreed upon in writing as full and complete compensation for construction of the Project.

2.2 All portions of this contract will be billed in progress billings based on completed milestones as outlined below. All payments are due in full within 30 days of receipt of invoice from CONTRACTOR.

50% upon Signing

25% upon Mobilization

25% upon Completion

2.3 Execution of any Attachments and/or Add Alternates will be bound by all terms and conditions of this Agreement. If any changes are determined necessary, CONTRACTOR will issue a change request to the OWNER for approval prior to performing work.

2.4 "Completion of the Project" shall be deemed the earlier of 1.) the date OWNER executes CONTRACTOR's punch-list/sign-off sheet indicating all punch list items have been performed satisfactorily or 2.) the date the OWNER opens the Project to the public for permanent use.

2.5 All pricing of the elements is to be in line with CONTRACTOR's Sourcewell Contract #112420-ARC, attached hereto as Exhibit C.

### **ARTICLE 3 INSURANCE AND INDEMNITY**

3.1 CONTRACTOR shall maintain the minimum insurance and coverage throughout this term per the requirements outlined in CONTRACTOR's Sourcewell Contract #112420-ARC, attached hereto as Exhibit C.

3.2 CONTRACTOR agrees to indemnify and hold harmless OWNER from any and all claims, loss, or expense of every kind whatsoever which may arise from CONTRACTOR's negligent acts or omissions or breach of its obligations hereunder. OWNER agrees to indemnify and hold harmless CONTRACTOR from any and all claims, loss, or expense of every kind whatsoever which may arise from OWNER's negligent acts or omissions or breach of its obligations hereunder.

### **ARTICLE 4 CONTRACTOR AND OWNER RESPONSIBILITIES**

4.1 No variation of this Agreement will be recognized unless such change has been approved in writing.

4.2 CONTRACTOR may not assign or transfer this Agreement or any part thereof or amounts due or to become due hereunder without the written consent of OWNER. OWNER understands that CONTRACTOR may subcontract the installation portion of this Agreement using independent Subcontractors without the consent of OWNER.

4.3 CONTRACTOR will in no way be liable for delays in the completion of the Project which are reasonably beyond the control of CONTRACTOR, including but not limited to: Acts of God, labor strikes, shortage of materials, shipping delays or actions attributable to the OWNER.

4.4 After the final inspection and completion of the Project, all repair/replacement issues regarding the Project and the materials shall be determined under the terms set forth in CONTRACTOR's standard warranty.

4.5 Before, during and after construction, OWNER is responsible for securing the job site. OWNER is responsible for barricading the premises and warning persons of the dangers at the jobsite. Under no circumstances may the park be used until final completion of the project. CONTRACTOR will not be held liable for and OWNER shall hold CONTRACTOR harmless from any accidents that occur because features were used before the project was complete.

4.6 Both during construction and after completion, CONTRACTOR shall not be held liable for damages beyond its control including but not limited to: noise generated from the Project, before

and after final completion, not including construction related noise, location choice, graffiti, injuries, additional expenses incurred by OWNER, zoning issues, etc.

4.7 Building permits and other local licenses that are required for the Project are the sole responsibility of the OWNER. If CONTRACTOR is required to purchase these licenses, such costs will be billed to the OWNER and added to the contract price hereunder.

4.8 All materials and workmanship are to conform to the contract drawings, details and specifications.

4.9 Construction and installation of the Project will commence within ten (10) days of issuance by OWNER of a Notice to Proceed to CONTRACTOR. Project shall reach final completion within        days of Commencement of Construction.

## **ARTICLE 5 MISCELLANEOUS**

5.1 The persons signing this Agreement warrant that they are duly authorized to sign on behalf of their respective parties and to bind their respective parties hereto. This Agreement shall inure to the benefit of and be binding upon the undersigned parties and their respective heirs, executors, legal representatives, successors and assigns. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

5.2 The parties shall endeavor to resolve their Claims by mediation. Request for mediation shall be filed, in writing, with the other party to the Contract. The request may be made concurrently with the submission of such Claim to a court of competent jurisdiction, as provided in the paragraph below, but, in such event, mediation shall proceed in advance of such legal proceedings, which shall be stayed pending mediation for a period of 60 days from the date of submission, unless stayed for a longer period by Agreement of the parties or court order.

5.3 Claims, disputes or other matters in question between the parties arising out of or relating to this Contract and which cannot be resolved by mediation, as provided in above paragraph, shall be governed by Texas law without regard to its conflicts of law provisions and shall be determined exclusively in the state Dostroct Courts of Dallas County. The prevailing party shall be entitled in any such action to recover its reasonable attorney's fees and legal expenses from the other party.

5.4 This AGREEMENT including its exhibits constitutes the entire Agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous Agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to become effective the day and year recorded below.

Seagoville Economic Development Corporation

OWNER

\_\_\_\_\_  
Authorized Signature

Kirk McDaniel, Executive Director

\_\_\_\_\_  
Name Print / Title

\_\_\_\_\_  
Date

American Ramp Company

CONTRACTOR

\_\_\_\_\_  
Authorized Signature

John Hunter, CEO

\_\_\_\_\_  
Name Print / Title

\_\_\_\_\_  
Date

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601 S McKinley Ave.  
 Joplin, MO 64801  
 (417) 206-6816

[sales@americanrampcompany.com](mailto:sales@americanrampcompany.com)

