

BILL NO. 6504

ORDINANCE NO. 5132

INTRODUCED BY:

**ALDERMAN PLUFKA
ALDERMAN WEGGE
ALDERMAN LOCHMOELLER
ALDERWOMAN HARTER**

**ALDERWOMAN PARKER TICE
ALDERWOMAN SIMS
ALDERMAN GOULD
ALDERMAN ERGER**

AN ORDINANCE OF THE CITY OF BRENTWOOD, MISSOURI, AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR TO ENTER INTO AND EXECUTE AND AGREEMENT FOR EMERGENCY ON-CALL GENERAL CONSTRUCTION SERVICES BETWEEN THE CITY OF BRENTWOOD, MISSOURI AND CASTLE CONTRACTING, LLC; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRENTWOOD, MISSOURI, AS FOLLOWS:

SECTION 1. The Board of Aldermen approves on behalf of the City a General Construction Services Agreement with Castle Contracting in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out her in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient, or proper in order to carry out the matters herein authorized. The Mayor, City Administrator and other appropriate City officials are hereby authorized to execute the Contract and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this ordinance.


SECTION 2. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and its approval by the Mayor.

PASSED BY THE BOARD OF ALDERMEN THIS 20th DAY OF MAY, 2024.



David A. Dimmitt, Presiding Officer

ATTEST:



Kelle Silvey, Deputy City Clerk

BILL NO. 6504

ORDINANCE NO. 5132

APPROVED BY THE MAYOR THIS 20th DAY OF MAY, 2024.



David A. Dimmitt, Mayor

ATTEST:

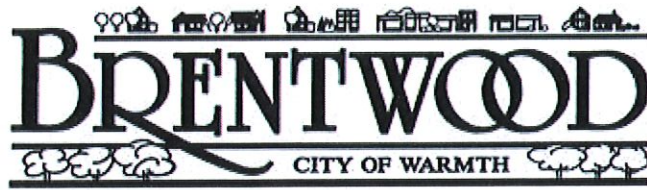


Kelle Silvey, Deputy City Clerk

1st Reading: May 20, 2024

2nd Reading: May 20, 2024





City of Brentwood, Missouri

Request for Proposal (RFP)
for
Emergency On-Call General Construction
Services

April 23, 2024

Submission Deadline: Delivered by May 8, 2024- 10:00 a.m. CST

1. INTRODUCTION

- A. The City of Brentwood (herein noted as “the City”) proposes to retain qualified general contractors (herein noted as “Contractor”) to provide construction services for civil projects including but not limited to grading, paving, landscaping, repairing, replacing, and improving assets such as trails, parking lots, streets, sidewalks, driveways, storm sewers, underground facilities, and similar work for projects on an as-needed basis for the City.
- B. The City has established specific qualifications to assure completion and quality of the provided service. The Contractor shall possess skill and experience to perform quality work as solely determined by the City, which qualifies it to provide general contractor services related to civil projects as detailed and specified.
- C. Interested parties are invited to submit their proposal for consideration. The submittal should contain, at a minimum, the information requested in this Request for Proposals.
- D. **RFP proposals should be delivered to city hall.** Four (4) copies of the proposal, marked on the outside of the envelope “**RFP – Emergency On-Call General Construction Services,**” should be delivered to:

City of Brentwood- Attention: Deputy City Clerk
Brentwood City Hall
2348 South Brentwood Boulevard
Brentwood, MO 63144

- E. The proposals should be delivered no later than May 8, 2024 by 10:00 a.m. Central Standard Time (CST). Any submittals received after the proposal deadline shall not be considered.
- F. The date of receipt of the proposals as noted by the City of Brentwood will be conclusive for all purposes.
- G. The City of Brentwood reserves the right to reject any or all proposals submitted. No proposal may be withdrawn for a period of three (3) months following the date specified for the receipt of proposals.
- H. A team of City officials will evaluate the proposals. If deemed necessary, a short list of firms will be notified for follow-up interviews. The evaluation team will summarize its findings and submit their recommendation to the Public Works Committee.
- I. If deemed necessary to help establish a fair and responsible cost for services in negotiation with selected respondents, the City may request copies, (from the “selected” firm), of the past five (5) contracts providing general construction services related to civil engineering related projects. Any objections to this must be clarified in your response to this RFP.
- J. Any inquiries concerning the proposal should be directed to Daniel Gummersheimer, Director of Public Works/ City Engineer at dgummersheimer@brentwoodmo.org .
- K. Contact with other City officials or members of the Board of Aldermen is prohibited.
- L. The City will not be liable for any cost which may be incurred in connection with the preparation or presentation of any submittal or demonstrations.

