

PUBLIC NOTICE

CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI REGULAR MEETING OF THE BOARD OF ALDERMEN VIA VIDEO/TELECONFERENCE THURSDAY, FEBRUARY 3, 2022 7:30PM

Notice is hereby given that the City of Bellefontaine Neighbors (“City”) will hold a regularly scheduled board of Aldermen meeting on Thursday, February 3, 2022 at 7:30 p.m. via video/teleconference.

In view of the COVID-19 pandemic, and the Federal, State, County, and City Emergency Declarations, and in accordance with the provisions of Sec. 610.020, RSMo., the city acknowledges that it would be dangerous and impractical, if not impossible, for this meeting to be physically accessible to the public. The city also recognizes the need for the public’s business to be attended to in order to protect the public health, safety, and welfare. In order to balance the need both continuity of government and protection of the health and safety of our residents, business persons and employees, this meeting of the Property Maintenance Investigation Committee will not be open to public attendance in person. **THE MEETING WILL BE ACCESSIBLE BY THE PUBLIC IN REAL TIME ONLY BY A VIDEO/TELEPHONE CONFERENCE CALL IA ZOOM. THE INSTRUCTIONS TO JOIN ARE BELOW.**

To Join the meeting by via website:

- (1) Go to Zoom at <https://zoom.us>**
- (2) Select Join a Meeting**
- (3) Enter meeting ID: 825 620 8214**
- (4) Enter Password: 4i85eK**

To Join the meeting by phone call (audio):

- (1) Call 1 312 626 6799 US (Chicago)
1 646 558 8656 US (New York)**
- (2) When prompted, enter the Pass Code 452739**

THE AGENDA FOR THIS BOARD MEETING IS SET FORTH HEREIN.

Instruction for providing public comments: Persons interested in making their views known on any matter will be able to speak during the video/teleconference meeting under “Public Comments”. In addition, anyone may send an email with their comments to the City Clerk pro tem at jmantyeh@cityofbn.com no later than Thursday, January 6, 2022 by 12:00pm. All comments received by email will be entered into the public record and publicly read as time allows. All emailed comments will also be distributed to the entire Board at or before the meeting. Thanks for your understanding and patience as we all try to get through these unprecedented times.

**REGULAR BOARD MEETING
THURSDAY – FEBRUARY 3, 2022 -7:30PM
BELLEFONTAINE NEIGHBORS MAYOR AND BOARD OF ALDERPERSONS
WILL CONVENE FOR THE ABOVE REFERENCED MEETING - VIA ZOOM**

AGENDA

- 1. CALL MEETING TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF AGENDA**
- 4. NEW BUSINESS**
 - A. BILL # 2623 AN ORDINANCE AUTHORIZING AN AGREEMENT WITH FRONTENAC ENGINEERING GROUP, INC FOR ENGINEERING SERVICES FOR THE REPAIR OR REPLACEMENT OF THE BELLEFONTAINE NEIGHBORS RECREATIONAL CENTER GYM ROOF - ALDERWOMAN WEST**
 - B. RECOMMENDATION FROM PLANNING AND ZONING COMMISSION FOR A PUBLIC HEARING TO BE HELD ON THURSDAY, MARCH 3, 2022 FOR, AND APPROVAL OF, A CONDITIONAL USE PERMIT FOR NORTH COUNTY FIRE & RESCUE FIRE DISTRICT TO CONSTRUCT A NEW FIRE HOUSE AT 805 CHAMBERS ROAD - PLANNING & ZONING COMMISSION - PAT BARRETT**
- 5. DISCUSSION AND VOTE ON PASSAGE OF 2022 LIQUOR LICENSES – CITY COLLECTOR – JEFF HOWE – ALDERMAN JAMES CARROLL**
- 6. SEMI-ANNUAL FINANCIAL REPORT – CITY TREASURER – PATRICK HOWARD**
- 7. ADJOURNMENT**

THIS AGENDA WITH PUBLIC NOTICE OF THE BOARD OF ALDERPERSON'S REGULAR MEETING ON FEBRUARY 3, 2022 WAS POSTED ON FEBRUARY 2, 2022 AT 5:00PM IN BELLEFONTAINE NEIGHBORS CITY HALL (FRONT DOOR) AND ON THE CITY'S WEBPAGE AT www.cityofbn.com. FOR A COPY, CONTACT THE CITY CLERK'S OFFICE.

**COPIES OF THIS NOTICE MAY BE OBTAINED BY CONTACTING: JUDY MANTYCH, CITY CLERK pro tem
CITY OF BELLEFONTAINE NEIGHBORS - 9641 BELLEFONTAINE ROAD - ST. LOUIS, MO. 63137 - (314) 867-0076.**

INTRODUCED BY ALDERWOMAN WEST

BILL NO. 2623

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH FRONTENAC ENGINEERING GROUP, INC. FOR ENGINEERING SERVICES FOR THE REPAIR OR REPLACEMENT OF THE BELLEFONTAINE NEIGHBORS COMMUNITY CENTER GYM ROOF.

