



CONTRACT AGREEMENT

City of Missoula Parks and Recreation Poligon Park Shelters

This agreement made and entered into this _____ day of _____, 2020, and between the City of Missoula and Play Space Designs, 5698 Shady Farm Ln, Murray, UT 84107 hereinafter referred to as “Supplier for park shelters,” for the scope of work listed below.

A. SCOPE

1. Supply and deliver specified park shelters shown in Play Space Designs quote dated August, 6th, 2020 and attached herein as Exhibit A.
2. Equipment quality, warrantee, and manufacturer’s liability coverage shall be consistent with Sourcewell Contract Number 030117-PPC and relevant ASTM and CPSC standards.

B. TIME OF COMPLETION

Work shall begin as soon as possible after the issuance of the Notice to Proceed. Manufacture and delivery of playground equipment and materials is to be completed on or before October 31st, 2020.

C. DELIVERY

Equipment shall be shipped by common carrier and delivered FOB to: City of Missoula, 1305 Scott St, Missoula, MT 59801. Delivery shall occur on a normal business day between the hours of 9:00 A.M. and 2:00 P.M. Twenty-Four hours advance notice shall be given to the City prior to arrival at the specified delivery location. Contact phone number is (406) 552-6261.

D. PAYMENT

A. Upon delivery of all specified playground equipment to the City, the City shall pay Supplier in accordance with the total price of **SIXTY NINE THOUSAND SIX HUNDRED SEVENTY FIVE (\$69,675.00)** for items listed on the Quotation Proposal dated May 27th, and June 8th.

E. NON-DISCRIMINATION

All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications.

- F. DEFAULT AND TERMINATION: If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-

delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

- G. MODIFICATION AND ASSIGNABILITY: This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Supplier may not subcontract or assign Supplier's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

H. DOCUMENTS AND DRAWINGS

The following documents shall be made a part of this Contract Agreement:

1. Play Space Designs quote dated August, 6th, 2020

ACKNOWLEDGMENT AND APPROVAL OF AGREEMENT:

Supplier –

By: _____

Date: _____

Print Name: _____

Play Space Designs

City of Missoula –

By: _____

**JOHN ENGEN
MAYOR**

Date: _____

By: _____

**(Approved as to form)
JIM NUGENT
CITY ATTORNEY**

Date: _____

Attest:

**MARTHA L REHBEIN, CMC
CITY CLERK**

Date: _____

(Seal)

Exhibit A



5698 S Shady Farm Lane
Murray, Utah 84107
801-274-0212

QUOTE

Created Date: 2020-08-06

Expiration Date: 2020-09-30

Prepared By:

Ali Jones

ali@goplayspace.com

| Qty | Manufacturer | Product Code | Product Description | Unit Price | Extended Price |
|-----|--------------|------------------------------------|---|-------------|----------------|
| 3 | Polygon | PLE-HC1MR 141353 Polygon | Single Portalet Shelter, Multi-Rib Metal Roof, Per E1 67540 dated 5/18/20, 2012 IBC, Wind Speed 115, Ground Snow Load 35 PSF, Poli-5000 Powder Coating | \$7,285.00 | \$21,855.00 |
| 1 | Polygon | Trellis 20x20 141757 Polygon | Trellis 20 x 20 with MSX style frame with latilla roof spaced at 6" o.c. on top of frame. 2012 IBC, Wind Speed 115, Ground Snow Load 35 PSF, Poli-5000 Powder Coating | \$38,220.00 | \$38,220.00 |

| | |
|------------------|-------------|
| Total Cost | \$60,075.00 |
| Tax Percentage | 0.00% |
| Sales/Use Tax | \$0.00 |
| Combined Freight | \$9,600.00 |
| Grand Total | \$69,675.00 |

MEMO

No engineering fee charged as engineering has already been paid for.

Accepted By:

Accepted Date:

NOTES

- Please inventory product within 5 days of receipt and notify us of any problems.
- We are a supplier only. Customer is responsible for accuracy and conformity to plans and specifications.
- Freight has been quoted for single delivery. If customer requires multiple deliveries, additional costs will apply.
- Customer will be prepared to receive material upon delivery, which may include offloading equipment. If unable, customer is responsible for additional storage and/or re-consignment fees.