

AG16-339

**SERVICE AGREEMENT  
BY AND BETWEEN  
KOMPAN, INCORPORATED  
AND  
THE CITY OF STOCKBRIDGE, GEORGIA**

This Agreement ("Agreement") is made and entered into this 14<sup>th</sup> day of MARCH, 2016, by and between Kompan Inc. (hereinafter, "CONTRACTOR"), and the City of Stockbridge, Georgia (hereinafter, "City") (CONTRACTOR and City sometimes referred to herein as "Parties").

**W I T N E S S E T H:**

**WHEREAS**, City desires to engage the services of CONTRACTOR to perform for City services regarding the installation of certain playground equipment (the "Project"); and

**NOW, THEREFORE**, in consideration of the promises and mutual agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Termination.** This Agreement shall expire on the date the Project is completed or December 31, 2016, whichever is sooner, provided however that the provisions of Section 2(c) shall specifically survive the termination or expiration of this Agreement. The City may terminate this Agreement at any time for any reason with thirty (30) days advance written notice.

2. **Services.**

(a) Subject to the terms and conditions set forth in this Agreement, City hereby retains CONTRACTOR to provide the services set forth on Exhibit A entitled "Scope of Work" and related sales proposals all attached hereto and incorporated herein by reference.

(b) The standard of care applicable to CONTRACTOR's services will be the degree of skill and diligence normally employed by professional contractors performing the same or similar services at the time said services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation. CONTRACTOR warrants that any services it conducts will be adequate and sufficient to accomplish the purposes for which they are performed, and no review or approval thereof by the City shall be deemed to diminish this warranty in any way.

(c) CONTRACTOR shall indemnify and hold harmless the City and its agents and employees (i) from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss, expense or attorney's fees is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or

anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder and (ii) from the inadequacy of the Services performed by CONTRACTOR or anyone for whom CONTRACTOR is responsible. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Clause. In any and all claims against the City or any of its agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts.

3. **Compensation.** CONTRACTOR shall receive compensation from the City as set forth in the attached Exhibit A.

4. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any of the provisions of this Agreement shall be declared invalid or unenforceable by laws applicable thereto, or unenforceable as to certain parties, then the performance of said provision shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.

(b) CONTRACTOR may not assign this Agreement, in whole or in part, without the prior written consent of City. City may assign this Agreement, in whole or in part, without the prior consent of CONTRACTOR; however, City shall provide CONTRACTOR with prior written notice of any such assignment.

(c) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) The headings contained herein are for the convenience of the parties only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

(f) If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

(g) This Agreement, including all exhibits hereto (which are incorporated herein by this reference), contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto. No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party hereto unless confirmed in writing. This Agreement may not be modified or amended, except by a writing executed by both parties hereto. No waiver by either party hereto of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(h) CONTRACTOR shall at all times maintain sufficient liability insurance and payment and performance bonds to cover their services under this Agreement.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Parties intending to be legally bond hereby, have executed this Agreement as of the date first above written.



Kompan Inc.

By: *Christa DeGuzar*

CITY OF STOCKBRIDGE, GEORGIA

By: *Anthony Kral*

ATTEST:

*Tanese Holiday*

City Clerk

APPROVED AS TO FORM:

*NM*

City Attorney

**Exhibit A**



Scope of Work  
Memorial Park Playground  
City of Stockbridge, GA

**Project №:**  
**Master Contract No:**

**Date: February 11, 2016**  
**Location: 4640 North Henry Blvd**  
**Stockbridge, GA 30281**

**Kompan Task Order №:**

**Estimated Construction Duration:**

**Title: Memorial Park Playground**

**Task Order Issued To: City of Stockbridge**

Description of Scope of Work: Provide all material, labor and equipment to install a new playground as identified in Kompan's Sales Proposal SP40130 dated 9 Dec 2015, play surfacing as identified in Kompan's Sales Proposal SP 40251 and Site Layout dated 4 Dec 2015..