BE IT ORDAINED BY THE BOARD OF ALDERPERSONS OF THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI, AS FOLLOWS:

Section 1.

The Mayor and other appropriate city officials are hereby authorized to execute and enter into an agreement for engineering services with Frontenac Engineering Group, Inc. for repair or replacement of the Bellefontaine Neighbors Community Center Gym Roof in substantial accord with the terms and conditions set forth in Exhibit A, attached hereto and incorporated herein by this reference, together with such amendments or revisions thereto in form and substance as may be approved by the City Attorney.

Section 2.

This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

PASSED BY THE BOARD OF ALDERPERSONS FOR THE CITY OF BELLEFONTAINE NEIGHBORS THIS _____ DAY OF FEBRUARY, 2022.

Attest:

JUDY MANTYCH, Acting City Clerk

APPROVED THIS _____ DAY OF FEBRUARY, 2022.

TOMMIE PIERSON, SR., Mayor

Attest:

JUDY MANTYCH, Acting City Clerk

CITY – CONTRACTOR AGREEMENT

This Agreement (the “Contract”), made this ___ day of February, 2022, by and between Frontenac Engineering Group, Inc., hereinafter called the CONTRACTOR, and the City of Bellefontaine Neighbors, Missouri, hereinafter called the CITY.

Now therefore, CONTRACTOR and CITY, in consideration of mutual covenants herein set forth, agree as follows:

ARTICLE 1 — SCOPE OF SERVICES

The CONTRACTOR shall provide structural engineering design services for the Gym Roof repair or replacement work (the “Project”) at the CITY’S Bellefontaine Neighbors Community Center (the “Services”), as follows:

- 1.0 General Description of Services
 - 1.1 CONTRACTOR and subcontractor review of the existing conditions via field visit(s) to evaluate options for repair or replacement.
 - 1.2 CONTRACTOR shall conduct such investigation as necessary to ascertain the requirements for repair or replacement and preparation of Schematic Design (“SD”) level documentation and consult with the CITY concerning such matters.
 - 1.3 Engineering design and preparation of Construction Documents to competitively bid work.
 - 1.4 Assistance with obtaining a preliminary, non-binding cost estimate from a reputable General Contractor.
- 2.0 Structural Engineering – SD Phase
 - 2.1 CONTRACTOR and its subcontractors will perform site visits to gather information regarding the existing conditions.
 - 2.2 CONTRACTOR will prepare SD level drawings and present feasible design options to either repair or replace the existing roof trusses.
 - 2.3 CONTRACTOR will meet with the CITY to discuss the options before preparation of Design Development (“DD”) and Construction Documents (“CD”) sets.

- 3.0 Structural Engineering - DD/CD Phase
 - 3.1 CONTRACTOR will prepare complete structural engineering drawings (“Drawings”) for the Project of either repair or complete replacement of the existing roof trusses, to be competitively bid by the CITY.
 - 3.2 CONTRACTOR will include specifications shown on the Drawings.
 - 3.3 CONTRACTOR will prepare and furnish structural calculations.
 - 3.4 All items noted above will be prepared under the direct supervision of a Professional Engineer licensed in the State of Missouri.
- 4.0 Bid Phase Administration
 - 4.1 CONTRACTOR will answer all structural requests for information (“RFI”), product submittals, and provide addendums to its Drawings, if required.
 - 4.2 CONTRACTOR will perform one (1) pre-bid on-site meeting for participating contractors.
- 5.0 Construction Phase Administration

CONTRACTOR will review all structural shop drawings, product submittals, RFI's, and change orders. CONTRACTOR will perform two (2) site visits to observe the work in progress.
- 6.0 Items Excluded
 - 6.1 Special contractors such as traffic contractors.
 - 6.2 Title work and surveying.
 - 6.3 Conditional use permits.
 - 6.4 Easements and Easement Exhibits.
 - 6.5 Submittal, permit, review, escrow fess and/or deposits.

The CONTRACTOR shall perform all required Services and shall provide and furnish all labor, materials, necessary tools, expendable equipment and all utility and transportation service required to complete the Services covered by this Contract in connection with construction of the Project all in strict accordance with the plans and specifications, including any and all Addenda, and in strict compliance with the Contract Documents hereinafter enumerated.

7.0 Additional Services.

The CONTRACTOR agrees to provide additional services beyond those requested or required by the CITY, where duly authorized in writing by the CITY (the "Additional Services"). Authorization for the Additional Services shall include a clear description of services to be performed on behalf of the CITY. Such Additional Services may include some or all of the Services listed herein.

