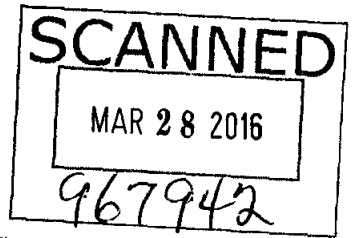


**CITY OF ST. LOUIS**  
**PROFESSIONAL SERVICE AGREEMENT FOR**  
**OPERATION & MAINTENANCE OF**  
**AIRPORT BAGGAGE HANDLING SYSTEM SERVICES**  
**LAMBERT- ST. LOUIS INTERNATIONAL AIRPORT®**



**CONTRACT NO.:** 69321

**CONTRACT NOT-TO- EXCEED AMOUNT:** \$8,360,000.00

**CONTRACTOR:** Vanderlande Industries, Inc.  
1975 West Oak Circle  
Marietta, Georgia 30062-2275

**FEDERAL I.D. #:** 98 - 0182968

**ESTIMATED ANNUAL ENCUMBRANCES:**

FY 2015-2016	\$1,857,777.78
FY 2016-2017	\$2,786,666.67
FY 2017-2018	\$2,786,666.67
FY 2018-2019	\$ 928,888.88

**CONTRACT AUTHORIZED BY:** **ORDINANCE NO.** 69154  
**BUDGET ACCOUNT:** 5638

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

**CITY OF ST. LOUIS**  
**PROFESSIONAL SERVICE AGREEMENT FOR**  
**OPERATION & MAINTENANCE OF**  
**AIRPORT BAGGAGE HANDLING SYSTEM SERVICES**  
**LAMBERT- ST. LOUIS INTERNATIONAL AIRPORT**

This Agreement, made and entered into this 17<sup>th</sup> day of December, 2015 ("**Agreement**"), by and between the City of St. Louis, a municipal corporation of the State of Missouri (the "**City**") and Vanderlande Industries, Inc. ("**Contractor**").

**WITNESSETH THAT:**

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

**WHEREAS**, City seeks to contract with the Contractor for Operation & Maintenance of Airport Baggage Handling System 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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## 1. **DEFINITIONS**

<b>“Agreement”</b>	This means the contract for Operation & Maintenance of Airport Baggage Handling System Services between the City and Vanderlande Industries, Inc.
<b>“Airport”</b>	This means Lambert-St. Louis International Airport, which is owned by the City and is operated for the City by the Authority, a department of the City.
<b>“Airport Director”</b>	This means the Director of Airports of the City of St. Louis or his/ her authorized or designated representative(s).
<b>“ATR”</b>	This means Automatic Tag Reader which is the laser scanner array that scans barcode format baggage tags.
<b>“Baggage Handling System” or “BHS”</b>	This means the complete outbound, (including inline baggage screening matrix), inbound and oversize baggage handling systems for Terminal 1, Terminal 2 and Customs. The BHS includes all related structures, mechanical and electrical equipment and components, including all types of check-in collection conveyors, curbside input conveyors and associated door hatches, runouts, laterals, load and unload conveyors, transport conveyor segments, power turns, merges, make-up devices, high-speed diverter units, plow diverters, bag dimensioning arrays, fire/security doors, with associated Motor Control Panels, field control devices (e.g., photocells, limit switches, control stations/devices, audio/visual alarms, etc.), motors, motor starters, disconnects, push buttons, etc., including related BHS computers/PLC’s, controls and control hardware, and Control Rooms, with management and support services required to operate and maintain the BHS.
<b>“Base Services”</b>	This means all work and all documentation and reporting services on all equipment covered by this Agreement as listed and as described in the Statement of Work, Section 4.
<b>“CBIS”</b>	This means Checked Baggage Inspection System as part of the BHS.
<b>“CBRA”</b>	This means Checked Baggage Reconciliation Area.

<b>“Clean”</b>	This means the absence of dirt, litter, debris, dust, surface marks, fingerprints, spills, oils, gum, grime, film, stains, streaks, spots, bag tags, blemishes, chemical residue, or any other foreign matter or chemical residue that cannot be removed without permanently damaging the underlying surface.
<b>“CM”</b>	This means Corrective Maintenance.
<b>“CMMS”</b>	This means Computerized Maintenance Management System.
<b>“City”</b>	This means the City of St. Louis, owner and operator of Lambert-St. Louis International Airport.
<b>“Commencement Date”</b>	This means the date the term of this Agreement begins which is November 1, 2015 as provided for in Section 5.
<b>“Contractor”</b>	This means Vanderlande Industries, Inc.
<b>“Contract Year”</b>	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.
<b>“day(s)”</b>	This means consecutive calendar days unless otherwise expressly stated.
<b>“EDS”</b>	This means Explosive Detection System.
<b>“EM”</b>	This means Emergency Maintenance.
<b>“ETD”</b>	This means Explosive Trace Device
<b>“FIS”</b>	This means Federal Inspection Service.
<b>“Fixed Improvements”</b>	This means any improvements, fixtures, additions, annexations or alterations to the job sites or a portion thereof which cannot be removed or changed without material damage to, or destruction of, either itself or the job sites or a portion thereof.
<b>“Goods”</b>	This means, as applicable, the spare parts, consumables and tools provided by Operator under this Agreement.

<b>“Holiday”</b>	This means New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
<b>“IATA”</b>	This means International Air Transportation Association.
<b>“IPMP”</b>	This means Inspection and Prevention Maintenance Program.
<b>“Make UP Unit” or “MU”</b>	This means conveyor used in the bagrooms to hand sort luggage.
<b>“Manager”</b>	This means the Assistant Airport Director of Operations and Maintenance or his/ her designated or authorized representative.
<b>“MCP”</b>	This means Motor Control Panel. The MCP contains the electrical control and power circuit devices for the control of the baggage system(s).
<b>“MSDS”</b>	This means Material Safety Data Sheet.
<b>“OEM”</b>	This means Original Equipment Manufacturer.
<b>“Operator”</b>	This means Vanderlande Industries, Inc.
<b>“OSHA”</b>	This means U. S. Occupational Safety and Health Administration. The Federal Government agency responsible for providing the rules and regulations on safety and health requirements in the work place.
<b>“Owner”</b>	This means The City of St. Louis.
<b>“Personnel”</b>	This means the employees, agents, representatives or contractors hired by or retained by Operator to perform Operator’s duties and obligations.
<b>“PGDS”</b>	This means TSA’s publication Planning Guidelines and Design Standards
<b>“PLC”</b>	This means Programmable Logic Controller. This is a microprocessor which controls BHS functions and operations.
<b>“PDP”</b>	This means Power Distribution Panel

**“Preventative Maintenance” or “PM”**

This means scheduled cyclical maintenance of the BHS equipment and facilities performed to an acceptable standard, to the satisfaction of the City, and in accordance with the approved maintenance schedule, maintenance standards, relevant codes of practice/standards, statutory regulations as well as good engineering practice and including regular inspection, servicing, cleaning, detection and correction of potential failures either before they occur or before they develop into major defects (imminent failures).

**“Provision”**

This means all terms, covenants, warranties, specifications, conditions, and provisions of this Agreement.

**“Quality Assurance” or “QA”**

This means a method by which the City is able to confirm that the quantity and quality of services received conformed to contract requirements. This method/procedure is not intended to aid the Operator in the performance of this Agreement requirements and will not be a substitute for Agreement quality control.

**“Quality Control Program” or “QC”**

This means a method used by the Operator to assure that quality services are provided to satisfy this Agreement requirements.

**“Services”**

This means the services to be performed by Operator, as more specifically described in the Statement of Work.

**“SIDA”**

This means Security Identification Display Area.

**“TSA”**

This means Transportation Security Administration.

**“VFD”**

This means Variable Frequency Drive.

**2. SCOPE OF WORK**

The Statement of Work (“SOW”) for this Agreement is attached hereto as **Exhibit C**. The Contractor will provide operation, maintenance and repair service for the Baggage Handling System as more fully described in the SOW.



### 3. **FEES**

The City, subject to the Provisions of this Agreement, shall pay to the Contractor, in consideration of the above services rendered in performance of the Agreement “Fees” based upon the fees, rates, charges or amounts set forth below. The Contractor shall invoice the City monthly for all services ordered and performed in accordance with the Provisions of this Agreement.

#### Year 1 - Rates & Charges

Annual Rate for Operations and Maintenance of Terminal 1 Baggage Handling System both Inbound and Outbound:	<u>\$1,319,709.90</u>
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Annual Rate for Operations and Maintenance of Terminal 2 Baggage Handling System both Inbound and Outbound:	<u>\$1,263,909.33</u>
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Annual Rate for Operations and Maintenance of Customs Inbound Baggage Handling System on Concourse E:	<u>\$27,896.65</u>
--	--------------------

Annual Rate for Process Engineer Quarterly Visits:	<u>\$40,250.00</u>
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Yearly Allowance for Spare Parts:	<u>\$50,000.00</u>
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Yearly Allowance for Contingency Labor:	<u>\$20,000.00</u>
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In the event City decides to increase or decrease Contractor’s staffing requirement as provided for in Exhibit C, Sections 4.B and 4.H, entitled “Employ Personnel” and “Minimum Staffing”, City and Contractor agree that the following hourly rates will be used when adjusting Contractor’s staffing requirement upward or downward; however, should any rate fail to comply with the terms and conditions of Section 23, entitled “Prevailing Wage and Fringe Benefits”, and Section 32, entitled “Living Wage”, at the time the staffing requirement is adjusted, City and Contractor agree that the rate(s) will be adjusted accordingly.

Hourly Rate for Site Manager	<u>\$75.39</u>
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Hourly Rate for Shift Supervisor	<u>\$49.05</u>
----------------------------------	----------------

Hourly Rate for Office Manager	<u>\$46.96</u>
--------------------------------	----------------

Hourly Rate for Shift Tech 1	<u>\$46.41</u>
------------------------------	----------------

Hourly Rate for Shift Tech 2	<u>\$44.44</u>
------------------------------	----------------

Hourly Rate for Shift Mechanic	<u>\$50.46</u>
--------------------------------	----------------

## Year 2 - Rates & Charges

Annual Rate for Operations and Maintenance of Terminal 1

Baggage Handling System both Inbound and Outbound: \$1,301,047.22\*\*\*

Annual Rate for Operations and Maintenance of Terminal 2

Baggage Handling System both Inbound and Outbound: \$1,245,502.45\*\*\*

Annual Rate for Operations and Maintenance of Customs

Inbound Baggage Handling System on Concourse E: \$27,772.39\*\*\*

Annual Rate for Process Engineer Quarterly Visits: \$40,250.00\*\*\*

\*\*\* The above annual rates will be evaluated at the commencement of Contract Year 2, and the rates will be adjusted to reflect any increase published in the then current Department of Labor Employment Cost Index ("ECI"); however, in no event will the increase exceed three percent (3%) of the annual rates provided above, regardless of the increase in the ECI. Adjustments to the above annual rates will correspondingly impact the Hourly Rates below.

Yearly Allowance for Spare Parts: \$60,000.00

Yearly Allowance for Contingency Labor: \$20,000.00

In the event City decides to increase or decrease Contractor's staffing requirement as provided for in Exhibit C, Sections 4.B and 4.H, entitled "Employ Personnel" and "Minimum Staffing", City and Contractor agree that the following hourly rates will be used when adjusting Contractor's staffing requirement upward or downward; however, should any rate fail to comply with the terms and conditions of Section 23, entitled "Prevailing Wage and Fringe Benefits", and Section 32, entitled "Living Wage", at the time the staffing requirement is adjusted, City and Contractor agree that the rate(s) will be adjusted accordingly.

Hourly Rate for Site Manager \$75.39

Hourly Rate for Shift Supervisor \$49.05

Hourly Rate for Office Manager \$46.96

Hourly Rate for Shift Tech 1 \$46.41

Hourly Rate for Shift Tech 2 \$44.44

Hourly Rate for Shift Mechanic \$50.46

### Year 3 Rates & Charges

Annual Rate for Operations and Maintenance of Terminal 1

Baggage Handling System both Inbound and Outbound: \$1,301,047.22\*\*\*

Annual Rate for Operations and Maintenance of Terminal 2

Baggage Handling System both Inbound and Outbound: \$1,245,502.45\*\*\*

Annual Rate for Operations and Maintenance of Customs

Inbound Baggage Handling System on Concourse E: \$27,772.39\*\*\*

Annual Rate for Process Engineer Quarterly Visits:

\$40,250.00\*\*\*

\*\*\*In the event the annual rates for Terminal 1, Terminal 2, Customs and PE Quarterly Visits are increased at the commencement of Contract Year 2 to account for the ECI adjustment, the above Contract Year 3 annual rates for Terminal 1, Terminal 2, Customs, and PE Quarterly Visits will be revised to reflect the adjusted Contract Year 2 annual rates for Terminal 1, Terminal 2, Customs, and PE Quarterly Visits. Further, at the commencement of Contract Year 3, the annual rates will be adjusted to reflect any increase published in the then current ECI; however, in no event will the increase exceed three percent (3%) of the adjusted Contract Year 2 annual rates for Terminal 1, Terminal 2, Customs, and PE Quarterly Visits, regardless of the increase in the ECI. Adjustments to the above annual rates will correspondingly impact the Hourly Rates below.

