



STL 10.0.0
1051595

CITY OF ST. LOUIS
SERVICE AGREEMENT FOR
TERMINAL 1 AND TERMINAL 2 CLEANING SERVICES
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT™

CONTRACT NO.: 73424

CONTRACT NOT-TO-EXCEED AMOUNT: \$7,388,359.68

CONTRACTOR: Regency Enterprises Services LLC
4455 Telegraph Road
Suite 160
St. Louis, Missouri 63129

FEDERAL I.D. 05 - 0598254

ESTIMATED ANNUAL ENCUMBRANCES:

FY 2019	\$4,068,480.00
FY 2020	\$3,319,879.68

CONTRACT AUTHORIZED BY:	ORDINANCE NO.	70768
	BUDGET ACCOUNT:	5638

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
ST. LOUIS, MISSOURI

CITY OF ST. LOUIS
SERVICE AGREEMENT FOR
TERMINAL 1 AND TERMINAL 2 CLEANING SERVICES
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

This Agreement, made and entered into this 5th day of September, 2018 ("**Agreement**"), by and between the City of St. Louis, a municipal corporation of the State of Missouri (the "**City**") and Regency Enterprises Services LLC ("**Contractor**").

WITNESSETH THAT:

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

WHEREAS, City seeks to contract with the Contractor for Terminal 1 and Terminal 2 Cleaning Services as more fully described herein.

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

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
APPENDIX "A"	
1.0 DEFINITIONS	5
2.0 SCOPE OF WORK	6
3.0 STAFFING	21
4.0 REQUIRED FULL-TIME EQUIVALENT STAFFING PLAN	21
5.0 QUALITY ASSURANCE	25
6.0 EXTRA WORK	25
7.0 TERM	26
8.0 ADMINISTRATIVE PROCEDURES	26
9.0 RULES AND REGULATIONS	28
10.0 REPAIR OF DAMAGE	29
11.0 PAYMENTS	29
12.0 NOTICE OF LOSS OR CLAIMS	31
13.0 REPLACEMENT OF PERSONNEL	32
14.0 PROHIBITED ACTS	32
15.0 RIGHT OF REVIEW	33
16.0 GOVERNING LAW AND FORUM SELECTION	33
17.0 WAIVERS OF LIEN	33
18.0 FACILITIES PROVIDED BY THE AIRPORT	34
19.0 PRECAUTIONARY MEASURES	34
20.0 STORAGE AND STAGING AREA	34
21.0 BADGING	34
22.0 UNIFORMS	35
23.0 PERFORMANCE & PAYMENT BOND	36
24.0 MISSOURI UNAUTHORIZED ALIENS LAW	36
25.0 GENERAL PROVISIONS	37
26.0 PREVAILING WAGE AND FRINGE BENEFITS	38
27.0 MEDIA INQUIRIES/ADVERTISING	38
28.0 CUSTOMER SERVICE	39
29.0 INSPECTIONS	40

30.0 FAILURE TO PERFORM	40
APPENDIX "B"	
1.0 INSURANCE AND INDEMNIFICATION	42
2.0 CANCELLATION	43
3.0 ASSIGNMENT AND SUBCONTRACTING	44
4.0 AFFIRMATIVE ACTION PROGRAM AND NON-DISCRIMINATION	46
5.0 MBE/WBE PARTICIPATION	47
6.0 RIGHT TO AUDIT CLAUSE	53
7.0 CIVIL RIGHTS GENERAL PROVISIONS	54
8.0 CIVIL RIGHTS AND NON-DISCRIMINATION PROVISIONS	54
9.0 FEDERAL FAIR LABOR STANDARDS ACT PROVISION	57
10.0 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970	57
11.0 SEISMIC SAFETY	57
12.0 DISTRACTED DRIVING	58
13.0 CLEAN AIR AND WATER POLLUTION CONTROL	58
14.0 LIVING WAGE	58
15.0 NOTICE PROVISION	59
APPENDIX "C"	
RATES FOR TERMINAL 1 AND TERMINAL 2 CLEANING SERVICES	61
ATTACHMENTS/FORMS	
EXHIBIT "A"	63
Missouri Unauthorized Aliens Law Affidavit	
EXHIBIT "B"	65
Living Wage Bulletin	
EXHIBIT "C"	66
Airport Supplied Equipment	
EXHIBIT "D"	68
Airport Supplied Products	
EXHIBIT "E"	70
Staffing Guidelines and Requirements	
EXHIBIT "F"	86
Scope of Work Exhibits (Maps)	

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

APPENDIX "A"

**TECHNICAL SPECIFICATIONS
(TERMINAL 1 AND TERMINAL 2 CLEANING SERVICES)**

1. DEFINITIONS

The following terms and definitions are used in this solicitation:

- A. **"Agreement"** means this Agreement between The City of St. Louis and Regency Enterprises Services LLC.
- B. **"Airport"** means the property owned by The City at St. Louis Lambert International Airport.
- C. **"Airport Representative"** means the Airport Construction & Maintenance Manager or his/her authorized or designated representative.
- D. **"City"** means The City of St. Louis, owner and operator of St. Louis Lambert International Airport.
- E. **"Commencement Date"** means the date the term of this Agreement begins which is September 1, 2018, as provided for in Appendix A, Section 7.
- F. **"Contractor"** means Regency Enterprises Services LLC.
- G. **"days"** means consecutive calendar days unless otherwise expressly stated.
- H. **"Director"** means the Director of Airports of The City of St. Louis or his/her authorized representatives or designated representative.
- I. **"Expiration Date"** means the date the term of this Agreement ends which is on February 28, 2020, as provided for in Appendix A, Section 7.
- J. **"Extras"** means additional service work or modifications, additions, or extras ordered in writing by the Director, as more fully described in Appendix A, Section 6 entitled "Extra Work."
- K. **"Holiday"** means New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

- L. **"Monthly Service Charge"** means the Monthly Service Charge for each bid item as more fully defined and provided for in Appendix A, Section 11.C and Appendix C of this Agreement.
- M. **"Provision"** means the terms, covenants, conditions, warranties, and provisions of this Agreement.
- N. **"Required Full Time Equivalent Staffing"** or **"Required FTE Staffing"** means the Required Full Time Equivalent Staffing level for each bid item, as more fully defined in Appendix A, Sections 2.F and 4 of this Agreement.
- O. **"Terminal 1" or "T1"** means or includes Terminal 1 Public Areas and Terminal 1 Concourses A and C and other Terminal 1 areas as assigned.
- P. **"Terminal 2" or "T2"** means or includes Terminal 2 Public Areas and Terminal 2 Concourse, Customs Area and other Terminal 2 areas as assigned.

2. **SCOPE OF WORK**

- A. The Contractor agrees to furnish all supervision, labor, equipment, materials, and supplies for the Terminal Cleaning Services contemplated herein in accordance with the cleaning schedules as set out in Sections 2.B through 2.H below in accordance with and subject to the Provisions of this Agreement. The Airport cleaning areas to be serviced under this Agreement are more fully illustrated in **Exhibit F** entitled "Scope of Work Exhibits (Maps)" which is attached hereto and is incorporated herein:

The Airport may supply some equipment and supplies needed for the contractor to perform this Agreement. See Attached Exhibit C, titled "Airport Supplied Equipment" and Exhibit D, titled "Airport Supplied Products."

Exhibit F: Page 1 through Page 10. All square footage amounts noted thereon are for reference only and are inexact. Contractor agrees that Exhibit C may be amended by the Director at any time without the consent of the Contractor and without formal amendment to this Agreement.

- B. The Terminal Cleaning Services contemplated in this Agreement will be performed at Terminal 1 and Terminal 2.
- C. Contractor agrees that during the hours of 6:00 a.m. until 10:00 p.m., seven (7) days per week including Holidays the restrooms **shall not** be closed for cleaning unless approved via email by the Airport Representative and coordinated with the tenants.

- D. The Contractor will have installed, implement and utilize a web-based real-time restroom management system, similar to or the same as the "Restroom Alert System" within each public restroom at the Airport (See Exhibit C) within 60 days of the Commencement Date (see Appendix C.)
- E. Contractor shall comply with Mayor's Executive Order #52 Section 1.A, "Recycling" & Section 1.B, "Sustainable Cleaning & Building Maintenance Practices," as may be amended from time to time, to the maximum extent practical.
- F. Contractor hereby agrees that the Contractor will comply with all Required Full-Time Equivalent Staffing levels ("**Required FTE Staffing**") as set out in Appendix A, Section 4. **The Contractor agrees that the Airport Representative may modify, amend or make changes to the Required FTE Staffing levels without the Contractor's approval and without making a formal amendment to this Agreement by providing thirty (30) Days' notice (see Appendix A, Section 4 entitled "Required Full Time Equivalent Staffing Plan" and Appendix A, Section 11 entitled "Payments").** It is understood that staffing levels may also need to be adjusted due to circumstances and Contractor's experience. However, any adjustments to the Required FTE Staffing levels must be proposed in writing and approved in writing by the Airport Representative. The Contractor agrees that Exhibit E entitled "Staffing Guidelines and Requirements" may be modified or amended by the Airport Representative at any time without the consent of the Contractor and without a formal amendment to this Agreement by giving the Contractor thirty (30) days written notice. (See Appendix A, Section 3 entitled Staffing").
- G. Contractor must perform not less than forty percent (40%) of the work or service under this Agreement with its own employees.
- H. Terminal 1 and Terminal 2 Scope of Work

TERMINAL 1, TERMINAL 2, CONCOURSES, AND CUSTOMS

Below is a guideline of expected duties. The Contractor may need to increase the equipment, frequency, supplies, and technique utilized, in consultation with the Airport Representative, to meet the City's desired quality standard.

DAILY: 6 AM — 10 PM {7 Days per Week, including Holidays} — 1st AND 2nd Shifts

1. **Location:** Rest Rooms and Family Assist Rooms
Interval: Once **EVERY** ½ Hour, OR more frequently, as needed

Duties: Empty all trash and sanitary napkin containers and dispose of in compactors
Clean wash basins, toilets, and urinals
Clean walls, metal bright work, and mirrors
Pick up litter
Mop floor
Report repair items promptly to the Airport Operations Center
Complete Rest Room Inspection Verification Form

Interval: As Needed

Duties: Restock paper towels, toilet paper, hand sanitizer, and toilet seat covers

2. Location: Center Corridor Area

Interval: Once per Eight [8] Hour shift

Duties: Spot clean walls and metal bright work
Wipe stainless steel railing of speed ramps

Interval: Every Two [2] Hours

Duties: Empty and spot clean all trash containers

Interval: As Needed

Duties: Damp wipe water fountain
Spot clean spills and pick up litter from floors
Fill hand sanitizers on the secure side of checkpoints and sally ports
Clean signs and hand sanitizers and bases

3. Location: Service Animal Pet Relief Areas

Interval: Every Two [2] Hours

Duties: Hose off and deodorize turf area
Empty trash cans

Interval: As Needed

Duties: Restock waste bags
Damp mop floor

4. Location: Hold Rooms

This section includes and applies to hold rooms: **A-9, A-15, A-17, the Area between A-3 hold room and Starbucks, C-2, C-9, C-17, C-21, C-27, C-28 and the Magic House play area by gate C-2.** It is expected that the contractor responsible for cleaning hold rooms shall change throughout the duration of this contract.

