

**FIRST ADDENDUM TO THE SFB FOR
LINDBERGH TUNNEL CLEANING SERVICES
AT ST. LOUIS LAMBERT INTERNATIONAL AIRPORT**

February 7, 2023

Dear Prospective Bidders:

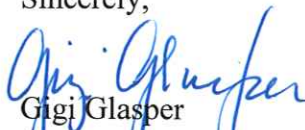
Attached is the “**First Addendum**” to the Solicitation For Bids for **Lindbergh Tunnel Cleaning Services** at St. Louis Lambert International Airport dated January 12, 2023 (“**First Addendum**”). This First Addendum is being issued to:

- a. Provide Bidders a copy of the current agreement for Lindbergh Tunnel Cleaning Services, attached hereto and incorporated herein as Attachment 1 to this First Addendum.
- b. Respond to Bidders questions.

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

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

Sincerely,



Gigi Glasper
Contract Supervisor

Questions and Responses

- Q1:** If a bidder is not using subcontractors or suppliers, can they meet the M/WBE requirements themselves?
- A1:** If a bidder is certified as an MBE and a WBE, the bidder can only fulfill one of the requirements, not both. If there are special circumstances which the bidder feels might affect that decision, the bidder should contact the Business Diversity Development (BDD) Office for guidance and clarification. The BDD Office can be reached at 314-426-8111.
- Q2:** Can the Airport supply a copy of the current contract pricing?
- A2:** Yes. See Attachment 1 of this First Addendum.
- Q3:** Please clarify, is it correct that the tunnel cleaning must be completed in 2 business days?
- A3:** Yes.
- Q4:** Can the bidders submit bids via email?
- A4:** Yes. See Appendix A, Section 32 of the SFB for details.
- Q5:** Who is responsible for providing traffic control equipment and setting up the lane closures?
- A5:** The Contractor is responsible for providing all traffic control equipment and setting up and removing all lane closures.
- Q6:** Does the Contractor need to be Missouri Department of Transportation (MoDOT) certified in traffic control services in order to provide traffic control equipment and set up and remove all lane closures?
- A6:** Yes. If the Contractor is not certified by MoDOT to provide traffic control services, the Contractor will need to subcontract this work out to a company that is certified by MoDOT to provide traffic control services.
- Q7:** Will the City accept 2020 and 2021 financial statements to fulfill the requirement?
- A7:** Yes.

Attachment 1

Current Agreement for Lindbergh Tunnel Cleaning Services



CITY OF ST. LOUIS
SERVICE AGREEMENT FOR
LINDBERGH TUNNEL CLEANING SERVICES
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

CONTRACT NO.: 75530

CONTRACT NOT-TO-EXCEED AMOUNT: \$93,000.00

CONTRACTOR: Deep Kleen & Maintenance, LLC
268 Wynstay Avenue
Valley Park, Missouri 63088

FEDERAL I.D. 26 - 4121971

ESTIMATED ANNUAL ENCUMBRANCES:

FY 2021	\$ 30,000.00
FY 2022	\$ 31,000.00
FY 2023	\$ 32,000.00

CONTRACT AUTHORIZED BY:	ORDINANCE NO.	70963
	BUDGET ACCOUNT:	5638

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
ST. LOUIS, MISSOURI

CITY OF ST. LOUIS
SERVICE AGREEMENT FOR
LINDBERGH TUNNEL CLEANING SERVICES
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

This Agreement, made and entered into this 4th day of August, 2020 ("**Agreement**"), by and between the City of St. Louis, a municipal corporation of the State of Missouri (the "**City**") and Deep Kleen & Maintenance, LLC. ("**Contractor**").

WITNESSETH THAT:

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

WHEREAS, City seeks to contract with the Contractor for Lindbergh Tunnel Cleaning 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 Contractor 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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Missouri Unauthorized Aliens Law Affidavit 43

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

APPENDIX "A"

**TECHNICAL SPECIFICATIONS
(LINDBERGH TUNNEL CLEANING SERVICES)**

1. DEFINITIONS

The following terms and definitions are used in this Agreement:

- A. **"Agreement"** means this Agreement between The City of St. Louis and Deep Kleen & Maintenance, LLC.
- B. **"Airport"** means the property owned by The City at St. Louis Lambert International Airport.
- C. **"Airport Representative"** means the Airport Construction & Maintenance Manager and his/her authorized or designated representative.
- D. **"City"** means The City of St. Louis, owner and operator of St. Louis Lambert International Airport.
- E. **"Commencement Date"** means the date the term of the Agreement begins which is July 1, 2020 as provided for in Appendix A, Section 4.
- F. **"Contractor"** means Deep Kleen & Maintenance, LLC.
- G. **"Contract Year"** 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.
- H. **"Days"** means consecutive calendar days unless otherwise expressly stated.
- I. **"Director"** means the Director of Airports of The City of St. Louis or his/her authorized representatives or designated representative.
- J. **"Expiration Date"** means the date the term of the Agreement ends which is June 30, 2023 as provided for in Appendix A, Section 4.