ARTICLE 2 – TIME OF COMPLETION

The CONTRACTOR shall commence the Services within ____ () days after receiving a Notice to Proceed from the CITY and shall be fully completed under this Contract within _____ () calendar days as outlined in the Project specifications for the Notice To Contractors – Notice To Proceed. Project completion shall be defined as 100% completion of all items of the Project including correction of deficiencies. All Services performed shall have written authorization from the CITY prior to commencement of the Services.

Time shall be and is of the essence of this Contract.

The CONTRACTOR agrees that it will complete said Services within _____ () calendar weeks from the date of the Notice to Proceed. Computation of the Contract time shall commence on the _____ () day following the date of mailing, by regular mail, of the Notice To Proceed, and every calendar day following except as herein provided, shall be counted as a working day. The prime contractor on the Project must perform with its own organization, contract work amounting to not less than 30% of the total original contract price.

ARTICLE 3 – CONTRACT PRICE AND REIMBURSEMENT COSTS

3.0 The CITY shall pay CONTRACTOR, a flat fee in current funds, for completion of the Services designated in Article 1 in accordance with the Contract Documents, a fee equal to the sum of the following, for a total amount of:

3.1 SD Phase:	\$7,200.00
3.2 DD/CD Phase	\$8,400.00
3.3 Bid Phase Administration	\$1,440.00
3.4 Construction Phase Administration	\$2,900.00
Total	\$19,940.00

3.1. Reimbursable Expenses

The following incidental items will be billed at cost plus 10% in addition to CONTRACTOR'S fee:

- 3.1.1 Printing
- 3.1.2 Express Mail
- 3.1.3 Courier
- 3.1.4 Travel Expenses
- 3.1.5 Submittal and Review fees

The CITY shall pay the CONTRACTOR a flat fee as provided herein for all Services acceptably completed according to this Contract.

3.2. Notwithstanding the provisions of Sections 3.0 and 3.1, the CONTRACTOR agrees to comply with the requirements of Section 1 of the Municipal Park Grant Commission Grant Agreement entered into by and between the Municipal Park Grant Commission and the CITY dated _____ (the "Grant Agreement"), attached hereto and incorporated herein by reference as **Exhibit A**, which provides that consultant costs attributable to design and engineering services shall not exceed nine (9) percent of the total Project costs. CONTRACTOR shall further cooperate with the CITY to achieve compliance with Exhibit A to the Grant Agreement.

Fees for Additional Services shall be agreed to in writing by the CONTRACTOR and the CITY prior to commencement of any work or will be billed at our hourly rate as provided in **Exhibit B** attached hereto and incorporated herein by reference.

ARTICLE 4 – APPLICATION FOR PAYMENTS

Applications for Payment for Services rendered and Reimbursable Expenses shall be made monthly by CONTRACTOR upon submission of a detailed invoice for Services performed during the previous month no later than the fifth (5) day of each immediately following month. The CITY shall make payment on all properly payable invoices submitted by CONTRACTOR not later than thirty (30) days after receipt of acceptable invoices.

ARTICLE 5 – FINAL PAYMENT AND ACCEPTANCE

When all Services provided for under this Contract have been completed in conformance with the Contract Documents and accepted by the CITY per the Contract Documents, a final cost estimate shall be prepared by the CONTRACTOR and filed with the CITY after acceptance of the Services as a statement of the amount due the CONTRACTOR. This estimate shall be based on the performance of any Services as identified in Article 1 that would be properly chargeable to the Contract Price and Reimbursable Amounts in Article 3 under this Contract.

ARTICLE 6 – THE CONTRACT DOCUMENTS

Up to ____ () full sets of drawings and specifications will be provided to the successful CONTRACTOR by the CITY at no cost to the CONTRACTOR. Additional sets may be purchased by the CONTRACTOR at the printing cost plus ten percent (10%) for handling. The CITY and the CONTRACTOR agree that drawings may be provided electronically between the parties in a .PDF FORMAT.

The Contract Documents which comprise the entire agreement between the CITY and CONTRACTOR concerning the Project consists of the following:

- Item No. 1 DBE Goal %
- Item No. 2 Contract Time For Completion of Work
- Item No. 3 Disadvantaged Business Enterprise Contract Provisions
- Item No. 4 No-Second Tier Subcontracting
- Item No. 5 Compliance with Americans with Disability Act
- Item No. 6 Notice To Proceed
- Item No. 7 All Forms Required at Bid Opening
- Item No. 8 Proposal and Attachment A
- Item No. 9 Anti-Collusion Statement
- Item No. 10 Subcontractor Certification Regarding Affirmative Action
- Item No. 11 Bidder's Certification for DBE Program and Contract Goal
- Item No. 12 All change orders amending, modifying, or supplementing the Contract Documents, which may be delivered or issued after the Effective Date of the Agreement, and are not attached hereto.