Interval: Once per Eight [8] Hour shift

Duties: Pick up trash / debris
Empty trash containers

Interval: As Needed

Duties: Wipe down / dust chairs
Spot clean any spills or carpet stains

Interval: Monthly

Duties: Thoroughly spray and disinfect all Magic House play area equipment

5. Location: Housekeeping and Trash Compactor Rooms

Interval: Once per Eight [8] Hour shift

Duties: Pick up litter
Take all empty cardboard boxes to an outside recycling container
Wipe down trash chute doors and wall

Interval: As Required

Duties: Spot clean floors and walls
Unblock trash chute and compactor

6. Location: Ceramic Tile Floors at T1, T2, Concourses, Customs and Customs Lobby

Interval: Once per Eight [8] Hour shift

Duties: Clean and /or polish base molding

Interval: As Needed

Duties: Spot mop spills

7. Location: Terrazzo Floors at T1 and C Checkpoint

**Please note—Only 3M products and applications can be used to maintain these floors*

Interval: As Needed

Duties: Dust mop with 3M Doodleduster or 3M Easy Trap Duster
Spot mop spills and stains
Pan and broom trash and litter

8. Location: Terrazzo Floors at A Concourse and C Concourse Restrooms

Interval: As Needed

Duties: Spot mop spills or stains

**Please note--Special care should be given to floors around urinals and toilets*

9. Location: ALL Elevators [Public and Non-Public] -- Car interiors, Stairs, and Vestibules

Interval: Once per Eight [8] Hour shift

Duties: Clean floors

Sweep stairs

Wipe down handrails

Damp wipe interior and exterior elevator doors

10. Location: Other Cleaning Duties

Interval: Once per Eight [8] Hour shift

Duties: Clean all stainless handrails around glass and at entries (where applicable)

Clean exterior of elevator shaft and door

Clean and disinfect phones and clean phone area

Pan and broom stairs and ramp at exits 12 and 17 in Terminal 1

Apron Level Cleaning Schedule: A Concourse and C Concourse

Daily: 6 AM — 10 PM {7 Days per Week, including Holidays} — 1st AND 2nd Shifts

1. Location: Rest Rooms

Interval: Twice [2X] per shift

Duties: Spot clean wash basins, toilets, and urinals

Spot clean walls, metal bright work, and mirrors

Pick up litter

Spot mop floor

Restock paper towels, hand soap, hand sanitizer, toilet seat covers, and toilet paper

Report repair items to The Airport Operations Center

Complete Rest Room Inspection Verification Form

Interval: Every Two Hours, or more frequently if needed

Duties: Empty all trash and sanitary napkin containers. Remove contents of designated containers to recycling area, and contents of trash containers to compactor areas

2. Location: Corridor

Interval: Twice [2X] per shift

Duties: Empty and spot clean all trash containers
Damp wipe water fountain
Spot clean walls and metal bright work
Spot clean and remove gum from floors

Interval: As needed but, at least ONCE each Eight Hour shift

Duties: Damp mop floor

3. Location: Trash Compactor Area

Interval: Check every Two [2] Hours

Duties: Pick up trash as needed
Remove all empty cardboard boxes to appropriate outdoor recycling container

4. Location: Elevators--Car interiors, Stairs, and Vestibules

Interval: Once per Eight [8] Hour shift

Duties: Clean floors
Damp wipe exterior doors

Customs Area [Below East Gates] Cleaning Schedule

Daily: 6 AM — 10 PM {7 Days per Week, including Holidays} — 1st AND 2nd Shifts

1. Location: Rest Rooms

Interval: Every Two [2] Hours, unless otherwise indicated

Duties: Empty all trash and sanitary napkin containers (every 2 hours, or more frequently if needed)
Spot clean wash basins, toilets, and urinals
Spot clean walls, metal bright work, and mirrors
Pick up litter
Spot mop floor
Restock paper towels, hand soap, hand sanitizer, toilet seat covers, and toilet paper
Report repair items to Airport Operations Center
Complete Rest Room Inspection Verification Form

2. Location: Customs Open Area

Interval: Once per Eight [8] Hour shift, unless otherwise indicated

Duties: Damp wipe water fountain
Spot clean walls and metal bright work
Spot clean spills and pick up litter from carpet, floors and carousel areas
Spot mop tile floor
Dust and spot clean inspection stations and tables
Wipe all metal railings
Spot clean doors and frames
Spot clean carousel as needed

Interval: Every Two Hours

Duties: Empty and damp wipe all trash containers

Customs and Border Protection (CBP) Offices, Break Rooms and Restrooms

Wednesday Through Sunday, 11 AM – 7 PM

1. Location: CBP Rest Rooms (Once per Day on days stated above)

Interval: Once per Day, Wednesday--Sunday

Duties: Empty all trash and sanitary napkin containers and dispose of in compactors
Wet mop tile floors with a strong germicidal solution
**Please Note--Special care should be taken to assure no mop build-up around the edges and corners*
Clean and disinfect the inside and outside of all the toilets and urinals.
Clean both sides of toilet seats. Clean sinks and countertops with a non-abrasive cleaner containing a disinfectant.
Clean and disinfect urinal and toilet partitions
Clean and polish all metal bright work and mirrors
Spot wash walls, door facings, wall areas around and under sinks, and towel dispensers
Restock paper towels, hand soap, hand sanitizer, toilet seat covers, and toilet paper
Report repair items to Airport Operations Center
Clean and sanitize sanitary napkin containers
Remove gummed labels and graffiti from walls and metal surfaces
Complete Rest Room Inspection Verification Form

2. Location: CBP Break Room

Interval: Once per Day, Wednesday—Sunday, or as otherwise indicated
Duties: Empty trash containers and dispose of in compactors
Sweep floor and spot mop any stains
Wipe off break room tables
Mop floor (Once per Week, or more frequently as needed)

3. Location: CBP Offices and Hallway

Interval: Once per Day, Wednesday—Sunday, or as otherwise indicated
Duties: Empty trash containers. Remove contents of designated containers to recycling area, and contents of trash containers to compactor areas
Vacuum carpet (once per week or more frequently if needed)
Dust in offices (once per week or more frequently if needed)
Sweep/mop hallway (once per week or more frequently if needed)

4. Location: Break room, Restrooms, Hallway

Interval: Quarterly
Duties: Strip and wax floors in the break room, restrooms, and hallway.

Terminal 1, Terminal 2, Concourses, and Customs

Daily: 10 PM — 6 AM {7 Days per Week, including Holidays}—3rd SHIFT

1. Location: Rest Rooms and Family Assist Rooms

Interval: Once per Eight [8] Hour shift
Duties: Empty all trash and sanitary napkin containers and dispose of in compactors
Wet mop tile floors with a strong germicidal solution
***In restrooms with terrazzo floors—in T1, A Concourse and C Concourse the following steps need to be taken:**
Mop with cold water and disinfectant
Machine buff
Clean baseboards

**Please Note--Special care must be taken to assure no mop build-up around the edges and corners*

Clean and disinfect the inside and outside of all the toilets and urinals.
Clean both sides of toilet seats. Clean sinks and countertops with a non-abrasive cleaner containing a disinfectant

9. Location: Fire Stairwells

Interval: Weekly

Duties: Pick up litter
Sweep stairs and landings
Spot clean floors and walls as required
Report any stored items in stairwells to Airport Representative

10. Location: Rest Rooms and Family Assist Rooms

Interval: Weekly

Duties: Clean drain cover and pour germicidal solution into floor drains to seal drain trap
Clean and polish stainless steel base molding

11. Location: Rest Rooms and Family Assist Rooms

Interval: Monthly ***Or more frequently if needed*

Duties: Wash walls and remove mold/mildew from tile grout
Dust and spot clean all air conditioning/heating and return air vents
Clean ceilings and dust light fixtures
Change deodorizers, as needed
In restrooms with terrazzo floors, machine scrub and add two coats of wax
**(Use Hillyard's Explorer or an equivalent, as needed to maintain gloss)*

12. Location: Terrazzo floors [T1 Ticketing Level and C Checkpoint]

**Please Note--Contractor shall use only 3M products and applications to maintain these floors*

Interval: Monthly ***Or more frequently if needed*

Duties: Burnish the floor using a Scotch Brite Purple Diamond Floor Pad Plus to maintain gloss (or as needed to maintain gloss)

13. Location: Center Corridor Area

Interval: Monthly ***Or more frequently if needed*

Duties: Dust and spot clean air conditioning/heating and return air vents
Damp wipe all doors and frames
Dust and spot clean round air conditioning/heating duct at the ceiling
Dust center corridor lighting, sign faces and top of fixtures
Clean walls and vertical surfaces up to 8 feet
Dust top of columns on all concourses

21. Location: **Terrazzo Floors [T1 and C Checkpoint_*]**
 **Please Note--Contractor shall use only 3M products and applications to maintain these floors*

Interval: Quarterly, or more frequently if needed
Duties: An additional application of Scotchguard Stone Floor Protector will be applied (or more frequently if burnishing does not produce desired gloss)

22. Location: **Terrazzo Floors [Restrooms on A Concourse and C Concourse]**

Interval: Quarterly, or more frequently if needed
Duties: Strip floor
 Apply four [4] coats of wax (Hillyard's Explorer or equivalent)
 Machine buff

Apron Level Cleaning Schedule: A Concourse and C Concourse

Daily: 10 PM — 6 AM {7 Days per Week, including Holidays}—3rd SHIFT

1. Location: **Rest Rooms**

Interval: Once per Eight [8] Hour shift
Duties: Empty all trash and sanitary napkin containers
 Wet mop tile floors with strong germicidal solution
 **Please Note--Special care must be taken to ensure no mop build-up around the edges and corners*
 Clean and disinfect the inside and outside of all the toilets and urinals.
 Clean both sides of toilet seats. Clean sinks and countertops with a non-abrasive cleaner containing a disinfectant.
 Clean and disinfect urinal and toilet partitions
 Clean and polish all metal bright work and mirrors
 Spot wash walls, door facings, wall areas around and under sinks, and towel dispensers
 Restock paper towels, hand soap, hand sanitizer, toilet seat covers, and toilet paper
 Report repair items to Airport Operations center
 Clean and sanitize sanitary napkin containers
 Remove gummed labels and graffiti from walls and metal surfaces
 Complete Rest Room Inspection Verification Form

The data will be transferred to the Airport system to record, for comparison purposes only, the actual number of Contractor hours worked, billed, and invoiced.

- D. The Contractor will provide automatic computer generated certified payroll with its invoices as provided for in Appendix A, Section 11 entitled "Payments," so the Airport Representative may monitor and confirm daily the Contractor staffing levels and compliances with the Provisions of this Agreement.
- E. The Contractor, subject to and by the Provisions of the Agreement, agrees that it shall maintain the following Required Full-Time Equivalent (FTE) Staffing level or workforce as set out below for Terminal 1 & Terminal 2 Combined.
- F. **The Contractor agrees that it will have no less than ninety percent (90%) of the Required FTE Staffing and the classifications requested by the Airport Representative, in place on the Commencement Date and one hundred percent (100%) within thirty (30) Days of the Commencement Date.**
- G. **The Contractor agrees that the Airport Representative may modify, amend or make changes to the Required FTE Staffing levels and classifications without obtaining the Contractor's approval and without a formal amendment to this Agreement by providing thirty (30) Days written notice (see Appendix A, Section 2.F and Appendix A, Section 11 entitled "Payments").**
- H. **Contractor agrees that such changes to the Required FTE Staffing levels will require a modification, amendment or change to the Monthly Service Charge (or Bi-Weekly Service Charge, if applicable), which will be made by the Airport Representative, without obtaining the Contractor's approval and without a formal amendment to this Agreement, using the Hourly Rates set out in Appendix C of this Agreement (see Appendix A, Section 11.C.)**
- I. **Liquidated Damages.** The Contractor hereby agrees and stipulates that their or their subcontractor(s)'s failure to comply with the Required FTE Staffing levels and classification requirements during any billing cycle would result in an administrative, operational, and financial burden to the City. Therefore, the Contractor agrees and stipulates that the Director, on behalf of the City, may elect to implement liquidated damages after written notice to the Contractor for failure to comply with the Required FTE Staffing levels. The stated liquidated damages in this sub-section are in addition to any other remedies that City may have under the Agreement or at law or in equity (see Appendix A, Section 30 entitled "Failure to Perform" and Appendix B, Section 2 entitled "Cancellation.")
 - 1. Any failure during a billing cycle to obtain ninety-five percent (95%) or better of the Required FTE Staffing level requirement in effect will require the Contractor to promptly and timely pay liquidated damage to the City

of twenty-three dollars (\$23.00) per hour for each man-hour worked below the Required FTE Staffing level during the billing cycle. All liquidated damages will be deducted by the City's next payment schedule. In the case there is no future payment(s) to the Contractor, the Contractor will make the liquidated damage payment to the City within 30 Days of written notice by the City of the breach.

2. For illustration purposes, if during a monthly billing cycle the Contractor's Required FTE Staffing level for Terminal 1 & Terminal 2 Combined was 90.6 and the Contractor's Actual Full Time Equivalent Staffing was 82, then the Contractor's actual Full Time Equivalent Staffing percentage is 90.5% (actual Full Time Equivalent Staffing of 82 divided by Required FTE Staffing level of 90.6). Given the Contractor failed to maintain 95% or better of the Required FTE Staffing Level, City may deduct in liquidated damages up to \$34,282.70 from the City's next payment schedule. $[8.6 \text{ FTE shortfall} \times 4.333 \text{ weeks/month} \times 40 \text{ hours} \times \$23.00 \text{ per hour} = \$34,282.70]$.

[Intentionally left blank.]