- K. “**Extras**” means additional service work or modifications, additions, or extras ordered in writing by the Director, as more fully described in Appendix A, Section 3.
- L. “**Holiday**” means New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
- M. “**Provision(s)**” means the terms, covenants, warranties, conditions, or provisions of this Agreement.

2. SCOPE OF WORK

Contractor agrees that the Contractor shall perform the following work or services subject to and in accordance with the Provisions of the Agreement:

- A. Once per year, in the month of September, the walls of the Lindbergh Tunnel will be cleaned with an approved tunnel cleaning compound.
 - a. The tunnel cleaning compound will contain a blend of mild citric acid and surfactants that perform by breaking the bond of oily substances without emulsifying agents.
 - b. The tunnel cleaning compound must be environmentally acceptable for disposal into the tunnel drain system.
 - c. The tunnel cleaning compound must be placed on the walls using a pressure washer with a pressure of 3,000 pounds per square inch (psi), and be used to brighten and clean the existing concrete.
 - d. The use of the tunnel cleaning compound must be in accordance with manufacturer’s recommendations.
 - e. Safety Data Sheets (SDS) for the approved tunnel cleaning compound must be provided to the Airport Representative for his/her review and written approval prior to the use of the tunnel cleaning compound.
- B. **The cleaning of the Lindbergh Tunnel must be performed with the utmost care. Special care should be given to the cleaning of the signage, the fire cabinets, and the painted areas around the fire cabinets and the delinear strips and painted floors around the three (3) emergency doors. The Contractor must not spray water directly onto any tunnel lighting or tunnel telephones. Prior to any cleaning the Contractor must cover all Carbon Dioxide (CO₂) sensors. After each cleaning, the Contractor must remove all covers from all CO₂ sensors. The Airport Representative will be onsite to observe the annual cleaning to ensure no damage occurs to the Lindbergh Tunnel, it components or systems.**
- C. The Contractor must notify the Airport Representative in writing at least three (3) weeks prior to the annual cleaning to allow the Airport

Representative time to coordinate the necessary lane closures and detour routes with the Missouri Department of Transportation (MODOT).

- D. Cleaning of the Lindbergh Tunnel will require traffic control and lane closures. The Contractor is responsible for all expenses associated with traffic control and lane closures. All traffic control and lane closures must strictly adhere to MODOT regulations.
- E. All lane closures and work under this Agreement will be scheduled for five (5) consecutive nights (Monday – Friday) and be performed during the hours of 7:00pm and 5:00am.

3. **EXTRA WORK**

- A. At the written request and direction of the Director, additional Lindbergh Tunnel Cleaning Services work, or modifications, additions, or extras (“Extras”) may be required. The fee or charge for Extras will be agreed upon in advance in writing on a case-by-case basis. See Appendix A, Section 8.A. For all work conducted under the Agreement, the total amount to be paid to the Contractor must not exceed the total Contract Not-To-Exceed Amount of the Agreement. See Appendix A, Section 8.E.
- B. Any work not specified in the Agreement that may be fairly implied as included in the Agreement will be done by the Contractor without extra charge. The Director will be the sole judge.
 - 1. The Contractor will do all Extras that may be requested or ordered in writing by the Director. No claim for Extras will be allowed unless such Extras have been ordered in advance by written request of the Director.
 - 2. The Contractor 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.
 - 3. 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 approved by the Director.
 - 4. As proof of costs, the Contractor must submit copies of itemized invoices received from the Contractor’s approved subcontractor(s) which have been previously reviewed and approved by the Contractor.
 - 5. Extras will be paid for based on of a fixed amount, rate, charge, or any combination thereof agreed upon and approved by the Contractor and the

Director in writing prior to such Extras being performed. See Appendix A, Section 8.A.

