

NOTE: THE BOARD OF ALDERMEN MEETING WILL BE HELD **IN-PERSON**
AND VIRTUALLY VIA ZOOM (link is below).

Please note, individuals may attend in-person or virtually via Zoom. Doors will open 30 minutes prior to the start of each meeting.

Please click this URL to join. <https://us02web.zoom.us/j/82609368744>; Webinar ID: 826 0936 8744

Or One tap mobile:

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Persons interested in making their views known on any matter on the agenda should send an email with their comments to the City Clerk at ifrazier@claytonmo.gov. All comments received will be distributed to the entire Board before the meeting.

CITY OF CLAYTON BOARD OF ALDERMEN
DISCUSSION SESSION – 6:30 P.M.
TUESDAY, OCTOBER 8, 2024
CITY HALL ADMIN. CONFERENCE RM, 2ND. FL
10 N. BEMISTON AVENUE
CLAYTON MO 63105

1. University of Missouri, MU Extension update.

CITY OF CLAYTON BOARD OF ALDERMEN
TUESDAY, OCTOBER 8, 2024 – 7:00 P.M.
CITY HALL COUNCIL CHAMBERS, 2ND FL
10 N. BEMISTON AVENUE
CLAYTON, MO 63105

ROLL CALL

PUBLIC REQUESTS & PETITIONS

CONSENT AGENDA

1. Minutes – September 24, 2024
2. Motion - Liquor License for Rooster at 176 Carondelet Plaza.
3. Motion - Board and Commissions appointment(s).
4. Motion - 2025 Board of Aldermen Meeting dates.

CITY MANAGER REPORT

1. Ordinance – Monument maintenance contract. (Bill No. 7042)
2. Resolution – Adoption of the Livable Communities Master Plan (Res. No. 2024-18)
3. Resolution – Green Dining Alliance Program (Res. No. 2024-19)
4. Mayor’s Commemorative Landscape Task Force recommendation – First Baptist Church.

5. Mayor's Commemorative Landscape Task Force recommendation – Osage Nation.
ADJOURNMENT

Subject to a motion duly made in open session and a roll call vote pursuant to Section 610.022 the Board of Aldermen may also hold a closed meeting, with a closed vote and record for one or more of the reasons as authorized by Section 610.021(1), (2) and (3) Revised Statutes of Missouri, relating to legal issues, real estate and/or personnel, negotiation of a contract pursuant to Section 610.021 (9)(12) RSMO., proprietary information pursuant to Section 610.021(15), and/or information related to public safety and security measures pursuant to Section 610.021(18) and (19) RSMO.

Agenda topics may be added or deleted at any time prior to the Board of Aldermen meeting without further notice. To inquire about the status of agenda topics, call 290.8469. Individuals who require an accommodation (i.e., sign language, interpreter, listening devices, etc.) to participate in the meeting should contact the City Clerk at 290.8469 or Relay Missouri at 1.800.735.2966 (TDD) at least two working days prior to the meeting.

THE CITY OF CLAYTON

Board of Aldermen
In-Person and Virtual Meeting
September 24, 2024
7:11 p.m.

MINUTES

Mayor Harris called the meeting to order and requested a roll call. The following individuals were in attendance:

In-person: Bridget McAndrew, Gary Feder, Rick Hummell, Jeff Yorg, and Mayor Michelle Harris.

Staff: City Manager Gipson (virtual), City Attorney O'Keefe, City Clerk Frazier, Assistant City Manager Muskopf (virtual); Anna Krane, Director of Planning

Absent: Susan Buse and Becky Patel

PUBLIC REQUESTS AND PETITIONS

None

AN ORDINANCE SETTING THE TAX YEAR 2024 PROPERTY TAX LEVIES FOR FISCAL YEAR 2025 BUDGET – 2nd READING

City Manager Gipson reported that as part of the property tax levy process, the Board held a public hearing to seek public input on the proposed tax rates on September 10, 2024. Below, please find the proposed calendar year 2024 property tax levy recommendations for Budget Year 2025.

The City has received updated assessed value information from the County Assessor now that the Board of Equalization process is complete. Staff has updated the calculations accordingly. Residential assessed values and new construction increased, commercial assessed values decreased, and commercial new construction remained unchanged from the Board of Equalization process. The levies have been revised to reflect these values as shown redlined in the Board's packet. An amendment to the ordinance will be needed to accept the levy changes from the previous reading and a redlined version of the amended bill is included.

Motion made by Alderman McAndrew to amend Bill No. 7040, by the text of Bill No. 7040.1 as provided for in the Board packet. Alderman Feder seconded.

The motion passed unanimously on a voice vote.

Alderman McAndrew introduced Bill No. 7040.1, approving an Ordinance Setting the Tax Year 2024 Property Tax Levies for the FY2025 Budget to be read for the second time by title only. Alderman Feder seconded.

City Attorney O'Keefe reads Bill No. 7040.1, second reading, an Ordinance Levying and Establishing the Rate of Annual Taxes for General Municipal Purposes; Police Building Debt Service; General Obligation Debt Service; And Special Business District Purposes to Be Collected by the City of Clayton,

Missouri, for the Year 2024 by title only.

The motion passed on a roll call vote: Alderman McAndrew – Aye; Alderman Feder – Aye; Alderman Hummell – Aye; Alderman Yorg – Aye; and Mayor Harris – Aye. The bill, having received majority approval, was adopted, and became Ordinance No. 6902 of the City of Clayton.

AN ORDINANCE FOR THE FISCAL YEAR 2025 OPERATING AND CAPITAL IMPROVEMENTS BUDGET—2nd READING

City Manager Gipson reported that in August, the Board of Aldermen received the City Manager's proposed Fiscal Year 2025 Operating and Capital Improvements Budgets. As part of the budget process, the Board held a public hearing to seek public input on September 10 and tonight we will have the 2nd reading for consideration for adoption of the budget.

Alderman McAndrew introduced Bill No. 7041, an Ordinance Approving the FY2025 Operating & Capital Improvement Budget to be read for the second time by title only. Alderman Feder seconded.

City Attorney O'Keefe reads Bill No. 7041, second reading, An Ordinance Adopting an Annual Budget for Fiscal Year 2025 Commencing on October 1, 2024, and Appropriating Funds Pursuant Thereto by title only.

The motion passed on a roll call vote: Alderman McAndrew – Aye; Alderman Feder – Aye; Alderman Hummell – Aye; Alderman Yorg – Aye; and Mayor Harris – Aye. The bill, having received majority approval, was adopted, and became Ordinance No. 6903 of the City of Clayton.

A PUBLIC HEARING AND A RESOLUTION FOR A CONDITIONAL USE PERMIT AT 176 CARONDELET PLAZA FOR A RESTAURANT D/B/A ROOSTER

Mayor Harris opened the public hearing and requested proof of publication.

City Manager Gipson reported that this is a public hearing to consider an application for a Conditional Use Permit submitted by Craig LaBoube, Kaemmerlen Facility Solutions d/b/a Rooster, to allow for the operation of a 6,266 square foot restaurant.

The subject property is located on the south side of Carondelet Plaza, just east of South Hanley Road. The property has a zoning designation of Planned Unit Development (PUD). The site is currently developed with a mixed-use commercial, office, and residential structure. The selected commercial space was previously home to Whitebox Eatery and Golftec.

Dave Bailey, owner, was in attendance and addressed the Board to answer questions.

Mayor Harris closed the public hearing.

Motion made by Alderman McAndrew to approve Resolution No. 2024-16, granting a Conditional Use Permit for 176 Carondelet Blvd, d/b/a Rooster Restaurant. Alderman Feder seconded.

The motion passed unanimously on a voice vote.

CONSENT AGENDA

1. Minutes – September 10, 2024

Motion made by Alderman McAndrew to approve the Consent Agenda. Alderman Feder seconded.

The motion passed on a roll call vote: Alderman McAndrew – Aye; Alderman Feder – Aye; Alderman Hummell – Aye; Alderman Yorg – Aye; and Mayor Harris – Aye.

PRESENTATION AND REPORT ON CLAYTON'S MUNICIPAL COURT

Judge Stephen Strum, Clayton Municipal Court, provided the board with a presentation and an annual report on the municipal court.

A RESOLUTION AND A CONDITIONAL USE PERMIT AMENDMENT FOR 6344 AND 6350 S. ROSEBURY AVENUE KNOWN AS SEEDZ CAFÉ AND SEEDZ PROVISIONS

City Manager Gipson reported that this is a request to consider an application for a Conditional Use Permit (CUP) transfer and amendment submitted by The Krolmeister Group LLC, *d/b/a* SEEDZ Plant-Based Food and Bev. The new owner of Seedz Café and Seedz Provisions is requesting transfer of the existing CUP for Seedz Café and to amend the CUP to include Seedz Provisions. The existing restaurant space measures approximately 800 square feet. Seedz Provisions measures 325 square feet.

Motion made by Alderman McAndrew to approve the Conditional Use Permit transfer and amendment for Seedz Restaurant located at 6344 and 6350 S. Rosebury Avenue. Alderman Feder seconded.

The motion passed unanimously on a voice vote.

PRESENTATION ON THE DIA DE LOS MUERTOS/DAY OF THE DEAD EVENT PROPOSAL

Gary Carter, Director of Economic Development provided a presentation to the Board on the Dia De Los Muertos/Day of the Dead event proposal.

Alisa Bender, Director, Hispanic Festival Inc. was in attendance and addressed the Board to answer questions.

Elizabeth Green, resident addressed the Board commenting that she is very supportive of the proposed event and inquired as to traffic, vendors, and parking.

The Board was in consensus for staff to move forward with the event.

OTHER

Alderman McAndrew reported on the following:

- Plan Commission
 - Washington University/Concordia Seminary overlay – Concordia Seminary presented proposed plans – informational only; no vote was taken
- School District of Clayton Steering Committee – met on the long-range master plan
- CRSWC

- Approved the contract with Midwest Pool Management for lifeguards

Alderman Feder reported on the following:

- Attended the Clayton Community Foundation Board/Founders Reunion; Hanley House Festival
- Ward 3 Coffee was very well attended – approximately 25 people participated

Alderman Hummell reported on the following:

- Attended the Plan Commission meeting – large public attendance with overflow into a second conference room
- Wydown Terrace Association held its annual picnic; Hi-Pointe DeMun picnic is scheduled for next month
- Ward 1 Coffee is scheduled for October 5 to be held at the Concordia Seminary campus
- Future discussion on DeMun traffic issues

Alderman Yorg reported on the following:

- Ward 2 Coffee was held at Oak Knoll Park
- Washington University/Concordia Seminary
 - Neighborhood meetings regarding the Overlay proposal

Mayor Harris reported on the following:

- Washington University/Concordia Seminary
 - Talking with various citizens on the overlay proposal
 - Ribbon cutting – Tailored Gents (formerly Saville Row)

Motion made by Alderman McAndrew to adjourn the meeting. Alderman Feder seconded.

The motion passed unanimously on a voice vote.

There being no further discussion the Board adjourned at 8:16 p.m.

Mayor

ATTEST:

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
KAREN DILBER, DIRECTOR OF FINANCE
DATE: OCTOBER 08, 2024
SUBJECT: MOTION - A LIQUOR LICENSE FOR SECOND STREET SANDWICHES IN
CLAYTON *D/B/A* ROOSTER AT 176 CARONDELET PLAZA

Second Street Sandwiches in Clayton *dba* Rooster is requesting a liquor license to sell all kinds of intoxicating liquor at retail by the drink, including Sunday at 176 Carondelet Plaza.

The Police Department has completed its review of the application and supports the issuance of the requested license. The Planning and Development department has approved the application with no objections.

The applicant has chosen not to submit a petition from surrounding property owners and first floor tenants. As a result, they are aware that this application must have a super majority vote of five Board members in order to be approved. Staff has requested that a representative attend the meeting.

Recommended Action: Staff recommends passing a motion to approve the liquor license to sell all kinds of intoxicating liquor at retail by the drink, including Sunday.



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
JUNE FRAZIER, CITY CLERK
DATE: OCTOBER 8, 2024
SUBJECT: APPOINTMENT(S) TO THE BOARDS AND COMMISSIONS

The following individual has expressed interest in being appointed to or continuing to serve as a member of the following Boards or Commissions of the City. Mayor Harris has reviewed and agrees with the recommendation for appointment to the respective Board or Commission and, therefore, submits the following nominations for the Board's consideration.

Board of Adjustment

Anna Etzkorn *Ward 2 (new appointment for a 3-yr term through June 30, 2027)*

Recommendation: To consider the appointment.