List of Drawings:

- 1.1 Cover Sheet
- 2.1 Repair or Replacement Summary Sheet
- 3.1 Repair or Replacement Plan
- 4.1 Site Plan
- 5.1-5.9 Details

There are no Contract Documents other than those listed in this article. The Contract Documents may be amended, modified, or supplemented by a Change Order.

The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Services may be authorized, by a written interpretation or clarification.

ARTICLE 7 – RATES OF PAY

This Project is subject to the requirements of the State of Missouri Division of Labor Standards "Annual Wage Order Number 52 or Annual Wage Order (28) then, in effect over the

lifetime of the Project". The Contractor shall comply with the requirements of the Annual Wage Order.

In accordance with the Annual Wage Order Number 52, the Owner has adopted rates for various classifications of workmen on the Project. A copy of the Wage Order is attached to the Contract Documents.

This provision is applicable to all sub-contractors who work on the Project.

The CONTRACTOR shall be required to submit copies of certified payrolls with each pay application.

The CONTRACTOR hereby agrees that the prevailing rates of pay shall be paid to skilled and unskilled labor employed under the terms of this contract. The CONTRACTOR shall forfeit to the CITY ten (10) dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulation rates for any work done under said contract, by him or by any subcontractor under him.

ARTICLE 8 – PERFORMANCE OF THE SERVICES

The CONTRACTOR, acting as an independent CONTRACTOR, shall furnish all supervision, labor, equipment, tools, materials, and supplies necessary to perform and shall perform all Services in accordance with the Contract Documents and any applicable CITY ordinances, and state and federal laws. CONTRACTOR represents and warrants that it has special skills which qualify CONTRACTOR to perform the Services in accordance with the Contract and that CONTRACTOR is free to perform all such Services 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 Services.

ARTICLE 9 – SUPERVISION

The CONTRACTOR shall supervise and direct the Services, using the CONTRACTOR'S best skill and attention. The CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Services under the Contract, unless Contract Documents give other specific instruction concerning those matters.

ARTICLE 10 –INDEMNIFICATION

CONTRACTOR shall simultaneously with executing this CONTRACT, execute the Indemnification and Insurance Agreement attached hereto as **Exhibit C**.

ARTICLE 11 – INSURANCE REQUIREMENTS

The CONTRACTOR and its subcontractors shall procure and maintain during the life of this Contract, insurance of the types and minimum amounts required in **Exhibit C**.

ARTICLE 12 – TERMINATION BY CITY OR CONTRACTOR

Either party may terminate this Contract without specifying a reason therefore by giving thirty (30) days written notice by registered mail addressed to the other party's normal place of business as contained herein. The termination shall be effective as of thirty (30) days after the date specified in such notice. In the event this Contract or any part is so terminated, the CITY shall make equitable payment to the CONTRACTOR for services satisfactorily performed up to and including the date of termination, including such reasonable reimbursable expenses incurred on behalf of the CITY by the CONTRACTOR, upon submission of a final invoice by the CONTRACTOR.

ARTICLE – 13 AUDIT CLAUSE

The CONTRACTOR'S records which shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the City Auditor, or a duly authorized representative from the CITY, and the CITY'S expense. The CONTRACTOR shall preserve all such records for a period of five (5) years, unless permission to destroy them is granted by the CITY, or for such longer period as may be required by law, after the final payment.

ARTICLE 14 – EQUAL EMPLOYMENT OPPORTUNITY

14.1 The CONTRACTOR, or any subcontractor, shall not discriminate against any employee or applicants for employment because of race, color, creed, sex, religion, or national origin in the performance of the Services and shall comply with all applicable federal, state, and local ordinances regulations as regards Equal Opportunity Employment.

14.2 The CONTRACTOR shall comply with the applicable provisions of Title VII of the Civil Rights Act of 1964, as the same has been amended from time to time. In all solicitations either by competitive bidding or negotiations made by the CONTRACTOR for work to be performed under a sub-contract, 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 non-discrimination on the grounds of race, color, religion, sex national origin, or disability.

14.3 The CONTRACTOR will take action to ensure that applicants are employed, and that applicants are treated during employment without regard to race, color, religion, sex, national origin or disability. Such action shall include, but not limited to, employment, upgrading, transfer, demotion, 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 the foregoing in conspicuous places available to employees and applicants for employment.

14.4 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 considerations for employment without regard to race, color, religion, sex, national origin, or disability.