4. **TERM**

The term of the Agreement will be for thirty-six (36) months beginning on the Commencement Date specified below and ending 36 months thereafter unless terminated or cancelled as provided for in Appendix B, Section 2. The 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 are as follows:

“Commencement Date”: July 1, 2020 “Expiration Date”: June 30, 2023

5. **ADMINISTRATIVE PROCEDURES**

- A. Before commencing work under this Agreement, the Contractor will designate, by written notice to the Airport Representative, an experienced, competent and knowledgeable, full-time employee of the Contractor as the Contractor's “**Project Coordinator**.” The Project Coordinator will be fully authorized to act for the Contractor in all matters covered by this Agreement. The Contractor 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 Contractor will make periodic reports and recommendations to the Airport Representative concerning conditions, transactions, situations or circumstances encountered by the Contractor relating to the services performed under this Agreement.
- C. The Contractor'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 Contractor 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 the Agreement and its specifications. Work which should properly be performed by skilled laborers, will not be attempted by common laborers.
- D. The Contractor will ensure that all equipment and temporary offices and trailers used on the job are conspicuously marked with the Contractor's name and telephone number (if applicable).
- E. The Contractor 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 Lindbergh Tunnel Cleaning Services performed by the Contractor or its officers, employees, contractors, representatives, or agents under the Agreement. (See Appendix B, Section 1 entitled "Insurance and Indemnification")

- F. The Contractor will furnish, and have on the job at all times, ample equipment properly and safely carry out the required work including such tools or equipment as may be necessary to meet emergency requirements.
- G. The Contractor will furnish to the Airport Representative a list of all employees (including subcontractor's employees) performing services under this Agreement. (See also Appendix B, Section 3.) The Contractor will maintain and update this list throughout the term of the Agreement. The Contractor 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 Contractor will be considered the same as given to the Contractor in person.
- H. Contractor, at its cost, will secure all applicable permits and licenses and approvals required or necessary to fulfill the Provisions of this Agreement.
- I. The Contractor 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 to be performed under this Agreement is on an active Airport. Therefore, prior to the start of any work under this Agreement, the Contractor 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 Appendix A, Section 2.
- K. In case of an emergency, the Airport Representative will have authority to order the Contractor to immediately terminate work and clear the area of personnel and equipment. The Contractor 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 their decisions will be final, except as provided for in Appendix A, Section 10.
- M. The City reserves the right to solicit bids and award contracts to other contractors for any modifications or additions to the Lindbergh Tunnel Cleaning Services.

The City reserves the right to furnish components, parts, supplies, and materials at its discretion or to perform the required work. (See Appendix A, Sections 8.C. and 22.G.)

6. RULES AND REGULATIONS

- A. The Contractor will comply with all applicable rules and regulations including, resolutions, plans, operating directives, Airport Certification Manual (ACM), and directives promulgated or established by the Airport Authority, the Airport Commission, the Director, or the City, as amended in performing the work or services contemplated herein or the Provisions of this Agreement. The Contractor 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 in addition to those from federal, state, city, local and other governmental authorities, now or hereafter applicable, in performing the Provisions of this Agreement and the work or services contemplated herein.
- B. The Contractor will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and TSA 1500 as amended. Any and all violations by the Contractor 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 Contractor, or its officers, employees, agents, or representatives, will be the responsibility of the Contractor. City will be reimbursed within ten (10) days of the City's request, for any such fines or penalties imposed on the City. (See Appendix A, Section 18 entitled "Badging".)
- C. The Contractor will be responsible for the work of all subcontractors and agents, and all work must be kept under the Contractor's control. A complete list of all such subcontractors will be submitted to the Airport Representative for their prior written approval. (See Appendix B, Section 3.)
- D. The Contractor 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.

7. REPAIR OF DAMAGE

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

- B. The Contractor is responsible for the repair of any and all damages resulting from its activities while working on-site, including damages caused by incorrect cleaning techniques. If the Contractor is not able or otherwise fails to make such required repairs, the Airport will have the right to accomplish these repairs, and deduct the costs from the Contractor's next scheduled payment.
- C. In all instances where any property and/or equipment is damaged by Contractor employees, a full report, including pictures of the incident and extent of such damage, will be submitted in writing to the Airport Representative within 24 hours of the occurrence.
- D. The Contractor is responsible for taking the action necessary to protect Airport issued supplies, materials, and equipment from loss, damage, or theft.

8. PAYMENTS

- A. The Contractor shall submit an invoice and supporting documentation to the Airport Representative each month for services completed in the immediately preceding month for work or services performed under this Agreement at the rates, changes, and amounts outlined in the attached Appendix C. Invoices will be submitted to the Airport Accounting Department at:

AirportAccountsPayable@flystl.com (preferred) or
 St. Louis Lambert International Airport
 Accounts Payable
 P. O. Box 10036
 St. Louis, MO 63145
 Contact Phone Number: (314) 426-1303

- 1. The invoice must include:
 - a. Contract Number;
 - b. Ordinance Numbers;
 - c. Date of Service;
 - d. Services Performed;
 - e. Labor Hours [time spent performing repairs]; and
 - k. Invoice Amount

For Extras authorized in writing by the Director, the Contractor will invoice the City at the rates, charges, and amounts as authorized in writing by the Director as set out in Appendix A, Section 3. All payments are contingent upon the appropriations of sufficient funds by the City annually.