2. SCOPE OF SERVICES

Neither exclusivity nor any specific amount of work will be promised in the Agreement, and the City will decide when and if to request services.

- A. Anticipated types of work for general contractors including, but not limited to, excavation, grading, clearing & grubbing, sandbag installation, debris/sediment removal, seeding/mulching, overflow channel construction, concrete barrier walls, rip rap installation, streambank stabilization, gabion basket installation, culvert and storm sewer cleaning/protection, berm construction, low water crossings, catchment basin installation, erosion control/SWPPP plans, detention/retention ponds, irrigation line work, parking lot improvements, sidewalks/driveways/trails improvements, and road improvements.
- B. Miscellaneous construction services related to stormwater management or following flood /damaging weather events.

3. INSURANCE

General Liability Insurance

The selected Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. The minimum amount of insurance shall be \$1,000,000 per occurrence, \$3,000,000 general aggregate.

The selected Contractor shall not commence work under the Agreement until it has obtained the insurance required under this Section, and such insurance has been approved by the City. The Contractor shall not permit any employee to commence work in relation to the Agreement until insurance equivalent of that required of the Contractor has been so obtained and approved by the City. The Contractor must obtain and maintain (at its sole expense) during the life of the Agreement, insurance of the type and the minimum amounts stated in the Agreement. This requirement of insurance does not limit the Contractor's liability under the Agreement in any manner.

Worker's Compensation Insurance

The selected Contractor shall procure and shall maintain during the Term of the Agreement, Worker's Compensation Insurance in an amount equal or greater than Missouri Workers Compensation statute requirements (\$500,000) for all of its employees to be engaged and perform work under the Agreement.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

Contractor shall be in full compliance with the Workmen's Compensation Act of the State of Missouri and Employer's Liability Coverage as required by Missouri State statute.

Comprehensive Automobile Liability Insurance

The selected Contractor shall maintain Comprehensive Automobile Liability insurance coverage in the amount of \$1,000,000 per occurrence, and shall supply proof of coverage to the City before commencing work in the facility.

Satisfactory Coverage

The insurance which the Contractor is required to obtain and maintain shall be written by a company or companies licensed to do business in the State of Missouri and satisfactory to the City. Insurance is to be placed with insurer with a Bests' rating of no less than A: VII. The Contractor shall not allow any policies to be canceled or permit the policies to lapse during the Term of the Agreement. All insurance policies shall include a clause to the effect that the policy shall not be canceled or changed unless thirty (30) days prior written notice has been received by the City and provided further that the notice must be evidenced by receipt of registered letter.

Proof of Insurance Coverage

"Certificates of Insurance" shall be originals, not copies, shall contain true transcripts for the policy, authenticated by the proper officer of the insurer, evidencing in particular those insured, the extent of the insurance, the location and operation to which the insurance applies, the effective date and expiration date and the notice of cancellation clause referred to above. An original "Certificate of Insurance" shall be furnished to the City, clearly specifying the City as an "Additional Insured" on the General Liability policy, and the date of issue, prior to commencement of services by the Contractor. Copies of policies and endorsements must also be provided to the City.

4. THE CITY OF BRENTWOOD TO BE IDEMNIFIED AND HELD HARMLESS

The selected Contractor shall in the Agreement covenant and agree to indemnify and hold the City harmless from any and all claims, rights or causes of actions or damages of every kind and nature whatsoever which may arise as a result of Contractor's performance of work (whether through its own employees or others) pursuant to the Agreement and Contractor shall agree to defend or pay the cost of defense of the City arising by virtue of any such claim or cause of action for damages. Contractor shall agree to pay any and all amounts which the City may be required to pay for damages for compensation connected with any such claim.

5. LICENSE AND PERMITS

The selected Contractor shall be responsible for obtaining and paying the costs of all necessary permits and licenses required by any applicable laws, rules and/or regulations including the Ordinances of the City of Brentwood.

6. HEALTH AND SAFETY STANDARDS

The selected Contractor shall meet all Health and Safety Standards regulations set forth by Ordinances of the City of Brentwood and St. Louis County.

7. CONTRACT AND PERFORMANCE BOND

Contractor to provide proof of their typical bonding capacity with their proposal.

