

**BID PACKAGE**

**FOR**

**DEMOLITION SERVICES  
WELLSTON, MISSOURI**

**Issued by the Land Clearance for Redevelopment Authority  
of the County of St. Louis**

**Bids Due By:**

**10:00 AM CST on Monday, November 27, 2023**

**Land Clearance for Redevelopment Authority**

**120 S. Central Avenue, Suite 200**

**St. Louis, Missouri 63105**

**(314) 615-7663**

**[ecastillo@stlpartnership.com](mailto:ecastillo@stlpartnership.com)**

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## 1. Introduction

The Land Clearance for Redevelopment Authority of the County of St. Louis (“LCRA”) is a political subdivision of the State of Missouri organized pursuant to Chapter 99 of the Missouri Revised Statutes for the purposes, among others, of rehabilitating, redeveloping, and renewing real property for residential, commercial, or mixed-use for the economic benefit and social welfare of St. Louis County. Consistent with its organizational purposes, the LCRA owns certain residential, real property parcels located in the City of Wellston in St. Louis County, Missouri. The LCRA seeks to demolish the improvements located on certain LCRA-owned parcels in the City of Wellston, further identified below (the “Project”). A MBE-participation goal of twenty percent (20%) shall apply to the Project.

LCRA issues this invitation for bids from qualified firms to prepare asbestos surveys, remediate any identified asbestos-containing materials, demolish certain residential structures, and remove all debris for the Project. To be considered, bids must be received no later than **10:00 AM on Monday, November 27, 2023**, at which time all bids will be opened and read publicly via Zoom (<https://us06web.zoom.us/j/87879200707?pwd=sw5kmq2eRa2n4RE9MYIYSOoKcPd1fc.1>; Meeting ID: 878 7920 0707; Passcode: 045470). No award of a contract will be made at the bid opening.

## 2. Scope of Work

The “Work” shall include all site clearing, asbestos surveys, abatement of any asbestos-containing materials (“ACM”), removal and proper disposal of all other hazardous materials, demolition of structures, removal of demolition debris, site filling, and grading necessary for the successful completion of the Project. The Project shall include the following parcels:

<u>Locator #</u>	<u>Street Address</u>
16H510133	1542 Lulu Avenue
16H511156	1608 Vassier Avenue
16H510760	1642 Vassier Avenue
16H510816	1656 Vassier Avenue
17H510190	1217 Stephen Jones Avenue

The Project may not include every parcel listed above. LCRA intends to finalize the list of parcels to include in the Project after the bid deadline. To allow LCRA the flexibility to adjust the list of parcels, pricing should be provided on a parcel-by-parcel basis. The bidder is responsible to examine and evaluate the existing conditions of the parcels listed above.

The bidder is responsible for providing all tools and equipment required for the performance of the Work at the bidder’s sole expense. All Work performed for this Project shall comply with the **Demolition Procedures and Specifications** provided below (Exhibit 1).

## 3. The Contract

The LCRA intends to award a lump sum contract, in substantially the form attached hereto as Exhibit 4 (the “Contract”), to the lowest responsible and responsive bidder. The Contract shall not be modified by exceptions noted in any proposals submitted in response to this invitation for bids. **Please note that the Scope of Work and all applicable requirements for the Project are set forth in the RFP and the Exhibits attached hereto (specifically including but not limited to Exhibit A to the Contract).** Each bidder should review and familiarize itself with all provisions and requirements of the Contract, specifically including but not limited to the Scope of Work as set forth herein.

The pricing proposals set forth in the Bid Form (attached hereto as Exhibit 2) submitted in response to this invitation for bids should cover all of the conditions as set forth in the Contract, precisely as specified and without deviation or alteration of any kind. Submission of a bid in response to this invitation for bids is a firm representation by the bidder that it is prepared to execute immediately the Contract for the Scope of Work, pricing proposal, and schedule set forth in its bid, if and to the extent selected by the LCRA.

Please be advised that the Project is a ‘public works project’ as defined by applicable Missouri law and is subject to the Missouri Prevailing Wage Laws and other state and local laws applicable to public works projects. The Prevailing Wage order is attached as Exhibit 5 hereto. It is the Successful bidder’s responsibility to confirm with the Missouri Department of Labor and Industrial Relations – Division of Labor Standards that the attached applicable Annual Wage Order for St. Louis County remains current as of the date the bid is submitted, and to post all required notices at the job site. A performance and payment bond and insurance coverage in accordance with Section D108 of the specifications identified in Exhibit 1 must be provided to LCRA by the successful bidder within ten (10) calendar days of receipt of the contract award notice.

#### **4. Instructions to Bidders**

All bids received will be required to include, and will be evaluated based upon, the following:

1. Qualifications, expertise, and experience of the firm, and the individuals assigned from the firm, in providing similar services.
2. **A base bid to include the total not to exceed price for every parcel listed above, as well as the individual unit cost for each parcel (inclusive of all structures located thereon) as identified by locator number.** The bid shall include itemized pricing for all Work, including, but not limited to, the asbestos survey, removal and disposal of all hazardous waste materials (including ACM), demolition work, site clearing, filling and grading.
3. A unit cost schedule for asbestos sampling and asbestos abatement activities (removal and disposal, monitoring) including labor, materials, etc. Include optional unit pricing for ordered demolition.

4. The bidder's approach to remove and dispose of all hazardous waste materials in accordance with all applicable laws and regulations.
5. The bidder's approach to workforce diversity, including satisfying the twenty percent (20%) MBE-participation goal for this Project. ***Bidders that fail to address this prong may be considered nonresponsive.***
6. A five percent (5%) bid discount shall be applied to MBE bidders during the evaluation process. The bid discount shall lower the eligible MBE bidder's bid but shall not reduce the final contract award amount. In order to qualify for the bid discount, the eligible MBE bidder shall include with its bid a copy of a current MBE certification approval letter issued by a federal, state, or local governmental entity.
7. Proof of proper insurance required for demolition as specified in the Contract.
8. Proof of current license as waste hauler and special waste hauler. If hauling is to be subcontracted, the subcontractor's license and insurance certificate shall be provided.
9. A bid guaranty in the amount of five percent (5%) of the base bid price, in the form of a certified check or Bid Bond, must be submitted with the bid proposal in order to be considered for award.
10. The Bid Form and the St. Louis County Office of Community Development Workforce Equity Report (attached as Exhibit 3).

The Land Clearance for Redevelopment Authority of the County of St. Louis actively encourages submission of proposals from disadvantaged business enterprises and companies owned by minorities, women, immigrants, and veterans. The LCRA does not discriminate on the basis of race, color, religion, creed, sex, sexual orientation, gender identity, age, ancestry, national origin, disability, or veteran status in consideration of this award. Equal Opportunity Employer.

## **5. Terms and Conditions**

1. This activity is funded in whole or in part with Community Development Block Grant funds pursuant to Title I of the Housing and Community Development Act of 1974, as amended. All applicable federal regulations shall be in full force and effect. Be advised that contracts over \$200,000 trigger Section 3 of the Housing and Urban Development Act of 1968. Section 3 requires that economic opportunities generated by the expenditure of HUD funds be directed, to the greatest extent feasible, to low- and moderate-income persons via contracting, employment and training. All contractors and subcontractors working on this project will need to demonstrate compliance with Section 3 numeric targets and other applicable provisions. In cases where Section 3 compliance is not achieved, contractors and subcontractors must document good-faith efforts to comply.

2. The LCRA reserves the right to reject any and all proposals submitted, to select one or more responding parties, to void this invitation for bids and the review process and/or terminate negotiations at any time, to select separate responding parties for various components of the scope of services, and to select a final party/parties from among the proposals received in response to this invitation for bids. Additionally, any and all project elements, requirements, and schedules are subject to change and modification. The LCRA also reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of this procurement process, to obtain further information from any and all responding parties, and to waive any defects as to form or content of the invitation for bids or any responses by any party.
3. This invitation for bids does not commit the LCRA to award a contract, to defray any costs incurred in the preparation of a bid, or to procure or contract for services. All submitted responses to this invitation for bids become the property of the LCRA as public records. All proposals may be subject to public review upon request, unless exempted as discussed elsewhere in this invitation for bids.
4. By accepting this invitation for bids or submitting a bid in response thereto, each bidder agrees for itself, its successors and assigns, to hold the LCRA, the St. Louis Economic Development Partnership and its affiliated entities, St. Louis County, the City of St. Louis, and all of their various agents, commissioners, directors, consultants, attorneys, officers, and employees harmless from and against any and all claims and demands of whatever nature or type, which any such responding company, its representatives, agents, contractors, successors or assigns may have against any of them as a result of issuing this invitation for bids, revising this invitation for bids, conducting the selection process and subsequent negotiations, making a final recommendation, selecting a responding party/parties, or negotiating and executing an agreement.
5. By submitting responses, each bidder acknowledges having read this invitation for bids in its entirety and agrees to all terms and conditions contained therein. Bids shall be open and valid for a period of forty-five (45) days from the opening of bids on the due date of this invitation for bids.

## **6. Submission of Bids**

**To be considered, bids must be received no later than **Monday, November 27, 2023, at 10:00 AM CST**, at which time bid proposals will be opened and read aloud publicly via Zoom (<https://us06web.zoom.us/j/87879200707?pwd=sw5kmq2eRa2n4RE9MYIYSOoKcPd1fc.1>; Meeting ID: 878 7920 0707; Passcode: 045470).**

All bid documents are available at [www.stlpartnership.com](http://www.stlpartnership.com). Bid proposals shall be submitted on the forms furnished herein. Questions should be submitted to [ecastillo@stlpartnership.com](mailto:ecastillo@stlpartnership.com).

Electronic proposals should be sent by email to [ecastillo@stlpartnership.com](mailto:ecastillo@stlpartnership.com).

Land Clearance for Redevelopment Authority

120 S. Central Avenue, Suite 200  
St. Louis, MO 63105

**EXHIBIT 1**

**Demolition Procedures and Specifications**

The following describes the Demolition Procedures and Specifications for the Project. In the event of any conflict between the terms of the Demolition Procedures and Specifications set forth below and the terms of the Contract (including the CDBG Contract Terms that are made a part of the Contract), the terms of the Contract shall govern, except where the terms set forth in the Demolition Procedures and Specifications set forth higher specificity, conduct, or standard for the Contractor.

**D101.1 Scope:** The selected contractor (the “Contractor”) will provide all labor, materials, and equipment required to prepare asbestos surveys and demolish the structure(s) located at:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_
- 6) \_\_\_\_\_

(collectively, the “LCRA Structures”).

The Contractor will be solely responsible for removal of all waste materials (including asbestos-containing materials), debris, and rubbish from the site and for legally disposing of them away from the site. These specifications do not negate the requirements of St. Louis County Ordinances, BOCA National Building Code or any other federal, state or local requirements.

**D102.1 Notice to Proceed:** LCRA will notify the Contractor in writing of the award of the project. **The Contractor shall apply for and obtain all required demolition permits within fifteen (15) calendar days of such notification.** All fees shall be the responsibility of the Contractor. The Contractor shall not start any demolition work until furnished with an approved demolition permit issued by applicable authorities, the St. Louis County Department of Health and/or the local municipality.

**D102.1.1 Extensions:** **All work shall be completed no later than December 31, 2022;** provided, however, upon written request to the Executive Director of the LCRA or an appropriate designee, an extension of time to allow the Contractor to complete the Project, for which a permit has been issued, may be granted if well-founded and justified.

**D103.1 Structures Containing Asbestos:** The Contractor shall have the LCRA Structures inspected for the presence of asbestos-containing materials (“ACM”) and produce an asbestos survey by a firm qualified to perform asbestos surveys. The Contractor shall have any ACM found on or within the LCRA Structures removed by a certified asbestos abatement contractor and disposed in accordance with all applicable federal, state and local law and the provisions of the Contract.



**D104.1 Application for Permits:** Before commencement of demolition, the Contractor shall:

1. Obtain all required demolition permits from, as applicable, the St. Louis County Department of Health, the local municipality, and/or all other relevant governmental authorities.
2. Arrange for all utility companies to disconnect their respective facilities and provide verification that the gas, electric, water and sewer services, as applicable, 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/or the local municipality and LCRA.
3. Secure and provide to LCRA all approved Demolition Permit Release Authorizations and other approvals (including, Waste Management and Air Pollution) from the St. Louis County Department of Health.
4. Obtain authorization to demolish the LCRA Structures from the local municipality, as applicable.
5. Pay all permit and inspection fees required for the completion of the Project.

**D104.1.1 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.

**D105.1 General Conditions:** LCRA shall provide the Contractor with any available information regarding the structure(s) to be demolished. However, LCRA does not assume any responsibility for the actual condition of the structure(s). The Contractor shall be required to comply with the following:

1. The Contractor shall be solely responsible for maintaining the site in a clean and orderly condition at all times.
2. The Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, ordinances, regulations and other directives, including, without limitation, those laws and regulations pertaining to or otherwise relating to public and employee health and safety and the protection of the environment and natural resources.
3. Containers shall be removed from the site when full, loaded and/or covered to prevent spillage on roadways.
4. The Contractor shall take all necessary precautions to maintain fire safety at all times.

5. The Contractor will provide and install temporary barricades, fences, and walkways when necessary to protect against predictable and controllable losses.

**D105.1.1 Unknown Conditions:** If the Contractor encounters unexpected or unforeseen environmental or other hazardous conditions during the course of the work, the Contractor shall halt operations immediately with respect to any portion of the site potentially affected by such conditions and contact the Executive Director of the LCRA or an appropriate designee and await further instructions as to how to proceed, provided that the Contractor shall take all emergency measures reasonably necessary to prevent and/or minimize any damage resulting therefrom and take the necessary steps to abate all unexpected or unforeseen environmental or other hazardous conditions encountered during the course of any demolition.

**D106.1 Trash Removal:** Residential garbage and construction material may have been dumped at the Project site. The Contractor shall remove and dispose properly of all such garbage and material, including, without limitation, paper, plastic, cardboard, glass, wood, steel, brick, block, concrete, asphalt, shingles and tires from the Project site. Trash removal work shall include all materials located outside on properties, in alleys as well as inside any structures. The contract sum shall include all such work.

**D106.2 Removal of Trees, Shrubs and Plant Life:** The Contractor shall remove all shrubs, dead trees and other plant life to clear the demolition property sites. Live trees may remain, as approved by LCRA, provided they are not significantly damaged or compromised by the demolition activities. The contract sum shall include all such work.

**D106.3 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:

1. Demolish all structures and remove all steps, sidewalks, driveways, basements etc.
2. Remove all demolition materials from the site and dispose legally. Burning of materials on site is not permitted.
3. Remove exterior foundation walls and piers, and basement floor and interior walls.
4. 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.
5. Clean adjacent structure(s) of dust, dirt, and debris caused by demolition operations, as directed by LCRA.
6. 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.

7. Conduct demolition operations and removal of debris in a manner that will ensure minimum interference with roads, streets, walks and adjacent facilities.
8. 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 or LCRA.
9. Notify the Commercial Building Inspection Section of the St. Louis County Department of Public Works of inspection requests not less than twenty-four (24) hours in advance. The permit holder shall be held responsible for scheduling and canceling inspections for all contractors and subcontractors.

**D106.4 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 the demolition property sites and is responsible for erosion control. LCRA 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.

**D107.1 Insurance:** The Contractor shall purchase and maintain such insurance as will protect from claims set forth in the Contract whether such operations are carried out by Contractor or any subcontractor or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

**D108.1 Bonds:** The Contractor shall furnish Performance and Labor & Material Payment Bonds in amounts equal to 100% of the contract price as security for the faithful performance of her or his contract and for the payment of all persons performing labor on the project and furnishing materials in connection therewith under this contract. The latest editions of AIA Documents, Performance Bond and Labor & Material Payment Bond, may be used. All performance and labor material payment bonds shall be executed by the Contractor and corporate bonding company licensed to transact business in Missouri and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published by the Treasury Department.

**D109.1 Changes in the Work:** Changes in the Work, including, without limitation, changes in the scope of work, amount of compensation and schedule, shall be presented to LCRA for approval in the manner set forth in the Contract prior to performance of any such changes. Any such changes shall be by written change order signed by both parties in the manner set forth in the Contract.

**D110.1 Indemnification:** The Contractor will indemnify, defend and hold harmless LCRA and the Indemnified Parties (defined in the Contract) and their affiliates, employees and agents in the manner set forth in the Contract.

**D111.1 Payments Withheld:** LCRA may withhold any application for payment to the extent necessary to protect LCRA from loss on account of:

1. Incomplete work or defective work not remedied.
2. Claims and/or liens of any kind or nature arising out of the Work for which the Contractor has been paid.
3. Failure of the Contractor to make payments properly to subcontractors or materialmen.
4. Damage to LCRA, its subcontractor(s), another contractor or other third party or to any property of the foregoing, which the Contractor refuses to correct.

**EXHIBIT 2**

**Bid Form**

BID FORM

Bidder's Name \_\_\_\_\_

Address \_\_\_\_\_

Project Name: Demolition Project, Wellston, Missouri

TO: Land Clearance for Redevelopment Authority of St. Louis County  
Attn: Erika Castillo  
120 S. Central Avenue, Suite 200  
St. Louis, MO 63105

The Bidder, having familiarized itself with the existing conditions at the project site affecting the cost of the work and having familiarized himself/herself with the terms of the Contract and all Contract Documents (as defined in the Contract) and this Bid Package, hereby proposes to furnish at the price indicated on this Bid Form, all supervision, materials, technical personnel, labor, machinery, tools, equipment, services and transportation to perform all work for the Project in Wellston, Missouri, for the Land Clearance for Redevelopment Authority of the County of St. Louis (LCRA).

1. The Bidder has indicated a bid and other information as called for in the proposal.
2. The Bidder agrees that LCRA may reject Bidder's proposal and award the contract in the best interest of LCRA.
3. The Bidder, by signature to this Form, admits to receipt or prior knowledge of the following Addenda and has prepared this Proposal accordingly.

Received Addenda No(s).\_\_\_\_\_

4. If written notice of acceptance of the above proposal is mailed, telegraphed, faxed or delivered to the Bidder within forty-five (45) days after the opening thereof or at any time thereafter before this Bid is withdrawn, the Bidder agrees to execute and deliver a performance and payment bond within **TEN (10) DAYS** after the Agreement is presented to Bidder for signature.
5. By signing this Bid Form, the Bidder certifies that it does not maintain nor provide for its employees any segregated facilities at any establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and wash rooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided to employees which are segregated by explicit directive or are, in

fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder further agrees that (except where it has already obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certification in the files; and that it will forward a notice to proposed subcontractors.

Note: The penalty for making a false statement in a bid proposal is subject to 18 U.S.C. § 1001.

6. Attached hereto are the names and addresses of all subcontractors to be used on the project and the work that they will perform.

7. THE BIDDER HEREBY SUBMITS THIS BID FOR THE COMPLETION OF WORK STIPULATED HEREUNDER IN THE AMOUNT OF

(In Writing) \_\_\_\_\_ Dollars \$ \_\_\_\_\_

**Attached hereto on the Bid Overview Form is the individual cost for each property listed by street address, including demolition and asbestos survey cost. Attached hereto on the Bid Overview Form is a unit cost for asbestos sampling. Attached hereto on the Bid Overview Form is a unit cost schedule, including labor and materials for the removal and disposal of asbestos containing materials (including optional pricing for ordered demolition).**

8. Proposed Schedule:

Bidder agrees to complete all Work required by the Contract Documents within \_\_\_\_\_ days following receipt of a Notice to Proceed.

9. Submitted herewith in accordance with the Bid Documents is a bid guaranty (5% of Bidder's Bid Price) in the following sum: \_\_\_\_\_.

10. By signing this Bid Form, the Bidder certifies that:

a. All information provided herein is accurate and truthful;

b. An affirmative action program of equal employment opportunity, consistent with Missouri law, has been adopted by Bidder to ensure that applicants are employed and employees are treated without regard to race, creed, color, national origin, ancestry, marital status, sex, or affectional or sexual orientation, and that the selection and utilization of contractors, subcontractors, consultants, materials suppliers and equipment lessors shall be done without regard to race, creed, color, national origin, ancestry, marital status, sex, or affectional or sexual orientation.

c. This Bid Form has been executed with full authority to do so; that the Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with this

Project; and that all statements contained in this Bid and in this certification are true and correct and made with full knowledge that the Land Clearance Authority for the County of St. Louis relies upon the truth of the statements contained in this Bid and in the statements contained in this certification in awarding the contract for the Project.

- d. Neither the Bidder nor its principals:
- i. are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from bidding or contracting by any agency of government including but not limited to federal, state, regional, county or local government agencies, in this or any other state including any department, division, commission, authority, office, branch, section and political subdivision or other governmental or quasi-governmental entity;
  - ii. have, within a three-year period preceding this bid, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public federal, state or local contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. are currently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (ii) of this certification; or
  - iv. have, within a three-year period preceding this bid, had one or more public contracts (federal, state or local) terminated for cause or default.

*[Signature page follows.]*



IN WITNESS WHEREOF, the Bidder has caused this BID FORM to be signed, attested to and sealed.

Bidder: \_\_\_\_\_  
(Legal Firm Name)

By: \_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Printed or Typed Name)

Title: \_\_\_\_\_

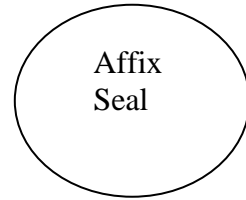
Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Date: \_\_\_\_\_



Witness: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## BID OVERVIEW FORM

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Project Name: Demolition Project, Wellston, Missouri

To: Land Clearance for Redevelopment Authority of the County of St. Louis  
 Attn: Erika Castillo  
 120 S. Central Avenue, Suite 200  
 St. Louis, MO 63105  
[ecastillo@stlpartnership.com](mailto:ecastillo@stlpartnership.com)

In the following table, provide your bid figures for each address, including cost for demolition and asbestos removal (to include cost of an asbestos survey) per the Bid Package Scope of Work. Please include estimates for additional costs should a property require an ordered demolition in the last column.

<u>Property Address</u>	<u>Demolition Cost</u>	<u>Asbestos Survey</u>	<u>Asbestos Removal</u>	<u>Optional – Additional Cost estimate for Ordered Demolition</u>
1542 Lulu Avenue				
1608 Vassier Avenue				
1642 Vassier Avenue				
1656 Vassier Avenue				
1217 Stephen Jones				
<b>Total Bid Cost:</b>				

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**EXHIBIT 3**

**St. Louis County Office of Community Development Workforce Equity Report**

**St. Louis County Office of Community Development  
Workforce Equity Report  
OVERVIEW**

**NOTE TO BIDDERS:** You must return ALL applicable forms in this packet with your bid. Failure to do so may result in your bid being disqualified.

The St. Louis County Office of Community Development (OCD) is committed to promoting workforce equity through the administration of funds from the U.S. Department of Housing and Urban Development (HUD). Therefore, the following expectations are in place for all activities funded in whole or in part by OCD community development and housing programs:

**Women and Minority Owned Business Participation**

Contractors, subcontractors, developers and subrecipients of OCD funding should make every effort possible to utilize certified Women Owned Business Enterprises, referred to as WBEs, and Minority Owned Business Enterprises, referred to as MBEs. St. Louis County has the following aggregate goals for each classification (based on contract dollars):

**Construction – 24% MBE, 9.5% WBE  
Non-Construction – 16% MBE, 15% WBE**

**Section 3 Participation**

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires recipients of certain HUD financial assistance to provide job training, employment, and contracting, to the greatest extent feasible, for low- or very low-income residents in connection with projects and activities in their neighborhoods. Section 3 is race and gender-neutral and is NOT the same as WBE/MBE.

Contracts over \$200,000 trigger Section 3. When triggered, Section 3 opportunities must be extended to certified residents and businesses to these minimum goals:

1. **30% of the aggregate number of new hires shall be Section 3 residents;**
2. **10% of the total dollar amount of all covered construction contracts shall be awarded to Section 3 business concerns; and**
3. **3% of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns.**

**Preference for Demonstrating Workforce Equity**

St. Louis County and its subgrantees are required by HUD Regulation 24 CFR Part 135 to provide economic opportunities for Section 3 residents and businesses; consequently, preference for contract award shall be given to the bidder using the most qualified Section 3 businesses and/or employees if the bid is reasonable and no more than 10 percent higher than the lowest responsive bid from any qualified source. This benefit applies to ALL projects, even if Section 3 is not triggered.

**Programmatic Responsibilities**

Contractors and/or Subcontractors are expected to meet the minimum goals listed above (note: Section 3 may not be required for all projects, but participation at the minimum numerical goals is still highly recommended). All efforts to utilize WBE, MBE and Section 3 businesses and residents should be documented, and the OCD Workforce Equity Report should be submitted for all relevant project bids. Submit FORMS 1 & 2 for all projects or FORMS 1-5 for all Section 3-triggered projects at the time of the bid submission or application for funding.

**St. Louis County Office of Community Development  
Workforce Equity Report  
FORM 1 – ASSESSMENT AND CERTIFICATIONS**

This form is required for ALL projects and must be submitted with bid or application for funding.

**Project Information**

Project Name:
Project Location or Address(es):

**Developer/Contactor/Subcontractor Information:**

Name of Firm:	Address:
Authorized Representative:	Title:
Phone:	Email:

1. Check all that apply to your business:  Certified Section 3  Certified MBE  Certified WBE
2. Will you be hiring new employees or providing new training opportunities because of this contract?  YES  NO
3. Will you be using subcontractors to complete this project?  YES  NO  
 If YES, what percent of your contract amount will be subcontracted to Section 3 certified businesses? \_\_\_\_\_ %
4. Is your bid/contract/subcontract amount greater than \$200,000?  YES  NO

If YES, Section 3 requirements will be fully enforced on this project. Failure to comply may result in the suspension of funding. Please complete the certifications below and submit FORMS 1-5 with your bid or application for funding.

If NO, Section 3 participation is strongly encouraged but not required. Please attempt to meet the Section 3 goals to the greatest extent feasible. **You must still complete the certifications below as applicable and return Forms 1 & 2 with your bid or application for funding.**

Certifications		YES	NO	N/A
All Projects:	I understand the goals for MBE/WBE participation and I have completed FORMS 1 & 2.			
	By completing and signing this form, I agree to comply with all applicable requirements of the Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135)			
	I have confirmed that all subcontractors on this project meet E-Verify requirements.			
Projects over \$200K:	I have included the Section 3 Clause (FORM 6) in all subcontracts and included a sample subcontract with my bid.			
	I understand that I am required to submit Section 3 reports as required, including quarterly/final (FORMS 7, 7A and 7B), and year end reporting.			
	I agree that our company has made and will continue to make efforts "to the greatest extent feasible" to comply with Section 3 as required by HUD.			
	I understand the minimum numerical goals for Section 3 participation and I have completed FORMS 1 thru 5.			

*I declare under penalty of perjury, under the laws of the State of Missouri and the County of St. Louis, that all statements contained in this form and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or revocation of OCD funding.*

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

**St. Louis County Office of Community Development  
Workforce Equity Report  
FORM 2 – SUBCONTRACTOR INFORMATION**

This form is required for ALL projects and must be submitted with bid or application for funding. List ALL subcontractors who will be hired for this project and attach additional sheets if necessary. Include a current certification letter for all subcontractors identified below as MBE, WBE or Section 3.

No.	Subcontractor Name	Subcontractor Address	Trade	Check all that apply:			Separate Workforce Equity Report required? (Subcontracts over \$100K)	Contract Amount		
				Certified MBE	Certified WBE	Certified Section 3		Non-Construction*	Construction	
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15	<b>TOTAL</b>							<b>\$</b>		<b>\$</b>

\*Non-construction includes professional service contracts associated with construction (i.e. architectural, engineering, legal services, accounting, marketing, etc.).

Type	Total Subcontracts	Section 3			MBE			WBE		
		Amount	Actual	Goal	Amount	Actual	Goal	Amount	Actual	Goal
Construction	\$	\$	%	10%	\$	%	24%	\$	%	9.5%
Non-Construction	\$	\$	%	3%	\$	%	16%	\$	%	15%

**St. Louis County Office of Community Development  
Workforce Equity Report  
FORM 3 – WORKFORCE AND NEW HIRE INFORMATION**

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted with bid or application for funding.

Step 1: In the table below, list ALL positions needed for the proposed project (not just new hires). Prime or General Contractors should include the workforce of any subcontractors who are not submitting a separate Workforce Equity Report. (Only subcontractors with subcontracts greater than \$200,000 are required to submit a Workforce Equity Report.)

*Note: To be considered an eligible Section 3 Resident for the purposes of this form, certification must be verified prior to award of the contract.*

Subcontractor (if applicable)	Job Category (i.e. laborer, carpenter, etc.)	Estimated Positions Needed for Project	# of Positions Occupied by Permanent Employees	Est. # of Positions to be filled with Section 3 Residents	Est. # of Positions to be filled with non-Section 3 Residents
<b>TOTALS</b>					

Step 2: Calculate the percentage of Section 3 new hires in the table below.

A. Estimated Total Number of New Hires	B. Estimated Number of Section 3 New Hires	SECTION 3 COMPLIANCE CALCULATION	
		ACTUAL (Divide column B by column A)	GOAL
		_____ %	30%

**St. Louis County Office of Community Development  
Workforce Equity Report  
FORM 4 – CONTRACTOR’S PERMANENT EMPLOYEE LISTING**

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted with bid or application for funding. Please include a list of current permanent employees (both full and part-time) employed at your business as of the signature date on FORM 1. A computer-generated employee registry can be provided in lieu of this form as long as it includes the employee name and job category.

No.	Name of Employee	Job Category
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		

Please note that your business may be eligible for Section 3 Business certification if at least 30% or more of your employees qualify under one of the following categories below:

- A legal resident of public housing, OR
- An individual whose household meets the HUD income eligibility guidelines listed below for a low- or very low-income person, OR
- A HUD YouthBuild participant

**2021 Income Limits for the St. Louis metro area as published by HUD (subject to change annually):**

1 person household	2 person household	3 person household	4 person household	5 person household	6 person household	7 person household	8 person household
\$47,550	\$54,350	\$61,150	\$67,900	\$73,350	\$78,800	\$84,200	\$89,650



**St. Louis County Office of Community Development  
Workforce Equity Report  
FORM 5 – DOCUMENTATION OF EFFORTS**

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted with bid or application for funding. Please fill this out completely. Submissions with blank or incomplete answers will not be approved. Attach additional pages if needed.

1. Describe all efforts made to contract/subcontract with Women and Minority Owned Businesses.

**Required Attachments**

- Copies of all publications, notices, pictures of posted notices, and any other outreach materials utilized.
- A list of all WBE and MBE firms that responded to your outreach efforts (e.g. bids solicited, bids received, etc.); were any of them hired? If not, please explain why.

2. Describe all efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, to Section 3 Residents. Attach additional pages if needed.

**Required Attachments**

- Attach copies of all publications, notices, pictures of posted notices, and any other outreach material utilized.
- Include a list of all Section 3 Residents that responded to your responded to your outreach efforts (e.g., submitted job applications, phone logs, etc.); were any of them hired? If not, please explain why.

**St. Louis County Office of Community Development  
Workforce Equity Report  
FORM 5 – DOCUMENTATION OF EFFORTS (CONTINUED)**

3. Describe all efforts made to notify Section 3 Businesses of any subcontracting opportunities generated by HUD financial assistance for this project, to the greatest extent feasible. Attach additional pages if needed.

**Required Attachments**

- Section 3 Business List used in solicitation. Must have been provided by OCD or affiliated partner prior to solicitation and should be no more than 30 days old at the time of solicitation.
- List of Section 3 Business included in solicitation and documentation of efforts (emails, letters, phone, logs, etc.).
- List of Section 3 Business that responded to your solicitation and/or outreach efforts; were any of them hired? If not, please explain why.
- Copies of all publications, notices, pictures of posted notices, and any other outreach material utilized.

4. Describe all efforts made to determine if any contractors on this project (including the general contractor, subcontractor, and any third-tier subcontractors) qualify as Section 3 Businesses. List below contractors who may qualify as Section Businesses and their contact information.

**Required Attachments**

- Signed Section 3 Business Outreach Form (FORM 8) for all subcontractors. Forms must be less than 1 year old at time of plan submissions unless waived by the Office of Community Development.

5. If there will be job opportunities associated with your project, include a draft of the proposed signage. Section 3 signage should be posted at the construction site. Signage must be large enough to be visible from the street. The sign must (a) identify the name of the project, (b) state the project is a HUD Section 3 Project, and (c) include the name, phone number and email address of an appropriate point of contact regarding job opportunities.

**St. Louis County Office of Community Development**  
**Workforce Equity Report**  
**FORM 6 – SECTION 3 CLAUSE**

All Section 3 covered contracts and subcontracts (over \$200,000) must include the following clause:

- I. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- III. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- V. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- VI. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- VII. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**St. Louis County Office of Community Development  
Workforce Equity Report  
FORM 7 – SECTION 3 PROJECT REPORT**

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted on the following schedule:

Quarterly

January – March: Due April 15<sup>th</sup>  
 April – June: Due July 15<sup>th</sup>  
 July – September: Due October 15<sup>th</sup>  
 October – December: Due January 15<sup>th</sup>

Final

Must cover the entire project from start date to completion date. Final report is due 30 days after completion.

Project Name:	Contractor:
Project Location:	Report Type: <input type="checkbox"/> Quarterly <input type="checkbox"/> Final
Reporting Period Start Date:	Reporting Period End Date:

**I. SECTION 3 CONTACT INFORMATION**

Section 3 Contact Name:	
Phone:	Email:

**II. NEW HIRES** – Report the number of new hires and/or Section 3 trainees for this reporting period. Attach FORM 7A – NEW HIRE EMPLOYEE REPORT.

A. Number of new hires this period	B. Number of Section 3 new hires this period	% Section 3 (Divide column B by column A)	Number of Section 3 Trainees (This only applies to <u>new</u> training opportunities created)

**III. SUBCONTRACTS** – Report the number of construction and non-construction subcontracts awarded for this reporting period. Attach FORM 7B – SUBCONTRACTOR ACTIVITY REPORT.

Type	Contracts Totals	Section 3 Contract Totals and %	
Construction	\$	\$	%
Non-Construction	\$	\$	%
Total	\$	\$	%

**IV. EFFORTS** – Please attach additional pages describing any efforts made to increase Section 3 participation for this reporting period.

*I declare under penalty of perjury, under the laws of the State of Missouri and the County of St. Louis, that all statements contained in this report and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**St. Louis County Office of Community Development  
Workforce Equity Report  
FORM 7A – NEW HIRE EMPLOYEE REPORT**

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted on the same schedule as FORM 7 – SECTION 3 PROJECT REPORT.

PROJECT NAME:	CONTRACTOR:
PROJECT LOCATION:	REPORTING PERIOD:

Instructions: Please provide the following information for ALL new hires, including those from subcontractors, who were hired during this reporting period. The list should include all new hires, **regardless of whether the employee is a Section 3 resident.**

No.	NAME/ADDRESS	HIRE DATE	TERMINATION DATE (if applicable)	EMPLOYER	JOB CATEGORY/TRADE	FULL/PART TIME	SECTION 3 RESIDENT (Y/N)*
1	John Smith, 123 Main Street, 63100	4/1/18		XYZ Demolition	Laborer	Full Time	Y
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							

\*For any Section 3 Residents please attach copy of their Section 3 Certification letter (from St. Louis County OCD of the City of St. Louis CDA) or a completed Section 3 Resident Application.

**St. Louis County  
Office of Community Development  
WORKFORCE EQUITY REPORT FORM 7B – SUBCONTRACTOR ACTIVITY REPORT**

This form is required for all Section 3-triggered projects and must be submitted on the same schedule as FORM 7 – SECTION 3 PROJECT REPORT.

PROJECT NAME:	CONTRACTOR:
PROJECT LOCATION:	REPORTING PERIOD:

Instructions: Please provide the following information for ALL businesses that were awarded subcontracts during this reporting period. Include a current certification letter for all subcontractors identified below as MBE, WBE or Section 3.

No.	Subcontractor Name	Subcontractor Address	Trade	Check all that apply:			Separate Workforce Equity Report required? (Subcontracts over \$100K)	Contract Amount	
				Certified MBE	Certified WBE	Certified Section 3		Non-Construction*	Construction
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14	<b>TOTAL</b>							<b>\$</b>	<b>\$</b>

\*Non-construction includes professional service contracts associated with construction (i.e. architectural, engineering, legal services, accounting, marketing, etc.)

**St. Louis County Office of Community Development  
FORM 8 – SECTION 3 BUSINESS OUTREACH FORM**

Please complete this form to determine if your business may qualify as a Section 3 Business. Businesses that qualify will be contacted by OCD’s Section 3 Coordinator to complete a Section 3 Business Application and asked to provide additional documentation to verify their status as a Section 3 Business.

**What is Section 3?**

Section 3 is a provision of the Housing and Urban Development Act of 1968 (24 CFR Part 135) that requires recipients of certain HUD financial assistance, to the greatest extent possible, to provide job training, employment, and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhood.

**A business can qualify as Section 3 if:**

- It is 51% or more owned by a Section 3 Resident(s), OR
- At least 30% of its permanent, full-time employees are currently Section 3 residents, or were with within 3 years of the date of first employment, OR
- It has provided evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to Section 3 Businesses.

**A Section 3 Resident is defined as an individual who is:**

- A legal resident of public housing, OR
- An individual whose household meets the HUD income eligibility guidelines listed below for a low- or very low-income person, OR
- A HUD YouthBuild participant.

**2021 Income Limits for the St. Louis metro area as published by HUD (subject to change annually):**

1 person household	2 person household	3 person household	4 person household	5 person household	6 person household	7 person household	8 person household
\$47,550	\$54,350	\$61,150	\$67,900	\$73,350	\$78,800	\$84,200	\$89,650

**Subcontractor Information**

Company Name:		
Contact Person:		
Address:		
City:	State:	Zip:
Phone:	Email:	

I have reviewed the above information and my business MAY QUALIFY as a Section 3 Business. Please contact me about completing an application.

I have reviewed the above information and my business DOES NOT QUALIFY as a Section 3 Business.

\_\_\_\_\_  
Signature of Business Owner

\_\_\_\_\_  
Date

Please return completed forms to:  
St. Louis County Section 3 Program  
500 Northwest Plaza Dr, Suite 801, St. Ann, MO 63074  
(314) 615-8672 | [section3@stlouiscountymo.gov](mailto:section3@stlouiscountymo.gov)



# Are You A Section 3 Business?

## Your business may qualify for Section 3 if...

- 51% or more of your business is owned by low-to-moderate income residents;
- Your business employs low-to-moderate income residents for at least 30 percent of its full-time, permanent staff; or
- Your business subcontracts 25% or more of its work to certified Section 3 businesses.

Section 3 businesses can get contracting preferences on some HUD-funded projects. If you think your business is qualified, contact us today to get certified!

### Households at or below these income limits\* may qualify

1 person household	2 person household	3 person household	4 person household	5 person household	6 person household	7 person household	8 person household
\$47,550	\$54,350	\$61,150	\$67,900	\$73,350	\$78,800	\$84,200	\$89,650

\*This represents the 2021 Income Limits as published by the U.S. Department of Housing and Urban Development.

***For more information contact the Section 3 Program at:***

**314.615.8672 or [Section3@stlouisco.com](mailto:Section3@stlouisco.com)**

**<http://www.stlouisco.com/Property-and-Roads/Community-Development/Section-3-HUD-Act-1968>**





# Are You A Section 3 Business?

## Your business may qualify for Section 3 if...

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- Your business employs low-to-moderate income residents for at least 30 percent of its full-time, permanent staff; or
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**<http://www.stlouisco.com/Property-and-Roads/Community-Development/Section-3-HUD-Act-1968>**

**EXHIBIT 4**

**Form Contract**

**St. Louis County Community Development Block Grant Activity Contract**

**This Contract** is between \_\_\_\_\_ (hereinafter referred to as the "Subrecipient") and \_\_\_\_\_ (hereinafter referred to as the "Contractor") and will go into effect upon execution.

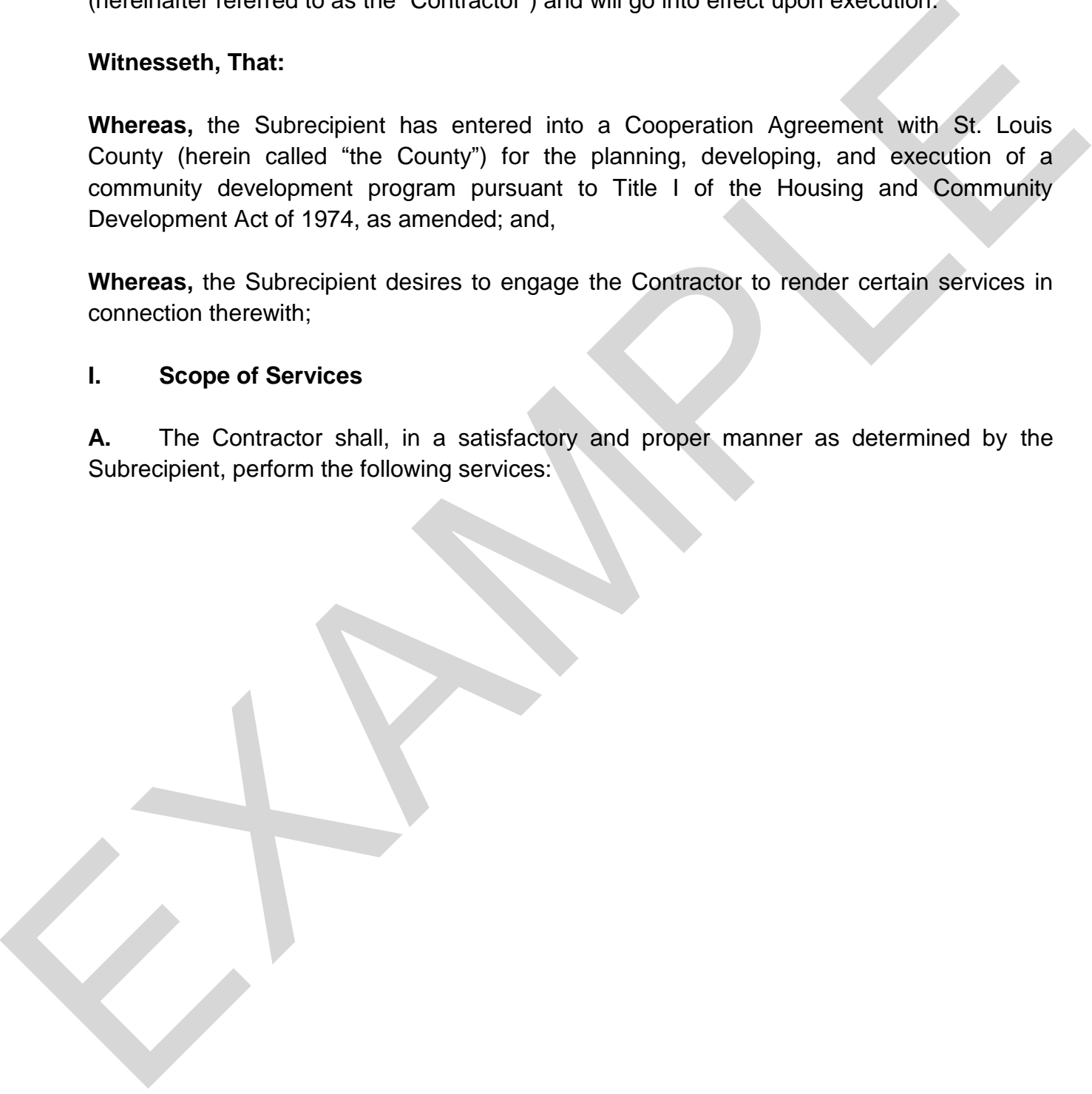
**Witnesseth, That:**

**Whereas**, the Subrecipient has entered into a Cooperation Agreement with St. Louis County (herein called "the County") for the planning, developing, and execution of a community development program pursuant to Title I of the Housing and Community Development Act of 1974, as amended; and,

**Whereas**, the Subrecipient desires to engage the Contractor to render certain services in connection therewith;

**I. Scope of Services**

**A.** The Contractor shall, in a satisfactory and proper manner as determined by the Subrecipient, perform the following services:



**II. Time of Performance**

**A.** The requirements outlined in the Scope of Services as described in Section I, Paragraph A are to commence as soon as practicable after the execution of this Contract or at a time acceptable to both the Contractor and the Subrecipient and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of the Contract, but in any event, all of the provisions required hereunder shall be completed according to the following schedule:

If required under Section VI, Paragraph E, Subparagraphs 2 and 3 of this contract, performance and/or payment bonds shall be obtained within \_\_\_\_\_ days of the execution date of this contract.

Work shall commence per the Scope of Services within \_\_\_\_\_ days of the date the Notice to Proceed is issued.

All work provided for in this Contract shall be satisfactorily completed within \_\_\_\_\_ days of the date the Notice to Proceed is issued.

**III. Compensation and Method of Payment**

**A.** The Subrecipient agrees to pay the Contractor the Sum of \$\_\_\_\_\_. Such Sum is to be paid in the following manner:

**B.** In every case, payment is subject to receipt of an invoice for payment from the Contractor specifying that it has fulfilled the requirements of this Contract and that it is entitled to receive the amount requisitioned under the terms of this Contract. Satisfactory performance required under this Contract shall be determined by the Subrecipient as a condition of payment.

**IV. Additional Agreement in Effect**

**A.** \_\_\_\_\_ and the Contractor have also agreed to specific conditions and terms pursuant to the agreement signed between the parties on \_\_\_\_\_, attached hereto and incorporated herein by reference as Exhibit A. In the event of any conflict between the terms of this Contract and the terms of Exhibit A, the terms of this Contract shall govern, except where the terms of Exhibit A set forth a higher standard of specificity or conduct for the Contractor.

## V. Special Conditions

A. The Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) and all federal regulations and policies issued pursuant to these regulations.

## VI. General Conditions

A. **General Compliance.** The Contractor agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this Contract.

B. **Independent Contractor.** Nothing contained in this Contract is intended to, or shall be construed in any manner as, creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this agreement. The Subrecipient shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Contractor is an independent Contractor.

C. **Hold Harmless.** The Contractor shall hold harmless, defend and indemnify the Subrecipient and the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Contractor's performance or nonperformance of the services or subject matter called for in this Contract.

D. **Workers' Compensation.** The Contractor shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Contract.

E. **Bonding Requirements.** The parties understand and agree that St. Louis County will not issue a Notice to Proceed until the following bonding requirements have been met:

1. **Bid Guarantee Bond.** The Contractor shall post a bid guarantee bond of 5 percent of the bid price to assure that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified in the bid documents. (Applicable to contracts over \$10,000.)

2. **Performance Bond.** The Contractor shall post a performance bond for 100 percent of the Contract Sum to assure satisfactory completion of work provided for in this Contract. (Applicable to contracts over \$10,000.)

3. **Payment Bond.** The Contractor shall post a bond for 100 percent of the Contract Sum to assure payment of all persons supplying labor and material in the execution of work provided for in this Contract. (Applicable to contracts over \$100,000.)

**F. Performance of Work.** If the Contractor fails to complete the Work in accordance with the Time of Performance outlined in Section II, Paragraph A of this Contract, unless the delay is excusable under the provisions outlined in Paragraph H of this Section, this may be grounds for termination of this Contract as discussed in Paragraph M of this Section.

**G.** After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the Subrecipient, at such intervals as the Subrecipient may reasonably direct, the actual progress of the work compared to the Time of Performance. If the Contractor falls behind schedule for any reason, it shall promptly take, and cause its Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the Subrecipient for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied.

**H.** Delays beyond the Contractor's control shall include such incidents as strikes, lockouts, fire, and other natural or man-made disasters. Weather shall not constitute a cause for granting an extension of time.

**I.** If the Subrecipient determines that, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work is so great that it cannot be remedied in the manner described in Paragraph G of this Section, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the Subrecipient does not authorize, then the Time of Performance shall be extended pursuant to a Contract Addendum for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the Subrecipient and approved by the County.

**J.** All work provided for in this Contract shall be performed in a safe, neat and workmanlike manner.

**K. Amendments.** The Subrecipient or the Contractor may amend this Contract at any time provided that such amendments make specific reference to this Contract and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the County. Such amendments shall not invalidate this Contract, nor relieve or release the Subrecipient or the Contractor from its obligations under this Contract.

**L.** The Subrecipient may, at its discretion, amend this Contract to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Contract, such modifications will be incorporated only by written amendment signed by both the Subrecipient and the Contractor and approved by the County.

**M. Termination of Contract.** If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Time of Performance outlined in Section II, Paragraph A of this Contract, or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or if the Contractor disregards applicable regulations, laws, ordinances, or the instructions of the Subrecipient, or if the Contractor fails to perform the work provided for in this Contract in a safe, neat and workmanlike manner, or if the Contractor otherwise breaches any provision of this Contract, the Subrecipient may, without prejudice to any other right or remedy, by giving three (3) days prior written notice to the Contractor and his surety, terminate this Contract, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the Subrecipient 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 expense 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 Subrecipient promptly upon demand. In the event of termination pursuant to this paragraph, the Contractor, upon the request of the Subrecipient, shall promptly:

1. Assign to the Subrecipient in the manner and to the extent directed by the Subrecipient all rights, title and interest of the Contractor under any subcontracts, purchase orders and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and

2. Make available to the Subrecipient to the extent directed by the Subrecipient all construction equipment owned by the Contractor and employed in connection with the Work.

**N.** Performance of the Work hereunder may be terminated by the Subrecipient by giving three (3) days prior written notice to the Contractor if the Subrecipient, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to Paragraph M of this Section, the Contract Sum shall be reduced in an equitable manner by agreement between the parties or by arbitration.

**O.** The Contractor shall name St. Louis County and the Subrecipient, its employees, agents and representatives as Additional Insureds for General Liability with respect to work performed by the Contractor.

## VII. Documentation and Recordkeeping

**A. Records.** The Contractor and the Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of four (4) years after the submission of the CDBG Consolidated Annual Performance Evaluation Report (CAPER) for the program year in which the activity was completed, or after the resolution of all Federal audit findings, whichever occurs later.

**B. Payment Procedures.** The Subrecipient will pay to the Contractor funds available under this contract based upon information submitted by the Contractor and consistent with any approved budget and policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Contractor, and not to exceed actual cash requirements.

## VIII. Personnel and Participant Conditions

**A. Civil Rights Compliance.** The Contractor agrees to comply with all city and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086. The Contractor shall include the provisions of this part in all subcontracts.

**B. Nondiscrimination.** The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause. The Contractor shall include the provisions of this part in all subcontracts.



**C. Land Covenants.** This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, Part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract, the Contractor shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Subrecipient and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

**D. Section 504 and Americans with Disabilities Act.** The Contractor agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) and the Americans with Disabilities Act which prohibits discrimination against the handicapped in any federally assisted program. The Subrecipient shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

**E.** It shall be the responsibility of the Contractor to ensure that all goods, services, and/or work procured and/or performed under this Contract shall conform to and be performed in compliance with the Americans with Disabilities Act of 1990. The Contractor agrees that, in case of non-compliance, it shall replace the service and/or work performed in order to effect such compliance, or pay liquidated damages in the amount required to effect compliance.

**F. Affirmative Action.** The Contractor agrees that it shall commit to carrying out, pursuant to the County's specifications, an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. The County shall provide Affirmative Action guidelines to the Contractor to assist in the formulation of such program.

**G. MBE/DBE/WBE.** The Contractor will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans; Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans; Asian-Americans; and American Indians. The Contractor may rely on written representations by Subcontractors regarding their status as minority and female business enterprises in lieu of an independent investigation.

**H. Access to Records.** The Contractor shall furnish and cause each of its Subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Subrecipient, the United States Department of Housing and Urban Development (hereinafter referred to as "HUD"), or the County, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

**I. EEO/AA Statement.** The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

## **IX. Employment Restrictions**

**A. OSHA.** Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

**B. "Section 3" Clause.** Compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended; the regulations set forth in 24 CFR 135; and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the federal financial assistance provided under this contract and binding upon the County, the Subrecipient and the Contractor. Failure to fulfill these requirements shall subject the Subrecipient, the Contractor and any Subcontractor, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

**C.** The Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement: "The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the areas of the project."

**D.** The Contractor certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

**E. Subcontracts.** The Contractor will include this "Section 3" clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by HUD. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

**F. Assignability.** The Contractor shall not assign or transfer any interest in this Contract without the prior written consent of the Subrecipient thereto; provided, however, that claims for money due or to become due to the Contractor from the Subrecipient under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Subrecipient.

**G. Conflict of Interest.** The Contractor agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor further covenants that in the performance of this Contract no person having such a financial interest shall be employed or retained by the Contractor hereunder. These conflict of interest provisions apply to any person who is an employee, agent, the Contractor, officer, elected official or appointed official of the Subrecipient, or of any designated public agencies or Contractors which are receiving funds under the CDBG program.

**X. Subcontracts**

**A. Approvals.** The Contractor shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Subrecipient prior to the execution of such agreement.

**B. Monitoring.** The County will monitor all Subcontractors on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. However, it is expressly agreed that the County will not be held responsible for contract non-compliance on the part of any Subcontractor, or for any damages incurred as the result of non-compliance.

**C. Content.** The Contractor shall cause all of the provisions of this Contract in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

**D. Selection Process.** The Contractor shall undertake to ensure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competitive basis.

## **XI. Copyright**

**A.** If this Contract results in any copyrightable material, the Subrecipient, the County, and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, the work for government purposes.

## **XII. Religious Organization**

**A.** The Subrecipient agrees that funds provided under this Contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

## **XIII. Environmental Conditions**

**A. Lead-Based Paint.** The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

**B. Historic Preservation.** The Contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800-Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Contract.

## **XIV. Attachments**

**A.** The following documents are attached hereto and incorporated herein by reference:

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the later of the dates set forth below.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to legal form:

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED BY ST. LOUIS COUNTY OFFICE OF COMMUNITY DEVELOPMENT:

\_\_\_\_\_

\_\_\_\_\_  
Manager, Office of Community Development

\_\_\_\_\_  
Date

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**CONTRACT FOR ABATEMENT AND DEMOLITION WORK**

This Contract for Abatement and Demolition Work (“Agreement”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_ (“Contractor”), and the Land Clearance for Redevelopment Authority of the County of St. Louis (“Owner”), with respect to the provision by Contractor to Owner of certain labor, materials, equipment and related work and services in connection with the preparation of asbestos surveys and abatement of hazardous materials and related demolition services at the following locations: \_\_\_\_\_ (“Project”).

**SECTION 1**

**CONTRACT DOCUMENTS**

1. As used herein, the term “Contract Documents” consist of (a) this Agreement; (b) the asbestos survey to be prepared as part of this Agreement that relates to the Project and will be attached to this Agreement upon completion; (c) the requirements and directions with respect to the Work set forth in Exhibit A hereto; (d) all other Exhibits attached hereto; and (e) any Addenda issued by the Owner with respect to the Work. The Contract Documents form the Contract for Abatement and 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 Section 1, Paragraph 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 such 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: (a) inspect and prepare an asbestos survey (“Asbestos Survey”) for each of the the individual structures at the Site and (b) completely, properly and safely (i) abate, remove and dispose of all asbestos, asbestos containing materials, PCB’s and other hazardous materials and associated debris, structures and items as identified in and required by the Contract Documents (collectively, “Hazardous Materials”), in accordance with the requirements of the Contract Documents, including the requirements and directions set forth in Exhibit A hereto, and (ii) raze, destroy, remove, demolish and dispose of all structures at the Site (including any basements or

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substructures) 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 timely and fully prepare the Asbestos Survey and perform all abatement, 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 demolish and properly remediate all Hazardous Materials as identified in the Asbestos Survey and other Contract Documents so that the existing structures at the Site can be razed, demolished and removed without release of Hazardous Materials by the Contractor and in such fashion as to allow Owner, subsequent to the completion of the Work, to hold the Site for future development. Contractor acknowledges that the Asbestos Survey may not identify all ACMs present in the building and that it is the responsibility of the Contractor to abate the building prior to demolition in order to assure that Hazardous Materials are not released during demolition. Contractor agrees that at the conclusion of the Work, the Site shall be graded in such condition as required by the Contract Documents, with all ACMs properly abated, removed and disposed, with all structures 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 abatement, 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, the Contractor shall do the following:
  - (a) The Contractor shall remove all Hazardous Materials from the Site and all structures thereon and legally dispose of all such Hazardous Materials in a first-class, workmanlike manner, utilizing only those procedures as are required by or consistent with applicable law.
  - (b) The Contractor shall abate, remove and dispose of all Hazardous Materials and demolish and dispose of all structures, equipment, building components and other demolition debris in full compliance with all applicable EPA, OSHA, local, state and federal rules, regulations, standards, guidelines and laws (including but not limited to all requirements of the Missouri Department of Natural Resources). In this regard, the Contractor will keep materials wet, line all trailers and remove all items in full compliance with all current EPA, OSHA, and other applicable regulations and statutory requirements and the requirements of the Contract Documents. All removed, abated and/or demolished items shall be disposed of at an EPA regulated landfill. All Category I non-friable ACMs shall be segregated from general demolition debris, properly bagged and labeled and disposed of in accordance with applicable laws and regulations. Contractor shall maintain and submit all documentation relating to the Work as required by the Contract Documents and/or applicable law, including but not limited to closure documentation, listing of certified personnel, chain of custody, disposal manifests, disposal receipts, training certificates, photographs and air monitoring documentation related to the Work. Contractor shall make such documentation available to Owner for review promptly upon request and shall indemnify and hold Owner and its employees, agents, affiliates, subsidiaries and related entities harmless from all

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costs, damages, expenses, fines or penalties associated with Contractor's failure to maintain and submit any such documentation as required by applicable law.

- (c) The Contractor shall utilize all appropriate engineering and related controls (critical barriers, hepa-filtered vacuums, etc.) and work methods to minimize release of fibers, dust and other hazardous materials during removal activities. Contractor shall document its removal and abatement activities and provide any and all documentation relating to such activity to the Owner upon request, including but not limited to, documentation regarding disposal receipts, training certificates and required manifests. Contractor will be responsible to provide all OSHA exposure monitoring, respirators and related safety equipment as required by applicable law. Decontamination of equipment will be conducted to remove all asbestos and asbestos debris following removal activities.
- (d) The 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.
- (e) The Contractor shall 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 plan establishing requirements that are essential to the Owner's subsequent development of the Site. Contractor shall be responsible to grade the Site subsequent to demolition and removal in complete accordance with the grading plan and any other requirements in the Contract Documents. In this regard, Contractor expressly acknowledges and agrees that Contractor is required to remove fully 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.
- (f) The Contractor shall 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



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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.

- (g) The Contractor shall 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.
- (h) The Contractor shall 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.
- (i) The 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.
- (j) Contractor shall be responsible to provide for and require that all persons conducting removal activities wear appropriate gear and have appropriate training with respect to the Work and activities they are requested to perform. Contractor shall have and maintain a valid Asbestos Abatement Contractor's license from the Missouri Department of Natural Resources and all asbestos abatement work shall be performed by workers who are properly certified and licensed by the State of Missouri as asbestos abatement contractors.
- (k) The Contractor shall maintain and submit all required documentation relating to the Work, including but not limited to listing of certified personnel, chain of custody, disposal manifests, disposal receipts, closure documentation, training certificates, photographs and air monitoring documentation to the Work. This documentation shall include, but shall not be limited to: (i) name, address and Missouri Asbestos Abatement Worker (or Supervisor/Foreperson) Certification Number for each employee; (ii) a copy of each employee's Missouri certification card and (iii) a daily sign in/out log identifying each person performing work on Site by name and Missouri Asbestos Abatement Certification Number and the length of time each person is on the Site. Contractor shall make such documentation available to Owner and Development Manager for review promptly upon request and shall indemnify and hold Owner, Development Manager and their respective

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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 abatement or 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 Consultants in connection with the solicitation or submission of the Contractor's bid and the negotiation of this Agreement (including but not limited to the Asbestos Survey), 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). 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

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as a consequence of such failure. Completion of the Work pursuant to this Agreement requires that all Work is capable of being used for its intended purpose. This requires that all items be installed, tested, debugged and corrected (if necessary) so that they are 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 \$ \_\_\_\_\_ (\_\_\_\_\_ Dollars) ("Contract Sum"). Contractor acknowledges that the Contract Sum has been established at the time of execution of this Agreement based on expected quantities of Hazardous Materials that will need to be abated and expected amounts of demolition work, which have been determined by Contractor based on the information provided to Contractor by Owner and Owner's Consultants prior to execution of this Agreement and Contractor's own inspection of the Site.

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 utilized 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, mechanic's liens, 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

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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 substantially 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 one hundred five percent (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 preparation, construction 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 Site 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

## **EXHIBIT 4**

### **Form Contract**

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 caused by exposure to or the release of Hazardous MAterials, or 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), the St. Louis Economic Development Partnership (including its officers and directors), St. Louis County, Owner's consultants, 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, all materials delivered to the Project Site by Owner which are to be used in the performance of the Work (beginning with their delivery to 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

## EXHIBIT 4

### **Form Contract**

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 Project Site 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 Project Site 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, only 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 (15th) 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 only 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 any portion of the 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 certificates of such insurance policies, which

**EXHIBIT 4**

**Form Contract**

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 above, and their respective agents, as additional insureds:

<b>FORM OF COVERAGE</b>	<b>LIMITS OF LIABILITY</b>
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) and for all abatement Subcontractors (and/or Contractor if directly performing abatement work) including Asbestos Abatement Contractor's Liability Coverage	\$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 and Asbestos Abatement Contractor's Liability Coverage	Not less than \$5,000,000 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"
Contractor's Pollution Liability Insurance, covering any pollution, environmental hazard or related exposure arising or resulting from the Work and any fines, penalties, damages and costs (including clean up) resulting therefrom and including transit coverage and coverage for non-owned disposal sites	Not less than \$5,000,000 per occurrence and \$5,000,000 aggregate, to apply on a per project basis

2. All policies of liability insurance required under the terms of Paragraph 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

## EXHIBIT 4

### **Form Contract**

approval of Owner. All insurance shall be on a primary and non-contributory basis. All policies of insurance required under the terms of Paragraph 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 amount. 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.

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, 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.

7. CDBG Required Contract Terms – Contractor agrees to comply with all requirements set forth in Exhibit D – CDBG Required Contracting Provisions, which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of Exhibit D, the terms of Exhibit D shall govern, except where the terms set forth in this Agreement set forth a higher standard specificity, conduct or standard for the Contractor.



