



**FIRST ADDENDUM TO THE RFP FOR
AIR SERVICE DEVELOPMENT CONSULTING SERVICES
AT ST. LOUIS LAMBERT INTERNATIONAL AIRPORT**

December 20, 2023

Dear Prospective Proposers:


Attached is the First Addendum to the Request For Proposals for **Air Service Development Consulting Services** at St. Louis Lambert International Airport dated December 13, 2023 (“RFP”). This First Addendum is being issued in order to do the following:

- a. Provide Proposers with a copy of the current Air Service Development Consulting Services Agreement, attached hereto and incorporated herein as Attachment 1 to this First Addendum.

The City of St. Louis Airport Authority (“Authority”) reserves the right to reject any and all Proposals, to advertise for new Proposals, to cancel this RFP, and/or proceed to have the services performed otherwise. The submission of a Proposal by a Proposer shall not in any way commit the City of St. Louis or the Authority to enter into an Agreement with that Proposer or any other Proposer.

All other terms, conditions, and provisions of the RFP not inconsistent with this First Addendum are unchanged and remain in full force and effect.

Sincerely,


Gigi Glasper
Contract Supervisor

Attachment 1

Current Air Service Development Consulting Services Agreement



CITY OF ST. LOUIS

**PROFESSIONAL SERVICE AGREEMENT FOR
AIR SERVICE DEVELOPMENT CONSULTING SERVICES
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT**

CONTRACT NO.: 76661

CONTRACT NOT-TO- EXCEED AMOUNT: \$ 742,500.00

CONSULTANT: Informa Princeton LLC
dba Airport Strategy and Marketing LTD (ASM)
1983 Marcus Avenue
Suite 250
Lake Success, New York 11042

FEDERAL I.D. #90 - 0529208

ESTIMATED ANNUAL ENCUMBRANCES:

FY 2021	\$ 5,000.00
FY 2022	\$220,000.00
FY 2023	\$247,500.00
FY 2024	\$270,000.00

CONTRACT AUTHORIZED BY: **ORDINANCE NO.** **71160**
BUDGET ACCOUNT: **5659**

**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
ST. LOUIS, MISSOURI**

CITY OF ST. LOUIS
PROFESSIONAL SERVICE AGREEMENT FOR
AIR SERVICE DEVELOPMENT CONSULTING SERVICES
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

This Agreement, made and entered into this 22nd day of July, 2021 (“**Agreement**”), by and between the City of St. Louis, a municipal corporation of the State of Missouri (the "**City**") and Informa Princeton LLC dba Airport Strategy and Marketing LTD (“**Consultant**”).

WITNESSETH THAT:

WHEREAS, City owns and operates St. Louis Lambert International Airport (the "**Airport**"); and

WHEREAS, City seeks to contract with the Consultant for Air Service Development Consulting Services as more fully described herein.

NOW, THEREFORE, in consideration of the payments, terms, conditions, agreements, hereinafter set forth, to be made and performed by City, the Consultant hereby promises and agrees that it will faithfully perform all the services called for by this Agreement, in the manner and under the terms, covenant, and conditions hereinafter set forth.

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Anti-Discrimination Against Israel Act Affidavit

CITY OF ST. LOUIS
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

1. DEFINITIONS

The following terms and definitions are used in this Agreement:

- “Agreement”** This means the contract for Air Service Development Consulting Services between the City and Informa Princeton LLC dba Airport Strategy and Marketing LTD.
- “Airport”** This means St. Louis Lambert International Airport, which is owned by the City and is operated for the City by the Airport Authority of The City of St. Louis, a department of the City.
- “Airport Director”** This means the Director of Airports of The City of St. Louis or his/her authorized or designated representative(s).
- "Airport Representative" or “Manager”** This means the Airport Assistant Director of Marketing and Business Development or his/ her designated or authorized representative.
- “Authority”** This means the Airport Authority of The City of St. Louis.
- “City”** This means the City of St. Louis, owner and operator of St. Louis Lambert International Airport.
- “Commencement Date”** This means the date the term of this Agreement begins which is June 1, 2021 as provided for in Section 7.0.
- “Consultant”** This means Informa Princeton LLC dba Airport Strategy and Marketing LTD.
- “Contract Year”** This means a consecutive twelve (12) calendar month period beginning on the Commencement Date and each twelve (12) consecutive calendar month period thereafter during the term of this Agreement.
- “day(s)”** This means consecutive calendar days unless otherwise expressly stated.
- “Expiration Date”** This means the date the term of this Agreement ends which is May 31, 2024, as provided for in Section 7.0.

“Holiday”

This means New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

2. SCOPE OF WORK

The Consultant shall furnish all labor, materials, equipment, supplies, and supervision necessary to perform the work and services listed below in a timely manner as directed and ordered in writing by the Manager, in accordance with Provisions of this Agreement. The Consultant will perform the Air Service Development Consulting Services described herein, as requested and ordered in writing by the Manager. The Air Service Development Consulting Services will include, but not be limited to the tasks listed below:

- A. Regular evaluation and reporting on air service related information, such as airline schedules, route structures, air service demand, airfare trends, historical performance and other commonly accepted air service measures, from various industry sources, to assess the performance and continued viability at the Airport of existing domestic and international air service or identify opportunities at the Airport for new domestic and international air service;
- B. Preparation of materials to present to airlines or others in order to build a convincing case for retaining and enhancing current domestic and international air service at the Airport or establishing new domestic and international air service at the Airport;
- C. Preparation of various air service related reports to include, but not be limited to, such information as:
 - 1. The Airport’s Origin and Destination Market Statistics,
 - 2. The Airport’s Connecting Market Statistics,
 - 3. The Airport’s Average Stage Length by Airline,
 - 4. The Airport Average Fare by Market and Airline,
 - 5. The Airport’s Passengers Per Day Each Way by Market and Airline,
 - 6. The Airport’s Revenue Per Day Each Way by Market and Airline,
 - 7. The Airport’s Airline Yields by Market,
 - 8. Single Plane Service Frequency, by Destination and Type of Equipment from the Airport, and
 - 9. The Airport’s ranking by passengers (Enplaned, Deplaned, Connecting, etc.), Load Factor, Capacity, Cargo, etc., as compared to other similar Airports;
- D. Review air service related proposals, ideas and concepts, submitted or suggested to the Airport by airlines or others, to determine the impact such

proposals, ideas and concepts may have on overall air service at the Airport and if necessary, recommend a course of action;

- E. Perform market research and participate in the preparation of marketing materials designed to identify opportunities and develop interest in increasing domestic and international air service at the Airport;
- F. Review applications of airlines and others docketed by the United States Department of Transportation to determine the extent to which such applications will affect present and future air service at the Airport, and recommend positions to be taken by the Airport in such cases;
- G. On an as needed basis, travel with Airport staff to attend meetings with airlines or others at various airline corporate offices, conferences or other locations for the purpose of assisting in presentations of material and information related to air service development;
- H. Provide on-going expertise and support for the Airport's former Air Service Strategic Objectives, to include sustaining and growing passenger air service and generating economic development, as it relates to air cargo; and
- I. Any other consulting and marketing services required as part of the Airport's Air Service Development Program (passenger and freight), as reasonably determined by the Airport Director or Manager.

3. FEES/REIMBURSEMENTS

- A. The City, subject to the Provisions of this Agreement, shall pay to the Consultant, in consideration of the above services rendered in performance of this Agreement "**Fees**" based upon the rates and charges set forth below. Consultant shall invoice the City monthly for all services ordered and performed in accordance with the Provisions of this Agreement
- B. The City, subject to the Provisions of this Agreement, shall reimburse the Consultant for authorized actual expenditures which are reasonable and necessary that are incurred by the Consultant at the request and direction of the Airport Representative in writing, as provided for herein (the "**Reimbursable Expenses**"). Consultant shall maintain full and complete records of all expenses for which it intends to be reimbursed. (See **Exhibit C** entitled "Reimbursable Expenses" which is attached hereto and incorporated herein).

Hourly Rates For Services

Chris Warren	ASM	\$229.00
Dave Stroud	ASM	\$229.00
Lee Lipton	ASM	\$209.00
Nigel Mayes	ASM	\$209.00
Ilona Cambron	ASM	\$209.00
Martin Kammerman	ASM	\$209.00
Analytical Staff	ASM	\$159.00
MaryAnn Taylor Crate	Added Dimension	\$150.00
Allison Hawk	AHC Consulting	\$175.00

4.0 PAYMENTS

- A. All Fees, Reimbursable Expenses, or Extras to be paid by the City to Consultant for the work performed pursuant to this Agreement shall be paid in due course after receipt of Consultant's itemized invoices to the City, subject to and in accordance with the Provisions of this Agreement. (See Sections 3.0 & 6.0.)
- B. Acceptance by Consultant of the final payment shall constitute payment in full for all work done.
- C. Nothing in this Agreement shall be construed or interpreted to create a debt, liability, or obligation of any kind whatsoever upon the City or Airport for the City or Airport to order or request any particular amount of work or services (See Sections 8.M, and 24.G herein).
- D. In no event shall Fees, Reimbursable Expenses, and Extras provided for in this Agreement exceed this Agreement's Contract-Not-To-Exceed Amount of Seven Hundred Forty-Two Thousand Five Hundred Dollars (\$742,500.00) during the term of this Agreement. Payment for the Fees and Extras shall be made at the rates and amounts provided for herein subject to and in accordance with the Provisions of this Agreement. All payments hereunder shall be contingent upon the appropriations of sufficient funds by the City annually.
- E. The Consultant agrees to submit invoices for the services and work performed pursuant to this Agreement in a timely manner and as provided for in this Agreement. The Consultant hereby acknowledges and agrees that the City shall not be required or obligated to pay any invoices submitted to the City by the Consultant more than six (6) months after the expiration or earlier termination of this Agreement and/or be responsible for any costs or expenses incurred by the Consultant for services or work performed pursuant to this Agreement for which

City Invoices or Airport Invoices have not been submitted to the City for payment within six (6) months of the expiration or earlier termination of this Agreement.