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER (DG)
JUNE FRAZIER, CITY CLERK

DATE: OCTOBER 8, 2024

SUBJECT: MOTION – YEAR 2025 BOARD OF ALDERMEN MEETING SCHEDULE

The 2025 Board of Aldermen meeting schedule is presented for approval prior to posting. The following calendar dates are scheduled:

January 14, 2025	July 8, 2025
January 17, 2025 (Strategic Planning Session)	July 18, 2025 (Strategic Planning Session)
January 28, 2025	July 22, 2025
February 11, 2025	August 12, 2025
February 21, 2025 (Strategic Planning Session)	August 15, 2025 (Strategic Planning Session)
February 25, 2025	August 26, 2025
March 11, 2025	September 9, 2025
March 21, 2025 (Strategic Planning Session)	September 19, 2025 (Strategic Planning Session)
March 25, 2025	September 23, 2025 – <i>Rosh Hoshana</i> <i>Alternate dates: 9/16, 9/30</i>
April 8, 2025	October 14, 2025
April 18, 2025 (Strategic Planning Session)	October 17, 2025 (Strategic Planning Session)
April 22, 2025	October 28, 2025
May 13, 2025	November 11, 2025
May 16, 2025 (Strategic Planning Session)	November 21, 2025 (Strategic Planning Session)
May 27, 2025	November 25, 2025
June 10, 2025	December 9, 2025
June 20, 2025 (Strategic Planning Session)	December 19, 2025 (Strategic Planning Session)
June 24, 2025	December 23, 2025

Recommendation: To approve by motion the 2025 Board of Alderman meeting dates.



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
MATT MALICK, P.E., DIRECTOR OF PUBLIC WORKS
DATE: OCTOBER 8, 2024
SUBJECT: ORDINANCE - A CONTRACT WITH THE HARLAN COMPANY FOR THE MONUMENT MAINTENANCE CONTRACT FY2024

The Public Works Department is requesting approval of a construction contract for the Monument Maintenance Contract FY24 project with The Harlan Company. This project includes preventive maintenance, repair, and reconstruction of various subdivision monuments under City maintenance throughout the city. The project also includes repairs for a stone retaining wall along Maryland Ave. and repairs to a brick wall along the City parking lot at 103 N. Central Ave.

Two bids were opened on August 30, 2024, and The Harlan Company submitted the lowest, responsive, responsible Base Bid in the amount of \$393,026 (Exhibit A). The final engineer's estimate for this work was \$334,908. The second low bid came from Leonard Masonry at \$610,799.16. In order to stay within the funds budgeted for monument repairs in FY24 & FY25, the repair and/or reconstruction of four (4) monuments are recommended for removal from the project award. We would plan to address these locations with a project in FY2026. The Harlan Company has agreed to honor its bid as submitted with the proposed reduction in the Scope of Services (Exhibit C) described above. Staff will plan to add the removed monuments if savings are realized in other areas based on revised scopes of work due to field conditions.

City Staff recommends approval of the construction contract with The Harlan Company for \$324,754. In addition to the contract amount, the City Staff requests authorization to approve change orders in an amount not to exceed \$10,154.00 to be used to cover expenditures to correct unknown site issues that become apparent during the project.

STAFF RECOMMENDATION: To approve the ordinance authorizing a contract with The Harlan Company in the amount of \$324,754.00 plus a contingency of \$10,154.00, totaling **\$334,908.00** for the Monument Maintenance Contract FY24

BILL NO. 7042

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT WITH THE HARLAN COMPANY FOR THE MONUMENT MAINTENANCE CONTRACT FY24

WHEREAS, the City desires to have preventive maintenance, repairs, and reconstruction of subdivision monuments and retaining walls for which the City has maintenance responsibility completed, and

WHEREAS, upon request and advertisement for bids, The Harlan Company was found to be the lowest, responsive, responsible bidder for the Monument Maintenance Contract FY24;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI AS FOLLOWS:

Section 1. The Board of Aldermen approves on behalf of the City a contract with The Harlan Company for construction services in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, and change orders approved by the Director of Public Works in a cumulative amount not to exceed **\$334,908.00**, together with such document changes 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 Manager and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

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

Passed this 8th day of October 2024.

Mayor

ATTEST:

City Clerk

CITY-CONTRACTOR AGREEMENT

This Agreement is made and entered into the ____ day of _____, 20__, by and between the City of Clayton, Missouri (hereinafter the "City") and _____, a Corporation with offices at _____, (hereinafter the "Contractor"). The project shall be identified as **MONUMENT MAINTENANCE CONTRACT FY24**, Project No.: **2024.PW.41.400**

WITNESSETH:

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 Invitation for Bids and Bid Specifications previously issued by the City for the Work and Contractor's submission in response thereto, the General Conditions of City-Contractor Agreement, Non-Collusion Affidavit, Performance and 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 made 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. This Contract cannot be modified except by duly authorized and executed written amendment.

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 contractor has special skills which qualify contractor to perform the Work in accordance with the Contract and that contractor

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 this 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 **Three sixty five (365) days** consecutive calendar days from and including the date of said written Notice to Proceed.

ARTICLE IV - The Contract Sum and Payments

Based upon Applications for Payment and an Invoice duly delivered by the Contractor to the City by the twentieth day of the month for work performed, in accordance with the Contract, the City shall pay the Contractor for the performance of the Work, the sum of _____ (the "Contract Sum") as follows:

- (a) On or about the tenth day of each following month, ninety five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and ninety five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth of the preceding month, less the aggregate of all previous progress payments;
- (b) Within thirty (30) days of substantial completion of the Work, a sum sufficient to increase the total payments to ninety five percent (95%) of the Contract Sum; and
- (c) Final payment within thirty (30) days after the Work is certified by the City as fully completed and accepted by the City including any required documentation.

- (d) The foregoing schedule shall not apply if contrary to federal funding requirements or unless funds from a state grant are not timely received.
- (e) Estimates of work performed and materials delivered shall be finally determined by the City.
- (f) The foregoing retainage amounts are agreed to be required to ensure performance of the Contract.
- (g) Payment shall be deemed made when mailed or personally delivered, whichever is earlier.

ARTICLE V - Performance of the Work

- (a) Within fourteen (14) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the City's approval (1) a **Construction Schedule** for the Work in a bar chart format which Construction Schedule shall indicate the dates for starting and completing the various stages of construction on a street by street basis and (2) a **Traffic Control Plan** indicating the location of all proposed signage, detours, road closures throughout the project which adequately address the traffic control plan of the proposed work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices (Millenium Edition) developed by the Federal Highway Administration. 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 by the Director of Public Works to substantially finish portions of the Work prior to continuation of further work remaining on the project, including backfilling, paving, sodding or cleanup.
- (b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of this 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 **\$250.00** 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 or other relief shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefor 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 Sum being adjusted accordingly. All such changes in the Work shall be executed under the General 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 Sum 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 Sum 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 Sum 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

(a) If the Contractor is adjudged insolvent or 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 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 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, 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 Sum 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 Sum, 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 therefor, 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. In the event of termination, under this paragraph (b) the Contract Sum shall be reduced by the percentage of work not completed on the date of termination.

ARTICLE IX - Contractor's Insurance

Contractor's insurance shall be endorsed to cover the contractual liability of the Contractor under the General Conditions referring to Property Insurance.

ARTICLE X - Indemnities

- (a) **Liability**: Contractor indemnifies, defends, and holds the City harmless for all third party claims or suits for libel, slander, property damage, and bodily injury, including death, because of the Contractor's negligence, general liability or product liability that arise out of the Project or anyone directly or indirectly employed by the Contractor or anyone for whose acts the City may be liable, regardless of whether caused in whole or in part by the City's negligence. These obligations include all judgments or awards recovered from the claims or suits, including court costs and attorney fees.
- (b) **Professional Liability**: Contractor indemnifies and holds the City harmless for all third-party claims or suits for damages, including consequential or economic damages, to the extent caused by the negligent acts, errors or omissions of the Contractor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in performing professional services under this Agreement. These obligations include all judgments or awards recovered from the claims or suits, including court costs and attorney fees.

(c) Other Indemnities: Contractor indemnifies, defends, and holds the City harmless for all third-party claims or suits for fines, penalties, liquidated damages or any other damages of whatsoever nature to the extent caused by the negligence or wrongdoing of the Contractor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. These obligations include all judgments or awards recovered from the claims or suits, including courts costs and attorney fees.

(d) Contractor agrees that its indemnity obligations set forth in this Article will not be affected in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the City, the Contractor, or any of the subcontractors under workers' compensation acts, employer's liability insurance, or other employee benefit acts.

ARTICLE XI - Insurance

(a) Except to the extent set forth in Section (b) of this Article, the Contractor will purchase and maintain the following insurance to cover its operations under this Agreement without limiting the liability of the Contractor under this Agreement. This insurance will be provided by insurance companies acceptable to the City and licensed to do business in each jurisdiction where the Work is performed.

1. Workers' Compensation Insurance in full compliance with workers' compensation laws of the State of Missouri together with Employer's Liability Coverage with minimum limits of liability in the amount of \$3,400,000.00 for each accident and each disease.

2. Commercial Automobile Liability Insurance under Form CA 00 01, covering all owned hired, and non-owned vehicles, with minimum combined single limits of liability of \$3,400,000 for each accident.

3. Commercial General Liability Insurance, and, if necessary, excess liability insurance on a "true following-form" basis, all of which is written on an occurrence basis, with the following minimum limits of liability:

General Aggregate	\$3,400,000.00
Products/completed operations aggregate	\$3,400,000.00
Personal and advertising injury	\$3,400,000.00
Each occurrence	\$3,400,000.00
Fire damage legal liability	\$3,400,000.00
Medical expenses	\$ 5,000.00

4. Professional Liability Insurance with minimum limits of liability of \$3,400,000.00 each claim, \$3,400,000.00 aggregate.

5. Owner's and Contractor's Protective Liability Policy, including Death \$3,400,000.00 each occurrence; Property Damage \$3,400,000.00 each occurrence, \$3,400,000.00 aggregate.

(b) The Commercial General Liability and the Commercial Automobile Liability Insurance coverages and their respective limits set forth in Section (a) of this Article are being explicitly required and obtained to insure the indemnity obligations set forth in Section (a) of Article X to meet the requirements of § 434.100.2(8) R.S.Mo. The parties further acknowledge that the cost of these insurance coverages is included in the Contract Price and that the limits and coverages afforded by them is the Contractor's total aggregate liability under the indemnity obligations set forth in Section (a) of Article X.

(c) Contractor's Commercial Automobile Liability, Commercial General Liability, and Professional Liability policies – and any excess policies necessary to meet the required limits – will include contractual liability coverage. The City of Clayton, its officers, boards, board members, commissions, commissioners, agents, and employees will be named as an additional insured on the Contractor's Commercial General Liability policy by using ISO Additional Insured Endorsement (Form B), CG 20 10 11 85. The Commercial General Liability, Commercial Automobile Liability and required excess policies will include a severability or cross-liability

clause and such insurance will be endorsed to make such insurance primary with respect to any applicable insurance maintained by the City. The Contractor's Workers' Compensation and Employer's Liability policy will include the Owner as an alternate employer by using ISO Alternate Employer WC 00 03 01A.

(d) Contractor waives any rights of subrogation under its Professional Liability Insurance policy for the City's benefit and is doing so before commencing any of the Work.

(e) Contractor will furnish an insurance certificate to Owner evidencing that it has met the insurance requirements of this Article, including attaching the requisite additional insured, primary and alternate employer endorsements. These documents must be provided before beginning the Work and upon each renewal of the coverage during the performance of the Work. The certificate will provide that thirty-days written notice will be given to City before any policy is canceled. Contractor will give written notice to City as soon as it receives written notice of cancellation from any of its insurance carriers. The certificate of insurance must clearly designate the name of the Project.

ARTICLE XII - The Work

The Contractor shall furnish all labor, materials and equipment necessary to repair the streets and alleys within the project limits. The Scope of Work includes improvements to various locations within the City and provides for the cleaning, inspection, maintenance, repair, and reconstruction of various monuments throughout the City of Clayton and other incidental items as indicated in these specifications.

ARTICLE XIII - Notices

Any notice hereunder shall be personally delivered or mailed, postage prepaid, by certified mail, return receipt requested addressed to:

City of Clayton
10 N. Bemiston Avenue
Clayton, Missouri 63105
Attention: Public Works Department

or to Contractor at:

CONTRACT SIGNATURE PAGE

* In making out this form the proper name and title should be used. For example, if the Contractor is a corporation and this form is to be executed by its president, the words President should be used under Title. Attestation should be done by the Secretary of the Corporation.

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

CITY OF CLAYTON

By: _____
City Manager

(SEAL)

Attest:

City Clerk

DATE: _____

By: _____
Contractor

Title

(SEAL)

Attest:

DATE: _____

FORM OF CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter
(Corporation, Partnership, or Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

herein after called Surety, are held and firmly bound unto

CITY OF CLAYTON, ST. LOUIS COUNTY, MISSOURI
(Name of OWNER)

10 N. BEMISTON AVE., CLAYTON, MISSOURI 63105
(Address of OWNER)

Hereinafter called OWNER, in the penal sum of _____ Dollars(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20_____, a copy of which is hereto attached and made a part hereof for the construction of:

MONUMENT MAINTENANCE CONTRACT FY24

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one (1) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void: otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed hereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, Bond shall guarantee the faithful performance of the prevailing wage. Contractor shall pay not less than the prevailing wage included herein to all workers performing work under the contract.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20____.

