

**CMAS PURCHASE AGREEMENT
UNDER CMAS CONTRACT PRICING AND PROVISIONS**

SAN MATEO-FOSTER CITY SCHOOL DISTRICT & PARK ASSOCIATES, INC.

This CMAS Purchase Agreement (“Agreement”) is entered into between the **San Mateo-Foster City School District** (“District”) and **Park Associates, Inc.** (“Park Associates”) as follows:

RECITALS

WHEREAS, the District wishes to purchase play structure equipment for George Hall Elementary School from Park Associates, Inc. in a cost-effective manner and wishes to avail itself of the benefits and protections of the California Multiple Award Schedule (“CMAS”) program;

WHEREAS, Park Associates Inc. wishes to contract to provide the District with play structure equipment for multiple school sites that it needs and is willing to provide same pursuant to CMAS program requirements;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the parties have agreed and do agree as follows:

TERMS AND CONDITIONS

1. This Agreement fully incorporates by this reference the following documents:
 - 1.1. CMAS Contract Number 4-08-78-0043A (“CMAS Contract”), including the following documents, attached hereto as **Exhibit “A”**:
 - 1.1.1. The terms and conditions of CMAS Contract, dated August, 2010 (10 pages);
 - 1.1.2. Park Associates Inc. Payee Data Record, dated October 28, 2013 (1 pages);
 - 1.2. General Services Administration (“GSA”) contract documents, Office of Federal Supply and Services for GSA #GS-03F-0076U (Krauss Craft, Inc.) (“GSA Contract”) with a contract end date of June 30, 2018;
2. To the extent any term or condition of this Agreement is inconsistent with the CMAS Contract, the CMAS Contract shall control, except for the **Delivery**” and **Payments**” provisions in this Agreement which shall control over all other contradictory delivery or payment provisions.
3. For the purposes of this Agreement, all references to the “State of California,” “State,” and/or “Local Agency” in the CMAS Contract shall be interpreted to apply to the District and all duties and obligations with respect to the “State of California,” “State,” and/or “Local Agency” under the CMAS Contract shall apply to the District under this Agreement.
4. Park Associates Inc.. shall provide the District with the following items (“Product(s)”) at multiple school sites pursuant to this Agreement. The total cost for each piece of the Product(s) shall be as indicated in this table:

Product Numbers	Quantity	Description	Total Cost
1	1	George Hall -Upper	\$67,625.00
		SUBTOTAL	\$67,625.00
		Freight	\$0.00

performed at each Site. Park warrants that it has made all Site examination(s) and that it deems necessary as to the condition of each Site, its accessibility for materials, workers and utilities, and Park ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

10. **Equipment and Labor.** Park shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Product installation herein described. The Product installation to be performed at such times and places as directed by and subject to the approval of the authorized District representative.
11. Any subcontractor engaged by Park for any service under this Agreement, including installation, must be approved by the District. Park agrees to bind every subcontractor by the terms of the Agreement as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Park subcontracts any part of this Agreement, Park shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the District.
12. **Termination.** If Park fails to perform its obligations under this Agreement to the satisfaction of the District, or if Park fails to fulfill in a timely and professional manner Park obligations under this Agreement, or if Park violates any of the terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving written notice thereof to Park. District shall also have the right in its sole discretion to terminate the Agreement for its own convenience.
13. **Force Majeur Clause.** Park shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of Park.
14. **Indemnification/Hold Harmless Clause.** To the furthest extent permitted by California law, Park shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Agreement unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Park proposes to defend the District.
15. The parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one party or the other.
16. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire agreement between the District and Park. No other promises, agreements, or statements between the parties shall be binding unless made in writing and signed by all parties hereto.
17. Each party hereto shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Agreement and the events leading up to this Agreement.