Contract Start FTE - 9/1/18-2/28/20	Sun	Mon	Tue	Wed	Thurs	Fri	Sat	FTE's
Terminal 1 & Terminal 2 Combined								
Operations Manager (M-F, 1st Shift)		1	1	1	1	1		1
Supervisor (one on each shift, both Terminals)	6	6	6	6	6	6	6	8.4
Leads T1 (Sun-Sat, 1st, 2nd & 3rd Shift)	3	3	3	3	3	3	3	4.2
Leads T2 (Sun-Sat, 1st, 2nd & 3rd Shift)	3	3	3	3	3	3	3	4.2
Floor Tech T1 (3rd Shift)	6	6	6	6	6	6	6	8.4
Floor Tech T2 (3rd Shift)	6	6	6	6	6	6	6	8.4
Floor Tech Supervisor (3rd Shift)	1	1	1	1	1	1	1	1.4
Custodians C Conc (Sun- Sat, 1st, 2nd & 3rd Shift)	6	6	6	6	6	6	6	8.4
Custodians A Conc (Sun- Sat, 1st, 2nd & 3rd Shift)	6	6	6	6	6	6	6	8.4
Custodians T1 Public (Sun- Sat, 1st, 2nd & 3rd Shift)	9	9	9	9	9	9	9	12.6
Custodians T2 Conc (Sun- Sat, 1st, 2nd & 3rd Shift)	12	12	12	12	12	12	12	16.8
Custodians T2 Public (Sun- Sat, 1st, 2nd & 3rd Shift) & Customs	6	6	6	6	6	6	6	8.4
Total Required Staffing – T1 and T2 Combined on 09/01/2018								90.6

5. **QUALITY ASSURANCE**

A. Consequences of Contractor's Failure to Perform Required Services

The Contractor will perform the Scope of Work requirements subject to and in accordance with the Provisions of this Agreement. The City will apply one or more of the surveillance methods mentioned below and will deduct an amount from the Contractor's invoice or otherwise withhold payment or invoice the Contractor for unsatisfactory work performance or work not performed as set out in Appendix A, Section 8.C and Section 30 entitled "Failure to Perform." The City reserves the right to change surveillance methods at any time during the term of this Agreement without notice to Contractor.

B. Surveillance Methods

The City may apply surveillance methods to determine Contractor compliance with the Provisions of this Agreement. These methods may include, but are not limited to: routine inspection, random sampling, Access Control Systems, Closed Caption Television, planned sampling, random inspections, and validated customer complaints.

6. **EXTRA WORK**

A. At the written request and direction of the Director, additional Terminal 1 and Terminal 2 Cleaning 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 in this Section and in Appendix A, Section 11.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 Appendix A, Section 11.D).

B. Any work not specified under this Agreement which may be fairly implied as included in this 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 in writing by the Director. 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 15th day of the following month, and the amounts therein must be in accordance with the daily time, material, and equipment statements approved by the Director. As proof of costs, the Contractor must submit copies of itemized invoices received from the Contractor's approved subcontractor(s) which have been previously reviewed and approved by the Contractor. 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 Appendix A, Section 11.A).

7. **TERM**

The term of this Agreement will be for eighteen (18) months with a 6 (six) month automatic renewal beginning on the Commencement Date specified below and ending eighteen (18) months thereafter unless terminated, renewed, or cancelled as provided for in Appendix B, Section 2. 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 are as follows:

“Commencement Date”: September 1, 2018 **“Expiration Date”:** February 28, 2020

8. **ADMINISTRATIVE PROCEDURES**

- A. Before work under this Agreement commences, the Contractor will designate, by written notice to the Airport Representative, an experienced, competent and knowledgeable, full-time employee of the Contractor as the Contractor's **“Project Coordinator.”** The Project Coordinator will be fully authorized to act for the Contractor in all matters covered by this Agreement. The Contractor will also furnish all supervisory personnel with copies of these specifications and will make certain that all such personnel understand the Provisions thereof.
- B. When necessary, or as requested by the Airport Representative, the Contractor will make periodic reports and recommendations to the Airport Representative concerning conditions, transactions, situations or circumstances encountered by the Contractor relating to the services to be performed under this Agreement.
- C. The Contractor's performance under this Agreement must meet the highest standards of care, skill, and diligence provided by professionals who perform services similar to the services contemplated by this Agreement. All work will be executed in the most workmanlike, safe and substantial manner and everything will 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, will not be attempted by common laborers.
- D. The Contractor will ensure that all equipment and temporary offices and trailers used on the job are conspicuously marked with both the name and the telephone number of the Contractor. (if applicable)

- E. The Contractor must clean up the work site each day. This clean-up must include placing material, tools, and equipment in a neat, safe, and orderly arrangement. Equipment must never block access to existing facilities. Rubbish, debris, rubble, and garbage must be properly removed daily and disposed of by the Contractor in accordance with all applicable local, state, and federal laws and regulations. The City and its officers, agents, representatives, or employees are not responsible or liable for, in any way whatsoever, for any hazardous condition created by, arising out of, or incidental to the Terminal 1 and Terminal 2 Cleaning Services performed by the Contractor or its officers, employees, contractors, representatives, or agents under this Agreement. (See Appendix B, Section 1 entitled "Insurance and Indemnification.")
- F. The Contractor will furnish, and have on the job at all times, sufficient equipment to properly and safely carry out the work under this Agreement including such tool or equipment as may be necessary to meet emergency requirements.
- G. The Contractor will furnish to the Airport Representative a listing of all Employees (including subcontractor's employees) performing services under this Agreement. (See also Appendix B, Section 3.) The Contractor will maintain and update this listing throughout the term of this Agreement. The Contractor will be present at the work site continuously during working hours throughout the progress of the work, either in person, or through his Project Coordinator or supervisory personnel to receive directions or furnish information. Any instructions or directions given to the Project Coordinator or supervisory personnel of the Contractor will be considered the same as given to the Contractor in person.
- H. Contractor, at its cost, will secure all applicable permits and licenses and approvals required or necessary to fulfill the Provisions of this Agreement.
- I. The Contractor will attend a pre-performance conference prior to the commencement of any work under this Agreement. Said conference will be after the date of Agreement execution, and prior to start of the work.
- J. The work to be performed under this Agreement is on an active Airport. Therefore, prior to the start of any work under this Agreement, the Contractor will provide the Airport Representative with a work schedule which will indicate a proposed sequence and time schedule of the work to be accomplished for the Airport Representative's prior written approval. (See Appendix A, Section 2, entitled "Scope of Work".)
- K. In case of an emergency, the Airport Representative will have authority to order the Contractor to immediately terminate work and clear the area of personnel and equipment. The Contractor will immediately comply to such an order with all possible speed.

- L. The Airport Representative will determine the amount, classifications, acceptability, and fitness of all work to be done, and will decide all questions which may arise relative to the proper performance of this Agreement, and his decisions will be final, except as provided for in Appendix A, Section 15.
- M. The City reserves the right to solicit bids and award contracts to other contractors for any modifications or additions to the Terminal 1 and Terminal 2 Cleaning Services. The City reserves the right to furnish components, parts, supplies, and materials at its discretion or to perform the work under this Agreement. (See Appendix A, Sections 11.C. and 25.G).

9. RULES AND REGULATIONS

- A. The Contractor will comply with all applicable rules and regulations including, resolutions, plans, operating directives, Airport certification manual, and directives promulgated or established by the Airport Authority, the Airport Commission, the Director, or the City, as amended in performing the work or services contemplated herein or the Provisions of this Agreement. The Contractor will comply with all statutes, laws, ordinances, orders, judgments, decrees, permits, regulations, environmental plans and programs, environmental permits, directions, and requirements of the City as amended in addition to those from federal, state, city, local and other governmental authorities, now or hereafter applicable, in performing the Provisions of this Agreement and the work or services contemplated herein. Contractor shall comply with all federal, state, and local laws pertaining to its employees and its subcontractors' employees' right to join or form a union.
- B. The Contractor will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and TSA 1500 as amended. Any and all violations by the Contractor or its officers, employees, subcontractors, independent contractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Contractor, or its officers, employees, agents, or representatives, will be the responsibility of the Contractor. City will be reimbursed within ten (10) days of the City's request, for any such fines or penalties imposed on the City. See Appendix A, Section 21 entitled "Badging".
- C. The Contractor will be responsible for the work of all subcontractors and agents, and all work must be kept under the Contractor's control. A complete list of all such subcontractors will be submitted to the Airport Representative for his/her prior written approval (See Appendix B, Section 3).
- D. The Contractor will not be entitled to any claim for damages or losses whatsoever against the City or its officers, employees, agents, representatives, due to hindrance or delay from any cause whatever in the progress of the work or any portion thereof including without limitation, loss of profits, and actual, consequential, special, or incidental damages.

10. **REPAIR OF DAMAGE**

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

11. **PAYMENTS**

- A. The Contractor shall submit an invoice and supporting documentation to the Airport each month for services completed in the immediately preceding month, it being understood that the City may authorize in writing invoicing every two weeks ("Bi-Weekly"). Invoices must be submitted to the Airport Accounting Department at:

AirportAccountsPayable@flystl.com (preferred)

or

St. Louis Lambert International Airport

Accounts Payable

P. O. Box 10036

St. Louis, MO 63145

Contact Phone Number: (314) 426-1303

1. The invoice must include:
 - a. Contract number;
 - b. Ordinance number;
 - c. Service(s) performed;
 - d. Date service was performed;
 - e. the Percentage of the Required FTE Staffing level actually worked and the total full time equivalent hours actually worked during the billing cycle (see Appendix A, Sections 2.F, 4, 11.C, and Appendix C).;
 - f. Subcontractor invoice(s).
2. The Contractor shall also provide such other documentation or proof of payment required by the Airport Representative (see Sections 4.C & 4.D).

For Extras authorized in writing by the Director, the Contractor will invoice the City the actual labor, parts, and materials required to complete the modifications or additions authorized in writing by the Director as set out in Appendix A, Section 6. **For cleaning materials or equipment ordered in writing by the City that are not specifically identified in the Scope of Work or Contractor's selected products, Contractor shall submit at cost plus ten percent mark-up.**

- B. Contractor agrees that the payment for performance of the Terminal 1 & Terminal 2 Combined will be the Monthly Service Charge as outlined in Appendix "C", except as provided for below or otherwise agreed to in writing by the City as provided for in this Agreement. Payments for Extra Work ordered by the Director in writing will be at the rates or amounts as provided for in Appendix A, Section 6. All payments by the City are contingent upon the appropriations of sufficient funds by the City annually.
- C. Notwithstanding Appendix A, Section 11.B, the Contractor agrees that the Contractor will only bill, invoice and be paid for the number of staff that are actually hired, badged and on the job site working subject to and in accordance with the Provisions of this Agreement. Contractor will bill only the percentage of the Monthly Service Charge or, if applicable the Bi-Weekly Service Charge amount based on the percentage of the Required FTE Staffing level actually worked, as authorized by the Airport Representative in writing (see Appendix A, Section 2.F and Appendix A, Section 4, entitled "Required Full Time Equivalent Staffing Plan"). The Contractor acknowledges, covenants, stipulates, and agrees that only a portion of the Monthly Service Charge (or if applicable Bi-Weekly Service Charge), based on the percentage of the actual Required FTE Staffing actually worked, will be paid to the Contractor. Contractor shall provide along with its monthly invoices (unless Bi-Weekly invoicing is agreed to by the City), certified payroll reports in a form and content acceptable to the Airport Representative, so the Airport Representative may monitor and confirm daily Contractor staffing levels and appropriate billing amounts. For illustration purposes, see Subsection 11.C(1) below for an example of the required adjustment to the Monthly Service Charge amount invoiced by the contractor to the City for payment, assuming a monthly billing cycle. In addition, Contractor agrees that the Airport Representative, subject to and in accordance with the Provisions of this Agreement, may modify or amend the Required FTE Staffing & classification levels as set out in Appendix A, Section 4, the Manpower List (see Appendix A, Section 2.F), and the Monthly Service Fee (or Bi-Monthly Service Fee depending on the billing cycle) as set out in Appendix C, without the consent of the Contractor or a formal amendment to this Agreement, by giving the Contractor thirty (30) days written notice (see Appendix A, Section 4). **Contractor agrees that such changes to the Required FTE Staffing and/or classification levels will require a modification, amendment or change to the Monthly Service Charge (or Bi-Weekly Service Charge, if applicable), which will be made by the Airport Representative, without obtaining the Contractor's approval and without a formal amendment to this Agreement, using the Hourly Rates set out in Appendix C of this Agreement (see Appendix A, Sections 2.F, 4.F & 4.G. and Appendix C.)**

1. **INVOICING EXAMPLE FOR TERMINAL 1 BID ITEM:**

For illustration purposes, set out below is an example of an adjustment to the Monthly Service Charge to be invoiced to the City as contemplated in

this Section 11 of this Agreement assuming that: a) Contractor's actual Full Time Equivalent Staffing level is 70; b) the Required Full Time Equivalent Staffing level is 90.6; c) the Monthly Service Charge under the Agreement is \$371,371.03; and d) the fully loaded hourly rate for all employees is \$23.65/hr. [$\$371,371.03 / (4.333\text{wk} \times 40.\text{hours} \times 90.6\text{ FTE})$]. Given these assumptions, the actual Monthly Service Charge to be invoiced and billed to the City by the Contractor for the month in question would be \$357,474.96. The calculation is set out below.