ATTEST:

(Principal) Secretary

(SEAL)

Principal

By: _____

Witness as to Principal

(Address)

(Address)

Surety

ATTEST:

(Surety) Secretary

(SEAL)

By: _____
Attorney-in-Fact

Witness as to Surety

(Address)

(Address)

NOTE: Date of bond must not be prior to date of contract. If CONTRACTOR is partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

FORM OF CONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF CLAYTON, ST. LOUIS COUNTY, MISSOURI
(Name of OWNER)

hereinafter called OWNER, in penal sum of _____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20_____, a copy of which is hereto attached and made a part hereof for the construction of:

MONUMENT MAINTENANCE CONTRACT FY24

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, Bond shall guarantee the faithful performance of the prevailing wage. Contractor shall pay not less than the prevailing wage included herein to all workers performing work under the contract.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20_____.

ATTEST:

(Principal) Secretary

Principal

(SEAL)

By: _____

Witness as to Principal

(Address)

(Address)

Surety

ATTEST:

(Surety) Secretary

(SEAL)

By: _____

Witness as to Surety

Attorney-in-Fact

(Address)

(Address)

NOTE: Date of bond must not be prior to date of contract. If CONTRACTOR is partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

GENERAL CONDITIONS OF CITY-CONTRACTOR AGREEMENT

ARTICLE 1 - CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 The Contract Documents. The Contract Documents consists of the Invitation for Bids and Bid Specifications previously issued by the City for the Work and Contractor's submission in response thereto, the City-Contractor Agreement, General Conditions of the City-Contractor Agreement, Non-Collusion Affidavit, the Performance and Payment Bond, the Drawings, the Technical Specifications, the Construction Schedule, all Addenda and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, or (2) a Change Order.

1.1.2 The Contract. The Contract documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, both written and oral, including the bidding documents. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1.

1.1.3 The Work. The term Work includes all labor necessary to complete the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 Notice to Proceed. The written notice from the City notifying the Contractor of the date on or before which Contractor is to begin prosecution of the work.

1.1.6 Standard Specifications: The St. Louis County Standard Specifications for Highway Construction (Jan. 1, 1997 edition).

1.1.7 Substantial Completion: The state in the progress of the Work when the Work or a designated portion thereof is sufficiently complete in accordance with the Contract Documents so the City can reasonably occupy or utilize the Work for its intended use.

1.2 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS

1.2.1 The Contract Documents shall be signed in not less than triplicate by the City and Contractor.

1.2.2 The Contractor represents that Contractor has visited the site, become familiar with the local conditions under which the Work is to be performed, and correlated any observations with the requirements of the Contract Documents.

1.2.3 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Subparagraph 3.3 necessary for

execution and completion of the Work. Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings.

1.3 COPIES FURNISHED AND OWNERSHIP

1.3.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished a maximum of six (6) copies, free of charge, of the Drawings and Specifications for the execution of the work.

1.3.2 All Drawings, Specifications and copies thereof furnished by the City are and shall at all times remain property of the City. Such documents shall not be used on any other project.

ARTICLE 2 - CITY

2.1 DEFINITION

2.1.1 The term City means the City or its authorized representative.

2.2 CITY'S RIGHT TO STOP THE WORK

2.2.1 If the Contractor fails to correct defective Work or fails to supply materials or equipment in accordance with the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

2.3 CITY'S RIGHT TO CARRY OUT THE WORK

2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Contract, the City may, after seven (7) days' written notice to the Contractor and without prejudice to any other remedy City may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City promptly upon request.

ARTICLE 3 - CONTRACTOR

3.1 DEFINITION

3.1.1 The Contractor is the person or organization identified as such in the City-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or Contractor's authorized representative. The Contractor shall not subcontract except in accordance with the terms of this Agreement.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 The Contractor shall supervise and direct the Work, using his best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

3.3 LABOR, MATERIALS AND EQUIPMENT

3.3.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.3.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. If the City reasonably objects to any person employed by the Contractor, the employee shall be immediately dismissed from the Work.

3.3.3 The Contractor shall execute and complete the Work in such a manner that avoids jurisdictional and other disputes among labor unions.

3.3.4 The Contractor shall comply with, and is bound by, the provisions of Missouri statutes pertaining to the payment of wages on public works projects contained in sections 290.210 through 290.340 (RSMo 2000), and any amendments thereto, including, but not limited to the following:

- 1) In accordance with section 290.250, the Contractor shall not pay less than the prevailing hourly rate of wages specified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards to all workers performing Work under the Agreement.
- 2) In accordance with section 290.250, the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each worker employed for each calendar day, or portion thereof, such worker is paid less than the said stipulated rates for any Work done under the Agreement, by him or by any Subcontractor under him and shall include provisions in all bonds guaranteeing the faithful performance of said prevailing hourly wage clause.
- 3) In accordance with section 290.265, the Contractor shall post a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed to complete the Work in a prominent and easily accessible place at the site of the Work and such notice shall remain posted during the full time that any workers shall be employed on the Work.
- 4) Certified payrolls shall also be submitted prior to final payment for all Work completed by the Contractor or Subcontractors.
- 5) In accordance with section 290.290, before final payment is made an affidavit must be filed by the Contractor stating that he has fully complied with the prevailing wage law. No payment shall be made unless and until this affidavit is filed therewith in proper form and order.

3.4 WARRANTY

3.4.1 The Contractor warrants to the City that all materials and equipment furnished under the Contract and incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract

Documents. All Work not so conforming to these standards shall be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of all materials and equipment.

3.5 PERMITS, FEES AND NOTICES

3.5.1 The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work.

3.5.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City in writing and any necessary changes shall be adjusted by appropriate Modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the City, the Contractor shall assume full responsibility thereof and shall bear all costs attributable thereto.

3.6 SUPERINTENDENT

3.6.1 This person shall be a non-working superintendent who will be responsible for the satisfactory progression of the work and to ensure that all work is being completed in accordance with the plans and specifications. This person is also to relay any conflicts or discrepancies that arise in the plans to the City's representative for resolution or interpretation. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor.

3.7 RESPONSIBILITY FOR THOSE PERFORMING THE WORK

3.7.1 The Contractor shall be responsible to the City for the acts and omissions of all his employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a Contract with the Contractor.

3.8 DRAWINGS AND SPECIFICATIONS AT THE SITE

3.8.1 The Contractor shall maintain at the site for the City one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, in good order and marked to record all changes made during construction. The Drawings, marked to record all changes made during construction, shall be delivered to the City upon completion of the Work. The Contractor shall also maintain on the project site a survey level, legs, and rod at all times, which are deemed adequate by the project engineer.

3.9 CLEANING UP AND STORAGE

3.9.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. The Contractor shall not "stockpile" any material on the jobsite and all excavated material shall be hauled off the site at the time of excavation. However, stockpiling of materials delivered and used on the same day will be allowed if all materials are in place or removed at the end of the day.

3.9.2 In conjunction with Sec. 106.5 of the Standard Specifications, the Contractor is responsible for securing his own project storage site which shall not be located on City Right-of-

Way without prior written consent of the Director of Public Works. After completion of the Work the Contractor shall remove all remaining waste materials and rubbish from and about the Project as well as all tools, construction equipment, machinery and surplus materials, and shall clean all surfaces and leave the Work "broom clean" or its equivalent, except as otherwise specified.

3.9.3 The Contractor shall make satisfactory arrangements to store material and equipment after delivery and during construction off of the City right-of-way. The City will assume no responsibility for these arrangements.

3.10 CASH ALLOWANCES

3.10.1 The Contractor acknowledges and agrees that the Contract Sum includes all cash allowances specified in the Contract Documents.

ARTICLE 4 - SUBCONTRACTORS

4.1 DEFINITION

4.1.1 A Subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the Work.

4.1.2 Nothing contained in the Contract Documents shall create any contractual relation between the City and any Subcontractor or Sub-subcontractor.

4.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

4.2.1 Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor shall submit a completed and signed Subcontractor Approval form, along with other required Bid documents to the City. Contractor shall complete and submit a Supplemental Subcontractor Approval form to the City in the event of any substitution or addition of a Subcontractor by the Contractor. No work shall be performed by a Subcontractor until such Subcontractor has been approved by the City.

4.2.2 Prior to the award of the Contract, the City will notify the Bidder in writing if the City, after due investigation, objects to any such person or entity proposed by the Bidder pursuant to Subparagraph 4.2.1 above. If the City objects to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity with no adjustment in his bid price.

4.2.3 Contractor shall at all times during the term of the Contract be in compliance with Sec. 108.1 of the Standard Specifications and shall not subcontract more than forty nine percent (49%) of the total Contract cost.

4.2.4 The City reserves the right to reject a Subcontractor, if in the City's sole discretion, delays may result in the performance of Work as a result of Subcontractor's other obligation. The Contractor shall be held responsible, in addition to the submission of the "Subcontractor Approval Form," to apprise the City of any additional work which a Subcontractor accrues throughout the duration of the project. This shall include work for the City under a different

Contract, or any other person or entity. If such said additional work shall detrimentally impact the progression of the Work under this Contract, the City retains the right to require the Contractor to submit a substitute Subcontractor for this work at no additional cost to the City.

4.2.5 The Contractor shall not contract with any Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design), for proposed portions of the Work designated in the Contract Documents or in the Instruction to Bidders or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work, who has been rejected by the City.

4.2.6 If the City requires a change of any proposed Subcontractor or person or organization during the execution of the Work approved under the present Contract, the Contract Sum shall be increased or decreased by the difference in cost resulting from such change and an appropriate Change Order shall be issued.

4.2.7 The Contractor shall not make any substitution for any proposed Subcontractor or person or organization that has not been accepted by the City prior to the Contract Award, unless the substitution is accepted by the City in writing prior to such substitution.

4.3 SUBCONTRACTUAL RELATIONS

4.3.1 All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

- 1) require the Work to be performed in accordance with the requirements of the Contract Documents;
- 2) require submission to the Contractor of applications for payment under each Subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Article 8 hereof;
- 3) require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to Subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the City;
- 4) waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in Article 10 except such rights as they may have to the proceeds of such insurance held by the City as trustee;
- 5) obligate each Subcontractor specifically to consent to the provisions of this Paragraph 4.3; and
- 6) require the Subcontractor (and the Sub-subcontractor's to indemnify and hold harmless the City against all claims, damages, losses, expenses and attorneys' fees arising out of or resulting from the performance of the Work by Subcontractor, and its agents and employees, unless such claims, damages or losses are caused solely by the negligent act of the City.

4.4 PAYMENTS TO SUBCONTRACTORS

4.4.1 The Contractor shall pay each Subcontractor upon receipt of payment from the City, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's Work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to his Subcontractors.

4.4.2 If the City withholds payment to the Contractor for any cause that is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand for its Work to the extent completed.

4.4.3 The City shall not have any obligation to pay or to see to the payment of any sum to any Subcontractor or Sub-subcontractor.

ARTICLE 5 - SEPARATE CONTRACTS

5.1 CITY'S RIGHT TO AWARD SEPARATE CONTRACTS

5.1.1 The City reserves the right to award other contracts on other terms and conditions in connection with other portions of the Project.

5.1.2 During construction, it may become necessary to increase the amount of excavation or to utilize a soil stabilization process if unsuitable subgrade conditions are found. The Contractor shall immediately contact the project engineer if this condition occurs. The project engineer and the Contractor shall agree upon the existence of unsuitable subgrade, the depth in which to remove the unsuitable soil, and the extent of the problem area prior to any additional work. No payment will be made for any area that undergoes additional excavation that is not indicated in the above scope of work and has not been approved by the project engineer prior to the excavation. All additional excavation that becomes necessary shall be paid at the unit bid price for "Excavation." The City reserves the right to contract with a separate contractor for the use of a soil stabilization process. No direct payment will be made for delays incurred due to this process and the Contractor's only compensation will be the allotment of additional days for the delay. The number of days shall be from the time the Contractor initially notifies the City of an unsuitable subgrade condition and until two days after the completion of the soil stabilization process.

5.2 MUTUAL RESPONSIBILITY OF CONTRACTORS

5.2.1 The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate the Work with theirs.

5.2.2 If any part of the Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the City any apparent discrepancies or defects in such work that render it unsuitable for proper execution of the Work. Failure of the Contractor so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive the Work, except as to defects which may develop in the other contractor's work after the execution of the Contractor's Work that could not have been discovered by the Contractor upon reasonable inspection.

5.2.3 If the Contractor causes damage to the work or property of any other contractor on the Project, and such separate contractor sues the City or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the City shall notify the Contractor who shall defend such proceedings at Contractor's own expense, and if any judgment or award against the City arises therefrom the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court or arbitration costs which the City has incurred.

5.3 CITY'S RIGHT TO CLEAN UP

5.3.1 If a dispute arises between the separate contractors as to their responsibility for cleaning up as required by Paragraph 3.9, the City may clean up and charge the cost thereof to the several contractors.

ARTICLE 6 - GENERAL PROVISIONS

6.1 GOVERNING LAW

6.1.1 The Contract shall be governed by the laws of the State of Missouri.

6.2 SUCCESSORS AND ASSIGNS

6.2.1 This Contract shall be binding upon the successors, assigns and legal representatives of each party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any sums due or to become due to him hereunder, without the prior written consent of the City.