5. **FAILURE TO PERFORM**

- A. Every six (6) months the Airport Representative, in consultation with Airport personnel, will complete a "Performance Review" of the work performed by the Consultant.
- B. If the Airport Representative determines at his/her sole discretion that the quality or quantity of any work required to be performed under this Agreement is unacceptable or that the Consultant has failed or refused to perform the work, the City may take reasonable and necessary actions to perform the work or remedy the Consultant's failed or under performance(s). (See Sections 8.C and 8.L.)
- C. All reasonable costs or expenses incurred by the City will be promptly and timely paid or reimbursed by the Consultant as provided for herein. The City may deduct such costs, plus 15 % for administrative costs, from any payments due to the Consultant under this Agreement or the City may invoice the Consultant for such costs which will be due within thirty (30) days of the City's written request.
- D. **The work, if necessary, and any other actions taken by the City pursuant to this subsection may be performed only after first providing at least five (5) working days' notice to Consultant of such failure to comply.** Subsequent to receipt of notice that the City will perform the work or remedy the breach or default, the Consultant must not undertake further performance of such work without the specific prior authorization from the Airport Representative.
- E. During the five (5) days' notice the Consultant may demonstrate to the City why no such alleged failure is present or to timely remedy such alleged failure. However, the City's right to perform such work will not arise, if such failure cannot be reasonably cured within five (5) working days and the Consultant promptly and with due diligence takes prompt and appropriate corrective action and diligently pursues until the failure is corrected to the City's reasonable satisfaction.

6. **EXTRA WORK**

- A. At the written request and direction of the Director, additional Air Service Development Consulting Services, work or modifications, additions, or extras ("Extras") may be required. The fee or charge for Extras will be agreed upon up front in writing on a case by case basis as described herein and in Section 4.A of this Agreement. For all work conducted under this Agreement, the total amount to

be paid to the Consultant must not exceed the total Contract Not-To-Exceed Amount of this Agreement. (See Section 4.D).

- B. Any work not herein specified which may be fairly implied as included in the Agreement, of which the Director will be the sole and absolute judge, will be done by the Consultant without extra charge. The Consultant will do all Extras that may be requested or ordered by the Director in writing. No claim for Extras will be allowed in favor of the Consultant unless such Extras have been ordered in advance by written request of the Director. The Consultant will furnish the Director with itemized bills for all items included under this heading, and such bills may be verified or audited by the City. All bills for Extras done in any month, will be submitted to the Director, in writing, before the 15th day of the following month, and the amounts therein must be in accordance with the daily time, material, and equipment statements duly approved by the Director. As proof of costs, the Consultant will submit copies of itemized invoices received from the Consultant's approved subcontractor(s) which have been previously reviewed and approved by the Consultant. Extras will be paid for on the basis of a fixed amount or rate or charge or any combination thereof to be agreed upon and approved by the Consultant and the Director in writing prior to such Extras being performed. (See Section 4.A).

7. TERM

The term of this Agreement will be for three (3) years beginning on the Commencement Date specified below and ending thirty-six (36) months thereafter unless terminated or cancelled as provided for in Section 30. This Agreement is expressly subject to, and will not become effective or binding on the City until, fully executed by all signatories of the City. The commencement and expiration dates will be as follows:

“Commencement Date”: June 1, 2021 “Expiration Date”: May 31, 2024

8. ADMINISTRATIVE PROCEDURES

- A. Before commencing work under this Agreement, the Consultant will designate, by written notice to the Airport Representative, an experienced, competent and knowledgeable, full-time employee of the Consultant as the Consultant's “**Project Coordinator.**” The Project Coordinator will be fully authorized to act for the Consultant in all matters covered by this Agreement. The Consultant will also furnish all supervisory personnel with copies of these specifications and will make certain that all such personnel understand the Provisions thereof.
- B. When necessary, or as requested by the Airport Representative, the Consultant will make periodic reports and recommendations to the Airport Representative

concerning conditions, transactions, situations or circumstances encountered by the Consultant relating to the services to be performed under this Agreement.

- C. The Consultant's performance must meet the highest standards of care, skill, and diligence provided by professionals who perform services similar to the services required by this Agreement. All work will be executed in the most workman-like, safe and substantial manner. The Consultant will furnish everything necessary to complete and perfect the aforesaid work according to the design and intention, whether particularly specified or which may be inferred from this Agreement and its specifications.
- D. The Consultant will ensure that all equipment and temporary offices and trailers used on the job are conspicuously marked with the Consultant's name and telephone number (if applicable).
- E. The Consultant must clean up the work site each day. This clean-up must include placing material, tools, and equipment in a neat, safe, and orderly arrangement. Equipment must never block access to existing facilities. Rubbish, debris, rubble, and garbage must be properly removed daily and disposed of in accordance with all applicable local, state, and federal laws and regulations. The City and its officers, agents, representatives, or employees are not responsible or liable for, in any way whatsoever, any hazardous condition created by, arising out of, or incidental to the Air Service Development Consulting Services performed by the Consultant or its officers, employees, contractors, representatives, or agents under this Agreement. (See Section 29.)
- F. The Consultant will have on the job at all times, ample equipment to properly and safely carry out the required work including such tools or equipment as may be necessary to meet emergency requirements.
- G. The Consultant will furnish to the Airport Representative a list of all employees (including subcontractor's employees) performing services under this Agreement. (See also Section 31.) The Consultant will maintain and update this list throughout the term of this Agreement. The Consultant will be present at the work site continuously during working hours throughout the progress of the work, either in person, or through his Project Coordinator or supervisory personnel to receive directions and furnish information. Any instructions or directions given to the Project Coordinator or supervisory personnel of the Consultant will be considered the same as given to the Consultant in person.
- H. Consultant, at its cost, will secure all applicable permits and licenses and approvals required or necessary to fulfill the Provisions of this Agreement.
- I. The Consultant if requested, will attend a pre-performance conference prior to commencement of any work under this Agreement. Said conference will be after the date of Agreement execution, and prior to start of the work.

- J. The work under this Agreement may be on an active airport. If so, prior to the start of any work under this Agreement, the Consultant will provide the Airport Representative with a work schedule which will indicate a proposed sequence and time schedule of the work to be accomplished for the Airport Representative's prior written approval. (See Section 5.)
- K. In case of an emergency, the Airport Director, Airport Public Relations Manager, or the Airport Representative, will have authority to order the Consultant to immediately terminate work and clear the area of personnel and equipment. The Consultant will immediately comply to such an order with all possible speed.
- L. The Airport Representative will determine the amount, classifications, acceptability, and fitness of all work to be done, and will decide all questions which may arise related to the proper performance of this Agreement, and his decisions will be final, except as provided for in Section 15.
- M. The City reserves the right to solicit bids and award contracts to other contractors for any modifications or additions to the Air Service Development Consulting Services. The City reserves the right to furnish components, parts, supplies, and materials at its discretion or to perform the required work. (See Section 24.G.)

9. **RULES AND REGULATIONS**

- A. The Consultant will comply with all applicable rules and regulations including, resolutions, plans, operating directives, Airport Certification Manual, and directives promulgated or established by the Airport Authority, the Airport Commission, the Director, or the City, as amended, in performing the required work or services. The Consultant will comply with all statutes, laws, ordinances, orders, judgments, decrees, permits, regulations, environmental plans and programs, environmental permits, directions, and requirements of the City as amended, and all federal, state, city, local and other governmental authorities, now or hereafter applicable, in performing the required work and service.
- B. The Consultant will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and TSA 1500 as amended. Any and all violations by the Consultant or its officers, employees, subcontractors, independent contractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Consultant, or its officers, employees, agents, or representatives, will be the responsibility of the Consultant. City will be reimbursed within ten (10) days of the City's request, for any such fines or penalties imposed on the City.
- C. The Consultant will be responsible for the work of all subcontractors and agents, and all work must be kept under the Consultant's control. A complete list of all

such subcontractors will be submitted to the Airport Representative for his/her prior written approval. (See Section 31.)

- D. The Consultant will not be entitled to any claim for damages or losses whatsoever against the City or its officers, employees, agents, representatives, due to hindrance or delay from any cause whatever in the progress of the work or any portion thereof including without limitation, loss of profits, and actual, consequential, special, or incidental damages.

10.0 RESPONSIBILITIES OF THE CONSULTANT

In the performance of this Agreement, the Consultant shall:

- A. Agree that the Consultant shall comply with all applicable rules and regulations including ordinances, resolutions, plans, operating directives, environmental plans or programs, Airport certification manual, and directives promulgated or established by the Authority, the Airport Commission, the Director, Airport Representative, or the City, as they may be amended from time to time, in performing the work or services contemplated herein or the Provisions of this Agreement. Consultant agrees that the Consultant shall comply with all statutes, laws, ordinances, orders, judgments, decrees, permits, regulations, environmental plans and programs, environmental permits, directions, and requirements of the City and all federal, state, city, local and other governmental authorities, as may be amended from time to time, now or hereafter applicable, in performing the Provisions of this Agreement and the work or services contemplated herein.
- B. Carry out the services as described in the Scope of Work, as ordered, requested, and directed in writing by the Manager.
- C. Not subcontract, assign or otherwise transfer any of the services or work to be performed under this Agreement without the prior written consent of the City, and any failure to do so will be deemed cause for termination of this Agreement. (See Section 31, "Assignment & Subcontracting").
- D. Be responsible for the employment and supervision of its own staff to carry out its obligations under this Agreement and be responsible for the performance and payment of services that it may hire subject to the Provisions of this Agreement in addition to the Consultant's regularly employed staff. (See Section 31).
- E. The Consultant is responsible for the professional quality, technical accuracy, and coordination of information and materials utilized to implement the services provided under this Agreement. The Consultant shall, without any additional compensation, correct or revise errors or deficiencies for which it is responsible in the course of providing its services under this Agreement as determined by the Manager.

