

INTRODUCED BY Councilmember Patel
 FIRST READING April 3, 2024
 SECOND READING April 17, 2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRIDGETON, MISSOURI, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT, SUBSTANTIALLY IN THE FORM ATTACHED HERETO, WITH MACC CONTRACTING, INC. FOR GROUNDS MAINTENANCE SERVICES AT THE CARROLLTON PARK DISC GOLF COURSE IN AN AMOUNT OF THIRTY-SIX THOUSAND DOLLARS & 00/100 (\$36,000.00).

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRIDGETON, MISSOURI, AS FOLLOWS:

Section 1. That the Mayor and City Clerk are hereby authorized to execute an agreement, substantially in the form attached hereto, with MACC Contracting, Inc. for grounds maintenance services at the Carrollton Park Disc Golf Course in an amount of thirty-six thousand dollars & 00/100 (\$36,000.00).

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval.


PASSED THIS 17th DAY OF APRIL, 2024

APPROVED THIS 17th DAY OF APRIL, 2024



 Randal B. Hein, Acting Mayor

ATTEST:



 Karen E. Robinson, MRCC-S/CMC
 City Clerk

CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the 27th day of March 2024, by and between the City of Bridgeton, Missouri (hereinafter called the "City") and MACC Contracting Inc., a full-service contracting company with offices at 8870 Frost Ave, Berkeley, MO 63134 (hereinafter called the "Contractor"). The project identified as Grounds Maintenance Services – Carrollton Park Disc Golf Course.

WITNESSETH, that the Contractor and the City, for the consideration set forth herein agree as follows:

ARTICLE I

The Contract Documents

The Contract Documents consist of the General Conditions of City-Contractor Agreement, the Job Special Provisions, State Wage Determination, Non-Collusion Affidavit, Performance Payment Bond, Specifications, Drawings, the Construction Schedule, all Addenda, and all Modifications issued after execution of this Contract, which together with this Agreement form the Contract, and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement.

ARTICLE II

Scope of Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III

Time of Completion

All time limits stated in the Contract Documents are of the essence. The Contractor shall ensure all staffing and equipment are in place necessary for completion of the Work within Ten (10) Calendar Days of the date on which the City issues the written Notice to Proceed to the Contractor.

ARTICLE IV

The Contract Price

The City will pay the Contractor for the performance of the Contract in current funds, for the total quantities of Work properly performed at the unit prices stipulated in the bid for the several respective items of Work completed, subject to additions and deductions as provided in Article VII of this City-Contractor Agreement, which said amount is:

_____ (\$ _____)
(the "**Contract Price**").

ARTICLE V

Performance of the Work

(a) Within seven Calendar Days (7) after being awarded the Contract, the Contractor shall prepare and submit for the City's approval a **Maintenance Schedule** for the Work in a bar chart format which Maintenance Schedule shall indicate the dates for starting and completing the various stages of maintenance services. The Notice To Proceed shall be issued within 10 Calendar Days of the award, however no work will commence until the Contractor's schedule is submitted and approved by the City. The contractor shall perform all services and provide all supplies, materials, equipment, tools and labor, necessary for Grounds Maintenance Services in accordance with the Contract Documents. The Contract is valid for 2024 only.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated damages and not as a penalty, the sum of \$200.00 for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to Contractor from City.

(c) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City at such intervals as the City may reasonably direct, the actual

progress of the work compared to the Maintenance Schedule. If the Contractor falls behind the Maintenance Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Maintenance Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (b) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Maintenance Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Maintenance Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall not constitute a cause for granting an extension of time.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

(a) The City may make changes within the general scope of the contract by altering, adding to or deducting from the Work, the Contract Price being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the General Conditions. Any claim for an increase in the Contract Price resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of paragraph (c) of Article V and of Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Maintenance Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Price for duly authorized extra work or change in the Work shall be determined based on the unit prices previously specified; to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Price shall, at the option of the City, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost-plus percentage or fixed fee.

ARTICLE VIII

Termination by City or Contractor

(a) If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Maintenance Schedule, or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price shall exceed the expenses of finishing the Work, including additional architectural, managerial and administrative expenses, such excess shall be paid to the

Property Damage:	\$1,000,000 each accident
(d) Owner's Protective Bodily Injury	
Including Death:	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence
	\$1,000,000 aggregate

The Owner's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project. The certificates must state **"The City of Bridgeton is named as additional insured."** The certificate must provide for 30 Calendar Days advance notice to the City as certificate holder of any change or cancellation, and any necessary policy endorsements must be provided.

ARTICLE X

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 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 contract and the regulations relative to nondiscrimination on the ground 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 be 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 advertisements 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 Non-Discrimination.

In the event that any or all of the provision(s) of the foregoing paragraphs 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 XI

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 XII

The Work

The Contractor shall furnish all labor, materials and equipment necessary to complete all activities within the project scope. The Scope of Work deems that the contractor shall perform all services and provide all supplies, materials, and equipment, tools and labor, necessary for Grounds Maintenance Services in accordance with the Scope of Work and Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF BRIDGETON

By Randal B. Hein
Randal B. Hein, Acting Mayor

(SEAL)

Attest: Karen E. Robinson
Karen E. Robinson, City Clerk

DATE: April 17, 2024

By Alex Staugh
"Contractor"

Alex Staugh
Printed Name

VP
Title

Attest: [Signature]

DATE: 3-27-24