**DRAWN BY** Julia Brueckler

**DATE** 7-9-2024

**REP. AGENCY**

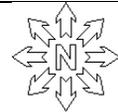
**American Ramp Company**

**REP. NAME**

**Evan Moss**

**REP. PHONE**

**(800) 591-2417**

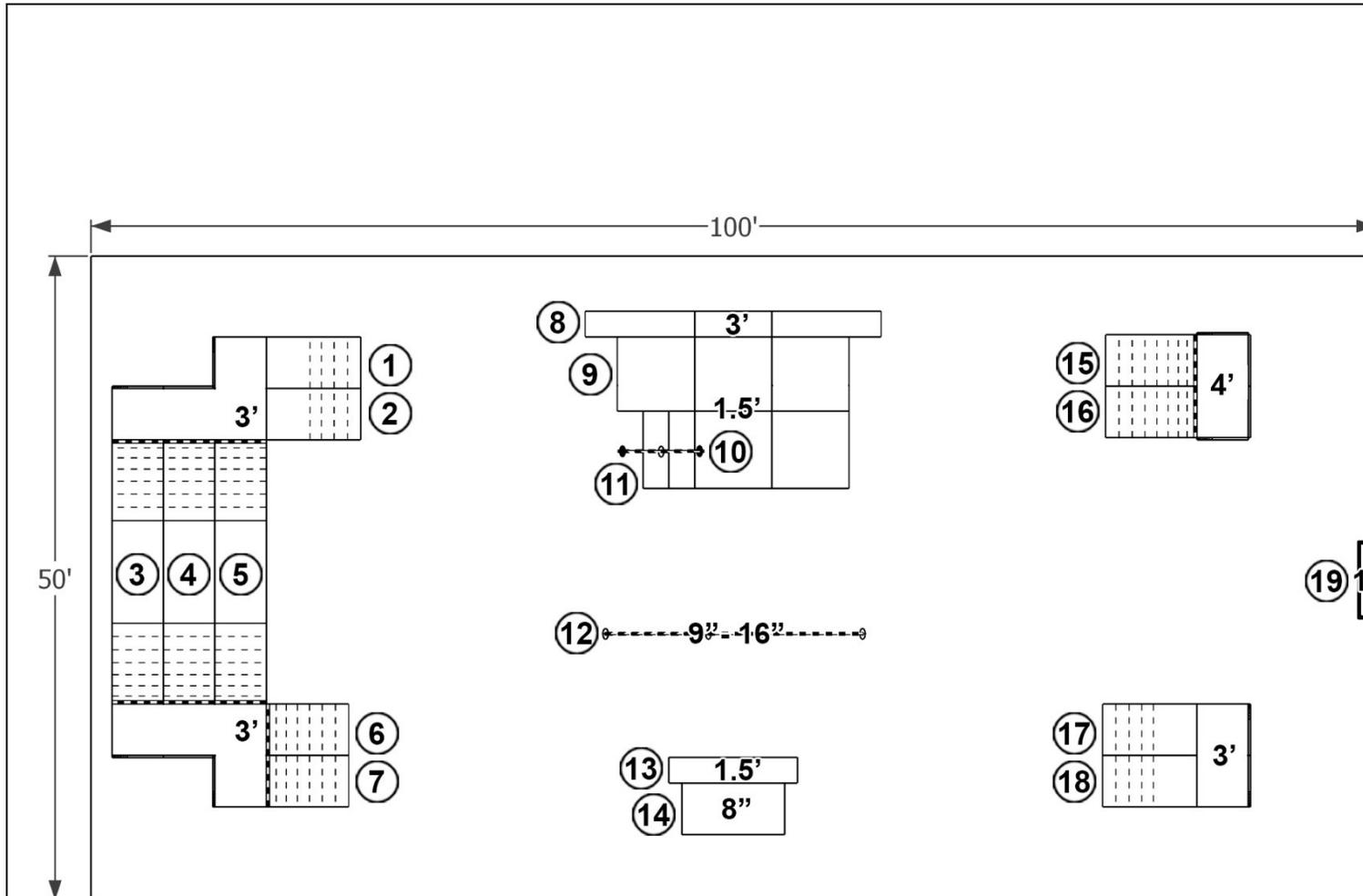


<b>CUSTOMER APPROVAL</b>	<b>DATE</b>

**PROJECT NAME**

**Seagoville, TX**

**DESIGN NO.** 7885



601 S McKinley Ave.  
 Joplin, MO 64801  
 417.206.6816  
 sales@americanrampcompany.com



Quote #	Design #	FOB	Date
Q28613.0	7885	Seagoville, TX	7/9/2024

<u>Item</u>	<u>Obstacle</u>	<u>Height</u>	<u>Width</u>	<u>Length</u>	<u>Pro Series</u>
1	Bank Ramp	3.0'	4.0'	11.0'	
2	Bank Ramp	3.0'	4.0'	7.0'	
3	Half Pipe	3.0'	4.0'	28.0'	
4	Half Pipe	3.0'	4.0'	28.0'	
5	Half Pipe	3.0'	4.0'	28.0'	
6	Quarter Pipe	3.0'	4.0'	6.0'	
7	Quarter Pipe	3.0'	4.0'	10.0'	
8	Planter (2' wide)	3.0'	2.0'	23.0'	
9	Wedge, Flat, Wedge	1.5'	6.0'	18.0'	
10	Grind Rail (Round)	1.5'	2"	6.0'	
11	Wedge, Flat, Stair	1.5'	6.0'	16.0'	
12	Grind Rail, Kinked (Round)	9"-16"	2"	20.0'	
13	Grindbox (2' Wide)	1.5	2.0'	10.0'	
14	Grindbox	8"	4.0'	8.0'	
15	Quarter Pipe	4	4.0'	11.0'	
16	Quarter Pipe	4	4.0'	11.0'	
17	Bank Ramp	3	4.0'	11.0'	
18	Bank Ramp	3	4.0'	11.0'	
19	Skate Bench	1	1.0'	6.0'	
	<b>Sourcewell Discount</b>				<b>\$(7,211.81)</b>
	<b>TOTAL</b>				<b>\$95,814.02</b>
1	Fine Grading				\$15,000.00
2	Concrete Slab (5,000 sqft)	4"	50.0'	100.0'	\$75,000.00
	<b>TOTAL</b>				<b>\$90,000.00</b>
	<b>GRAND TOTAL</b>				<b>\$185,814.02</b>

**Notes:**

- This turnkey quote includes Equipment, Shipping, Installation, and construction of concrete slab.
- This quote does not include prevailing wage. If applicable, call for revised quote.
- This quote does not include sales tax. If applicable, call for revised quote.
- Quote is good for 30 days.

