

CONTRACT AGREEMENT
CITY OF CROSSVILLE, TENNESSEE
PLAYGROUND EQUIPMENT PURCHASE AND INSTALLATION

This Agreement is entered into this ___ day of _____, 2026, by and between the **City of Crossville, Tennessee** (hereinafter referred to as the “City”), and **BCI Burke Company, LLC**, Fond du Lac, Wisconsin (hereinafter referred to as the “Contractor”).

In consideration of the mutual covenants contained herein, the parties agree as follows:

Contract Dates: April 20, 2026 to April 20, 2027

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment, and services necessary for the purchase, delivery, and installation of playground equipment at Centennial Park, as outlined in the Contractor’s proposal dated February 24, 2026 (Proposal No. 172-213937-1).

The scope includes:

- Playground structure and freestanding equipment for ages 5–12
- Installation of all playground components
- Supply and installation of safety surfacing
- All associated hardware and system components

The Contractor’s proposal, specifications, drawings, and pricing are hereby incorporated into this Agreement by reference.

Contractor shall verify all site conditions prior to mobilization, and failure to do so shall not result in additional cost to the City.

2. Contract Amount

The total contract amount shall be **\$370,865.33**.

This includes:

- Equipment
- Installation
- Surfacing
- Freight (as outlined in proposal)

3. Installation Responsibilities

City Responsibilities:

- Provide a clear, level, and accessible project site
- Provide staging area for delivery and storage
- Ensure utilities are located and marked
- Provide site access for equipment and installation crews

Contractor Responsibilities:

- Install all equipment in accordance with manufacturer specifications
- Ensure compliance with ASTM, CPSC, and ADA standards
- Provide all necessary supervision, labor, and installation expertise
- Inspect and test all installed equipment for proper operation
- Contractor shall repair, at its own expense, any damage to City property caused by its operations. Contractor shall maintain the site in a clean and safe condition at all times. Contractor shall secure the site and equipment during non-working hours.

4. Equipment and Design

The equipment layout shall follow the design submitted with the Contractor's proposal. Any deviation from the approved design must be approved in writing by the City prior to implementation. Any equipment substitutions must be equal or superior in quality and approved in writing by the City of Crossville.

5. Construction Schedule

- Equipment manufacturing shall begin upon receipt of required deposit
- Estimated equipment lead time: **5–8 weeks**
- Installation shall commence upon delivery of materials
- Contractor shall coordinate schedule with the City

6. Payment Terms

Payments shall be made as follows:

- **50% deposit** upon execution of contract and issuance of purchase order
- **25% payment** upon delivery of equipment
- **25% final payment** upon completion and acceptance of the project

The City shall retain the right to withhold payment for incomplete or unsatisfactory work. City may withhold payment for defective work until corrected. City may require lien waivers with each payment. No payment constitutes acceptance of defective or non-conforming work.

7. Insurance

The Contractor shall maintain:

- General Liability Insurance
- Workers' Compensation Insurance

Proof of insurance shall be provided to the City upon request. **City shall be named as an additional insured on all policies.** Insurance shall be primary and non-contributory. Minimum coverage limits: \$1M general liability; workers' compensation; \$1M automobile liability; Certificates of insurance shall be provided prior to commencement of work.

8. Licensing

The Contractor shall maintain all required licenses to perform the work in the State of Tennessee.

9. Warranty

All equipment, materials, and workmanship shall be covered under the manufacturer's warranty provided by BCI Burke, including the Burke Generations Warranty.

10. Compliance

The Contractor shall comply with:

- All applicable federal, state, and local laws
- ADA accessibility requirements
- ASTM and CPSC playground safety standards
- Any applicable grant requirements
- Contractor shall obtain all required permits and inspections.

11. Changes in Work

Any changes to the scope, price, or schedule must be approved through a written change order executed by both parties.

12. Indemnification

The Contractor agrees to indemnify and hold harmless the City from any claims, damages, or liabilities arising from the Contractor's performance of the work. Indemnification shall include attorney's fees and costs. This obligation shall survive completion of the project.

13. Termination

The City may terminate this Agreement for cause if the Contractor fails to perform in accordance with the terms of this Agreement.

14. Governing Law

This Agreement shall be governed by the laws of the State of Tennessee.

15. Entire Agreement

This Agreement, along with the Contractor's proposal and specifications, constitutes the entire agreement between the parties.

16. Venue

The parties agree that any litigation, action, or proceeding arising out of or relating to this Agreement shall be brought **exclusively in the Chancery Court for Cumberland County, Tennessee**, and each party irrevocably submits to the exclusive jurisdiction of that court.

17. Effective Date

This Agreement shall not become effective or binding on the City unless and until it has been reviewed and formally approved by the Crossville City Council. No obligations, duties, or liabilities shall arise on the part of the City prior to such approval.

Attachment A – Certification of Contractor

Signatures

CITY OF CROSSVILLE, TENNESSEE

By: _____

Name: _____

Title: _____

Date: _____

BCI BURKE COMPANY, LLC

By: _____

Name: _____

Title: _____

Date: _____