- B. Acceptance by Contractor of the final payment will constitute payment in full for all work done.

- C. This Agreement will not create a debt, liability, or obligation of any kind whatsoever on the City for the City to order or request any particular amount of work or services. (See also Appendix A, Sections 5.M and 22.G.)
- D. The Contractor will submit invoices for the services and work performed pursuant to this Agreement in a timely manner and as provided for in this Agreement. The City will not be required or obligated to pay any invoice submitted to the City by the Contractor more than six (6) months after the expiration or earlier termination of this Agreement or be responsible for any costs or expenses incurred by the Contractor for services or work performed pursuant to this Agreement for which invoices have not been submitted to the City for payment within six (6) months of the expiration or earlier termination of this Agreement.
- E. The total Contract Not-To Exceed Amount of this Agreement is \$94,000.00.

9. **NOTICE OF LOSS OR CLAIMS**

- A. The Contractor 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 Contractor, its 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 Contractor.
- B. The Contractor 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 Contractor or its officers, employees, representative, or agent in the execution of this Agreement.
- C. The Contractor will provide written notification to the Director of all suits or action or losses arising out of this Agreement within seven (7) days of service or demand.

10. **REPLACEMENT OF PERSONNEL**

Contractor will promptly replace the manager or any employee working under the Agreement should the Airport Director believe 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.

11. PROHIBITED ACTS

- A. Contractor will not do or permit to be done any act which:
1. 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;
 2. 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;
 3. Will constitute, in the opinion of the Airport Representative, a hazardous condition, so as to increase risks normally attendant upon the operations enumerated in this Agreement;
 4. Will constitute a nuisance in or on the Airport or which may result in creation, commission, or maintenance of a nuisance in or on the Airport; or;
 5. 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.
- B. If by reason of the Contractor's failure to comply with the Provisions of this Section 11, 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 Contractor 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 Contractor. For the purpose of this section, "Airport" includes all structures or improvements located thereon.

12. RIGHT OF REVIEW

Contractor may request that the Director review any decision or direction of the Airport Representative. The decision of the Director will be final and binding. All requests for review must be in writing and within twenty-four (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 Appendix A, Section 5.L.)

13. **GOVERNING LAW AND FORUM SELECTION**

This Agreement is entered into in the State of Missouri, and Missouri law, the City's charter and ordinances, as amended, 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 in only a federal or state court in The City of St. Louis, Missouri. Contractor and the City consent to the jurisdiction and venue of such courts. The Provisions of this section survive the expiration or early termination of this Agreement.

14. **WAIVERS OF LIEN**

Upon completion of all work, and if requested by the City, the Contractor 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. Contractor will not 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, contractor, or any other reason.

15. **FACILITIES PROVIDED BY THE AIRPORT**

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

16. **PRECAUTIONARY MEASURES**

Contractor 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. Contractor will without limiting the generality hereof, place watchmen, erect such barricades and railings, give such warnings, display such lights, signals, or signs and exercise such precautions against fire, or electrocution, and take other precautions as may be necessary, proper, and desirable.

17. **STORAGE AND STAGING AREA**

- A. The Airport Representative will assign a storage and transfer area ("Transfer Area") in writing (if applicable). If assigned, the Transfer Area will be used for

storage of the Contractor's equipment and property, and will be maintained by the Contractor 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 Contractor will be responsible for the security of its equipment and will maintain and improve the Transfer Area as directed by the Airport Representative. 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 Contractor's equipment, containers, compactors, parts, tools, or supplies, or other personal property.
- C. City will provide the right of ingress and egress to all areas required in the performance of the Contractor's services.

18. **BADGING**

- A. *All Contractor employees must be issued an Airport ID Badge by Airport Security Operations to perform work under this Agreement. The Contractor will schedule with the Airport Security Operations Bureau to have each employee fingerprinted for a criminal history records check. The Contractor 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 taught by the Airport Police, and other computer-based classes required by the Airport. The Contractor will bear the cost of providing new and/or renewal badges for the Contractor's employees working under this Agreement. The cost for a new badge is \$85.00 per employee and includes the cost of the badge, background check, fingerprinting, SIDA class and computer-based classes. Airport ID Badges must be renewed every 12 months. The cost to renew a badge is \$35.00 per employee and includes the cost of the badge and required computer-based classes. The cost for status change, lost, stolen, or damaged identification badges and any associated required training will be the sole responsibility of the Contractor.*
- B. Contractor employees assigned to work in or need access to the U.S. Customs and Border Protection area must have a "Customs Seal" affixed to their Airport ID Badge. As part of the badging process, the Contractor will be responsible for ensuring all employees requiring this access submit the appropriate Customs and Border Protection paperwork. For information concerning Badging visit: <https://stlairportal.flystl.com/security-operations>
- C. The Contractor will comply with all applicable federal, state and local governmental laws and regulations and Airport rules and regulations as may be amended from time to time. (See Appendix A, Section 6.A)