- a. [$\text{Actual Full Time Equivalent Staffing level of } 12,132.4 \text{ hours } (70 \times 4.333 \text{ weeks} \times 40 \text{ hours}) / \text{the Required FTE Staffing level of } 15,702.79 \text{ hours } (90.6 \times 4.333 \text{ weeks} \times 40 \text{ hours})$] multiplied by the Monthly Service Charge of \$371,371.03 = Actual Monthly Service Charge to be invoiced to the City of \$286,921.26 (77.26% X \$371,371.03).
- D. 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 Appendix A, Sections 8.M. and 25.G.)
- E. The Contractor will submit invoices for the services and work performed pursuant to the Agreement in a timely manner and as provided for in the Agreement. The City will not be required or obligated to pay any invoice submitted to the City by the Contractor more than six (6) months after the expiration or earlier termination of the 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 the Agreement.
- F. The total Contract Not-To Exceed Amount of this Agreement is Seven Million Three Hundred Eighty-Eight Thousand Three Hundred Fifty-Nine Dollars and Sixty-Eight Cents (\$7,388,359.68). The Contractor agrees that any increase in the Contract Not-To-Exceed Amount of this Agreement will require a formal amendment to this Agreement.

12. NOTICE OF LOSS OR CLAIMS

- A. The Contractor will indemnify, defend, and save harmless the City, its officers, employees, and agents from all suits or actions, or losses brought against or suffered by the City, its officers, employees or agents, for or on account of any injuries or damages received or sustained by any party or parties by or from the Contractor, his employees, representative, or agents, in the performance of the work

5. May interfere with the effectiveness or accessibility of the drainage of any sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses if any, installed or located in or on the Airport.
- B. If by reason of the Contractor's failure to comply with the Provisions of this section, 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.

15. RIGHT OF REVIEW

Contractor may request that the Director review any decision or direction of the Airport Representative. The decision of the Director will be final and binding. All requests for review must be in writing and within twenty-four (24) hours of the Airport Representative's decision in dispute, and must set forth clearly the cause for such request of review. No review will be allowed by the Director which has not first been considered by the Airport Representative. (See Appendix A, Section 8.L).

16. GOVERNING LAW AND FORUM SELECTION

This Agreement will be entered into in the State of Missouri, and Missouri law, the City's charter and ordinances, as amended, will govern 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 consent to the jurisdiction and venue of such courts. The Provisions of this section survive the expiration or early termination of this Agreement.

17. WAIVERS OF LIEN

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

18. FACILITIES PROVIDED BY THE AIRPORT

City will provide the right of ingress and egress to all areas necessary for the Contractor to perform the work and services under this Agreement.

19. PRECAUTIONARY MEASURES

Contractor will 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 will 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.

20. STORAGE AND STAGING AREA

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

21. BADGING

- A. The Contractor will comply with all applicable federal, state, and local governmental laws and regulations and Airport rules and regulations as amended (See Appendix A, Section 9.A).
- B. The Contractor at its cost will supply to and update as needed for the Airport Police Security Operations Unit, 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, will 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 will, when directed by the Airport Representative, schedule its employees to be issued an Airport ID Badge and fingerprinted for a criminal history record check by the Airport Police Security Operations Bureau. 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 will maintain at all times adequate control of identification badges. All employees issued identification badges will be required to attend the SIDA class offered by the Airport Police. The Contractor will bear the cost of providing badges for the Contractor’s employees working under this Agreement. The cost for initial badging is \$40.00 for the badge and \$40.00 for fingerprinting (one time), a total cost of \$80.00. This includes fees for SIDA Class, a mandatory Security Threat Assessment, and enrollment in FBI Rap back, a program that allows for continuous vetting for enumerated crimes under a fingerprint based system. Badges must be renewed yearly. **The cost of badge renewal is \$10.00.** Replacement cost for lost badges is \$50.00 for the first badge, \$75.00 for the second badge, and \$100.00 for a third badge. No fourth badge will be issued.
- E. The Contractor will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and TSA 1542 as amended. Any and all violations by the Contractor or its officers, employees, subcontractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Contractor, or its officers, employees, agents, or representatives, will be the responsibility of the Contractor. The City will be reimbursed within ten (10) days of the City’s request, for any such fines or penalties imposed on the City (See Appendix A, Section 9.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 July 1st of each year that this Agreement is in effect.

22. UNIFORMS

Contractor, at its costs, will provide uniforms for all its employees assigned to the Airport. Such uniforms are to bear the company’s name and be approved by the Airport Representative in writing.

23. **PERFORMANCE & PAYMENT BOND**

- A. At or prior to the execution of this Agreement, the Contractor will immediately execute a Performance Bond and a Payment Bond each in the in the amount of Six Hundred Thousand Dollars (\$600,000.00) 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 23. The Contractor will notify the City no later than thirty (30) days prior to the termination, cancellation, or non-extension of the Performance Bonds and/or Payment Bonds and if the Contractor's Performance Bonds and/or Payment Bonds are terminated, cancelled, not renewed or extended, the Contractor will promptly provide the City with a replacement bond(s) in full compliance with this Section 23. Any sum or sums derived from said Performance Bond and/or Payment Bond 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 Bond and the Payment Bond, in a form acceptable to the City, must be given to the Airport Representative for approval before the work of this Agreement begins.

24. **MISSOURI UNAUTHORIZED ALIENS LAW**

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

25. GENERAL PROVISIONS

- A. The Contractor is and at all times, will be and remain an independent contractor and nothing under this Agreement will be interpreted or construed to mean that the Contractor or any of its employees or agents is an employee or agent of the City.
- B. The Contractor will coordinate the services performed under this Agreement with the Airport Representative.
- C. This Agreement will be the entire agreement and no amendment or modification will be made (except as expressly provided for under this Agreement) unless in writing and signed by the parties hereto.
- D. The City of St. Louis and the Contractor will agree that this Agreement and all contracts entered into under the Provisions of this Agreement will be binding upon the parties hereto and their successors and permitted assigns.
- E. A waiver by either party of the Provisions hereto to be performed by the other party will not be construed as or operate as, a waiver of any subsequent default or breach of any of the Provisions of this Agreement. Any waiver by either party must be in writing and signed by the party waiving.
- F. The Contractor will keep and maintain such records and reports 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, to determine compliance with this Agreement. (See Appendix B, Section 6 entitled "Right To Audit Clause").
- G. The City retains the right to receive bids and award contracts on any modifications, deletions, or additions to this Agreement. In addition, the City retains the right to furnish materials or supplies at its discretion, or perform for itself, any work under this Agreement. (See Appendix A, Section 8.M.
- 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 in violation of this Agreement, if it is prevented from performing any of the obligations by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of a public enemy, acts of a superior governmental authority, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible and which is not within its control. (See Appendix A, Section 25K).

- J. If any Provision of this Agreement 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, provided the invalidity of such Provision does not materially prejudice either party hereto in its respective rights and obligations contained in the valid Provisions of this Agreement.
- K. The parties agree that time will be of the essence in the performance of each and every obligation and understanding of this Agreement.
- L. 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.

26. **PREVAILING WAGE AND FRINGE BENEFITS**

The Contractor 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 26 is subject to and is in accordance with City Ordinance No. 62124.

27. **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. 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.

28. CUSTOMER SERVICE

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

- A. Demonstrate excellent customer service at all times when in contact with users of the Airport.
- B. Act in a courteous and helpful manner at all times with travelers, fellow employees, and all other users of the Airport, including but not limited to, appropriate greetings and assistance to travelers, if and when applicable.
- C. Help ensure that travelers have a positive Airport experience and at all times, behave in a businesslike and professional manner while on Airport property.
- D. Refrain from using foul or inappropriate language in public areas; smile and use a pleasant tone of voice when conversing with travelers and all other Airport users; be actively working while on duty and refrain from gathering and "chatting" in

groups while on duty, unless necessary; refrain from the use of non-business cell phones while on duty; refrain from napping or sleeping in public areas.

- E. Not utilize public seating, boarding areas, gate areas or lounge areas within the terminals and concourses. The above areas are intended for use by the traveling public and not as rest or lounge facilities for Contractor's employees.

29. INSPECTIONS

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

30. FAILURE TO PERFORM

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

promptly and with due diligence takes prompt and appropriate corrective action and diligently pursues until the failure is corrected to the City's reasonable satisfaction. Also see Appendix A, Section 4.I and Appendix B, Section 2.

Confidential
garvinm@stlouis-mo.gov
2020-01-15 17:55:30 +0000

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

APPENDIX "B"

**GENERAL SPECIFICATIONS
(TERMINAL 1 AND TERMINAL 2 CLEANING SERVICES)**

1. INSURANCE AND INDEMNIFICATION

- A. The Contractor, at its expense, at all times during the term hereof, will cause St. Louis County, the City and its Board of Aldermen, the Airport Commission, and their respective officers, agents and employees, and the Contractor to be insured **on an occurrence basis** against all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities or omissions of the Contractor, its officers, agents, employees, contractors, subcontractors, licensees, invitees, representatives, and independent contractors pursuant to this Agreement under the following types of coverage:
1. Comprehensive General Liability;
 2. Comprehensive Automobile Liability (any vehicles, including owned, hired and non-owned).
- B. **The minimum limits of coverage for the above classes of insurance must equal a single limit of Two Million Dollars (\$2,000,000.00) comprised of such primary and excess policies of insurance as the Contractor finds it feasible to purchase during the term of this Agreement** and will cause St. Louis County, the City and its Board of Aldermen, the Airport Commission, and their respective officers, agents and employees (the "CITY" as used in this Section) by endorsement as an "Additional Insured". Prior to execution of this Agreement, Contractor will provide certificates of insurance and all endorsements required pursuant to this Agreement to the Airport Representative in form and content satisfactory to the City. In addition, the Contractor will also mail or fax a copy of the Certificate of Insurance and all required endorsements to:
- St. Louis Airport Police Department
P.O. Box 10212, Lambert Station
St. Louis, Missouri 63145
Attn: Sharon Wilson, Bureau of Security Operations
Phone: 314-426-8002
Fax: 314-890-1325
- C. Such liability insurance coverage must also extend to damage, destruction and injury to CITY owned or leased property and CITY personnel, and caused by or

resulting from work, acts, operations, or omissions of Contractor, its officers, agents, employees, contractors, subcontractors, licensees, invitees, representatives, and independent contractors and, contractual liability insurance sufficient to cover Contractor's indemnity obligations. The CITY will have no liability for any premiums charged for such coverage, and the inclusion of the CITY as an Additional Insured is not intended to, and does not make the CITY a partner or joint venturer with Contractor in its operations in this Agreement. Each such insurance policy must, by endorsement, provide primary coverage to the CITY when any policy issued to the CITY provides duplicate or similar coverage and in such circumstances, the CITY's policy will be excess over Contractor's policy.

- D. The Contractor will protect, defend, and hold the St. Louis County, the City and its Board of Aldermen, the Airport Commission, and their respective officers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, and fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and the use or occupancy of the City's premises and the acts or omissions of Contractor's officers, agents, employees, contractors, subcontractors, licensees, invitees, or independent contractors regardless of where the injury, death, or damage may occur, unless and to the extent such injury, death or damage is caused by the negligence of the City. The Director or his/her designee will give to Contractor reasonable notice of any such claims or actions. The Contractor will also use counsel reasonably acceptable to the City Counselor of the City or his/her designee, after consultation with the Director or his/her designee, in carrying out its obligations under this Agreement. The Provisions of this section survive the expiration or early termination of this Agreement.
- E. The Contractor will maintain Workers' Compensation and Employers Liability Insurance at least at the statutory requirement and in accordance with Missouri laws and regulations. Contractor will require that all of its subcontractors or licensees similarly provide such coverage. The City, its officers, employees, or agents will not be liable or responsible for any claims or actions occasioned by Contractor's failure to comply with the Provisions of this subsection. The indemnification Provisions of this Agreement apply to this subsection. It is expressly agreed that the employees of the Contractor are not employees of the City for any purpose, and that employees of the City are not employees of the Contractor.