6.3 RIGHTS AND REMEDIES

6.3.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

6.4 ROYALTIES AND PATENTS

6.4.1 The Contractor shall pay all royalties and license fees payable on all designs, processes or products used in connection with the Work or incorporated therein, unless otherwise agreed upon by the City. The Contractor shall defend all suits or claims for infringement of any patent rights and shall indemnify and hold the City harmless from and against any loss on account thereof.

6.5 PERFORMANCE AND PAYMENT BOND

6.5.1 The Contractor shall furnish the performance and payment bond required in the Instructions to Bidders.

ARTICLE 7 - TIME

7.1 DEFINITIONS

7.1.1 The Contract Time is the period of time allotted in the City-Contractor Agreement for completion of the Work. Said work shall include all punchlist items deemed necessary by the City, exclusive of MSD-generated punchlist items. The date of completion of the Contract shall be the date when all work including City punchlist items have been approved in writing by the City.

7.1.2 The date of commencement of the Work is the date established in the written Notice to Proceed from the City to the Contractor. Notice to proceed is anticipated to be issued in late December or early January.

7.1.3. The term "day" as used in the Contract Documents shall mean calendar day.

7.2 PROGRESS AND COMPLETION

7.2.1 All time limits stated in the Contract Documents are of the essence.

7.2.2 The Contractor shall begin the Work on the date of commencement provided in the City-Contractor Agreement. The Contractor shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract Time and in accordance with the Construction Schedule.

ARTICLE 8 - PAYMENTS AND COMPLETION

8.1 CONTRACT SUM

8.1.1 The Contract Sum is stated in the City-Contractor Agreement and is the total amount payable by the City to the Contractor for the performance of the Work.

8.2 APPLICATION FOR PAYMENT

8.2.1 By 12:00 P.M. on or before the twentieth day of the month, upon Substantial Completion of various stages of the Work, and upon final completion of the Work, the Contractor shall submit to the City an itemized Application for Payment pursuant to the City-Contractor Agreement on such forms and supported by such data substantiating the Contractor's right to payment as the City may require.

8.2.2 If payments are to be made on account of materials or equipment to be incorporated into the Work and delivered and suitably stored at the site, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other documents satisfactory to the City to establish the City's title to such materials or equipment or to otherwise protect the City's interest.

8.2.3 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated into the Work or not,

will pass to the City upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to as "liens").

8.3. PAYMENT

8.3.1 If the Contractor has made Application for Payment as above, the City will, in accordance with the City-Contractor Agreement, make payment to the Contractor for such amount as it determines to be properly due pursuant to the Contractor's Application for Payment, or state in writing the City's reasons for withholding all or any portion of such payment.

8.3.2 No progress payment, nor any partial or entire use or occupancy of the Work by the City, shall constitute an acceptance of any Work not completed in accordance with the Contract Documents.

8.4 COMPLETION AND FINAL PAYMENT

8.4.1 Upon receipt of written notice from the Contractor that the Work is fully completed and ready for final inspection and acceptance, and upon receipt of a final application for Payment, the City will promptly make such inspection and, when the City finds the Work acceptable under the Contract Documents and the Contract fully performed, the City will make final payment to the Contractor in accordance with the City-Contractor Agreement.

8.4.2 The final payment shall not become due until the Contractor submits to the City (1) an Affidavit that all payrolls, bills for materials and equipment, and other indebtedness incurred in connection with the execution and completion of the Work for which the City or its property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of the surety, if any, to final payment, (3) if required by the City, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City and (4) Prevailing Wage Affidavit as required by subsection 3.3.4. If any Subcontractor refuses to furnish a release or waiver required by the City, the Contractor may furnish a bond satisfactory to the City indemnifying the City against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

8.4.3 The acceptance of final payment shall constitute a satisfaction of all claims by the Contractor, except those previously made in writing and still unsettled.

ARTICLE 9 - PROTECTION OF PERSONS AND PROPERTY

9.1 SAFETY PRECAUTIONS AND PROGRAMS

9.1.1 The Contractor shall initiate, maintain and supervise safety precautions and programs in connection with the performance of the Work.

9.2 SAFETY OF PERSONS AND PROPERTY

9.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- 1) all employees on the Work and all other persons who may be affected thereby;
- 2) all the Work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
- 3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

9.2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction over the safety of persons or property to protect them from damage, injury or loss. The Contractor shall erect and maintain all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying City and users of adjacent utilities. The Contractor shall provide signs, barrels, or any other safety devices that the City deems necessary for public safety. No additional payment will be made and this work shall be considered incidental to the Contract. The City will place safety devices as it deems necessary if the Contractor fails to provide the required items within 24 hours of notification. The Contract Sum shall be reduced by the cost of these devices.

9.2.3 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

9.2.4 All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by anyone for whose acts they may be liable, shall be remedied by the Contractor. The City shall document any complaint by any person regarding damage or loss to property caused by Contractor by requesting such complainant to complete a Damage Claim form. A copy of the Damage Claim form shall be submitted by the City to the Contractor and the Contractor shall correct the problem, repair such damage or otherwise compensate the complainant or file a claim for such damage with Contractor's insurance company within ten (10) days of the receipt of the Damage Claim form from the city. If the City shall have a legitimate basis for believing that such claim is valid, the City shall have the option to withhold payment of funds until (i) such damages are repaired; or (ii) the City has been provided with evidence that the Contractor has made restitution to the complainant.

9.2.5 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City.

ARTICLE 10 - PROPERTY INSURANCE

10.1 PROPERTY INSURANCE

10.1.1 Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief.

10.1.2 The Contractor shall purchase and maintain such steam, boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work.

10.1.3 Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work. Certificates of Insurance must state on the certificate: **"The City of Clayton, its officers, boards, board members, commissions, commissioners, agents, and employees as additional insureds."** These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least fifteen days' prior written notice has been given to the City.

10.1.4 Any loss insured by property insurance maintained by the City shall be adjusted with the City and made payable to the City as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause.

10.1.5 The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this Article, except such rights as they may have to the proceeds of such insurance held by the City as trustee. The Contractor shall require similar waivers by Sub-contractors and Sub-subcontractors in accordance with Subparagraph 4.3.1.

ARTICLE 11 - CHANGES IN THE WORK

11.1 CHANGE ORDERS

11.1.1 The City, without invalidating the Contract, may order Changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and the Construction Schedule being adjusted in accordance with the City-Contractor Agreement. All such changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.

11.1.2 A Change Order is a written order to the Contractor signed by the City, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Construction Schedule. The Contract Sum and the Contract Time may be changed only by Change Order.

11.1.3 The cost or credit to the City resulting from a Change in the Work shall be determined in accordance with the City-Contractor Agreement.

11.2 CLAIMS FOR ADDITIONAL COST

11.2.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

11.3 MINOR CHANGES IN THE WORK

11.3.1 The City shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or the Construction Schedule and not inconsistent with the intent of the Contract Documents. Such changes may be effected by written Field Order or by other written order. Such changes shall be binding on the City and the Contractor.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If any Work should be covered contrary to the request of the City, it must, if required by the City, be uncovered for his observation and replaced, at the Contractor's expense.

12.1.2 If any Work has been covered which the City has not specifically requested to observe prior to being covered, the City may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the Cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs.

12.2 CORRECTION OF WORK

12.2.1 The Contractor shall promptly correct all Work rejected by the City as defective or as failing to conform to the Contract Documents, whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all cost of correcting such rejected Work.

12.2.2 If, within one year after the Date of Substantial Completion of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City.

12.2.3 All defective or non-conforming Work shall be removed from the site if necessary, and the Work shall be corrected to comply with the Contract Documents without additional cost to the City.

12.2.4 The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

12.2.5 If the Contractor fails to correct such defective or non-conforming Work, the City may correct it in accordance with Paragraph 2.3.

12.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

12.3.1 If the City prefers to accept defective or non-conforming Work, City may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Sum or, if the amount is determined after final payment, it shall be paid by the Contractor.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 SCHEDULING OF WORK AND INTERFERENCE WITH TRAFFIC

13.1.1 The Contractor's Work must be scheduled and accomplished in stages such that local traffic is maintained during construction. It shall be the Contractor's responsibility to provide a traffic way that is usable in all weather conditions. The Contractor shall construct and maintain in a safe condition temporary pavements and connections for local traffic.

13.1.2 Temporary guardrail, or other suitable temporary barriers shall be provided to protect traffic from the Work. At all times until final acceptance of the Work, the Contractor shall provide and maintain such signs, lights, watchmen and barriers, in addition to the temporary guardrail, as may be necessary to properly protect the Work and provide for safe and convenient public travel.

13.1.3 No additional payment shall be made for temporary guardrail, barriers, signs, lights, or other work as may be necessary to maintain traffic and to protect the work and the public and all labor, equipment and material necessary to accomplish this task shall be considered incidental

13.2 ACCESS

13.2.1 Areas of intersections and roadways within the construction limits shall be constructed in phases so that at no time will access be denied.

13.2.2 Access to private driveways will be limited by the nature of the Work. The Contractor shall schedule his work such that at no time during the life of this Contract will any driveway be denied access for any reason other than the curing of concrete. All concrete, including curbs, sidewalks and driveway pavements, shall be formed and poured within a two calendar day period for each and every driveway. Excavation for this work shall be accomplished a maximum of one calendar day prior to forming, however, access shall be provided immediately after excavation. At the end of the curing period, access shall be immediately supplied using asphalt or compacted aggregate. The first lift of all asphalt drives shall be completed and paved within fourteen (14) calendar days of their excavation.

13.2.3 All temporary materials used for access will be the responsibility of the Contractor and shall be included in the unit bid price for each related item. No separate payment will be made for the placement, maintenance or removal of said access.

13.2.4 If access is not supplied as set out above, the City will supply said access with its own forces, without notification to the Contractor, and will deduct such costs from the sums due the Contractor, notwithstanding any other provisions given this Contract. Wherever excavation affects pedestrian access to houses or public buildings, plank or other suitable bridges shall be placed at convenient intervals.

13.2.5 In the event any part of the Work to be performed hereunder shall require the Contractor or his Subcontractors to enter, cross or work upon or beneath the right-of-way or other property of a railroad, the Contractor shall comply with the related requirements for such Work as are set out in the Contract Documents.

13.3 CONSTRUCTION STAKING AND LAYOUT

13.3.1 The Contractor shall be responsible for providing labor, equipment and materials necessary for construction staking and layout as required, to the grades, elevations and alignment as determined by the City of Clayton. No separate payment will be made for construction staking and layout. No payment shall be made for restaking except as expressly authorized due to changes made by the City during construction.

13.4 OVERTIME

13.4.1 In order to provide sufficient control of work, the Contractor shall be required to inform the City of scheduled overtime work, including work on Saturdays, Sundays and City holidays at least forty-eight (48) hours in advance of any such work. If the Contractor fails to appear on a scheduled overtime period, the City shall deduct the cost for the City's assigned personnel from the Contract Sum for the time period scheduled.

13.5 CITY HOLIDAYS

13.5.1 There are nine (9) city holidays. They are:

New Year's Day	Fifth of July
Labor Day	Martin Luther King, Jr. Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Memorial Day
Christmas Day	Juneteenth
Fourth of July	

13.6 [Intentionally Left Blank]

13.7 INTERFERENCE WITH EXISTING WATER SERVICES AND MAINS

13.7.1 The Contractor shall minimize the outage of water service to residents. The cutting off of water service shall be only with the consent of the City. The Contractor shall notify the City and have their approval prior to commencing work on each water main or connection item.

13.7.2 The Contractor shall conduct his work in such a manner as not to endanger existing water mains, services or appurtenances. Mains and services shall be adequately supported where they cross or are adjacent to the excavation. The Contractor shall bear the cost of all repairs to water mains or appurtenances damaged because of contractor's own carelessness or neglect.

13.8 INTERRUPTION OF WATER SERVICE

13.8.1 When it becomes necessary to shut down any existing water main, a representative of the City shall be notified to be present during this operation. The total time for the main to be shut down should be held to a minimum and in no case shall any customer be without water service for more than eight (8) hours. The Contractor shall notify each water customer whose water service will be interrupted at least one hour prior to shutdown. The Contractor shall assume full responsibility for shutting down the main and notifying the customers.

13.9 PRECONSTRUCTION CONFERENCE

13.9.1 A preconstruction conference may be held prior to the issuance of a Notice to Proceed with the Work. This meeting will be attended by the Contractor, the City, and representatives of the various utility companies that have facilities in the project area. The meeting date will be established after the taking of bids and at a time convenient to all parties.

13.10 SEQUENCE OF WORK

13.10.1 A schedule of the Contractor's work shall be submitted to the City for approval with a listing of the order in which the Contract items will be constructed and the approximate dates for starting and finishing each Contract item.

13.10.2 The City shall have the right to specify the order of construction as deemed necessary.

13.11 CONSTRUCTION LIMITS

13.11.1 The construction limits consist of the public street rights-of-way and acquired easement areas. The Contractor shall limit operations accordingly. The Contractor shall acquire the property owners' permission for any activity outside the public right-of-way or easement areas.

13.12 ALTERED QUANTITIES

13.12.1 In accordance with Section 109.3 of the Standard Specifications, the City reserves the right to make changes in plan details which may vary the accepted quantities from those shown on the itemized Bid.