Yearly Allowance for Spare Parts:

\$70,000.00

Yearly Allowance for Contingency Labor:

\$20,000.00

In the event City decides to increase or decrease Contractor's staffing requirement as provided for in Exhibit C, Sections 4.B and 4.H, entitled "Employ Personnel" and "Minimum Staffing", City and Contractor agree that the following hourly rates will be used when adjusting Contractor's staffing requirement upward or downward; however, should any rate fail to comply with the terms and conditions of Section 23, entitled "Prevailing Wage and Fringe Benefits", and Section 32, entitled "Living Wage", at the time the staffing requirement is adjusted, City and Contractor agree that the rate(s) will be adjusted accordingly.

Hourly Rate for Site Manager \$75.39

Hourly Rate for Shift Supervisor \$49.05

Hourly Rate for Office Manager \$46.96

Hourly Rate for Shift Tech 1	<u>\$46.41</u>
Hourly Rate for Shift Tech 2	<u>\$44.44</u>
Hourly Rate for Shift Mechanic	<u>\$50.46</u>

#### 4. **EXTRA WORK**

- A. At the written request and direction of the Director, additional Operation & Maintenance of Airport Baggage Handling System 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 9.A of this Agreement. For all work conducted under this Agreement, the total amount to be paid to the Contractor must not exceed the total Contract Not-To-Exceed Amount of this Agreement. (See Section 9. E).
- 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 Contractor without extra charge. The Contractor 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 Contractor unless such Extras have been ordered in advance by written request of the Director. 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. All bills for Extras done in any month, will be submitted to the Director, in writing, before the 15<sup>th</sup> 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 Contractor will submit copies of itemized invoices received from the Contractor’s approved subcontractor(s) which have been previously reviewed and approved by the Contractor. 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 Contractor and the Director in writing prior to such Extras being performed. (See Section 9.A).

#### 5. **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 27. 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”:** November 1, 2015 **“Expiration Date”:** October 31, 2018

Notwithstanding the Provisions of this Section, the Director, on behalf of the City, may delay the Commencement Date of this Agreement for up to four (4) months by providing written notice of said delay to the Contractor.

**6. ADMINISTRATIVE PROCEDURES**

- A. Before work under this Agreement commences, the Contractor shall designate, by written notice to the Manager, 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 Manager, the Contractor shall make periodic reports and recommendations to the Manager with respect to conditions, transactions, situations or circumstances encountered by the Contractor relating to the services to be performed under this Agreement.
- C. The Contractor's performance hereunder must be in accordance with the highest standards of care, skill, and diligence provided by professionals who perform services similar to the services contemplated by this Agreement. All work must be executed in the most workmanlike, safe and substantial manner and everything must be furnished by Contractor that is necessary to complete and perfect the aforesaid work according to the design and intention, whether particularly specified or not which may be inferred from this Agreement and its specifications. Work which should properly be performed by skilled laborers, must not be attempted by common laborers.
- D. The Contractor shall ensure that all equipment and temporary offices and trailers used on the job are conspicuously marked with both the name and telephone number of the Contractor. (if applicable)
- E. The Contractor acknowledges, stipulates, and agrees that 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 Operation & Maintenance of Airport Baggage Handling System Services performed by the Contractor or its officers, employees, contractors, representatives, or agents under this Agreement. (See Section 26 entitled “Insurance and Indemnification.”)
- F. The Contractor shall furnish, and have on the job at all times, ample equipment to

properly and safely carry out the work contemplated herein including such tool or equipment as may be necessary to meet emergency requirements.

- G. The Contractor shall give personal attention to the performance of this Agreement and shall furnish to the Manager a listing of all employees (including subcontractor's employees) performing services under this Agreement. (See also 28 entitled "Assignment and Subcontracting.") This listing of said employees must be updated and maintained by the Contractor throughout the term of this Agreement. 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, shall secure all applicable permits and licenses and approvals required or necessary to fulfill the Provisions of the Agreement.
- I. The Contractor must 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. In case of an emergency, the Director, Operations Supervisor, or either of their representatives, 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.
- K. The Manager will determine the amount, classifications, acceptability, and fitness of all work to be done, and will decide all questions which may arise relative to the proper performance of this Agreement, and his decisions will be final and conclusive, except as provided for in Appendix A, Section 13.
- L. The City reserves the right to solicit bids and award contracts to other Contractors for any modifications or additions to the Operation & Maintenance of Airport Baggage Handling System Services. The City reserves the right to furnish components, parts, supplies, and materials at its discretion or to perform the work contemplated herein. The City's right to award contracts to other contractors and furnish components, parts, supplies and materials does not negate City's obligations to pay Contractor. (See Sections 9.C. and 22.G).
- M. Daily site clean-up must be accomplished by the Contractor. This clean-up must include the placing of materials, tools, and equipment in a neat, safe, and orderly arrangement. Equipment must never be allowed to block access to existing facilities. Rubbish, debris, rubble, and garbage must be properly removed daily and disposed of by the Contractor in accordance with all applicable local, state, and federal laws and regulations.

## **7. RULES AND REGULATIONS**

- A. Contractor warrants, covenants, represents, stipulates, and agrees that the Contractor shall 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 they may be amended from time to time, in performing the work or services contemplated herein or the Provisions of this Agreement. Contractor warrants, covenants, represents, stipulates, and agrees that the Contractor shall comply with all statutes, laws, ordinances, orders, judgments, decrees, permits, regulations, environmental plans and programs, environmental permits, directions, and requirements of the City as may be amended from time to time, and all 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 is responsible for compliance with all Airport Security Regulations, Airport Security procedures, and TSA 1500 as they may be amended from time to time. 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, is 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.
- C. The Contractor is 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 Director for his/her prior written approval (See Section 28 herein).
- D. The Contractor is not 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. However, if such delay or hindrance occurs, the City shall in good faith agree to extend any applicable time periods for performance resulting from such delay or hindrance.
- E. The Contractor is responsible for the professional quality, technical accuracy, and coordination of information and materials utilized to implement the services provided under this Agreement. The Contractor 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. Provide personal attention to and prompt services for all assignments. The Contractor 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 Contractor under this Agreement.

- G. Throughout the term of this Agreement, the Contractor shall maintain all licenses, certifications, 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.
- H. Ensure the City's right in regard to sovereign immunity and any other governmental immunity is reserved and preserved as appropriate with each policy of insurance.
- I. Contractor is being engaged solely to provide Operation and Maintenance of Airport Baggage Handling System Services ("**Contractor's Role**"). Contractor's obligations, responsibilities and liabilities shall therefore be construed consistent with Contractor's Role.

## 8. **REPAIR OF DAMAGE**

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

## 9. **PAYMENTS**

- A. Contractor shall invoice City monthly for its Operation and Maintenance of Airport Baggage Handling System Services performed under the Agreement utilizing an invoice or invoice procedure acceptable to City, separating Terminal 1, Terminal 2 and Customs. Contractor will invoice City one-twelfth (1/12) of the annual contract amount each month as broken out on the Fee Schedule (See Section 3.0 of the Agreement, entitled "Fees"). Invoices must include lines showing the Deduction amount as outlined below. Contractor shall also include amounts expended on a monthly basis for the Spare Parts Allowance and the Additional Labor Support For Contingency Operation Allowance with supporting documentation. Monthly invoices must include supporting documentation and detail. All invoices under the Agreement must have payment terms of net thirty (30) days, with calculation of the payment due date starting on the date the invoice, together with all supporting documents, is received by City and finishing on the date payment is received by Contractor. All invoices under the Agreement must be submitted to City by the 15th of each month for the prior month's expenses unless otherwise agreed to by both parties. If not received by the last day of the month, City reserves the right to deduct 10% from the invoice amount.



In the event of a good faith dispute concerning an invoice, City shall pay the undisputed portion of the invoice. City and Contractor will attempt to resolve any outstanding invoice disputes within thirty (30) days after City notifies Contractor of a dispute with respect to an invoice. Unless otherwise directed by City in writing, invoices shall be sent to the following address:

Lambert St. Louis International Airport  
Accounts Receivable  
P.O. Box 10212  
10701 Lambert International Blvd.  
St. Louis, MO 63145-0212

B. Deductions

1. The invoice must include a deductions section where the value of the invoice is adjusted based on the achievement of the performance requirements of the BHS. The adjustment will be applied to the combined inbound and outbound fees per Terminal and Customs.
2. Deduction payment factors related to performance requirements are evaluated based on a monthly basis.
3. The following deduction factor will be applied for BHS availability performance:

Availability Payment Factor	
Avail. Rate	Deduction Factor
99.0 - 100.0%	1.00 (No deduction)
98.9 - 98.99%	0.98
98.8 - 98.89%	0.96
98.7 - 98.79%	0.94
98.6 - 98.69%	0.92
Below 98.69%	0.90

- C. Nothing in this Agreement will be construed or interpreted to 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 Sections 6.L. and 22.G.)
- D. The Contractor warrants, covenants, represents, stipulates, and 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 Contractor acknowledges and agrees that 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 the 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 Eight Million Three Hundred Sixty Thousand Dollars (\$8,360,000.00) plus any amount agreed to for Extras.

**10. NOTICE OF LOSS OR CLAIMS**

- A. The Contractor will indemnify, defend, and save harmless St. Louis County, the City and its Board of Aldermen, Airport Commission, and their respective officers, employees, and agents from all liabilities, suits, claims, judgements, actions, losses, fines and demands brought against or suffered by St. Louis County, the City, and its Board of Aldermen, Airport Commission, and their respective officers, employees and agents, for or on account of any injuries or damages received or sustained by any person or 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 or to the extent caused by the acts or omissions of the Contractor, its officers, agents, employees, contractors, subcontractors, licensees, invitees, or independent contractors.
- 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 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 the Agreement.

**11. REPLACEMENT OF PERSONNEL**

Upon request of the City, Contractor agrees to promptly replace the manager or any employee working under this Agreement that displays improper conduct, is deemed not qualified or necessary to perform the work assigned or otherwise does not meet the requirements of this Agreement.

**12. PROHIBITED ACTS**

Contractor 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 Manager, 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 of 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 Contractor'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 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.

### 13. **RIGHT OF REVIEW**

Contractor has the right to take any decision or direction of the Manager 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 Manager'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 Manager. (See Section 6.K).

### 14. **GOVERNING LAW AND FORUM SELECTION**

This Agreement is 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. Contractor 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.

15. **WAIVERS OF LIEN**

Upon completion of work contemplated herein, 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 Manager. Contractor warrants, covenants, represents, stipulates, and agrees 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, Contractor, or any other reason.

16. **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 Contractor to perform the work and services contemplated herein.

17. **PRECAUTIONARY MEASURES**

Contractor warrants, covenants, represents, stipulates, and agrees the Contractor shall exercise every precaution to prevent injury to persons or damage to property and avoid inconvenience to the City's travelers, licensees, and invitees, or airlines operating at the Airport, or other users of the Airport. Contractor shall without limiting the generality hereof, place such 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 such other precautions as may be necessary, proper or desirable.

18. **STORAGE AND STAGING AREA**

- A. Location of storage and transfer area ("**Transfer Area**") will be assigned by the Manager 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 is responsible for the security of its equipment and must maintain and improve the Transfer Area as directed by the Manager. The Contractor

acknowledges, stipulates, and agrees 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 Contractor'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 Contractor's services.

## 19. **BADGING**

- A. The Contractor shall comply with all applicable federal, state and local governmental laws and regulations as well as rules and regulations of the Airport as may be amended from time to time. (See Section 7.A)
- B. The Contractor at its cost shall 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.
- C. The Contractor at its cost, if requested by the City, shall provide verification of a five (5) to ten (10) year employee background check of each employee to be issued an Airport Employee Badge.
- D. The Contractor shall, when requested and ordered by the Manager, schedule with the Airport Police Security Operations Bureau to have each employee, to be issued an Airport ID Badge, fingerprinted, for a criminal history check. This process will be used to issue Airport Identification Badges to all Contractor employees assigned to work within the Security Identification Display Area ("SIDA"). The Contractor shall maintain at all times adequate control of said identification badges. All employees issued identification badges will be required to attend the SIDA class offered by the Airport Police. The Contractor shall bear the cost of providing badges for the Contractor's employees working under this Agreement. The cost for badging is approximately \$80.00 per employee and includes the cost of the badge, background check, fingerprinting and the SIDA course. Replacement cost for lost, stolen, or damaged identification badges will be the sole responsibility of the Contractor.
- E. The Contractor is 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 Section 7.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 November 1<sup>st</sup> of each year that this Agreement is in effect.

## **20. PERFORMANCE & PAYMENT BOND**

- A. At or prior to the execution of this Agreement, the Contractor shall immediately execute a Performance Bond and a Payment Bond each in the amount of One Million Dollars (\$1,000,000.00) 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 20. The Contractor shall 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 Contractor's Performance Bonds and/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 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 Manager for approval before the work of this 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 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". 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/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 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 shall coordinate the services performed under this Agreement with the Manager designated by the Airport Director.
- C. This Agreement is 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 are binding upon the parties hereto and their successors and permitted assigns.
- 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 Contractor shall 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 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, in order to determine compliance with this Agreement. (See Section 31 entitled "Right To Audit Clause").
- G. Contractor 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 Operation & Maintenance of Airport Baggage Handling System 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 6.L and 9. C).