- F. Treat all knowledge of the City's intentions, operations or procedures, and business as confidential and regulated under CFR 1520 Sensitive Security Information, and at no time divulge such information without the prior written consent of the Airport Director, unless otherwise required by a court order or subpoena, a copy of which has been presented to the Airport Director. Consultant shall timely inform the City of any such order or subpoena prior to releasing said confidential information. If disclosure of said confidential information is required by court order or subpoena, the Consultant shall timely notify the City in writing at least five (5) business days prior to disclosure so that the City may seek court intervention concerning the potential disclosure of said confidential information.
- G. Provide personal attention to and prompt services for all assignments. The Consultant understands and agrees that the City does not waive any rights or bases for any cause of action by the virtue of its review, approval, acceptance, or payment of any services provided by the Consultant under this Agreement.
- H. Throughout the term of this Agreement, the Consultant shall maintain all licenses, certifications, SIDA Badges and credentials necessary to perform the services contemplated herein in accordance with all applicable federal, state, and local laws, and regulations including, without limitation all applicable rules and regulations of United States Department of Transportation (**USDOT**) as they may be amended from time to time.

11. REPAIR OF DAMAGE

The Consultant will promptly report any property of the City or third parties damaged by Consultant's operations or employees. The Consultant will make no repairs or replacements to City property without the prior written approval of the Airport Director.

12. NOTICE OF LOSS OR CLAIMS

- A. The Consultant will indemnify, defend, and save harmless the City, its officers, employees, and agents from all suits or actions, or losses brought against or suffered by the City, its officers, employees or agents, for or on account of any injuries or damages received or sustained by any party or parties by or from the Consultant, his employees, representative, or agents, in the performance of the work herein specified, or in consequence of any negligence in guarding the same, or any defective materials or equipment used, or by or on account of any act or omission of the said Consultant.
- B. The Consultant will indemnify, defend, and save harmless the City, its officers, employees, representatives, and agents from the payment of any and all claims, demands, damages, or costs arising out of any infringement, or alleged

infringement of intellectual property rights including, without limitation, the use of any patent or patented device, article, system, arrangement, material or process used by the Consultant or its officers, employees, representative, or agent in the execution of this Agreement.

- C. The Consultant shall within seven (7) days of service or demand, provide written notification to the Director of all suits or action or losses arising out of this Agreement.

13. **REPLACEMENT OF PERSONNEL**

Consultant will agree to promptly replace the manager or any employee working under this Agreement should the Airport Director feel and recommend that such should be done for the good of the services being rendered. The Airport Director's decision will be final and binding.

14. **PROHIBITED ACTS**

Consultant will not do or permit to be done any act which:

- A. Will invalidate or be in conflict with any insurance policies covering the Airport or the City, or any part thereof, or upon the contents of any building thereon;
- B. Will increase rates of any insurance, extended coverage or rental insurance on the Airport or the City, or any part thereof, or upon the contents of any building thereon;
- C. In the opinion of the Airport Representative, will constitute a hazardous condition, so as to increase risks normally attendant upon the operations enumerated in this Agreement;
- D. Will constitute a nuisance in or on the Airport or which may result in creation, commission, or maintenance or a nuisance in or on the Airport; or
- E. May interfere with the effectiveness or accessibility of the drainage of any sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses if any, installed or located in or on the Airport.
- F. If by reason of the Consultant's failure to comply with the provisions of this section, any fire insurance, extended coverage or rental insurance rate on the Airport, or any part thereof, or upon the contents of any building thereon will be at any time higher than it otherwise would be, then the Consultant will on demand, pay the City the increase in the cost of insurance premiums paid or payable by the Airport which was charged because of such violation by the

Consultant. For the purpose of this section, "Airport" includes all structures or improvements located thereon.

15. **RIGHT OF REVIEW**

Consultant will have the right to take any decision or direction of the Airport Representative to the Director for his/her review and decision. The decision of the Director will be final and binding. All requests for review must be in writing and within 24 hours of the Airport Representative's decision in dispute, and must set forth clearly the cause for such request of review. No review will be allowed by the Director which has not first been considered by the Airport Representative. (See Section 8.L).

16. **GOVERNING LAW AND FORUM SELECTION**

This Agreement will be made and entered into in the State of Missouri, and Missouri law, the City's charter and ordinances, as they may be amended from time to time, will govern and apply to this Agreement. Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Agreement must be brought only in a federal or state court in The City of St. Louis, Missouri. Consultant and the City hereby admit and consent to the jurisdiction and venue of such courts. The Provisions of this section survive the expiration or early termination of this Agreement.

17. **WAIVERS OF LIEN**

Upon completion of work contemplated herein, and if requested by the City, the Consultant will submit within five (5) business days of the City's request full waivers of lien from every entity involved in the performance of this Agreement. Lien waivers must be submitted on forms and executed in a manner acceptable to the Airport Representative. Consultant will warrant, covenant, represent, stipulate, and agree not to permit any mechanics' or materialmen's liens or any other lien or encumbrance to be attached or foreclosed upon the City's property or any part or parcel thereof, or on the improvements thereon, by reason of any work or labor performed or materials furnished by any mechanic, materialman, Consultant, or any other reason.

18. **FACILITIES PROVIDED BY THE AIRPORT**

City, subject to and in accordance with the Provisions of this Agreement, will provide the right of ingress and egress to all areas herein specified in order for the Consultant to perform the work and services contemplated herein.

19. **PRECAUTIONARY MEASURES**

- A. Consultant will exercise every precaution to prevent injury to persons, damage to property, and inconvenience to the City's travelers, licensees, invitees, airlines operating at the Airport, and other users of the Airport. Consultant will place watchmen, erect barricades and railings, give warnings, display lights, signals, or signs and exercise precautions against fire, or electrocution, and take other precautions as may be necessary, proper, and desirable.
- B. Consultant shall comply with Social Distancing guidelines in effect at such time that are recommended by the CDC in coordination with the Airport Representative.
- C. Any job related task where social distancing is impractical shall be completed with the appropriate level of PPE.
- D. Consultant shall be responsible for developing and implementing plans and procedures to prevent and mitigate the spread of COVID-19 or any other infectious disease within their work area to the maximum extent practical, with approval from the Airport Representative.

20. **STORAGE AND STAGING AREA**

- A. Location of storage and transfer area ("**Transfer Area**") will be assigned by the Airport Representative in writing (if applicable). If assigned, the Transfer Area will be used for storage of the Consultant's equipment and property, and will be maintained by the Consultant at its cost and to the City's standards as provided for in this Agreement. Assignment of the Transfer Area will be based on availability of space.
- B. The Consultant will be responsible for the security of its equipment and will maintain and improve the Transfer Area as directed by the Airport Representative. The Consultant will acknowledge, stipulate, and agree that the City (including its officers, employees, agents or representatives) will not be responsible or liable for any vandalism, theft, casualty, loss, or damages of any kind whatsoever to the Consultant's equipment, containers, compactors, parts, tools, or supplies, or other personal property.
- C. City, subject to and in accordance with the Provisions of this Agreement, will provide the right of ingress and egress to all areas required in the performance of the Consultant's services.

21. **BADGING**

- A. *All* Consultant employees performing work under this Agreement *must* be issued, and *must* maintain, an Airport ID Badge issued by Airport Security Operations. The Airport will not escort Consultant or subcontractor employees.
- B. The Consultant will comply with all applicable federal, state and local governmental laws and regulations and Airport rules and regulations as amended.
- C. The Consultant at its cost will supply to and update as needed for the Airport Police Security Operations Bureau, a list of the Consultant's employees to be issued an Airport ID Badge.
- D. The Consultant will, when directed by the Airport Representative, schedule its employees to be issued an Airport ID Badge and fingerprinted for a criminal history check by the Airport Police Security Operations Bureau. The Consultant will maintain at all times adequate control of said identification badges. All employees issued identification badges will be required to attend the Security Identification Display Area (SIDA) class, and any other security or ID Badge-related training class required by the Airport.
- E. The Consultant will bear the cost of providing new and/or renewal badge for the Consultant's employees working under this Agreement. The cost for initial badging is \$85.00 per employee. This fee includes the cost of the badge, fingerprinting, mandatory Security Threat Assessment, and the SIDA class. Badges must be renewed every 12 months at a cost of \$35.00 per badge. The cost for status change, lost, stolen, or damaged identification badges and any associated training will be the sole responsibility of the Consultant. The replacement cost for a lost badge is \$75.00 for the first badge, \$100.00 for the second badge, and \$175.00 for a third badge. No fourth badge will be issued. Rates for Airport ID Badges are subject to change during the term of this Agreement.
- F. Upon expiration or termination of Agreement or discontinuance of employment of any of the Consultant or subcontractor employees working under this Agreement, all Airport-issued keys and ID Badges shall be immediately surrendered to the Airport Representative or Airport Security Operations.
- G. The Consultant will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and TSA 1542 as amended. Any and all violations by the Consultant or its officers, employees, subcontractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Consultant, or its officers, employees, agents, or representatives, will be the responsibility of the Consultant. The City will be reimbursed within ten (10) days of the City's request, for any such fines or

penalties imposed on the City.

22. **PERFORMANCE & PAYMENT BOND**

- A. At or prior to the execution of this Agreement, the Consultant will immediately execute a Performance Bond and a Payment Bond each in the amount of Five Thousand Dollars (\$5,000.00) with surety satisfactory to the City conditioned on the full and faithful performance of all Provisions of this Agreement to be executed. Affirmation by the Surety Company to execute the Performance Bonds and the Payment Bonds must be executed by Attorney-In-Fact for the surety company before a licensed Notary Public. The Payment Bonds must comply with the coverage requirements and conditions of Section 107.170 RSMo. The City will allow submittal of one year renewable bonds to meet the requirements of this Section 22. The Consultant will notify the City no later than thirty (30) days prior to the termination, cancellation, or non-extension of the Performance Bonds and/or Payment Bonds and if the Consultant's Performance Bonds and/or Payment Bonds are terminated, cancelled, not renewed or extended, the Consultant shall promptly provide the City with a replacement bond(s) in full compliance with this Section 22. Any sum or sums derived from said Performance and/or Payment Bonds will be used for the completion of this Agreement and the payment of laborers and material suppliers, as the case may be.
- B. Copies of the Performance Bonds and the Payment Bonds, in a form acceptable to the City, must be given to the Airport Representative for approval before the work of this Agreement begins.