- D. The Contractor at its cost will supply to and update as needed for the Airport Police Security Operations Bureau, a list of the Contractor's employees to be issued an Airport Employee Badge.
- E. The Contractor will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and TSA 1542 as they may be amended from time to time. Any and all violations by the Contractor or its officers, employees, subcontractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Contractor, or its officers, employees, agents, or representatives, will be the responsibility of the Contractor. The City will be reimbursed within ten (10) days of the City's request, for any such fines or penalties imposed on the City (See Appendix A, Section 6.B.)
- F. Due to the amount of time needed to complete the badging process, it is recommended that the Contractor begin the process at least thirty (30) days prior to the Commencement Date.

19. UNIFORMS

- A. Contractor, at its costs, will provide uniforms for all employees and personnel performing work under this Agreement. Such uniforms are to bear the company's name and be approved by the Airport Representative in writing.
- B. Contractor employees and personnel performing work outside of this Agreement, but on Airport property for Airport airlines, tenants or partners, must wear different colored uniforms, bearing the company's name, approved by the Airport Representative.

20. PERFORMANCE & PAYMENT BOND

- A. At or prior to the execution of the Agreement, the Contractor will execute a Performance Bond and a Payment Bond each in the amount of Seventy-Five Thousand Dollars (\$75,000.00) with surety satisfactory to the City conditioned on the full and faithful performance of all Provisions of the 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 20. The Contractor will notify the City no later than thirty (30) days prior to the termination, cancellation, or non-extension of the Performance Bonds or Payment Bonds. If the Contractor's Performance Bonds or Payment Bonds are terminated, cancelled, not renewed or extended, the Contractor shall promptly provide the City with a replacement bond(s) in full compliance with this Section 20.

Any sum or sums derived from said Performance or Payment Bonds will be used for the completion of the Agreement and the payment of laborers and material suppliers.

- 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 the Agreement begins.

21. 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 Contractor, 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 Contractor shall also affirm in the 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 as **Exhibit A** entitled “Affidavit”. Contractor’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 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 Contractor 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.

22. GENERAL PROVISIONS

- A. The Contractor is, and at all times hereunder, will be and remain an independent contractor and nothing herein will be interpreted or construed to mean that the Contractor or any of its employees or agents is an employee or agent of the City.
- B. The Contractor 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 Contractor agree that this Agreement and all contracts entered into under the Provisions of this Agreement will be binding upon the parties hereto and their successors and permitted assigns.
- E. A waiver by one party of any the Provision(s) to be performed by the other party will not waive any subsequent default or breach of any of the Provisions of the Agreement. Any waiver by either party must be in writing and signed by the party waiving.
- F. The Contractor will keep and maintain such records and reports necessary for the City to determine compliance with this Agreement. Records must be maintained by the Contractor 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, to determine compliance with this Agreement. (See Appendix B, Section 6 entitled "Right To Audit Clause").
- G. The City retains the right to receive bids and award contracts on any modifications, deletions, or additions to the Lindbergh Tunnel Cleaning Services. In addition, the City retains the right to furnish materials or supplies at its discretion, perform for itself, any work contemplated herein, or obtain other contractors to perform any work contemplated herein. (See Appendix A, Sections 5.M and 8.C.)
- H. No alder-person, 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 in violation of this Agreement, if it is prevented from performing any of the obligations 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 22.K below.)
- J. If 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. 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 Contractor agree that extensions of time for performance may be made by the written mutual consent of the Director, on behalf of the City, and Contractor or its designee. Whenever the Approval of the City, or the Director, or Contractor is required herein, no such Approval shall be unreasonably requested, conditioned, or withheld.

23. **PREVAILING WAGE AND FRINGE BENEFITS**

The Contractor agrees that all employees and subcontractor's employees performing any work under and subject to the Provisions of this Agreement at the Airport will be paid 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 23 is subject to and is in accordance with City Ordinance No. 62124.

24. **MEDIA INQUIRIES / ADVERTISING**

- A. If contacted by any media entity or other third party ("**Media Entity**") about the Agreement or the services performed by the Contractor under this Agreement ("**Airport Project**"), the Contractor will refer the Media Entity to the Airport's Public Relations Manager. This includes, without limitation, trade publications.
- B. 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 Contractor. Contractor 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. Contractor 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. Contractor 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 Contractor'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 Contractor of Airport Projects must be pre-approved in writing by the Airport's Public Relations Manager. Contractor 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.