18. This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this agreement shall be commenced and maintained in the county in which the District's administrative offices are located.
19. In the event that any action is brought to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, expenses and costs in addition to all other relief to which that party may be entitled.
20. The parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to achieve the purposes of this Agreement.
21. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all parties have been furnished and delivered to the attorneys for all parties to this Agreement. Signature of copies and facsimile versions of this Agreement shall have the same force and effect as signature of the original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

San Mateo-Foster City School District

Park Associates, Inc.

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Title: _____

Title: _____

Exhibit 7 "A"



Park Planet

a Division of Park Associates Inc
415 Elm Street
Red Bluff California 96080
(530) 244-6116

QUOTE

Quoted To:

San Mateo-Foster City School District

1170 Chess Dr
San Mateo, CA 94402

Contact: Mark Sherrill

Phone: 650-312-7884 / Email: msherrill@smfc.k12.ca.us

Quote #:

Q21-0245

Date:

February 11, 2021

Project:

George Hall Elementary
School - Upper

City:

San Mateo

Sales Rep - Email:

Misha Holliman -
misha@parkplanet.com

Terms:

Net 30dys / Shipment

#	Description	Vendor	Item No	Qty	Rate	Amount
1	Custom Round 5 Steel Play System. SN: R503CA73A Structure Includes: 2 Orbital Shades 3 Slides - 2 Twister Tube Slides at 9' - 1 Poly Wave Slide at 5' 8 Climbers - 1 Ebb Climber - 1 Flow Climber - 1 Square Net Zipper - 1 Erector Rock Climber - 1 Boulder Stack Climber - 1 Crawl-Netix Climber - 1 Vertical Rock Climber - 1 Curved Rung Ladder 5 Ground Events 3 Elevated Play Events	PlayCraft	PR-R5	1	63,055.00	63,055.00
2	Tidal Wave	PlayCraft	A2-2488	1	8,355.00	8,355.00
3	5-12 Age Appropriate Sign (HDPE)	PlayCraft	A2-1303	1	840.00	840.00
4	CMAS Discount Vendor ID: 4-16-78-0038E-Sup 2:	CMAS	Discount- CMAS-TX	1	-7,225.00	-7,225.00
5	PlayCraft Freight w/ Liftgate & Pallet Jack **PlayCraft shipping pallet dimensions can reach upwards of 4'W x 8'H x 18'L. Offloading is the CUSTOMERS responsibility and is NOT included in shipping costs. Please discuss offloading options with an Park Planet representative PRIOR to placing an order.	PlayCraft	PCF	1	2,600.00	2,600.00
6	Equipment only. Installation to be supplied by others.	Park Planet	Equip-Only	1	0.00	0.00
7	Offloading & storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more is recommended.	Park Planet	Offloading	1	0.00	0.00

QUOTE GOOD FOR 30 DAYS

Sub Total 67,625.00

CA-San Mateo-San Mateo (9.5%) 6,177.38

Total \$73,802.38

ORDER / DELIVERY INFORMATION:

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED.

Authorized Signature: _____ Date: _____

**Purchasing agent who is authorized to enter into binding agreement for quoted entity.

**By signing this quote, I have read and agree to the quote Terms & Conditions listed below, on the following 2 pages.

TERMS & CONDITIONS

1. General Notes

- *Assembly and Installation NOT included unless otherwise noted
- *Payment and Performance bonds are NOT included unless otherwise stated. If required, additional charges will apply. Please call for details!
- *Customer responsible for quoted quantities and model numbers, please check!
- *Price reflects quoted quantity. Please request revision if alternate quantity is desired.

2. Payment / Ordering

- *Most repeat customers are given the terms of 50% Deposit with order; Remainder within 30 Days from Delivery.
- *Others require a onepage credit application or payment with order
- *TO ORDER, please sign quote and return via email or fax to avoid any shipping delays. Fax or email copy deemed to be legal equivalent of original. If Payment with Order is required, please sign quote below and return with payment. All past due accounts subject to 1 ½% monthly finance charge. In the event legal action is required to effect collection venue shall be Red Bluff, CA.