14.5 In the event that any, or all, of these provisions of the foregoing paragraphs conflict with the federal, state, or local laws, ordinances, or regulations, then the requirements of said laws, ordinances, and regulations shall prevail. Compliance with the foregoing provisions shall not relieve the CONTRACTOR from adhering to any and all other additional requirements regarding equal employment or non-discrimination set forth in such federal, state or local laws, ordinances, or regulations.

ARTICLE 15 – OWNERSHIP OF DOCUMENTS; RETENTION OF RECORDS

15.1 OWNERSHIP OF DOCUMENTS. All documents, drawings and specifications, including but not limited to, technical data, evaluations, reports, and/or other works (and any electronic versions thereof) prepared by the CONTRACTOR in connection with its performance of services hereunder, shall be and shall remain after termination of this Agreement, for any reason whatsoever, the mutual property of the CONTRACTOR and the CITY whether the Project for which they are made is executed or not. They are not to be used by the CITY on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the CONTRACTOR.

15.2 RETURN OF DOCUMENTATION TO CITY. The CONTRACTOR agrees to return to the CITY upon termination of this Agreement and in the same condition as received, all documents, drawings, photographs and other written or graphic material, however produced, received from CITY, its employees, consultants or agents, and used by the CONTRACTOR in the performance of its services hereunder, in accordance with directions of the CITY'S staff.

15.3 RETENTION OF RECORDS. The parties agree that for a period of two (2) years after furnishing services pursuant to this Agreement, the CONTRACTOR shall upon written request, make available to CITY this Agreement and its books, documents and records necessary to certify the nature and extent of its costs in providing such services.

ARTICLE 16 – CERTIFICATE OF NON-COLLUSION AFFIDAVIT

The CONTRACTOR shall execute the non-collusion affidavit attached hereto and incorporated herein as **Exhibit D**. The CITY reserves the right to require CONTRACTOR to insert into any of the Contract Documents a non-collusion affidavit in the form of **Exhibit D**.

ARTICLE 17 – CHANGES

The CITY may make changes within the general scope of services of the Contract. However, no changes will be made in the Scope of Services, the Time of Performance, the fees to be paid or other provisions that may affect the cost of any Project without prior written order of the CITY and the execution of a suitable Amendment to this Contract. Neither the CITY nor

the CONTRACTOR may authorize any substantive change in this Contract by oral or other directions intended to substitute for a written Contract Amendment.

ARTICLE 18 – NOTICE

All notices required or permitted to be given hereunder shall be deemed given on the date written notice is delivered personally or, if mailed in the manner hereinafter provided, two (2) business days after deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested and addressed as follows:

IF TO CITY:

City of Bellefontaine Neighbors, Missouri
Attention: Mayor Tommie Pierson, Sr.
9641 Bellefontaine Road
St. Louis, Mo. 63137

IF TO CONTRACTOR:

Either party may designate a different address or addresses for itself by notice similarly given. Any notice given by registered or certified mail shall be deemed to have been given on the third (3) day after the same is deposited in the mail, and any notice not so given shall be deemed to have been given upon receipt of the same by the party to whom the same is to be given.

ARTICLE 19 - CITY COMPLIANCE REQUIREMENTS

19.1 CONTRACTOR certifies that ___ percentage of their prospective employees for the Project have satisfactorily completed apprenticeship programs developed and operated in accordance with the policy recommendation, dated January 28, 1992, of the Federal Committee on apprenticeship, U.S. Department of Labor, Employment and Training Administration, Office of Work-based Learning, Bureau of Apprenticeship and Training, or the current equivalent program under the U.S. Department of Labor.

19.2 Consistent with CITY policy, CONTRACTOR will affirmatively encourage minority business enterprise and women’s business enterprise participation in contracts and programs which it administers for the Project with the object of increasing the participation by businesses owned or controlled by minorities and women and the CONTRACTOR will work with the CITY to assure that all reasonable efforts are made within the confines of the law which will aid in meeting this objective.

19.3 To the extent that it is required, the CONTRACTOR shall comply with Section 285.530 RSMo. regarding enrollment and participation in a federal work authorization program with respect to all persons working in connection with the services provided

under this Contract. and represents and warrants that it is in compliance with Section 285.530 at the time of the award of this Contract. CONTRACTOR shall provide a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program and that CONTRACTOR does not knowingly employ any person who is an unauthorized alien in connection with the Services to be performed pursuant to this Contract substantially in the form of the **Attachments A and B** to this Contract which shall be incorporated herein by this reference.