25. CUSTOMER SERVICE

Contractor, 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. Contractor agrees that all of its employees performing service at the Airport pursuant to this Agreement will:

- 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. 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 Contractor's employees.

26. INSPECTIONS

- A. The Airport Representative will at all times have free access to Contractor's worksites, equipment, and shops to determine Contractor's compliance with the Provisions of the Agreement. The Airport Representative may perform periodic inspections of the work as outlined in the Agreement to determine if Contractor's services meet required standards. Contractor will be required to timely and promptly make any improvements required by the Airport Representative at no additional charge to the City. (See Appendix A, Sections 2 and 5.)

27. FAILURE TO PERFORM

- A. 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 Contractor has failed or refused to perform the work, the City may take reasonable and necessary actions to perform the work or remedy the Contractor's failed or under performance(s). (See Appendix A, Sections 5.C and 5.L entitled "Administrative Procedures").
- B. All reasonable costs or expenses incurred by the City will be promptly and timely paid or reimbursed by the Contractor as provided for herein. The City may deduct such costs, plus 15 % for administrative costs, from any payments due to the Contractor under the Agreement or the City may invoice the Contractor for such costs which will be due within thirty (30) days of the City's written request.
- C. **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 Contractor of such failure to comply.** Subsequent to receipt of notice that the City will perform the work or remedy the breach or default, the Contractor must not undertake further performance of such work without the specific prior authorization from the Airport Representative.
- D. During the five (5) days' notice the Contractor 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 Contractor 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. Also see Appendix B, Section 2.

CITY OF ST. LOUIS
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

APPENDIX "B"

GENERAL SPECIFICATIONS
(LINDBERGH TUNNEL CLEANING SERVICES)

1. INSURANCE AND INDEMNIFICATION

- A. The Contractor, at its expense, at all times during the term hereof, will cause St. Louis County, the City and its Board of Aldermen, the Airport Commission, and their respective officers, agents and employees, and the Contractor 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 Contractor, 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 Three Million Dollars (\$3,000,000.00) comprised of such primary and excess policies of insurance as the Contractor finds it feasible to purchase during the term of this Agreement** and will cause St. Louis County, the City and its Board of Aldermen, the Airport Commission, and their respective officers, agents and employees (the "CITY" as used in this Section) by endorsement as an "Additional Insured". Prior to execution of this Agreement, Contractor will provide certificates of insurance and all endorsements required pursuant to this Agreement to the Airport Representative in form and content satisfactory to the City. In addition, the Contractor 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 Contractor, its officers, agents, employees, contractors, subcontractors, licensees, invitees, representatives, and independent contractors and, contractual liability insurance sufficient to cover Contractor's indemnity obligations. 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 Contractor in its operations in this Agreement. 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 Contractor's policy.

- D. The Contractor will protect, defend, and hold the St. Louis County, the City and its Board of Aldermen, the Airport Commission, 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 Contractor'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 Contractor reasonable notice of any such claims or actions. The Contractor 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 under this Agreement. The Provisions of this section survive the expiration or early termination of this Agreement.
- E. The Contractor will maintain Workers' Compensation and Employers Liability Insurance at least at the statutory requirement and in accordance with Missouri laws and regulations. Contractor 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 Contractor'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 Contractor are not employees of the City for any purpose, and that employees of the City are not employees of the Contractor.

2. CANCELLATION

- A. The City retains the right to cancel this Agreement immediately upon written notice to Contractor, if:

1. Contractor 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. Contractor fails or refuses to render the amount of service required.
- B. Contractor 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 Contractor 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 Contractor'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. Contractor 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 Contractor 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 Contractor. There will be no liability to the City and such a cancellation will be a no-fault cancellation.
- E. Notwithstanding anything to the contrary, 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 Contractor within one (1) business day.

3. ASSIGNMENT AND SUBCONTRACTING

- A. Contractor 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 contemplated assignment of this Agreement, Contractor 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 Contractor 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 Contractor is and will remain responsible for the performance of its assigns under this Agreement unless otherwise agreed to in writing by the City. 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. Contractor 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 contemplated subcontracting of service or work or the transfer of any part of the services or work to be performed hereunder, Contractor 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 subcontractor agreement must expressly require strict compliance with the Provisions of this Agreement. The Contractor will furnish all authorized subcontractors or agents a copy of this Agreement. The parties understand and agree that the Contractor 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 above, will constitute default on the part of the Contractor 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. The City has approved the following M/W/DBE subcontractors for participation under this Agreement at the percentage participation goals as set out below:

Regents Maintenance & Supply	MBE	3.25%
ATK Safety Supply, Inc.	WBE	28.6%

- E. Notwithstanding any other term or provision in this Agreement, the City may assign this Agreement at its sole discretion by providing Notice to Contractor as described above.

