

CONTRACT FOR DEMOLITION AND SITE RESTORATION WORK

This Contract for Demolition and Site Restoration Work (“Agreement”) is made and entered into as of the _____ day of _____, 2022, by and between _____ (“Contractor”), and the St. Louis County Port Authority (“Owner”), with respect to the provision by Contractor to Owner of certain labor, materials, equipment and related work and services in connection with the demolition of building structures and restoration of the demolition site at the following locations: _____ MO (“Project”).

SECTION 1

Contract Documents

1. As used herein, the term “Contract Documents” consist of (a) this Agreement; (b) the requirements and directions with respect to the Work set forth in Exhibit A attached hereto, specifically including but not limited to the Building and Site Demolition Plans and Site Restoration Plans dated October 11, 2021 prepared by Stock & Associates Consulting Engineers, Inc.; (c) all other Exhibits attached hereto; and (d) any Addenda issued by the Owner with respect to the Work. The Contract Documents form the Contract for Ordered Demolition Work. All Contract Documents and Exhibits to this Agreement are fully incorporated into this Agreement by reference and are as fully a part of this Agreement as if repeated in their entirety in this Agreement. References herein to the “Site” shall mean the locations of the Project and any areas therein or adjacent thereto where the Work is to be performed and/or the Contractor is permitted to store or stage the Work and/or any equipment or tools.

2. In the event of a conflict among any of the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in Article 1, Section 1 above, except: (1) that a change order or amendment signed by both parties shall take precedence over that portion of any other Contract Document which is modified by change order or amendment; and (2) with respect to conflicts or ambiguities as to the nature and extent of the Work to be performed, all labor, services or other items necessary for the execution of the Work and any labor, services or other items which are reasonably inferable as necessary to complete the Work within the limits established by the Contract Documents, shall be considered as part of the Contract Documents and shall be executed by the Contractor in the same manner and with the same character and quality of material as other portions of the Work, without increase in the Contract Sum or extension of the Completion Date. In the event of duplications or conflicts among the Contract Documents relating to the quality of Work to be performed or the equipment to be provided, the Contractor shall notify the Owner of the conflict and obtain the Owner’s direction as to the resolution of the duplication or conflict before proceeding with any affected Work.

SECTION 2

Scope of Work

1. Pursuant to this Agreement, Contractor shall be responsible to raze, destroy, remove, demolish and dispose of all structures at the Site (including any basements, foundations or other substructures) and restore the site in accordance with the requirements of the Contract Documents, including the requirements and directions set forth in Exhibit A hereto. As used herein, the term “Work” shall mean, and the Contractor shall be required to perform or provide, all labor, supervision, materials, equipment, tools, supplies, taxes, permits and all other property and services necessary to perform all demolition, removal and disposal as required by the Contract Documents, and all other obligations or services set forth in or reasonably inferable from the Contract Documents, in a good and workmanlike manner and in accordance with the requirements of the Contract Documents. In this regard, Contractor

acknowledges and agrees that the purpose of this Agreement is to raze, demolishe, and remove all building structures at the Site in such fashion as to allow Owner, subsequent to the completion of the Work, to hold the Site for future developpment. Contractor agrees that at the conclusion of the Work, the Site shall be graded and restored to such condition as required by the Contract Documents, with all structures and pavement fully demolished and removed and all required certifications, approvals and authorizations received in order for Owner to thereafter hold the Site for future development. The Contractor's services shall be performed in (and measured according to) a manner consistent with those standards of professional skill, care and diligence applicable to a Contractor of comparable experience and knowledge in similar circumstances. In this regard, the Contractor acknowledges that Contractor has made representations to the Owner in Contractor's proposal that Contractor has substantial experience in the demolition, removal and disposal of materials and structures substantially similar to those required by the Work and that the Owner has reasonably relied on such representations in entering into this Agreement with the Contractor.