8. REQUIRED AFFIDAVITS

The Agreement shall require the following affidavits before and/or after the work has been completed, as applicable:

- Affidavit of Work Authorization – RSMo. 285.530 (before work)
- Affidavit of OSHA Training Compliance – RSMo. 292.675 (before work)
- Non Collusion Affidavit (with proposal)
- Prevailing Wage Affidavit (after work)

The above list of statutes is not intended to be exhaustive. The compliance requirement of this provision is continuing and must be satisfied during the entirety of the bid process and any future agreement. It is the sole responsibility of the successful bidder to ensure that this provision is satisfied, and the City assumes no responsibility or liability for the failure to comply.

9. STATEMENT OF QUALIFICATIONS

Responses to this RFP should be specific and precise with adequate detail to accurately define Contractor's qualifications for performing the services required. Limit your responses to the information requested in each section. Any additional information that you wish to submit should be included in a separate section marked "Supplemental Information."

A. General Qualifications

1. Provide a brief history and general overview of the firm. Include the total number of employees and their associated titles.
2. State what work your firm can self-perform.
3. State the location of the firm's headquarters and location, if different also the location from which this project will be managed.
4. Provide information regarding the firm's ownership and organizational structure – include a company organizational chart.
5. Provide references for the firm's Banks, Surety and Bonding Agent.
6. List any judgments, claims, arbitration or suits against your organization or its officers which are pending, or which have been resolved in the last five years.

B. Related Project Experience

1. List the stormwater projects and/or stormwater plan review services your firm has completed in the last five years or is currently providing to a municipality, county, school district or other public entity. Include at least:
 - Project Name
 - Location
 - Brief Description
 - Year Completed
 - Project Costs
2. List other relevant or similar project experience completed in the last five years. Include at least:
 - Project Name
 - Location
 - Brief Description
 - Year Completed

- Project Costs
3. Provide specific documentation regarding your firm's proximity, experience, familiarity and commitment to the Brentwood area and community.
 4. Select three (3) projects of similar scope that have been completed within the last three (3) years. Specifically relate how your experience with these projects will be applied in the execution of this project.
- C. Proposed Team
1. Provide an organizational chart showing your team's proposed project organization, showing key project positions identified by title and showing lines of authority/responsibility and communication. Provide the name of each individual that your team proposes to use for each key project position. Include the resumes of key personnel with a description of the roles they will assume on this project and list of related project experience.
 2. Identify the commitment level of each key person to be assigned to the project if selected. The use of alternative personnel, other than those listed, will be considered a breach of contract unless the change is due to the employee's resignation/illness/termination or if it is agreed upon and approved in writing by the City of Brentwood.
- D. Rates
1. Provide a schedule of hourly rates for your labor categories.
 2. Provide a schedule of equipment rates.
 3. Provide your bond and insurance rates.
 4. Provide a description of your overhead and profit fees.
 5. Provide any other pertinent information the firm wishes to present.

7. SELECTION PROCESS

- A. The City of Brentwood intends to award the Emergency On-Call General Contractor Services contracts to firms who best demonstrate the following criteria:
1. Specialized experience and technical competence.
 2. Capacity and capability to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project.
 3. Experience and expertise of team members identified to perform the work.
 4. Past record of performance with respect to such factors as control of costs, quality of work, and ability to meet schedules.
 5. Firm's proximity to and familiarity with the area in which the project is located.
 6. Quality of work previously performed for the City.
 7. Experience on municipal projects of similar size and complexity.
 8. Competitive rates
- B. If necessary, a short list of firms or teams may be selected for follow-up interviews.
- C. Each proposal will be scored on a scale of 1 to 100 points. If the City hosts oral presentations, submissions will be re-scored at the conclusion of the presentations. Each section of the proposal will receive the following points:
- General Company Qualifications (30)
 - Related Project Experience (25)

- Proposed Team (15)
 - Rates (30)
- D. The recommendation of the selection committee will be subject to a successful contract negotiation, followed by approval by the Board of Aldermen. If an agreement cannot be reached, the City reserves the right to negotiate with other qualified firms.