601 S McKinley Ave.  
Joplin, MO 64801  
417.206.6816  
sales@americanrampcompany.com



## SIGNATURE PAGE

**Exhibit Only - Not to Be Signed**

---

Signature

Date

**Solicitation Number: #112420****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and American Ramp Company, Inc., 601 S. McKinley Avenue, Joplin, MO 64801 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 28, 2024, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

#### **1. *Grant of License.*** During the term of this Contract:

a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. ***Limited Right of Sublicense.*** The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:  
\$2,000,000 per claim or event  
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be 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, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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 each contractor or subrecipient must be 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. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be 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. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.



# RFP 112420 - Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services

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## Vendor Details

Company Name: AMERICAN RAMP COMPANY INC

Does your company conduct business under any other name? If yes, please state: Progressive Bike Ramps

Address: 601 S. McKinley Avenue  
Joplin, MO 64801

Contact: Heather Ogden

Email: heather@americanrampcompany.com

Phone: 417-206-6816

Fax: 417-206-6816

HST#: 35-2353308

## Submission Details

Created On: Tuesday November 17, 2020 16:21:59

Submitted On: Tuesday November 24, 2020 15:51:23

Submitted By: Heather Ogden

Email: heather@americanrampcompany.com

Transaction #: 089feccc-a745-487f-bbcb-fdebd078f1ed

Submitter's IP Address: 69.92.90.122

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	American Ramp Company, Inc.
2	Proposer Address:	601 S. McKinley Avenue Joplin, MO 64801
3	Proposer website address:	www.americanrampcompany.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Heather Ogden Senior Project Manager heather@americanrampcompany.com (417) 206-6816
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Heather Ogden Senior Project Manager heather@americanrampcompany.com (417) 206-6816
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jonathon Hunter Vice President john@americanrampcompany.com (417) 206-6816

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>American Ramp Company is the premier global action sports development company. Serving municipalities, camps, and private individuals throughout the world with turnkey design, manufacturing and construction services. At American Ramp Company we strive to provide excellent customer service, quality equipment and products to our valued customers.</p> <p>American Ramp Company is the result of one skateboarder's dream to do what he loved. The son of missionaries growing up in a remote part of Southeast Asia, ARC founder and president, Nathan Bemo was always looking for a place to skateboard, and if he could not find a place, he made a place. Starting American Ramp Company out of his garage 23 years ago, it is Nathans passion for skateboard and action sports that has positioned ARC as a world class designer and builder of action sports facilities. To this day, Nathan is very active in our design department simply because he loves designing obstacles and park layouts that skaters and bikers want to ride. ARC is the only action sports contractor in the world that offers every skate and bike park build method. This puts ARC in a unique position to approach our customers as experts with solutions and not as a salesperson that only has one agenda to push. Our belief is that every community has users who are drawn to individual focused action sports over team sports. It is our mission to be a resource to any community who makes a commitment to invest in safe and fun infrastructure for skaters and bikers.</p> <p>For more than 20 years, we have built and maintained constant focus on enriching the life of all end users of our parks by providing high end parks that entire families can enjoy together. We employ the most talented and qualified individuals in the business who are each dedicated to producing the absolute best product for our customers. At American Ramp Company we are a family.</p> <p>We believe that communities need challenging and safe places to gather and recreate. Our passion is focused on action sports as designers, builders and participants. Getting people outside and active on a consistent basis changes lives, and changing lives helps to change the world.</p>
8	What are your company's expectations in the event of an award?	<p>American Ramp Company has held a Sourcwell contract for several years and our goal has always been to develop relationships with new and existing Sourcwell customers. We will continue to utilize Sourcwell as our primary procurement vehicle. We will continue to encourage non-members to join Sourcwell and purchase direct utilizing the Sourcwell contract if awarded. We have a dedicated manager to oversee our Sourcwell contract who has familiarized themselves with every aspect of the Sourcwell contract and is available to assist our sales team in the event that our customers have any questions regarding purchasing direct using Sourcwell. ARC is very comfortable with Sourcwell and are confident that it is the best option to serve our customers.</p>
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Please review the attached confidential financial statements demonstrating our strength and stability. Also attached you will find a letter of credit from our financial institution, a letter from our bonding agent regarding our bonding capacity, as well as a variety of reference letters from some of our customers.</p> <p>Note: The financial statements submitted are intended only for the submittal of this bid and is confidential material that is NOT for public viewing</p>
10	What is your US market share for the solutions that you are proposing?	<p>Because we offer a variety of products and solutions across the Action Sports landscape our market share varies within each segment. For skatepark design and construction we would consider ourselves to hold the largest share of the market for all of the various construction methods and that share would make up roughly 15% of the entire US skatepark market.</p> <p>When it comes to Pumptrack we hold over 50% of the market for hard surface Pumptrack and over 75% of the modular pumptrack market. This 75% market share also extends to manufactured bike park equipment.</p>
11	What is your Canadian market share for the solutions that you are proposing?	<p>Our Canadian market share for manufactured skatepark equipment equals well over 50% of the market. We also have over 50% of the modular pumptrack market and around 25% of the built-on site hard surface pumptrack market share.</p>
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No</p>