13.12.2 The Contractor shall accept, as payment in full, payment at the original Contract unit prices bid for the accepted quantities of work done. No allowance will be made for any increased expense or loss of expected profit suffered by the Contractor resulting directly from such altered quantities or indirectly from expenses derived by handling small quantities of materials or performing operations within restricted areas. No allowance shall be made for any increased expense or loss of expected profit suffered because of the anticipated use of specific equipment that was not used.

13.13 MEASUREMENT OF WEIGHED QUANTITIES

13.13.1 The Contractor's attention is directed to the fact that the City requires that all weight certificates be signed by a bonded Weighmaster. The Contractor must furnish the City's inspector on the job site with original weight certificates signed by a bonded Weighmaster for all materials supplied by the Contractor that are incorporated into his improvement, which payment therefore is based on weight.

13.14 ADDITIONS TO CONTRACT

13.14.1 Unit prices in this Agreement may be used to negotiate a Change Order for additional work involving similar projects.

13.15 PURCHASE OF MATERIALS AND EQUIPMENT

13.15.1 Sales to contractors who purchase construction materials and supplies to fulfill contracts for the City are not subject to sales tax. The City may monitor all supplies purchased, used, and consumed in fulfilling the project.

13.15.2 Contractors will be give a project exemption certificate.

13.15.3 Contractors must provide a copy of the City's exemption letter and the project exemption certificate to suppliers when purchasing materials and supplies to be consumed in the project.

13.15.4 Contractors are not exempt from sales tax on the purchase of machinery, equipment or tools used in fulfilling these contracts.

13.15.5 Suppliers shall render to the contractor invoices bearing the name of the City and the project identification number. These invoices must be retained by the purchasing contractor for a period of five (5) years.

13.15.6 Contractors must file a sales tax return for all excess re-saleable materials and supplies that are not returned to the supplier. This return must be filed and paid not later than the due date of the contractor's sales tax return following the month in which the contractor determines that the materials were not used in the project.

13.15.7 An exempt organization that fails to revise the project exemption certificate expiration date as necessary to complete any work required by the contract will be liable for any sales tax due as determined by an audit of the contractor.

13.16 TESTING

13.16.1 Materials Testing and Inspection Service: City may employ and pay for a qualified independent materials and geotechnical testing laboratory to perform testing and inspection service during construction operations. Contractor to coordinate all work.

13.16.2 The Contractor shall bear all costs of any inspections, tests, or approvals required under any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction.

13.16.3 The City will provide any special inspection and testing services to verify the Work is performed in accordance with the Contract. The City will provide the Contractor with a listing of tests to be performed and approximate location or frequency. The Contractor will be required to notify the City forty-eight (48) hours prior to the time the Contractor will be ready for specific tests required by the City. If such special inspection or testing reveals failure of the Work to comply (1) with the requirements of the Contract Documents, or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear the cost of the City's inspection and re-testing and such cost shall be deducted then or thereafter due Contractor. In all other cases, the City shall bear such costs.

13.17 SEWER SPECIFICATIONS

13.17.1 The Metropolitan St. Louis Sewer District Specifications (MSD Specifications), shall govern the Project, unless otherwise superseded by the Technical Specifications and Job Special Provisions.

13.18 CONTROL OF MATERIAL

13.18.1 All tickets will be collected to verify the quantity of each item in their original form only. Photocopies or facsimiles will not be accepted. All tickets shall be submitted on the day of delivery, either to the City personnel or the Public Works office or they will not be accepted for payment.

13.18.2 Contractors and subcontractors will be required to produce letters of certification or certified test reports from material producers and suppliers in order to determine compliance with specifications for designated materials prior to the incorporation thereof into the work.

13.18.3 The City will determine which materials are to be tested. The form and content of these test reports shall be in accordance with recognized standards and practices for this work or as otherwise determined by the City.

13.18.4 No direct payment will be made for this work.

13.19 MEASUREMENT OF QUANTITIES

13.19.1 Unless otherwise directed within the Technical Specifications, the quantities for which payment will be made will be those shown in the Agreement for the various items, provided the Project is constructed essentially to the lines and grades shown on the plans. Contract quantities will be used for final payment except when:

- a) Errors are formed in the original computations in excess of 15% of the contract quantities.
- b) An original cross section is found to have an average deviation from the true elevation in excess of one foot.
- c) An authorized change in grade, slope or typical section is made.
- d) Unauthorized deviations decrease the quantities on the plans.

When the above conditions are encountered, the correction or revisions will be computed and added to or deducted from the contract quantity.

13.19.2 When the plans have been altered or when disagreement exists between the Contractor and the City as to the accuracy of the plan quantities of any balance, or the entire project, either party shall have the right to request a re-computation of contract quantities within any area, by hand calculation of the average-end-area method for cubic yard quantities, and standard measurement methods for other quantities, by written notice to the other party. The written notice shall contain evidence that an error exists in the original groundline elevation or in the original computations which will affect the final payment quantity in excess of 15%. When

such final measurement is required, it will be made from the latest available ground surface and the design section.

13.19.3 These specifications require that the Contractor must furnish the representative of the City, on the job site, with original weight certificates on a daily basis signed by a bonded weighmaster for all materials supplied by the Contractor that are incorporated into this work, which payment therefore is based on weight.

13.20 WORKMANSHIP

13.20.1 The Contractor shall at all times employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by these specifications. All workmen shall have sufficient skill and experience to perform properly the work assigned to them.

13.20.2 The labor provided by the Contractor shall be directed to be of a workmanlike character with respect to the methods of construction and quality of completed work; and, shall not encumber the premises or adjacent property or streets with materials and/or equipment.

13.20.3 "Removal" shall be defined as removal and disposal off the site unless otherwise specified or directed by the engineer.

ARTICLE 14 - EQUAL OPPORTUNITY AND NON-DISCRIMINATION

14.1 EQUAL OPPORTUNITY

14.1.1 The contractor, with regard to the work performed by it after award and prior to completion of the Work, will not discriminate on the basis of race, age, color, religion, sex, national origin or disability in the selection and retention of subcontractors. The contractor will comply with Title VII 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, age, religion, sex, national origin or disability.

14.1.2 The contractor will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, 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.

14.1.3 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, age, religion, sex, national origin or disability.

14.1.4 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.

14.2 NON-DISCRIMINATION

14.2.1 During performance of the obligations set forth in this Agreement, Contractor 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.

14.3 GENERAL

14.3.1 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 15 - CONFLICTS OF INTEREST

15.1.1 The parties agree to abide by all applicable federal, state and local laws, ordinances and regulations relating to conflicts of interest. Additionally, but not in limitation of the foregoing, no elected official or other official of Clayton having any power of review or approval of any of the undertakings contemplated by this Agreement, shall knowingly participate in any decision(s) relating thereto which affect his or her personal interests or those of his/her immediate family, or those of any corporation or partnership in which he or she or a member of his/her immediate family is directly or indirectly interested.

15.1.2 Clayton shall not knowingly, after due inquiry, employ or contract with any person if a member of his or her immediate family is a member of the Clayton Board of Aldermen, or is employed by Clayton in an administrative capacity (i.e., those who have selection, hiring or supervisory or operational responsibility for the work to be performed pursuant to this Agreement); provided, however, that the foregoing shall not apply to temporary or seasonal employment. Clayton shall not knowingly, after due inquiry, employ or contract with any corporation or partnership if an elected official of Clayton or a person employed by Clayton in an administrative capacity (as defined in the foregoing sentence), or a member of the immediate family of such elected official or person employed in an administrative capacity shall have an interest, directly or indirectly, therein.

15.1.3 For the purposes of this section "immediate family" includes: husband, wife, son, daughter, father, mother, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, uncle, aunt, nephew, niece, step-parent and step-child.

15.1.4 For purposes of this section, a person shall be deemed to have an interest in a corporation or partnership if he or she, or any member of his/her immediate family shall own, whether singularly or collectively, directly or indirectly, ten percent (10%) more of any

corporation or partnership, or shall own an interest having a value of ten thousand dollars (\$10,000) or more therein, or an individual or a member of his/her immediate family shall receive, whether singularly or collectively, directly or indirectly, of a salary, gratuity, or other compensation or remuneration of five thousand dollars (\$5,000) or more per year therefrom.

15.1.5 In the event that any or all of the foregoing provision(s) shall 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 parties contracting with the City of Clayton from adherence to any and all additional requirements regarding conflicts of interest set forth in such federal, state or other local laws, ordinances or regulations.

ARTICLE 16 – ALIEN REGISTRATION, COMPLIANCE AND ENFORCEMENT

16.1 DEFINITIONS

16.1.1 "Business entity", any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo;

16.1.2 "Contractor", a person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include but not be limited to a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity;

16.1.3 "Employee", any person performing work or service of any kind or character for hire within the state of Missouri;

16.1.4 "Employer", any person or entity employing any person for hire within the state of Missouri, including a public employer. Where there are two or more putative employers, any person or entity taking a business tax deduction for the employee in question shall be considered an employer of that person for purposes of this section;

16.1.5 "Employment", the act of employing or state of being employed, engaged, or hired to perform work or service of any kind or character within the state of Missouri;

16.1.6 "Federal work authorization program", any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603;

- 16.1.7 "Knowingly", a person acts knowingly or with knowledge,
- (a) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
 - (b) With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result;

16.1.8 "Municipality", the City of Clayton, Missouri.

16.1.9 "Public employer", every department, agency, or instrumentality of the state of Missouri or any political subdivision of the state of Missouri;

16.1.10 "Unauthorized alien", an alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3);

16.1.11 "Work", any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected or due, including but not limited to all activities conducted by business entities.

16.2 ILLEGAL ACTS

16.2.1 No business entity or employer may knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the municipality.

16.2.2. Accordingly, if the amount to be paid pursuant to this contract or grant exceeds five thousand dollars by the municipality the contracting or grant recipient business entity shall, as a condition of the award of contract or grant, 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 services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. No such business entity or employer shall violate subsection 16.2.1 of this section.

16.2.3 The affidavit shall be approved as to form by the municipal attorney.

16.2.4 An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 16.2.1 of this section.

16.2.5 A general contractor or subcontractor of any tier shall not be liable under subsection 16.2.1 of this section when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 16.2.1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 16.2.1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

16.2.6 The determination of whether a worker is an unauthorized alien shall be made by the federal government. A determination of such status of an individual by the federal government shall create a rebuttable presumption as to that individual's status in any judicial proceedings brought under this section.

ARTICLE 17 – SAFETY PROGRAMS, COMPLIANCE AND PENALTIES

17.1 DEFINITIONS

17.1.1 "Construction", construction, reconstruction, demolition, painting and decorating, or major repair;

17.1.2 "Department", the Missouri department of labor and industrial relations;

17.1.3 "Person", any natural person, joint venture, partnership, corporation, or other business or legal entity;

17.1.4 "Municipality", the City of Clayton, Missouri;

17.1.5 "Public works", all fixed works constructed for public use or benefit or paid for wholly or in part out of public funds.

17.2 OSHA 10-HOUR TRAINING

17.2.1 Any person signing a contract to work on the construction of public works for the municipality shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction project.

17.3 DOCUMENTATION

17.3.1 Any employee found on a worksite subject to this section without documentation of the successful completion of the course required under subsection 17.2.1 of this Article shall be afforded twenty days to produce such documentation before being subject to removal from the project.

17.4 PENALTIES

17.4.1 The contractor to whom the contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete the ten-hour training program required under subsection 2 of this section. The contractor shall forfeit as a penalty to the municipality, two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period in subsections 2 and 3 of this section have elapsed. The municipality shall withhold and retain therefrom all sums and amounts due and owing as a result of any violation of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor, sufficient sums to cover any penalties the public body has withheld from the

contractor resulting from the subcontractor's failure to comply with the terms of this section. If the payment has been made to the subcontractor without withholding, the contractor may recover the amount of the penalty resulting from the fault of the subcontractor.

17.5 INVESTIGATION

17.5.1 In determining whether a violation of this section has occurred, and whether the penalty under subsection 4 of this section shall be imposed, the department shall investigate any claim of violation. Upon completing such investigation, the department shall notify the municipality and any party found to be in violation of this section of its findings and whether a penalty shall be assessed. Determinations under this section may be appealed in the Circuit Court of St. Louis County.

17.6 ENFORCEMENT

17.6.1 If the contractor or subcontractor fails to pay the penalty within forty-five days following notification by the department, the department shall pursue an enforcement action to enforce the monetary penalty provisions of subsection 4 of this section against the contractor or subcontractor found to be in violation of this section. If the court orders payment of the penalties as prescribed under subsection 4 of this section, the department shall be entitled to recover its actual cost of enforcement in addition to such penalty amount.

ARTICLE 18 - TRANSIENT EMPLOYERS

18.1 REQUIREMENTS

18.1.1 Per RSMo section 285.234, every transient employer, as defined in section 285.230 shall post in a prominent and easily accessible place at the work site a clearly legible copy of the following:

18.1.1.1 The notice of registration for employer withholding issued to such transient employer by the director of revenue;

18.1.1.2 Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and

18.1.1.3 The notice of registration for unemployment insurance issued to such transient employer by the division of employment security.