- 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 22K).
- 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. Unless otherwise expressly provided for herein, when the consent, approval, waiver, release, or certification ("**Approval**") of either party is required under the terms of this Agreement, such Approval must be in writing and signed by the party making the Approval. Whenever the Approval of the City or the Director of Airports is required, the Approval must be from the City's Director of Airports or his/her authorized or designated representative.
- M. Contractor may use its own previously developed or licensed software, programs, ideas, concepts, materials, processes, methods, know-how and information (collectively "**Contractor's Preexisting Work**") in performing the Operation and Maintenance of Airport Baggage Handling System Services. Insofar as such Contractor's Preexisting Work was not first produced or created by or for Contractor solely and exclusively related to the performance of the Operation and Maintenance of Airport Baggage Handling System Services, but is used in connection with the Operation and Maintenance of Airport Baggage Handling System Services, any and all right, title and interest in such Contractor's Preexisting Work will remain the sole and exclusive property of Contractor or of its licensor. To the extent that any of Contractor's Preexisting Work is useful or necessary for the Operation and Maintenance of Airport Baggage Handling System Services, Contractor grants to City (including its successor, assigns, officers, employees and/or agents) an irrevocable fully paid-up, royalty fee, non-transferable right and nonexclusive license to generally use, reproduce, copy, prepare derivative works, incorporate into collective works and/or compilations, display and/or perform, in connection with the Operation and Maintenance of Airport Baggage Handling System Services, and for internal non-commercial purposes only, in any manner now known or hereafter to



become known, all or any portion, alteration or derivation of such Contractor's Preexisting Work, for the term of this Agreement.

- N. Contractor acknowledges and agrees that during the term of this Agreement it shall use reasonable efforts to give any person displaced as a result of the award of this Agreement the opportunity to interview for available positions and must be able to provide a record of such efforts.

## 23. **PREVAILING WAGE AND FRINGE BENEFITS**

The Contractor warrants, covenants, represents, stipulates, and agrees that all employees and subcontractor's employees performing any work under and subject to the terms 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 ex 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.

The prevailing wage rates set forth below will be the rates for the term of this Agreement, unless revised 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 ex seq., as amended.

Baggage Runner	\$19.18
Shift Mechanic	\$20.67
Shift Tech II	\$24.18
Shift Tech I	\$25.38
Shift Supervisor	\$26.95

The minimum prevailing fringe benefits which the Contractor must provide to the above classifications of employees is \$4.02 unless revised 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 ex seq., as amended.

## 24. **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 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. Contractor 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 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 at the Airport, no matter their role or function. Contractor agrees that all of its employees performing service pursuant to this Agreement shall:

- A. Demonstrate excellent customer service at all times to every user of the Airport, as applicable.

- B. Act in a courteous and helpful manner at all times with travelers, fellow employees, and all other users of the Airport.
- C. 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.

26. **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 Twenty-Five Million Dollars (\$25,000,000.00) for Comprehensive General Liability and Five Million Dollars (\$5,000,000.00) for Comprehensive Automobile Liability comprised of such primary and excess policies of insurance as the Contractor finds it feasible to purchase during the term of this Agreement** and Contractor agrees to name 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" on all policies required hereunder. Prior to execution of this Agreement, Contractor will provide certificates of said insurance and all endorsements required pursuant to this Agreement to the Manager 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

- 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 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 Contractor in its operations hereunder. Each such insurance policy must 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 indemnify, defend, and save harmless St. Louis County, the City and its Board of Aldermen, Airport Commission, and their respective officers, employees, and agents from all liabilities, suits, claims, judgements, actions, losses, fines and demands brought against or suffered by St. Louis County, the City, and its Board of Aldermen, Airport Commission, and their respective officers, employees and agents, for or on account of any injuries or damages received or sustained by any person or 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 or to the extent caused by the acts or omissions of the Contractor, its officers, agents, employees, contractors, subcontractors, licensees, invitees, or independent contractors. The Provisions of this section survive the expiration or early termination of this Agreement
- E. The Contractor shall protect, defend, and hold 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 out of a claim that the goods, including their use, or the services infringes any patent, copyright, trademark, trade secret or other intellectual property right owned by third parties. Contractor, at its option, to avoid any alleged infringement, has the right to: (a) make changes in goods, so long as the modified good conforms to all requirements of this Agreement; (b) replace the goods; and/or (c) obtain a license. Contractor will have no obligation hereunder with respect to claims, suits or proceedings, resulting or related, in whole or in part, from: (a) any modifications of the good by City; or (b) any combining by City of the goods with other equipment not furnished by Contractor; in each case to the extent that such claim would have been avoided but for such modification or combination. 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 hereunder. The Provisions of this section survive the expiration or early termination of this Agreement.

- F. The Contractor will maintain Workers' Compensation and Employer's 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.
- G. The City shall promptly notify Contractor of each claim, action, proceeding, or suit in respect of which indemnity may be sought by the City against Contractor hereunder, setting forth the particulars of such claim, action, proceeding or suit; shall furnish Contractor with a copy of all judicial filings and legal process and any correspondence received by the City related thereto; and shall tender the defense of same to Contractor. If Contractor does not settle or compromise such claim, then Contractor shall undertake the legal defense of such claim both on behalf of Contractor and on behalf of the City, at Contractor's expense. Contractor shall use counsel reasonably acceptable to the City Counselor of the City or his or her designee, after consultation with the Airport Director, in carrying out its obligations hereunder. The Provisions of this section survive the expiration or early termination of this Agreement.
- H. Except and to the extent that consequential or indirect damages for losses are covered by an insurance policy required by this Agreement, City and Contractor agree that Contractor's liability for consequential or indirect damages, whether as a result of breach of contract, warranty, tort, patent infringement, indemnity or otherwise, will not exceed Two Million Dollars (\$2,000,000.00) during the term of this Agreement.
- I. Contractor's liability with respect to direct damages whether in contract, warranty, tort (including negligence of any degree), patent infringement or otherwise arising out of, or resulting from, the Agreement will not exceed and will be limited to an amount equal to Twenty Eight Million Dollars (\$28,000,000.00).

## 27. CANCELLATION

- A. The City retains the right to cancel this Agreement if the Contractor should fail to properly keep any Provision of this Agreement; or, if the quality of service should fall below the specified standards as determined by the City; or, if the Contractor

should fail or refuse to render the amount of service required. The City shall provide the Contractor with written notice of default and provide the Contractor the opportunity to cure such default. If, within seven (7) days of receipt of a notice to cure default, Contractor fails to commence and satisfactorily continue correction of the default set forth in the notice to cure, the City may terminate the Agreement for default by providing written notice to the Contractor..

- B. The Contractor has the right to cancel this Agreement upon ten (10) days written notice to the City, without penalty, if the City should fail to keep any of the Provisions of this Agreement.
- C. Either party has the right to cancel this Agreement without cause upon thirty (30) days written notice to the other party with no liability to the canceling party and such a cancellation will be deemed a no fault cancellation.
- D. Notwithstanding anything to the contrary herein, it is expressly understood by the parties hereto that this Agreement will terminate immediately upon the failure of budgetary appropriations with no resulting liability to the City.
- E. If requested in writing by the Manager or in the event of cancellation, termination, or the expiration of this Agreement, 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 the Contractor within one (1) business day.

## **28. ASSIGNMENT AND SUBCONTRACTING**

- A. Contractor shall 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 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 terms, covenants, and conditions herein contained. The party to whom such assignment is made will expressly assume in writing the terms, covenants, and conditions 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. 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 shall 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 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 sub-contractor agreement must expressly require strict compliance with the terms, covenants, and conditions of this Agreement. The Contractor shall 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:

<b>Project Controls Group, Inc.</b>	<b>MBE</b>	<b>26.67%</b>
<b>Above All Personnel</b>	<b>WBE</b>	<b>5.55%</b>

**29. 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 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. In the event of the Contractor'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 Contractor 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 Contractor will have no claim for any damages against the City.
- F. Contractor 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 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. Whenever the Contractor 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 Contractor will notify the City Counselor in writing of such suit or threatened suit within ten 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 shall 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.

30. **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 small business concern as defined in Small Business Act, 15 U.S.C., as amended, that is 51 percent owned by a minority or, in the case of a corporation, at least 51 percent of the stock of which is owned by one or more individuals who are minorities; and whose management and daily business operations are controlled by one or more individuals who are Asian American, Black American, Hispanic American or Native American; and located in the Metropolitan St. Louis Area.
2. **"Women Business Enterprise" or "WBE"** means a small business concern as defined in the Small Business Act, 15 U.S.C., as amended that is 51 percent owned by a woman or, in the case of a corporation, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more individuals who are women; and located in the Metropolitan St. Louis Area.

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 will 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 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 this Agreement. If an award of this Agreement is made and the MBE/WBE participation is less than this Agreement goal, the Contractor will continue good faith efforts throughout the term of this Agreement to increase MBE/WBE participation and to meet this Agreement goal.

**Please note: Contractors which have been certified as either an MBE or WBE are still required to fill both goals. In addition, Contractors which have been certified as an MBE and a WBE can only be used to fulfill either the MBE goal or the WBE goal, not both goals.**

D. Obligation:

1. The Contractor 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 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/DBE certified firms is available online at <http://www.mwdb.org> under the Business Profile Directory link. A paper copy of the Directory may be requested at the Airport BDD Office, Lambert – St. Louis International Airport, P.O. Box 10212, St. Louis, Missouri 63145 or by calling (314) 426-8111.

E. Eligibility:

Contractor should contact the City of St. Louis Airport Authority BDD Office 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 goal 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 submittal of proposals 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 City of St. Louis Airport Authority BDD office prior to replacement of the firm.

2. Substitutions of MBE/WBE must be approved in writing by the Director. (See Section 28.0.) 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 understands, warrants, and agrees that it 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.

I. Good Faith Efforts:

When the M/WBE goals cannot be met, the Contractor will 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:

1. 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.
2. Written notification at least (14) calendar days prior to the opening of proposals, soliciting individual M/WBEs interested in participation in the contract as a subcontractor, regular dealer, manufacturer, contractor, or service agency and for what specific items or type of work.
3. 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.
4. Efforts made to negotiate with M/WBEs for specific items of work including evidence on:
  - a. 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.

- b. 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.
  - c. A statement of why additional agreements with M/WBEs were not reached, and
  - d. Documentation of each M/WBE contacted but rejected and the reasons for the rejection.
- 5. Absence of any agreements between the Contractor and the M/WBE in which M/WBE promises not to provide subcontracting quotations to other Contractors.
- 6. Efforts made to assist the M/WBEs that need assistance in obtaining bonding, insurance, or lines of credit required by the Contractor.
- 7. Documentation that qualified M/WBEs are not available, or not interested.
- 8. 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-proposal, workshops, seminars), etc.
- 9. Advertisement, in general circulation media, trade association publications, disadvantaged-focused media, of interest in utilizing M/WBEs and area of interest.
- 10. 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.
- 11. Examples of actions not acceptable as reasons for failure to meet the M/WBE goal.
  - a. M/WBE unable to provide performance and/or payment bonds.
  - b. Rejection of reasonable proposal based on price.
  - c. M/WBE would not agree to perform items of work at the unit proposal 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 Proposal under such headings "Items Subcontractible to M/WBE firms".
12. The demonstration of good faith efforts by the Contractor must, in the end, prove the Contractor had actively and aggressively sought out M/WBEs to participate in the project.
13. The information provided will be evaluated to determine if the successful Contractor is responsive. All the information provided must be accurate and complete in every detail. The successful Contractor'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/or review actions, statements, and documents submitted by any Contractor, subcontractor, or MBE/WBE.
- K. Reporting Requirement:
- The Contractor will submit quarterly reports on MBE/WBE involvement to the City of St. Louis Airport Authority BDD Office. Actual payments to MBEs/WBEs will be verified. These reports will be required until all MBE/WBE subcontracting activity is complete or the MBE/WBE goal has been achieved.
- 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 will comply with provisions regarding Contractor and subcontractor relationships.

31. **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.

## 32. 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 Contractor hereby warrants, represents, stipulates, and agrees to strictly comply with these measures beginning on the Commencement Date of this Agreement:

1. **Minimum Compensation:** Contractor 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 Contractor 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:** Contractor 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 Contractor'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:** Contractor 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 Contractor's employees, in a prominent place in a communal area of each worksite covered by this Agreement.
4. **Subcontractors:** Contractor 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. Contractor 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, Contractor 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 Contractor'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:** Contractor shall provide the Annual Reports and attachments required by the Ordinance and Regulations.
7. **Penalties:** Contractor 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:** Contractor acknowledges receipt of a copy of the Ordinance and Regulations.

**33. UNIFORMS**

Contractor will be responsible for providing uniforms and name tags for all Contractor staff at the Airport to include any subcontract staff members. Uniforms and other attire provided by the Contractor to its staff at the Airport must be approved by the Manager in advance of performing services pursuant to this Agreement.

**34. 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:

Ron 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:

Wes Goode  
Vanderlande Industries, Inc.  
1975 West Oak Circle  
Marietta, Georgia 30062



The City or Contractor 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 Contractor or the Airport Director.