**General Information:**

- This Scope of Work is based on the information provided during project site visit and detailed on the above referenced Kompan Sales Proposals.
- The performance of all work will be in accordance with OSHA and WISHA safety requirements.
- The contractor shall remove all construction debris from the site, disposal in accordance with local, state and Federal regulations.
- Daily job site clean-up is required before the work crew leaves the site each day and final clean-up is required prior to final inspection and acceptance.
- All work shall be in strict compliance with state and local building codes and the authorities having jurisdiction.

**I. TECHNICAL PLAN:**

**A. Work Plan:**

1. General Notes:
  - 1.1. Insure that all site construction borders are clearing marked.
  - 1.2. Coordinate with the Owner and/or Locate Company to insure that all underground utilities are clearly marked prior to installation crew arriving on site to insure that underground utilities will not interfere with the installation of equipment foundations or installation.

**B. Site Specific:**

1. General Site Work:
  - 1.1. Provide all equipment, materials and labor for the excavation, backfill and compaction for the concrete footers required for the complete installation of the playground equipment.
  - 1.2. Landscape restoration or areas damaged outside the project's construction zone.
  - 1.3. Provide, install and compact sub base in area required for the installation of the projects



Scope of Work  
Memorial Park Playground  
City of Stockbridge, GA

- Poured In Place (PIP) safety surfacing.
- 1.4. Spoils from the excavation operations shall be distributed on site in the general area of the playground equipment installation.
  2. General Concrete:
    - 2.1. Any exposed surfaces of the concrete shall be trowelled level and smooth.
    - 2.2. Provide all labor, materials and equipment for the placement of the project concrete footings. Concrete shall be 3,000 psi.
  3. General Scope of Work:
    - 3.1. Provide all labor, materials and equipment for the complete installation of the projects surfacing(s).
      - 3.1.1. Poured In Place (PIP) Rubber 3.5" thick or as required to meet a critical fall height of eight (8) feet. PIP shall be 50/50 color/black.
      - 3.1.2. PIP finish elevation will be higher than surrounding surfacing and access ramp with slope.
      - 3.1.3. Installation of Kompan provided playground equipment and third party site amenities two (2) benches. Benches shall be installed on native soils without any concrete pad as final surfacing.
      - 3.1.4. Security for PIP during cure time of 48 hours or time required by the PIP provider or manufactures required time.
  4. General Clarifications:
    - 4.1. Labor pricing is based on Davis Bacon Wager.
    - 4.2. Excavation and sub grading preparation to a slope of 1% will be completed by other prior to Kompan certified installer arriving on site.
    - 4.3. Contractor shall have clear access to site.
  5. General Exclusions:
    - 5.1. Excavation outside the requirements of playground footings.
    - 5.2. Any hard borders of any kind.
    - 5.3. Stamped engineered drawing.
    - 5.4. Any and all Bonds.
    - 5.5. Graphic designs or play features in PIP surfacing.
- A. **Special or long lead-time equipment and materials:** 8 to 10 weeks after owner approval of product submittals.
- B. **Interface with existing structure:**
- C. **Special training/Orientation Requirements:** N/A
- D. **Performance of Work to be during non-normal hours:** Yes



Scope of Work  
Memorial Park Playground  
City of Stockbridge, GA

E. **Attachments:** Kompan's Sales Proposal SP40130 dated 9 Dec 2015, play surfacing as identified in Kompan's Sales Proposal SP 40251 and Site Layout dated 4 Dec 2015.