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>American Ramp Company would be best described as a manufacturer and service provider. ARC employs a captive sales force with fourteen factory direct sales people whose sole focus is toward the sale of ARC products and services. Our Action Sports Sales Specialists cover the entire US and Canada collectively by normally spending 50% of their time meeting customers face to face. ARC also has a department of business development specialists who spend 100% of their time developing new relationships by researching projects and calling potential customers and qualifying them for our sales force.</p>	*
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>American Ramp Company maintains all necessary certifications required to do business in all 50 states in the U.S, as well as Canada. ARC holds several contractor's licenses throughout the US as required and ensures that all subcontractors involved on our projects have proper licensing and comply with local and state laws regarding their registrations or licenses. American Ramp Company is also an approved vendor and holds local business' licenses in many cities in US and Canada as required as well.</p>	*
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Not Applicable</p>	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>*Griffin Bike Park, Terre Haute, IN - 2017 NRPA National Facility or Park Design Award</p> <p>*Festival Fields Park, Avondale, AZ - 2020 APRA Outstanding Facility of the Year for Population 10,001-100,000 Award</p> <p>*Lake Cunningham Bike Park, San Jose, CA - 2018 American Public Works Association Project of the Year</p> <p>*Sedona Bike Skills Park, Sedona, AZ - 2019 APRA Outstanding Facility for Populations under 10,000 Award</p> <p>*Mansel Carter Oasis Park, Queen Creek, AZ - 2019 APRA Outstanding Facility for Populations 10,001-100,000 Award</p> <p>*Ronald Reagan Sports Park, Temecula, CA - 2020 APWA/IE Small Project of the Year Award</p> <p>*Featured in Several Parks and Recreation Magazines as well as industry related magazines</p>
17	What percentage of your sales are to the governmental sector in the past three years	85% of sales are with government entities generally including state county and municipal agencies as well as a variety of parks commissions. Roughly 5% of our business is with the federal government and about 10% private
18	What percentage of your sales are to the education sector in the past three years	12. Historically less than 1% of our sales are in the public education sector. With the increase in school sponsored cycling teams we are beginning to see a demand emerge for bike focused infrastructure on school property. In mid-2020 we kicked off a campaign to develop sales channels for schools with our bike focused products.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Buy Board - Contract No. 592-19 Sales: 2020 through 10/31/2020: \$110,882.39 2019: \$0.00 2018: \$70,110.18 2017: \$0.00</p> <p>PA Costars - Contract No. 014-002 Sales: 2020 through 10/31/2020: \$0.00 2019: \$0.00 2018: \$0.00 2017: \$0.00</p> <p>State of New Jersey Purchasing Contract - Contract No. 16-FLEET-00129 Sales: 2020 through 10/31/2020: \$0.00 2019: \$0.00 2018: \$0.00 2017: \$194,044.06</p> <p>Sourcewell - Contract No. 030117-ARC Sales: 2020 through 10/31/2020: \$1,591,033.15 2019: \$870,472.71 2018: \$ 2,550,829.90 2017: \$1,634,285.65</p> <p>CMAS - Contract No. 4-19-78-0034B No project performed under CMAS Contract at time of bid</p>
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>GSA Contract No. GS-03F-064GA 2020 through 10/31/2020: \$0.00 2019: \$147,000.00 2018: \$127,400.00 2017: \$0.00</p>

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Norman Parks and Recreation Department	James Briggs, Park Planner II	405-366-5480	*
City of Salina Parks and Recreation Department	Chris Cotten, Director	309-212-4796	*
City of Newtown Parks and Recreation Department	Amy Mangold, Director	203-270-4342	*
NYC Parks	Martin Maher, Brooklyn Commissioner	718-965-8920	
City of Fort Atkinson Parks and Recreation Department	Scott Lastusky, Former Director	920-988-9007	

**Table 5: Top Five Government or Education Customers**

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Norman	Government	Oklahoma - OK	*Bike Park Design *Custom Built Bike Park with Trails and PBR Equipment *Skatepark Design *Custom onsite construction of concrete/shotcrete skatepark that included a custom hybrid half pipe. *Custom Rockwork and Paved trails around Blake Baldwin Skatepark *Custom Sign for Blake Baldwin Skatepark	2018: \$237,232.70 2019: \$ 985,620.00 2020: \$ 3,500.00	\$1,226,352.70	*
City of Rogers	Government	Arkansas - AR	*Bike Park and Asphalt Pump Track Design *Custom Asphalt Pump Track Construction *Manufacture and Installation of PBR Features in Bike Park *Trail Construction	2020: \$626,000.00 2020: \$85,000.00 2020: \$16,500.00	\$ 727,500.00	*
City of Las Vegas	Government	Nevada - NV	*Asphalt Pump Track Design and CD's *Asphalt Pump Track Construction *Design, Manufacturing and Installation of three Pro Series Skateparks	2019: \$18,200.00 2020: \$201,788.00 2020: \$490,000.00	\$ 709,988.00	*
City of Reno	Government	Nevada - NV	*Design and CD's of Skatepark * Stamped Construction Documents *Pre-cast Skatepark Manufacture and Installation *Manufacture of PBR Features for Bike Park	2017: \$5,000.00 2017: \$15,000.00 2017: \$ 219,344.53 2017: \$4,900.00 2018: \$266,153.23 2019: \$11,721.88	\$522,119.64	*
Miami Parking Authority	Non-Profit	Florida - FL	*Design, CD's and Construction of custom concrete/skatepark located under I-5 Freeway	2019: \$ 1,100,000.00	\$1,100,000.00	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party),

