

INTRODUCED BY Councilmember Wesche  
FIRST READING August 7, 2024  
SECOND READING August 21, 2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRIDGETON, MISSOURI, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS, SUBSTANTIALLY IN THE FORM ATTACHED HERETO, WITH PARKSCAPE SOLUTIONS AND PLAY & PARK STRUCTURES THE PARK IMPROVEMENTS AT GENTRY PARK IN AN AMOUNT OF FIVE HUNDRED-SEVENTY-EIGHT THOUSAND, EIGHT HUNDRED SEVENTEEN DOLLARS & 48/100 (\$578,817.48).

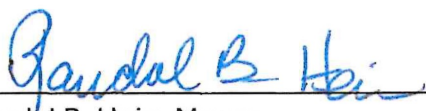
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRIDGETON, MISSOURI, AS FOLLOWS:

Section 1. That the Mayor and City Clerk are hereby authorized to execute agreements, substantially in the form attached hereto, with Parkscape Solutions and Play & Park Structures for park improvements at Gentry Park in an amount of FIVE HUNDRED-SEVENTY-EIGHT THOUSAND, EIGHT HUNDRED SEVENTEEN DOLLARS & 48/100 (\$578,817.48).


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

PASSED THIS 21st DAY OF AUGUST, 2024

APPROVED THIS 21st DAY OF AUGUST, 2024

  
\_\_\_\_\_  
Randal B. Hein, Mayor

ATTEST:

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

**CITY-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the 8<sup>th</sup> day of August, 2024, by and between the City of Bridgeton, Missouri (hereinafter called the "City") and, Parkscape a Contractor with offices at 8124 Hwy J, Black, MO 63625 (hereinafter called the "Contractor"). The project identified as Gentry Park Phase I Improvements.

**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, 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 Work to be performed under the Contract shall commence within **Ten (10)** days of the date of the written notice to proceed from the City to the Contractor and shall be completed, within one hundred (100) calendar days, from and including the date of said written notice to proceed.

**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:

Four hundred sixty two thousand two hundred eleven dollars and seventy nine cents (\$462,211.79) (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 (1) a **Construction Schedule** for the Work indicating the dates for starting and completing the various stages of construction. The Notice To Proceed shall be issued within 10 working days of the award, however no work will commence until the Contractor's schedule and traffic control plan is submitted and approved by the City. The Contractor shall be required to substantially finish portions of the work as designated by the Engineer prior to continuation of further work remaining on the project. This may include backfilling, paving, sodding, or cleanup as designated by the Engineer.

(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 \$500.00 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 as such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction 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 Construction 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 Construction 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 Construction 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 Construction 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 Construction 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 Contractor. If such expenses shall exceed the unpaid balance of the Contract Price, the Contractor shall pay the difference to the City promptly upon demand.

In the event of termination pursuant to this paragraph, the Contractor, upon the request of the City, shall promptly:

(i) assign to the City in the manner and to the extent directed by the City all right, title and interest of the Contractor under any subcontracts, purchase orders and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and

(ii) make available to the City to the extent directed by the City all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VIII, the Contract Price shall be reduced in an equitable manner by agreement between the parties or by arbitration.

## **ARTICLE IX**

### **Contractor's Liability Insurance**

The Contractor shall purchase and maintain in full force and affect the following insurance coverage with an insurance carrier acceptable to the City:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000.

(b) Comprehensive General Liability and 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

(c) Comprehensive Automobile Liability, Bodily Injury  
 Including Death: \$1,000,000 each person  
 \$1,000,000 each occurrence  
 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 and Weis Design Group are named as additional insured."** The certificate must provide for 30 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 contract work includes removal and construction of an asphalt path, drainage improvements, removal and install of new retaining wall, install of fence along retaining wall, removal and install of new playground equipment, removal and install of new playground surface with underdrain system, seal coat and striping of existing parking lot, and bathroom/storage renovation. Additional amenities are inclusive in the Bid Proposal, Plans and Specifications.

Contractor shall complete all work within 100 working days from the Notice to Proceed as outlined in the construction drawings and specifications.

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

CITY OF BRIDGETON

By *Randy Hein*  
Randy Hein, Mayor

(SEAL)

Attest: *H&F*  
City Clerk

DATE: 8/21/24

By *Brant N. Hubbs*  
"Contractor"

Brant N. Hubbs

Printed Name

C.O.O.

Title

Attest: *Wayne D. Woods*

DATE: 7/26/2024

**CITY-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the 8<sup>th</sup> day of August, 2024, by and between the City of Bridgeton, Missouri (hereinafter called the "City") and, Play & Park Structures of MO a Contractor with offices at 303 Bass Street, Park Hills, MO 63601 (hereinafter called the "Contractor"). The project identified as Gentry Park Phase I Improvements.

**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, 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 Work to be performed under the Contract shall commence within **Ten (10)** days of the date of the written notice to proceed from the City to the Contractor and shall be completed, within one hundred (100) calendar days, from and including the date of said written notice to proceed.

**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:

One hundred sixteen thousand six hundred five dollars and sixty nine cents (\$116,605.69) (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 (1) a **Construction Schedule** for the Work indicating the dates for starting and completing the various stages of construction. The Notice To Proceed shall be issued within 10 working days of the award, however no work will commence until the Contractor's schedule and traffic control plan is submitted and approved by the City. The Contractor shall be required to substantially finish portions of the work as designated by the Engineer prior to continuation of further work remaining on the project. This may include backfilling, paving, sodding, or cleanup as designated by the Engineer.

(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 \$500.00 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 as such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction 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 Construction 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 Construction 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 Construction 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 Construction 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 Construction 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 Contractor. If such expenses shall exceed the unpaid balance of the Contract Price, the Contractor shall pay the difference to the City promptly upon demand.

In the event of termination pursuant to this paragraph, the Contractor, upon the request of the City, shall promptly:

(i) assign to the City in the manner and to the extent directed by the City all right, title and interest of the Contractor under any subcontracts, purchase orders and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and

(ii) make available to the City to the extent directed by the City all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VIII, the Contract Price shall be reduced in an equitable manner by agreement between the parties or by arbitration.

## **ARTICLE IX**

### **Contractor's Liability Insurance**

The Contractor shall purchase and maintain in full force and affect the following insurance coverage with an insurance carrier acceptable to the City:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000.

(b) Comprehensive General Liability and 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

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death: \$1,000,000 each person  
\$1,000,000 each occurrence  
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 and Weis Design Group are named as additional insured."** The certificate must provide for 30 days advance notice to the City as certificate holder of any change or cancellation, and any necessary policy endorsements must be provided.   
policy endorsement



**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 contract work includes furnish & install of playground equipment and synthetic turf playground surface with shock pad, underdrain system, and aggregate subbase. Additional amenities are inclusive in the Bid Proposal, Plans and Specifications.

Contractor shall complete all work within 100 working days from the Notice to Proceed as outlined in the construction drawings and specifications.

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

CITY OF BRIDGETON

By Randy Hein  
Randy Hein, Mayor

(SEAL)

Attest: H. E. Palm  
City Clerk

DATE: 8/21/24

By Lindsay Hill  
"Contractor"

Digitally signed by  
Lindsay Hill  
Date: 2024.07.30  
14:53:03 -04'00'

Lindsay Hill  
Printed Name

Sr. Vice President and Group Manager  
Title

Attest: [Signature]

DATE: 7.30.2024