ARTICLE 20 – ACCEPTED BID

The City’s Request for Proposals dated August 6, 2021, and the City’s Bid Form dated November 4, 2021 are made a part of this CONTRACT and incorporated herein by reference and made a part of the CONTRACT respectively, as **Exhibit E** and **Exhibit F**. The Final Bid of the CONTRACTOR dated August 25, 2021, as amended by CONTRACTOR's Post-Bid Addendum dated January 4, 2022 shall be incorporated herein by reference and made a part of the CONTRACT as **Exhibit G**, to the extent it is not inconsistent with the CONTRACT. The CONTRACT, including but not limited to **Exhibits E** and **F**, shall prevail to the extent that **Exhibit G** is inconsistent with the CONTRACT and other Exhibits.

ARTICLE 21 – GENERAL CONDITIONS

21.1 ENTIRE AGREEMENT. This Contract contains the entire agreement with respect to the transactions contemplated herein and therein, and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning the same.

21.2 COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

21.3 HEADINGS. The headings in this Contract have been inserted for convenience of reference only, and shall not be deemed to modify or restrict any provision hereof, nor be used to construe any such provision.

21.4 GOVERNING LAW. This Contract shall be interpreted, construed, and governed according to the internal laws (and not the law of conflicts) of the State of Missouri.

21.5 VENUE. The situs of jurisdiction and venue for any litigation involving or arising from this contract shall be in St. Louis County, Missouri. The foregoing court shall have personal jurisdiction over the CONTRACTOR and jurisdiction over matters arising out of this Contract.

ARTICLE 22 – CHANGES OF VENUE

The parties to the Contract agree that venue shall lie exclusively in the Circuit Court of St. Louis County, State of Missouri, in the event of any litigation between them with regards to the matters encompassed by the Contract.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED IN FOUR (4) ORIGINAL COUNTERPARTS AS OF THE DAY AND YEAR LAST WRITTEN BELOW.

**CITY OF
BELLEFONTAINE NEIGHBORS, MO**

**(SEAL)
CONTRACTOR:**

Tommie Pierson, Mayor
City of Bellefontaine Neighbors, Missouri

Name
Company

Date

Date

WITNESS:

WITNESS:

Judy Mantych, Acting City Clerk
City of Bellefontaine Neighbors, Missouri

Title:

Date

Date

APPROVED AS TO FORM:

**CONTRACT AUTHORIZED BY CITY
OF BELLEFONTAINE NEIGHBORS
ORDINANCE:**

Dorothy White-Coleman, City Attorney
City of Bellefontaine Neighbors, Missouri

EXHIBIT A

**MUNICIPAL PARK GRANT COMMISSION GRANT AGREEMENT BY AND
BETWEEN THE MUNICIPAL PARK GRANT COMMISSION AND THE CITY OF
BELLEFONTAINE NEIGHBORS, MISSOURI DATED _____**

EXHIBIT B

RATE SCHEDULE

Principal	-	\$ ____/hour_
Associate Engineer	-	\$ _____
Associate Architect	-	\$ _____
Senior Prof. Engineer	-	\$ _____
Architect	-	\$ _____
Professional Engineer	-	\$ _____
Electrical Engineer	-	\$ _____
Mechanical Engineer	-	\$ _____
Construction Engineer	-	\$ _____
Architectural Engineer	-	\$ _____
Civil Engineer	-	\$ _____
Engineering Technician	-	\$ _____
Sr. Engineering Technician	-	\$ _____
Clerical	-	\$ _____
Survey Crew (3 man)	-	\$ _____
Survey Crew (2 man)	-	\$ _____

<u>Size</u>	<u>Color Plotting</u>	<u>Black and White</u>	<u>Bond</u>
	Vellum Mylar	Vellum Mylar	

EXHIBIT C

City of Bellefontaine Neighbors, Missouri Indemnification and Insurance Agreement – Frontenac Engineering Group, Inc., Contractor

1. To the fullest extent permitted by law, The Frontenac Engineering Group, Inc. (“CONTRACTOR”), agrees to indemnify, defend and hold harmless the CITY of Bellefontaine Neighbors, Missouri (“CITY”), its officers, agents, volunteers, lessees, invitees and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys’ fees, court costs, or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses were caused by the negligence or other wrongdoing of CONTRACTOR, or of any supplier or subcontractor, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of CITY or any of its agents or employees.

2. CONTRACTOR shall purchase and maintain the following insurance, at CONTRACTOR’s expense:

- Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR with a combined single limit of \$1,000,000 minimum.
- Workers Compensation insurance with statutorily limits required by any applicable Federal or state law and Employers Liability insurance with minimum limit of \$2,000,000 per accident.
- Professional Liability Insurance with limits of:

\$ 300,000 per individual per occurrence

\$2,000,000 per aggregate per occurrence

3. CONTRACTOR shall make CITY an additional insured on each policy of insurance that CONTRACTOR is required to maintain under the contract documents. CONTRACTOR agrees that CITY shall be provided at least sixty (60) days advance written notice of any cancellation or rescission of any policy that CONTRACTOR or any of its subcontractors or suppliers is required to maintain under the contract documents.