and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	<p>American Ramp Company can assist our customers through every level of park development all within our own in-house team members. ARC employs a captive sales team which is structured to operate within designated regions. Currently, we have the following in house sales staff members:</p> <ul style="list-style-type: none"> <li>• Two In-house Sales Representatives for East Coast</li> <li>• Two In-house Sales Representatives for Central Region</li> <li>• Three In-house Sales Representatives for West Coast</li> <li>• Three In-house Sales Representatives for Canada</li> <li>• Three In-house Sales Representatives for International</li> <li>• One In-house Sales Representative for Maintenance Products</li> <li>• Two In-house Business Development Team Members</li> </ul> <p>At the sales level our team is actively working with over 3,000 individual clients who are at different stages of project development. We normally attend every state's park and recreation conference and tradeshow to make ourselves available to our current customers and to develop new relationships. This past year that has proven difficult, so we have attended the ones we are able to attend and have had hundreds of meetings with our clients virtually. On a normal basis our sales team spend approximately 50% of their time on the road meeting with our clients to advance the progress of their projects.</p>
24	Dealer network or other distribution methods.	<p>We have non-exclusive relationships with many dealers who have customers that are interest in our services and products. Our dealers will ask that we assist them in providing action sports solutions to their customers since those recreation segments are outside of their depth. Most of these dealer relationships are with Play Power dealers and reps which make the Sourcewell conversation very clean since they too carry a Sourcewell contract. Sales through these dealer relationships represent less than 5% of our total sales as most of our projects are worked factory direct through our captive sales force.</p>
25	Service force.	<p>Customer service and warranty service is all handled completely in our office by our customer support and installation staff. The parks and recreation market is a very connected one so we understand the importance of customer experience and want to control every aspect of that directly. We have more than 30 trained equipment installers, onsite construction crew members and maintenance staff to be able to deliver the highest quality parks to any customer. Our dedicated maintenance staff has the ability to handle warranty claims and provide ongoing maintenance options to our customers on a very quick turnaround because it is all handled directly from our corporate headquarters.</p>
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>While we are working on a project, we assign a Project Manager that is directly responsible for continuing communication on a regular basis with the customer. We strive to make sure that we are providing them with whatever they need to continue success while moving to completion of their project. We have recently implemented the use of Buildertrend Software that allows us to give the customer access to daily reports, photographs, weather reports, schedule and many other items to ensure they are constantly informed of what is happening on their project. Once a project is completed we take a proactive approach to the customer and project installation by contacting them at least twice a year to check in and make sure that everything is going well and that they are happy with the work that we did. This approach serves two purposes, customer satisfaction, but also helps ARC maintain relationships for future work with our clients.</p>
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>American Ramp Company has been actively utilizing a Sourcewell contract for more about 10 years. Throughout that time, we have served clients in 35 states with sales over Ten million since our contract was originally awarded. We have made it our goal to double that figure over the next contract life and reach more than Twenty Million in the next four years. ARC believes that Sourcewell purchasing vehicle for the customers we serve which is why we actively promote our Sourcewell with all new and existing customers and display that we hold a current Sourcewell contract at all of tradeshow we attend in the United States and Canada.</p>
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Our Canadian sales team has been excited about the headway that Sourcewell has been making towards the use of the contract in the Canadian market. We have an office in Ontario with Canadian sales and installation team members. Our team is willing to help the contract propagate in Canada and educate all of the customers and contacts that we have on the value of using the Sourcewell contract.</p>
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>There are no areas in the United States or Canada that American Ramp Company will not fully be able to serve through our Sourcewell contract.</p>