2. CANCELLATION

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

1. Contractor fails to properly keep any Provision of this Agreement; or,
 2. The quality of service falls below the specified standards as determined by the City; or,
 3. Contractor fails or refuses to render the amount of service required.
- B. Contractor has the right to cancel this Agreement if:
1. The City fails to keep, perform, or observe any material Provision of this Agreement for a period of ninety (90) days after written notice by Contractor specifying the material breach by the City;
 - a. Failure to keep, perform, or observe any material Provision of this Agreement will not give rise to Contractor's right to terminate this Agreement if the material breach can be cured but cannot, with due diligence, be cured within ninety (90) days, if the City institutes corrective action within ninety (90) days and diligently pursued until the material breach is corrected.
- C. Contractor retains the right to cancel this Agreement without cause upon one hundred twenty (120) days' written notice to the City. There will be no liability to Contractor and such a cancellation will be a no-fault cancellation.
- D. The City retains the right to cancel this Agreement without cause upon thirty (30) days' written notice to Contractor. There will be no liability to the City and such a cancellation will be a no-fault cancellation.
- E. Notwithstanding anything to the contrary, it is expressly understood by the parties that this Agreement will terminate immediately upon the failure of budgetary appropriations with no resulting liability to the City.
- F. Upon cancellation, termination, or the expiration of this Agreement, or if requested in writing by the Airport Representative, all tools, parts, equipment, supplies, materials, maps, plans and specifications, manuals, schedules, records, files, logs, work product, or property paid for, supplied or owned by the City will be returned to the City by Contractor within one (1) business day.

3. ASSIGNMENT AND SUBCONTRACTING

- A. The parties hereto agree it is in their mutual best interest for the Contractor to subcontract out certain floor cleaning work, to be defined based on availability of services, some portion of the scope of work for floor care to a dedicated floor specialist approved by the City as provided in this Section 3 of Appendix B.

authorized representative and to all entities receiving City funds or City-administered government funds while at the same time maintaining the quality of goods and services provided to the City and its subrecipients through the competitive bidding process. The provisions of this Policy apply to all contracts awarded by the City, its departments and agencies and to all recipients of City funds or City-administered government funds and will be liberally construed for the accomplishments of its policies and purposes.

C. Goal:

A goal of 78.7% MBE and 5.61% WBE utilization has been established in connection with this Agreement. This goal is based on the original Agreement amount and remains in effect throughout the term of this Agreement. If an award of this Agreement is made and the MBE/WBE participation is less than this Agreement goal, the Contractor shall continue good faith efforts throughout the term of this Agreement to increase MBE/WBE participation and to meet this Agreement goal.

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

D. Obligation:

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

E. Eligibility:

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

F. Counting MBE/WBE Participation toward Goals:

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

G. Post Award Compliance:

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

H. Substitution of MBE/WBE Firms after Award:

1. The Contractor will conform to the scheduled amount of MBE/WBE participation. When a listed MBE/WBE is unwilling or unable to perform the items of work or supply the goods or services specified in the MBE/WBE Utilization Plan, the Contractor will immediately notify the contracting department and City of St. Louis Airport Authority Business Diversity Development (BDD) office prior to replacement of the firm.
2. Substitutions of MBE/WBE must be approved in writing by the Director. (See Appendix B, Section 3.B.) Substitutions of MBE/WBE will be allowed only when the MBE/WBE has failed to perform due to a default (material breach) of its subcontract or agreement. Contractor will not cancel or terminate its agreement with the MBE/WBE without cause and shall timely forward supporting documentation substantiating the cause of the default or termination to the Director for review.

I. Good Faith Efforts:

1. When the M/WBE goals cannot be met, the Contractor must document and submit justification utilizing the Contractor's "**Good Faith Efforts Report Form**" and provide a statement as to why the goals could not be met. The quality and intensity of the Contractor's good faith efforts will be evaluated by the City. The contractor must demonstrate the good faith efforts taken to meet the M/WBE goals, including but not limited to the following:
 - a. Efforts made to select portions of the work proposed to be performed by M/WBEs in order to increase the likelihood of achieving the stated goal, including, where appropriate, but not limited to, breaking down contracts into economically feasible units to facilitate M/WBE participation. Selection of portions of work are required to at least equal the goal for M/WBE utilization specified in this contract.
 - b. Written notification at least fourteen (14) days prior to the opening of bids, soliciting individual M/WBEs interested in participation in the contract as a subcontractor, regular dealer, manufacturer, consultant, or service agency and for what specific

instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** If a Contractor fails to comply with this Section, the City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under this Agreement until the contractor complies; and
 - b. Cancelling, terminating, or suspending this Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of

persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national

International Building Code meet the NEHRP equivalency level for seismic safety.

12. DISTRACTED DRIVING

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

13. CLEAN AIR AND WATER POLLUTION CONTROL

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

14. 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 agrees to strictly comply with these measures beginning on the Commencement Date of this Agreement:

1. **Minimum Compensation:** Contractor 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**). The initial rate will be adjusted each year no later than April 1, and Contractor 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 must 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 must 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 agrees to require Subcontractors, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and agrees to be responsible for the compliance of such Subcontractors. Contractor must 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 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 or repayment of City funds, disbarment, and 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.

15. **NOTICE PROVISION**

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

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

With a copy to:

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:

Charles L. Brown
Regency Enterprises Services LLC
4455 Telegraph Road
Suite 160
St. Louis, Missouri 63129

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

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

**APPENDIX "C"
RATES FOR TERMINAL 1 AND TERMINAL 2 CLEANING SERVICES**

MONTHLY RATES FOR EMERGENCY TERMINAL CLEANING SERVICES

Total Monthly Service Charge	\$ <u>371,371.03</u> per month *
-------------------------------------	---

EXTRAS - These hourly rates may be used for ordering Extras (See Appendix A, Sections 4 and 9 of this Agreement). In addition, these hourly rates may be used by the City in evaluating and making adjustments to the monthly charges due to changes of the Required FTE staffing levels (See Appendix A, Section 9.C of this Agreement).

Hourly rate for Operations Manager \$ 23.65 per hour

Hourly rate for Supervisor \$ 23.65 per hour

Hourly rate for Lead Custodian \$ 23.65 per hour

Hourly rate for Floor Technician \$ 23.65 per hour

Hourly rate for Custodian \$ 23.65 per hour

*The Contractor acknowledges and understands that the actual amount of work to be ordered by the City and paid for under this Agreement may be more or less than this amount (See Appendix A, Sections 2, 6, and 11 of this Agreement).

An example of the adjustment to the Monthly Service Charge to be invoiced to the City as contemplated in Sections 2.D and 11.C of this Agreement is set out below assuming that: i) Contractor's actual Full Time Equivalent Staffing level is 70; ii) the Required Full Time Equivalent staffing level is 90.6; and iii) the Monthly Service Charge under the Agreement is \$371,371.03. Given these assumptions, the actual Monthly Service Charge to be invoiced and billed to the City by the Contractor for the month in question would be \$286,921.26. The calculation is set out below.

[Actual Full Time Equivalent Staffing level of 12,132.4 hours (70 X 4.333 weeks X 40 hours) / the Required FTE Staffing level of 15,702.79 hours (90.6 X 4.333 weeks X 40 hours)] multiplied by the Monthly Service Charge of \$371,371.03 = Actual Monthly Service Charge to be invoiced to the City of \$286,921.26 (77.26% X \$371,371.03).

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

REGENCY ENTERPRISES SERVICES LLC

ATTEST:

BY: [Signature] 8-17-18
Date

BY: [Signature] 8/17/18
Date

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

BY: [Signature] 8/17/18
Director of Airports Date

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on August 22, 2018.

BY: [Signature] 8/23/2018
Secretary Date
Board of Estimate & Apportionment

APPROVED AS TO FORM BY:

COUNTERSIGNED BY:

[Signature] 8/17/18
City Counselor Date

[Signature] 8/29/18
Comptroller Date

ATTESTED TO BY:

[Signature] 9-5-18
Register Date

COMPTROLLER'S OFFICE
DOCUMENT # 73424

Exhibit A

**Affidavit
(Missouri Unauthorized Aliens Law)**

Confidential
garvinm@stlouis-mo.gov
2020-01-15 17:55:30 +0000

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

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared Walter L. Rule (Name of Affiant) who, by me being duly sworn, deposed as follows:

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

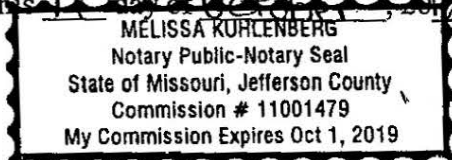
I am the Executive Vice President (Position/Title) of Regency Enterprises Services, LLC (Contractor).

I have the legal authority to make the following assertions:

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

Walter L. Rule
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 11 day of October, 2019.



Melissa Kuhlberg
Notary Public

My Commission Expires: 10/1/2019

Exhibit B

**ST. LOUIS LIVING WAGE ORDINANCE
LIVING WAGE ADJUSTMENT BULLETIN**

**NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2018**

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 **\$12.99** 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 **\$17.40** 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: **\$4.41** 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, 2018**. 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 www.stlouis-mo.gov/government/city-laws/ordinances/ordinance.cfm?ord=65597 or obtained from:

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

Exhibit C

Airport Supplied Equipment

Confidential
garvinm@stlouis-mo.gov
2020-01-15 17:55:30 +0000

AIRPORT SUPPLIED EQUIPMENT LIST

The Airport may provide for the use by the Cleaning Contractor in performance of this contract the following equipment:

EQUIPMENT:

PURCHASE DATE:

4—Tennant (Model: 7100)

Small Rider Floor Scrubbers

[01]	C Concourse	S/N: 7100 1052 8587	3911.3Hrs	07 Jul 2011
[02]	A Concourse	S/N: 7100 1055 8255	2929.2Hrs	09 Feb 2012
[03]	Terminal 1	S/N: 7100 1055 6373	2953.9Hrs	26 Jan 2012
[04]	Terminal 2	S/N: 7100 1055 6374	4009.3Hrs	26 Jan 2012

1—Tennant (Model: T12)

Compact Battery-Powered Rider Scrubber

[06]	Terminal 2	S/N: T12-10763934	1277.7Hrs	25 Mar 2013
------	------------	-------------------	-----------	-------------

3—ICE (Model: RS26L) Ride-on Auto Scrubbers

02 Apr 2018

[53]	B Concourse	S/N: 6010 6100 153
[54]	B Concourse	S/N: 6010 6100 154
[55]	B Concourse	S/N: 6010 6100 155

Escalator Cleaning Machines

1—Rotomac 340
1—Duplex 550

04 Aug 2008
04 Aug 2008

Propane Burnishers

3—Aztec

2012 / 2018

2-Way Portable Radios

5—Motorola

Please Note:

Tennant/ICE machines will have preventative maintenance performed on them on a bi-monthly basis (every 2 months) at NO cost to the Contractor. This scheduled preventative maintenance for these machines will be paid for by the Airport.

All other service or repairs that are needed to the Tennant/ICE machines, caused by abuse, negligence or normal wear and tear as defined by the Airport Representative, will be at the sole expense of the Contractor and completed by an authorized repair service technician, dealer or manufacturer.

If any Tennant/ICE machine is inoperable for more than 24 hours due to abuse or negligence, as determined by the Airport Representative, then the Contractor will be responsible for promptly and timely providing a replacement or replacement rental machine at the Contractor's expense. The Contractor shall also be responsible for the cost of the repairs to the inoperable unit from a qualified repair station as stated above.

If any City owned Tennant/ICE machine is inoperable for more than 24 hours as a result of normal wear and tear, then the Contractor shall promptly and timely rent a replacement unit at the City's expense (no markup). The Contractor shall remain responsible for the cost of the repairs to the inoperable unit from a qualified repair station.

If any City owned radio or escalator machine is damaged due to abuse or negligence, as determined by the Airport Representative, then the Contractor will be responsible for the cost of the repairs to the damaged unit by the Airport or the Airport's radio contractor.