8. GENERAL CONDITIONS

- A. Contract: It is the desire of the City to award multiple agreements with general contractors to provide on-call construction services.
- B. Contract Term: The term of the contract will be three (3) years with an option for two (2) one-year extensions under the same terms and conditions. The contract agreement will begin upon full execution by both parties.
- C. Contract Termination: Any agreement shall be subject to termination by the City because of malfeasance or non-malfeasance by the Contractor. The City may also terminate an Agreement for repeated non-compliance with the requirements set forth in specifications, missed deadlines, work quality issues, or other work-related issues or concerns noted by the City. Either party may terminate the contract for any reason with a thirty (30) day written notice. The City also reserves the right to cancel any part or all of any Agreement for failure by the Contractor to follow the terms of said Agreement.
- D. Licensing: Compliance with all licensing requirements by ordinances of the City of Brentwood will be required of the Contractor.
- E. Regulations: The Contractor will be required to meet all regulations set for by ordinances of the City of Brentwood and St. Louis County as well as abide by state laws of Missouri.
- F. Successors and Assigns: All proposals and any Agreement shall be binding upon the Contractor and their successors and assigns as may be approved by the City in its discretion.

AGREEMENT FOR EMERGENCY ON-CALL GENERAL CONSTRUCTION SERVICES

The City of Brentwood ("City") has selected Castle Contracting, LLC ("Contractor") to assist City staff with emergency on-call general construction services.

City and Contractor hereby agree as follows:

ARTICLE 1- SCOPE OF SERVICES

The scope of services for projects under this agreement may include, but is not limited to, the following:

- A. Excavation, grading, clearing & grubbing, sandbag installation, debris/sediment removal, seeding/mulching, overflow channel construction, concrete barrier walls, rip rap installation, streambank stabilization, gabion basket installation, culvert and storm sewer cleaning/protection, berm construction, low water crossings, catchment basin installation, erosion control/SWPPP plans, detention/retention ponds, irrigation line work, parking lot improvements, sidewalks/driveways/trails improvements, and road improvements.

The City shall request services specific to these items on a project-by-project basis and request a detailed work order including scope of services, schedule, and cost for services for each project.

ARTICLE 2- FEES AND PAYMENT

- A. For the services described in Article 1- Scope of Services, the City will pay and the Contractor will accept as full compensation the cost for services described in each project's Scope of Services. Additional services not outlined in a work order submitted to the City by the Contractor will be billed on a time and materials basis according to the attached fee schedule (see Castle's Request for Proposal).
- B. Progress payments for services rendered shall be made monthly upon submission of a detailed invoice, in form reasonably satisfactory to the City representative (as defined in Article 16) for work performed during the previous month. The City will make progress payments not later than thirty (30) days after receipt of acceptable invoices with appropriate documentation.
- C. The associated fees subject to this Agreement are effective from the date of execution to December 31, 2024. The fee rate schedule will be updated once per year to reflect changes in hourly rates for the next City fiscal year, which runs from January 1 to December 31. Any fees outside of the noted hourly rates shall be negotiated between the City and Consultant.

ARTICLE 3- SUBCONTRACTING

- A. No part of the services to be performed by Contractor hereunder shall be subcontracted without prior written consent of the City. The subcontracting of the work shall in no way relieve the Contractor of the Contractor's primary responsibility for the quality and performance of the work. The Contractor shall assure that any subcontractor, as provided for herein, is in full compliance with all laws, rules, regulations, ordinances, provisions of this Agreement, and without limiting the generality of the foregoing, compliance with all federal laws applicable to contracts of this type.

ARTICLE 4- RESPONSIBILITY OF CONTRACTOR

Documents shall be prepared in accordance with the general instructions provided by the City's representative.

The Contractor shall be responsible for professional quality, technical accuracy, and the coordination of all professional services furnished under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies.

The Contractor shall defend suits or claims for infringement of any copyright or patent rights arising out of use or adoption of any document furnished by Contractor and shall indemnify the City or other agency of government from loss or damage on account thereof.

Neither the City's review, approval, or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement, and the Contractor shall be and remain liable to the City in accordance with applicable City codes and Ordinances and State and Federal laws for all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Agreement.

Contractor shall not be responsible for any delay in or failure to perform or for any loss, penalty, damage, or delay caused in whole or in part by wars, riots, strikes, labor conditions or restrictions, sabotage, accidents, weather conditions, fire, Acts of God, governmental decrees, rules practices, actions or order, the act or neglect of the City or by any other cause beyond the control of the Contractor.

Contractor shall not be held responsible for any delays in completion due to unreasonable delay by the City in giving the necessary approvals or direction.

ARTICLE 5- TIME OF COMPLETION & CONTRACT TERM

Work will be completed on as-needed basis. The amount of time to complete each project will vary depending on the scope of the project.