18.2 ENFORCEMENT

18.2.1 Any transient employer failing to comply with the provisions of this section shall be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as provided by this section.

CONTRACTOR’S AFFIDAVIT FOR PUBLIC CONSTRUCTION PROJECTS

The undersigned, being duly sworn, does state and depose as follows:

1. I am the _____(title) of _____(company) which is a contractor on the _____ Project, and authorized to sign this Affidavit on the Company’s behalf.

2. I have verified the information set forth in this Affidavit for the Contractor. If any subcontractors have been retained on the Project, I have also verified the information as to any subcontractor.

3. The Contractor and its subcontractors have Workers’ Compensation Insurance that covers its employees working on the Project and such insurance meets or exceeds the requirements established by law.

4. The Contractor and its subcontractors have verified the U.S. citizenship or lawful status of all workers employed on the Project and do not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

5. The Contractor and its subcontractors have been informed by the City of the requirements to pay prevailing wage and will pay the prevailing wages to all workers employed on the Project as established by the applicable Annual Wage Order for the County where the Project occurs.

6. The Contractor and its subcontractors are in compliance with federal law requiring an accredited apprenticeship program, if applicable.

7. The Contractor and its subcontractors are enrolled and participate in a federal work authorization program with respect to employees working in connection with the contracted services.

Further Affiant sayeth naught.

Authorized Officer of Contractor

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

Notary Public
My commission expires:____

Certification of Compliance with Section 34.600 RSMo., Supp. 2020

(Does not apply to contracts totaling less than \$100,000, or two contractors with fewer than 10 employees)

NOTE: Missouri law prohibits any public entity from entering into a contract to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the state of Israel; companies doing business in or with Israel or authorized by, licensed by or organized under the laws of the state of Israel; or person or entities doing business in the state of Israel.

I am _____ (name), and I am the _____ (title) of _____ (company name) a (circle one) corporation, partnership, sole proprietorship, limited liability company, and am competent and authorized to make the following statement and attest to its truthfulness:

_____ I hereby certify that the company is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, in accordance with the terms and conditions set forth in Section 34.600 RSMo, Supp. 2020.

OR:

_____ The business employs fewer than 10 employees.

Company Name

Signature

Printed Name and Title

EXHIBIT B

BID TABULATIONS
MONUMENT MAINTENANCE CONTRACT FY24

ID	SUBDIVISION	LOCATION	EXPECTED SCOPE	EXHIBIT B	
				Harlan	Leonard Masonry
M01	Davis Pl	Davis/Hanely	Repair	\$ 2,808.00	\$ 6,068.87
M02	Davis Pl	N. Biltmore/W Biltmore	Repair	\$ 2,976.00	\$ 6,694.67
M03	Davis Pl	S. Bemiston/ Clayton Rd	Preventive Maintenance	\$ 1,140.00	\$ 3,089.06
M04	Davis Pl	S. Meramec/Clayton Rd	Repair	\$ 4,500.00	\$ 6,289.34
M06	Davis Pl	Oleta/Clayton Rd	Repair	\$ 6,200.00	\$ 7,933.77
M07	Davis Pl	Walanica/ Brentwood	Repair	\$ 1,224.00	\$ 6,092.62
M08	Davis Pl	Roseline/ Brentwood	Repair	\$ 3,324.00	\$ 6,950.77
M09	Davis Pl	Orlando/ Brentwood	Repair	\$ 2,310.00	\$ 6,486.07
M10	Davis Pl	Venetian/ Brentwood	Repair	\$ 3,516.00	\$ 6,704.17
M11	Davis Pl	Davis/ Brentwood	Repair	\$ 1,608.00	\$ 6,486.07
M12	Davis Pl	Daytona/ Brentwood	Repair	\$ 3,462.00	\$ 7,671.57
M13	Davis Pl	Watkins/ Brentwood	Preventive Maintenance	\$ 660.00	\$ 3,511.01
M14	Polo	N. Polo/ W. Polo	Repair	\$ 11,784.00	\$ 6,746.92
M15	Polo	W. Polo/ Hanley	Repair	\$ 2,094.00	\$ 8,070.17
M16A	Polo	Polo/ Hanley (round towers)	Repair	\$ 10,392.00	\$ 4,550.46
M16B	Polo	Polo/ Hanley (walls)	Repair	\$ 2,796.00	\$ 3,953.16
M17	Old Town	Linden/ Kingsbury	Preventive Maintenance	\$ 900.00	\$ 2,671.86
M18	Old Town	Linden/ Pershing	Repair	\$ 3,582.00	\$ 7,785.17
M19	Old Town	Bemiston/ Maryland	Repair	\$ 6,570.00	\$ 8,017.53
M20	Old Town	Central/ Maryland	Repair	\$ 14,124.00	\$ 7,818.42
M21	Clayton Gardens	N. Brentwood/ Maryland	Repair	\$ 17,106.00	\$ 8,444.63
M22	Clayton Gardens	Kingsbury (Dead End)/ N. Meramec	Repair	\$ 3,678.00	\$ 10,620.89
M23	Clayton Gardens	N. Forsyth/ Maryland	Reconstruction	\$ 30,996.00	\$ 51,637.25
M24	Clayton Gardens	N. Forsyth/ Crandon (Island)	Preventive Maintenance	\$ 480.00	\$ 2,977.05
M25	Clayshire	Clayshire/ Clayton Rd	Preventive Maintenance	\$ 672.00	\$ 3,394.26
M26	Hi-Pointe	Demun/ Clayton Rd (Island)	Preventive Maintenance	\$ 780.00	\$ 3,394.26
M27	Hillcrest	6309 Wydown (Island)	Preventive Maintenance	\$ 630.00	\$ 3,394.26
M28	Hillcrest	Wydown/ Dartford	Preventive Maintenance	\$ 43,300.00	\$ 4,020.06
M31	Claverach Park	Ridgemoore/ Wydown	Preventive Maintenance	\$ -	\$ 4,461.01
M32	Claverach Park	Hillvalle/ Wydown	Reconstruction	\$ 39,250.00	\$ 80,023.25
M33	Claverach Park	Crestwood/ Wydown	Preventive Maintenance	\$ 34,644.00	\$ 3,501.51
M34	Wydown Forest	Edgewood/ Wydown	Preventive Maintenance	\$ -	\$ 2,686.11
M35	Wydown Forest	Shirley/ Hanley	Preventive Maintenance	\$ 4,200.00	\$ 2,652.86
M36	Wydown Forest	Walinca Ter./ Hanley	Preventive Maintenance	\$ 1,230.00	\$ 2,652.86
M37	Moorlands	Audubon/ Wydown	Repair	\$ 6,400.00	\$ 11,194.04
M38	Moorlands	Audubon/ Clayton Rd	Repair	\$ 3,400.00	\$ 8,387.23
M40	Moorlands	Glenridge/ Clayton Rd	Preventive Maintenance	\$ 8,500.00	\$ 2,861.46
M41	Moorlands	Glenridge/ Wydown	Repair	\$ 24,200.00	\$ 6,742.17
M42	Moorlands	Westwood/ Wydown	Repair	\$ -	\$ 11,682.49
M43	Moorlands	Westwood/ Clayton Rd	Repair	\$ 11,600.00	\$ 9,453.98
M44	Moorlands	Cromwell Dr/ Clayton Rd	Preventive Maintenance	\$ 1,750.00	\$ 3,070.06
M45	Wydown	Wydown/ Hanley (Island)	Repair	\$ 924.00	\$ 6,533.57
M46	Hanley Pl	Maryland/ Hanley (Dead End)	Repair	\$ 4,800.00	\$ 6,324.97
M47	Hanley Pl	Jackson/ Maryland	Preventive Maintenance	\$ 2,316.00	\$ 2,027.05
M48	Parking Lot	103 N. Central (St. Joe)	Reconstruction	\$ 9,500.00	\$ 160,659.25
M49	Parking Lot	Wydown/ Hanley (S Side of Wydown)	Repair	\$ 7,500.00	\$ 13,093.20
W1	Old Town	103 Linden / 7741 Maryland	Maryland Avenue Retaining Wall Repair	\$ 49,200.00	\$ 61,317.75
TOTAL BID COST				\$ 393,026.00	\$ 610,799.16

PROPOSED SCOPE REDUCTION
MONUMENT MAINTENANCE
CONTRACT FY24

ID	SUBDIVISION	LOCATION	EXPECTED SCOPE	THE HARLAN COMPANY
M01	Davis Pl	Davis/Hanely	Repair	\$ 2,808
M02	Davis Pl	N. Biltmore/W Biltmore	Repair	\$ 2,976
M03	Davis Pl	S. Bemiston/ Clayton Rd	Preventive Maintenance	\$ 1,140
M04	Davis Pl	S. Meramec/Clayton Rd	Repair	\$ 4,500
M06	Davis Pl	Oleta/Clayton Rd	Repair	\$ 6,200
M07	Davis Pl	Walanica/ Brentwood	Repair	\$ 1,224
M08	Davis Pl	Roseline/ Brentwood	Repair	\$ 3,324
M09	Davis Pl	Orlando/ Brentwood	Repair	\$ 2,310
M10	Davis Pl	Venetian/ Brentwood	Repair	\$ 3,516
M11	Davis Pl	Davis/ Brentwood	Repair	\$ 1,608
M12	Davis Pl	Daytona/ Brentwood	Repair	\$ 3,462
M13	Davis Pl	Watkins/ Brentwood	Preventive Maintenance	\$ 660
M15	Polo	W. Polo/ Hanley	Repair	\$ 2,094
M17	Old Town	Linden/ Kingsbury	Preventive Maintenance	\$ 900
M18	Old Town	Linden/ Pershing	Repair	\$ 3,582
M19	Old Town	Bemiston/ Maryland	Repair	\$ 6,570
M20	Old Town	Central/ Maryland	Repair	\$ 14,124
M21	Clayton Gardens	N. Brentwood/ Maryland	Repair	\$ 17,106
M22	Clayton Gardens	Kingsbury (Dead End)/ N. Meramec	Repair	\$ 3,678
M23	Clayton Gardens	N. Forsyth/ Maryland	Reconstruction	\$ 30,996
M24	Clayton Gardens	N. Forsyth/ Crandon (Island)	Preventive Maintenance	\$ 480
M25	Clayshire	Clayshire/ Clayton Rd	Preventive Maintenance	\$ 672
M26	Hi-Pointe	Demun/ Clayton Rd (Island)	Preventive Maintenance	\$ 780
M27	Hillcrest	6309 Wydown (Island)	Preventive Maintenance	\$ 630
M31	Claverach Park	Ridgemoore/ Wydown	Preventive Maintenance	\$ -
M32	Claverach Park	Hillvalle/ Wydown	Reconstruction	\$ 39,250
M33	Claverach Park	Crestwood/ Wydown	Preventive Maintenance	\$ 34,644
M34	Wydown Forest	Edgewood/ Wydown	Preventive Maintenance	\$ -
M35	Wydown Forest	Shirley/ Hanley	Preventive Maintenance	\$ 4,200
M36	Wydown Forest	Walinca Ter./ Hanley	Preventive Maintenance	\$ 1,230
M37	Moorlands	Audubon/ Wydown	Repair	\$ 6,400
M38	Moorlands	Audubon/ Clayton Rd	Repair	\$ 3,400
M39	Moorlands	Somerset/ Clayton Rd	Reconstruction	
M40	Moorlands	Glenridge/ Clayton Rd	Preventive Maintenance	\$ 8,500
M41	Moorlands	Glenridge/ Wydown	Repair	\$ 24,200
M42	Moorlands	Westwood/ Wydown	Repair	\$ -
M43	Moorlands	Westwood/ Clayton Rd	Repair	\$ 11,600
M44	Moorlands	Cromwell Dr/ Clayton Rd	Preventive Maintenance	\$ 1,750
M45	Wydown	Wydown/ Hanley (Island)	Repair	\$ 924
M46	Hanley Pl	Maryland/ Hanley (Dead End)	Repair	\$ 4,800
M47	Hanley Pl	Jackson/ Maryland	Preventive Maintenance	\$ 2,316
M48	Parking Lot	103 N. Central (St. Joe)	Reconstruction	\$ 9,500
M49	Parking Lot	Wydown/ Hanley (S Side of Wydown)	Repair	\$ 7,500
W1	Old Town	103 Linden / 7741 Maryland	Maryland Avenue Retaining Wall Repair	\$ 49,200
TOTAL BID COST				\$ 324,754



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
TONI SEIRING, DIRECTOR OF PARKS AND RECREATION
MATT MALICK, P.E., DIRECTOR OF PUBLIC WORKS
DATE: OCTOBER 8, 2024
RE: RESOLUTION - ADOPTING THE CLAYTON LIVABLE COMMUNITY PLAN (2024)

This is a resolution for the Board's consideration to adopt the Clayton Livable Community Plan. The consultant presented the final report at the September 10th, 2024 Board of Aldermen meeting.

OVERVIEW

The Livable Community Master Plan is a joint effort between the City of Clayton's Department of Parks and Recreation and Department of Public Works. This plan will update the 2007 Parks and Recreation Master Plan and the 2009 Bikeable Walkable Communities Plan.