4. **AFFIRMATIVE ACTION PROGRAM AND NON-DISCRIMINATION**

- A. Contractor 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. Contractor 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 Contractor, 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. Contractor agrees during performance under this Agreement, that should it be determined by the Contractor or City that Contractor 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 (10) days as to the steps to be taken by the Contractor to achieve the provisions of this program.
- D. Contractor 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. If the Contractor fails to comply with the nondiscrimination clauses of this Agreement, or fails to furnish information or permit records and accounts to be inspected, within twenty (20) days from the date requested, the Airport may cancel, terminate, or suspend this Agreement, in whole or part. Further, the Airport may declare the Contractor ineligible for further City contracts for a period of one year, at the City's option. If the contract is canceled, terminated, or suspended for failure to comply with fair employment practices, the Contractor will have no claim for any damages against the City.
- F. Contractor further agrees that Section 5.A through 5.E will be incorporated by Contractor in all contracts or agreements entered into with suppliers of materials or services, contractors 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. If the Contractor is sued or threatened with litigation by a subcontractor, vendor, individual, group or association, as a result of compliance with Sections 5.A through 5.E such contractor will notify the City Counselor in writing of such suit or threatened suit within ten (10) days.

- H. The Contractor must submit evidence from the City's Civil Rights Enforcement Agency (**CREA**) stating that Contractor has complied with the City's requirements for an affirmative action program as required by the Mayor's Executive Order on Equal Opportunity in Employment.
- I. Contractor 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, and state and local laws.

5. **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 the Mayor's Executive Order #28, as amended.
2. **"Women Business Enterprise" or "WBE"** means a women's business enterprise as defined the Mayor's Executive Order #28, as amended.

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 subrecipients through the competitive bidding 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. Goal:

A goal of 71.25% MBE and 28.6% 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 this Agreement. If an award of this Agreement is made and the MBE/WBE participation is less than this Agreement goal, the Contractor shall continue good faith efforts throughout the

term of this Agreement to increase MBE/WBE participation and to meet this Agreement goal.

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

D. Obligation:

1. The Contractor will 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 Contractor 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 certified firms is available online at www.flystl.com/bdd.

E. Eligibility:

Contractor should access the online directory to obtain a list of eligible MBEs/WBEs and to determine the eligibility of the MBE/WBE firms it intends to utilize in this Agreement.

F. Counting MBE/WBE Participation toward Goals:

MBE/WBE participation towards the attainment of the goals will be credited on the basis of the total subcontract prices agreed to between the Contractor and subcontractors for the contract items being sublet as reflected on the “**MBE/WBE Utilization Plan**”. *Firms must be certified prior to the bid opening in order to be used to fulfill the participation goals.*

G. Post Award Compliance:

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

H. Substitution of MBE/WBE Firms after Award:

1. The Contractor will conform to the scheduled amount of MBE/WBE participation. 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 Contractor 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 Appendix B, Section 3.B.) 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. Contractor will not cancel or terminate its agreement with the MBE/WBE without cause and shall timely forward supporting documentation substantiating the cause of the default or termination to the Director for review.

I. Good Faith Efforts:

1. When the M/WBE goals cannot be met, the Contractor must document and submit justification utilizing the Contractor's **"Good Faith Efforts Report Form"** and provide a statement as to why the goals could not be met. The quality and intensity of the Contractor's good faith efforts will be evaluated by the City. The contractor must demonstrate the good faith efforts taken to meet the M/WBE goals, including 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 this contract.
 - b. Written notification at least fourteen (14) days prior to the opening of bids, 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 Contractor and the M/WBE in which M/WBE promises not to provide subcontracting quotations to other bidders.
- f. Efforts made to assist the M/WBEs that need assistance in obtaining bonding, insurance, or lines of credit required by the contractor.
- 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 contractor-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. Contractor 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 contractor must prove the Contractor actively and aggressively sought out M/WBEs to participate in the project.
4. All the information provided must be accurate and complete in every detail. The apparent low bidder's attainment of the M/WBE goal or demonstration of good faith effort will assist in determining the award of the contract.

J. Record Keeping Requirements:

The Contractor 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:

The Contractor shall 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 Contractor shall ensure its subcontractors are also submitting

monthly reports on MBE/WBE participation via the BDD online reporting System.