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - We will fully service Sourcewell members in every sector.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There would be no restrictions. We have served customers in Hawaii, Alaska and US Territories throughout our history. We also serve Canadian customers located in remote regions, military bases, International municipalities, and dealers located anywhere in the world. Shipping terms and costs may vary based on locations. We will provide a quote for freight and delivery time at the time of estimate to the customer.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Every project quote that we send out will have verbiage encouraging that the purchase is made through the Sourcwell contract. We will have information and links on our customer facing digital marketing materials like our website as well as include that we hold a Sourcwell contract on industry publications. Often, we do continuing education sessions and lunch and learns where we include information about procurement and specifically how using Sourcwell is the most efficient method for project procurement. We have attached some examples of marketing material as well as tradeshow handouts and catalogs that show that we carry a Sourcwell contract.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	American Ramp Company uses technology and digital data to enhance marketing effectiveness in the following ways:  Website: Our dedicated marketing team works to ensure that our website remains up to date and relevant to customer needs. We analyze what the customers in our industry are searching for and use data and metadata to steer our messaging both in content and delivery method.  Social Media: American Ramp Company is currently on Facebook, Instagram and You Tube. Our goal on these platforms is to provide our customers with information on our current parks that will add value in seeing where we are building and what our finished products look like. Social media is also a fun and interesting way to share with others the joy that the end users are being provided because of the different products and services we bring to communities.  E-Blast: American Ramp Company frequently sends out E-blasts to all surrounding customers when we have a new park opening, are attending a local tradeshow, introducing a new product, and many other reasons. We feel that E-blasts are a successful email marketing tool that can raise awareness of our business and products to keep us on the minds of existing and potential customers.
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	We anticipate that Sourcwell will continue to play a strong role in ensuring their members are aware of American Ramp Company's awarded contract and will navigate members to our Sourcwell Awarded Vendor page which will provide them all of the details on our contract award and contact information.  Sourcwell has already played a very active role in promoting our previous contracts by assisting our sales division on conference calls to help explain the many benefits and ease of contracting through Sourcwell. They have been very active in helping our sales force answer any questions that our customers who haven't become members of Sourcwell that they may have which makes it much more successful in getting them to become new Sourcwell members.  We have already integrated Sourcwell into our sales process by developing a marketing strategy that promotes our contract among members. We will continue to encourage Sourcwell members and nonmembers the advantages of purchasing through Sourcwell in an effort to save them valuable time and money.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	American Ramp Company does not offer online sales through our website because of the nature of the products and services we provide. Most of our products and services require initial legwork including design which would not be effectively performed through online ordering services. We work with our customers and their communities to develop designs and then supply them with the best possible end product based on the feedback from the customer and their end users.  However, we work with our customers in any way needed to make the procurement process meet their needs. We offer procurement through many various forms including purchase orders, credit cards and P-Cards.  Because we work with many government entities, all these forms of procurement are very common to us.  There is no additional cost to Sourcwell members for using this process.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	At the time of project installation, we offer an opportunity for our customer to have staff trained on equipment maintenance by our installation crew lead. This is a service that we provide at no extra cost to the customer.	*
37	Describe any technological advances that your proposed products or services offer.	Our design and engineering team work to stay of the cutting edge of the action sports industry when it comes to the development of new products and facilities. We also look for ways to integrate technology and multimedia into the park experience. For example, we have developed the ability for a facility user to access a "How to use this equipment" video while at the park by scanning a QR code on interpretive signage.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>At American Ramp Company we take pride in our commitment to providing the highest quality projects possible. As a leader in the action sports industry we recognize that it is our responsibility to set an example as an environmentally conscientious company. We have invested considerable time and resources identifying aspects of our business that we can alter in order to maximize our customer satisfaction while minimizing our environmental impact. American Ramp Company has always looked for ways to decrease our carbon footprint. We hold firm to the belief that focusing on building the highest quality, longest lasting skateparks will insure minimum environmental impact. By building skateparks right the first time we guarantee resources are not needlessly being used to replace or repair.</p> <p>Our industry did not have baseline environmental standards and for that reason we took the lead to develop initiatives and with one other skatepark company founded Green Skate. As one of the founding members of Green Skate we have adopted a policy to evaluate environmental impact of every decision we make. Green Skate is an initiative set forth to create baseline standards for sustainability in the production of skateparks. Below are a few of the critical objectives of Green Skate.</p> <p>Green Skate Initiatives</p> <ul style="list-style-type: none"> <li>• Use recycled and recyclable productions - Utilize resources that are recyclable and/or composed of recycled materials</li> <li>• Practice Lean Manufacturing - Identify any areas of waste and excess. Maximize efficiency and accuracy of work force, energy and materials. Manufacture equipment when ordered so energy and materials are not being wasted on inventory storage.</li> <li>• Seek Environmentally Sensitive Partners and Suppliers - Team up with vendors and business partners that are taking their own steps to protect our environment and natural resources. We seek out vendors and suppliers that are operationally proximal to avoid trucking raw materials over a long distance.</li> <li>• Employee Culture - Encourage employees to constantly evaluate their work processes and identify areas that can be improved to increase efficiency and environmental sustainability.</li> </ul> <p>ARC also employs LEED Accredited individuals that help keep focus on environmental sustainability within the company.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	While American Ramp Company does not hold any third-party issued eco-labels, ratings or certifications, all of the steel used in our products are recycled steel. We also utilize recycled concrete when possible as base and fill material in our onsite parks and work with various suppliers of surfacing that utilizes recycled material. American Ramp Company has also recently used Basalt rebar in place of traditional steel rebar on a project that we completed this past year and are looking into utilizing this product more in the future.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>American Ramp Company is identified as a Small Business Entity (SBE) and does currently hold a State of Missouri Minority Owned Business Enterprise certificate.</p> <p>Please see a copy of this certificate attached to this response.</p>	*

41	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>American Ramp Company offers turn-key solutions to its customers. Being the only true one stop shop for the Action Sports segment of the recreation industry, we are able to serve our customers at every level of any project. This assistance spans all areas of project development including fundraising, community awareness, and project development. Any time a customer contacts our office during normal business hours someone will answer the phone. Every staff member that answers our phones during the course of the day are trained on asking the proper questions to ensure that they are transferred to the appropriate person to help with whatever they need. This we feel is an added value to our customer service because they get to speak to a live person at the time of their initial call.</p> <p>Because we have had a Sourcwell contract for over 10 years our staff is uniquely prepared to help Sourcwell members, and customers interested in becoming members, navigate the procurement process using the contract.</p>	*
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**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes, our warranty typically covers all materials and labor.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Repairs required due to neglect, abuse, accident, vandalism, use of products other than the intended purpose and acts of nature or God are not warrantied. The warranty does not cover any modifications, additions, or changes to the equipment unless approved in writing by American Ramp Company.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Because we have multiple crews that are mobilized throughout the US and Canada, we can very quickly respond to any warranty issues. Since these crews are already in the region, we do not charge our customer for any travel related expenses.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcwell participating entities in these regions be provided service for warranty repair?	American Ramp Company covers all regions and have crews that can perform warranty work anywhere in the United States and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Our warranty extends as applicable to any product or service that is listed under our contract, including any product that we would offer by others.	*
47	What are your proposed exchange and return programs and policies?	An exchange program is not offered, if something is wrong or a customer is unsatisfied with a product our warranty covers that item and we will replace it at no cost to the customer. There is a 30% restocking fee if the customer wants to return a park. All of the shipping and logistics are handled through our office and often carried by our crews.	*
48	Describe any service contract options for the items included in your proposal.	Our products have an industry leading warranty and are manufactured to be as maintenance free as possible. However, we do have an annual maintenance inspection program available to our customers. With the annual maintenance inspection program, we will send out on of our trained supervisors to do a thorough walk through their park and identify any necessary items that should be addressed. If the park is within our warranty timeline, most of these items can be addressed immediately. If work outside of warranty is needed, we can then take all the photo documentation and reports back to our office where our service department will write up a detailed report and provide a quote to make necessary repairs.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	<p>We have a wide variety of payment terms depending on the product and/or service we are providing.</p> <p>Because the majority of our projects are very large in nature our terms are 50% at the time of order and 50% upon shipping of the equipment. Most of these projects we work with Net 30 terms.</p> <p>American Ramp Company also performs large inground concrete skateparks and asphalt pump track and generally invoice those using progress billing that we submit to the customer at different project milestones much like most construction projects.</p> <p>American Ramp Company will talk through payment terms with our customers and determine which payment structure works best for them and their project.</p>
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>ARC has partnered with National Cooperative Leasing (NCL) to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including tax-exempt municipal leases and a purchase order only program.</p> <p>There is no ownership, common ownership, or control between ARC and NCL.</p>
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Sourcewell members will issue purchase orders directly to American Ramp Company with the Sourcewell contract number included on the PO. American Ramp will then entire the sales as a Sourcewell sale in their sales tracking system, which is used to create, manage and report quarterly to Sourcewell.</p> <p>Our overall order process provides multiple check points so that nothing is missed in the process of our customers placing an order. Each customer works directly with a sales professional from their region. Once they work through what type of equipment, park or services they would like to procure a contract or purchase order and order form are completed. Once that is done so it is entered into our online system with all of the information for each order which then automatically generates an internal email to all department managers. The accounting department immediately enters the job into our online accounting system and the file is sent to our manufacturing department.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>Yes, we will work with our customers in any way needed to make the procurement process meet their needs. There is no additional cost to Sourcewell members for using a P-Card.</p>