### **35. WARRANTIES AND INSPECTIONS**

- A. Contract warrants that the goods and services provided by Contractor to City under this Agreement will be free from defects in material and workmanship for the term of this Agreement and one (1) year thereafter ("**Warranty Period**"). During the Warranty Period, Contractor shall replace or repair faulty or defective goods and re-perform faulty, defective, insufficient or inadequate services. This Warranty Period obligation by Contractor is conditioned upon receipt by Contractor of written notice of the claimed defect from City within thirty (30) days of City's discovery of the faulty or defective goods or the insufficient or inadequate services, including a description of such goods or services. In the event of a claim for faulty or defective goods, Contractor will have the right to inspect such goods at City's facility.
- B. City acknowledges and agrees that goods and services provided by third party suppliers are not warranted by Contractor; provide, however, Contractor will cause goods and services provided by a third party supplier to include the standard warranty provided by the third party supplier, and the Contractor shall immediately assign such warranty to City upon receipt thereof.
- C. The Manager will at all times have free access to the work, as well as the parts, equipment, and shops of the Contractor for the purpose of determining Contractor's compliance with the Provisions of the Agreement. The Manager may perform periodic inspections of the work as outlined in the Agreement to determine that services performed by the Contractor meet with required standards.

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

VANDERLANDE INDUSTRIES, INC.

ATTEST:

BY: [Signature] 9-29-15  
Date

BY: [Signature] 9-29-15  
Date

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

The foregoing Agreement was approved on this 7th day of October, 2015,  
by the Airport Commission.

BY: [Signature] 10/23/15 [Signature]  
Director of Airports Date

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its  
meeting on November 18, 2015.

BY: [Signature] 11-18-15  
Secretary Date  
Board of Estimate & Apportionment

APPROVED AS TO FORM BY:

[Signature] 10/26/15  
City Counselor Date

COUNTERSIGNED BY:

[Signature]  
Comptroller Date

ATTESTED TO BY:

[Signature] DEC 17 2015  
Register Date

COMPTROLLER'S OFFICE  
DOCUMENT NUMBER 69321

[Signature]

**Exhibit A**

**Affidavit  
(Missouri Unauthorized Aliens Law)**

Confidential  
garvinm@stlouis-mo.gov  
2020-01-15 17:38:38 +0000

STATE OF Georgia )  
COUNTY OF Cobb )SS.

**AFFIDAVIT**

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

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

I am the HR Director (Position/Title) of Vanderlande (Contractor).

I have the legal authority to make the following assertions:

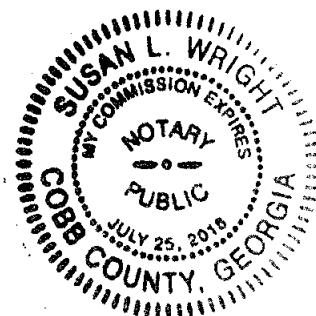
1. Vanderlande (Contractor) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with St. Louis Airport Authority (the "Agreement"), as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, Vanderlande (Contractor) does not knowingly employ any person who is an unauthorized alien in connection with the Agreement.

Helene M. Obst  
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 6 day of June, 2015

Susan L. Wright  
Notary Public

My Commission Expires: 7/25/2018



**Exhibit B**  

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**ST. LOUIS LIVING WAGE ORDINANCE**  

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**LIVING WAGE ADJUSTMENT BULLETIN**  

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**NOTICE OF ST. LOUIS LIVING WAGE RATES**  
**EFFECTIVE APRIL 1, 2015**

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 **\$12.56** 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 **\$16.58** 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: **\$4.02** 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, 2015**. 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.mwdbe.org> or obtained from:

City Compliance Official  
Lambert-St. Louis International Airport  
Certification and Compliance Office  
P.O. Box 10212  
St. Louis, Mo 63145  
(314) 426-8111

Dated: February 2, 2015

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**Exhibit C**

**Statement Of Work For Operation And Maintenance  
Of The Airport Baggage Handling System**

Confidential  
garvinm@stlouis-mo.gov  
2020-01-15 17:38:38 +0000

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## 1. INTRODUCTION

The City recently installed new Outbound Baggage Handling Systems and Checked Baggage Inspection Systems (“CBIS”) in both Terminal 1 and 2. This SOW includes minimum operational, maintenance and repair services required to be performed on these two (2) new Outbound systems, the Inbound systems for both Terminal 1 and 2, and the Customs Inbound system, collectively the BHS.

## 2. DESCRIPTION OF SYSTEMS

### A. Terminal 1 Outbound System

The Terminal 1 Outbound System consists of a single mainline which collects baggage by 45 degree merges from five (5) ticket counters and one (1) curbside takeaway conveyor on the Ticketing Level, passing through the Concourse Level to the Apron Level and routes into the screening matrix. As baggage enters the matrix it passes through an ATR for tracking. The Terminal 1 matrix has a 2 and 1 CTX 9800 configuration. One (1) transfer belt merges into the cleared line as it leaves the CBRA. The cleared line feeds through an ATR and out to a Manual Encoding Area and on to five (5) Makeup Units, via high speed diverters, sorting by IATA Coded Bag Tags.

### B. Terminal 2 Outbound System

The Terminal 2 Outbound System consists of a single mainline which collects baggage by 45 degree merges from two (2) ticket counters and two (2) curbside takeaway conveyors on the Ticketing Level, passing through to the Apron Level and routes into the screening matrix. As baggage enters the matrix it passes through an ATR for tracking. The Terminal 2 matrix has a 2 and 1 CTX 9800 configuration. The cleared line feeds through another ATR and then on to two (2) Makeup Units, via high speed diverters, sorting by IATA Coded Bag Tags. Terminal 2 does not have a Manual Encoding Station.

### C. Terminal 1 Inbound System

The Terminal 1 Inbound System consists of six (6) takeaway conveyors on the Apron Level feeding to six (6) carousels on the Concourse Level and two (2) oversize takeaway conveyors on the Apron Level feeding direct to two (2) laydown belts on the Concourse Level.

### D. Terminal 2 Inbound System

The Terminal 2 Inbound System consists of two (2) takeaway conveyors on the Apron Level feeding direct to two (2) carousels on the Apron Level and one (1) oversize takeaway conveyor on the Apron Level feeding direct to one (1) laydown belt on the Apron Level.

### E. Concourse E Inbound Customs System



The Concourse E Inbound Customs System consist of one (1) take away belt on the Apron Level feeding one (1) carousel inside the Customs FIS Area on the Apron Level.

F. The base services under this SOW require the operation, maintenance and repair of the entire Airport BHS.

G. It is the responsibility of the Operator to become familiar with the BHS and to provide the specified operation, maintenance and repair services on the existing and proposed systems, collectively the BHS. The enclosed drawings are intended to illustrate the BHS areas within the different levels of the Airport and the general outline of the conveyor system configuration.

### **3. SUMMARY OF WORK**

- A. This SOW requires 24 hours a day, 7 days a week operation, corrective and preventive maintenance services, with associated operational and maintenance reporting services for the BHS that shall be provided in accordance with industry standards, best commercial practices and assure a safe, efficient and practical operation and maintenance program, consistent with the intended design and usage of the respective BHS as acceptable to the City.
- B. The Operator shall provide all labor, materials, tools, supplies, lubricants, equipment, transportation personnel and supervision required for implementing the Airport Baggage Handling System Services that are required by this Agreement, including but not limited to all required testing and trouble-shooting of BHS equipment/components to determine and correct any fault conditions.
- C. The inventory of spare parts will be managed and maintained by the Operator. The Operator is responsible for documenting and notifying the Manager of all spare parts usage on a daily basis and request replenishment within a timely manner to ensure an adequate inventory of spare parts is maintained.
- D. Operator will perform an audit of current site operations, within ninety (90) days of the Commencement Date of this Agreement, to establish a baseline for Performance Measurements under this Agreement.

### **4. BASE SERVICES**

#### **A. Contractor Responsibilities**

##### **BHS Operation**

- Develop and provide the appropriate documentation and training to support all contracted operational facets of the BHS;

- Monitor BHS performance and coordinate planned BHS availability with baggage handling demand;
- Maintain a daily log of BHS events and required responses. This log shall be maintained within the CMMS system.
- Provide the appropriate corrective measures in reaction to BHS faults, failures or other situations where human intervention is required to sustain BHS performance;
- Respond to jams and failures occurring within the BHS in a manner to maintain control of the baggage and to most expeditiously keep baggage actively moving through the BHS. Faults and jams within the BHS must be cleared within three (3) minutes. If BHS jam or fault is anticipated to exceed five (5) minutes, Operator shall notify the Airport Operation Center of the situation. If a BHS jam or fault is anticipated to exceed ten (10) minutes, in addition to notifying the Airport Operation Center, Operator shall assign a supervisor to assess the situation and implement the appropriate contingency plan, as needed;
- Analyze and assess BHS performance through report and information analysis;
- Dispatch calls to designated resources for alerts to events in the BHS;
- Coordinate plans and activities between all parties as necessary to meet operational and systemic requirements for operating the BHS;
- Staff Manual Encoding Station as needed;
- Participate in meetings and coordinate with other parties as necessary to develop and maintain a comprehensive contingency plan in the event of system failures;
- Collect the baggage tubs from the baggage make-up and claim areas and return them to their designated locations for operational use and/or safe and proper storage/staging. Empty tubs must be returned / recirculated to the user airlines' ticket counter areas and inbound unload areas on a regular basis to maintain a sufficient supply of baggage tubs for the daily operations. Empty tub distribution and redistribution will be performed manually (using hand carts, freight/service elevators);
- Ensure that tubs are neatly and safely stacked at all load points (e.g., behind each check-in position in the Ticketing Lobby, Curbside buildings, at inbound load belts, transfer inputs, etc.) at or near the end of each operational day in preparation for the next operational day;
- Cooperate fully with airline baggage handlers so as not to impede their operations while collecting and/or redistributing baggage tubs;
- Investigate any untagged bags exiting matrix and comply with Airport Lost & Found procedures when appropriate;

### **BHS Maintenance**

- Develop and provide the appropriate schedules, documentation, training and tools necessary to support all contracted maintenance of the BHS;
- Inspect and note suspected and malfunctioning BHS components for the necessary maintenance activity;
- Maintain a clean BHS and surrounding areas around the BHS equipment and working space including conveyor chases;

- Clean inbound carousels free of debris, residue, stickers and fingerprints on a weekly basis;
- Conduct preventative maintenance on BHS based on the prescribed Preventative Maintenance schedule provided in O&M Manuals, where it is compatible with Original Equipment Manufacturers' (OEMs) recommended maintenance instructions and BHS performance measurements;
- Repair and/or replacement of non-warranty BHS components;
- Coordination with OEM's for all warranty and non-warranty repair and replacement work;
- Coordinate plans and activities between all parties as necessary to address operational and systemic requirements for maintaining the BHS;

#### **Management and Administration**

- Supervision and scheduling of all Operator resources in all aspects of the responsibilities and staffing levels outlined in the Agreement;
- Communications, coordinating and reporting between Airport, TSA, airlines and other impacted parties to minimize impact to day-to-day and irregular Airport operations;
- Establish daily tracking of operations performance against agreed upon targets described in the Performance Measurements Section 4.F of this Exhibit C;
- Timely and accurate entry of the CMMS information and use of reporting utilized to provide the services outlined in the Agreement;
- Maintain a stock room for spare parts, consumables and other equipment;
- Spare part stock levels will be validated by Operator through weekly cycle counts of critical spares and quarterly full inventory counts to be reconciled against CMMS balances. Operator will document and justify variances for Airport in order to determine accountability for replenishing stock levels;
- Establish a safety training program and provide routine safety training;
- Coordinate with Airport in the restocking of spare parts and consumables inventories;
- Initiate communications with Airport in regards to the ongoing assessment of the services and staffing requirements outlined within the Agreement.

#### **B. Employ Personnel**

1. Operator shall hire, pay, supervise and discharge all personnel necessary for the operation and maintenance of the BHS as described herein and for the performance of the services required pursuant to the Agreement. As of the Commencement Date Operator shall employ 26 full time equivalent employees to meet the terms of the Agreement.
2. Annually, the Operator shall present a proposed staffing plan to ensure maximum efficiency while meeting the performance measurements set in Section 4.F. At any time during the term of the Agreement, the staffing plan may be adjusted downward or upward at the discretion of the Director, in coordination with the Operator (See Section 4.H of this SOW, entitled "Minimum Staffing"). In the event the staffing plan is modified, Contractor

and City agree that the Annual Rates for Operations and Maintenance of Terminal 1 and Terminal 2 Baggage Handling Systems both Inbound and Outbound and Customs Inbound Baggage Handling System on Concourse E will be adjusted downward or upward based upon the hourly rates provided in Section 3 of the Agreement, entitled "Fees", reflecting any cost savings to the City or additional fees owed to the Contractor (See Section 3 of the Agreement, entitled "Fees").

