



2441-Q Old Fort Parkway #462
Murfreesboro, TN 37128
1-800-390-8438
www.GreatSouthernRec.com

Great Southern Recreation – Contract General Terms and Conditions

PROJECT OWNER

Name: ___ City of Mt Juliet TN ___
Address: ___ 2425 N Mt Juliet Road, Mt Juliet TN 37122 ___
Tel. No.: ___ 615 754 5742 ___

PROJECT INFORMATION

Name: ___ Sgt Jerry Mundy Memorial Park ___
Location: ___ 300 Mundy Memorial Dr, Mt Juliet TN 37122 ___
Project Title: ___ Mundy Playground Bid ___

This contract is entered into by and between Great Southern Recreation, LLC ("GSR") and ___ **City of Mt Juliet** ___ as of the date of acceptance of the Proposal set forth hereinbelow for completion of certain work and services ("the Project") described therein.

Contract Expiration: The attached Proposal is valid for 90 days from the date of the Proposal unless revoked by GSR before the expiration of that time. The time for acceptance of the Proposal may be extended at any time in the sole discretion of GSR.

Industry Guidelines: Any GSR project will be installed in strict accordance to ASTM, CPSC and ADA guidelines. Every member of GSR, and any installation team, will be certified by NPSI as a Certified Playground Safety Inspector. Certificates available upon request.

Waiver of Guidelines: Installation of the Project described by the Proposal shall be in accordance with the manufacturer's specifications and in compliance with ASTM, CPSC and ADA guidelines. However, if Client requests installation that does not comply with these standards it shall be deemed noncompliant installation. In that event, upon completion of the project Client hereby agrees to indemnify and hold harmless GSR, its owners, agents, and employees from any and all liability, of whatever nature, that may arise, at any time and to anyone, whether a natural person, entity, or governmental body or unit thereof, as a result of the non-compliant installation. Client further agrees to provide to GSR written confirmation of Client's election of noncompliant installation. (Form Ref #)

Substitutions: Every effort is made to supply our customers the materials, equipment and structures as specified in the Proposal. In the event of unforeseen circumstances, GSR reserves the right to substitute materials, equipment or structures which GSR deems as equivalent. In these instances, Client or Client's representative will be notified of the substitution.

Take-offs: All Quality take-offs for the purposes of this estimate are based on the accuracy of the drawings and information provided to GSR. GSR shall not be responsible for inaccuracies between as-built field conditions and the drawings and information provided to GSR.

Rock Fee: If GSR encounters substantial amounts of rock, a fee will be charged to Client. This fee only covers the cost of additional rock-related rental equipment and man-hours to remove and relocate the rock as necessary to

complete the project. Receipts will be provided. Please note: *Only .05% of previous GSR projects have incurred a Rock Fee.*

Systems and Warranties: Structures, equipment and surfacing materials are all considered complete “systems” with interdependent components. For example, structures, shades and playground equipment are supported by and dependent upon their structural foundations. Similarly, safety surface materials are supported by and dependent upon proper preparation and installation of the sub-surface and sub-base materials. Delays and additional expenses may result unless GSR installs the foundations or sub-surface/sub-base materials. Furthermore, warranties associated with the supported structure, equipment or safety surface material may be jeopardized.

Restocking Fee: Client will incur a 45% re-stocking fee based on the standard retail price of any allocated materials for all products, structures, equipment, materials including safety surface materials, and other similar materials and components, unless otherwise specified, that are returned, or for which the order is cancelled, after the date of acceptance of the Proposal.

Color Selections: Color selections must be confirmed by Client prior to commencement of operations on the project by GSR. *Color changes to existing orders will not be permitted.*

Storage Fee: To the extent caused by Client, including Client’s representatives, agents, or employees, delays in delivery of equipment, shelters, or materials requiring handling and storage by GSR or its affiliates GSR may charge Client a handling and storage fee not to exceed 2.0% per month (based on standard retail value of allocated equipment) unless a separate storage agreement is in place at the time of acceptance of this Proposal.

Unforeseen Delays and Deadlines: Should GSR be obstructed or delayed in the prosecution or completion of the Project as a result of unforeseeable causes beyond the control of GSR and not due to its fault or neglect, including but not limited to acts of God or of the public enemy, acts of the government, fires, floods, epidemics, or quarantine regulation, and delays in shipping or manufacturing, and any delay attributable to Client its agents, representatives, or employees, GSR shall not be liable for any costs or expenses arising therefrom.

