

MASTER AGREEMENT # 6481

EXHIBIT A

FORM PARTICIPATING ADDENDUM

NASPO ValuePoint

PARTICIPATING ADDENDUM

**PARKS & RECREATION EQUIPMENT
AND RELATED SERVICES**

Lead by the State of Oregon



Master Agreement #: 6481

Contractor: **RUBBERCYCLE, LLC dba RUBBERECYCLE (Contractor)**

Participating Entity: **STATE OF UTAH**

The following Goods or services are included in this Addendum:

- *All Goods and accessories listed on the Contractor page of the NASPO ValuePoint website.*
- *Product Installation, Site Work, and Repair Services –*

Eligible user may determine if they want to use installation, site work, or repair services as part of this agreement through an authorized service provider. The dealer must meet all requirements given by the manufacturer for installation and other services. Before services are performed the eligible user will submit a detailed scope of work for the services required. After reviewing the scope of work the authorized dealer must provide a quote to the end user detailing all costs. The eligible user must approve cost and timeline before any services are provided. Charges for services are not to exceed 36% of the cost of the equipment.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the **Parks & Recreation Equipment and Related Services** led by the State of Oregon for use by state agencies and other entities located in the Participating State of *Utah* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *Utah*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Jennifer Sacks
Address:	1985 Rutgers University Blvd
Telephone:	732-768-6001
Fax:	732-370-4247
Email:	jen@rubbermulch.com

Participating Entity

Name:	Chad Hinds
Address:	3150 State Office Building Capitol Hill PO Box 141061 Salt Lake City, UT 84114
Telephone:	801-538-1287
Fax:	801-538-3882
Email:	chinds@utah.gov
Name:	Chad Hinds
Address:	3150 State Office Building Capitol Hill PO Box 141061 Salt Lake City, UT 84114
Telephone:	801-538-1287
Fax:	801-538-3882
Email:	chinds@utah.gov

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

The following changes are modifying or supplementing the Master Agreement terms and conditions:

Addition of Attachment A: State of Utah Terms and Conditions for a Participating Addendum

Any conflicts between Attachment A in this Participating Addendum and the Master Agreement will be resolved in favor of Attachment A.

WARRANTY OF PROCUREMENT ITEM(S): Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to an Eligible User under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for

which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to an Eligible User under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the Eligible User within ten (10) days of any written notification informing Contractor of the Procurement Items not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies an Eligible User may otherwise have under this Contract.

WORKERS' COMPENSATION INSURANCE: Contractor shall maintain workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

5. Lease Agreements: *Not Applicable*

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of *Utah* as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

Authorized Utah Dealer:

Lucky Dog Rec
2030 N Redwood Rd #80
Salt Lake City, UT
800-388-2196



7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

8. Contract Period: Effective Date: 1/01/2017 Termination Date: 12/01/2017 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options: Five renewal options of one year each

9. Payment: Prompt Payment Discount: *Not Applicable*

10. Administrative Fee: This fee is .4 of one percent (.40%) described in Attachment A. This is in addition to the NASPO Administration Fee in the Master Agreement.
11. Documents Incorporated into this contract by reference but not attached: All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
12. Signatory: Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: <i>State of Utah</i>	Contractor: Rubberecycle, LLC
Signature: 	Signature: 
Name: <i>Chris Hughes</i>	Name: Keith Sacks
Title: <i>Assistant Director</i>	Title: Vice President
Date: <i>1/18/17</i>	Date: 1/17/2017

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tim Hay
Telephone:	503-428-5705
Email:	thay@naspovaluepoint.org