



CONTRACT AGREEMENT

City of Missoula Parks and Recreation Parks & Trails Bond Playground Equipment

This agreement made and entered into this _____ day of _____, 2016, and between the City of Missoula and Dakota Fence, 1202 18th Street W, Williston, ND 58801, hereinafter referred to as "Supplier," for the scope of work listed below.

A. SCOPE OF WORK

Supplier shall furnish all labor, equipment and materials necessary to complete the following items:

1. The supply of specified LSI playground equipment and professional installation as shown in the Dakota Fence proposal dated February 4, 2016.

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 May 15, 2016.

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) 552-6253.

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 **ONE HUNDRED EIGHTY-SIX THOUSAND SIX HUNDRED SIXTY-ONE DOLLARS AND NO CENTS (\$186,661.00)** for items listed on the Quotation Proposal dated February 4, 2016.

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. Dakota Fence National Cooperative Purchasing Alliance (NCPA) Equipment Proposal dated February 4, 2016

ACKNOWLEDGMENT AND APPROVAL OF AGREEMENT:

Supplier –

By: _____

Date: _____

Print Name: _____

Dakota Fence

City of Missoula –

By: _____

Date: _____

**JOHN ENGEN
MAYOR**

By: _____

Date: _____

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

Attest:

**MARTHA L REHBEIN, CMC
CITY CLERK**

Date: _____

(Seal)