4. Prior to commencing work, CONTRACTOR shall provide CITY certificates of insurance evidencing the required coverages. CITY’s receipt or review of any certificate of insurance reflecting that CONTRACTOR or one of its subcontractors or suppliers has failed or may have failed to comply with any insurance requirement of the contract documents shall not

constitute a waiver of any of CITY's insurance rights under the contract documents, with all such rights being fully and completely reserved by the CITY.

5. No provision of this agreement shall constitute a waiver of the CITY's right to assert a defense based on the doctrines of sovereign immunity, official immunity, or any other immunity available under law.

6. If the CONTRACTOR maintains higher limits than the minimums required, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

7. Insurance required by this Agreement and supported by the additional insured endorsement shall be as broad as necessary to support the hold harmless requirement in this agreement or as broad as the indemnitor's insurance coverage, whichever is broader.

WITNESSETH:

City of Bellefontaine Neighbors, MO

Frontenac Engineering Group, Inc.

Mayor Tommie Pierson, Sr.

(Name and Title)

Date

Date

EXHIBIT D

CERTIFICATE OF NON-COLLUSION

STATE OF MISSOURI)
)SS
COUNTY OF ST. LOUIS)

_____, being first, duly sworn, deposes and says that he/she is the _____ of Frontenac Engineering Group, Inc. the party making the foregoing Agreement; that such Agreement is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Agreement is genuine and not collusive or sham; that said CONTRACTOR has not in any manner, directly or indirectly sought by Agreement, communication, or conference with anyone to fix the Agreement price of said CONTRACTOR or of any other contractor, or to fix any overhead, profit or cost element of such price, or to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained herein are true; and, further, that said CONTRACTOR has not directly or indirectly, submitted or divulged any information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said CONTRACTOR in his general business.

FRONTENAC ENGINEERING GROUP, INC.

BY: _____
SIGNATURE

PRINT NAME

TITLE

Subscribed and sworn before me this _____ day of February, 2022.

[NOTARY SEAL] _____

My Commission Expires _____

EXHIBIT E

Request for Proposals dated August 6, 2021



CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI
9641 BELLEFONTAINE ROAD
ST. LOUIS, MISSOURI 63137

Mr. Alden C. Manipula
Frontenac Engineering
2725 Sutton Blvd.
St. Louis, MO 63143

August 6, 2021

Subject: Gym Roof Structural Design for Repair – Request for Proposal

Mr. Manipula,

Mr. Mike Wiese has been in touch with you concerning deteriorating wood roof trusses in our Gymnasium. He has supplied your firm all drawings of our Rec Center generated by Hastings & Chivetta, the original architect. We are grateful to you and your firm for considering our request for design services in advance of our upcoming grant request later this month.

Through this e-mail, we just wanted to clarify what we're hoping to obtain from your firm on or before August 26th:

Engineering Design

We're hoping to obtain a proposal for design services associated with practical, cost-effective repair or replacement of our wood Gym roof trusses and exterior roofing materials. Exposing a portion of the top of the masonry wall on the east side reveals the interior & exterior masonry terminate at the same elevation. There is a vertical gap between masonry and the roof panels. This gap contains blanket insulation tacked on to wood furring. The exterior of the gap is closed with 2x10 or 2x12 lumber which also is the surface upon which the gutters are mounted.

The existing roof panel structure appears to use a structural insulated panel product like Armstrong Tectum. There is a little water damage evident on a small number of panels at the north end but most of the panels appear to be undamaged from the interior side. If truss replacement from above (craned into place) is the most prudent approach, requiring removal of the existing roof, it may be worth considering corrugated steel deck with acoustic sound deadening on the underside. Additionally, replacing the wood trusses with steel trusses (perhaps in tubular cross section) would be a reasonable substitute. At this point, we're anticipating CSI Categories General Conditions, Demolition, Roof Structure, Electrical (for 30 new LED fixtures & PA wiring), Masonry, Roofing & Painting to part of the work. If the trusses can be replaced from inside the building, the scope may shrink. The Gymnasium has a hardwood maple floor.

We are seeking a proposal from Frontenac Engineering to review the current design, including field visits, to evaluate options. The work would include discussion of those options with us prior to detailed design and finally generating drawings in sufficient quantity & detail to allow us to competitively bid the construction work. Concise specifications shown on the drawings are acceptable & preferred.

We're requesting this proposal be priced as a flat fee or on a time-and-materials, not-to-exceed basis.