Termination: GSR reserves the right to revoke this Proposal at any time, upon notice to the Client confirmed in writing. Any pre-paid deposits or funds will be returned to Client within 10 days.

Change Orders: Client agrees that if changes to the Playground Project are required due to unknown site conditions, or for any other reason, Client or its authorized representative shall be available during the installation to sign a Change Order form. Changes, including moving equipment after excavation has begun due to preference, or utility locations, will be subject to applicable remobilization fees.

Retainage: If Client is the General Contractor for work of which the Playground Project is a part, Client agrees to release all retainage to GSR upon completion of the Project without regard to the progress or completion of the larger work overseen by Client in its role as General Contractor.

Equipment Invoicing: While it is typical to send a single invoice for the entirety of its work, GSR may elect to submit a progress payment application for any stored or delivered materials. Client agrees to pay the progress payment application within the acceptable payment terms set forth below and the with regard to their consecutive order.

Litigation: In the event GSR is required to file a civil action or engage in any collection efforts against the Client, the Client agrees to pay any and all costs, fees, expenses, of whatever nature, including attorneys’ fees, incurred by GSR, whether at or prior to trial or on appeal or in any post judgment collection efforts or proceedings.

Soil Conditions: The Proposal is based upon site access for heavy equipment and normal soil conditions of 2,000 psf. If during site access or excavation of foundations necessary per installation and construction as per manufacturer’s specifications and drawings it is found that the sub-surface conditions are below normal strength or are unanticipated, such as shifting soils, drainage issues, buried debris, vegetation, rock or other unforeseen conditions, then the construction at the site will stop and GSR will notify the Client or its representative of the condition. In that event GSR will not resume work until a resolution can be found and an appropriate Change Order has been approved by all parties in interest.

Private Utilities: While it is standard operating procedure for GSR to perform a "Utility Locate" on any public utilities, GSR is not responsible for damage or destruction of private utilities. GSR will make reasonable efforts to avoid any and all previously marked, private utilities.

Taxes: Sales tax and other fees and taxes are a “pass-through” cost item and are the responsibility of the Client whether or not they are included in the Proposal.

Payment Terms: Unless otherwise agreed upon, payment terms shall be 50% upon date of contract with remaining 50% due upon completion. All payments are Net 30 after day of invoice. Partial invoices may be generated.

Late Payments: All late payments shall be charged a late payment fee on all unpaid invoices, not to exceed the maximum rate allowed by law, per month of the open amount for each invoice. When there are multiple invoices, the most recent payment will be applied to the oldest outstanding invoice.

Walk Through: On the day of completion, or at a point of substantial completion, of the Project, Client agrees to perform a final walk-through inspection to generate any punch list items that remain to be completed.

Certificate of Completion: After the final walk-through and completion or resolution of the punch list, GSR will present to the Client a “Project Completion Form” (*GSR-F1*), which Client shall sign to confirm satisfactory completion of the Playground Project. GSR will provide Client with a final invoice following execution of the “Project Completion Form.” Client agrees that execution of the “Project Completion Form” shall operate as a waiver of any and all claims or rights of action that Client might have against GSR in connection with the Playground Project and that Client is thereby estopped from seeking, alleging, claiming, withholding, or recovering any money, damages, or set-offs or credits of any kind against GSR.

Warranty: GSR shall warranty its work, including material, equipment, structures (as permitted by manufacturer’s proprietary, stated warranty) and its workmanship for one (1) year from Certificate of Completion unless any “system” installation has been violated as described above, in which case the such warranty is null and void..

Jurisdiction and Forum: This Agreement shall be governed by and construed and enforced exclusively in accordance with the laws of the State of Tennessee, without regard to its conflicts of laws rules. The parties agree to the exclusive jurisdiction and venue of the Supreme Court of the State of Tennessee for the resolution of all disputes arising under or from this contract and hereby consent to jurisdiction in an appropriate Court in Rutherford County, Tennessee.

