

CITY OF CROSSVILLE

CONSTRUCTION CONTRACT Playground Installation

This AGREEMENT made this ____ day of March, 2018, by and between the City of Crossville hereinafter referred to as the "City" and Landscape Structures, Inc. hereinafter referred to as the "Contractor", witnesses that the City and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Work:

The work is generally described as Playground Installation, includes installation of an Omni Spinner, Netplex 7 Post Net Structure with an attached traditional structure (Phase I and Phase II), 5" Single Post Swing, 2-Bay with 2 Belt, 1 Bucket and 1 Adaptive Swing Seat, and Playground Grass Extreme. A detailed description of equipment and installation can be found on the Contractor's quotes dated December 10, 2017 and January 24, 2018.

Work does not include the checking of utilities, applicable taxes, or landscaping of any disturbed areas.

2. Job Oversight:

2.1 The Project has been initiated by the City, who will inspect all work for final approval.

2.2 All work will be in accordance with local and State code requirements.

3. Contract Time:

3.1 The work will be substantially completed within 30 calendar days from the date when the Contract Time commences.

4. Contract Requirements and Price:

4.1 The Contractor's price is as follows:

\$28,007.28	Equipment Installation
\$ 8,484.00	Play Grass Installation

4.2 Installations will be made in accordance with attached site rendering, as approved by the Tennessee Department of Environment & Conservation.

- 4.3 HIC test will be performed by an independent third party and paid for directly by the City.
- 4.4 The City shall pay the Contractor for completion of the work in accordance with the Contract Documents in current funds, as follows.

As verbally agreed upon by both parties.

- 4.5 Title VI. The Contractor must understand and adhere to Title VI of the Civil Rights Act of 1964 which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take an measures necessary to effectuate this assurance. The Contractor will give the City a list of employees and their make-up regards to minority status.
5. At any time and without cause, the City may suspend Work, or any portion thereof for a period of not more than ninety days in writing to Contractor. The City will fix the date which work will be resumed. The Contractor shall be allowed an extension of the Contract Time.
6. Insurance
 - 6.1 The Contractor must carry adequate insurance to cover all construction activities and site safety needs.
 - 6.2 Site safety if the sole responsibility of the Contractor.

City may terminate:

Upon the occurrence of any one or more of the following events:

1. Contractor persistently fails to perform the work in accordance with the bidding documents.
2. Contractor disregards the laws or regulation of any public body having jurisdiction.

Mayor

Date

Contractor

Date