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Each individual component will be listed using line item pricing. All pricing that is being extended to Sourcewell members is factory direct pricing, which means no middleman mark up. This factory direct relationship automatically saves the 20-30% commissions that would typically be applied and added to the price by a 3rd party supplier. In addition to the factory direct pricing ARC will be offering an additional 7% discount off the factory direct pricing, giving Sourcewell members access to pricing lower than any other pricing in market, published or unpublished. Individual Sku's are listed for manufactured components on the attached price list. Onsite construction price line items do not contain sku numbers.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Most of our customer interaction is factory direct, and this will be the same in the case of a Sourcewell sale. This means that our list price is manufacturer direct pricing and does not have the 30% marked up MSRP when working through a third-party rep agency. That factory direct pricing is then discounted an additional 7% to Sourcewell members giving Sourcewell members the best possible price for our products and services.
55	Describe any quantity or volume discounts or rebate programs that you offer.	There are no quantity or volume discounts or rebate programs at the time of this offering.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Our objective in this RFP response is to provide a turn-key solution by including all conceivable aspects of a skatepark, bike park or pump track project under this contract. Items such as sound dampening material, installation, etc. will have percentage cost pricing.  For any components that are not specifically called out in this price list we will provide a quote for the requested service as new needs arise. Because the components to build a skatepark, bike park or pump track vary drastically, it would be virtually impossible to include every non-standard component in our price list. Our price list is meant to be interpreted as "Standard" components meaning that a certain feature may have differing dimensions with a different price.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Our response covers all components typically associated with our projects. The only cost that is not clearly defined in our proposal would be installation costs on projects located within prevailing wage states. In states with prevailing wage laws we do not use the percentage cost pricing method, but rather quote the installation out based on the applicable rate schedule that would apply but only for the installation amount the product price is fixed by the contract.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Once the final design is complete and all components are determined for each project, our shipping department gets multiple competitive rates from our shipping partners. Because we are based in the center of the US and ship a lot of freight, we are able to provide very cost-effective shipping solutions.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In the instance of Hawaii and Alaska, we ship to the port and have the products sent by boat. Shipping to most regions of Canada are the same procedure as when we ship within the US. None of these logistics are the responsibility of the customer and are handled directly by our shipping department. These types of shipments are common practice for us as we do a lot of international business.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our team has shipped and installed skate, bike and pump track components in nearly 40 countries and every environment, so unique to us is a relative term. To date we have been able to comply with customer requests in any situation that we have encountered and intend to continue that trend. We don't offer any specifically unique distribution or delivery methods.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	As soon as an order is placed, the first stop that it makes is in our contract managers office. She thoroughly goes through the pricing and verifies everything in accordance with Sourcewell pricing. Once she verifies the pricing, she then places the sale on our internal sales report and includes all information including which purchasing program is used to place the order. She then keeps individual reports for each purchasing program where the data is entered as well. For our current Sourcewell contract, we use the report that was provided to us by Sourcewell to report our sales. At the end of each quarter all sales are double check and verified on the sales report and the administrative fee is issued for the projects that have been completed and paid in full.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Two Percent of gross sales.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	American Ramp Company offers everything necessary for design and build services for skateparks, bike parks and pump tracks. American Ramp Company offers pre-cast concrete, modular skatepark equipment (wood, steel, hybrid), bike park equipment, modular pump track equipment, bicycle playground equipment, trail construction, on-site concrete skatepark construction, and on-site construction of asphalt pump tracks. American Ramp Company provides full turn-key service of any type of skate, bike or pump track project including all demolition, excavation, drainage, forming, rebar, shotcrete, flatwork, and much more depending on the project needs. All designs produced by ARC are custom based on what the customer would like, their budget, the site selected as well as community input from meetings and surveys conducted by our design team.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The categories listed, Skateparks, Bike Parks and Pumtracks, capture most every type of product/service that we offer.

