

THE CITY OF ST. LOUIS
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

ST. LOUIS, MISSOURI 63145

ATTACHMENT C

TENANT CONSTRUCTION OR ALTERATION APPLICATION

DATE	TCA NUMBER Assigned
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TENANT MUST READ THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE OF THIS FORM

The Applicant shall not commence performance of any of the said work prior to the receipt by Applicant of a copy of this application duly signed in Part Two hereof on behalf of the City. Upon receipt thereof, the Applicant agrees to perform said work in accordance with the following "Information to be Furnished by Applicant" and to comply with and be bound by all requirements and conditions set forth below in Part Two hereof and the terms and conditions set forth on the reverse hereof.

Minimum Insurance Limits are as follows, unless specified to be greater: Bodily Injury - \$2,000,000.00 per person, each occurrence; Property Damage- \$2,000,000.00 each occurrence. The project may require Comprehensive General and Auto Liability. All insurance policies must name the City of St. Louis as additional insured. A current Certificate of Insurance must be on file before this form will be approved. Note: Minimum Insurance Limits are increased to \$5,000,000.00 if airfield access is required.

PART ONE: PRE-DESIGN REVIEW WITH ENGINEERING

PART TWO INFORMATION TO BE FURNISHED BY APPLICANT (REFER TO YOUR LEASE OR PERMIT FOR REQUIRED INFORMATION)

Permission is hereby requested to perform the following described work on the space occupied by the Applicant.

TENANT	PURSUANT TO (LEASE, SPACE PERMIT) NO.	PRECISE LOCATION (BUILDING, AREA, AND/OR ROOM #) OF SPACE TO BE ALTERED
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PROJECT TITLE , DESCRIPTON AND REASON FOR PROJECT

JOBS CREATED: this can be temporary construction or permanent jobs

ESTIMATED COST OF WORK	ESTIMATED TIME TO COMPLETE (DAYS)	ESTIMATED STARTING DATE
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Plans: Six (6) complete sets of plans and specifications must be submitted with the Application. Include floor plan, and show area affected by proposed work. The plans should be FULL SIZE 24 X 36. Drawings on CD acceptable .

ENGINEER OR ARCHITECT CERTIFICATION

I have supervised the preparation of plans and specifications for the entire work represented herein and hereby certify that they conform to the requirements of the respective enactments, codes, ordinances, resolutions and regulations of the city, town or municipality in regard to construction and maintenance of buildings and structures and in regard to health, safety and fire protection, which would be applicable if the City were a private corporation. If support drawings are not signed or sealed, provider certification is needed.

NAME & ADDRESS OF ENGINEER OR ARCHITECT		TELEPHONE NO.
SIGNATURE OF LICENSED PROF. ENGINEER OR ARCHITECT		LICENSE NO.
NAME & ADDRESS OF CONTRACTOR (IF NOT KNOWN, SUBMIT LATER)		DATE
EMAIL ADDRESS		TELEPHONE NO.
APPLICANT (TENANT'S NAME AS IT APPEARS ON LEASE OR PERMIT)	SIGNATURE OF APPLICANT	EMAIL ADDRESS
TELEPHONE NO.		
SEND CORRESPONDENCE TO: (NAME & ADDRESS OF EMPLOYEE IN CHARGE OF PROJECT)		TITLE
		DATE

PROJECT MANAGER 24 HOUR CONTACT INFORMATION:

PART THREE PREPARED BY CITY AND RETURNED TO APPLICANT

The above application is Approved subject to the attached conditions. Disapproved.

Please advise the undersigned in writing when this work has been completed.

APPROVAL EXPIRES	APPROVED BY	TITLE	DATE
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1. In the performance of the work covered hereunder the Applicant shall, unless otherwise directed in writing by the City of St. Louis, conform to the requirements of the respective enactments, ordinances, resolutions and regulations of the city, county, town or municipality or utility jurisdiction in which the Project is located in regard to the construction and maintenance of buildings and structures and in regard to health and welfare protection which would be applicable if the City were a private corporation. The Applicant's obligations to comply with the above governmental requirements is for the purpose of assuring proper safeguards for the protection of persons and property at the Airport and is not to be construed as a submission by the City to the application to itself of any such requirements.
2. The Applicant shall comply with such federal, state and municipal laws, statutes, enactments, ordinances and regulations, if any, as may be legally applicable to the work or the performance thereof or its employees therein. The Applicant shall consult with the Airport Business and Marketing Manager with respect to the applicability of any and all laws, statutes, enactments, ordinances, resolutions and regulations and as to the procedures to be followed before taking any other action with respect thereto, and shall follow the instructions and procedure prescribed by said Airport Business and Marketing Manager with respect thereto.
3. The Applicant shall observe (and obey and compel its officers, employees, agents and contractors to observe and obey) the rules and regulations of the City now in effect which are applicable to the performance of the work, and such further applicable rules and regulations which may from time to time during the said performance be promulgated by the City for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, or for the safe and efficient operation of the Airport.
4. The Applicant shall procure and maintain bodily injury and property damage liability insurance in its own name in at least the limits specified in the preamble to this Application and Workmen's Compensation insurance; or if the work is to be done by an independent contractor, the Applicant shall require such contractor to procure and maintain such insurance in the contractor's name. A certificate evidencing such insurance shall be furnished to the City's Airport Business and Marketing Manager prior to the commencement of the work.
5. Permittee shall protect, defend, and hold St. Louis County, the City, its Board of Aldermen, Airport Commission, officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Permit and/or the use or occupancy of the Space or the acts or omissions of Permittee's officers, agents, employees, contractors, subcontractors, licensees, independent contractors or invitees regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the City. The Director of Airports or his designee shall give to Permittee reasonable notice of any such claims or actions. The Permittee shall also use counsel reasonably acceptable to the City Counselor of the City or his designee, after consultation with the Director of Airports or his designee in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Applicant's Agreement with the City.
6. The Applicant shall pay all claims lawfully made against it by contractors, subcontractors, materialmen and workmen, and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of the work; and shall cause all contractors and subcontractors to pay all such claims lawfully made against them. The Applicant agrees not to permit any mechanics' or materialmen's or any other lien to be foreclosed upon the Space or any part or parcel thereof, or the improvements thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman or for any other reason.
7. Only first-class materials and workmanship shall be used in the performance of the work, which shall be done in accordance with the drawings described in Part 1 of this Application. This work shall be done to the satisfaction of, and subject to the inspection of, the Airport Planning and Engineering Department. The Applicant shall re-do or replace at its own expense, any work not approved by the Planning and Engineering Department.
8. The Applicant shall require each of its contractors and suppliers of construction materials to furnish Performance and Payment Bonds in the full amount of any contract in a form acceptable to the City. The Payment Bond shall comply with the coverage requirements and conditions of Section 107.170 RSMo as amended. Copies of the bonds shall be given to the City for approval before work begins. Any sum or sums derived from said Performance and Payment Bonds shall be used for the completion of said construction and the payment of laborers and material supplies.
9. In the performance of the work, the Applicant shall not do or permit to be done any act affecting the operation of any existing plumbing, heating, fire-protection, fire-alarm, sewage, drainage, water supply, electric, sprinkler, ventilation, refrigeration, fuel or communication system at the Airport or other such service system therein, including all pipes, tubes, lines, mains, wires, conduits, equipment or fixtures, except with the express written approval of the Airport Planning & Engineering Department.
- 10.(a) Prior to the commencement of the work and throughout the performance thereof, the Applicant shall erect and maintain at its own expense, in or about the space, such barriers, shields and other suitable protective devices for the protection of the public and others and their property as in the opinion of the Airport Planning and Engineering Department may be necessary or desirable. The work shall be performed in such manner as will cause the minimum inconvenience to members of the public and others at the Airport. During the performance of the work, the Applicant shall not permit the accumulation in or about the space of any debris, rubbish or litter of any sort resulting from such performance, and shall make such arrangements for the frequent removal thereof from the Airport, by means of facilities to be furnished by the Applicant, as may in the opinion of the Airport Engineer be necessary to prevent such accumulation.
- (b) In the performance of the work covered by this permit, the Applicant shall not employ any contractor nor shall the Applicant or any of its contractors employ any persons or use or have any equipment, or allow any condition to exist if any such condition shall, or in the opinion of the City, may cause or be conducive to any labor troubles at the Airport which interfere, or in the opinion of the City, are likely to interfere with the operation of the Airport or with the operations of others at the Airport or with the progress of other construction work therein. The determination of the City shall be final and, upon notice from the City, the Applicant shall immediately remove such contractor or withdraw or cause its contractors to withdraw from the Airport the persons, equipment and materials and the applicant shall or shall cause its contractor to immediately rectify any condition specified in the notice. In the event of failure by the Applicant or any of its contractors to immediately comply with the requirements of this paragraph (whether or not such failure is due to the Applicant's fault) the City shall have the right to suspend this permit and the permission thereby granted, without prior notice; when the labor troubles shall be so settled that such interference or the danger thereof no longer exists, the City, by notice to the Applicant, shall reinstate this permit on all the same terms and conditions as before the suspension. "Labor troubles" shall mean and include strikes, boycotts, picketing, work-stoppages, slowdowns, complaints, disputes, controversies or any other type of labor trouble, regardless of the employer of the person involved or their employment status, if any.
- (c) Notwithstanding the approval of this permit by the City, the Applicant shall not perform or permit to be performed any work hereunder, the performance of which or the subsequent use or occupancy of which will (1) invalidate or conflict with any insurance covering the Airport or any part thereof, or in any property located therein or thereon, or (2) increase the rate of any fire insurance, extended coverage, rental insurance or other insurance on the Facility, or any part thereof or upon any property located therein or thereon. The Applicant shall promptly observe, comply with and execute the provisions of any and all present and future rules, regulations, requirements, orders, directions and standards of the National Board of Fire Underwriters as to work performed in Missouri, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the performance of the work to the completed work (including use or operation thereof) and the Applicant shall make any and all structural and non-structural improvements, alterations or repairs of the work that may be required at any time hereafter by any such present or future rule, regulation, requirement, order or direction. If because of the work done or by reason of any failure on the part of the Applicant to comply with the provisions of this paragraph any such insurance shall at any time be limited, cancelled or invalidated, then the Applicant shall immediately remove the work; or if the rate of premium for any such insurance shall be higher than it otherwise would be, then the Applicant shall pay to the City on demand that part of all premiums which shall have been charged because of such work or by reason of such failure by the Applicant.
11. Title to any installation, improvement, alteration, modification, addition, repair or replacement resulting from work done pursuant hereto shall immediately upon completion vest in the City (Or in the City's lessor, if any and if the agreement between such lessor and the City so provides) without execution of any further instrument The Applicant shall not remove or change the same unless the City, on or prior to the expiration or termination of the lease or permit described in Part 1 of this Application or within sixty (60) days after such expiration or termination, shall give notice to the Applicant requiring removal or restoration, in which case the Applicant (on or prior to the expiration or termination date or, if the notice is given after such date, then immediately after receipt of the notice) shall complete the removal of all of the same (or as much thereof as may be required by the notice) and the restoration (to the extent required by the notice) of the space affected by the work to the same condition as it was in prior to the commencement of the said work. If the Applicant shall fail to comply with such notice, the City may effect the removal and restoration and the Applicant shall pay the cost thereof to the City upon demand.
12. A certificate of completion shall be issued to the Applicant by the Planning and Engineering Department upon request of the Applicant on completion of the work hereunder in accordance with the Terms and Conditions hereof and inspection thereof by the Planning and Engineering Department. Issuance of such certificate shall not preclude the City from showing that Applicant has failed to comply with his obligations hereunder nor shall it release Applicant from such obligations.

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