The term of this Agreement will be three (3) years with an option for two (2) one-year extensions under the same terms and conditions. This Agreement shall be contingent upon annual appropriation by the Board of Aldermen. The anticipated Board of Aldermen approval of the Agreement is May 20, 2024.

ARTICLE 6- INFORMATION BY THE CITY

The City will provide, upon request, available information of record to the Contractor. The City will not be responsible for the accuracy of the information provided.

The City will provide representatives to attend meetings with Contractor, upon request of the Contractor.

ARTICLE 7- INSURANCE REQUIREMENTS

The Contractor shall procure and maintain, for the duration of this Agreement, insurance against the claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

- The general liability insurance minimum amount of insurance shall be \$1,000,000 per occurrence; \$3,000,000 general aggregate.

- The worker's compensation insurance shall be in an amount equal to or greater than Missouri Worker's compensation statute requirements (\$500,000) for all of its employees to be engaged and perform work under the Agreement. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

- The comprehensive automobile liability insurance shall be in the amount of \$1,000,000 per occurrence, and shall supply proof of coverage to the City before commencement of work on City's facilities.
- The insurance that the Contractor is required to obtain and maintain shall be written by a company or companies licenses to do business in the State of Missouri and satisfactory to the City. Insurance is to be placed with an insurer with a Bests' rating of no less than A: VII. The Contractor shall not allow any policies to be cancelled or permit the policies to lapse during the term of the Agreement. All insurance policies shall include a clause to the effect that the policy shall not be cancelled or changed unless thirty (30) days prior written notice has been received by the City and provided further that the notice must be evidenced by receipt of registered letter.
- Certificates of Insurance shall be originals, not copies, and shall contain true transcripts for the policy, authenticated by the proper officer of the insurer, evidencing in particular those insured, the extent of the insurance, the location and operation to which the insurance applies, the effective date and expiration date and the notice of cancellation clause. An original "Certificate of Insurance" shall be furnished to the City, clearly specifying the City as an "additional insured" and the date of issue, prior to commencement of services by the Contractor.

ARTICLE 8- INDEMNIFICATION

The Contractor shall indemnify and save harmless the City against injury, loss or damage and costs and expenses (including reasonable attorney fees) suffered or incurred by the City for personal injuries including death, or property damages sustained, caused by negligent or willful acts, errors, or omissions of the Contractor, any subcontractors of the Contractor, their respective agents, employees or others arising out of the work of this Agreement.

Contractor's obligation, if any, to indemnify the City is limited to losses incurred by the City as a direct result of Contractor's act(s) or omission(s) and does not extend to losses sustained in whole or in part as a result of the City's act(s) or omission(s). Contractor further agrees to furnish a Certificate of Insurance to the City in the sum of Three Million Dollars (\$3,000,000.00) with certificate designating the City as "Additional Insured" under its terms so as to indemnify the City from any liability.

ARTICLE 9- CANCELLATION OF AGREEMENT

This Agreement may be terminated by the City at any time, with or without cause, effective upon delivery of notice thereof to the Contractor.

Should the Agreement be so terminated, all drawings and documents in connection with the project shall become property of the City who shall, in that event, make reasonable allowance for expenses incurred and services satisfactorily performed by the Contractor to the date of termination.

ARTICLE 10- OWNERSHIP OF DOCUMENTS

All original documents, graphic material, drawings, photographs, or plans prepared by the Contractor for the project shall be deemed the property of the City and the City shall be entitled to physical possession of said documents whether complete or in progress.

A record copy of all original written instruments and/or drawings/specifications created by the Contractor in accordance with the Agreement shall be retained by the Contractor. Any unauthorized alteration of the information provided by the Contractor except as provided for in this Agreement shall deem the Contractor not responsible for any said alterations and changes.

ARTICLE 11- DECISIONS UNDER THIS AGREEMENT

The City's representative will determine the acceptance of the drawings, specifications, estimates, and completed work to be furnished, and will decide all questions that may arise relative to the proper performance of this Agreement, and his decision shall be final and conclusive.

ARTICLE 12- EQUAL OPPORTUNITY AND NON-DISCRIMINATION

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of race, color, religion, sex, national origin or disability in the selection and retention of employees or subcontractors. The Contractor will comply with Title VI of the Civil Rights Act of 1964, as the same has been or may be amended from time to time. In all solicitation either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Contractor's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, religion, sex, national origin or disability.