F. **Schedule Issues:** Base on mutually agreed to project schedule.

G. **Special Security Requirements:** During cure time after the placement of the projects PIP.

H. **Significant Milestones:**

I. **Hazardous Materials:** N/A

J. **Payment Terms:** Net 30 at the time of project completion.

**II. STAFFING PLAN:**

A. Project Manager : By Contractor

B. Superintendent: By Contractor

C. Quality Control Inspector:

D. Quality Control Manager:

**III. PERMITS**

A. Excavation: N/A

B. Electrical: N/A

C. Utility locate permit: N/A

D. City Building Permit: N/A

E. PSCAA Permit: N/A

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City of Stockbridge

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Date

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KOMPAN Playgrounds

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Date



# SALES PROPOSAL

COROCORD

KOMPAN, INC. \* 930 Broadway, Tacoma, WA 98402 \* Tel 1-888-579-8223 \* Fax 1-888-579-8224 \* www.kompan.com

KOMPAN is a proud supplier partner of



Date 12/09/15  
 Expiration Date 12/31/15  
 Proposal No. SP40130  
 Project Memorial Park  
 Ship to State/Zip GA 30281  
 Customer Service Representative JillSca  
 Sales Representative Tyson Whitley  
 Payment Terms DEP50%&N30

**Site Location:** 360641  
 Memorial Park  
 4640 North Henry Blvd  
 Stockbridge, 30281  
 United States

**Invoice-to:** 360641  
 City of Stockbridge  
 4640 North Henry Blvd  
 Stockbridge, GA 30281  
 United States  
 Dawn Gindrup

**Ship-to:**  
 City of Stockbridge  
 4640 North Henry Blvd  
 Stockbridge, GA 30281  
 United States  
 Dawn Gindrup

Qty.	Item No.	Description	Unit Price	Retail Price	Disc. %	Net Price
U.S. Communities Contract #110171						
1	GSP000500-0910	Peekaboo TUNNEL	4,160.00	4,160.00	15.00	3,536.00
1	PCM000608-0606	MANIPULATIVE PLAY PANEL	1,500.00	1,500.00	15.00	1,275.00
1	COR88230001	EXPLORER ARCH	16,350.00	16,350.00	15.00	13,897.50
1	GXY916000-3417	Supernova Blue	7,590.00	7,590.00	15.00	6,451.50
2	ELE400024-3717BL	Spinner Bowl, Blue In Ground	1,000.00	2,000.00	15.00	1,700.00
1	M18601-12P	Garden Seesaw In Ground	6,390.00	6,390.00	15.00	5,431.50
1	M14701-00P	SUPPORT HDPE	970.00	970.00	15.00	824.50
2	KPL201-0602	HARDWOOD BENCH	1,140.00	2,280.00	15.00	1,938.00
1	CUSTOMINSTALL	Installation of Kompan Equipment	10,997.00	10,997.00	5.00	10,447.15
1	FRT-PA	Freight Middletown PA	1,348.00	1,348.00		1,348.00
1	FRN-TUNEDDRUMS	Set of 5 PVC Hand Drums	2,700.00	2,700.00	5.00	2,565.00
1	FRN-MERRY	11 Note Resonated Metalophone	2,232.00	2,232.00	5.00	2,120.40
1	CUSTOMINSTALL	Installation of Freenotes	1,555.00	1,555.00	5.00	1,477.25
Continued on page 2.....						53,011.80

		Continued from page 1 .....				53,011.80
1	FRT-OTHER	Freight Freenotes	269.00	269.00		269.00
1,734	SSS-SQ.FT.PIPRUB	PourInPlace surfacing per SF 3.5" for 8' fall height; 50/50 color/black	13.97	24,223.98	10.00	21,801.58
1	SSS-DISPOSAL	Dumpster (if needed)	600.00	600.00		600.00
1	SSS-SECURITY	Security for PIP (if needed)	300.00	300.00	5.00	285.00
		Davis Bacon Wages are included				
<b>Total</b>						<b>75,967.38</b>