Exhibit D

Airport Supplied Products

Confidential
garvinm@stlouis-mo.gov
2020-01-15 17:55:30 +0000

AIRPORT SUPPLIED PRODUCTS LIST

The Airport will provide for the use by the Cleaning Contractor in performance of this contract the following paper products and dispenser supplies:

SUPPLIES:

<u>Item #</u>	<u>Description</u>
DS-5000	Discreet Seat Half-Fold Toilet Seat Covers
KL260	Kraft Waxed Liners for sanitary napkin disposal
GP-89470	White High Capacity Touchless Roll Towels for paper towel dispensers
19375	2-Ply White Coreless Bath Tissue
GP-89430	White High Capacity Touchless Roll Towels for Family Assist (recessed) paper towel dispensers
WC-375-C-8	WhiskCare Instant Hand Sanitizer Gel with Alcohol
91590-07	Kleenex Moisturizing Foam Hand Sanitizer for stand dispensers at A, C and T2 security checkpoints
1607-11	Sienna 27-inch Buffer pads
1607-12	Red 14-inch Buffer pads
1607-13	Purple 27-inch Buffer pads
1493P-95	Screen Z Urinal Deodorizers—Citrus Zest
1493P-95	Screen Z Urinal Deodorizers—Winter Blast
TFX5665-02	GOJO Cleaner Hand Foam 1250ML
FMX5265-02	GOJO Cleaner Hand Foam 2000ML
5700751	Sloan (SJS-1751) Healthminder Sensor Deck-Mount Foam Soap
CX18545-04	GOJO Cleaner Hand Foam 2300ML
PCSJHRN	28" x 45" Natural Can Liners
PSJHRBK	28" x 45" Black Can Liners
PC44XHBK	36" x 47" Black Can Liners

Exhibit E

Staffing Guidelines and Requirements

Confidential
garvinm@stlouis-mo.gov
2020-01-15 17:55:30 +0000

Exhibit E

STAFFING GUIDELINES AND REQUIREMENTS

2.1 **POSITION: OPERATIONS MANAGER (OM) –**

- 2.1.1 Normal hours OM will be on site on 1st shift, Monday through Friday, however, all shifts will require the manager to be on site at scheduled and unscheduled times to support staff and Terminal needs, i.e., emergency operations, weather support, etc.
- 2.1.2 This position will represent the Contractor at the Airport. The Operations Manager (OM) shall have the ability to make decisions and have authority to obligate the Contractor on a financial and personnel basis. The OM will be the point of contact between the Management Team and the Contractor. The OM manages all contacted custodial operations including supervision, scheduling, inspection, and control of all custodial and related services as communicated and directed by the Airport. **This position will be responsible for and expected to monitor and enforce a progressive discipline policy, approved by the Airport Representative. It is expected the OM will take strict action, up to and including termination, to prevent abuse of call outs, lack of performance, poor customer service and no-shows.**
- 2.1.3 The OM must have knowledge of custodial means and methods and staffing skills necessary to achieve satisfactory results in an efficient manner.
- 2.1.4 The OM must have knowledge of contract requirements and creation of efficient work force planning to maintain properly skilled staffing levels to satisfy the contract.
- 2.1.5 The OM shall supervise custodial staff in a manner that does not disrupt, endanger, unreasonably interfere with, or delay the operations or activities or the tenants or movement of the traveling public.
- 2.1.6 The OM ensures cleaning practices; safety and quality control are being maintained while being compliant with all applicable OSHA, EPA, and direction provided by the Airport.
- 2.1.7 The OM communicates and interacts effectively with Airport Representative, the Airport Engineering Technicians and the Airport Housekeeping Manager.
- 2.1.8 Essential Duties And Responsibilities
 - 2.1.8.1 The OM maintains current knowledge of best practice in cleaning and assessment and work related skills.
 - 2.1.8.2 The OM shall be in charge of the Contractor's staffing, including work schedules and absence management which shall include scheduling vacations, holidays, sick time,

etc. The OM shall maintain up to date payroll records, and provide reports as required by the Airport's Management Team.

- 2.1.8.3 Evaluates the performance of subordinate staff, monitors and documents attendance and behavior patterns, confers with employees, and writes performance evaluations.
- 2.1.8.4 Initiates, and participates in the disciplinary process; coordinates, plans, commends and carries out disciplinary actions as needed.
- 2.1.8.5 Updates documentation of all primary work processes such as Cleaning, Loss Prevention, Emergency Response, and Disaster Recovery Plans to be reviewed annually.
- 2.1.8.6 Supervises and coordinates the work direction for workers to ensure productive work flow.
- 2.1.8.7 Able to function appropriately and direct the crew under demanding conditions and in emergency situations.
- 2.1.8.8 Counsels, coaches, and supervises all custodial employees associated within assigned contract.
- 2.1.8.9 Implements Daily/Weekly/Monthly/Quarterly/Annual schedules and checklists.

2.1.9 **REPORTING REQUIREMENTS**

- 2.1.9.1 The OM shall provide a work status report in a Daily Summary to the Airport Representative in a form acceptable to the Airport Representative .
- 2.1.9.2 The OM shall provide a comprehensive Monthly and Annual Report to the STL Ops & Mx team in a form acceptable to the Airport Representative.
- 2.1.9.3 The Airport requires the Contractor to keep records on the following, and the Operations Manager shall keep the following records in a form acceptable to the Airport Representative:
 - 2.1.9.3.1 Contractor's and Subcontractor's personnel records.
 - 2.1.9.3.2 An up-to-date database for equipment and inventory.
- 2.1.9.4 The manager and the contracting firm must keep books; records, and documents of the Contractor and its Subcontractor(s), as they relate to Work performed under this Agreement.
- 2.1.9.5 A comprehensive Monthly and Annual Report must contain and address and resolve the following, but not be limited to:

- 2.1.9.5.1 Serious issues and concerns with operations
- 2.1.9.5.2 Staffing, equipment, supplies, materials issues
- 2.1.9.5.3 Electronic records of weekly time for each employee and Subcontractor(s)
- 2.1.9.5.4 Complete description of the method and procedures for collection of data
- 2.1.9.5.5 A summary of Daily Maintenance Log Sheets
- 2.1.9.5.6 Accounting for parts and labor spend on corrective unsatisfactory, incomplete work or failed inspections.
- 2.1.9.7.7 Work management and progress
- 2.1.9.5.8 Work status and request for extensions
- 2.1.9.5.9 Customer Service issues, and comments
- 2.1.9.5.10 Outstanding issues and/or resolution\
- 2.1.9.5.11 QA Reports (Daily/Weekly/Monthly/Quarterly/Annual reports)
- 2.1.9.5.12 Special projects and completion status
- 2.1.9.5.13 Safety, Training, and Compliance Audit Report
- 2.1.9.5.14 Safety incidents
- 2.1.9.6 The Operations Manager is responsible for promptly notifying the Airport Police and the Airport Ops Center of all accidents arising from the performance of this Agreement involving bodily injury to workers, building occupants, visitors, or other persons.
- 2.1.9.7 Records must be maintained for three (3) full years from the date of the final payment or longer as required by law.
- 2.1.10 **QUALITY CONTROL REQUIREMENTS**
- 2.1.10.1 Contractor's program shall include, but not be limited to, all elements of the quality control program.
- 2.1.10.2 The OM utilizes quality control inspections as a means of monitoring work performance to ensure services are being provided in accordance with the Specification.

Confidential
garvinm@stlouis-mo.gov
2020-01-15 17:55:30 +0000



T1 Ticketing Level

Corridor	42,518 Sq. Ft.
Joint Use	3,886 Sq. Ft.
Restrooms	1,297 Sq. Ft.
Stair	2,247 Sq. Ft.

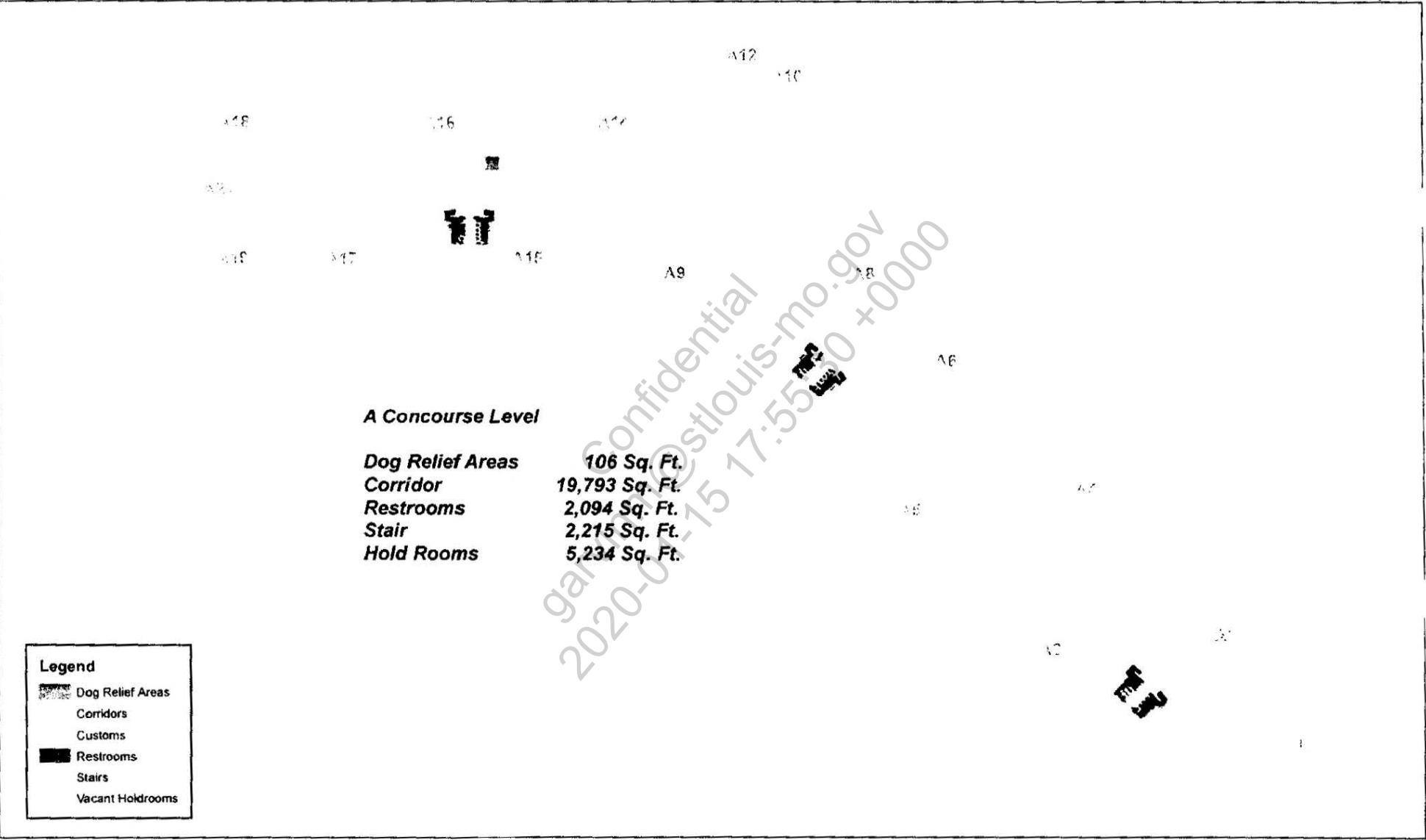
Legend


Corridors

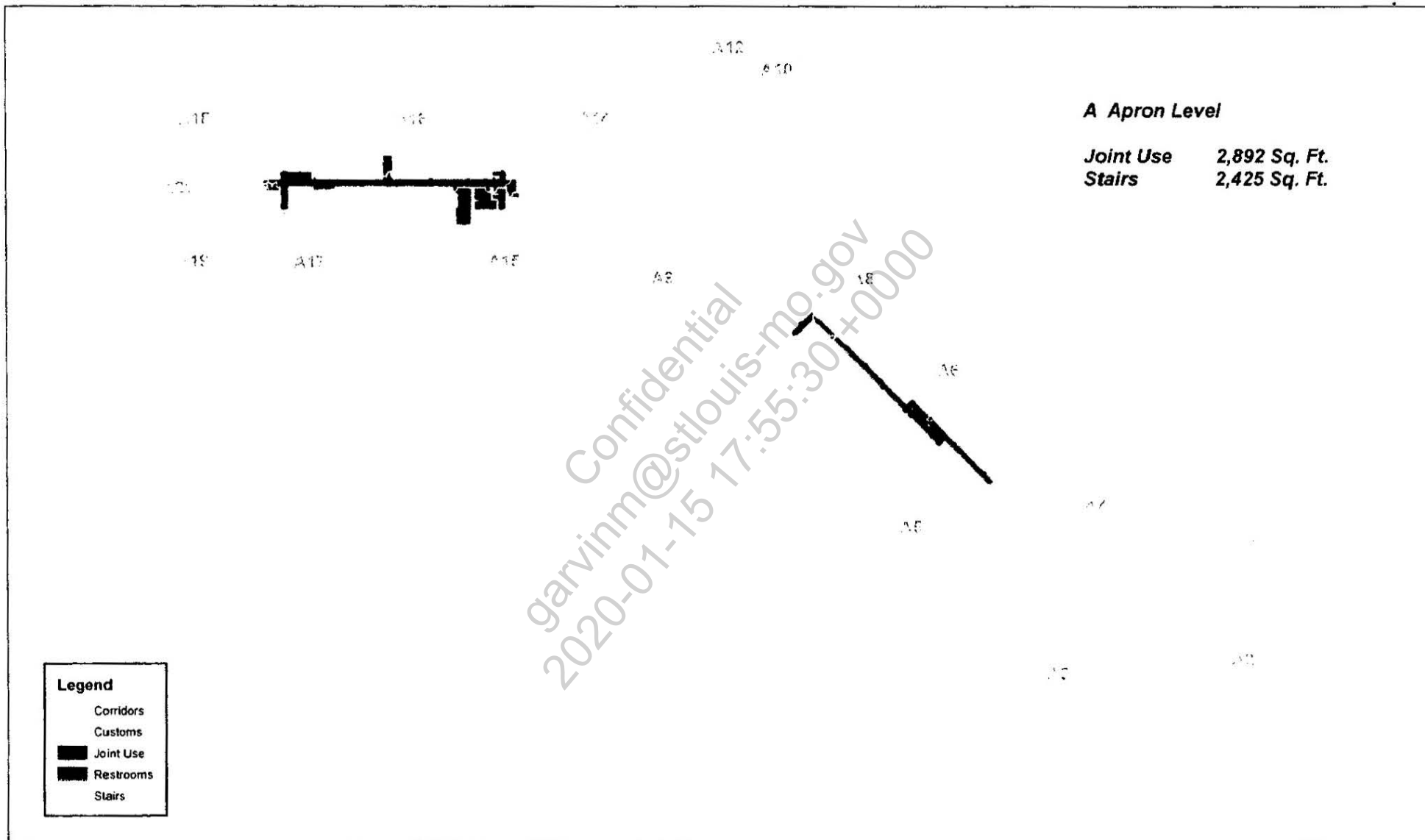
Joint Use

Restrooms

Stairs



 LAMBERT- ST.LOUIS INTERNATIONAL AIRPORT ®	Cleaning Exhibit Concourse Level	<small>This document and its contents are the property of Lambert-St. Louis International Airport. The reproduction or dissemination of this document or any part thereof by any person is prohibited without the written permission of the Lambert-St. Louis International Airport. The information contained on this document has been compiled from multiple sources, and the Lambert-St. Louis International Airport does not make any warranty as to the responsibility or accuracy of the information reproduced or included on this document in the property of the Lambert-St. Louis International Airport.</small>	Coordinate System: State Plane Coordinate, Missouri East Zone North American Datum 1983 Survey Feet	Prepared By: Date: 6/27/2016 Revision No: Date:	Review and Approval By: Date: Drawing Name Date:
---	---	---	--	--	--