23. **MISSOURI UNAUTHORIZED ALIENS LAW**

As a condition precedent for the award of this Agreement and prior to performing any work or services under this Agreement, the Consultant, shall, pursuant to the applicable provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended (the "**Missouri Unauthorized Aliens Law**"), by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The Consultant shall also affirm in said affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement pursuant to the Missouri Unauthorized Aliens Law. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as **Exhibit A** entitled "Affidavit". Consultant's failure to comply at all times with the Missouri Unauthorized Aliens Law or the provisions of this Agreement related to the Missouri Unauthorized Aliens Law may result in the termination of this Agreement by the City and/or the City seeking other remedies available to the City at law or in equity. In addition, the State of Missouri may impose penalties or remedies for violations of the Missouri Unauthorized Aliens Law as set forth therein. The Consultant shall promptly and timely deliver to the City a fully executed original of the Affidavit (see Exhibit A) including any required documentation in accordance with the Missouri

Unauthorized Aliens Law prior to performing any work under this Agreement.

24. GENERAL PROVISIONS

- A. The Consultant is, and at all times hereunder, will be and remain an independent Consultant and nothing herein will be interpreted or construed to mean that the Consultant or any of its employees or agents is an employee or agent of the City.
- B. The Consultant will coordinate the services performed under this Agreement with the Airport Representative designated by the Airport Director.
- C. This Agreement will be the entire agreement and no amendment or modification will be made (except as expressly provided for herein) unless in writing and signed by the parties hereto.
- D. The City of St. Louis and the Consultant will agree that this Agreement and all contracts entered into under the Provisions of this Agreement will be binding upon the parties hereto, their legal representatives, successors and assigns of the respective parties hereto. This provision does not constitute a waiver of any conditions regarding the assignment of any conditions regarding the assignment contained in this Agreement. Notwithstanding any other term or provision of this Agreement, the City may assign this Agreement at its sole discretion by providing Notice pursuant to Section 46 herein.
- E. A waiver by either party of the Provisions hereto to be performed, kept, or observed by the other party will not be construed as or operate as, a waiver of any subsequent default or breach of any of the terms, covenants, or conditions of this Agreement. Any waiver by either party must be in writing and signed by the party waiving.
- F. The Consultant will keep and maintain such records and reports as are necessary for the City to determine compliance with the obligations of this Agreement. Such records must be maintained by the Consultant for at least three (3) years after the expiration or termination of this Agreement. The City reserves the right to investigate, audit, and review, upon written request, such records and documents, in order to determine compliance with this Agreement. (See Section 34 entitled "Right To Audit Clause").
- G. Consultant acknowledges, understands, stipulates, and agrees that the City retains the right to receive bids and award contracts on any modifications, deletions, or additions to the Air Service Development Consulting Services contemplated herein. In addition, the City retains the right to furnish materials or supplies at its discretion, or perform for itself, any work contemplated herein. (See Sections 4.C and 8.M herein.)

- H. No alderman, commissioner, director, board member, officer, employee or other agent of the City will be personally liable under or in connection with the Agreement.
- I. Neither party will be deemed in violation of this Agreement, if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of a public enemy, acts of a superior governmental authority, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible and which is not within its control. (See Section 24K).
- J. In the event any Provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such Provision will in no way affect any other Provision, herein contained, provided the invalidity of such Provision does not materially prejudice either party hereto in its respective rights and obligations contained in the valid Provisions of this Agreement.
- K. Time is of the essence in this Agreement. The parties agree that time will be of the essence in the performance of each and every obligation and understanding of this Agreement.
- L. When the authorization, consent, approval, waiver, certification, determination, or any other action (“**Approval**”) of other party is required under the terms of this Agreement, such Approval must be in writing and signed by the party approving. Whenever the Approval of the City or the Director is required, the Approval must be from the Director or his/her authorized or designated representative. In taking such actions, the Director shall act reasonably, and take into consideration the best interest of the City, the Airport, and travel public. The City and Consultant agree that extensions of time for performance may be made by the written mutual consent of the Director, on behalf of the City, and Consultant or its designee. Whenever the Approval of the City, or the Director, or Consultant is required herein, no such Approval shall be unreasonably requested, conditioned, or withheld.
- M. This Agreement will become effective and binding only upon the execution and delivery hereof by the City and Consultant. This Agreement and any companion document or instruments referred to herein, may be executed in any number of counterparts, each of which will be original, but all of which will constitute one document or instrument or instrument, and it will constitute sufficient proof of this Agreement to present any copy, electronic copies or facsimiles signed by the parties hereto.

25. PREVAILING WAGE AND FRINGE BENEFITS

- A. The Contractor warrants, represents, stipulates and agrees that it shall pay to employees and subcontractor’s employees not less than the prevailing hourly rate

of wages and fringe benefits as determined by the United States Secretary of Labor, or his/her authorized representative, in accordance with prevailing rates in the locality of the Metropolitan St. Louis area pursuant to 41 U.S.C. 351 et seq., as amended except for any person engaged in an executive, administrative or professional capacity. This section is subject to and shall be in accordance with City Ordinance No 62124 as codified in Chapter 6.20 of the Revised Code of The City of St. Louis 1990. Annotated as codified in Chapter 6.20 of the Revised Code of The City of St. Louis 1990 Annotated.

- B. Subject to and in accordance with Chapter 6.20.010.A of the Revised Code of The City of St. Louis, such fringe benefits may include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, unemployment benefits, life insurance, disability and sickness insurance, accident insurance, vacation and holiday pay, costs of apprenticeship or other similar programs and other bona fide fringe benefits to be provided by the service contractor and not otherwise required by federal, state or local law. The term "minimum prevailing fringe benefits "may include any contributions of fringe benefits equivalent to the foregoing or differential payments in cash.
- C. Contractor shall keep full and accurate records identifying the names and classification of every service employee employed by them in the performance of this Agreement, together with an accurate record of the number of hours worked by each employee and the actual wages and fringe benefits paid therefor. Said records shall be open to inspection by the Comptroller of the City or his/her authorized representative at any reasonable time and as often as may be necessary and such records must not be destroyed or removed from their customary location for the period of one (1) year following the completion of the work under this Agreement.

26. MEDIA INQUIRIES / ADVERTISING

- A. If contacted by any media entity or other third party ("**Media Entity**") about this Agreement or the services or work performed by the Consultant under this Agreement ("**Airport Project**"), the Consultant will refer the Media Entity to the Airport's Public Relations Manager. This includes, without limitation, trade publications.
- B. Consultant acknowledges and agrees that any printed articles, press releases, web articles, social media communications or case studies about an Airport Project must be approved in writing by the Airport's Public Relations Manager prior to being made public by the Consultant. Consultant will have no right to use the trademarks, symbols, logos, trade names or the name of the City or the Airport, either directly or indirectly, in connection with any production, promotional

service, publication or advertising without the prior written consent of the Airport's Public Relations Manager.

- C. Consultant will treat all knowledge of the City's intentions, operations or procedures, and business as confidential and at no time divulge such information without the prior written consent of the Director, unless otherwise required by a court order or subpoena. Consultant will timely inform the City of any such order or subpoena prior to releasing said confidential information.
- D. Advertisements discussing an Airport Project must be approved by the Airport's Public Relations Manager in writing prior to publication or must include a prominent disclaimer that neither the City nor the Airport necessarily endorses the Consultant's work.
- E. Any quotes or testimonials from City or Airport staff may not be used unless pre-approved in writing by the Airport's Public Relations Manager.
- F. Photos taken by Consultant of Airport Projects must be pre-approved in writing by the Airport's Public Relations Manager. Consultant acknowledges and understands that some photos may contain security-sensitive information and publication may violate federal laws or regulations or Airport security rules or procedures.
- G. The Airport's Public Relations office must be given at least three (3) business days' notice to review request and materials. The Airport's Public Relations office coordinates media, web, postings, printed materials, advertisements and other public communication about Airport Projects. Public Relations main number is: 314-426-8125.

27. CUSTOMER SERVICE

Consultant, on behalf of itself and all subcontractors, acknowledges that customer service to the traveling public is a primary concern for the City and that customer service is the shared responsibility of all employees and service providers at the Airport, no matter their role or function. Consultant agrees that all of its employees performing service at the Airport pursuant to this Agreement shall:

- A. Demonstrate excellent customer service at all times when in contact with users of the Airport.
- B. Act in a courteous and helpful manner at all times with travelers, fellow employees, and all other users of the Airport, including but not limited to, appropriate greetings and assistance to travelers, if and when applicable.

- C. Help ensure that travelers have a positive Airport experience and at all times, behave in a businesslike and professional manner while on Airport property.
- D. Speak English, unless otherwise necessary to accommodate customers; refrain from using foul or inappropriate language in public areas; smile and use a pleasant tone of voice when conversing with travelers and all other Airport users; be actively working while on duty and refrain from gathering and “chatting” in groups while on duty, unless necessary; refrain from the use of non-business cell phones while on duty; refrain from napping or sleeping in public areas.
- E. Not utilize public seating, boarding areas, gate areas or lounge areas within the terminals and concourses. The above areas are intended for use by the traveling public and not as rest or lounge facilities for Consultant’s employees.