2. In connection with the Work, Contractor shall do the following:
 - (a) Raze, demolish and destroy all structures on the Site in such manner and with such procedures as are required by the Contract Documents and applicable law. In this regard, Contractor acknowledges that specific procedures and requirements for the demolition of structures are imposed by applicable law, and Contractor agrees that it will conform to these requirements (and comply with all applicable restrictions and limitations) and will not use different procedures for the demolition of structures without the prior and written consent of the Owner. All structures are to be removed, and shall be removed to such grade levels as are specified in the Contract Documents. The Contract Documents include a specific grading and restoration plan establishing requirements that are essential to the Owner's subsequent development of the Site. Contractor shall be responsible to grade and restore the Site subsequent to demolition and removal in complete accordance with the grading and restoration plan and any other requirements in the Contract Documents. In this regard, Contractor expressly acknowledges and agrees that Contractor is required to fully remove all structures and other items demolished at the Site and is not entitled to bury or otherwise utilize such items as fill material at the Site. Clean dirt shall be used to fill in the former building pad. The pad site shall be graded and rubble removed in order to be able to be mowed. The scope shall include fescue lawn seeding and straw of the pad or the placement of sod, in conformity with the technical specifications and drawings.
 - (b) Contractor acknowledges that Owner may retain or use certain persons and entities to act as consultants to the Owner and to assist the Owner in the observation of certain aspects of the Work, including monitoring Contractor's activities (such consultants are collectively referred to herein as the "Owner's Consultants"). Contractor acknowledges that Owner's Consultants will perform regular air sampling to monitor air quality and assess the discharge of fiber, dust or other hazardous materials in connection with the Work. Contractor agrees that it shall take all actions required by Owner or Owner's Consultants, promptly and without increase in the Contract Sum, in order to reduce the discharge of fiber, dust or other hazardous materials and to maintain air quality at the Site within the requirements of the Contract Documents and/or applicable law.
 - (c) Procure, obtain and pay for any and all necessary permits, approvals and notifications required in connection with the Work. Specifically, Contractor shall cap, disconnect or destroy all existing utility lines at the Site, as required by the Contract Documents and as

required by governing codes, public officials and utility companies. This includes, but is not limited to, sewers, water service, electric, natural gas, phone and cable and includes any street patching or sidewalk repair necessary due to the utility disconnections or demolition Work. After completing the capping, disconnection or destruction of existing utility lines servicing any structure on the Site, Contractor shall provide Owner with specific information, referencing the property lines of the Site, and identifying the location of all utility lines that have been capped, disconnected or destroyed. Any utilities at the Site not exclusively servicing the structure designated to be demolished must be left intact and operating unless prior permission has been given by the Owner, and if applicable, by governing code enforcement agencies, public officials and utility companies. Contractor shall be solely responsible to manage, coordinate and obtain all required utility and government approvals associated with the disconnection, demolition, destruction and/or capping of all utilities included as part of the Work. Owner shall have no responsibility for any activities associated with the disconnection, capping, destruction or demolition of utilities or for any required coordinations with or authorizations from any utilities or governing authorities in connection therewith.

- (d) Remove all standing walls and loading ramps and other foundational structures to ground level and haul off as required by the Contract Documents. Contractor will remove all such hazardous materials found to be present during demolition in full compliance with all applicable EPA, OSHA, local, state and federal rules, regulations, standards, guidelines and laws. All hazardous, combustible and perishable materials generated from the demolition activities shall be hauled off Site by Contractor to an approved landfill.
- (e) Erect and maintain all necessary fencing, barricades, street closings and scaffolding, temporary or permanent shoring, bracing, supports and anchoring and obtain all associated permits in order to perform the Work properly and safely in accordance with all applicable laws. County or MSD SWPP applicable requirements shall be included.
- (f) Contractor shall be fully responsible for the complete, proper and safe removal and disposal of all property remaining in the buildings and structures at the Site in connection with the demolition including but not limited to mechanical, heating, ventilating and air conditioning systems, plumbing fixtures, components and piping, electrical systems, equipment fixtures and devices (including lights and supports) and any other building fixtures or items.
- (g) Contractor will be responsible to provide for and require that all persons conducting removal activities wear appropriate personal protective gear and have appropriate training with respect to the Work and activities they are requested to perform.
- (h) Maintain and submit all required documentation relating to the Work, including but not limited to listing of certified personnel, chain of custody, labor records, timesheets, closure documentation, training certificates, and photographs related to the Work. Contractor shall make such documentation available to Owner for review promptly upon request and shall indemnify and hold Owner and St. Louis County and their respective employees, agents, affiliates, subsidiaries and related entities harmless from all costs, damages, expenses, fines or penalties associated with Contractor's failure to maintain and submit any such documentation as required by applicable law.

3. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner, and shall verify field conditions and shall carefully

compare such conditions and other information known to the Contractor with the Contract Documents before commencing activities. Contractor shall promptly report to the Owner errors, inconsistencies or omissions discovered or any variance observed by Contractor from applicable laws, statutes, ordinances, building codes, rules, regulations or any lawful orders of any governmental body, or public or quasi-public authority or variance from or conflict with existing conditions at the Site. If the Contractor performs any demolition activity when Contractor knows such activity involves an error, inconsistency or omission in the Contract Documents without such notice to the Owner, the Contractor shall be responsible for such performance and shall bear the attributable costs for correction.

4. The Contractor is independently responsible for obtaining, reviewing and coordinating the provisions of all of the Contract Documents, whether or not such documents have been delivered to the Contractor in connection with the request for bid, have been individually signed by the Contractor and Owner or have been physically attached to the Agreement. The failure to review or obtain any such document shall not relieve or excuse the Contractor from compliance with the terms of such document or the terms of any other Contract Document.

5. The Contractor represents that Contractor has visited the Site, has examined carefully all of the Contract Documents, has reviewed all reports, test data and other information relating to the conditions at the Project Site that have been made available to the Contractor by Owner or Owner's Consultant in connection with the solicitation or submission of the Contractor's bid and the negotiation of this Agreement, and has made a reasonably thorough inspection of the Site. Based on the foregoing, the Contractor assumes responsibility for (and shall not be entitled to any extension of the Completion Dates or increase in the Contract Sum or to any other damages or additional compensation based on) any conditions at the Site which are reasonably disclosed to the Contractor based on the information made available to the Contractor by the Owner or Owner's Consultants prior to the execution of this Agreement (including a reasonably thorough inspection of the Project Site). The Contractor acknowledges that the existence and location of underground and infrastructure mechanical and electrical systems, utilities and other items (such as tanks) as reflected in the information provided to Contractor is not guaranteed. Contractor shall be responsible, prior to beginning Work in any such area, to investigate and verify the location of such items.

SECTION 3

Time and Schedule

1. Contractor shall commence and complete the work required by this Agreement in accordance with the schedule and time limits established in Exhibit B hereto (which is incorporated fully herein by reference). **Contractor specifically acknowledges that Owner requires close communication and coordination with Contractor in order to appropriately manage various public relations activities arising out of the Project. Specifically, Contractor agrees that it shall communicate with Owner's representatives Elizabeth Noonan (314-562-4552) and George Stock (636-530-9100) prior to the following milestones: (i) completion of all utility disconnects; (ii) acquisition of all necessary demolition and St. Louis County Health Department permits; and (iii) the commencement of demolition. Contractor agrees that it will not commence demolition activities without at least three (3) business days advance notice in order to permit Owner to coordinate any necessary public relations activities.** In the event that Contractor fails to commence and complete the Work in accordance with the requirements of this Agreement (except for reasons beyond the reasonable control of Contractor or its subcontractors and suppliers), Owner shall have the right, in addition to any other rights or remedies, immediately to hire another person or entity (or to use Owner personnel) to perform or complete Contractor's Work, and in such event Contractor shall be liable to Owner for the full cost incurred by Owner in order to procure the performance and completion of such Work and all other

damages incurred by Owner as a consequence of such failure. This requires that all work be performed and completed in complete accordance with the applicable drawings, specifications and other provisions of this Agreement.

SECTION 4

Contract Sum

1. Owner shall pay to Contractor in current funds for the full and satisfactory performance of the Work the total amount of _____ (“Contract Sum”). Contractor acknowledges that the Contract Sum has been established at the time of execution of this Agreement based on expected quantities of ordered demolition debris and expected amounts of demolition and restoration work, which have been determined by Contractor based on Contractor’s own inspection of the Site prior to execution of this Agreement.