**EXHIBIT 4**

**Form Contract**

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

**OWNER:**

**Land Clearance for Redevelopment Authority  
of the County of St. Louis**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTRACTOR:**

**[Insert name of Contractor]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT 4**

**Form Contract**

**EXHIBIT A**

**WORK REQUIREMENTS AND DIRECTIONS**

1. The Work to be performed is the complete demolition and remediation of all structures located at Project site.
2. The Contractor will furnish all labor and equipment necessary to remove, package, and legally dispose of all hazardous materials located at the Project site. Work will consist of removal of asbestos-containing materials and may also consist of removal of PCBs or Freon refrigerants. Abatement work will be done in accordance with all federal, state, and local regulations in force at the time of the Work.
3. 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.
4. The Contractor must possess a valid Asbestos Abatement Contractor's license from the Missouri Department of Natural Resources, and all asbestos abatement work activities shall be performed by state-certified and licensed asbestos abatement workers.
5. The Contractor shall also obtain and pay for all required permits, and prepare and file all local, state, and EPA pre-notification forms in a timely manner prior to abatement work.
6. The Contractor shall conduct personal exposure air monitoring as prescribed by OSHA during the Project performance.
7. **Application for Permits:** Before commencement of the Work, the Contractor shall:
  - a. Obtain all required demolition permits from, as applicable, the St. Louis County Department of Health.
  - 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 LCRA.
  - c. Secure and provide to LCRA all Commercial Building Inspector approved Demolition Permit Release Authorizations and approvals (including, Waste Management and Air Pollution) from the St. Louis County Department of Health.
  - d. Pay all permit and inspection fees required for the completion of the Project.
8. **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.

## EXHIBIT 4

### Form Contract

9. **Removal of Trees, Shrubs and Plant Life:** The Contractor shall remove all shrubs, dead trees and other plant life to clear the demolition Site. Live trees may remain, provided they are not significantly damaged or compromised by the demolition activities.

10. **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 such materials 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 LCRA.
- 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 or LCRA.
- i. Notify the Commercial Building Inspection Section of the St. Louis County Department of Public Works of inspection requests not less than twenty-four (24) hours in advance. The permit holder shall be held responsible for scheduling and canceling inspections for all contractors and subcontractors.

11. **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 the Site and is responsible for erosion control. LCRA 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 4**

**Form Contract**

**EXHIBIT B**

**TIME LIMITS**

1. Substantial Completion of the Work shall be completed by \_\_\_\_\_.
2. Final Completion of the Work shall be completed by \_\_\_\_\_.

**EXHIBIT 4**

**Form Contract**

**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
			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 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)

**EXHIBIT 4**

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- 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 the Agreement subject to the remedies provided in the Agreement.

**EXHIBIT 4**

**Form Contract**

**EXHIBIT D**

**CDBG REQUIRED CONTRACT TERMS**

1. **SPECIAL CONDITIONS**

The Contractor agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) and all federal regulations and policies issued pursuant to these regulations.

2. **GENERAL CONDITIONS**

A. **General Compliance**

The Contractor agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this contract.

B. **Independent Contractor**

Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this agreement. The Subrecipient shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Contractor is an independent Contractor.

C. **Hold Harmless**

The Contractor shall hold harmless, defend and indemnify the Subrecipient from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Contractor's performance or nonperformance of the services or subject matter called for in this contract.

D. **Workers' Compensation**

The Contractor shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this contract.

E. **Performance Bonds (Applicable for Construction Contracts)**

The Contractor shall post a performance bond for 100% of the Contract price. (Applicable to contracts over \$25,000)

F. **Payment Bond (Applicable for Construction Contracts)**

The Contractor shall post a bond for 100% of the Contract price to assure payment of all persons supplying labor and material in the execution of work provided for in the Contract. (Applicable to contracts over \$100,000)

## EXHIBIT 4

### Form Contract

G. Bid Guarantee (For Construction Contracts over \$10,000)

The Contractor shall post a bid guarantee bond of 5% of the bid price as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

H. Amendments

Subrecipient or Contractor may amend this Contract at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the County. Such amendments shall not invalidate this Agreement, nor relieve or release Subrecipient or Contractor from its obligations under this Contract.

Subrecipient may, in its discretion, may amend this Contract to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Subrecipient and Contractor.

I. Suspension or Termination

Subrecipient may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the **Scope of Services** may only be undertaken with the prior approval of Subrecipient. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Contractor under this agreement shall, at the option of the Subrecipient, become the property of the Subrecipient, and Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Subrecipient may also suspend or terminate this Contract, in whole or in part, if Contractor materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein. In the event there is probable cause to believe the Contractor is in noncompliance with any applicable rules or regulations, the Subrecipient may withhold up to fifteen (15) percent of said contract funds until such time as the Contractor is found to be in compliance by the Subrecipient.

3. DOCUMENTATION AND RECORD-KEEPING

A. Records

The Contractor shall retain all records pertinent to expenditures incurred under this contract for a period of three (3) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, which ever occurs later.



## EXHIBIT 4

### **Form Contract**

B. Payment Procedures

The Subrecipient will pay to the Contractor funds available under this contract based upon information submitted by the Contractor and consistent with any approved budget and policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Contractor, and not to exceed actual cash requirements.

4. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights Compliance

The Contractor agrees to comply with all city and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086. Contractor shall include the provisions of this part in all subcontracts.

B. Nondiscrimination

The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause. Contractor shall include the provisions of this part in all subcontracts.

C. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, Part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Contractor shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Subrecipient and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

D. Section 504 and Americans with Disabilities Act

## EXHIBIT 4

### **Form Contract**

The Contractor agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) and the Americans with Disabilities Act which prohibits discrimination against the handicapped in any federally assisted program. The Subrecipient shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

E. Affirmative Action

The Contractor agrees that it shall be committed to carry out pursuant to the County's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The County shall provide Affirmative Action guidelines to the Contractor to assist in the formulation of such program.

F. MBE/DBE/WBE

The Contractor will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Contractor may rely on written representations by Subcontractors regarding their status as minority and female business enterprises in lieu of an independent investigation.

G. Access to Records

The Contractor shall furnish and cause each of its Subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Subrecipient, HUD or County, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

H. EEO/AA Statement

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

5. EMPLOYMENT RESTRICTIONS

A. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

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B. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the federal financial assistance provided under this contract and binding upon the County, the Subrecipient and Contractor. Failure to fulfill these requirements shall subject the Subrecipient, the Contractor and any Subcontractor, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:

"The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project."

The Contractor certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

C. Subcontracts

The Contractor will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the Contractor is in violation of regulations issued by the Grantor Agency. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Assignability

The Contractor shall not assign or transfer any interest in this contract without the prior written consent of the Subrecipient thereto; provided, however, that claims for money due or to become due to Contractor from the Subrecipient under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Subrecipient.

E. Conflict of Interest

**EXHIBIT 4**

**Form Contract**

The Contractor agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract. The Contractor further covenants that in the performance of this contract no person having such a financial interest shall be employed or retained by the Contractor hereunder. These conflict of interest provisions apply to any person who is an employee, agent, Contractor, officer, elected official or appointed official of the Subrecipient, or of any designated public agencies or Contractors which are receiving funds under the CDBG program.

6. SUBCONTRACTS

A. Approvals

The Contractor shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Subrecipient prior to the execution of such agreement.

B. Monitoring

The County will monitor all Subcontractors on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. However, it is expressly agreed that County will not be held responsible for contract non-compliance on the part of any Subcontractor, or for any damages incurred as the result of non-compliance.

C. Content

The Contractor shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

D. Selection Process

The Contractor shall undertake to insure that all subcontracts let in the performance of this agreement shall be awarded on a fair and open competitive basis.

7. COPYRIGHT

If this contract results in any copyrightable material, the Subrecipient and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

8. RELIGIOUS ORGANIZATION

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

**EXHIBIT 4**

**Form Contract**

9. ENVIRONMENTAL CONDITIONS

A. Lead-Based Paint

The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

B. Historic Preservation

The Contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800. Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

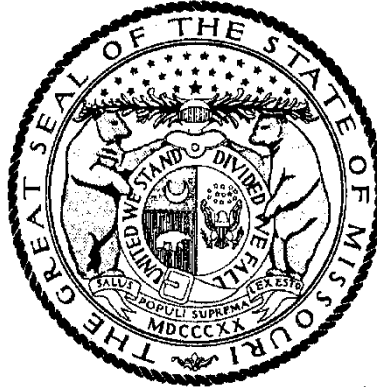
**EXHIBIT 5**

**Missouri Annual Wage Order No. 30**

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 30

Section 100  
**ST. LOUIS COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by \_\_\_\_\_

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2023**

Last Date Objections May Be Filed: **April 10, 2023**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$66.97
Boilermaker	\$41.15*
Bricklayer	\$62.54
Carpenter	\$61.56
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$58.25
Plasterer	
Communications Technician	\$62.85
Electrician (Inside Wireman)	\$73.29
Electrician Outside Lineman	\$58.76
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$96.60
Glazier	\$65.67
Ironworker	\$67.11
Laborer	\$52.47
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$50.74
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$67.06
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$51.81
Plumber	\$75.30
Pipe Fitter	
Roofer	\$56.75
Sheet Metal Worker	\$72.05
Sprinkler Fitter	\$78.94
Truck Driver	\$41.15*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMO Section 290.210.



Heavy Construction Rates for  
ST. LOUIS County

Section 100

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$62.80
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$58.76
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$53.14
General Laborer	
Skilled Laborer	
Operating Engineer	\$67.79
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$46.49
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

# OVERTIME and HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.