3. Shipping / Unloading

- *Shipped by Common Carrier – Customer will need 24 people to unload. Liftgate NOT included. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload
- **IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery Please note any shortages or damages on delivery copy.
- *Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only. We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments.

4. Engineered Wood Fiber

- *Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.
- *Compaction of the Engineered Wood Fiber is NOT included in the installation cost, if desired, please request an updated proposal.

5. General Notes for Purchased Installation

- *Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal
- *Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal
- *ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.
- *ACCESS CLAUSE: Installation based on clear access to area. Crane service is NOT included. Customer to provide access for bobcat to work area, bobcat will be provided by installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.
- *UTILITY CLAUSE: Unless stated in writing in the quote proposal, installation does not include marking of utilities by Dig Alert or other similar entities. Customer can, however, call Dig Alert directly. Dig Alert CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc. Customers responsibility to provide locations of any utilities prior to commencement of work.
- *Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2ton bobcat needed to complete project.
- *Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders unless otherwise noted
- *Before we proceed with the playground installation, the playground area MUST be compacted, be free of debris, and excavated accordingly. Please call for details.
- *Concrete pad for surface mount items NOT included and MUST be provided by customer unless otherwise stated.
- *Surface mount anchoring to asphalt and paver areas is NOT included unless otherwise stated.
- *Private Utility Locator is NOT included unless otherwise noted. Private Utility Locator CANNOT locate any PVC or plastic water lines
- *Installation does NOT include saw cutting and/or core drilling unless otherwise noted
- *Installation does NOT include jackhammering. Please call for details.
- *Area MUST have normal soil conditions and be level.
- *All Athletic Equipment Goals such as soccer, football, etc, install location MUST be marked out by customer prior to installation, if installation was purchased.

6. Temporary Fencing

- *Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.

7. ADA Access

- *Play Equipment MUST be installed over an impactabsorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.
- *This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.

8. PouredinPlace Rubber Surfacing

- *Rubber Surfacing cure time is normally 4872 hours and can vary depending on weather conditions.
- *Rubber Surfacing cannot be installed during extreme weather conditions and may also not be installed if rain or frost is forecast during the cure time.
- *48Hour Manned Security is NOT included for rubber.

9. Shade Shelters (non DSA)

- *Shade Shelter installation price EXCLUDES – unless otherwise stated in this quote engineering, drawings, calculations, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City/County.
- *Shade Shelter manufacture time is 8 weeks. Permitting can add 24 weeks or more to lead time. PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!
- *Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.

TERMS & CONDITIONS (Continued)

10. Shade Shelters (DSA)

**8-10 Week lead time is AFTER DSA approval by your architect of choice

* Customer to receive shade shelter. If receiving by us is needed, please call for pricing and details!

* Job to be completed in one mobilization. Additional moves will be additional pricing if we are required to remobilize due to schedule issues, stop work or a delay in work not caused by us.

*Pricing does NOT include, architectural drawings, site/plot plans, DSA submittal fees, job site inspector fees, shop welding inspection fees, and/or permits

*DSA inplant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.

*School District / Architect responsible for submission of plans to DSA for DSA approval

*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

*Pricing does NOT include footings, steel cages, anchor bolts, or erecting of shade shelter unless otherwise noted.

11. Prevailing Wages

*Prevailing Wages NOT included unless otherwise noted. (ie: Davis Bacon, TERO, ect.) If this is a Prevailing Wage project, please request alternate pricing.

*If Prevailing Wages / Davis Bacon Wages were INCLUDED, all other special work fees NOT included Additional Labor Charges may apply if alternate labor is required.

*If DIR Project Registration is required, work may not begin until we receive DIR Project ID number.

*Park Planet does not meet the Skilled & Trained Workforce Requirements and will not participate in same. Park Planet will not sign any PLA's for Union Work and is not signatory to any unions.

12. Indemnity Provision

*Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.

13. Park Planet General Insurance

Call for Proof of Insurance & W-9