Preliminary Estimate of Construction Cost

In order to anticipate what total costs could be, we would appreciate any preliminary, non-binding cost estimate you would be willing to provide at the same time on separate letterhead. While it is hoped this work – design and installation – can all be performed during our current fiscal year (July 21 thru June 22), it is possible we may have to break it into two portions to distribute its cost.

Construction Management

From what Mike indicated, Frontenac Engineering might be interested in managing construction on this project. If your firm would like to do so, we ask that you price or estimate that effort separately. At this point, we are anticipating bidding this work to reputable general contractors on a turnkey or near-turnkey basis.

If you have any questions and/or would like to visit the site please contact:

- Mr. Clayton Klein, City Engineer, (e-mail: cklein@cityofbn.com, tel 314-374-1448).
AND/OR
- Patrick Barrett, Planning & Zoning (e-mail: pbar21@charter.net, tel 314-388-2439).

Sincerely,

Patrick Barrett
Chairman, Planning & Zoning

Cc: Clayton Klein – Bellefontaine Neighbors, City Engineer
Mike Wiese – Wiese Consulting Group
James Kirincich – Bellefontaine Neighbors, Director of Parks & Recreation

EXHIBIT F

City Bid Form dated November 4, 2021

EXHIBIT G

**Final CONTRACTOR Bid dated August 25, 2021, as amended by Post-Bid
Addendum dated January 4, 2022**

ATTACHMENT A

FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM

Pursuant to Missouri Revised Statute §285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri political subdivision must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted Services being provided, or to be provided, to the City (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the Services being provided, or to be provided, to the City.

Accordingly, you:

a) agree to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto and deliver the same to the City prior to or contemporaneously with the execution of your contract with the City;

b) affirm you are enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the Services being provided (to the extent allowed by E-Verify), or to be provided, by you to the City;

c) affirm that you are not knowingly employing any person who is an unauthorized alien in connection with the Services being provided, or to be provided, by you to the City;

d) affirm you will notify the City if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute §285.530, or any regulations issued thereto;

e) agree to provide documentation of your participation in E-Verify to the City prior to or contemporaneously with the execution of your contract with the City (or at any time thereafter upon request by the City), by providing to the City an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;

f) agree to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute §285.530; and

g) agree that any failure by you to abide by the requirements a) through f) above will be considered a material breach of your contract with the City.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

ATTACHMENT B

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by _____ and have authority to issue this affidavit.
3. I am enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to any employees working in connection with the services I am providing to, or will provide to, the City, to the extent allowed by E-Verify.
4. I do not knowingly employ any person who is an unauthorized alien in connection with the services I am providing to, or will provide to, the City.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For: _____ (company name)

Title: _____

Subscribed and sworn to before me on this ____ day of _____, 20 ____.

NOTARY PUBLIC

My commission expires:

July 2021 through December 2021

	GENERAL FUND	CAPITAL IMP FUND	DEBT SERVICE FUND	BOND FUND	SEWER FUND
Income					
4001 · TAXES	1,597,530	-	-	-	-
4010 · GROSS RECEIPTS TAXES	579,756	398,197	603,812	-	-
4020 · LICENSES	4,123	-	-	-	-
4040 · COURT FINES AND FEES	41,311	-	-	-	-
4050 · PERMITS	41,594	-	-	-	-
4060 · REC CENTER INC	39,561	-	-	-	-
4062 · WATER PAY AS YOU GO	3,848	-	-	-	-
4090 · OTHER INCOME	14,514	1,592	171	40	-
4097.2 · AMERICAN RESCUE PLAN ACT FUNDS	1,048,982	-	-	-	-
4199 · STREET PROJECTS INCOME	-	-	-	-	-
Total Income	3,371,221	399,789	603,983	40	-
Gross Profit	3,371,221	399,789	603,983	40	-
Expense					
5000 · ADMINISTRATION	791,080	6,646	170,513	-	-
5028 · FUEL	63,891	-	-	-	-
5100 · BUILDING	14,134	-	-	-	-
5200 · POLICE DEPT	494,592	35,183	-	-	-
5300 · STREET DEPT	152,478	37,027	-	-	-
5400 · COURT DEPT	9,281	-	-	-	-
5500 · RECREATION CENTER	200,890	100,982	-	-	-
5518 · AQUATICS	46	-	-	-	-
5599 · STREET PROJECTS EXPENSE	-	-	-	-	-
5610 · POLICE-CAP IMP	14,097	-	-	-	-
5620 · STREET-CAP IMP	25,476	-	-	-	-
5630 · REC CEN/PARK-CAP IMP	12,697	-	-	-	-
Total Expense	1,778,663	179,838	170,513	-	-
Net Income	1,592,557	219,951	433,470	40	-
FUND BALANCE, DECEMBER 31	2,437,371	1,817,369	203,073	934,379	410,078