2. The Contract Sum includes the amount of all applicable Federal, State or local taxes (including sales, consumer, use and similar taxes, and taxes on the wages of Contractor’s employees), permits and approvals, and the cost of all labor and supervision necessary to perform the Work as required herein. Contractor shall be solely responsible to pay any taxes measured by the wages of its employees as required by applicable law, and shall indemnify and hold Owner harmless on account of any such taxes assessed against Owner under authority of said law.

3. Periodic payments for the performance of Contractor’s work shall be made monthly. Each monthly payment application shall request payment only for Work then performed by Contractor, materials then installed by Contractor as part of its Work on the Project (unless otherwise agreed by Owner), and Work completed as of the date of the payment application and authorized by a written change order signed by Owner. Each monthly payment application shall (i) itemize the Work as directed by Owner, (ii) assign a completed percentage for each item of the Work included, (iii) indicate the total amount previously invoiced by Contractor through the date of the current request for payment, and (iv) include a partial lien waiver, executed by the Contractor, for the full amount of the payment requested in the payment application, effective upon receipt of payment and a lien waiver, executed by each subcontractor, covering all Work performed by such subcontractor that has actually been paid for by the Owner pursuant to any preceding payment application. Provided the payment application is in proper form, contains all required supporting documentation and is received by Owner within the time required by this paragraph, and except to the extent Owner takes exception to the payment application, Owner shall make payment to Contractor of the approved amounts requested in the payment application minus retainage of ten percent (10%) within thirty (30) days after receipt of the application.

4. “Final Payment” shall not be due and owing to Contractor until (30) thirty days after completion of all of the Work and submission to the Owner, of the following: (1) executed releases (effective upon receipt of Final Payment) signed by Contractor and all subcontractors who may be entitled to a claim against the Owner or the Project discharging and waiving all claims, damages, causes of actions, and/or suits against the Owner or the Owner’s property relating to the Project, the Work, or the Agreement, effective upon receipt of the Final Payment; (2) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner’s property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied; and (3) if required by Owner, such other documents or data establishing payment or satisfaction of Contractor’s obligations hereunder, consent of surety or evidence of continuation of required insurance, to the extent and in such form as may be designated by the Owner.

5. Owner shall have the right to charge back against Contractor, and to deduct from any payments due Contractor pursuant to this Agreement, all amounts incurred by Owner as a result of any failure by Contractor to comply with the terms of this Agreement or as a result of any negligence or unsatisfactory Work by Contractor or its subcontractors, including but not limited to all costs incurred by Owner to correct defective or non-conforming Work, all amounts paid by Owner to any subcontractor or supplier as a result of Contractor's failure to make payment to such person or entity. No payment made by Owner pursuant to this Agreement, including final payment, nor any partial or entire use or occupancy of the Work by Owner shall be considered as, or deemed to imply, acceptance of any such Work.

SECTION 5

Changes

1. Contractor shall not make any change in the Work on the Project, or to the times for commencement or completion of the Work, and Contractor shall not be entitled to any increase in the Contract Sum or to any additional compensation of any kind as a result of any change in the Work or delay to the commencement or completion of the Work, except and only to the extent such change has been authorized in advance by Owner by issuance of a Change Order in the form attached hereto as Exhibit C.

2. In the event that Contractor is entitled to an increase in the Contract Sum as a result of any change to the Work on the Project, such increase shall be limited to 105% of Contractor's actual and direct increased costs of labor, material and equipment, plus applicable taxes, incurred as a result of the change, without any other or additional costs, markup or expenses of any kind. No other or additional claims, damages or costs shall be paid by Owner as a result of any such change.

SECTION 6

General Provisions Relating to the Performance of the Work

1. Contractor agrees at all times to provide Owner (or any other consultant retained by Owner) with access to the Work, wherever it is in preparation or progress, in order to allow Owner to inspect the demolition and restoration or progress thereof. Contractor acknowledges and agrees, however, that the performance of the Work under the observation or supervision of Owner (or any such architect or consultant), or the failure of them to make inspection, or testing, or to discover or dispute any defective Work or materials during any inspection, shall not prejudice the rights of Owner hereunder, and shall not relieve, reduce or diminish Contractor's responsibility for performance of the Work as required by this Agreement. Contractor agrees that it will perform the Work in compliance with applicable standards, laws, codes and regulations and the standards of all utilities and local authorities having jurisdictions over the Project. Contractor shall maintain the Project site in a clean and orderly condition during the demolition period. Contractor shall contain all construction materials, equipment, fixtures and debris within the Project and shall promptly remove all unused construction materials, equipment, shipping containers, packaging debris and flammable waste from the Project.

2. Contractor shall be responsible to take all necessary precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees and workers at the Site and other persons who may be affected by the Work; (2) materials and equipment located at the Site or under the care, custody or control of Contractor or any subcontractor employed or retained to perform Work on the Project; and (3) other property at the Site or adjacent thereto. In this regard, Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

Contractor shall be liable for all damages or loss to persons or property (including but not limited to damages or fines caused by the failure to perform the Work in accordance with the requirements of the Contract Documents or applicable law) to the extent caused by the Contractor or any subcontractor retained to perform Work in connection with the Project, and will indemnify and hold Owner harmless from all damages, costs and expenses, including reasonable attorney's fees incurred, as a result of any such damage or loss.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold Owner (including its officers and directors), St. Louis County (including its officers and directors), the City of Clayton (including its officers and directors), Stock & Associates Consulting Engineers, Inc. (including its officers and directors), Clayton Corporate Park Management LLC (including its officers and directors) and Enterprise Holdings, Inc., (including its officers and directors) and the agents and employees of any of them ("**Indemnified Parties**"), harmless from and against any and all claims, damages, losses, liabilities and expenses, including without limitation attorneys fees, arising out of or resulting from the performance of the Work or Contractor's failure to comply with the terms or provisions of this Agreement, to the extent caused in whole or in part by any breach of this Agreement or any willful or negligent acts or omissions of the Contractor or any Subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by any of the Indemnified Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to any of the Indemnified Parties. In claims against any of the Indemnified Parties by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4. From and after the execution of this Agreement, through and to final completion of the Work, Contractor shall be responsible for and bear all risk of damage to or loss or theft of all materials furnished by Contractor for the Work on the Project site, the Work completed or in progress, and all equipment furnished or used by Contractor at the site. Contractor shall arrange for and be responsible for storage of all materials and equipment during the course of the Work. All temporary facilities, equipment or services necessary in connection with Contractor's Work on the project shall be provided by Contractor at its sole cost and expense.

SECTION 7

TERMINATION; REMEDIES AND DAMAGES

1. Owner may terminate this Agreement, with or without cause, upon five (5) calendar days prior written notice to Contractor, setting forth the reason for termination in the written notice. Termination will thereafter be effective five (5) days after Contractor's receipt of the written notice. Contractor shall be deemed to have received the notice one (1) day after it is delivered by facsimile transmission, or one (1) day after it is delivered by hand delivery or express delivery service. Upon receipt of notice of termination pursuant to this paragraph, Contractor shall immediately discontinue performing the Work and placing orders for any material or equipment in connection with the Work, and shall make all reasonable efforts to procure cancellation of all existing commitments for material or equipment upon terms satisfactory to Owner, and shall thereafter do only such Work as may be necessary to preserve or protect Work already in place or in progress and to protect material and equipment at the worksite or in transit thereto.

2. If this Agreement is terminated by Owner for any reason attributable to the fault, negligence, error, omission, breach of contract or breach of warranty of Contractor, or its subcontractors or suppliers, Owner may, without prejudice to any other rights or remedies, take possession of the worksite and all materials thereon, and finish the Work by whatever method Owner deems expedient. In such event, Contractor shall not be entitled to receive any further payment until the Work is completed. After the Work has been completed, Contractor shall be entitled to payment (in such amounts as are required by this Agreement), only for Work performed by Contractor up to and including the date of termination, which amount shall be subject to any deductions permitted by the terms of this Agreement. In addition, upon such termination, Contractor shall be responsible to Owner for any damages, costs or expenses incurred by Owner as a result of the fault, negligence, error, omission, breach of contract or breach of warranty of Contractor or its subcontractors and suppliers.

3. In the event this Agreement is terminated by Owner without cause, Contractor shall be entitled to payment (in such amounts as are required by this Agreement) for all Work performed by Contractor up to and including the date of termination, plus the costs of services, materials, equipment and supplies, ordered prior to the date of such termination, for use in connection with the Work and reasonably necessary for the discharge of Contractor's responsibilities under this Agreement, or if applicable, cancellation charges for such services, materials, equipment and supplies which cannot be discontinued by Contractor without cost or penalty upon notice of such termination. Contractor's sole and exclusive rights in the event of such termination shall be those set forth in this paragraph, and Contractor shall be entitled to no additional compensation and shall have no additional or other rights of any kind, type or nature arising out of or under this Agreement by virtue of such termination.

4. Contractor may terminate this Agreement upon fourteen (14) days written notice to Owner, if Owner has failed to make payment to Contractor of amounts due and owing pursuant to the terms of this Agreement, for a period of thirty (30) days or longer after the date when payment is first due. If payment is made by Owner within the fourteen (14) day notice period, the termination shall not be effective. If payment is not made within the fourteen (14) day notice period, however, termination shall be effective on the fifteenth day after the notice is received by Owner. Owner shall be deemed to have received the notice one (1) day after it is delivered by facsimile transmission, or one (1) day after it is delivered by hand delivery or express delivery service. In the event of such termination, Contractor shall be entitled to such payments as are permitted by paragraph 3 of this Section above. Contractor shall be entitled to no additional compensation and shall have no additional or other rights of any kind, type or nature arising out of this Agreement by virtue of such nonpayment or termination.

SECTION 8

INSURANCE

1. Contractor shall purchase and maintain, at Contractor's sole cost and expense, and shall require all Subcontractors (at any tier) responsible to perform demolition or restoration work to purchase and maintain, at their respective sole cost and expense, the insurance indicated below issued by insurance companies licensed to do business in the State(s) where the Work is to be performed and having a minimum A.M. Best's rating of A-VI. Contractor shall furnish to Owner, in quadruplicate, certificates of such insurance policies, which certificates shall specify that such insurance will not be canceled or modified until at least thirty (30) days written notice has been given to Owner. Certificates of the required insurance policies (from Contractor and subcontractors) must be provided to Owner at least three (3) business days prior to the commencement of any work at the Site. All such insurance, whether from Contractor or its subcontractors (other than Worker's Compensation insurance), shall name Contractor, Owner, and all Indemnified Parties as defined in Section 3 of Article 6 above, and their respective agents,

as additional insured (this Additional Insured coverage must be via endorsement and must be included on the Certificates of Insurance provided to Owner by Contractor and its subcontractors):

FORM OF COVERAGE	LIMITS OF LIABILITY
Statutory Worker's Compensation and Employer's Liability	Worker's Compensation - as required by Statute. Employer's Liability - (a) \$1 Million Bodily Injury by Accident, per accident; (b) \$1 Million Bodily Injury by Disease, each employee; and (c) \$1 Million Bodily Injury by Disease, policy limit
Commercial General Liability, on a primary and non-contributory basis, including contractual liability and contractor's protective liability (covering all damage to persons or property arising from the Work)	\$1,000,000 per occurrence combined single limit for bodily injury, including personal injury, and property damage, to apply on a per project basis
Automobile liability, including non-owned and hired car liability	Not less than \$1,000,000 per accident combined single limit for bodily injury and property damage
Excess or Umbrella Liability (exclusive of defense costs if applicable) in excess of all liability insurance policies referenced above, including but not limited to Commercial General Liability Products and Completed Operations, Automobile liability	Not less than \$5 million per occurrence and aggregate and all limits to apply on a per project basis
Property insurance on an "all risk" or "special risk" form covering all property such as tools, equipment and machinery used by Contractor or applicable subcontractor in the performance of the Work (whether owned or leased) and containing a waiver of subrogation in favor of Owner and Owner's consultants	Limits not less than "Replacement Cost Value"

2. All policies of liability insurance required under the terms of Section 1 above shall be on an "occurrence" form, covering the full period when all Work required under this Agreement is to be provided. "Claims Made" liability policy forms are not permitted without the prior and express written approval of Owner. All insurance shall be on a primary and non-contributory basis. All policies of insurance required under the terms of Section 1 above shall contain a waiver of subrogation rights against the Owner, its insurers and officers, directors, employees, agents and representatives.

3. The Contractor shall provide to Owner a combined performance and payment bond in a penal sum amount equal to 100% of the initial Contract Sum. Upon the request of any person or entity appearing to be a potential beneficiary of the payment bond, Contractor shall promptly furnish to such person or entity a complete copy of the bond.

SECTION 9

MISCELLANEOUS

1. All terms defined herein are used in conformance with such definitions. All other terms and phrases that have well-known technical or construction industry meanings are used in accordance

with those meanings, unless otherwise defined herein or other context clearly indicates a different meaning. This Agreement constitutes the complete and integrated agreement between Owner and Contractor and supersedes all prior agreements or understandings, whether written or oral. This Agreement may be amended or modified only by a written document signed by Owner and Contractor.

2. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri. All claims or disputes between the Contractor and the Owner arising out or relating to this Agreement, or the breach thereof, shall be decided by litigation filed in the State where the Project is located. In any action brought by either party arising out of or relating to the Project, the Work, this Agreement, the Contract Documents or the breach thereof, reasonable attorneys' fees shall be awarded to the prevailing party, measured by the extent to which such party in fact prevails in the action as determined by the extent such party in fact succeeds in each claim or defense asserted by the party.

3. All Work performed by Contractor shall comply in every respect with all applicable laws (including, but not limited to, the Federal Occupational Safety and Health Act, as amended and current) ordinances and regulations of duly constituted authorities in force in the locality in which the Work is performed; and if any licenses, permits or bonds are required in connection therewith, the same shall be furnished by Contractor at its own cost and expense.

4. Contractor agrees to comply with the provisions of the Equal Opportunity Clauses at 41 CFR Sections 60-1.4(a), 60-250.5(a) and 60-741.5(a), which are hereby incorporated into this Agreement by reference.

5. The Contractor and each of its Subcontractors shall comply with the Missouri Prevailing Wage Law and all amendments thereto. The Contractor and its Subcontractors shall certify their compliance with this law on forms satisfactory to the Owner prior to receiving payment.

6. This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Contract may be executed and transmitted by facsimile and, in such event, the transmission by facsimile shall have the same force and effect as the hand delivery of an original of this Contract to the recipient duly executed in ink.

[Signature page on next page]

IN WITNESS WHEREOF, the undersigned have hereunto set their hand as of the day and year first above written.

OWNER:

ST. LOUIS COUNTY PORT AUTHORITY

By: _____

Name:

Title:

CONTRACTOR:

By _____

Name

Title:

EXHIBIT A

WORK REQUIREMENTS AND DIRECTIONS

[**Attach** Building and Site Demolition Plans and Site Restoration Plans dated October 11, 2021 prepared by Stock & Associates Consulting Engineers, Inc.]

1. The Work to be performed is the complete demolition of all structures located at Project site, and the removal of the existing concrete and or asphalt pavement and granular fill sub-base.
2. Contractor shall be responsible for coordinating and ensuring that all Work is conducted in accordance with applicable laws and regulations. All work shall be performed such that Contractor, Owner's employees, and general public exposures to hazardous materials are minimized, building contamination is prevented, contaminated materials are promptly and legally disposed of, and interference with public traffic is minimized.
3. **Application for Permits:** Before commencement of demolition, the Contractor shall:
 - a. Obtain all required demolition permits and approvals from, as applicable, the St. Louis County Department of Health, St. Louis County Department of Public Works, and the City of Clayton.
 - b. Arrange for all utility companies to disconnect their respective facilities and provide verification that the gas, electric, water and sewer services have been disconnected properly. Verifications from the utility companies or service providers shall be provided in writing to the St. Louis County Department of Public Works, Commercial Building Inspection Section and St. Louis County Port Authority.
 - c. Secure and provide to St. Louis County Port Authority all Commercial Building Inspector approved Demolition Permit Release Authorizations and approvals from the St. Louis County Department of Health, and any other applicable jurisdiction in accordance with applicable law.
 - d. Pay all permit and inspection fees required for the completion of the project, including, without limitation, all applicable Stormwater Prevention Pollution Plan requirements.
4. **Water Tap Destroy and Permanent Sewer Caps:** The Contractor must obtain any required plumbing permits for potable water tap destroys and permanent sanitary sewer caps.
5. **Demolition:** All work shall be conducted in a safe and professional manner to avoid injury to persons or damage to property, structures and roads. **The use of explosives will not be permitted.** The Contractor shall:
 - a. Demolish all structures and remove all steps, private sidewalks, driveways etc.
 - b. Remove all demolition materials from the site and dispose of legally. Burning of materials on site is not permitted.

- c. Remove all exterior foundation walls and piers, and basement floor and interior walls.
- d. Use water sprinkling, temporary enclosures or other suitable methods to limit dust and dirt from rising and scattering in the air, except when to do so would create hazards not in the best interest of the public welfare.
- e. Clean adjacent structure(s) of dust, dirt, and debris caused by demolition operations, as directed by St. Louis County Port Authority.
- f. Remove and transport salvage items away from the site as the work progresses. The storage and/or sale of salvage items on site will not be permitted.
- g. Conduct demolition operations and removal of debris in a manner that will ensure minimum interference with roads, streets, walks and adjacent facilities.
- h. Repair immediately any damage that may occur to adjacent structures, property, or roadways, as a result of the demolition operations, without any cost to the owner thereof or St. Louis County Port Authority.
- i. Notify the Commercial Building Inspection Section of the St. Louis County Department of Public Works of inspection requests not less than 24 hours in advance. The permit holder shall be held responsible for scheduling and canceling inspections for all contractors and subcontractors.

6. **Site Restoration:** The Contractor shall backfill all basement excavations. The Contractor shall grade and maintain the lots in conformity with the established elevation at the perimeter of the property and the street grade at curb level nearest to the point of demolition or excavation. All grading and backfilling operations shall be conducted in such a manner as to provide clean, uncontaminated soil, rock, gravel, and concrete. No demolition rubble, or any other rubble, shall be brought in from another site to be used as fill. The use of combustible, organic or frozen materials as fill is not permitted. Existing combustible, organic or frozen materials will not be allowed to remain within excavations. Provision shall be made to prevent the accumulation of water or damage to any foundations on the premises or the adjoining property. Contractor shall seed and straw or sod the demolition property sites and is responsible for erosion control, in conformity with the technical specifications and drawings. St. Louis County Port Authority reserves the right to require the Contractor to reopen a completed excavation, at the expense of the Contractor, to determine if proper fill procedures have been followed.

EXHIBIT A

TIME LIMITS

1. Substantial Completion of the Work shall be completed by : _____,
2. Final Completion of the Work shall be completed by _____.

EXHIBIT C

CONSTRUCTION CONTRACT CHANGE ORDER

Entity:	Change Order #:
Project #:	Project Name:
Date:	Contractor:

This Change Order authorizes Contractor to proceed with the following change in the Work:

Code #	Date	Description	Amount
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Total _____

The Contract Sum will be adjusted as a result of this Change Order in the following manner and amount:

- A. Original Contract Sum \$ _____
- B. Net Changes by Previous Change Orders \$ _____
- C. Contract Sum prior to this Change Order \$ _____
- D. Increase/Decrease Per this Change Order \$ _____
- E. Total New Contract Sum \$ _____

The Contractor will be compensated for this change pursuant to the provisions of Section 5, paragraph 2 of the Agreement and the Contract Sum will thereafter be adjusted accordingly.

The time for Substantial Completion of the Project will be increased/decreased as a result of this Change Order by ____ working days and the revised date for Substantial Completion is _____.

The Contractor hereby accepts the adjustments to the Contract Sum and time for Substantial Completion set forth in this Change Order.

OWNER:

CONTRACTOR

(Signature)

(Signature)

(Printed Name and Title)

(Printed Name and Title)

The Owner and Contractor do not agree as to the adjustments, if any, to the Contract Sum or time for Substantial Completion set forth in this Change Order but Owner hereby directs Contractor to

proceed with the work required by this Change Order pursuant to Section 5, Paragraph 2 of the Agreement subject to the remedies provided in the Agreement.