The City issued the Request for Qualifications in October of 2021. Submittals were received by staff in mid-November and reviewed by a selection committee comprised of representatives from Parks & Recreation staff, Public Works staff, the Sustainability Advisory Committee, the Parks and Recreation Commission, and the Architectural Review Board. Based on submittals and subsequent interviews, the team of Agency Landscape + Planning, Toole, Recreation Results, and ETC was awarded the contract in January of 2023.

Early in the process, it was a goal that the planning effort would attempt to reach as many residents as possible for engagement to guide the plan. The Steering Committee members included representatives from City staff, the Clayton School District, the Clayton Community Foundation, the Parks and Recreation Commission, the Sustainability Advisory Committee, and the Community Equity Commission. The Citizens Advisory Task Force members included residents, the Mayor's Youth Advisory Council members, a Parks and Recreation Commission member, and representatives from Concordia Seminary, Washington University, and Fontbonne University. Presentations for the Board of Aldermen, Parks and Recreation Commission, and the Sustainability Advisory Committee took place throughout the project and generated feedback that was included in the report.

Throughout the planning process we also coordinated events, shared data, and developed strategies with comprehensive plan team. Both teams participated in much of the public engagement that took place at popup events, festivals, and public open houses to make engagement easier for residents.

Phase 1 – Learning about Clayton ran from May through August of 2023. This included a review of past, current, and future plans for Clayton, as well as surrounding neighbors, to

understand our context in the region. This also included the development of the public engagement plan and forming of committees. A statistically valid survey was distributed to the public in this phase. This phase concluded with the first large public engagement session which was held in conjunction with the Clayton Tomorrow 2040 project.

Phase 2 – Plan Development ran from September through November of 2023. This phase began the meeting of the committees. It also included a community needs assessment, a park and facility inventory assessment, a recreation facility program & financial strategy review, and a transportation network analysis.

Phase 3 – Visioning ran from November 2023 through January 2024. This phase began to combine the results of the survey, in person public feedback, and assessments performed on existing conditions to draft guiding principles.

Phase 4 – Report Development began in February of 2024. This phase included multiple meetings, document reviews, and refinement of the final goals, strategies, and implementation in the proposed report.

PLAN DOCUMENT

The Livable Community Plan (2024) report can be viewed online at <https://engageclayton.com/livable-community-master-plan>. The following is a summary of the sections included in the plan document:

Intro. Introduction & The Process

This section provides an introduction to Clayton, the high-level goals of the plan, and provides definitions for terms encountered in the following report.

Chapter 1. Context

This chapter looks at the history of Clayton, Clayton today, and Clayton in the future. It information on past plans and defines Clayton's context in the region.

Chapter 2. Understanding Clayton

This chapter provides details on results collected from community engagement and surveys to develop Community Priorities that will ultimately guide the goals and recommendations. Statistics of existing improvements, how we relate to the region/nation, and case study examples are included.

Chapter 3. Goals and Recommendations

The goals presented in this chapter each have strategies, specific actions, and guidance on how to measure success. Many times these actions will require coordination with another department or outside agency. The goals are separated into four areas and is followed by a section on implementation.

Goal 1) Leverage Public Space as a Platform for Gathering and Connection

Goal 2) Make it easy for people of all ages and abilities to walk or ride to their destination

Goal 3) Partner with the community to meet Clayton's goals of equity and sustainability now and in the future

Goal 4) Strategically embrace Clayton's role as a recreation hub for both the community and the region.

Implementation) Methods to make implementing recommendations a success.

Measuring Progress

Transformative Projects

Priorities by Phase

Funding

NEXT STEPS

Following adoption of the plan, the City will review the plan recommendations. Some recommendations will require long-range planning and budgeting and others could be implemented with lower effort and cost. With direction from the Mayor, Board of Aldermen, and City Manager, the City will confirm identified priorities for immediate consideration and will engage the associated staff and partners. Additional public engagement may be needed on key items as implementation continues.

STAFF RECOMMENDATION

Staff believes that the Livable Community Plan (2024) was prepared with significant public input and is reflective of comments made by various stakeholder groups, commissions, boards, and the public. Staff further believes that the plan will serve the City well into the future and is ready to begin implementation. Staff recommends approval of the resolution as presented.

RESOLUTION NO. 2024-18

RESOLUTION ADOPTING THE CLAYTON LIVABLE COMMUNITY PLAN (2024)

WHEREAS, in 2007 the City of Clayton adopted a Parks and Recreation Master Plan, and in 2010 adopted an update including the Shaw Park Master Play Overlay, which together included recommendations to improve park infrastructure, provide habitat, enhance connectivity, and create multi-purpose amenities; and

WHEREAS, in 2009 the City of Clayton adopted the Bikeable-Walkable Communities Plan to provide a comprehensive bicycle and pedestrian master plan; and

WHEREAS, the City desired to update both of the aforementioned plan into one plan called the Clayton Livable Community Plan; and

WHEREAS, commencing in May 2023, the City along with Agency Landscape+Planning, Toole Design Group, Recreation Results, and ETC began the process of developing a city plan by providing extensive public review and input through public meetings, surveys, presentations, and work sessions; and

WHEREAS, after extensive review and public input, the Clayton Livable Community Plan was established in order to provide the City with a vision for future planning of parks, park programming, multi-modal transportation network improvements, and implementation strategies; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:

1. The Clayton Board of Aldermen hereby adopts the Clayton Livable Community Plan published in 2024, as the guiding document related to future improvements in parks and the transportation network.

PASSED BY THE BOARD OF ALDERMEN THIS 8th DAY OF OCTOBER 2024.

Mayor

Attest:

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
MATT MALICK, P.E., DIRECTOR OF PUBLIC WORKS
DATE: OCTOBER 8, 2024
RE: RESOLUTION - TO SUPPORT CLAYTON RESTAURANTS IN JOINING THE GREEN DINING ALLIANCE

Overview:

At the July 16, 2024, Sustainability Advisory Committee (SAC) meeting, the committee unanimously recommended that the City fund 100% of the costs for restaurants to join the Green Dining Alliance (GDA). The SAC presented information on the Green Dining Alliance and the proposed program at the September 10, 2024, Board of Aldermen meeting.

The SAC committee discussed and shared the environmental and economic benefits of increasing restaurant participation in the GDA.

Supporting Reasons:

- **Environmental Impact:** Certification helps reduce food waste, CO2 emissions, and single-use plastic waste.
- **Public Support:** The program aligns with sustainability efforts that attract environmentally conscious residents and visitors.
- **Local Economic Benefits:** Sustainability-certified restaurants attract more customers and enhance the city's green reputation.

District Creation:

The SAC also discussed the potential formation of a Green Dining District in Clayton. For a district to be established, 25% of independent restaurants within a specific commercial area must be GDA certified. Becoming a Green Dining District would bring recognition to Clayton, as well as increased visibility for the participating restaurants. Other local GDA Districts are located in Maplewood, Brentwood, Cortex, The Grove, The Loop, and Webster Groves (currently in process).

Current GDA-certified restaurants in Clayton include:

- Avenue
- Crushed Red
- Pastaria

These restaurants are already supporting environmental best practices and can serve as models for others in the area.

Program Costs:

With an estimated 50-60 eligible restaurants, the costs for 100% participation would be:

- **Year 1:** Initial Certification: \$12,500 - \$15,000
- **Subsequent Years:** Annual Recertification: \$10,000 - \$12,000

Program Parameters:

- **Funding Subject to Annual Appropriation:** The program's cost and scope will be subject to annual approval during the City's budget process, allowing adjustments based on financial conditions and program performance.
- **Full Reimbursement of Costs:** Restaurants that achieve GDA certification will be reimbursed for 100% of certification and recertification costs.
- **Flexibility to Adjust or Terminate the Program:** The City reserves the right to modify the level of reimbursement, adjust program terms, or terminate the program at any time, depending on budgetary constraints or other circumstances.

Recommendation:

The SAC recommends the Board of Aldermen approve funding for the GDA program, supporting restaurant certification and sustainable waste management practices in Clayton.

RESOLUTION NO. 2024-19

RESOLUTION TO SUPPORT CLAYTON RESTAURANTS IN JOINING THE GREEN DINING ALLIANCE

WHEREAS, the City of Clayton is committed to promoting sustainability and environmental stewardship; and

WHEREAS, the Green Dining Alliance (GDA) is a restaurant certification program aimed at reducing food waste, CO2 emissions, and single-use plastic waste; and

WHEREAS, the Sustainability Advisory Committee (SAC) on July 16, 2024, recommended funding 100% of GDA certification fees for local restaurants; and

WHEREAS, approximately 50-60 restaurants in Clayton are eligible for GDA certification; and

WHEREAS, funding GDA certification will enhance Clayton's reputation as a sustainable city and attract environmentally conscious residents and visitors; and

WHEREAS, the estimated cost of supporting this program at 100% participation is \$12,500 to \$15,000 for the first year and \$10,000 to \$12,000 in subsequent years;

NOW, THEREFORE, BE IT RESOVLED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:

Section 1

The Board of Aldermen hereby approves and authorizes the development of a Green Dining Alliance program to support Clayton restaurants. The Mayor, City Manager, and other appropriate City officials are hereby authorized to establish a policy which shall address applications by restaurant operators, reimbursement procedures and other program requirements and conditions. In addition, the Mayor, City Manager, and other appropriate City officials are hereby authorized to execute any such additional documents and take any and all actions necessary, desirable, convenient, or prudent in order to carry out the intent of this legislation.

The following requirements and conditions shall be incorporated into the Program:

1. The City shall reimburse restaurants for 100% of the costs associated with GDA certification and recertification subject to appropriation of such funds by the Board of Aldermen.
2. Reimbursements shall only be made if sufficient funds have been appropriated by the Board for such Program. The reimbursements, scope and annual expenditures for this program shall be subject to annual appropriation made during the City's annual budget process or any budget amendments.
3. The City reserves the right to modify or terminate the program at any time, based on financial considerations or other factors.

Section 2

This resolution shall be in full force and effect both from and after its passage by the Board of Aldermen.

Passed by the Board of Aldermen this 8TH day of October 2024.

Mayor

ATTEST:

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
DATE: OCTOBER 8, 2024
SUBJECT: RECOMMENDATION FROM THE MAYOR'S COMMEMORATIVE
LANDSCAPE TASK FORCE – FIRST BAPTIST CHURCH

The Mayor's Commemorative Landscape Task Force has been working to commemorate overlooked or erased parts of Clayton's history. The Fiscal Year 2025 Budget allocates \$2,000 for commemorative markers, with costs shared equally between the City and the Clayton Community Foundation.

On July 26, 2022, the Mayor and Board of Aldermen approved the Task Force's recommendation to commemorate Clayton's African American history through a phased approach in collaboration with the Clayton Community Foundation, City staff, and relevant committees.

The first marker, "A Community Remembered," was dedicated on April 3, 2024, to recognize the Black neighborhood that once existed in Clayton.

The Task Force now recommends commemorating the First Baptist Church with a historical marker near its original location at 200 S. Brentwood Boulevard, in collaboration with property owners.

Proposed commemorative marker text:

First Baptist Church of Clayton
(1894-1961)

On September 15, 1894, Clayton residents Robert Taylor, William Taylor, Jefferson Tyler, William Bailey, and Robert Morris, acting as Trustees of the Missionary Baptist Church of Clayton, signed the deed of purchase for this lot to establish a church. The members built a small church, which became the fourth church in Clayton. In 1907, the community built a beautiful brick church on this site. First Baptist Church of Clayton was the center of spiritual and social activities for the Black community of Clayton until October 8, 1961. That Sunday, the charismatic Reverend Rhodes preached his last sermon at First Baptist Church; the parishioners united in their faith marched out of the church, and Reverend Dr. Rhodes locked the doors. The city had rezoned the predominately Black community from residential to commercial. The church was purchased and razed—one of the last brick-and-mortar testaments that once, for several generations, a tightly-knit, vibrant Black community existed here.

ACTION REQUESTED: Approve the commemoration of the First Baptist Church through the installation of a historical marker and the proposed text for the marker.

First Baptist Church of Clayton
(1894-1961)

On September 15, 1894, Clayton residents Robert Taylor, William Taylor, Jefferson Tyler, William Bailey, and Robert Morris, acting as Trustees of the Missionary Baptist Church of Clayton, signed the deed of purchase for this lot to establish a church. The members built a small church, which became the fourth church in Clayton. In 1907, the community built a beautiful brick church on this site. First Baptist Church of Clayton was the center of spiritual and social activities for the Black community of Clayton until October 8, 1961. That Sunday, the charismatic Reverend Rhodes preached his last sermon at First Baptist Church; the parishioners united in their faith marched out of the church, and Reverend Dr. Rhodes locked the doors. The city had rezoned the predominately Black community from residential to commercial. The church was purchased and razed—one of the last brick-and-mortar testaments that once, for several generations, a tightly-knit, vibrant Black community existed here.