3. Personnel must meet the requirements set forth in Section 6 of this SOW. Operator acknowledges and understands that personnel it hires or uses to carry out its obligations under the Agreement will in every instance for the term of the Agreement be considered the personnel of Operator and not of City. The salaries, wages and other compensation and fringe benefits (including, without limitation, worker's compensation and other insurance, employer's and employees' taxes, and vacation benefits) of such personnel shall be paid solely by Operator at its cost and expense. Additionally, at the expense of Operator, executive or supervisory personnel will oversee the performance of Operator's obligations under the Agreement and the general supervision, direction and control of personnel dedicated to the BHS in accordance with normal and prudent practices in the operations/maintenance management industry applicable to the BHS.
4. Operator shall use due care in hiring all personnel. Operator shall comply with all laws and regulations relating to its personnel, including but not limited to all licensing, certification and credentialing requirements and withholding obligations related to the payment of income or social security taxes, unemployment insurance and similar items.
5. The Operator shall cause its personnel's appearance to be clean, neat, in corporate uniform and shall cause their conduct to be courteous and customer service oriented (See Section 25 of the Agreement, entitled "Customer Service"). Personnel must be trained and certified in accordance with all requirements of any applicable laws, ordinances, regulations and codes of any federal (including the TSA and the FAA), state, county, municipal, local or other governmental authority having jurisdiction over the Airport or the BHS (hereinafter, referred to as "**Governmental Agencies**" or "**Governmental Agency**") to perform the Operation and Maintenance of Airport Baggage Handling System Services under the Agreement in a safe and professional manner. The Operator shall additionally ensure personnel are trained and certified in accordance with all requirements of the City. Personnel must conspicuously display a SIDA badge. Personnel shall, while on duty, not sleep or be under the influence of illegal drugs or alcohol.
6. Operator must ensure that personnel meet the following requirements: (a) be eighteen (18) years of age or older; (b) be United States citizens or possess the necessary authority from the U.S. Citizenship and Immigration Services

(formerly, the Immigration and Naturalization Service) to be employed in the United States; (c) have good oral communication and human relations skills; (d) be in good mental and physical health (including correctable eyesight to 20/20, hearing, sense of smell, and mobility, so as to perform their job responsibilities); (e) possess the ability to communicate effectively in the English language; (f) be able to obtain a current valid Airport SIDA Badge to access all areas of the Airport necessary to comply with all Provisions of the Agreement and (g) be able to obtain, and throughout the term of the Agreement maintain, all required licenses, certifications and credentials necessary to perform the Operation and Maintenance of Airport Baggage Handling System Services.

7. Operator agrees that upon request by City, Operator will remove from service personnel who displays improper conduct, is deemed not qualified or necessary to perform the work assigned or otherwise does not meet the requirements of the Agreement.

#### C. Training

1. Operator shall coordinate all necessary initial and recurrent training of personnel who will perform Operation and Maintenance of Airport Baggage Handling System Services pursuant to the Agreement. Before being assigned to perform these services, all Personnel must have received appropriate training to enable them to perform the Operation and Maintenance of Airport Baggage Handling System Services under the Agreement, and City, at its election, will have the right to participate in such training. Training will be conducted in compliance with all reasonable requirements of City and Governmental Agencies. At a minimum there must be two personnel on Operator's staff that have maintenance certifications from Allen Bradley and a minimum of three (3) years of experience. Such personnel must be able to connect to the BHS and use ladder logic to troubleshoot and find any and all faulty components, force or toggle bits to enable the BHS to operate in a degraded situation, and load PLC, panel views, VFDs, and/or other pieces that require loading specific code or parameters. Also these personnel must have working knowledge and troubleshooting expertise regarding Allen Bradley PLC networks, such as Device Net, Control Net, HSD Servos, and Ethernet IP, as well as knowledge of all PLC interfaces between ATR's, EDS machines and BHS Server Applications.
2. For any specialty equipment (including, but not limited to, PORTEC power curves, SIEMENS HSDs and VSUs, carousels, SICK ATRs, etc.) the Operator must have a minimum of two (2) personnel certificate trained by the applicable manufacturer to maintain the BHS. This knowledge and training must be shared by Operator with the remainder of Operator's personnel performing Operation and Maintenance of Airport Baggage Handling System Services on a limited basis so as not to jeopardize the integrity of the BHS controls. Operator shall maintain complete and accurate training

and records relating to personnel, as required by City pursuant to Section 4.C hereunder and any applicable requirements of Governmental Agencies.

3. At no additional cost to City, Operator agrees to provide lockout/tag out training and appropriate forms for documentation. All personnel must have their own assigned locks and must have their locks when responding to jams, faults, or trouble calls.

#### D. Records and Audit

The Operator shall keep and maintain such records and reports as are necessary for the City to determine compliance with the obligations of the Agreement. Such records must be maintained by the Contractor for at least three (3) years after the expiration or termination of the Agreement. The City reserves the right to investigate, audit, and review, upon written request, such records and documents, in order to determine compliance with the Agreement (See Section 31 of the Agreement, entitled "Right To Audit Clause").

#### E. Repairs and Maintenance

1. Operator shall keep the BHS, including BHS rights-of-ways and lighting, in good condition and operating at a standard and level of performance similar to the standard and level of performance demonstrated at BHS's acceptance. Operator shall perform required maintenance as part of the Operation and Maintenance of Airport Baggage Handling System Services set forth in this Agreement. Operator shall meticulously inspect the BHS a minimum of one (1) time per day to determine needed repairs and maintenance and shall ensure that all necessary warranty repairs (subject to the limitations provided for in this Exhibit C) are made. All repairs, maintenance, replacements, substitutions, improvements and additions to the BHS not covered as part of the Operation and Maintenance of Airport Baggage Handling System Services and which are not deemed warranty items shall be undertaken or made by Operator only after securing City's prior written approval, except as otherwise provided below (with respect to emergency actions), and charged based on the hourly rates as agreed to by City (See Sections 3 and 4 of the Agreement, entitled "Fees" and "Extra Work", respectively). Operator shall give prompt notice to City of any emergency situation necessitating an immediate repair or alteration (i.e., a repair or alteration necessary to prevent damage to the BHS) and shall make reasonable efforts to secure City's written approval prior to proceeding with such repair or alteration. However, in the event that City's prior written consent cannot be obtained in a timely manner in such emergency situation, Operator will be authorized to use its reasonable judgment regarding the need to perform such alteration or repair; provided, in such event Operator shall notify City of any such emergency repairs or alterations made by the end of the business day on which such emergency situation occurred and City, in its sole and absolute discretion, will have the final opportunity to review and determine if emergency repairs or alterations

were warranted. If, and only if, City determines such emergency repairs or alterations were warranted, Operator shall provide to City invoices reflecting the expenses of such emergency repairs or alterations for City's review and approval. It is understood that any action taken by Operator under this Section in connection with any particular emergency situation will not create precedent or a duty on the part of either party to take any action in connection with any future event.

2. Upon the commencement of the Agreement, the Operator shall review the existing O&M Manuals for all the various maintained systems within the BHS and generate a single comprehensive Inspection and Preventive Maintenance Program ("IPMP") which defines the tasks (e.g., inspection, test, replacement) and intervals (e.g. daily, weekly, monthly, quarterly, annually) for each type of equipment (e.g.; conveyor, turn, diverter, motor control panel) and general tasks (e.g.; 'end of day walkthrough', cleaning). The IPMP must be submitted to the City for review and approval. If the performance requirements are not met against the specified criteria, the Operator shall adjust the IPMP to decrease inspection intervals and increase Preventive Maintenance as needed without additional cost to the City.
3. All out of service events shall be communicated to the City in advance for approval, whenever possible. The Operator shall, at the beginning of each shift, notify the Manager of previously City approved "Shift Activities" via e-mail of all units that the Operator intends to remove from service for Preventive Maintenance. The Operator shall include unit number, unit type, location, reason for unit being out of service, and estimated duration of outage.
4. Airport Complaints and Defect Notices: Operator shall notify City promptly of: (a) any notice of violation received by Operator from a Governmental Agency; (b) any defect in the BHS known to Operator; and (c) any fire or other damage to the BHS of which Operator is aware. City agrees to notify Operator of: (a) any complaints or any alleged default of Operator in connection with Operator's Operation and Maintenance of Airport Baggage Handling System Services that are received by City including any notice of violation from a Governmental Agency; (b) any defect in the BHS known to City; and (c) any fire or other damage to the BHS of which City is aware.
5. Notices of Claim of Injury or Damage: Operator shall notify City (and any insurer of City upon City's request or any insurer of the BHS if required by the City) immediately following any incident related to the BHS. Such incidents include but will not be limited to any actual or alleged personal injury related to the BHS or any actual or alleged damage to the BHS or other property. Operator shall promptly forward to City within a reasonable time after Operator's receipt thereof, any summons, subpoena, or legal document

served upon Operator relating to actual or alleged potential liability of City or Operator related to the BHS.

#### F. Performance Measurements

Operator shall provide its goods and services in accordance with the "Performance Measurements" as set forth in this Section of the SOW. If City notifies Operator in writing of any specific non-performance issue, Operator and representative(s) from City will meet to discuss these issues, and Operator will have one (1) business day from said meeting to respond to City in writing with a recommended cure. Following City's agreement to the recommended cure, Operator will then correct any non-performance issue within three (3) calendar days contingent upon availability of parts. Should Operator fail to attempt to correct such non-performance issue, Operator's actions will constitute a material breach of the Agreement. The following service measurements will serve as the basis for City's evaluation of Operator's performance against the Agreement. In each case, Operator will not be responsible for deficiencies in meeting these service measurements due to elements outside of their control as determined by City by its sole but reasonable discretion.

Operator is expected, at a minimum, to meet all following service measurements:

1. Maintain the BHS to achieve the TSA certified baggage throughput of 720 bags per hour, per CTX 9800 machine, at a minimum.
2. Maintain the BHS to meet minimum BHS availability of 99.0%.
3. Maintain the BHS in such a manner as to achieve sortation accuracy of no less than 95.0% of the scanned baggage as applicable.
4. Maintain the BHS in such a manner as to achieve BHS baggage tracking accuracy of 98.0% within the CBIS screening matrix.
5. In response to baggage jams, maintain a response time three (3) minutes or less on average with a maximum response time of no more than ten (10) minutes, but only under **extreme circumstances**. All claims of extreme circumstances will be reviewed, and a determination as to its reasonableness will be made by City in its sole discretion.
6. Maintain an accurate and timely system of record through the CMMS using the Airport's CMMS system "City Works" for the tracking of work orders (statistics and supporting information), spare parts inventory, and Operator's labor.
7. Maintain the required quantities of recommended spare parts onsite and available for use.
8. Assume responsibility for the accuracy of spare parts inventory balances tracked between the CMMS system and physical stock on hand.
9. Serve as primary coordination point between TSA, City, any OEM's involved and Operator staff for regular and irregular BHS operations (including all repair work under the Agreement) so as to minimize effort and costs to City.



10. Provide timely and accurate reporting of BHS and operational performance information based on these performance measurements.
11. Provide solutions to address deficiencies in performance metrics within and outside of their control.
12. Meet contractual commitments for staffing levels, equipment and materials included in the value of the Agreement.
13. Adhere to Airport standard operating procedure for O&M practices and procedures supported through the CMMS system.
14. Complete PM and CM work orders on time 95.0% of the time.
15. Maintain BHS so that there are not more than 3 EM work orders per quarter.

**(Not an inclusive list)**

BHS Availability for Outbound System for Terminal 1 and Terminal 2 is defined as follows:

- 1) The Operator shall dutifully meet or exceed the performance requirements described in this Section, as calculated on a weekly basis, and reported to the City on a monthly basis with backup documentation.
- 2) The BHS has been designed to achieve and maintain specified rates. The Operator must operate and maintain the BHS at all times to continuously achieve these rates.
- 3) Reliability of each subsystem of the BHS (“Subsystem”) will be measured in terms of “Subsystem Availability” (“SA”) of each Subsystem. Availability of each Subsystem is determined from the definitions and formula contained in this section.
- 4) A failure is defined as any malfunction of a Subsystem assembly or subassembly which stops normal operations. A failure will be charged against only one Subsystem which causes the failure. The following will not be deemed failures:
  - a) Malfunctions due to causes outside the Subsystem such as sabotage, general power outage, etc.
  - b) Malfunctions due to baggage jams not caused by failure of a Subsystem component, assembly or subassembly.
  - c) Malfunctions due to products or services outside the control of the Operator.
  - d) Damage from vehicle traffic such as tugs, carts, etc.
  - e) Incipient failures which are detected and repaired without affecting normal operation of the Subsystem.
  - f) Malfunction of one of a redundant computer pair where the repair time does not affect normal operation of the system or Subsystem.
  - g) Malfunction of a portion of the Subsystem that degrades but does not completely stop operation.
  - h) Malfunction of any EDS device in the BHS .
  - i) Malfunction due to poor printing or mis-printing of airline baggage tag labels.