**Comments:**

Please allow 8-10 weeks for product delivery upon order placement.  
 This quote assumes direct delivery.  
 Charges for payment / performance bonding are not included. An appropriate amount will be added if applicable.  
 Charges for permits are not included. An appropriate amount will be added if applicable.  
 A deposit will be required before order can be processed.  
 Please provide us with a copy of your tax-exempt certificate if applicable.  
 Customer is responsible for removal of any existing equipment / obstacles prior to installation.  
 Customer is to provide level dirt site, free of underground obstacles.  
 Customer is responsible to do all site work prior to installation.  
 The site should be as level as possible, and MUST have no more than a 1" (inch) in 10' (feet) slope or change in elevation over the full length and width of the playground area.  
 Price assumes NO overhead (13'6" or lower) or underground (within 3'6" of surface) obstacles.  
 Price for poured-in-place surfacing includes material, delivery and installation.  
 Please do not install any surfacing materials prior to the equipment dig and installation process.

**Summary:**

	Retail Price	Discount	Net Price
Subtotal - KOMPAN Products	41,240.00	6,186.00	35,054.00
Subtotal - Other Products	5,832.00	261.60	5,570.40
Subtotal - Surfacing	24,223.98	2,422.40	21,801.58
Subtotal - Installation & Other Services	12,552.00	627.60	11,924.40
Subtotal - Freight	1,617.00	0.00	1,617.00
<b>Subtotal</b>	<b>85,464.98</b>	<b>9,497.60</b>	<b>75,967.38</b>

Estimated Tax Rate (Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.) 0.00  
**Total 75,967.38**

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged. Acceptance of this proposal by KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative. Prices in this quotation are good for 60 days.  
 This proposal may be withdrawn if not accepted by 02/07/16.  
 KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of the ARRA of 2009.

KOMPAN Authorized Signature:  
 Accepted By (signature):  
 Accepted By (please print):  
 Date:



# SALES PROPOSAL

COROCORD

KOMPAN, INC. \* 930 Broadway, Tacoma, WA 98402 \* Tel 1-888-579-8223 \* Fax 1-888-579-8224 \* www.kompan.com

KOMPAN is a proud supplier partner of



Date 12/09/15  
Expiration Date 12/31/15  
Proposal No. SP40251  
Project Memorial Park  
Ship to State/Zip GA 30281  
Customer Service Representative JilSca  
Sales Representative Tyson Whitley  
Payment Terms DEP50%&N30

**Site Location:** 360641  
Memorial Park  
4640 North Henry Blvd  
Stockbridge, 30281  
United States

**Invoice-to:** 360641  
City of Stockbridge  
4640 North Henry Blvd  
Stockbridge, GA 30281  
United States  
Dawn Gindrup

**Ship-to:**  
City of Stockbridge  
4640 North Henry Blvd  
Stockbridge, GA 30281  
United States  
Dawn Gindrup

Qty.	Item No.	Description	Unit Price	Retail Price	Disc. %	Net Price
		U.S. Communities Contract #110171				
1,734	SSS-CRUSHEDROC	Crushed Rock for Sub Base	2.67	4,629.78	10.00	4,166.80
<b>Total</b>						<b>4,166.80</b>

**Summary:**

	<b>Retail Price</b>	<b>Discount</b>	<b>Net Price</b>
Subtotal - KOMPAN Products	0.00	0.00	0.00
Subtotal - Other Products	0.00	0.00	0.00
Subtotal - Surfacing	4,629.78	462.98	4,166.80
Subtotal - Installation & Other Services	0.00	0.00	0.00
Subtotal - Freight	0.00	0.00	0.00
<b>Subtotal</b>	<b>4,629.78</b>	<b>462.98</b>	<b>4,166.80</b>

Estimated Tax Rate	(Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.)	0.00
<b>Total</b>		<b>4,166.80</b>

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged. Acceptance of this proposal by KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative. Prices in this quotation are good for 60 days.

This proposal may be withdrawn if not accepted by 02/07/16.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of the ARRA of 2009.

KOMPAN Authorized Signature:

Accepted By (signature): \_\_\_\_\_

Accepted By (please print): \_\_\_\_\_

Date: