FIRE TOWER REMOVAL AGREEMENT

THIS day of		ER REMOVA	L AGREEM 2022, by and	`	_	,				
herein		referred	to	as	"t	the ,	Depa	rtment	t",	and of
Depar	tment and I	Buyer are collec						"the	Buyer."	The
WITN	IESSETH:									
1.	The Department agrees to sell and the Buyer agrees to buy the following desproperty, to-wit:					ving descr	ribed ——			
	`	erty") for the dged by the Dep		\$, rec	eipt of	which	ch is he	 ereby

- 2. TERM. Unless expressly agreed to in writing by the Department, the Buyer agrees to dismantle and remove the Property from its location between November 1, 2022, and March 14, 2023.
 - 3. COMPLIANCE WITH LAW. The Buyer, at its sole cost and expense, shall comply with all applicable federal, state and local statutes, laws, ordinances, rules and regulations pertaining to the Agreement and the performance of the Parties obligations in this Agreement.
- 4. EQUIPMENT, LABOR, AND MATERIALS. The Buyer shall provide all equipment, labor, and other materials necessary for the safe and complete removal of the Property. The Buyer agrees to not allow any person who is under the age of 18 years to accompany the Buyer or the Buyer's employees during the removal of the Property or on the job site.
- 5. SUBCONTRACTORS. The Buyer shall not engage or use the services of subcontractors in performing the contract without prior written approval from the Department. Any subcontractors used in conjunction with the dismantling and removal of the Property shall be subject to the same terms and conditions as set forth in this Agreement.
- 6. INDEMNIFICATION. Buyer agrees to save and indemnify and keep harmless the Conservation Commission, Department of Conservation, and their employees or agents against all liability, claims, judgments or demands or damages to persons or property, interest, attorney's fees and any and all other liabilities of any kind, from any source, which may arise out of the Buyer's negligence or the negligence of the Buyer's employees or agents in connection with the dismantling and removal of the Property.
 - 7. INSURANCE. The Buyer agrees to acquire and maintain insurance in the form(s) and amount(s) set forth below to protect the Conservation Commission, Department of Conservation, and their employees or agents from any such loss, damage, and/or expense related to the Buyer's performance in dismantling and removing the Property.

7.1 TYPES OF INSURNACE.

7.1.1. Commercial General Liability Coverage comparable to Comprehensive General Liability coverage to protect the Buyer performing work covered by this Agreement from claims for damages for personal injury, bodily

injury (including wrongful death), and from claims for property damage which may arise from the operation under the Agreement. The coverage will provide protection for all operations by the Buyer or by anyone directly or indirectly employed by them. In addition, the coverage is to include the Department and its employees as "additional insureds." The amount of the insurance will not be less than a minimum of \$3,000,000 combined single limit, per occurrence and aggregate, for both bodily injury and property damage combined.

- 7.1.2. Worker's Compensation Insurance Coverage A: Worker's Compensation Insurance for all the Buyer's employees pertaining to the Agreement, unless such employees are covered by the protection afforded by the Buyer. This coverage will comply in all respects with the requirement of the statutes of the State of Missouri. Coverage B: Employer's Liability, in an amount no less than \$2,000,000.
- 7.1.3 Comprehensive Automobile Liability coverage to include coverage for all owned, hired, and non-owned vehicles. The coverage is to include for protection of the Buyer or by anyone directly or indirectly employed by them. The minimum limit of coverage to be provided is \$3,000,000 combined single limit for bodily injury and property damage, per occurrence and aggregate
- 7.2 All insurance will be procured through agencies and be written by insurance companies which are acceptable to and approved by the Department.
- 7.3 All coverage should be placed with insurance carriers that are licensed to do business in the State of Missouri as an admitted carrier and all coverage placed is subject to the Department's approval as to form and content, as well as carrier. All required coverage will be obtained and paid for by the Buyer.
- 7.4 The Buyer will furnish the Department with certificates, policies, or binders which indicate the Buyer and/or the Department are covered by the required insurance showing type, amount, class of operations covered, effective dates and dates of expiration of policies prior to commencement of the work. All standard certificates, policies, or binders will give the Department's Infrastructure Management Branch thirty (30) days written notice prior to cancellation.
- 7.5 Upon receipt of any notice of cancellation, the Buyer will, within ten (10) days, procure other policies of insurance similar in all respects to the policy or policies about to be cancelled or altered; and if the Buyer fails to provide, procure and deliver acceptable policies of insurance or satisfactory certificates or other evidence thereof, the Department may obtain such insurance at the cost and expense of the Buyer without notice to the Buyer.
- 7.6 It is understood and agreed that the insurance required by the provisions of this article is required in the public interest and that the Department does not assume any liability for acts of the Buyer or their employees in the performance of the Agreement. Neither the Department's review, approval, or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.
- 8. SOVEREIGN IMMUNITY. The Department reserves all immunities, defenses, rights, or actions arising out of the Department's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the Department's immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the Department's entry into this

Agreement.

- 9. ASSIGNMENT. The Buyer shall not assign in whole or in part this Agreement without first obtaining written consent of the Department.
- 10. APPLICABLE LAW AND VENUE. This Agreement shall be interpreted in accordance with the laws of the State of Missouri. Venue for any cause of action regarding the Agreement shall be the Circuit Court of Cole County, Jefferson City, Missouri.
- 11. TERMINATION. This Agreement may be terminated upon 30 days written notice of such election to terminate.
- 12. INTEGRATION. This Agreement contains the entire agreement between the Parties hereto and supersedes all prior written and/or oral agreements.
 - 13. MODIFICATION. This Agreement may be altered or modified only in writing signed by the Parties.
 - 14. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.
 - 15. NOTICES. All notices provided for in this contract shall be in writing, duly signed by the party giving such notice, and shall be delivered by either first-class mail or by email, to the following:

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DEPARTMENT

Annie Kittrell Regional Resource Management Missouri Dept of Conservation 2901 Truman BLVD Jefferson City, MO 651097.

Any notice sent by electronic mail must have been acknowledged by the recipient as having been received before the notice is deemed to have been given.

IN WITNESS WHEREOF, the Parties have hereunto executed this contract the day and year first above written.

Buyer:	Missouri Department of Conservation:
Buyer's Name	Signature of Department Representative
Authorized Signature	Title

Title	Division	
Date	Date	