28. **INSPECTIONS**

- A. The Airport Representative will at all times have free access to the work, as well as the equipment, and shops of the Consultant for the purpose of determining Consultant’s compliance with the Provisions of this Agreement. The Airport Representative may perform periodic inspections of the work as outlined in the Agreement, to determine that services performed by the Consultant meet with required standards and the Consultant will be required to timely and promptly make any improvements as required by the Airport Representative at no additional charge to the City (See Sections 2 & 8).

29. **INSURANCE AND INDEMNIFICATION**

- A. The Consultant, at its expense, at all times during the term hereof, will cause St. Louis County, the City, and its Board of Alderman and their respective officers, agents and employees and the Consultant to be insured **on an occurrence basis** against all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities or omissions of the Consultant, its officers, agents, employees, contractors, subcontractors, licensees, invitees, representatives, and independent contractors pursuant to this Agreement under the following types of coverage:
 - 1. Comprehensive General Liability;
 - 2. Comprehensive Automobile Liability (any vehicles, including owned, hired and non-owned).
- B. **The minimum limits of coverage for the above classes of insurance must equal a single limit of Two Million Dollars (\$2,000,000.00) comprised of such primary and excess policies of insurance as the Consultant finds it feasible to**

purchase during the term of this Agreement and will name St. Louis County, the City, and its Board of Alderman and their respective officers, agents (the "CITY" as used in this Section) by endorsement as an "Additional Insured." Prior to execution of this Agreement, Consultant will provide certificates of said insurance and all endorsements required pursuant to this Agreement to the Airport Representative in form and content satisfactory to the City. In addition, the Consultant will also mail or fax a copy of the Certificate of Insurance and all required endorsements to:

St. Louis Airport Police Department
P.O. Box 10212, Lambert Station
St. Louis, Missouri 63145
Attn: Sharon Wilson, Bureau of Security Operations
Phone: 314-426-8002
Fax: 314-890-1325

- C. Such liability insurance coverage must also extend to damage, destruction and injury to CITY owned or leased property and CITY personnel, and caused by or resulting from work, acts, operations, or omissions of Consultant, its officers, agents, employees, contractors, subcontractors, licensees, invitees, representatives, and independent contractors and, contractual liability insurance sufficient to cover Consultant's indemnity obligations hereunder. The CITY will have no liability for any premiums charged for such coverage, and the inclusion of the CITY as an Additional Insured is not intended to, and does not make the CITY a partner or joint venturer with Consultant in its operations hereunder. Each such insurance policy must, by endorsement, provide primary coverage to the CITY when any policy issued to the CITY provides duplicate or similar coverage and in such circumstances, the CITY's policy will be excess over Consultant's policy.
- D. The Consultant will protect, defend, and hold St. Louis County, the City, and its Board of Alderman and their respective officers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, and 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 attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and the use or occupancy of the City's premises and the acts or omissions of Consultant's officers, agents, employees, contractors, subcontractors, licensees, invitees, or independent contractors regardless of where the injury, death, or damage may occur, unless and to the extent such injury, death or damage is caused by the negligence of the City. The Director or his/her designee will give to Consultant reasonable notice of any such claims or actions. The Consultant will also use counsel reasonably acceptable to the City Counselor of the City or his/her designee, after consultation with the Director or his/her designee, in

carrying out its obligations hereunder. The Provisions of this section survive the expiration or early termination of this Agreement.

- E. The Consultant will maintain Workers' Compensation and Employers Liability Insurance at least at the statutory requirement and in accordance with Missouri laws and regulations. Consultant will require that all of its subcontractors or licensees similarly provide such coverage. The City, its officers, employees, or agents will not be liable or responsible for any claims or actions occasioned by Consultant's failure to comply with the Provisions of this subsection. The indemnification Provisions of this Agreement apply to this subsection. It is expressly agreed that the employees of the Consultant are not employees of the City for any purpose, and that employees of the City are not employees of the Consultant.

30. CANCELLATION

- A. The City retains the right to cancel this Agreement immediately upon written notice to Consultant if:
 - 1. Consultant fails to properly keep any Provision of this Agreement; or,
 - 2. The quality of service falls below the specified standards as determined by the City; or,
 - 3. Consultant fails or refuses to render the amount of service required.
- B. Consultant has the right to cancel this Agreement if:
 - 1. The City fails to keep, perform, or observe any material Provision of this Agreement for a period of ninety (90) days after written notice by Consultant specifying the material breach by the City;
 - a. Failure to keep, perform, or observe any material Provision of this Agreement will not give rise to Consultant's right to terminate this Agreement if the material breach can be cured but cannot, with due diligence, be cured within ninety (90) days', if the City institutes corrective action within ninety (90) days' and diligently pursued until the material breach is corrected.
- C. Consultant retains the right to cancel this Agreement without cause upon one hundred twenty (120) days written notice to the City. There will be no liability to Consultant and such a cancellation will be a no-fault cancellation.

- D. The City retains the right to cancel this Agreement without cause upon thirty (30) days' written notice to Consultant. There will be no liability to the City and such a cancellation will be a no-fault cancellation.
- E. Notwithstanding anything to the contrary herein, it is expressly understood by the parties that this Agreement will terminate immediately upon the failure of budgetary appropriations with no resulting liability to the City.
- F. Upon cancellation, termination, or the expiration of this Agreement, or if requested in writing by the Airport Representative, all tools, parts, equipment, supplies, materials, maps, plans and specifications, manuals, schedules, records, files, logs, work product, or property paid for, supplied or owned by the City will be returned to the City by Consultant within one (1) business day.

31. ASSIGNMENT AND SUBCONTRACTING

- A. Consultant will not assign or transfer this Agreement without the prior written approval of the City, as provided for in Ordinance 63687 approved in 1996. At least ninety (90) days prior to any assignment of this Agreement, Consultant will submit a written request to the City along with a copy of the proposed assignment agreement. The City reserves the right to refuse without cause or justification, such requests. No assignment will be made or will be effective unless Consultant is not in default on any of the other Provisions of this Agreement. The party to whom such assignment is made will expressly assume in writing the Provisions of this Agreement. The parties to this Agreement understand and agree that the Consultant is and will remain responsible for the performance of its assigns under this Agreement. No assignment will be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved assignment agreement as provided for above.
- B. Consultant will not subcontract or transfer any part of the services or work to be performed hereunder without the prior written approval of the Director of Airports. At least sixty (60) days prior to any subcontracting of service or work or the transfer of any part of the services or work to be performed hereunder, Consultant will submit a written request to the Director of Airports. This request must include a copy of the proposed subcontract or agreement. The City reserves the right to refuse without cause or justification, such requests. At a minimum, any sub-contractor agreement must expressly require strict compliance with the Provisions of this Agreement. The Consultant will furnish all authorized subcontractors or agents a copy of this Agreement. The parties understand and agree that the Consultant is responsible for the performance of its subcontractors or agents under this Agreement. No subcontract or any other agreement will be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved subcontract or agreement as provided for above.

- C. Any such assignment or transfer or subcontracting of services without the consent of the City, as provided for in this Section 3, will constitute default on the part of the Consultant under this Agreement. No action or failure to act on the part of any officer, agent, or employee of the City will constitute a waiver by the City of this Provision.
- D. Notwithstanding any other term or provision in this Agreement, the City may assign this Agreement at its sole discretion by providing Notice to Consultant as described above.
- E. The City has approved the following M/WBE subcontractors for participation under this Agreement at the percentage participation goals as set out below:

Added Dimension, LLC	MBE	25%
AHC Consulting, LLC	WBE	5%

32. AFFIRMATIVE ACTION PROGRAM AND NON-DISCRIMINATION

- A. Consultant agrees during performance under this Agreement, that discrimination will not be permitted against any employee, worker, or applicant for employment because of race, creed, color, religion, sex, age, disability, national ancestry or origin.
- B. Consultant agrees during performance under this Agreement, that all printed or circulated solicitations, or other advertisement or publication for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive meaningful consideration for employment without regard to race, creed, color, religion, sex, age, disability, national origin or ancestry.
- C. Consultant agrees during performance under this Agreement, that should it be determined by the Consultant or City that Consultant will be unable to conform to the approved positive employment program, submitted to determine eligibility under the Fair Employment Division Practices Provisions of the City Code, will notify the Fair Employment Division of the St. Louis Council on Human Relations within ten days as to the steps to be taken by the Consultant to achieve the provisions of this program.
- D. Consultant will permit reasonable access by the City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.
- E. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this Agreement, or to furnish information or permit records and

accounts to be inspected, within twenty days from the date requested, this Agreement may be canceled, terminated, or suspended in whole or part and Consultant may be declared ineligible for further City contracts for a period of one year, by the option of the City; provided further in the event the contract is canceled, terminated, or suspended for failure to comply with fair employment practices, the Consultant will have no claim for any damages against the City.

- F. Consultant further agrees that these clauses (A through E) on discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Consultant in all contracts or agreements entered into with suppliers of materials or services, Consultants and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.
- G. Whenever the Consultant is sued or threatened with litigation by a subcontractor, vendor, individual, group or association, as a result of compliance with the clauses (A through F) of these provisions relating to fair employment practices, such Consultant will notify the City Counselor in writing of such suit or threatened suit within ten days.
- H. Consultant will comply with all applicable nondiscriminatory requirements that may be imposed pursuant to the Federal Aviation Act of 1958, as amended; Title VI of the Civil Rights Act of 1964, as amended; 49 C.F.R. Parts 21, 23, and 26, as said regulations may be amended; and state and local laws.

33. **MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE MBE/WBE) PARTICIPATION**

A. **Definitions:**

As used in this requirement, "Minority Business Enterprise" or "MBE" and "Women Business Enterprise" or "WBE" are defined as follows:

- 1. **"Minority Business Enterprise" or "MBE"** means a minority business enterprise as defined in Ordinance 70767.
- 2. **"Women Business Enterprise" or "WBE"** means a women's business enterprise as defined in Ordinance 70767.