1. Liquidated Damages. The Contractor agrees that the Contractor or its 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 Contractor agrees that the Director, on behalf of the City, may elect to implement liquidated damages after written notice to the Contractor 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:
 - a. The first failure to report violation will result in a warning letter;
 - b. The second failure to report violation will require Contractor to pay liquidated damages to the City not to exceed \$25.00 for each week past due;
 - c. For the third failure to report violation will require Contractor to pay liquidated damages to the City not to exceed \$50.00 for each week past due; and
 - d. For the fourth failure to report violation will require Contractor to pay liquidated damages to the City not to exceed \$75.00 for each week past due.
1. Payment of Liquidated Damages. All liquidated damages will be deducted by the City's next payment schedule. In the case there is no future payment(s), the Contractor will make the liquidated damage payment to the City within thirty (30) days' written notice of the violation.
2. 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 including MBE/WBE contractors. If the MBE/WBE contractor intends to sublet any portion of this Agreement, the MBE/WBE contractor shall comply with provisions regarding contractor and subcontractor relationships.

6. **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.
- B. The Contractor'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 Contractor records which may have a bearing on matters of interest to the City in connection with the Contractor's work for the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation of:
1. Contractor'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 Contractor or any of its payees or subcontractors, if any.

7. **CIVIL RIGHTS GENERAL PROVISIONS**

- A. The Contractor 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 Contractor 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.

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

- A. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees as follows:
1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended, which are incorporated by reference and made a part of this Agreement.
 2. **Non-discrimination:** The Contractor, 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 Contractor 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 Contractor 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 contractor of the contractor'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 Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and 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 contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor 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 Contractor 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 Contractor under this Agreement until the contractor complies; and
- b. Cancelling, terminating, or suspending this Agreement, in whole or in part.

6. **Incorporation of Provisions:** The Contractor 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 Contractor 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 Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor 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 Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") 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;
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.*).

9. **FEDERAL FAIR LABOR STANDARDS ACT PROVISION**

- A. All contracts and subcontracts that result from this solicitation 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 Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

10. **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All Contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Section 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor 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.

11. **SEISMIC SAFETY**

When applicable, the Contractor 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.

12. **DISTRACTED DRIVING**

The City encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decreases accidents caused by distracted drivers, including policies that ban text messaging. The Contractor 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.

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

Contractor 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 Contractor will report any violation to the City immediately upon discovery. The City assumes responsibility for notifying the Environmental Protection Agency and the Federal Aviation Administration.

14. **NOTICE PROVISION**

Except as otherwise expressly provided, all notices required to be given to the City 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:

Ronald Stella
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 Contractor must be sent to:

Deepak Kukal
Deep Kleen & Maintenance, LLC
268 Wynstay Avenue
Valley Park, MO 63088

The City or Contractor may designate in writing any changes in addresses or any addresses of substitutes or supplementary persons in connection with notices. The effective date of service of any such notice is the date of actual receipt by Contractor or the Airport Director.

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

APPENDIX "C"

**RATES FOR LINDBERGH TUNNEL CLEANING SERVICES
(LINDBERGH TUNNEL CLEANING SERVICES)**

Years 1 Through 3

Annual Tunnel Cleaning Services - Contract Year 1	\$29,700.00
Annual Tunnel Cleaning Services - Contract Year 2	\$30,700.00
Annual Tunnel Cleaning Services - Contract Year 3	\$31,700.00

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

Deep Klean & Maintenance, LLC

ATTEST:

BY: Deepak Buleal
Owner

Date
5/12/2020

BY: Aman Kukul (Aman Kukul)

Date
5/12/2020

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

The foregoing Agreement was approved on this 3rd day of June, 2020,
by the Airport Commission.

BY: [Signature] 5/27/20
Director of Airports Date

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its
meeting on June 17, 2020.

BY: Stephanie M Green 06/17/2020
Secretary Date
Board of Estimate & Apportionment

APPROVED AS TO FORM BY:

[Signature] 6/8/2020
City Counselor Date

COUNTERSIGNED BY:

[Signature] 8-3-20
Comptroller Date

ATTESTED TO BY:

[Signature] 08-04-2020
Register, Deputy Date

COMPTROLLER'S OFFICE

DOCUMENT # 75530

EXHIBIT A

Missouri Unauthorized Aliens Law Affidavit

STATE OF Missouri)
COUNTY OF St. Louis)SS.

AFFIDAVIT

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

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

I am the owner (Position/Title) of Deep Klean and maintenance LLC (Contractor).

I have the legal authority to make the following assertions:

1. DEEPCLEANMAINTENANCE LLC (Contractor) 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 - LINDBERGH TUNNEL CLEANING (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, DEEPCLEANMAINTENANCE LLC (Contractor) does not knowingly employ any person who is an unauthorized alien in connection with the Agreement.

Deepak Kukal
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 25th day of February, 2020.

Morgan Blount
Notary Public

My Commission Expires: 02/18/2023

