

**BID PACKAGE**

**FOR**

**DEMOLITION SERVICES**  
**IN THE CITIES OF PAGEDALE AND WELLSTON, MISSOURI**

**Issued by the St. Louis County Port Authority**

**Bids Due By:**

**10:00 AM CST on Monday, February 26, 2024**

**St. Louis County Port Authority**

**120 S. Central Ave., 2<sup>nd</sup> Fl.**

**St. Louis, Missouri 63105**

**Attn: Missy DeMarco**

**(314) 615-7663**

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

## **BID DOCUMENTS**

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## 1. Introduction

The St. Louis County Port Authority (“Port”) is a political subdivision of the State of Missouri organized pursuant to Chapter 68 of the Missouri Revised Statutes to promote general welfare, promote development, encourage private capital investment by fostering industrial facilities, increase volume of commerce and promote establishment of foreign trade zones. Consistent with its organizational purposes, the Port owns certain real property parcels located in the Cities of Pagedale and Wellston in St. Louis County, Missouri. The Port seeks to demolish the improvements and clear all debris located on certain Port-owned parcels in the Cities of Pagedale and Wellston, further identified below (the “Project”). An MBE-participation goal of twenty percent (20%) shall apply to the Project.

Port issues this invitation for bids from qualified firms to prepare asbestos surveys, remediate any identified asbestos-containing materials, demolish certain structures, and remove all debris for the Project. To be considered, bids must be received no later than **10:00 AM on Monday, February, 26, 2024**, at which time all bids will be opened and read publicly via Zoom at the following web address: [https://us06web.zoom.us/j/84821667787?pwd=XtTihzEBDkfgCOlgDSRkahDallUlfE.1;](https://us06web.zoom.us/j/84821667787?pwd=XtTihzEBDkfgCOlgDSRkahDallUlfE.1; (Meeting ID: 848 2166 7787; Passcode: 810117).) (Meeting ID: 848 2166 7787; Passcode: 810117). 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>
16H421066	6823 St. Charles Rock Rd. Pagedale, MO
16H530010	6900 N. Market St. Wellston, MO

Pricing should be provided on a parcel-by-parcel basis. The bidder should 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 Port intends to award a lump sum contract, in substantially the form attached hereto as Exhibit 3 (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 invitation for bids 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 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 Port.

### 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 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. Proof of proper insurance required for demolition as specified in the Contract.

7. 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.
8. 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.

The St. Louis County Port Authority actively encourages submission of proposals from disadvantaged business enterprises and companies owned by minorities, women, immigrants, and veterans. The Port 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. The Port 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 Port 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.
2. This invitation for bids does not commit the Port 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 Port as public records. All proposals may be subject to public review upon request, unless exempted as discussed elsewhere in this invitation for bids.
3. 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 Port, 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.

4. 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, February 26, 2024, at 10:00 AM CST**, at which time bid proposals will be opened and read aloud publicly via Zoom [https://us06web.zoom.us/j/84821667787?pwd=XtTihzEBdkfgCOlgDSRkahDallUlfE.1](https://us06web.zoom.us/j/84821667787?pwd=XtTihzEBdkfgCOlgDSRkahDallUlfE.1;); (Meeting ID: 848 2166 7787; Passcode: 810117).**

### Schedule

RFP Published	Thursday, February 1, 2024
Questions Submitted by	Friday, February 9, 2024
Questions Answered	Wednesday, February 14, 2024
Submission of Proposals by	Monday, February 26, 2024

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 [mdemarco@stlpartnership.com](mailto:mdemarco@stlpartnership.com).

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

St. Louis County Port Authority  
Attn: Missy DeMarco  
120 S. Central, 2<sup>nd</sup> Floor  
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, 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) 6823 St. Charles Rock Rd.
- 2) 6900 N. Market St. (collectively, the “Port 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:** Port will notify the Contractor in writing of the award of the project. **The Contractor shall apply for 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 June 30, 2024;** provided, however, upon written request to the Chair of the Port 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 Port 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 Port 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 local municipality and Port.
3. Secure and provide to Port 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 Port 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:** Port shall provide the Contractor with any available information regarding the structure(s) to be demolished. However, Port 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 Chair of the Port 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 sites of the Port Structures . 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 sites. 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 Port, 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 of them 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 doing 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 Port.
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 Port.

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. Port 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.

1. Claims under Worker's Compensation, disability benefits and other similar employee benefits act.
2. Claims for damages because of bodily injury, sickness or disease or death of any person other than employees.
3. Claims for damages insured by usual personal injury liability coverage which are sustained by:
  - i. Any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor; or
  - ii. Any other person.
4. Claims for damage because of injury to or destruction of tangible property, including loss of use resulting therefrom.

**D108.1 Bonds:** If the cost is anticipated to exceed \$50,000, 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 Port 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 Port 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:** Port may withhold any application for payment to the extent necessary to protect Port 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 Port, 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: St. Louis County Port Authority  
Attn: Missy DeMarco  
120 S. Central, 2nd Floor  
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 cities of Wellston and Pagedale, Missouri, for the St. Louis County Port (Port).

1. The Bidder has indicated a bid and other information as called for in the proposal.
2. The Bidder agrees that Port may reject Bidder's proposal and award the contract in the best interest of Port.
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 St. Louis County Port Authority 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)

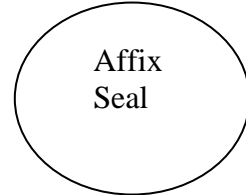
Title: \_\_\_\_\_

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

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

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

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



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

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

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



## BID OVERVIEW FORM

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

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

Project Name: Demolition Project, Cities of Pagedale and Wellston, Missouri

To: St. Louis County Port Authority  
Attn: Missy DeMarco  
120 S. Central Ave., 2<sup>nd</sup> Floor  
St. Louis, MO 63105  
[mdemarco@stlpartnership.com](mailto:mdemarco@stlpartnership.com)

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

<u>Property Address</u>	<u>Demolition Cost</u>	<u>Asbestos Survey</u>	<u>Additional Cost for Ordered Demolition</u>
6823 St. Charles Rock Rd.			
6900 N. Market St.			
<b>Total Bid Cost:</b>			

**Attached hereto is a unit cost schedule, including labor and materials for the removal and disposal of asbestos containing materials.**

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

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

**EXHIBIT 3**

**Form Contract**

## EXHIBIT 3

### **Form Contract**

#### 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 St. Louis County Port Authority ("Owner"), with respect to the provision by Contractor to Owner of certain labor, materials, equipment and related work and services in connection with the 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

### **EXHIBIT 3**

#### **Form Contract**

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

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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

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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

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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

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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.

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

**OWNER:**

**St. Louis County Port Authority**

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

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

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

**CONTRACTOR:**

**[Insert name of Contractor]**

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

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

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

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**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 3

### 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 3**

**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 3**

**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
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Total \_\_\_\_\_

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

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

The Contractor will be compensated for this change pursuant to the provisions of 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 3**

#### **Form Contract**

- 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.