B. **Policy:**

It is the policy of the City of St. Louis Airport Authority to ensure the maximum utilization of minority and women's business enterprises in contracting and the provision of goods and services to the City, its departments, agencies and authorized representative and to all entities receiving City funds or City-administered government funds while at the same time maintaining the quality of

goods and services provided to the City and its sub-recipients through the competitive bidding or procurement process. The provisions of this Policy apply to all contracts awarded by the City, its departments and agencies and to all recipients of City funds or City-administered government funds and will be liberally construed for the accomplishments of its policies and purposes.

C. M/WBE Goals and Incentive Credits:

1. A goal of 25% MBE and 5% WBE utilization has been established in connection with this Agreement. This goal is based on the original Agreement amount and remains in effect throughout the term of the Agreement. If an award of this Agreement is made and the MBE/WBE participation is less than this Agreement goal, the Consultant must continue good faith efforts throughout the term of this Agreement to increase MBE/WBE participation and to meet this Agreement goal.

Please note: Consultants certified as either an MBE or WBE must still fill both goals. In addition, Consultants certified as both an MBE and a WBE can only fulfill either the MBE goal or the WBE goal, not both goals.

2. A 15% M/WBE incentive credit shall be applied to the evaluation of professional service prime consultant who are currently certified MBE - African American, Hispanic American, Asian American, Native American and WBE-Women owned Business Enterprises. In order to qualify for the incentive credit, the M/WBE prime must include a copy of the current M/WBE certification letter indicating the M/WBE has been certified by the Airport or the M/WBE remains eligible to participate in the M/WBE certification program.

D. Obligation:

1. The Consultant agrees to take all reasonable steps to ensure that MBEs/WBEs have maximum opportunity to participate in contracts and subcontracts financed by the City of St. Louis Airport Authority provided under this Agreement. The Consultant will not discriminate on the basis of race, color, national origin, or sex in the award or in the performance of contracts financed by the City of St. Louis Airport Authority.
2. A current Directory of M/W/BE firms certified by the City of St. Louis is available online at www.flystl.com/bdd.

E. Good Faith Efforts Requirement:

1. The quality, quantity and intensity of the Proposer's good faith efforts will be evaluated by the City. A Proposer must make sufficient good faith

efforts to meet the 25% MBE and 5% WBE goal. The Proposer can meet this requirement in either of two ways. First, the Proposer can meet the goal, documenting commitments for participation by M/WBE firms. Second, even if the Proposer doesn't meet the 25% MBE and 5% WBE goals, the Proposer can document adequate good faith efforts. This means that if the M/WBE goals are not met that the Proposer must show that it took all necessary and reasonable steps to achieve the M/WBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient 25% MBE and 5% WBE participation, even if they were not fully successful. If the M/WBE goals are not met, the Proposer must demonstrate and document those efforts by submitting the "Good Faith Efforts Report Form" attached hereto as Attachment 3 with the proposal. Additionally, when the M/WBE goals cannot be met, the Proposer must also include a statement as to why the goals could not be met. (See Proposer's Checklist Item 9). Examples of good faith efforts are but not limited to the following:

- a. Efforts made to select portions of the work proposed to be performed by M/WBEs in order to increase the likelihood of achieving the stated goal, including, where appropriate, but not limited to, breaking down contracts into economically feasible units to facilitate M/WBE participation. Selection of portions of work are required to at least equal the goal for M/WBE utilization specified in the contract.
- b. Written notification at least fourteen (14) days prior to the opening of proposals, soliciting individual M/WBEs interested in participation in the contract as a subcontractor, regular dealer, manufacturer, consultant, or service agency and for what specific items or type of work.
- c. Written notification to disadvantaged economic development assistance agencies and organizations which provide assistance in recruitment and placement of M/WBEs, of the type of work, supplies, or services being considered for M/WBEs on this contract.
- d. Efforts made to negotiate with M/WBEs for specific items of work including evidence on:
 - i. The names, addresses, telephone numbers of M/WBEs who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the M/WBEs to determine with certainty

whether the M/WBE is interested. Personal or phone contacts are expected.

- ii. A description of the information provided the M/WBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed.
 - iii. A statement of why additional agreements with M/WBEs were not reached, and
 - iv. Documentation of each M/WBE contacted but rejected and the reasons for the rejection
- e. Absence of any agreements between the consultant and the M/WBE in which M/WBE promises not to provide subcontracting quotations to other Proposers.
 - f. Efforts made to assist the M/WBEs that need assistance in obtaining bonding, insurance, or lines of credit required by the consultant.
 - g. Documentation that qualified M/WBEs are not available, or not interested.
 - h. Attendance at any meeting scheduled by the user department, or the SLDC to encourage better consultant-subcontractor relationships, forthcoming M/WBE utilization opportunities (i.e. pre-bid, workshops, seminars), etc.
 - i. Advertisement, in general circulation media, trade association publications, disadvantaged-focused media, of interest in utilizing M/WBEs and area of interest.
 - j. Efforts to effectively use the services of available disadvantaged community organizations; disadvantaged contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of M/WBEs.
2. Examples of actions not acceptable as reasons for failure to meet the M/WBE goal.
- a. M/WBE unable to provide performance or payment bonds or both.
 - b. Rejection of reasonable bid based on price.

- c. M/WBE would not agree to perform items of work at the unit bid price.
 - d. Union versus nonunion status.
 - e. Consultant normally would perform all or most of the work of the contract.
 - f. Solicitation by mail only.
 - g. Restricting to only those general group of items which may be listed in bids under such headings "Items Subcontractible to M/WBE firms."
3. The demonstration of good faith efforts by the consultant must prove the Consultant actively and aggressively sought out M/WBEs to participate in the project.
 4. The information provided will be evaluated to determine if the low Proposer is responsive. All the information provided must be accurate and complete in every detail. The apparent low Proposer's attainment of the M/WBE goal or demonstration of good faith effort will assist in determining the award of the contract.

F. Eligibility:

Consultant should access the online directory at www.flystl.com/bdd to obtain a list of eligible MBEs/WBEs certified by the City of St. Louis and to verify the eligibility of the MBE/WBE firms it intends to utilize in this Agreement.

G. Counting MBE/WBE Participation toward Goals:

1. MBE/WBE participation towards the attainment of the goals will be credited on the basis of the total subcontract prices agreed to between the Consultant and subcontractors for the contract items being sublet as reflected on the "MBE/WBE Utilization Plan" attached hereto as Attachment 2 and incorporated herein. Proposer must complete and submit with its proposal the **Preliminary** MBE/WBE Utilization Plan (See Proposers Checklist, Item 8). Firms must be certified prior to the proposal opening in order to be used to fulfill the participation goals. **NOTE: The successful proposer awarded the contract is required to submit the Final MBE/WBE Utilization Plan. This form must be completed in its entirety and submitted to the City after fee/scope negotiations have been completed.**

2. In addition, the Proposer must also submit the “Notice of Intent to Perform as a Subcontractor or Material Supplier Form,” attached hereto as Attachment 4 and incorporated herein. (See Proposer’s Checklist, Item 12.).
 - a. Contractors should be aware that supplies and materials procured from certified suppliers, manufacturers and brokers are defined and counted toward M/WBE goals as follows:
 - i. A ***Supplier or Regular Dealer*** is defined as a firm that owns, operates or maintains a store, warehouse, equipment or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, and regularly sold or leased to the public in the usual course of business. ***Suppliers or Regular Dealers count at 60% of their cost/expenditure towards M/WBE goals.***
 - ii. A ***Manufacturer*** is defined as a firm that operates or maintains a factory, apparatus, or establishment that produces, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications. ***Manufacturers count at 100% of their cost/expenditure towards M/WBE goals.***
 - iii. ***Brokers*** are defined as brokers or other persons who arrange or expedite transactions are not regular dealers, with respect to materials or supplies purchased from an M/WBE which is neither a manufacturer nor a regular dealer. Brokers entire commissions and fees charged for assistance in the procurement of the materials and supplies, or fess or transportation charges for the delivery of materials or supplies required on a job site count towards M/WBE goals provided the fees are determined by the City to be reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials or supplies themselves do not count toward M/WBE goals.
 - iv. M/WBE trucking firms expenditures may count at 100% toward M/WBE goals. The M/WBE trucker must manage and supervise the trucking operations with its own employees and use equipment owned and/or leased by the

M/WBE. No credit will be counted for the purchase or sale of material hauled unless the M/WBE trucker is also a certified M/WBE supplier. No credit will be counted unless the M/WBE trucker is an approved subcontractor.

If the M/WBE trucker plans to supplement its trucking operations with additional trucking firms it must seek prior approval perform the start of the operation from the City.

If the M/WBE trucker leases trucks from a non-M/WBE trucking firm only the fees and/or commissions will count toward goal attainment.

H. Post Award Compliance:

If the contract is awarded on less than full MBE/WBE goal participation, such award will not relieve the Consultant of the responsibility to continue good faith efforts to maximize participation of MBEs/WBEs during the term of this Agreement.

I. Substitution of MBE/WBE Firms after Award:

1. The Consultant will conform to the scheduled MBE/WBE participation goal. When a listed MBE/WBE is unwilling or unable to perform the items of work or supply the goods or services specified in the MBE/WBE Utilization Plan, the Consultant will immediately notify the contracting department and City of St. Louis Airport Authority Business Diversity Development (BDD) office prior to replacement of the firm.
2. Substitutions of MBE/WBE must be approved in writing by the Director. See Section 31. Substitutions of MBE/WBE will be allowed only when the MBE/WBE has failed to perform due to a default (material breach) of its subcontract or agreement. Consultant will not cancel or terminate its agreement with the MBE/WBE without cause and will timely forward supporting documentation substantiating the cause of the default or termination to the Director for review.

J. Record Keeping Requirements:

The Consultant shall keep such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for the City of St. Louis Airport Authority to determine compliance with the MBE/WBE contract obligations. The City of St. Louis Airport Authority reserves the right to investigate, monitor and review actions, statements, and documents submitted by any contractor, subcontractor, or MBE/WBE.

K. Reporting Requirement:

1. The Consultant shall utilize the St. Louis Lambert International Airport Certification and Compliance Diversity Compliance Management System web based program made available at <https://flystl.diversitycompliance.com/>. The Consultant shall log into the system utilizing their assigned username and password and request to add each subcontractor scheduled to perform work on the Agreement. BDD will confer with the department/agency before approving the firm to be added to the contract. The Consultant shall upload a copy of each M/WBEs fully executed contract to provide services when requesting to add M/WBEs to the contract.
2. The Consultant must submit monthly reports on MBE/WBE involvement to the City of St. Louis Airport Authority Business Diversity Development Office via the BDD online reporting system. Actual payments to MBEs/WBEs will be verified. The Consultant shall ensure its subcontractors are also submitting monthly reports on MBE/WBE participation via the BDD online reporting System.
 - a. Liquidated Damages. The Consultant hereby agrees and stipulates that their or their subcontractor(s)'s failure to comply with the MBE/WBE reporting requirements could result in an administrative or financial burden or both to the City. Therefore, the Consultant agrees and stipulates that the Director, on behalf of the City, may elect to implement liquidated damages after written notice to the Consultant for failure to report. The stated liquidated damages in this sub-section are cumulative over the term of this Agreement and are in addition to any other remedies City may have under this Agreement or at law or in equity:
 - b. The first failure to report violation will result in a warning letter;
 - c. The second failure to report violation will require Consultant to pay liquidated damages to the City not to exceed \$25.00 for each week past due;
 - d. The third failure to report violation will require Consultant to pay liquidated damages to the City not to exceed \$50.00 for each week past due; and
 - e. The fourth failure to report violation will require Consultant to pay liquidated damages to the City not to exceed \$75.00 for each week past due.

- i. Payment of Liquidated Damages. All liquidated damages will be deducted by the City's next payment schedule. If there is no future payment(s), the Consultant will make the liquidated damage payment to the City within thirty (30) days' written notice of the violation.
- ii. Notice. For any failure to report a violation specified in this section with associated liquidated damages, the City will provide written notice. Including liquidated damages due and payable to the City

L. Applicability of Provisions to MBE/WBE Contractors:

These provisions are applicable to all contractors or consultants including MBE/WBE contractors. If the MBE/WBE contractor or consultant intends to sublet any portion of this Agreement, the MBE/WBE contractor or consultant shall comply with provisions regarding consultant and sub-consultant relationships.

M. Liquidated damages for Failure to Perform a Good Faith Effort:

1. Contractor acknowledges, stipulates and agrees that the Contractor's failure to meet the City's M/WBE goals and/or show a good faith effort has been performed may result in liquidated damages being assessed in an amount not to exceed the M/WBE shortfall, which is the difference between the M/WBE goals set in this Agreement and the amounts actually paid to M/WBE contractors.
 - a. The City shall periodically evaluate the Consultant's Compliance with the M/WBE goals and determine whether the Consultant has performed and is performing in accordance with the terms of this Agreement. If the Consultant has failed to perform as required in herein, then the City may impose liquidated damages as provided herein to be withheld from any amounts due and owed the Consultant, such liquidated damage withheld must be authorized by the City Compliance Officer and the Director of Airports. Such liquidated damages should be assessed prior to the expiration of this Agreement (generally not sooner than six (6) months prior to the expiration date of this Agreement). If there is no future payment(s) to be made, the Consultant will make the liquidated damage payment to the City within thirty (30) days' written notice of the violation.

34. RIGHT TO AUDIT CLAUSE

- A. The Contractor's "**records**" must be open to inspection and subject to audit and reproduction during normal working hours and kept within the greater St. Louis metropolitan area. A City representative may perform such audits or an outside representative engaged by the City. The City or its designee may conduct such audits or inspections throughout the term of this Agreement, and for a period of three years after the early termination or the expiration of this Agreement or longer if required by law. Contractor may maintain such records at its corporate office but must make true, accurate, and complete and auditable records available at the Airport upon 15 days' notice.
- B. The Consultant's "**records**" as referred to in this Agreement include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, communities, arrangements, notes, daily diaries superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by this Agreement. Such records subject to audit also include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. Such records include (hard copy, as well as computer readable data if reasonably available), written policies and procedures; time sheets; payroll registers; cancelled checks; original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Consultant records which may have a bearing on matters of interest to the City in connection with the Consultant's work for the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation of:
1. Consultant's compliance with the Provisions of this Agreement or the performance of the services contemplated herein; or
 2. Compliance with provisions for pricing, change orders, invoices or claims submitted by the Consultant or any of its payees or subcontractors, if any.

35. LIVING WAGE

- A. Living Wage Compliance Provisions: Any work ordered by the City under this Agreement is subject to the St. Louis Living Wage Ordinance Number 65597 (the "**Ordinance**") and the "**Regulations**" associated therewith, as may be amended from time to time, both of which are incorporated herein by this reference. The

Ordinance and Regulations require the following compliance measures, and Consultant hereby warrants, represents, stipulates, and agrees to strictly comply with these measures beginning on the Commencement Date of this Agreement:

1. **Minimum Compensation:** Consultant hereby agrees to pay an initial hourly wage to each employee performing services related to this Agreement in an amount no less than the amount stated on the attached Living Wage Bulletin (See **Exhibit B**) which is attached hereto and incorporated herein. The initial rate will be adjusted each year no later than April 1, and Consultant hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Living Wage Bulletin at the time the Living Wage Bulletin is issued.
2. **Notification:** Consultant shall provide the Living Wage Bulletin together with the “Notice of Coverage” to all employees in English, Spanish, and any other languages spoken by a significant number of the Consultant’s employees within thirty (30) days of the effective date of this Agreement for existing employees and within thirty (30) days of employment for new employees.
3. **Posting:** Consultant shall post the Living Wage Bulletin, together with a “Notice of Coverage”, in English, Spanish, and any other languages spoken by a significant number of the Consultant’s employees, in a prominent place in a communal area of each worksite covered by this Agreement.
4. **Subcontractors:** Consultant hereby agrees to require Subcontractors, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subcontractors. Consultant shall include these Living Wage Compliance Provisions in any contract with such Subcontractors.
5. **Term of Compliance:** Beginning on the effective date of this Agreement, Contactor hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for as long as work related to this Agreement is being performed by Consultant’s employees, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such work is performed.
6. **Reporting:** Consultant shall provide the Annual Reports and attachments required by the Ordinance and Regulations.
7. **Penalties:** Consultant acknowledges and agrees that failure to comply with any provision of the Ordinance or Regulations may result in penalties specified in the Ordinance and Regulations, which penalties may include, without limitation, suspension or termination of this

Agreement, forfeiture and/or repayment of City funds, disbarment, and/or the payment of liquidated damages, as provided in the Ordinance and Regulations.

8. **Acknowledgements:** Consultant acknowledges receipt of a copy of the Ordinance and Regulations.

36. **CIVIL RIGHTS GENERAL PROVISIONS**

- A. The Consultant agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person will, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
- B. The provisions bind the Consultant and sub tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

37. **CIVIL RIGHTS AND NON-DISCRIMINATION PROVISIONS**

- A. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees as follows:
 1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as amended, which are herein incorporated by reference and made a part of this Agreement.
 2. **Non-discrimination:** The Consultant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** If a Consultant fails to comply with this Section, the City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Consultant under this Agreement until the Consultant complies; and
 - b. Cancelling, terminating, or suspending this Agreement, in whole or in part.
 6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.
- B. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38; (See also 49 CFR Part 27 and 28 CFR parts 35 and 36):
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-

discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); or
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

38. FEDERAL FAIR LABOR STANDARDS ACT PROVISION

- A. All contracts and subcontracts that result from this solicitation must incorporate by reference the provisions of 29 CFR Sect. 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.
- B. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

39. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All Contracts and subcontracts that result from this solicitation must incorporate by reference the requirements of 29 CFR Section 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and its subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

40. **SEISMIC SAFETY**

When applicable, the Consultant agrees to ensure that all work performed under this Agreement, including work performed by its subcontractor(s), conforms to a building code standard that provides a level of seismic safety and substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (“NEHRP”). Local building codes that model their code after the current version of the International Building Code meet the NEHRP equivalency level for seismic safety.

41. **DISTRACTED DRIVING**

The City encourages the Contactor to promote policies and initiatives for its employees and other work personnel that decrease accidents caused by distracted drivers, including policies that ban text messaging while driving. The Consultant must include the substance of this section in all sub contracts that involve driving a motor vehicle in performance of the work associated with this Agreement.

42. **CLEAN AIR AND WATER POLLUTION CONTROL**

Consultant agrees to comply with all applicable standards, Executive Orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. Sec. 740-7671q) and the Federal Water Pollution Act as amended (33 U.S.C. Sec. 1251-1387). The Consultant agrees to report any violation to the City immediately upon discovery. The City assumes responsibility for notifying the Environmental Protection Agency and the Federal Aviation Administration.

43. **PURCHASE OF EQUIPMENT**

Any and all equipment and materials including without limitation, computer equipment and software purchased by the Consultant on behalf of the City in conjunction with this Agreement shall become the property of the City upon payment by the City. All such purchases of equipment and materials must be authorized in writing by the City. Consultant shall maintain a list describing all such equipment, software, and materials and provide the Airport Representative with an up to date copy of the list at least annually and/or as requested by the Airport Representative (See Section 3.B).

44. **CONFLICT OF INTEREST**

A. The Consultant warrants, represents, and agrees that the Consultant, and its Airport Directors, officers, employees, agents, representatives, and affiliates (hereinafter referred to in this section as “**Consultant**”) shall not have any role or engage in any consulting services or any other activity relating directly or

indirectly with a City project for which the Consultant is presently performing or has previously performed work or services under this Agreement or any previous agreement for marketing advisory services with the City. As used in this section the word “**affiliates**” includes any corporation, association, firm, partnership, proprietorship, or other business entity of any kind or character in which the Consultant, and its Airport Directors, officers, employees, representatives, or agents has any ownership interest in, or is a Airport Director, officer, or employee of. Further, it shall be the Consultant’s sole responsibility to identify and disclose in writing to the City (prior to performing any work or services under this contract) any City project under this Agreement or any previous agreement for marketing advisory services with the City in which the Consultant presently has or previously had a role or involvement in.