- 5) Scheduled Operating Time ("ST"): The scheduled time that the Subsystem is available for baggage processing (normal 20 hours per day).
- 6) Repair Time ("RT"): The interval of time between initiation of repairs and return of the Subsystem to operation.
- 7) Subsystem Availability ("SA<sub>n</sub>"): Subsystem availability is defined as follows:  

$$\text{Subsystem SA}_1 = \frac{ST - RT}{ST}$$
 (n = Subsystem number)
- 8) BHS Availability (A): BHS availability is defined as follows:  

$$\text{BHS Availability A} = \frac{SA_1 + SA_2 + SA_3 + \dots + SA_N}{N}$$
 (N = total number of Subsystems)

The Operator shall maintain all tracking devices (encoders, programmable logic controllers, etc.) in such proper condition to achieve continuous tracking accuracy. Tracking accuracy is defined as the BHS's ability to identify and control the location of the baggage from the point of encoding to the correct output. The intent of this requirement is to ensure BHS transit times are met and the baggage is correctly delivered in a timely fashion.

#### G. Computer Software and Hardware

1. Operator shall enter into a service agreement with BCS Group (Telephone #: +64 9 414 1350, Fax #: +64 9 414 1355; Address: PO Box 302 320, Unit F, 7 Orbit Drive, Albany, Auckland 0632, New Zealand) for maintenance of BHS servers and operating system (See Section 28.0 of the Agreement, entitled "Assignment and Subcontracting"). Service agreement shall ensure a 24/7 immediate response via remote support (dial-in, VPN or similar solution) to assist the Operator to return the BHS to a fully on-line state in the shortest possible time frame. Service agreement shall include updates necessary to insure control system operation meets TSA/City mandates.
2. Operator is responsible for licenses, including renewals, for any computer software or hardware supplied by City or a third party contracted by City and used in the BHS. This will not include the CMMS "City Works" software used for the operation and maintenance of the BHS.
3. Operator shall not cause any warranty, on computer software and hardware provided by City, to be voided due to damage, misuse, abuse or neglect. Operator shall not jeopardize computer hardware or software because computer software or hardware has been improperly applied, installed, adjusted, operated, maintained, repaired, modified, changed or altered. Operator and BSC Group shall notify City of any necessary software and/or firmware patches and/or upgrades. City shall purchase recommended

software or hardware upgrades once the upgrade is determined to be necessary. A full back-up of the BHS servers shall be performed prior to ANY application of a software and/or firmware patch and/or upgrade.

4. The Operator shall provide evidence of agreements with BCS Group prior to commencing the work under the Agreement and shall maintain these agreements (or replace the agreements with new agreements without loss of coverage for any duration of time) for the duration of this Agreement. Upon request by the City, the Operator shall provide evidence that the agreements are in place and active.

#### H. Minimum Staffing

Upon the Commencement Date and during the term of the Agreement, Operator shall provide staffing of personnel as needed to meet the terms of the Agreement and in accordance with this SOW unless otherwise instructed by City and agreed to by Operator. Contractor agrees to assign a Site Manager as a full-time employee dedicated solely to the Airport. The Site Manager must be on-call 365 days per year, 7 days a week and 24 hours a day. In the event the Site Manager assigned to the Airport is not available to be on-call, the Contractor must provide an alternate Site Manager who has been pre-approved by the City and can provide the required level of service. When on site at the Airport, the Site Manager may also fulfill the Shift Supervisor minimum staffing requirement as set out below.

Except as noted above, the following staffing positions are required to be on-site at the Airport pursuant to the staffing plan agreed to by the parties. At any time during the term of the Agreement, the staffing plan may be adjusted downward or upward at the discretion of the Director, in coordination with the Operator (See Section 4.B of this SOW, entitled "Employ Personnel").

Shift Supervisor,  
Shift Tech II,  
Shift Mechanics.

Additionally, Operator shall also provide week long (5 consecutive days) visits no less than one time each quarter for the term of the Agreement from the Operator's corporate Process Engineer. This person shall be responsible for surveying and inspecting the operations and maintenance of the entire BHS system on all three shifts. The Process Engineer shall review the BHS data from all locations and look for opportunities to improve system performance, efficiencies, reliability and contingency planning. After each quarterly visit, a meeting with the Operator and City will be held to review a detailed report outlining the Process Engineer's findings and recommendations. Further, Operator shall provide an Office Manager to provide added support to the BHS team. The Office Manager will be located on-site, and will be responsible for the M/WBE and Living Wage tracking, reporting and compliance, internal City site specific human resource support, drafting and generating reports, including but not limited to the usage and integration of CityWorks. In close coordination with the Site Manager and City representative, the Office Manager shall manage the spare parts inventory and contingency planning requirements.

#### I. Spare Parts Inventory

1. Operator is responsible for managing the spare parts inventory and managing and supplying the consumables for the term of the Agreement, with City's approval. The parties agree that the spare parts level is currently, and shall remain, at the maximum level set forth in CMMS, unless otherwise agreed to in writing by City and Operator. Operator is responsible for maintaining the onsite quantity of spare parts and consumables and for making them available to support the performance requirements of the BHS. Failed parts covered under a manufacturer's warranty will be submitted to the appropriate manufacturer for reimbursement according to the appropriate manufacturer's warranty policy. Replacements of warranted parts will be placed into the spare parts inventory and warranty costs will be tracked and submitted for reimbursement from the manufacturer. Warranty labor costs that are reimbursed by the manufacturer will be reimbursed to City within thirty (30) days of receipt by Operator if such reimbursement is provided to Operator.
2. Operator shall maintain a directory of local 3rd party distributors for expediting parts. This list must be provided to and be approved by City.
3. Operator shall maintain inventoried parts emergency kits in each control room area with items deemed as critical to BHS operations (PE's, Encoders, etc.). Operator will make the assessment and decision of what parts will be maintain in the emergency kits.
4. A yearly allowance will be built into the Agreement for each of the three years of this project for the purchase of replacement parts that are used from the spare part inventory. Year One - \$50,000, Year Two - \$60,000 and Year Three - \$70,000 (See Section 5 of the Agreement, entitled "Fees").
5. Operator shall perform an audit of the spare parts inventory no earlier than one hundred twenty (120) days and no later than ninety (90) days prior to the expiration or earlier termination of this Agreement. Operator agrees to provide the audit results to City no later than sixty (60) days prior to the expiration or earlier termination of this Agreement.

#### J. Materials

1. With the exception of spare parts provided by City, Operator shall furnish all resources (i.e. supervision, labor, tools, materials, supplies and equipment) necessary to fulfill all the requirements and satisfactorily perform all the services described in this SOW in a safe, orderly, timely, efficient and workmanlike manner. The Operator shall provide any additional resources to fulfill the Agreement requirements at no additional cost to the City.

2. The Operator shall provide all safety equipment/devices, personal protective equipment and clothing as required for its workers.
3. The Operator shall provide and utilize on the job sites a digital camera and video recorder with date and time stamp capabilities to fulfill the requirements of this SOW.
4. The Operator shall be responsible for providing, at its sole expense, all materials, office supplies, furniture, fixed improvements and equipment it may require in the office space.

K. Contingency Planning.

Additional labor:

Operator shall enter into an agreement with a 3<sup>rd</sup> party contractor to provide SIDA Badged on call labor to assist Operator in moving bags during BHS failures to implement the appropriate contingency plan (See Section 28.0 of the Agreement, entitled "Assignment & Subcontracting"). City agrees that all labor costs by the third party contractor will be charged to an Additional Labor Support For Contingency Operation allowance associated with the supply of additional laborers and/or personnel (See Section 3.0 of the Agreement, entitled "Fees"). The Additional Labor Support For Contingency Operation will be capped at Twenty Thousand Dollars (\$20,000.00) per year for each contract year of the Agreement. The Operator shall be responsible for the coordination of this agreement as part of the Operator's Base Services. The Operator shall provide evidence of this agreement prior to commencing the work under the Agreement and shall maintain this agreement (or replace the agreement with a new agreement without loss of coverage for any duration of time) for the duration of this Contract. Upon request by the City, the Operator shall provide evidence that the agreements are in place and active. These agreements shall mandate a 10 minute response time for the additional labor to be on site. Work tickets for this additional labor must be signed off on by a designated Airport representative immediately following the resolution of the event.

Contingency Plan:

Operator shall present an approved and updated Contingency Plan within 60 of the agreement commencing. The plan will be drafted in close coordination with the City and the users. The Plan shall be updated at least every 6 months, or when conditions change.

L. Exclude Services

All items, finishes and components of the entire maintained BHS are covered by this SOW with the following exclusions.

1. Inspection, testing, maintenance, repair and replacement of fire detection and fire alarm systems including automatic fire sprinkler heads/guards, smoke/thermal fire

detectors, and local and remote annunciation systems. However, the Operator shall coordinate and assist with any contractors performing repair work of the fire alarm, electrical, or security systems interfacing with the BHS.

2. Repair and/or replacement of primary electrical power service up to the Power Distribution Panels (“PDP”) for the outbound portion of the BHS and the Motor Control Panels (“MCP”) for the inbound portion of the BHS.
3. Repair and/or replacement of heating, ventilating and air conditioning systems or equipment.
4. Fire extinguishers.
5. Lighting in the BHS operational and technical areas.
6. TSA provided CBIS and CBRA equipment such as EDS machines and their servers, ETD machines and TSA provided furniture.
7. Flight Information Display Systems / Baggage Information Display Systems
8. Cleaning of public and/or operational areas with the exception of inbound carousels

## **5. General Requirements**

### **A. Safety**

1. All employees shall comply with all applicable Occupation Safety Health Administration (“OSHA”) and the City rules and practices, including directives issued by the Airport, FAA, TSA, and the City while on the job site.
2. The City reserves the right to inspect all areas for safety violations at its discretion, direct the Operator to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.
3. In the event that the City should elect to stop work because of any type of existing safety hazards after the Operator has been notified and provided ample time to correct, the Operator shall bear all costs for eliminating the hazard(s) and will not be granted compensation for the work stoppage. The Operator shall pay all additional expenses.
4. Aisles, passageways, alleyways, entrances, exits or rights-of-way to fire protection equipment must be kept unobstructed at all times.
5. The Operator shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the operation and maintenance of the

BHS. The Operator shall take all necessary precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to persons, properties, equipment and vehicles.

6. Damage caused by the Operator to any of the City's properties shall be repaired and have any needed replacements made to the satisfaction of the City at the expense of the Contractor. The City, at its sole direction, may elect to repair or replace the damaged property, and deduct such costs from monies due the Operator.
7. Prior to use of any products or materials, the Operator shall provide to the City the manufacturer's product data and literature and the Material Safety Data Sheets ("MSDS").
8. Operator will provide written instructions relating to the safe use of the equipment provided under this Agreement upon City request. These materials will include such items as manuals, safety instructions, posters, user instructions, etc. and Operator must have copies available for personnel on site.

#### B. Vehicles

The Operator shall provide a minimum of two (2) service vehicles, which must be equipped, licensed and insured (See Section 26.0 of the RFP, entitled "Insurance and Indemnification"). The service vehicles must be on site at all times throughout the duration of the Agreement. The service vehicles are required to transport materials and supplies, Operator's employees and tools to various equipment locations.

#### C. Communication Devices

City will provide communication devices (radios) for use by Operator's personnel to communicate internally and with Airport's Station contacts. These devices will be compatible with Airport's available communication infrastructure and must be maintained in good working condition or replaced at the Operator's expense.

#### D. Office Space

City agrees to provide Operator a reasonable amount of office space for managing the Operations and Maintenance of the BHS, at no cost to Operator.

#### E. Control & Monitoring Room

The Operator is responsible, at their cost, for the consolidation of the Control & Monitoring room from two Control rooms down to one Control Room.

The Operator is responsible, at their cost, to provide and maintain, a view only monitor of the Terminal 1 and 2 BHS in the Airport's Operations Communications Center.

#### F. CMMS

Operator will maintain the BHS via a CMMS ("City Works") provided by the City.

#### G. Quality Control Program

1. The Operator shall implement an effective quality control program. This program must ensure the Operator fulfills all the requirements of this SOW. This program must include but not be limited to all elements of the quality control program described in the Proposal submitted by the Operator in response to this RFP. A final quality control program must be provided by the Operator to the City no later than fifteen (15) days after commencement date of the Agreement.
2. This program shall include but not be limited to the following:
  - a. Responsibility for the day-to-day inspection and monitoring of all Operator work performed to ensure compliance with Agreement requirements.
  - b. A proactive management system based on using quality control inspections as a means of monitoring work performance to ensure services are being provided in accordance with the Agreement. The Operator shall have at least one (1) of the Operator's key personnel perform a quality control inspection for each shift and submit a copy of this report to the City weekly.
  - c. Description of how inspections, scheduled and unscheduled, are to be conducted.
  - d. Documentation, such as inspection forms and corrective action forms, to record inspections and corrective action performed.
  - e. A comprehensive training program ensuring a knowledgeable and efficient work force.
3. At various times, either scheduled or unscheduled, the City may accompany the Operator while an inspection is performed.
4. At all times during the Agreement period the Operator shall provide no less than the level of quality described in this SOW.
5. The Operator shall not remove damaged or failed parts from the Airport, until approved by the City.

#### H. City's Quality Assurance Surveillance Program ("QASP")

1. The maintenance services rendered under the Agreement are subject to City inspections, both during and after completion of work. The City's QASP is NOT a substitute for adequate and consistent quality control by the Operator.
2. The City has the right, at all times, to inspect services performed, Operator's workmanship and materials furnished/utilized in the performance of such services to the extent practicable. The City shall perform inspections, as it deems necessary, throughout the term of the Agreement. However, inspections and/or walk-throughs



must be conducted in a manner that will not unduly interrupt/delay the Operator's work.