Indemnification: To the fullest extent permitted by law, Client shall indemnify, defend, and hold harmless GSR, from and against any and all claims, damages, losses, demands, judgments, and costs of suit or defense, including attorneys’ fees, and reimburse GSR for any expense damage or liability incurred by GSR, whether for personal injury, property damage, direct or consequential damage, or economic loss arising or alleged to have arisen from the acts or omissions of Client, its agents, representatives, subcontractors, and employees, or anyone for whose acts they may be liable. Client further agrees to reimburse GSR for all costs and expenses, including attorneys’ fees, incurred to enforce these indemnity obligations.

Timeline:

From a Notice to proceed and color selections, the manufacturing of the equipment will take 12-13 weeks. One week 1 to ship. We will coordinate our install crew to arrive when the equipment does to unload and stage it. From there we will begin the construction. Earthwork and site prep will take approximately 1 week. Installation of the equipment will take approximately 1 week.

If given the NTP and colors selected by the end of February, we estimate being complete by the second or third week of June. We can invoice the project when requested to hit a deadline.

Scope:

Scope: This is a fully turn-key project. We will remove the existing surfacing at the current playground. Grade to site to meet elevation requirements by ADA and ASTM. The rubber surfacing will be 3.5” with an SBR system and drainage stone underneath. The perimeter of the rubber will slope to grade. The quote includes all installation of proposed equipment and site clean up. No scope to be done by others.



1-800-390-8438
www.GreatSouthernRec.com

Beautiful Outdoor Spaces, we can ALL be proud of.

| | |
|---------------|---|
| ORGANIZATION: | Mount Juliet Parks and Rec |
| CONTACT: | Rocky Lee |
| ADDRESS: | 300 Mundy Memorial Dr, Mt. Juliet, TN 37122 |
| PHONE: | |

| | |
|----------------|-------------------|
| PROJECT TITLE: | Mundy Denson Park |
| REVISION: | 1 |
| OPTION: | 1 |

Official Quote from Great Southern Recreation

| TERRITORY MANAGER | DATE | TERRITORY | COUNTY | TERMS | COLORS |
|-------------------|-----------|-----------|--------|-------|--------|
| Kyle Pegram | 1/24/2023 | 1 | Wilson | N30 | TBD |

| PART NUMBER | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|--|--|---|--------------|--------------|
| PCCUST | 2 | Embankment Slides | \$ 12,800.00 | \$ 25,600.00 |
| GORMED | 6 | Goric Ball Climbers | \$ 700.00 | \$ 4,200.00 |
| PCNE | 1 | Net Effects Rope Climber | \$ 12,600.00 | \$ 12,600.00 |
| BERCUST | 1 | Berliner Rope Hill Climber | \$ 6,300.00 | \$ 6,300.00 |
| SUBTOTAL FOR EQUIPMENT | | | \$ | 48,900.00 |
| 37% | Certified Southern-built™ Installation | | | \$ 18,093.00 |
| SAFETY SURFACE | 4676 | Unitary EPDM Poured in Place Rubber Safety Surface | \$ 16.30 | \$ 77,134.00 |
| For an area of 4676. Borders to slope to grade | | | | |
| SUBSTRATE | 4676 | 3" Compacted Crushed Stone Substrate | \$ 3.30 | \$ 16,366.00 |
| GRADING | 1 | Site Grading consists of bringing the area to ADA compliance at less than 2% grade and raising the elevation to allow for embankment slides at 30 Degree slopes | \$ 30,000.00 | \$ 30,000.00 |
| DEMO | 2612 | Demo and disposal of existing EWF | \$ 5.00 | \$ 13,060.00 |
| SUBTOTAL | | | \$ | 203,573.00 |

| | |
|-----------|----|
| TAX RATE | EX |
| SALES TAX | - |

| | |
|-------------------|----------|
| BONDS | |
| EQUIPMENT FREIGHT | 7,900.00 |
| SURFACE FREIGHT | 1,800.00 |

TOTAL \$ 213,273.00

Please Note Exclusions and Expectations on Attached Contract Form

Great Southern Recreation: 2441-Q Old Fort Parkway, Murfreesboro, TN 37128

Contract Information

Quote Dated: 2/6/24

Authorized: _____

Title: _____

AMOUNT: \$213,273

4. Great Southern Recreation: General Terms and Conditions

GSR-F2

Revision Date: December 18, 2015