- B. The Consultant warrants, represents, and agrees that given the nature of the work and services to be performed by the Consultant hereunder (i.e., Marketing Advisory Services), Consultant shall not engage in or perform any work or services under this Agreement which may conflict with or appear to conflict with the interest of the City. Consultant warrants, represents, and agrees to avoid situations in which Consultant’s interest may conflict with or even appear to conflict with the interest of the City. Consultant shall, promptly upon discovery, advise the City in writing of any such conflict of interest or the appearance of a conflict of interest. Any dispute between the City and Consultant as to whether a conflict of interest or the appearance of a conflict of interest exists, shall be resolved by the City and its sole decision shall be final and conclusive.
- C. Consultant acknowledges and agrees that all materials, files, applications, reports, documents, manuals, records, logs, specifications, data, surveys, analyses, drawings, estimates, maps, and other related work products (“**Work Product**”), whether transmitted orally, in writing, or electronically provided by the City or produced by the Consultant under this Agreement, are confidential and shall remain the property of the City. (See Section 30.E) Such Work Product shall be returned promptly within three (3) working days of the City’s request, to the City at the early termination or expiration of this Agreement or when requested by the Airport Representative. Further, Consultant warrants, represents, and agrees that the Consultant shall not publish, distribute, or otherwise disclose, or permit to be disclosed or published any such Work Product without first notifying the City and securing the City’s written consent.
- D. For the breach or default of the terms, covenants, conditions, or warranties of this section, the City shall have the right to immediately terminate this Agreement for cause upon written notice and shall have all rights and remedies available at law or in equity. Consultant acknowledges and agrees that the Provisions of this section shall survive the early termination or expiration of this Agreement.

45. **ANTI-DISCRIMINATION AGAINST ISRAEL ACT**

As a condition precedent for the award of this Agreement and prior to performing any work or services under this Agreement, the Contractor, shall, pursuant to the applicable provisions of Section 34.600 of the Revised Statutes of Missouri 2000, as amended (the “**Anti-Discrimination Against Israel Act**”), by sworn affidavit, affirm it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business with the State of Israel. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as **Exhibit D** entitled “Affidavit”. Contractor’s failure to comply at all times with the Anti-Discrimination Against Israel Act or the provisions of this Agreement related to the Anti-Discrimination Against Israel Act may result in the termination of this Agreement by the City and/or the City seeking other remedies available to the City at law or in equity. The Contractor shall promptly and timely deliver to the City a fully executed original of the Affidavit (see **Exhibit D** including any required documentation in accordance with the Anti-Discrimination Against Israel Act prior to performing any work under this Agreement.

46. **NOTICE PROVISION**

Except as herein otherwise expressly provided, all notices required to be given to the City hereunder must be in writing and must be delivered personally or be sent by certified mail return receipt requested, or overnight courier to:

Rhonda Hamm Niebruegge
Airport Director
St. Louis Airport Authority
P.O. Box 10212
St. Louis, MO 63145

With a copy to:

Brian Kinsey
St. Louis Airport Authority
P.O. Box 10212
St. Louis, MO 63145

And a copy to:

Robert Salarano
St. Louis Airport Authority
P.O. Box 10212
St. Louis, MO 63145

All notices, demands, and requests by the City to the Consultant must be sent to:

Project Coordinator
Informa Princeton LLC
dba Airport Strategy and Marketing LTD (ASM)
1983 Marcus Avenue
Suite 250
Lake Success, New York 11042

The City or Consultant may designate in writing from time to time any changes in addresses or any addresses of substitutes or supplementary persons in connection with said notices. The effective date of service of any such notice shall be deemed received at the earlier of actual receipt or the dates such notice is mailed to the Consultant or the Airport Director.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals as set forth below:

**INFORMA PRINCETON, LLC DBA
AIRPORT STRATEGY AND MARKETING LTD**

ATTEST:

BY: [Signature] 4/28/2021
Date

BY: [Signature] 4/28/2021
Date

**THE CITY OF ST. LOUIS, MISSOURI, OWNER AND OPERATOR OF
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT:**

The foregoing Agreement was approved on this 5th day of May, 2021,
by the Airport Commission.

BY: [Signature] 5/5/21
Director of Airports Date

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its
meeting on May 19, 2021.

BY: [Signature] 05/19/2021
Secretary Date
Board of Estimate & Apportionment

APPROVED AS TO FORM BY:

COUNTERSIGNED BY:

[Signature] 5-6-2021
City Counselor Date

[Signature] 7/15/21
Comptroller Date

ATTESTED TO BY:

[Signature] 07/22/2021
Register Date

Exhibit A

Missouri Unauthorized Aliens Law Affidavit

STATE OF Tennessee)
)SS.
COUNTY OF Davidson)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared Martin Kammerman (Name of Affiant) who, by me being duly sworn, deposed as follows:

My name is Martin Kammerman (Name of Affiant), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

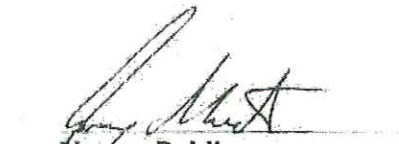
I am the Director of Air Service Strategy (Position/Title) of Informa Princeton, LLC (Consultant).

I have the legal authority to make the following assertions:

1. Informa Princeton, LLC (Consultant) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with St. Louis Lambert International Airport Air Service Development Consulting Services (the "Agreement"), as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, Informa Princeton, LLC (Consultant) does not knowingly employ any person who is an unauthorized alien in connection with the Agreement.


Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 20 day of January, 2021.


Notary Public

My Commission Expires: 03/08/2021



Exhibit B
Living Wage Bulletin

ST. LOUIS LIVING WAGE ORDINANCE
LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2021

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance (“Ordinance”) and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$13.73** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **\$18.27** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$4.54** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of APRIL 1, 2021. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <http://www.flystl.com/bdd> or obtained from:

City Compliance Official
c/o St. Louis Airport Authority
St. Louis, Missouri
(314) 426-8111

Exhibit C
Reimbursable Expenses

REIMBURSABLE EXPENSES

Reimbursable Expenses as authorized by the City of St. Louis are actual expenditures, which are reasonable and necessary and are incurred by the Consultant in the interest of the performance of this Agreement and are subject to the terms, covenants, and conditions of this Agreement including, without limitation, the Contract Not-To-Exceed Amount of this Agreement. The following expenses shall be reimbursable:

1. Local travel at the prevailing IRS rate per mile, including parking fees and tolls.
2. Travel (Note 1, below).
3. Equipment, maintenance, and supplies (Note 2, below).
4. Office Supplies on site, specific to job performance.
5. Express mail, postage, messenger service.
6. Photography, videos, and presentation materials.
7. Reproduction expenses (i.e., Xerox, printing, etc.)
8. Auxiliary Services (see Section 22.0, entitled "Assignment & Subcontracting")
9. Purchase of Advertising in various media, as approved in advance in writing by the Airport Representative.
10. Other items as approved in advance in writing by the Airport Representative.

Note 1:

Travel into and outside the area must be authorized in writing by the City. Expenses for such travel shall be limited as follows:

Vehicle rental costs will be allowed only if Consultant can demonstrate that such rental afforded a reasonable method of travel, taking into consideration the element of time, location, purpose, etc., or if instructed to rent a vehicle by the Airport Representative. Use of such vehicle for personal travel shall not be included.

Airfare costs will be allowed only if Consultant can demonstrate that such costs afforded the most reasonable method of travel, taking into consideration the element of time, location, purpose, etc., or if instructed to travel by air by the Airport Representative.

Hotel accommodation costs will be limited to a reasonable amount taking into consideration the element of time, location, purpose, etc., or if instructed by the Airport Representative to use a certain hotel property.

Travel time for all meetings will be recognized as billable time and eligible for reimbursement from the City of St. Louis.

Under no circumstances shall the Consultant bill more than 8 hours per individual per calendar day.

Personal telephone expenses, non-business entertainment and other personal expenses shall not be included in invoices and are not Reimbursable Expenses.

Note 2:

All equipment purchases including without limitation, computer hardware and software purchases shall be pre-authorized by the City in writing. These expenditures may include maintenance and related supplies. (See Section 43.0, entitled "Purchase of Equipment").

Note 3:

Attorney fees and Accountant fees (as needed for finance interpretations) incurred by Consultant for the benefit of the Project must be approved in advance and in writing by the City. Consultant understands and agrees that such attorney fees shall not include any attorney fees incurred in connection with any loss, liability, claim, or dispute whatsoever arising out of or incident to this Agreement or the performance of this Agreement between the parties hereto and/or their officers, employees, consultants, contractors, invitees, agents, or representatives.

Exhibit D

Anti-Discrimination Against Israel Act Affidavit

STATE OF Tennessee)
) SS
COUNTY OF Davidson)

AFFIDAVIT OF COMPLIANCE WITH ANTI-DISCRIMINATION AGAINST ISRAEL ACT
(Effective 8-28-2020) (Contracts in excess of \$100,000.00/Companies 10 employees or more)

Before me, the undersigned Notary Public, personally appeared

Martin Kammerman (Name)

who, by me being duly sworn, deposed as follows:

My name is Martin Kammerman (Name), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the Director of Air Service Strategy (Position/Title) of Informa Princeton, LLC (Company) of

St. Louis.

I have the legal authority to make the following assertion:

Pursuant to RSMo. § 34.600, Informa Princeton, LLC (Company) of St. Louis is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

[Signature]
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this

20 day of Jan., 2021.

[Signature]
Notary Public



My Commission Expires: 03/08/2021