3. The City has the right to arrange for a third party to conduct a condition assessment on the maintained equipment, to identify and analyze equipment failures.
4. If any of the services do not conform to Agreement requirements, the City may require the Operator to perform the services again in conformity with Agreement requirements, at no increase in Agreement amount. When defects in service cannot be corrected by performing the service again, the City may:
  - a. Require the Operator to take the necessary action to ensure that future performance conforms to Agreement.
  - b. Reduce the monthly payment to reflect the reduced value of the services performed. The City shall make a determination as to an appropriate sum of money that will approximately equate to the reduced service.
5. If, after having been directed by the City to correct an Agreement deficiency, the Operator fails to promptly perform the services again or fails to take the necessary action to ensure future performance is in conformity with Agreement requirements, the City may:
  - a. Perform the services (by contract or otherwise) and charge the Operator any cost incurred by the City directly related to the performance of such service.
  - b. Terminate the Agreement for default.
6. Typical City QASP methods include but are not limited to the following:
  - a. Review City's Night Inspector's Report.
  - b. Random City inspections of the facility.
  - c. CMMS Queries for status of open CM & PM work orders.

#### I. Communication And Coordination With City And Airlines

The Operator shall maintain an effective Communication and Coordination Policy with the City, the airlines and the TSA utilizing email, telephones, faxes, pagers and the like to ensure the City, the airlines and the TSA are kept abreast of current equipment status, planned outages, injuries, vandalism and the like, for the duration of the Agreement. The City shall be included in all communications to the airlines, TSA and any other governmental or non-governmental entities regarding the operation and maintenance of the BHS.

#### J. Accidents

The Operator shall be responsible for promptly notifying the Manager of all accidents arising from the performance of this Agreement involving bodily injury to workers, building occupants, visitors, or other persons. The City will provide the necessary

information concerning whom to contact and the specific form of the follow-up written notice. Notifications regarding accidents involving bodily injury to workers, building occupants, visitors, or other persons must be provided to City within twenty-four (24) hours of the incident.

#### K. Delivery Of Supplies

The Operator shall schedule its own supply deliveries and shall arrange to have deliveries made to Terminal 1 Loading Dock or through Security Gate 17S. Spare part replacements must be delivered via Airport Material Maintenance (Central Stores).

#### L. Fire Prevention And Protection

1. Fire prevention and protection at the City's facilities property is essential. The City shall provide limited fire prevention equipment within the facilities. The availability of fire protection equipment provided by the City will not limit the Operator's responsibility or liability for maintaining a reliable fire prevention and protection program for its employees and the property serviced.
2. The Operator shall be knowledgeable of and provide adequate and appropriate training for all employees in the proper method of reporting a fire. All pertinent information regarding fire-reporting procedures may be obtained from the City.

#### M. Smoke Free Environment

The City's facilities are smoke free. The Operator and its employees shall adhere to the rules and regulations in regard to this facilities maintenance of a smoke free environment.

#### N. Lost And Found Property

The Operator shall turn in to the Airport Police Department all property found on the property immediately, any violations or disregard of the rules, regulations and/or policies may be cause for immediate termination.

#### O. Fixed Improvements And Operating Facilities

1. During the period of performance of the Agreement, title to the Fixed Improvements made by the Operator on the job sites shall remain with the City; "**Fixed improvements**" includes any improvements, fixtures, additions, annexations or alterations to the job sites or a portion thereof which cannot be removed or changed without material damage to, or destruction of, either itself or the job sites or a portion thereof. All Fixed Improvements on the job sites shall require the prior written approval of the City.
2. The Operator shall have no right during the term of this Agreement to demolish or remove, in whole or in part, any Fixed Improvements on the job sites except with the prior written consent of the City, which may, at the discretion of the City, be

conditioned on the obligation of the Operator to replace the same by a building structure or improvements, which shall be left in place and title to them shall transfer to the City unless otherwise acquired in writing by both the Operator and the City.

## **6. Personnel and Job Descriptions**

### **SITE MANAGER:**

Purpose: Provide leadership, management and direction to a maintenance team to achieve safety, quality, productivity, cost and Airport customer service goals and objectives. This person is required to be dedicated solely to the Airport. **When on site at the Airport, this person may also fulfill the Shift Supervisor minimum staffing requirement as provided for in Section 4.H.**

#### **Accountabilities:**

- Lead and set direction for mechanics to complete needed maintenance.
- Administer CMMS documentation for all maintenance work orders, PM's, parts inventory, and labor hours.
- Improve capability and capacity of maintenance personnel. Manage the personal development of all employees.
- Plan and manage resources to ensure the cost effective execution of maintenance.
- Train, manage and lead employee performance to insure continuous improvement.
- Coordinate and collaborate with other departments to solve problems as needed and set plans for meeting Airline's goals.
- Process administrative work that supports the process.
- Ensure a safe work environment for employees and ensure that safe work practices are utilized.
- Develop, maintain, and enforce site specific policies and procedures including but not limited to: Communication plans, safety plans, contingency plans, attendance, quality control of craftsmanship, inventory management, training requirements, PLC code control (per TSA's PGDS 4.2 guidelines).
- Maintain and keep all Airport BHS PLC and SERVER Licenses current. Licenses shall be tracked in the CMMS system.
- Maintain and administer 3<sup>rd</sup> Party service agreement with BCS Group. This agreement only pertains to the BHS Server, BHS Server/SCADA equipment, and software. This does not include PLC support.
- Assist Airport in administering the spare parts allowance and assist Airport with audits of spare parts inventory.
- Create and enforce employee mandatory tool lists
- Promote training initiatives
- Generate standard operating procedures.
- Conduct BHS failures root cause assessments.

- Conduct ongoing BHS Assessments
- Maintain current software licenses with Airport and vendors
- Track and administer BHS parts warranty program
- Provide written reports of any kind when requested by the City

**Core Competencies:**

- Coaching
- Problem Solving
- Process Management
- Recognizing
- Building Successful Cross Functional Relationships
- Asset and Resource Management

**Requirements:**

- Should have a thorough knowledge of the aviation industry operation.
- Should have knowledge of TSA Operations and familiar with TSA specification PGDS 4.2.
- Should have 1-3 years of supervisory or leadership experience.
- Experience in coaching, developing and training employees.
- Possesses an excellent working knowledge of the processes within Airport facilities.
- Must be flexible in shift work and able to work weekends.
- Shall have PLC (Programmable Logic Control) experience. Must be familiar with RSLOGIX 5000 Software Versions 13 thru 21.
- Previous experience in aviation, baggage handling systems and operations is required.
- Education and training in mechanical, electrical or engineering is required. A Bachelor degree is preferred or 5 years qualified equivalent experience.
- Must be an analytical problem solver and must have a strong background in troubleshooting machinery, both
- Mechanical and electrical.
- Must have technical training in mechanical, electrical or electronic discipline.
- Must have an excellent aptitude with Device Net, CNET, and ETHERIP PLC networking and troubleshooting.
- Must have good PC skills. Proficiency in Microsoft Word and Excel is required.
- The ability to work cross-functional lines and achieve beneficial change.
- Must have excellent safety record with a strong knowledge of OSHA, aviation, baggage handling and conveyor safety.
- Should have strong math and problem solving skills.
- Excellence in customer service.
- Driver License required.

**SHIFT SUPERVISOR:**

General Purpose:

Repairs and maintains machinery, mechanical equipment and electro-mechanical/ATR scanner systems used in baggage conveyor systems and other day-to-day activities with minimum of equipment down time. Enforce all safety policies and display leadership qualities.

**Responsibilities:**

- Troubleshoot, repairs and maintains machinery & mechanical equipment such as engines, motors, servos, electro-mechanical devices, SICK laser systems and software, baggage handling equipment and conveyor systems in accordance with diagrams, sketches, operations manuals and manufacturer's specifications using hand tools, power tools and precision measuring and testing instruments.
- Perform site Manager duties when necessary.
- Excellent leadership skills and decision skills.
- Knowledge of airline baggage operations.
- Administer CMMS for all maintenance work orders, PM's, parts inventory, and labor hours.
- Observes devices in operation and listens to their sounds to locate and diagnose causes of trouble.
- Dismantles devices to gain access to and remove defective parts using hoists or other lifting devices, hand tools and power tools.
- Examines form and tester of parts to detect imperfections. Inspects used parts to determine changes in functional aspects.
- Dimensional requirements using rules, calipers, micrometers and other measuring instruments.
- Adjusts functional parts of devices and control instruments using hand tools, level, plumb bobs and straightedges.
- Repairs or replaces defective parts using hand tools and power tools.
- Installs special functional and structural parts in devices using hand tools.
- Starts and operates devices to test their performance.
- Lubricates and cleans parts as well as provides manufacturer recommended maintenance to keep equipment running smoothly.
- Repairs electrical systems, including control systems.
- Possesses knowledge of PLC devices, networks, software and applications.
- Performs preventative, corrective, predictive and emergency maintenance, may require 24-hour availability for emergency response/support.
- Direct, train and supervise maintenance teams.
- Provide accurate and timely reports of maintenance issues at the site. Maintain records of repairs, time spent, part usage and other information for historical data. Initiate a root cause investigation on devices or equipment that resulted in system failures.
- Notifies management and schedules maintenance of any abnormalities, which may impair the proper functioning of the equipment before the equipment actually breaks down.
- May initiate purchase orders for parts and machines.
- Obtain parts, materials or supplies used for repair and maintenance from on-site stock, and return any unused supplies.
- May use cutting, brazing or welding equipment to repair sheet metal facings on conveyor systems or other such metal work.

- Must be regular in attendance at work locations during scheduled work hours.
- Must observe and comply with Operator, City, OSHA and FAA regulations regarding safety and security.
- Must comply with Lock-Out/Tag-Out procedures.
- Must comply will all personal protective equipment requirements.
- Must conduct weekly TOOLBOX SAFETY meetings with personal and maintain a record of compliance.
- Manage workload for shift ensuring that work is completed in a timely manner. Must be able to assess work priorities to meet operational goals (Emergency, Routine, Schedule, Preventative, etc.)
- Spot check work performed to ensure quality craftsmanship.
- Direct crew in degraded situations to ensure airline baggage operations continue while repairs are completed.
- Coordinate and implement contingency plans with maintenance personal, TSA, Airport , and airlines personnel.
- Communicate and coordinate with TSA, airlines and Airport during degraded situations to keep Airport informed and ensure that airline baggage operations continue.
- Enforce site specific policies and procedures.
- Performs other duties as assigned.
- Generate yearly performance appraisals
- Understands and able to generate all BHS reports.
- Excellence in customer service.

#### **Qualifications:**

- Associates degree in electronics or mechanical repair or related field or equivalent experience required.
- Minimum of 5 years of experience in mechanical or electrical maintenance required, required experience in baggage handling conveyor s and airlines operations.
- Ability to read and interpret manufacturer instructions regarding repair and maintenance of baggage conveyor systems.
- Ability to complete training and security checks required to receive security badge for access to restricted airport areas.
- Ability to complete ramp drivers training and receive security badge with driving privileges.
- Available to work scheduled shift(s), which may require work at night, weekends and holidays as required.
- Proficient with problem solving, math reasoning, verbal and written communications.
- Must have good PC skills. Proficiency in Microsoft Word and Excel is required.
- Must be detailed oriented.
- Driver License required.

#### **SHIFT TECH 1:**

Repairs and maintains machinery, mechanical equipment, electrical systems and devices within the BHS and other day-to-day activities with minimum of equipment down time.

**Responsibilities:**

- Troubleshoots, repairs and maintains machinery & electrical equipment such as motors, electrical circuits, SICK ATR systems, baggage handling equipment and conveyor systems in accordance with diagrams, electrical drawings, operational manuals and manufacturer's specifications using hand tools, power tools and precision measuring and testing instruments.
- Must have knowledge of PLC's and RSLOGIX 5000 software.
- Must have knowledge of PLC networking utilizing Device Net, CNET, and Ethernet IP and devices.
- Responsible for maintenance of calibration of precision measuring equipment and instruments per manufacturer's specifications. Maintain electrical specialty tools.
- Ability to troubleshoot/repair electrical circuits such as 480vac, 120vac, and 24vdc circuits.
- Ability to troubleshoot/repair network communication devices, interfaces, and communication cables.
- Strong knowledge and ability to set addresses for ETHERNET IP, CNET, and DEVICE NET Components.
- Strong knowledge and ability to troubleshoot and replace PLC processors, Remote I/O's, DeviceNet Gateways, CNET Adaptors, and all other applicable PLC hardware.
- Strong knowledge and ability using RSLOGIX 5000 Control Logix Software.
- Performs preventative maintenance of MDP, MCP, and DNET Repeater Enclosures.
- Knowledge of and capability to operate all BHS Equipment.
- Understands and able to Generate all BHS reports.
- Assist outside 3<sup>rd</sup> party contractor with BHS Server and SCADA software, component repair, and routine maintenance/upgrades.
- Observes devices in operation and listens to their sounds to locate and diagnose causes of trouble.
- Dismantles devices to gain access to and remove defective parts using hoists or other lifting devices, hand tools and power tools.
- Examines form and tester of parts to detect imperfections. Inspects used parts to determine changes in dimensional requirements using rules, calipers, micrometers and other measuring instruments.
- Adjusts functional parts of devices and control instruments using hand tools, level, plumb bobs and straightedges.
- Repairs or replaces defective parts using hand tools and power tools.
- Installs special functional and structural parts in devices using hand tools.
- Repairs electrical systems, including control systems.
- Performs preventative, corrective, predictive and emergency maintenance, may require 24-hour availability for emergency response/support.
- May use cutting, brazing or welding equipment to repair sheet metal facings on conveyor systems or other such metal work.
- Must be regular in attendance at work location during scheduled work hours.
- Must observe and comply with Operator, City, OSHA and FAA regulations regarding safety and security.