The Contractor will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not limited to the employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post notices pertaining to the foregoing in conspicuous places available to employees and applicants for employment.

The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

The Contractor will comply with all provisions of federal, state and local codes, ordinances and regulations governing the regulation of Equal Employment Opportunity and Nondiscrimination.

During performance of the obligations set forth in this Agreement, each part agrees that it shall not discriminate against any employee or applicant for employment in the terms or conditions of employment including, but not limited to, recruitment, selection, training, upgrading, promotion, demotion, transfer, layoff, or termination due to said person's race, religion, creed, color, sex, age, national origin, handicap, or disability.

In the event that any and all of the provision(s) of the foregoing paragraphs (a) or (b) conflict with federal, state, or other local laws, ordinances or regulations, then the requirements of such federal, state or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the Contractor from adherence to any and all additional requirements regarding equal employment or non-discrimination set forth in such federal, state, or other local laws, ordinances or regulations.

ARTICLE 13- CONFLICTS OF INTEREST

The parties agree to abide by all applicable federal, state and local laws, ordinances and regulations relating to conflicts of interest.

ARTICLE 14- SUCCESSORS AND ASSIGNS

The City and the Contractor agree that this Agreement and all Agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

ARTICLE 15- CHANGES

The City may make changes within the general scope of services of the Agreement. However, no changes will be made in the scope of service, the time of performance, the fees to be paid or other provisions which may affect the cost of the project without prior written order of the City and the execution of a suitable amendment to this Agreement. Neither the City staff nor the Contractor may authorize any substantive change in this Agreement by oral or other directions intended to substitute for a written Agreement amendment.

This Agreement may be amended or supplemented only by an instrument in writing executed by the parties hereto.

ARTICLE 16- CITY REPRESENTATIVE

For purposes of this Agreement, the City Representative will be the City Administrator of the City. The City Administrator, in his or her sole discretion, may designate another City Representative from time to time. In such event, the Contractor shall be notified by the City, in writing.

ARTICLE 17- NOTICE

Any notice required or permitted to be delivered under this Agreement shall be in writing and shall be deemed to have been delivered on the earliest to occur of (a) actual receipt; or (b) three business days after having been deposited with the U.S. Postal Service, postage prepaid, certified mail, return receipt requested; or (c) one business day after having been deposited with a reputable overnight express mail service that provides tracking and proof of receipt of items mailed. All notices shall be addressed to the parties at the addresses set forth as follows:

CONTRACTOR: Castle Contracting, LLC
345 Marshall Avenue, Suite 302
Webster Groves, MO 63119

Attention: Christie Brinkman- Director of Design-Build

CITY: City of Brentwood
2348 South Brentwood Boulevard
Brentwood, MO 63114

Attention: Bola Akande- City Administrator

ARTICLE 18- CHOICE OF LAW; VENUE

This Agreement, and all work and other activities governed hereby, shall be governed by the laws of the State of Missouri. Any action arising out of, or concerning, this Agreement shall be brought only in the Circuit Court of St. Louis County, Missouri. All parties to this Agreement consent to the jurisdiction and venue of that court.

ARTICLE 19- CONFLICTS

In the event of any conflict or discrepancy between the terms of this Agreement and those set forth in other documents, it is expressly understood and agreed that the terms and provisions of this Agreement shall govern.

ARTICLE 20- SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. In such event, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect, and shall not be affected by the illegal, invalid or unenforceable provision.

ARTICLE 21- CONSTRUCTION MEANS AND METHODS

Contractor shall be responsible for its means and methods of construction, job site safety, or appropriateness of installation methods undertaken on any property within the City and same for its subcontractor under the Contractor's Agreement.

ARTICLE 22- EMPLOYEE VERIFICATION

Contractor will comply with and satisfy the requirements of Section 285.530.2, RSMo. Supp. 2009, which requires as a condition for the award of any Agreement or grant in excess of five thousand dollars by any political subdivision of the State of Missouri to a business entity, that the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted service, and requires every such business entity to also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

IN WITNESS WHEREOF, the duly authorized parties hereto have set their hands and seals as of the day and year first above written.

CITY OF BRENTWOOD

CASTLE CONTRACTING, LLC

Signature

Name, Title

ATTEST:

Signature, Title

(SEAL)

Himbola Akande

Signature

Himbola Akande, City Administrator

Name, Title

ATTEST:

Kelle Silvey

Signature, Title
Deputy City Clerk

(SEAL)

