

CONTRACT FOR PLAYGROUND CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into on **October 6, 2022**, by and between **the City of Bloomfield, Iowa**, hereinafter referred to as the **Owner**, and **Park Planet (a Division of Park Associates, Inc.)**, hereinafter referred to as the **Contractor**.

WITNESSETH, the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE 1

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Approved Quote [Exhibit B] and described in the Plans and Specifications [Exhibit C].

ARTICLE 2

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date of signature in the Approved Quote [Exhibit B] and shall be completed by May 12, 2023. The time of commencing and completing said work is the essence of this Contract.

ARTICLE 3

CONTRACT SUM. The Owner shall pay the Contractor the sum, not to exceed, **\$453,764.20**, payable as set forth in Article 4 below for the performance of this Contract subject to increases or decreases agreed to by change order.

ARTICLE 4

PROGRESS PAYMENTS. In consideration to the foregoing, the Owner agrees to make payments according to the Terms and Conditions of the Approved Quote [Exhibit B]. The Owner shall be invoiced 50% of the equipment and surfacing material costs upon order and the remainder within 30 days from delivery of equipment and material. Installation costs shall be billed as work is completed, with payment due within 30 days of completion.

ARTICLE 5

CONTRACTOR'S RESPONSIBILITY. The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner except for those explicitly outlined in the Approved Quote Terms and Conditions [Exhibit B]. If any of it be damaged or destroyed from any cause, the Contractor shall replace it at their own expense.

The Contractor shall indemnify and hold harmless the Owner against any liens filed for nonpayment of their bills in connection with the Contract work. The Contractor shall furnish the Owner satisfactory evidence that all persons who have done work or furnished materials, equipment, or service of any type under this Contract have been fully paid prior to acceptance of the work by the Owner.

The Contractor agrees to accept full responsibility for all construction means, methods, sequences, techniques, proceedings, property, and personal safety on the project site, including the same for all subcontractors, and do not expect that the Owner or Grant Administrator will assume any of these duties or responsibilities.

ARTICLE 6

ACCEPTANCE AND FINAL PAYMENT. The manner of making final acceptance and final payment shall be provided as follows. The Owner may require the Contractor to show satisfactory evidence that all payroll, materials, bills, and other indebtedness connected with the work shall have been paid before final acceptance of the work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens and from all claims by the Contractor except those previously made and still unsettled, and except potential claims against the Contractor pursuant to the warranty period and the Performance Bond [Exhibit I].

ARTICLE 7

TERMINATION OF THE CONTRACT

- (1) By Contractor. If the Owner fails to certify payment for a period of 30 days through no fault of the Contractor or if the Owner fails to make payment as provided in Article 4, the contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed and materials purchased.
- (2) By the Owner for Cause. The Owner may terminate the Contract if the Contractor:
 - (a) refuses or fails to supply enough properly skilled workers or proper materials;
 - (b) fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 - (c) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - (d) otherwise is guilty of a substantial breach of a provision of the Contract documents.

When any of the above reasons exists, the Owner may, upon seven days' written notice to the Contractor, terminate the Contract and take possession of the site and all materials and may finish the Work by whatever reasonable method the Owner may deem expedient. The Owner shall pay the Contractor for Work executed, materials, and costs incurred.

ARTICLE 8

CONTRACT DOCUMENTS. The following documents are fully a part of this Agreement and Contract:

- Exhibit A: Accepted Bid Proposal
- Exhibit B: Approved Quote with Terms and Conditions
- Exhibit C: Approved Site Plan, Equipment Specifications, and Color Selection
- Exhibit D: Required CDBG Contract Language
- Exhibit E: Federal Labor Standards Provisions
- Exhibit F: Approved Wage Rate Determination
- Exhibit G: Section 3 Intent to Comply Form
- Exhibit H: Payment Bond
- Exhibit I: Performance Bond

IN WITNESS WHEREOF, the parties have executed this Agreement and Contract and one other of the like tenor as of the day and year first above written.

[Signatures on following page.]

CITY OF BLOOMFIELD, IOWA

PARK ASSOCIATES, INC. (PARK PLANET)

By: _____
Chris Miller, Mayor

By: _____
Cynthia Cooper, CEO

Attest: _____
Sandy Jones, City Clerk