- Must comply with Lock-Out/Tag-Out procedures.
- Must comply with all personal protective equipment requirements.
- Perform other related duties as assigned, including clearing jam faults and assisting other mechanics/technicians with assigned tasks.
- Performs Shift Supervisor duties when necessary.
- Excellence in customer service.

**Qualifications:**

- Associates degree in electronics or mechanical repair or related field or equivalent experience preferred.
- Minimum of 2 years of experience in mechanical or electrical maintenance required. Experience in conveyor system maintenance and repair preferred.
- Ability to read and interpret manufacturer instructions regarding repair and maintenance of baggage conveyor systems.
- Available to work scheduled shift(s), which may require work at night, weekends and holidays as required.
- Proficient with problem solving, math reasoning, verbal and written communications.
- Ability to complete training and security checks required to receive security badge for access to restricted airport areas.
- Driver License required.
- Must be detailed oriented.

**SHIFT TECH 2:**

**General Purpose:**

Repairs and maintains machinery, mechanical equipment and belts used in baggage conveyor systems/ and other day-to-day activities with minimum of equipment down time. Enforce all safety policies and display leadership qualities. The Technician assumes a high level of responsibility, supporting the maintenance team. Technicians are fast learners and self-motivated, independent workers that have the ability to work under pressure and the willingness to work in varying conditions

**Responsibilities:**

- Performs preventative maintenance on all conveying equipment.
- Performs inspections required by all entities.
- Performs basic troubleshooting on electrical systems.
- Performs troubleshooting on all mechanical components and equipment.
- Test equipment for proper operation.
- Requires both shop and field work.
- Operating lift devices.
- Shift work and 24-hr on-call may be required.
- Must have knowledge of CMMS systems and complete proper paperwork as assigned.
- May use cutting, brazing or welding equipment to repair sheet metal facings on conveyor systems or other such metal work.



- Examines form and tester of parts to detect imperfections. Inspects used parts to determine changes in dimensional requirements using rules, calipers, micrometers and other measuring instruments.
- Maintain mechanical specialty tools.
- Must observe and comply with Operator, City, OSHA, TSA, and FAA regulations regarding safety and security.
- Must comply with Lock-Out/Tag-Out procedures.
- Excellence in customer service.

#### **Qualifications:**

- Requires understanding of electrical and mechanical drawings/prints.
- A strong mechanical aptitude.
- Requires good comprehensive skills interrupting maintenance manuals and manufacturer data.
- Associates degree in electronics or mechanical repair or related field or equivalent experience preferred.
- Minimum of 3 years' experience in mechanical or electrical maintenance required. Experience in conveyor systems or material handling equipment preferred.
- Ability to read and interpret manufacturer instructions regarding repair and maintenance of baggage conveyor systems.
- Available to work scheduled shift(s), which may require work at night, weekends and holidays as required.
- Proficient with problem solving, math reasoning, verbal and written communications.
- Ability to complete training and security checks required to receive security badge for access to restricted airport areas.
- Driver License required.
- Must be detailed oriented.

#### **SHIFT MECHANIC:**

##### **General Purpose:**

Assist Technicians with repairs and maintenance of machinery, mechanical equipment and belts used in baggage conveyor systems, and other day-to-day activities with minimum of equipment down time. Clearing baggage jams and faults as well as monitoring BHS and airline baggage operations.

##### **Responsibilities:**

- Assist Technicians with repairs of all BHS equipment.
- Monitor the BHS from the control rooms.
- Clear jams and respond to trouble calls in the BHS
- Monitor Airline and Airport operations.
- Preventative Maintenance of conveyors

- Inventory of parts
- Knowledge and operation of all equipment
- Operations of Manual Encode Station
- Good mechanical aptitude and comprehensive skills
- Able to follow instructions.
- Excellent Safety Practices.
- Generate/Close CMMS work orders and reports.
- Must comply with Lock-Out/Tag-Out procedures.
- Excellence in customer service.

### **Qualifications:**

- Requires understanding of electrical and mechanical drawings/prints.
- A strong mechanical aptitude.
- Excellent communication skills
- Requires good comprehensive skills interrupting maintenance manuals and manufacturer data.
- Associates degree in electronics or mechanical repair or related field or equivalent experience preferred.
- Minimum of 2 years' experience in mechanical or electrical maintenance required. Experience in conveyor systems or material handling equipment preferred.
- Ability to read and interpret manufacturer instructions regarding repair and maintenance of baggage conveyor systems.
- Available to work scheduled shift(s), which may require work at night, weekends and holidays as required.
- Proficient with problem solving, math reasoning, verbal and written communications.
- Ability to complete training and security checks required to receive security badge for access to restricted airport areas.
- Driver License required.
- Must be detailed oriented.

### **PROCESS ENGINEER:**

#### **General Purpose:**

Analyze performance of system, processes and maintenance activities on site, make reports, communicate performance, evaluate results and improve system, processes and maintenance activities.

#### **Responsibilities:**

- Develop, maintain and improve methods to gain and use relevant performance data.
- Analyze system, process and maintenance activity performance.
- Evaluate and propose recommendations to improve system, process and maintenance activity performance.

- Communicate performance status and improvement actions internally and with customer.

#### **Qualifications:**

- 2 years' experience with process improvement analysis in a material handling system environment.
- Middle technical education concerning process analysis.
- Some mechanical and control knowledge in order to evaluate the performance of the system.
- Experience with analyzing process flows.
- Process orientated.
- Analytical capabilities.
- Excellent verbal and oral skills in English language.

### **7. Reports, Meetings and Documentation**

#### **A. Reports**

Operator will provide Airport monthly operations, maintenance and BHS status reports including but not exclusive of the following.

1. Incident Reports will be submitted via email distribution within two (2) hours of incident for any BHS-related event causing notable disruption to Airport's operation including analysis of cause, effect and options for corrective actions. Root Cause Investigation documentation shall be submitted within 48 hours of the BHS failure.
2. BHS/EDS Performance Summary Report to be submitted weekly detailing problems and repairs for the previous week.
3. PM Reports will be provided to Airport as completed. The Operator's BHS Manager and the appropriate company representative of City will agree upon the final format and content for these reports prior to the start of the service agreement. Operator will be able to provide system status and information only where it is available through the system controls and operating system.
4. A Monthly PM Forecast Schedule will be provided to STL by the Operator.
5. A Monthly Inventory Spare Parts Report
6. The BHS Operator shall use the City CMMS program "City Works". The CMMS shall allow access by authorized STL personnel.

#### **B. Routine Meetings**

Monthly in person meetings will be held jointly between Manager and Operator. Manager and Operator will determine the agenda for the meetings which could include but not to the exclusion of the following:

1. Review previous uptime rates.
2. Review issues pertaining to Operator personnel, including staffing levels and overall performance.

3. Review Operator service processes.
4. Review housekeeping issues.
5. Suggestions for ways to improve uptime.
6. Suggestions for BHS enhancements.
7. Suggestions for increasing BHS throughput.
8. Forecast expectations of the BHS for the up-coming quarter.
9. Suggest areas for improvement.
10. Training issues.
11. Health and safety issues.
12. Parts inventory and consumables updates.

At the conclusion of each conference call or meeting, Operator will generate and update an action item list to be distributed and tracked between Airport and Operator.

### C. Contract Deliverables

1. The Operator shall be required to submit the following deliverables to Airport fifteen (15) business days prior to commencement date of the Agreement:
  - a) Preventative Maintenance program modifications
  - b) Names and emergency contact information for all local personnel
  - c) Quality Control plan and documentation
  - d) Safety plan and documentation
  - e) Management personnel notification
  - f) Copies of all executed subcontracts required pursuant to the Agreement
2. Twenty (20) business days after Agreement award:
  - a) Equipment condition verification/acceptance statement
  - b) Spare parts inventory verification/acceptance statement
3. Daily
  - a) Shift Activity notification
  - b) Equipment status notification
  - c) Baggage jam report
  - d) Incident reports
  - e) Outbound processed baggage report
  - f) Daily Log
4. Weekly
  - a) Quality Control inspection report
  - b) Maintenance Schedule
5. Monthly
  - a) PM schedule deviation report
  - b) BHS reset report
  - c) Work Order status report
  - d) BHS Availability report
  - e) Equipment data evaluation and trending reports
  - f) Terminal Bag Count by Airline reports
6. Quarterly
  - a) Process Engineer report

7. Annually
  - a) Hazardous Waste report for EPA/DNR
  - b) Critical parts inventory and usage reports
8. As Required
  - a) Product materials submittals (MSDS Sheets)
  - b) Vandalism reports and documentation
  - c) Resumes of all new personnel
  - d) Accident reports

**Note: the above list is not exhaustive; any required deliverable(s) mentioned throughout this SOW or the subsequent Agreement must be provided by the date and time provided.**

## **8. City Provided Resources**

As part of the Agreement, City agrees to provide Operator the following:

- A. Separate reasonable and secure workspaces for the Operator personnel plus adequate parts storage area. The Operator will be responsible for maintaining inventory and storage of all parts.
- B. A responsible onsite representative of City which shall be reasonably available during Operator's performance of the Operation and Maintenance of Airport Baggage Handling System Services.
- C. City will provide access to data gathered pertaining to the BHS, its error logs, and other critical reporting tools.
- D. Subject to availability and any required approval of the City, City will provide at least two (2) parking spaces, at no charge, in reasonable proximity to the job site.
- E. City will be responsible for all utility costs related to the BHS, including electric, phone, internet/data connection and HVAC; provided, however, that Operator shall use its best efforts to conserve electric and HVAC usage.

## **9. Contract Start Up**

- A. Contact Information For Operator Personnel  
The Operator shall identify and provide the City with a list of names and telephone numbers of its key personnel who shall be responsible for fulfilling all the requirements of this SOW fifteen (15) days prior to the Commencement Date and shall be updated when changes are made.
- B. Security Badging

Refer to the Agreement for Security Badging Requirements. Some personnel will require access to Customs FIS Area which requires additional steps to obtain. Operator will need to start badging process as soon as possible after contract is executed in order to be prepared on commencement date of the Agreement.

## **10. Contract Phase Out**

### **A. Maintenance Inspection**

1. Beginning on or about thirty (30) business days prior to the Agreement expiration or termination, City and/or its technical representative will thoroughly inspect the condition of all equipment covered by the Agreement to audit the level of maintenance and service work performed. All deficiencies found must be corrected by the Operator prior to the Agreement expiration date. If deficiencies have not been corrected by the Operator by that date, City will have the repairs performed by another vendor and the cost to perform the repairs shall be withheld from the Operator's last payment.
2. The Operator shall provide all necessary labor, equipment, materials, and technical expertise required to assist City in inspecting the BHS. The Operator shall thoroughly exercise all systems and demonstrate each feature and function.

### **B. Transitional Training**

1. Beginning on or about thirty (30) business days prior to the Agreement expiration or termination, the Operator shall initiate transition training of City's or successor personnel in the Operation and Maintenance of the BHS.
2. Transitional Training shall be comparable to training provided by the original equipment supplier, utilizing the OEM training manuals and materials.

### **C. City Provided Resources**

1. Upon expiration/termination of the Agreement, the Operator shall return to the City, in good condition, all City provided resources, computer hardware, communication devices, documentation, drawings, BHS O&M Manuals, and the like loaned by the City, according to an inventory of City provided equipment required under the Agreement.
2. Upon expiration/termination of the Agreement or discontinuance of employment of any of Operator personnel working in the Airport, all Airport keys, security badging and all other City identification shall be surrendered to the City with seven (7) days of the expiration/termination or the Agreement and within forty-eight (48) hours of the discontinuation of employment of any of Operator's personnel.

### **D. Records and Documentation**

Upon Agreement termination or the end of the Agreement period all records and documentation, including, but not limited to, As-built/Record drawings, BHS O&M Manuals, Preventive Maintenance Schedules, Preventive Maintenance Records, CMMS Information, Equipment History Data and the like shall remain the sole property of the City. All records shall be accurately kept and updated to the last day of the Contract.

## **11. Method of Payment**

### **Price**

Labor and "other cost for services" must not exceed the agreed upon amounts provided for in Section 3 of the Agreement, entitled "Fees", without prior approval in writing from City (See Sections 4 and 9 of the Agreement, entitled "Extra Work" and "Payments", respectively). Operator acknowledges and agrees that any exceedance of the negotiated pricing will be the sole responsibility of the Operator unless agreed otherwise by the City in writing prior to the occurrence of the invoiced item.

## **12. Appendices**

As Built Drawings  
Motor Manifest