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Skateparks	<input checked="" type="radio"/> Yes <input type="radio"/> No	American Ramp Company provides every skatepark build option and pricing for each is available and included in this proposal.
67	Bike Parks	<input checked="" type="radio"/> Yes <input type="radio"/> No	American Ramp Company offers turn-key design and build of every type of bike park product and facility including segments created by us like bicycle playgrounds.
68	Pump Tracks	<input checked="" type="radio"/> Yes <input type="radio"/> No	All pump track construction methods are available through American Ramp Company including products that are exclusive to ARC like modular pump tracks.
69	Design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>We offer turn-key planning, design, consultation, and everything needed leading up to project construction and during construction we also perform all aspects of the project in house from site work through completion of the project.</p> <p>We also provide facility management, programming and maintenance/repair solely by our staff.</p>

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Sales Revenue:</p> <p>We track our sales revenue on a monthly, quarterly and annual basis to show whether our sales are increasing/declining to Sourcewell members. This has also been tracked internally since the initial award of our first contract and this information is used internally by our sales team when they are initiating communication with a future customer who is interested in Sourcewell.</p> <p>Number of Sales:</p> <p>American Ramp Company tracks the number of sales with detailed sales reports on a monthly, quarterly and annual bases to track the number of sales to Sourcewell Customers. This has also been tracked internally since the initial award of our first contract and this information is used internally by our sales team when they are initiating communication with a future customer who is interested in Sourcewell.</p> <p>Those are just a couple of examples of how we track to see if we are having success with the contract. If we see our revenue and number of sales drop, we will take the time to identify the problem and take all necessary steps to correct the issue.</p>
71	Describe the methods or techniques that impact the durability or longevity of your product.	<p>Because we self-perform nearly 100% of every aspect of a project, we can make sure that the quality meets our expectation. Our inhouse Director of Engineer and our Quality Control Manger have both been with our company for just shy of 20 years. Every project has 3 levels of quality checks that it goes through before the installation crew arrives onsite. Maintaining an experienced team who understand and maintain a level of excellence has been the key to outputting products that last. In-fact our most popular product comes with a 20-year warranty and we have had installations that are still in use from our first year in business, 23 years ago.</p>
72	Describe any unique advancements offered by your firm, including examples related to product safety, product longevity and life cycle costs.	<p>Our team is always looking for ways to improve our products and processes. This is done with a focus on performance, safety, and aesthetics. For example, we re-engineered both our bike and skatepark product lines in a way that eliminated any fasteners in the riding surface. This change eliminates a potential hazard of a fastener backing out and causing injury, but also gives the product a higher aesthetic value. The removal of this critical maintenance area is also a big benefit to the customer.</p> <p>Another great example is something we recently developed; a special surface fork bike parks called P3 Cycle Surface. This new surfacing solution will dramatically cut down on maintenance for customers while also creating a more consistent and safer riding surface for users.</p>
73	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	<p>Our team works directly with clients from the beginning of a project to address the needs and goals identified. A focus for our company is to provide facilities that serve the broadest user group possible. Our passion is in action sports as designers, builders, and users ourselves, so we believe it is our responsibility to make action sports environments that are welcoming, engaging, and inclusive. Whether it is a bike park, skatepark or pump track, we believe getting people outside and active on a consistent basis changes lives, and changing lives helps to change the world.</p>
74	Describe any unique advantage that your product offers in relation to design-build, manufacturing, climate variations, and community aesthetics.	<p>Our company offers a turn-key solution for the planning, design, and construction of Skateparks, Pumptracks and Bike Parks. We feel that we have the most experienced and diversely qualified team in the action sports industry. On top of our experience we have the advantage of executing every aspect of a project inhouse, without the need to outsource. This means we can directly ensure a quality product/project, delivered in an efficient timeframe.</p>

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 75. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A	N/A	No Exceptions Taken

**Documents****Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - ARC 2018 2019 2020 Financials.pdf - Tuesday November 24, 2020 15:13:04
- [Marketing Plan/Samples](#) - ARC Tradeshow Handout.pdf - Tuesday November 24, 2020 15:22:33
- [WMBE/MBE/SBE or Related Certificates](#) - MBE Certificate.pdf - Tuesday November 24, 2020 15:20:25
- [Warranty Information](#) - Warranty Statements.pdf - Tuesday November 24, 2020 15:19:31
- [Pricing](#) - 2020 Sourcewell Price List.pdf - Tuesday November 24, 2020 15:35:55
- [Additional Document](#) - ARC\_Catalog.pdf - Tuesday November 24, 2020 15:24:21

## Proposer's Affidavit

### **PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
  - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Heather Ogden, Senior Project Manager, American Ramp Company, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_2_Skatepark Bike Park and Pump Track Solutions_RFP 112420</b> Thu October 29 2020 09:47 AM	<input checked="" type="checkbox"/>	3
<b>Addendum_1_Skatepark Bike Park and Pump Track Solutions_RFP 112420</b> Fri October 9 2020 04:18 PM	<input checked="" type="checkbox"/>	1



### CONTRACT EXTENSION

**Contract Number: 112420-ARC**

Sourcewell  
202 12th Street Northeast  
P.O. Box 219

and

American Ramp Company  
601 S McKinley Ave

Staples, MN 56479

Joplin, Missouri

64801-3220

(Sourcewell)

(Vendor)

have entered into Contract Number: 112420-ARC  
for the procurement of: Skatepark, Bike Park, and Pump Track Solutions with Related Equipment,  
Accessories, and Services

The Contract has an expiration date of 2024-12-29 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2025-12-29 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:  
  
C0FD2A139FD06489  
Authorized Signature

Jeremy Schwartz  
Name

Chief Operating and Procurement Officer  
Title

3/29/2024 | 8:47 AM CDT  
Date

DocuSigned by:  
  
1EE609FC26EE45C...  
Authorized Signature

Heather Ogden  
Name

Senior Project Manager  
Title

4/1/2024 | 7:49 AM PDT  
Date

Rev. 7/2022  
4888-1186-0718, v. 1