Sponsored by the City of Clayton and the Mayor's Commemorative Landscape Task Force



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
DATE: OCTOBER 8, 2024
SUBJECT: RECOMMENDATION FROM THE MAYOR'S COMMEMORATIVE
LANDSCAPE TASK FORCE – OSAGE NATION

The Mayor's Commemorative Landscape Task Force has been working to honor overlooked or erased aspects of Clayton's history, including the Osage Nation. The Task Force recommends that the City commemorate the Osage Nation by installing a historical marker on city-owned property, along with interpretive signage in a public space to educate the community about the Osage Tribe, the original inhabitants of this land. Additionally, the Task Force proposes incorporating public art or other interpretive content in a community park or another suitable location. All commemorative elements—including the historical marker, interpretive signage, and public art—will be developed in collaboration with the Osage Nation.

Today, the Task Force seeks the Board of Aldermen's approval to proceed with the installation of a historical marker commemorating the Osage Nation. Final approval for all other recommendations, expenses, and the specific text for the marker will be brought before the Board at a later date.

The Fiscal Year 2025 Budget includes an allocation of \$2,000 for commemorative markers, with costs shared equally between the City and the Clayton Community Foundation. While the additional marker would exceed the budgeted amount, a budget amendment or adjustment can be considered at the time of purchase.

ACTION REQUESTED: Approve the commemoration of the Osage Nation through the installation of a historical marker.

Mayor's Commemorative Landscape Task Force

Guiding Principles

1. Commemorative objects should align with our community's highest aspirations, including as these relate to truthfulness, equity, and inclusion.
2. When considering existing or proposed commemorative objects, the City of Clayton should seek to honestly and productively engage history, and never to erase it.
3. When considering inherited and new commemorative objects, both past and present contributions and impacts of the representation must be given careful consideration.

Evaluation Criteria

1. Is the principal legacy of the namesake and/or is the subject depicted fundamentally at odds with current community values? If yes, please explain.
2. What was the context at the time and is that something we want to continue to honor and embrace?
3. Does the place name or commemorative object celebrate a part of history that we believe is fundamental to who we are and what we value?
4. Does the place name or commemorative object make a nuanced, complex history accessible to the public, or provide an opportunity to educate the public?
5. Does the place name or commemorative object restore histories that have been erased or not adequately represented, or provide an opportunity to educate the public?

Osage Nation Recognition Summary

The Mayor's Commemorative Landscape Task Force recommends a multi-dimensional, phased commitment to commemorating the living heritage of Osage Nation in our city.

Dating back to A.D. 500 and up to 1825, ancestral Osage territory covered the state of Missouri, as well as other surrounding states during this time. There are trails throughout our state, some of which went through what is now the City of Clayton. As French traders and settlers moved into the area, they established ties with the Osage who taught them how to trap beaver for their fur trade. They worked together, became business partners, some even married. But the fur trade dwindled and after the Louisiana Purchase the United States government decided it was imperative to move all tribes farther west to make way for European settlers to take over the land and build a new country. Under pressure, the Osage ceded their land in Missouri in 1808. They were paid one cent for every six acres ceded.

Summary

“By applying the egocentric logic of assumed superiority, Western civilization rationalized the usurpation of Indian sovereignty and the seizing of Indian territory...

No reasonable mind could deny that the technology or hardware of Western civilization was superior to that of the Indian civilization. However, in matters of cultural intangibles, there are valid reasons to question the superiority of Western civilizations over Indian civilizations.

There is no doubt that in 1500 a higher percentage of Indians enjoyed better housing, better nutrition, better clothing and greater freedom than the conditions that prevailed in Western civilizations.”

Burns, Louis F. A History of the Osage People, The University of Alabama Press, 2004

Summary

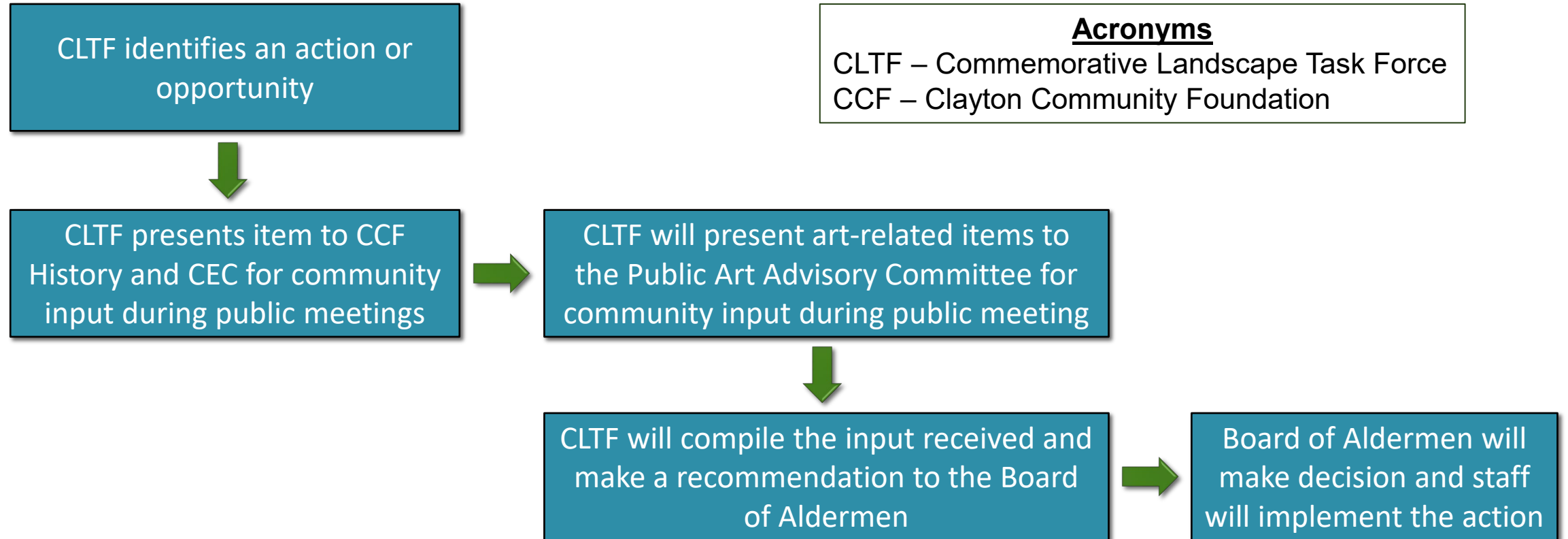
Across St. Louis and throughout the United States, forced removal of Indigenous populations has been accompanied by erasure and misrepresentation of their histories, cultures, and continued presence.

Today there are efforts underway across greater St. Louis, the State of Missouri, and nationwide to address this erasure by commemorating and embracing local Indigenous community histories and cultures. Following initial consultations with Osage elders and community representatives, we recommend that Clayton join this effort through a multi-dimensional, phased approach to the recognition that our city stands on land that was once part of Osage Nation. This would be an on-going effort, working with the Osage Nation, CCF, staff and appropriate committees and commissions as determined by the BOA to find ways to tell this story, and acknowledge Osage heritage in the area that became Clayton. At this stage we seek a commitment in principle to the proposed commemorative effort, outlining the rationale and recommended approach.

Approval Process

Acronyms

CLTF – Commemorative Landscape Task Force
CCF – Clayton Community Foundation



Evaluation Criteria #1

Is the principal legacy of the namesake and/or is the subject depicted fundamentally at odds with current community values?

- a. The history of the land that became the City of Clayton long pre-dates the arrival of European explorers and settlers. There was a culturally rich and sophisticated society of people who had inhabited this land, with their own customs and belief systems. The United States maneuvered to displace communities and destroy their native culture under the guise of 'civilizing' the native people who lived and thrived on these lands. By acknowledging that we are on the traditional homelands of the Osage Nation, we pay respect to elders, both past and present, thank them for their stewardship of this land, and pay greater respect to this Osage heritage.*
- b. When we understand our past, we are able to create a better future.*

Evaluation Criteria #2

What was the context at the time and is that something we want to continue to honor and embrace?

- a. The Cahokian culture, centered around the present-day city of Cahokia, Illinois was the dominant culture from about A.D. 1000 to A.D. 1350. The Osage were part of that development. When that society collapsed (for reasons that can only be speculated on), the Osage re-centered their homelands in additional areas of central and southern Missouri.*
- b. The Osage inhabited virtually every part of what is now the state of Missouri, living in long arched lodges made of bent hickory poles. They built villages, expanded their hunting territory, established burial sites and designated sacred sites in accordance with their belief system.*
- c. After the Louisiana Purchase in 1803 the United States government decided that all of the Indians who lived east of the Mississippi had to relocate west of the Mississippi. At that point there were tribes who had lived on that land for many centuries. This set off many battles.*

Evaluation Criteria #2

What was the context at the time and is that something we want to continue to honor and embrace?

d. Ultimately the U.S. negotiated a series of treaties in which the Osage ceded their land:

- *Treaty of 1808 – 56,887,147.66 acres*
- *Treaty of 1818 - 2,029,912.13 acres*
- *Treaty of 1825 – 46,602,130.62 acres*
- *Treaty of 1865 – 4,126,099.48*
- *Treaty of 1872 – 4,807,832.88*
- *TOTAL ACREAGE CEDED: 114,453,122.76*

e. In total the Osage were paid \$166,100 in cash, annuities, livestock, horses, farming equipment and merchandise.

This comes to a payment of one penny for every six acres.*

*Source: Osage Nation presentation at MCLTF meeting

Evaluation Criteria #3

Does the place name or commemorative object celebrate a part of history that we believe is fundamental to who we are and what we value? (Add, Remove, Amend)

- 1. Part of the Osage Trail runs right through Clayton. The exact location is not shared by the Osage Nation in order to protect the land from being looted or otherwise desecrated, but it is very much a part of our City.*
- 2. By recognizing this heritage, we are honoring those who came before us as well as the Osage community today. When we tell the true story of the Osage Nation, we can begin to understand and embrace their history and legacy as part of the story of Clayton. Informed by our history, good and bad, we move forward to build a better future together.*

Evaluation Criteria #4

Does the place name or commemorative object make a nuanced, complex history accessible to the public, or provide an opportunity to educate the public?

- a. Add: We recommend that Clayton move forward to add historical markers and interpretative signage in a public space to educate people about the Osage Nation, the original inhabitants of our land we sit on today.*
- b. Add: We recommend the placement of public art or other interpretive content in a community park or other appropriate location.*
- c. We recommend that this work be done through collaboration with The Osage Nation.*

Evaluation Criteria #5

Does the place name or commemorative object restore histories that have been erased or not adequately represented, or provide an opportunity to educate the public?

- a. The displacement of Indigenous people was accompanied by the erasure and misrepresentation of their history and culture.*
- b. Many communities in the region and across the U.S. are taking steps to commemorate and embrace their local Indigenous histories, through engagement with Native communities.*
- c. We seek to honor and acknowledge the Indigenous people who historically occupied, nurtured and thrived on these lands. This commemorative effort is intended to provide a space where the tradition of this living culture can be reflected upon.*

Comments/Questions

Mayor's Commemorative Landscape Task Force

RECOMMENDATION: Commemorating Clayton's Osage Community

Guiding Principles

- 1. Commemorative objects should align with our community's highest aspirations, including as these relate to truthfulness, equity, and inclusion.***
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- 3. When considering inherited and new commemorative objects, both past and present contributions and impacts of the representation must be given careful consideration.***

Evaluation Criteria

- 1. Is the principal legacy of the namesake and/or is the subject depicted fundamentally at odds with current community values? If yes, please explain.***
- 2. What was the context at the time and is that something we want to continue to honor and embrace?***
- 3. Does the place name or commemorative object celebrate a part of history that we believe is fundamental to who we are and what we value?***
- 4. Does the place name or commemorative object make a nuanced, complex history accessible to the public, or provide an opportunity to educate the public?***
- 5. Does the place name or commemorative object restore histories that have been erased or not adequately represented, or provide an opportunity to educate the public?***

Summary

The Mayor's Commemorative Landscape Task Force recommends a multi-dimensional, phased commitment to commemorating the history of the Osage people who for Millennia lived in what is now Clayton.

Dating back to A.D. 500 and up to 1825, ancestral Osage territory covered the state of Missouri, as well as other surrounding states during this time. There are trails throughout our state, some of which went through what is now the City of Clayton. As French traders and settlers moved into the area, they established ties with the Osage who taught them how to trap beaver for their fur trade. They worked together, became business partners, some even married. But the fur trade dwindled and after the Louisiana Purchase the United States government decided it was imperative to move all tribes farther west to make way for European settlers to take over the land and build a new country. Under pressure, the Osage ceded their land in Missouri in 1808. They were paid one cent for every six acres ceded.

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Below we provide more detail on this commemorative recommendation with reference to our evaluation criteria.

Evaluation Criteria

1. Is the principal legacy of the namesake and/or is the subject depicted fundamentally at odds with current community values? If yes, please explain.

- a. *The history of the land that became the City of Clayton long pre-dates the arrival of European explorers and settlers. There was a culturally rich and sophisticated society of people who had inhabited this land, with their own customs and belief systems. The United States maneuvered to displace communities and destroy their native culture under the guise of ‘civilizing’ the native people who lived and thrived on these lands. By acknowledging that we are on the traditional homelands of the Osage Nation, we pay respect to elders, both past and present, thank them for their stewardship of this land, and pay greater respect to this Osage heritage.*
- b. *When we understand our past, we are able to create a better future.*

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