LAMBERT-ST. LOUIS
INTERNATIONAL AIRPORT®

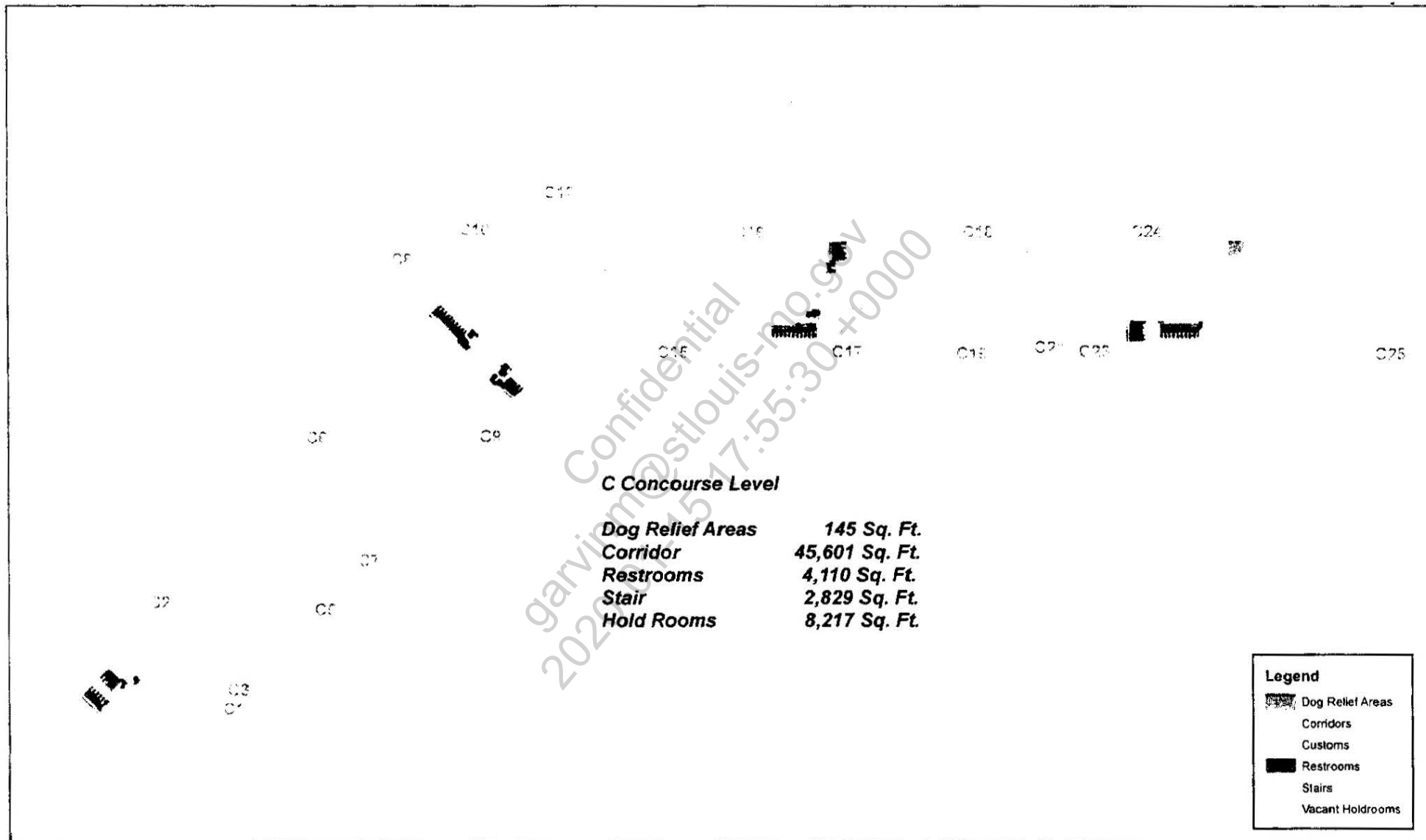
Cleaning Exhibit Apron Level

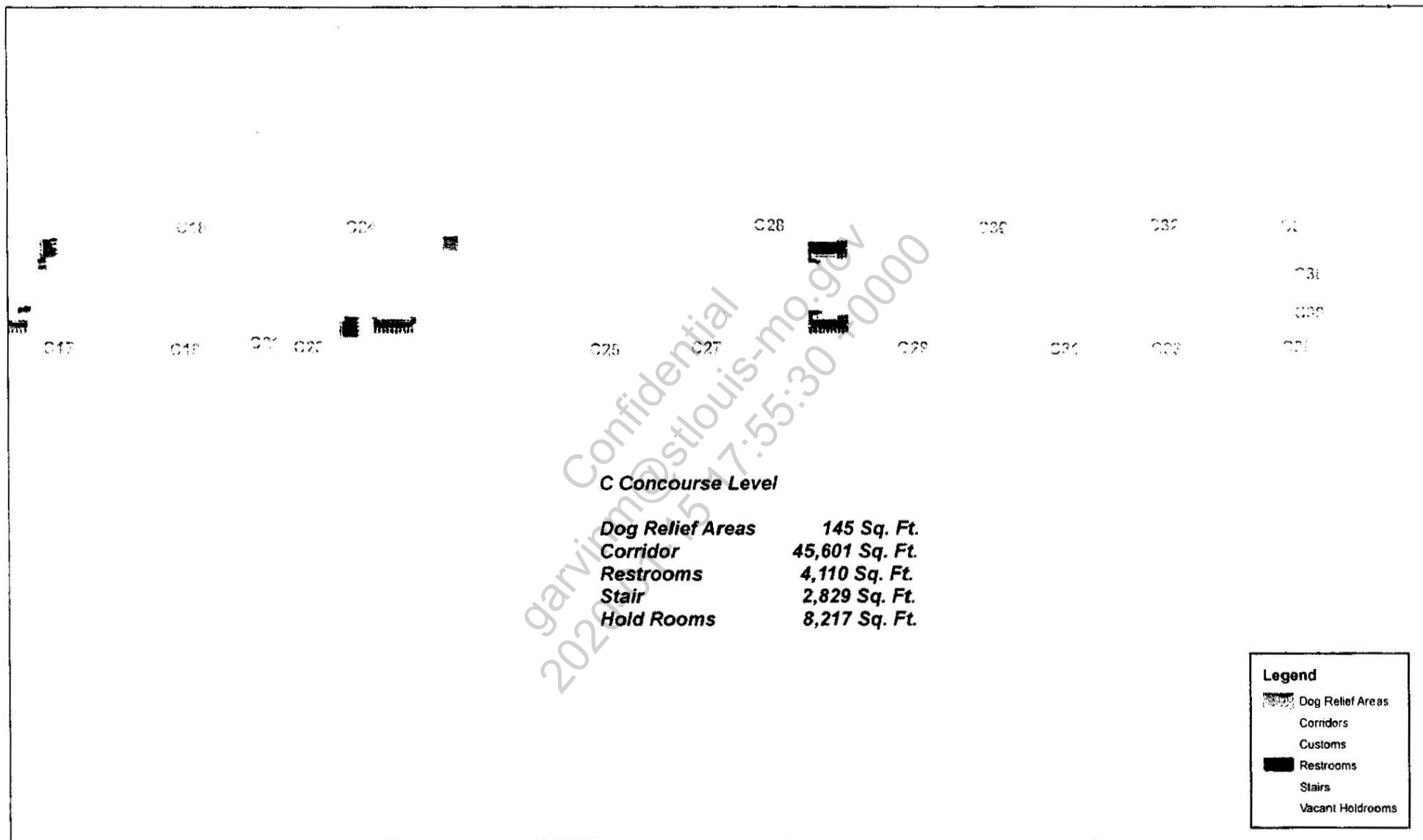
This document and its contents are the property of Lambert-St. Louis International Airport. The reproduction or dissemination of this document, or any part thereof, by any person is prohibited without the written permission of the Lambert-St. Louis International Airport. The information contained in this document has been compiled from multiple sources, and the Lambert-St. Louis International Airport does not make any warranty as to the representation or accuracy. The information represented or implied in this document is the property of the Lambert-St. Louis International Airport.


Coordinate System:
State Plane Coordinate, Missouri East Zone
North American Datum 1983 Survey Feet

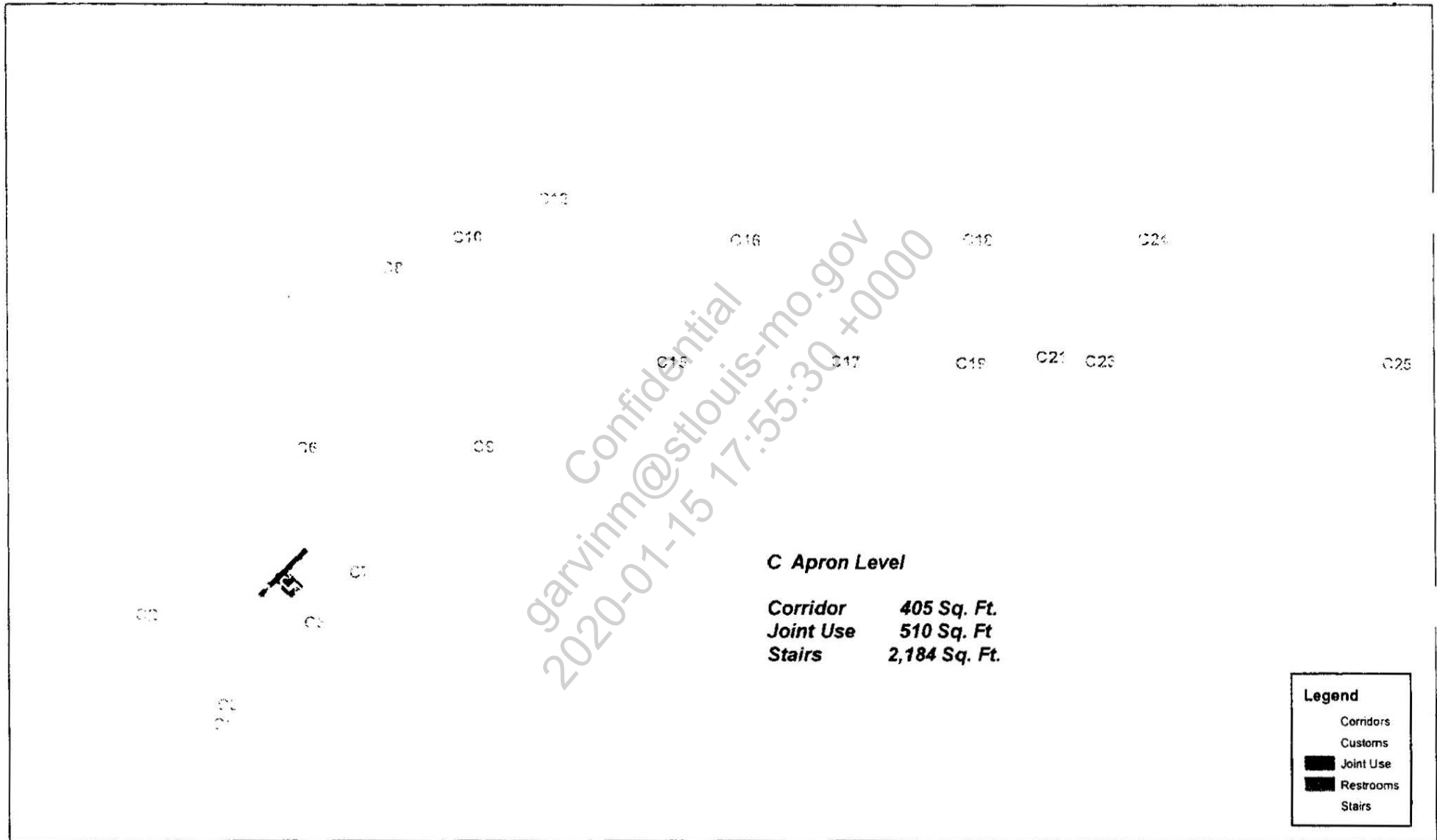
Prepared By:
Date: 6/27/2018
Revision No.:
Date:


Review and Approval By:
Date:
Drawing Name:
Date:





 LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®	Cleaning Exhibit Concourse Level	<small>This document is intended for use in connection with the project of the International Airport. The reproduction or distribution of this document, or any part thereof, by any means is prohibited without the written permission of the International Airport. The information contained in this document has been prepared from multiple sources and the project of the International Airport does not make any warranty as to the accuracy or reliability of the information represented or implied in this document at the discretion of the International Airport.</small>	Coordinate System: State Plane Coordinate, Missouri East Zone North American Datum 1983 Survey Feet	Prepared By: Date: 6/27/2016 Reviewed By: Date:	Review and Approval By: Date: Drawing Name: Date:
---	---	---	--	--	--



 LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®	Cleaning Exhibit Apron Level	<small>This document and its contents are the property of Lambert-St. Louis International Airport. The reproduction or distribution of this document or any part thereof by any person is prohibited without the written permission of the Lambert-St. Louis International Airport. The information contained in this document has been derived from multiple sources and the Lambert-St. Louis International Airport does not make any warranty as to the accuracy or reliability of the information represented or shown on this document as the property of the Lambert-St. Louis International Airport.</small>	Coordinate System: State Plane Coordinate, Missouri East Zone North American Datum 1983 Survey Feet	Prepared By: Date: 8/27/2016 Revision No: Date:	Review and Approval By: Date: Drawing Name: Date:
---	-------------------------------------	---	--	---	---



C Ticketing Level

Corridor	4,815 Sq. Ft.
Restrooms	371 Sq. Ft.
Stair	969 Sq. Ft.

Legend

- Corridors
- Joint Use
- Restrooms
- Stairs



LAMBERT-ST. LOUIS
INTERNATIONAL AIRPORT®

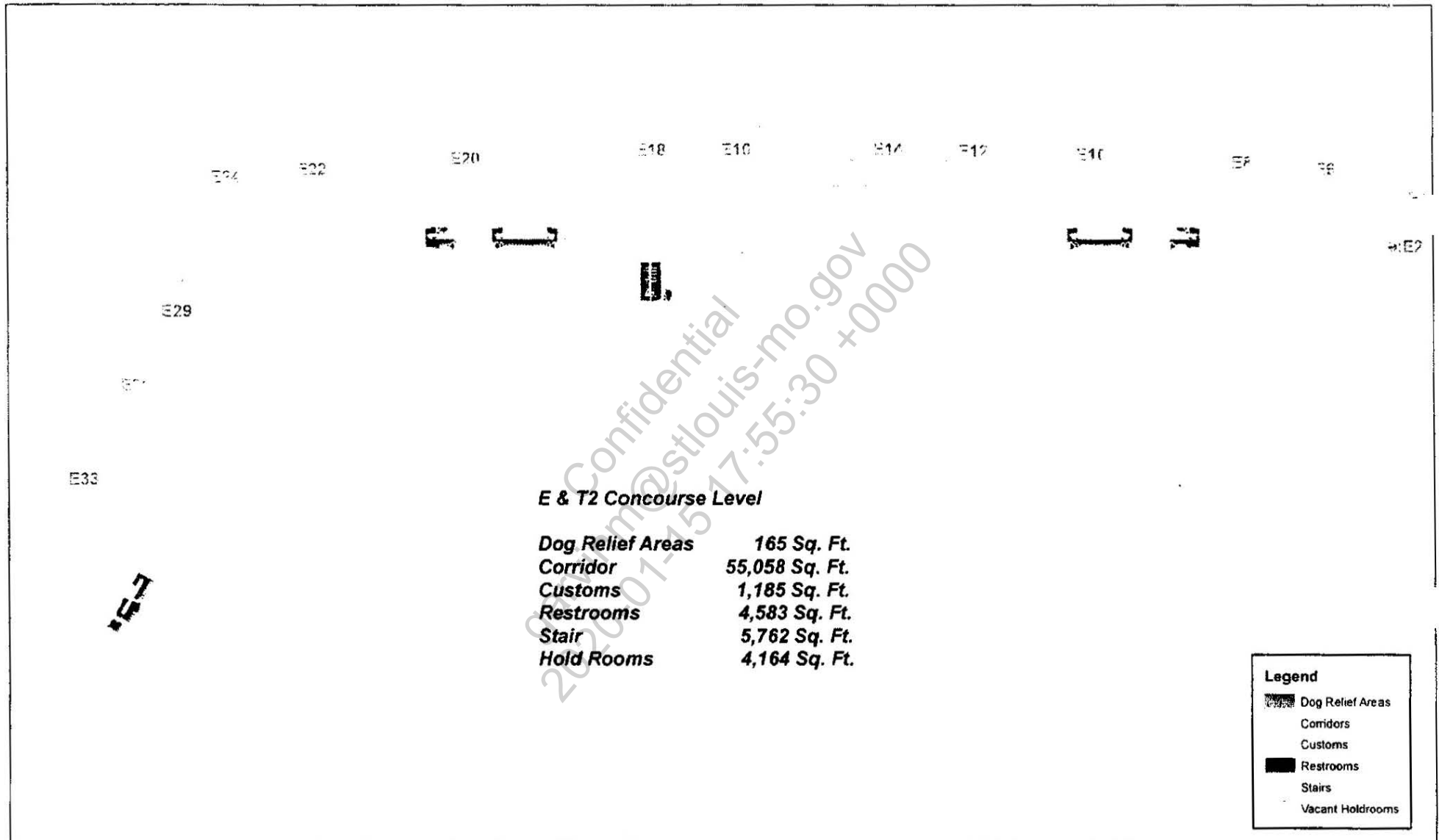
Cleaning Exhibit Ticketing Level

This document is not to be reproduced or used in any manner without the express written permission of the LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT. The information contained on this document has been compiled from various sources, and the LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT does not make any representation as to the accuracy or reliability of the information represented or stated on this document or the property of the LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT.

Coordinate System:
State Plane Coordinate, Missouri East Zone
North American Datum 1983 Survey Feet

Prepared By:
Date: 8/27/2016
Revision No.:
Date:

Review and Approval By:
Date:
Drawing Name:
Date:





E40 E38

E30

E34

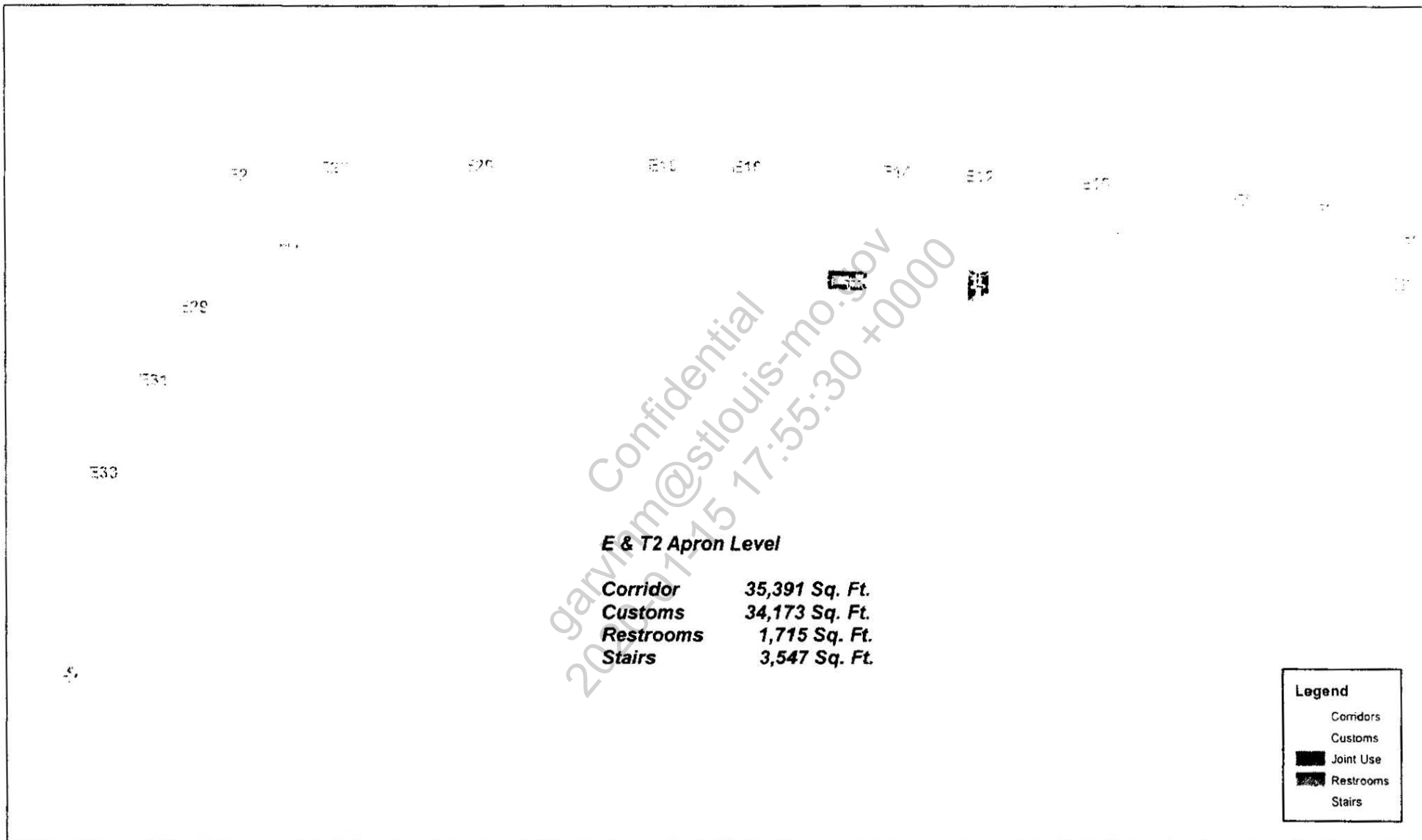
E Concourse Level

Dog Relief Areas	208 Sq. Ft.
Corridor	23,784 Sq. Ft.
Restrooms	1,328 Sq. Ft.
Stair	642 Sq. Ft.

Legend	
	Dog Relief Areas
	Corridors
	Customs
	Restrooms
	Stairs
	Vacant Holdrooms

The documents and all information contained herein are the property of the St. Louis Lambert International Airport. The reproduction or distribution of this document or any part thereof by any person is prohibited without the written permission of the Lambert-St. Louis International Airport. The information contained in this document has been compiled from multiple sources, and the Lambert-St. Louis International Airport does not make any representation or warranty of accuracy. The information represented or updated on this document is the property of the Lambert-St. Louis International Airport.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT	Cleaning Exhibit Concourse Level	Coordinate System: State Plane Coordinate, Missouri East Zone North American Datum 1983 Survey Feet	Prepared By:	Review and Approval By:
			Date: 7/10/2017	Date:
			Revision No:	Drawing Name:
			Date:	Date:



**LAMBERT-ST. LOUIS
INTERNATIONAL AIRPORT®**

Cleaning Exhibit Apron Level

This document and its contents are provided as a courtesy by Lambert-St. Louis International Airport. The reproduction or dissemination of this document in any form without the written permission of the Lambert-St. Louis International Airport is prohibited. The information contained on this document has been compiled from multiple sources, and the Lambert-St. Louis International Airport does not make any warranties by its representation or otherwise. The information represented or included on this document is the property of the Lambert-St. Louis International Airport.

Coordinate System:

State Plane Coordinate, Missouri East Zone
North American Datum 1983 Survey Feet

Prepared By:

Date: 8/27/2016

Revision No:

Date:

Review and Approval By:

Date:

Drawing Name:

Date: