



ST. LOUIS LAMBERT  
INTERNATIONAL AIRPORT™



CITY OF ST. LOUIS

**PROFESSIONAL SERVICE AGREEMENT FOR  
SECURITY GUARD SERVICES**

**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT**

**CONTRACT NO.:**

**CONTRACT NOT-TO- EXCEED AMOUNT: \$18,284,489.06**

**CONSULTANT:** Whelan Security Co.  
1699 South Hanley Road  
Suite 100  
St. Louis, Missouri 63144

**FEDERAL I.D.** #43 - 0769651

**ESTIMATED ANNUAL ENCUMBRANCES:**

FY 2018	\$3,975,588.81
FY 2019	\$6,008,690.30
FY 2020	\$6,158,874.88
FY 2021	\$2,141,335.07

**CONTRACT AUTHORIZED BY:**      **ORDINANCE NO.**      70540  
**BUDGET ACCOUNT:**      5637

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

**CITY OF ST. LOUIS**  
**PROFESSIONAL SERVICE AGREEMENT FOR**  
**SECURITY GUARD SERVICES**  
**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT**

This Agreement, made and entered into this 10<sup>th</sup> day of Oct., 2017 ("Agreement"), by and between the City of St. Louis, a municipal corporation of the State of Missouri (the "City") and Whelan Security Co. ("Consultant").

**WITNESSETH THAT:**

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

**WHEREAS**, City seeks to contract with the Consultant for Security Guard Services as more fully described herein.

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

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Reimbursable Expenses

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

**1. DEFINITIONS**

The following terms and definitions are used in this Agreement:

<b>"Agreement"</b>	This means this Agreement between the City and Whelan Security Co.
<b>"Airport"</b>	This means St. Louis Lambert International Airport, which is owned by the City and is operated for the City by the Airport Authority of The City of St. Louis, a department of the City.
<b>"Airport Director"</b>	This means the Director of Airports of The City of St. Louis or his/her authorized or designated representative(s).
<b>"Airport Representative"</b>	This means the Airport Security Coordinator (ASC), Alternate ASC, or other representative designated or authorized by the Manager.
<b>"Authority"</b>	This means the Airport Authority of The City of St. Louis.
<b>"Branch Manager"</b>	This means any person the Consultant employs to oversee and manage their Branch Office and personnel providing service at the Airport. The Branch Manager is responsible for management of the services provided under the terms of this Agreement with the City to include administrative and operational management of services provided in accordance with this Agreement. The Branch Manager is also responsible for managing the Airport Security Guard Services provided by any subcontractor of the Consultant.
<b>"Branch Office"</b>	This means a division of the Consultant's company that is physically located at the Airport and includes the office of the Branch Manager. The Branch Office must be staffed on a schedule determined by the Airport Representative, and be fully equipped to perform all functions associated with the management and operation of the Airport Security Guard Services to be provided in accordance with the provisions of this Agreement. The Branch Office space, as well as the routine maintenance of said space, will be provided by the City at no charge to the Consultant.

The Branch Office must contain the records and files generated by the Consultant in the performance of the services contemplated herein or provided by the City, which must be available for inspection and use by the Airport Representative or his/her designee.

The Branch Office and all equipment contained therein (including telephones) must only be used in connection with the Airport Security Guard Services under this Agreement, and may not be used for other business of the Consultant.

During hours when the Branch Office is closed, the Consultant will provide alternate contact information for the Branch Manager and other senior staff as requested by the Airport Representative.

<b>“City”</b>	This means The City of St. Louis, owner and operator of St. Louis Lambert International Airport.
<b>“Commencement Date”</b>	This means the first day of the term of this Agreement, November 1, 2017 as provided for in Section 9.0.
<b>“Consultant”</b>	This means Whelan Security Co.
<b>“Contract Year”</b>	This means a consecutive twelve (12) calendar month period beginning on the Commencement Date and each twelve (12) consecutive calendar month period thereafter during the term of this Agreement.
<b>“day(s)”</b>	This means consecutive calendar days unless otherwise expressly stated.
<b>“Expiration Date”</b>	This means the date the term of this Agreement ends which is October 31, 2020 as provided for in Section 7.0.
<b>“Holiday”</b>	This means New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
<b>“Manager”</b>	This means the Airport Deputy Director of Operations or his/ her designated or authorized representative.
<b>“Provisions”</b>	This means the terms, covenants, conditions, warranties, and specifications of this Agreement.

**“Security Guard”**

This means an unarmed licensed security guard officer the Consultant employs (including its subcontractors’ employees) who is to perform functions determined by the Airport Representative, including by not limited to: ensuring that emergencies and security violations are readily discovered and reported to the City and who intervenes directly in situations that require minimal action to safeguard property or persons. Duties require Airport specific training. The Consultant shall also provide classroom training as provided for in Section 2, entitled “Scope of Work,” before assignment to a post.

**“Security Supervisor”**

This means an unarmed licensed security officer the Consultant employs (including its subcontractors’ employees) who is to perform functions determined by the Airport Representative, including, but not limited to: a) ensuring enforcement of regulations designed to prevent breeches of security; b) exercising judgment and discretion in dealing with emergencies and security violations encountered; and c) determining whether first response should be to intervene directly, to keep situation under surveillance, or to report situation so that it can be handled by appropriate authority. Duties require Airport specific training approved by the Airport Representative. The Consultant shall also provide classroom training, as provided for in Section 2, entitled “Scope of Work,” before assignment to a post.

**2. SCOPE OF WORK**

Subject to the Provisions of this Agreement, the Consultant shall provide a minimum of 4,000 Security Guard and Security Supervisor hours per week. The work performed under this Agreement must be controlled and managed through a Branch Office located at the Airport and designated for that purpose by the Airport Representative.

- A. The Consultant may be required to provide security services at pedestrian and vehicular gates and access points, employee inspection services, employee screening services, vehicle screening services, airfield, terminal and bag-room patrols, perimeter inspections, alarm response, CCTV monitoring, assisting with emergencies, ID badging services & verification, traffic management and parking control, escort services for restricted area access, ramp licensing, physical security inspections/patrols, inspection of delivered goods, dispatch services, and other related security and support functions in support of the Airport’s security programs and emergency response.



- B. The Consultant shall provide twenty-four (24) hours of security guard service per day, seven (7) days a week, including Holidays as defined in Section 45.G.
- C. The Consultant will identify a single point of contact and an alternate point of contact through which all information concerning security service can be communicated to and from the Airport Representative.
- D. The Consultant shall ensure that all Security Guards and Security Supervisors are thoroughly familiar with all applicable federal, state, and local laws, rules, regulations and procedures including Airport rules and procedures before they are allowed to staff any Airport post unsupervised. If any significant change in the rules, regulations and procedures are mandated by the Airport Representative or the Transportation Security Administration ("TSA"), the City will conduct retraining at the City's expense. However, if deficiencies in the Consultant's performance and staff are observed, this will require recurrent training at the Consultant's expense.
- E. The Consultant shall ensure that Security Guards and Security Supervisors timely submit a written shift report in a form acceptable to the Airport Representative for every shift worked.
- F. The Consultant agrees to immediately replace any Security Guard or Security Supervisor should the Airport Representative recommend that the action should be done for the good of the services being rendered under this Agreement. Such request by the Airport Representative will not require written notification to the Consultant and may be for any reason provided such recommended action is not prohibited by law.
- G. The Consultant at its sole cost, shall provide two (2) vehicles to provide 24 hours per day/7 days per week (including Holidays) on site assistance. The vehicles must be marked with the company name on the sides of both front doors of the vehicle. Additionally, up to two (2) vehicles must be available within 24 hours for special details or irregular operations. These extra vehicle may be required to remain on site until the special detail has been completed, typically lasting twelve to sixteen hours. If the additional vehicles are required for a special detail or emergency lasting greater than forty-eight (48) hours, the Consultant may invoice the Airport \$50/day per vehicle while they are required by the Airport Representative to be on site. The vehicle type, model, markings, and condition, including lighting, must be approved in writing by the Airport Representative.
- H. The Consultant shall provide at least twelve (12) (exact number to be determined by the Airport Representative) appropriately trained and Airport badged Security Guards per shift on-site within two (2) hours of notification of an emergency call-up by the Airport Representative.

- I. The Consultant, and their sub-contractors, shall provide new and complete proper uniforms of the type and style dictated by local weather conditions and said uniforms must be approved in writing by the Airport Representative. Uniform expenses will be included in the hourly rate itemization and is not to be considered a part of the Consultant's employees' wages in the uniform allowance. The approved uniform must be provided at Consultant's expense with no cost to the Consultant's employees. Consultant shall equip all security officers with retroreflective safety vests, which shall be worn at all times on the airfield, and at vehicle gates.
- J. At the Commencement of this Agreement, and at any time thereafter for newly assigned Security Guards and Security Supervisors, the *initial minimum training requirements* for all security personnel (including Security Guards and Security Supervisors) assigned to work at the Airport under this Agreement will be conducted at a facility provided by the Consultant, and away from Airport premises except where noted below, and at the Consultant's expense, unless expressly provided for herein (see Section 2.0, Paragraph K). The "**Initial Minimum Training Requirements**" for each Security Guard and Security Supervisor will be conducted by the Consultant at its cost and will include but not necessarily be limited to the following:
  1. Orientation (2 hours) – Definition of Security Relationship of Private Security and Law Enforcement, Public Relations, Deportment and Appearance, Maintenance and Safeguarding of Uniforms and Equipment.
  2. Legal Power and Limitation (2 hours) – Prevention vs. Apprehension, Arrest, Search and Seizure, Use of Force and Civil Liability.
  3. General Duties (2 hours) – Patrol and Inspection, Fire Hazards and appropriate Fire Responses, Safety.
  4. Handling Emergencies (1 hour) – Procedures for Fires, Bomb Threats, Explosions, Floods, Riots, etc.; including Reporting Emergencies.
  5. Report Writing (1 hour) – Note taking, essentials of producing a concise, complete written report.
  6. Active Shooter Training.
  7. Identifying Suspicious Items & Packages Training and identifying Vehicle Borne Improvised Explosives Devices (VBIED) Training.
  8. Security Identification Display Area (SIDA) Training, on Airport.
  9. Examination (1 hour) – Consultant will prepare, administer and discuss an examination approved by the Airport Representative. Contents of the

examination should be submitted in advance to the Airport Representative for review and written approval

10. Americans with Disability Acts (ADA) Awareness Training.

11. a. The Airport's computerized Interactive Employee Training (IET) Modules: 1) Airport Emergency Plan (15 mins), 2) Public Protection (7 mins), Basic Security Awareness (20 mins), and Sensitive Security Information (SSI) Training, located and provided on Airport.
- b. Post Specific Training:
  - i. Comprehensive Vehicle Assessment and Inspection Techniques, to include Proper Use of Inspection Mirrors on interior and exterior (undercarriage) of vehicle.
  - ii. IED recognition.
  - iii. Employee searches and screening.
  - iv. Delivery of inspections and searches of goods.
  - v. Traffic Management & Control techniques and roadway hazard prevention and safety.
  - vi. Taxi Starter Training.
  - vii. Alarm Center / CCTV.
- c. Documentation of compliance with the above minimum requirements for each assigned Security Guard and Security Supervisor must be included in the personnel records of each employee and must be kept and maintained on file at all times at the Branch Office.
- d. The Airport Representative may amend, delete or add to the above Initial Minimum Training as operationally necessary, in coordination with the Consultant.

- K. 1. Security Guards and Security Supervisors assigned to staff designated posts may also be required to attend additional training classes, to be conducted by the City at the Consultant's expense.
2. No Security Guard or Security Supervisor will be issued an Airport identification badge by the Airport until the criminal background check

described in Section 2.0, Paragraph P.9, below, has been completed to the satisfaction of the Airport Representative.

- L. Security Guards and Security Supervisors who are required to drive within the Airport Operations Area ("AOA") will, in addition to the training outlined in Section 2.0, Paragraphs J and K, above, be required to attend a non-movement area driving class, to be conducted by the City at the Consultant's expense.
- M. At the start of this Agreement, the Airport Representative, at his or her sole discretion, may require a Security Guard Services class tailored to the work contemplated herein. If ordered, this class will be conducted at the expense of the Airport.
- N. The Airport Representative, at his or her sole discretion, may require additional Security Guard and Security Supervisor training over the term of this Agreement. Any additional training will be at the sole expense of the Consultant.
- O. The Airport Representative retains the right to conduct periodic testing and observation of all personnel to ensure these training requirements are being met. Further, if it is determined by the Airport Representative that the standards are not being met, retraining will be conducted immediately by the Consultant at its expense.
- P. All assigned Security Guards and Security Supervisors must meet or satisfy the following minimum requirements:
  - 1. Be properly licensed under guidelines set forth by St. Louis County and carry such license at all times while providing service under the Agreement;
  - 2. Have basic written and oral skills in English;
  - 3. Have a high school diploma or equivalent;
  - 4. Be twenty-one (21) years of age or older;
  - 5. Be a citizen of the U.S;
  - 6. Submit to a background (including criminal history) check, conducted by the SLAPD, and Security Threat Assessment (STA), at the Consultant's expense;
  - 7. Be properly uniformed, badged, and equipped; all such uniforms and equipment must be approved in advance and in writing by the Airport Representative;

8. Pass an initial chemical test and analysis for the detection of the illegal use or abuse of drugs, alcohol, and contraband substances. Testing will be done by an independent laboratory at the Consultant's expense. The Airport Representative reserves the right, at his or her sole discretion, to approve the type of test, the threshold levels for the initial and confirmatory tests, if applicable, and the laboratory or clinic selected; and
9. All Security Guards, Security Supervisors, and other Consultant employees receiving airport-issued access media (see Section 2.0, Paragraph K, above) must submit to a fingerprint based criminal history record check, conducted by the SLAPD, and pass a Security Threat Assessment, as required by 49 CFR 1542. Applicable badge holders will be enrolled in Rap Back, a program that perpetually vets badge holders for arrests of Enumerated Crimes that may result in badge revocation. These requirements may be amended from time to time as required by the Transportation Security Administration. All costs associated with the fingerprint based background check shall be the sole responsibility of the Consultant. The current base cost of \$40.00 for each fingerprint based background check will be the sole responsibility of the Consultant.
10. Consultant shall perform regular (defined as no less than once per week) quality assurance inspections and tests to ensure compliance with all federal, state and local regulations and with Airport requirements stated in this scope and rectify any observed problems. The quality assurance program data will be made available to the Airport Representative within forty-eight (48) hours of the request being made. All data supporting this program must be maintained by the Consultant for the duration of a signed agreement and must be presented to the Airport Representative no less than once per calendar month.
11. Consultant shall provide the Airport Representative, no less than seven (7) days in advance, a weekly schedule demonstrating coverage as defined within this Agreement.
12. The Consultant's Branch manager and senior management staff will meet with the Airport Representative no less than once per quarter. These will be scheduled meetings, and at these meetings the Consultant shall provide results of internal quality assurance tests as required in this Agreement.
13. Consultant shall be aware minimum staffing levels may increase or decrease at any time during the contract period, as needed by the Airport, to meet daily security/safety requirement changes, seasonal demands, changing TSA requirements and budgetary changes.
14. Consultant shall maintain minimum staffing levels at all times.

15. Consultant shall demonstrate it has the ability to increase staffing to meet unanticipated Airport Operational needs such as large-scale emergencies or National Terrorism Advisory System Level increases. The Airport Representative may waive some Airport specific training requirements and certifications in the event of such emergencies.
16. While on duty, Consultant's personnel shall be alert and attentive, and shall not use personal wireless devices (including Bluetooth), socialize, or conduct personal business on their watch. Consultant's personnel shall not smoke or eat at a post. Consultant shall ensure that sufficient personnel are available to provide continuous coverage at posts during breaks.
17. Consultant's personnel shall not discuss their duty assignments and sensitive security information (SSI) to anyone who does not have an official need to know.
18. Consultant's personnel, who, in the performance of their official duties, become knowledgeable or aware of the details of an act of air piracy, terrorist activity, or unauthorized access, shall report it immediately to Airport authorities and not divulge sensitive security information (SSI) to unauthorized personnel. Such information includes, without limitation:
  - a. Any information about the incident or efforts to resolve the incident, or any disclosure which may jeopardize the safety of any persons involved.
  - b. Any information identified by officials of an agency of the U.S. Government which concerns techniques and procedures used for resolving acts of air piracy, the disclosure of which is likely to jeopardize the safety of domestic and international civil aviation.
  - c. Any information about the security systems and procedures in operation at the Airport. This includes personnel information, shift schedules, computer access codes, personnel access procedures, and other security and safety information.
19. Consultant & employees are prohibited from making any video or audio recordings of incidents or responses regarding Airport issues without City approval.
20. Consultant shall be responsible for directing and controlling the work of its employees to include disciplinary measures and incentives.
21. Consultant shall be responsible for the repair, replacement, maintenance, and cleaning of all equipment, supplies, office space, guard booths

(cleaning only), necessary to perform satisfactorily - the requirements and duties outlined in this specification.

- Q. Any work not herein specified which may be fairly implied as included in the Agreement, of which the Director shall be the sole and absolute judge, will be done by the Consultant at no extra cost to the City. The Consultant shall do all additional or extra work ("**Extra Work**") that may be ordered by the Director in writing. No claim for Extra Work shall be granted or allowed in favor of the Consultant unless such Extra Work has been ordered in advance by written request of the Director.
- R. Consultant may be required to contract independently with tenants and other contractors working at the Airport and in need of security services to comply with Airport security requirements.
- S. In general, the acceptable performance of security guard duties requires the selected Consultant to have:
1. Knowledge of airport general security and asset protection procedures;
  2. Knowledge of Standard Operating Procedures and Post Orders, as published by the City;
  3. Knowledge of the physical layout of the airport;
  4. Knowledge of all rules and regulations of which the Service Provider is responsible to enforce;
  5. Knowledge of physical security systems including access control systems, CCTV systems, barriers, gates, fencing, and locking devices installed at assigned posts;
  6. Knowledge of patrol techniques i.e. foot vs. mobile;
  7. Knowledge of emergency response procedures;
  8. Knowledge of first aid for self and others;
  9. Knowledge of operational security and protection of sensitive information;
  10. Knowledge of personnel inspection practices and procedures;
  11. Knowledge of personnel screening practices and procedures; and
  12. Knowledge of vehicle inspection practices and procedures.

- T. The supervisor must be knowledgeable of all rules and regulations in which he/she is responsible for enforcing. The Supervisor must be knowledgeable about each security post, direct access point and applicable post orders. The Supervisor must review Security Officers' reports. The Supervisor is also responsible for ensuring the necessary notifications of incidents are performed during his/her shift.

### 3. **FEES/REIMBURSEMENTS**

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

#### **Continuous Months of Service**

	<b>Base Rate</b>	<b>12<sup>th</sup> Month</b>	<b>24<sup>th</sup> Month</b>	<b>36<sup>th</sup> Month</b>
<b>Security Guard Wage</b>	<b><u>\$13.20</u></b>	<b><u>\$13.45</u></b>	<b><u>\$13.70</u></b>	<b><u>\$13.95</u></b>
<b>Security Guard Billed Rate Per Hour</b>	<b><u>\$21.95</u></b>	<b><u>\$22.33</u></b>	<b><u>\$23.08</u></b>	<b><u>\$23.88</u></b>

#### **Continuous Months of Service**

	<b>Base Rate</b>	<b>12<sup>th</sup> Month</b>	<b>24<sup>th</sup> Month</b>	<b>36<sup>th</sup> Month</b>
<b>Security Supervisor Wage</b>	<b><u>\$14.20</u></b>	<b><u>\$14.45</u></b>	<b><u>\$14.70</u></b>	<b><u>\$14.95</u></b>
<b>Security Supervisor Billed Rate Per Hour*</b>	<b><u>\$23.58</u></b>	<b><u>\$23.75</u></b>	<b><u>\$24.52</u></b>	<b><u>\$25.32</u></b>

\*Security Supervisor Rate applies to both the Manager and Assistant Manager positions.



#### **4.0 PAYMENTS**

- A. All Fees, Reimbursable Expenses, or Extras to be paid by the City to Consultant for the work performed pursuant to this Agreement shall be paid in due course after receipt of Consultant's itemized invoices to the City, subject to and in accordance with the Provisions of this Agreement. (See Sections 3.0 & 6.0.)
- B. Acceptance by Consultant of the final payment shall constitute payment in full for all work done.
- C. Nothing in this Agreement shall be construed or interpreted to create a debt, liability, or obligation of any kind whatsoever upon the City or Airport for the City or Airport to order or request any particular amount of work or services (See Section 24.G).
- D. In no event shall Fees, Reimbursable Expenses, and Extras provided for in this Agreement exceed this Agreement's Contract-Not-To-Exceed Amount of Eighteen Million Two Hundred and Eighty-Four Thousand Four Hundred and Eighty-Nine Dollars and Six Cents (\$18,284,489.06) during the term of this Agreement. Payment for the Fees and Extras shall be made at the rates and amounts provided for herein subject to and in accordance with the Provisions of this Agreement. All payments hereunder shall be contingent upon the appropriations of sufficient funds by the City annually.
- E. The Consultant agrees to submit invoices for the services and work performed pursuant to this Agreement in a timely manner and as provided for in this Agreement. The Consultant hereby acknowledges and agrees that the City shall not be required or obligated to pay any invoices submitted to the City by the Consultant more than six (6) months after the expiration or earlier termination of this Agreement or be responsible for any costs or expenses incurred by the Consultant for services or work performed pursuant to this Agreement for which City Invoices or Airport Invoices have not been submitted to the City for payment within six (6) months of the expiration or earlier termination of this Agreement.

#### **5. FAILURE TO PERFORM**

- A. If the Airport Representative determines at his/her sole discretion that the quality or quantity of any work required to be performed under this Agreement is unacceptable or that the Consultant has failed or refused to perform the job or work, the City may take reasonable and necessary actions to perform the work or remedy the Consultant's failed or under performance(s) (see Sections 8.C and 8.L). All reasonable costs or expenses incurred by the City will be promptly and timely paid or reimbursed by the Consultant as provided for herein. The City may deduct such costs, plus 15 % for administrative costs, from any payments due to the Consultant under this Agreement or the City may invoice the Consultant for such costs which shall be due within thirty (30) days of the City's written request.

Subsequent to receipt of notice that the City will perform the work or remedy the breach or default, the Consultant shall not undertake further performance of such work without the specific prior authorization from the Airport Representative.

- B. 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 Consultant of such failure to comply during which time the Consultant may demonstrate to the City why no such alleged failure is present or to timely remedy such alleged failure. However, the City's right to perform such work will not arise, if such failure cannot be reasonably cured within five (5) working days and the Consultant promptly and with due diligence takes prompt and appropriate corrective action and diligently pursues until the failure is corrected to the City's reasonable satisfaction.

## 6. **EXTRA WORK**

- A. At the written request and direction of the Director, additional Security Guard Services, work or modifications, additions, or extras ("**Extras**") may be required. The fee or charge for Extras will be agreed upon up front in writing on a case by case basis as described herein and in Section 4.A of this Agreement. For all work conducted under this Agreement, the total amount to be paid to the Consultant must not exceed the total Contract Not-To-Exceed Amount of this Agreement. (See Section 4.D).
- B. Any work not herein specified which may be fairly implied as included in the Agreement, of which the Director will be the sole and absolute judge, will be done by the Consultant without extra charge. The Consultant will do all Extras that may be requested or ordered by the Director in writing. No claim for Extras will be allowed in favor of the Consultant unless such Extras have been ordered in advance by written request of the Director. The Consultant will furnish the Director with itemized bills for all items included under this heading, and such bills may be verified or audited by the City. All bills for Extras done in any month, will be submitted to the Director, in writing, before the 15<sup>th</sup> day of the following month, and the amounts therein must be in accordance with the daily time, material, and equipment statements duly approved by the Director. As proof of costs, the Consultant will submit copies of itemized invoices received from the Consultant's approved subcontractor(s) which have been previously reviewed and approved by the Consultant. Extras will be paid for on the basis of a fixed amount or rate or charge or any combination thereof to be agreed upon and approved by the Consultant and the Director in writing prior to such Extras being performed. (See Section 4.A).

7. **TERM**

The term of this Agreement will be for three (3) years beginning on the Commencement Date specified below and ending thirty-six (36) months thereafter unless terminated or cancelled as provided for in Section 30.0 entitled "Cancellation". This Agreement is expressly subject to, and will not become effective or binding on the City until, fully executed by all signatories of the City. The commencement and expiration dates will be as follows:

"Commencement Date": November 1, 2017 "Expiration Date": October 31, 2020

8. **ADMINISTRATIVE PROCEDURES**

- A. Before work under this Agreement commences, the Consultant will designate, by written notice to the Airport Representative, an experienced, competent and knowledgeable, full-time employee of the Consultant as the Consultant's "**Project Coordinator**". The Project Coordinator will be fully authorized to act for the Consultant in all matters covered by this Agreement. The Consultant will also furnish all supervisory personnel with copies of these specifications and will make certain that all such personnel understand the provisions thereof.
- B. When necessary, or as requested by the Airport Representative, the Consultant will make periodic reports and recommendations to the Airport Representative with respect to conditions, transactions, situations or circumstances encountered by the Consultant relating to the services to be performed under this Agreement.
- C. The Consultant's performance must be in accordance with the highest standards of care, skill, and diligence provided by professionals who perform services similar to the services contemplated by this Agreement. All work will be executed in the most workmanlike, safe and substantial manner and everything will be furnished by Consultant 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 Consultant will ensure that all equipment and temporary offices and trailers used on the job are conspicuously marked with both the name and telephone number of the Consultant (if applicable).
- E. Daily site clean-up must be accomplished by the Consultant. This clean-up must include the placing of material, tools, and equipment in a neat, safe, and orderly arrangement. Equipment must never be allowed to block access to existing facilities. Rubbish, debris, rubble, and garbage must be properly removed daily and

disposed of by the Consultant 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 Security Guard Services performed by the Consultant or its officers, employees, Consultants, representatives, or agents under this Agreement. (See Section 29 entitled "Insurance and Indemnification.")

- F. The Consultant will furnish, and have on the job at all times, ample equipment to properly and safely carry out the work contemplated herein including such tool or equipment as may be necessary to meet emergency requirements.
- G. The Consultant will furnish to the Airport Representative a listing of all Employees (including subcontractor's employees) performing services under this Agreement. (See also Section 31 entitled "Assignment and Subcontracting") This listing of said employees will be updated and maintained by the Consultant throughout the term of this Agreement. The Consultant will be present, either in person, or have a duly authorized representative (i.e., Project Coordinator or supervisory personnel) at the site of the work continuously during working hours, throughout the progress of the work, to receive directions or furnish information. Any instructions or directions given to the Project Coordinator or supervisory personnel of the Consultant will be considered the same as given to the Consultant in person.
- H. Consultant, at its cost, will secure all applicable permits and licenses and approvals required or necessary to fulfill the Provisions of the Agreement.
- I. The Consultant will attend a pre-performance conference prior to commencement of any work under this Agreement. Said conference will be after the date of Agreement execution, and prior to start of the work.
- J. The work to be performed under this Agreement is on an active Airport. Therefore, prior to the start of any work under this Agreement, the Consultant will provide the Airport Representative with a work schedule which will indicate a proposed sequence and time schedule of the work to be accomplished for the Airport Representative's prior written approval. (See Section 2, entitled "Scope of Work".)
- K. In case of an emergency, the Director, Operations Supervisor, or either of their representatives, will have authority to order the Consultant to immediately terminate work and clear the area of personnel and equipment. The Consultant will immediately comply to such an order with all possible speed.
- L. The Airport Representative will determine the amount, classifications, acceptability, and fitness of all work to be done, and will decide all questions which may arise relative to the proper performance of this Agreement, and his decisions

will be final and conclusive, except as provided for in Section 15 entitled "Right of Review".

- M. The City reserves the right to solicit bids and award contracts to other Consultants for any modifications or additions to the Security Guard Services. The City reserves the right to furnish components, parts, supplies, and materials at its discretion or to perform the work contemplated herein. (See Sections 4.C. and 24.G).

## 9. **RULES AND REGULATIONS**

- A. Consultant agrees that the Consultant will comply with all applicable rules and regulations including, resolutions, plans, operating directives, Airport certification manual, and directives promulgated or established by the Airport Authority, the Airport Commission, the Director, or the City, as they may be amended from time to time, in performing the work or services contemplated herein or the Provisions of this Agreement. Consultant agrees that the Consultant 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 may be amended from time to time, and all federal, state, city, local and other governmental authorities, now or hereafter applicable, in performing the Provisions of this Agreement and the work or services contemplated herein.
- B. The Consultant will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and TSA 1500 as they may be amended from time to time. Any and all violations by the Consultant or its officers, employees, subcontractors, independent Consultants, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Consultant, or its officers, employees, agents, or representatives, will be the responsibility of the Consultant. The Consultant will reimburse the City within ten (10) days of the City's request for any such fines or penalties imposed on the City (see Section 9.B).
- C. The Consultant will be responsible for the work of all subcontractors and agents, and all work must be kept under the Consultant's control. A complete list of all such subcontractors will be submitted to the Director for his/her prior written approval (See Section 31 herein).
- D. The Consultant will not be entitled to any claim for damages or losses whatsoever against the City or its officers, employees, agents, representatives, due to hindrance or delay from any cause whatever in the progress of the work or any portion thereof including without limitation, loss of profits, and actual, consequential, special, or incidental damages.

## **10.0 RESPONSIBILITIES OF THE CONSULTANT**

In the performance of this Agreement, the Consultant shall:

- A. Comply with all applicable rules and regulations including ordinances, resolutions, plans, operating directives, environmental plans or programs, Airport certification manual, and directives promulgated or established by the Airport Authority, the Airport Commission, the Director, or the City, as they may be amended from time to time, in performing the work or services contemplated herein or the Provisions of this Agreement.
- B. Comply with all statutes, laws, ordinances, orders, judgments, decrees, permits, regulations, environmental plans and programs, environmental permits, directions, and requirements of the City and all federal, state, city, local and other governmental authorities, as may be amended from time to time, now or hereafter applicable, in performing the Provisions of this Agreement and/or the work or services contemplated herein.
- C. Carry out the services as described in Section 2.0, Scope of Work, as ordered, requested, and directed in writing by the Manager.
- D. Not subcontract, assign or otherwise transfer any of the services or work to be performed under this Agreement without the prior written consent of the City, and any failure to do so shall be deemed cause for termination of this Agreement. (See Section 31, "Assignment & Subcontracting").
- E. Be responsible for the employment and supervision of its own staff to carry out its obligations under this Agreement and be responsible for the performance and payment of professional services that it may hire subject to the Provisions of the Agreement in addition to the Consultant's regularly employed staff. (Section 30, "Assignment and Subcontracting").
- F. Be responsible for the professional quality, technical accuracy, and coordination of information and materials utilized to implement the services provided under this Agreement. The Consultant shall, without any additional compensation, correct or revise errors or deficiencies for which it is responsible in the course of providing its services under this Agreement as determined by the Manager.
- G. 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 Airport Director, unless otherwise required by a court order or subpoena. Consultant shall timely inform the City of any such order or subpoena prior to releasing said confidential information.
- H. Provide personal attention to and prompt services for all assignments. The Consultant understands and agrees that the City does not waive any rights or

bases for any cause of action by the virtue of its review, approval, acceptance, or payment of any services provided by the Consultant under this Agreement.

- I. Maintain throughout the term of this Agreement, all licenses, certifications, and credentials necessary to perform the services contemplated herein in accordance with all applicable federal, state, and local laws, and regulations including, without limitation all applicable rules and regulations of United States Department of Transportation (USDOT) as they may be amended from time to time.

#### **11. REPAIR OF DAMAGE**

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

#### **12. NOTICE OF LOSS OR CLAIMS**

- A. The Consultant will indemnify, defend, and save harmless the City, its officers, employees, and agents from all suits or actions, or losses brought against or suffered by the City, its officers, employees or agents, for or on account of any injuries or damages received or sustained by any party or parties by or from the Consultant, his employees, representative, or agents, in the performance of the work herein specified, or in consequence of any negligence in guarding the same, or any defective materials or equipment used, or by or on account of any act or omission of the said Consultant.
- B. The Consultant will indemnify, defend, and save harmless the City, its officers, employees, representatives, and agents from the payment of any and all claims, demands, damages, or costs arising out of any infringement, or alleged infringement of intellectual property rights including, without limitation, the use of any patent or patented device, article, system, arrangement, material or process used by the Consultant or its officers, employees, representative, or agent in the execution of this Agreement.
- C. The Consultant shall within seven (7) days of service or demand, provide written notification to the Director of all suits or action or losses arising out of this Agreement.

**13. REPLACEMENT OF PERSONNEL**

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

**14. PROHIBITED ACTS**

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

1. Will invalidate or be in conflict with any insurance policies covering the Airport or the City, or any part thereof, or upon the contents of any building thereon;
2. Will increase rates of any insurance, extended coverage or rental insurance on the Airport or the City, or any part thereof, or upon the contents of any building thereon;
3. In the opinion of the Airport Representative, will constitute a hazardous condition, so as to increase risks normally attendant upon the operations enumerated in this Agreement;
4. Will constitute a nuisance in or on the Airport or which may result in creation, commission, or maintenance of a nuisance in or on the Airport; or
5. May interfere with the effectiveness or accessibility of the drainage of any sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses if any, installed or located in or on the Airport.

B. If by reason of the Consultant's failure to comply with the provisions of this section, any fire insurance, extended coverage or rental insurance rate on the Airport, or any part thereof, or upon the contents of any building thereon will be at any time higher than it otherwise would be, then the Consultant will on demand, pay the City the increase in the cost of insurance premiums paid or payable by the Airport which was charged because of such violation by the Consultant. For the purpose of this section, "Airport" includes all structures or improvements located thereon.

**15. RIGHT OF REVIEW**

Consultant will have the right to take any decision or direction of the Airport Representative to the Director for his/her review and decision. The decision of the Director will be final and binding. All requests for review must be in writing and within



24 hours of the Airport Representative's decision in dispute, and must set forth clearly the cause for such request of review. No review will be allowed by the Director which has not first been considered by the Airport Representative. (See Section 8.L).

**16. GOVERNING LAW AND FORUM SELECTION**

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

**17. WAIVERS OF LIEN**

Upon completion of work contemplated herein, and if requested by the City, the Consultant will submit within five (5) business days of the City's request full waivers of lien from every entity involved in the performance of this Agreement. Lien waivers must be submitted on forms and executed in a manner acceptable to the Airport Representative. Consultant will 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, Consultant, or any other reason.

**18. FACILITIES PROVIDED BY THE AIRPORT**

- A. City, subject to and in accordance with the Provisions of this Agreement, will provide the right of ingress and egress to all areas herein specified in order for the Consultant to perform the work and services contemplated herein.
- B. City shall provide adequate parking for the Consultant's employees.

**19. PRECAUTIONARY MEASURES**

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

**21. BADGING**

- A. The Consultant will comply with all applicable federal, state and local governmental laws and regulations as well as rules and regulations of the Airport as may be amended from time to time. (See Section 9.A)
- B. The Consultant at its cost will supply to and update as needed for the Airport Police Security Operations Bureau, a list of the Consultant’s employees to be issued an Airport Employee Badge.
- C. The Consultant 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 Consultant will, when requested and ordered by the Airport Representative, schedule its employees with the Airport Police Security Operations Bureau to be fingerprinted for a criminal history check and issued an Airport ID Badge. This process will be used to issue Airport Identification Badges to all Consultant employees assigned to work within the Security Identification Display Area (“**SIDA**”). The Consultant will maintain at all times adequate control of

said identification badges. All employees issued identification badges are required to attend the SIDA class offered by the Airport Police. The Consultant will bear the cost of providing badges for the Consultant's employees working under this Agreement. The cost for badging is approximately \$80.00 per employee and includes the cost of the badge, background check, fingerprinting and the SIDA course. Replacement cost for lost, stolen, or damaged identification badges will be the sole responsibility of the Consultant.

- E. The Consultant will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and TSA 1542 as they may be amended from time to time. Any and all violations by the Consultant or its officers, employees, subcontractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Consultant, or its officers, employees, agents, or representatives, will be the responsibility of the Consultant. The Consultant will reimburse the City (within ten (10) days of the City's request) for any such fines or penalties imposed on the City (See Section 9.B).
- F. Due to the amount of time needed to complete the badging process, it is recommended that the Consultant begin the process at least thirty (30) days prior to November 1<sup>st</sup> of each year that this Agreement is in effect.

## **22. PERFORMANCE & PAYMENT BOND**

- A. At or prior to the execution of this Agreement, the Consultant will immediately execute a Performance Bond and a Payment Bond each in the amount of One Hundred Thousand Dollars (\$100,000.00) with surety satisfactory to the City conditioned on the full and faithful performance of all Provisions of this Agreement to be executed. Affirmation by the Surety Company to execute the Performance Bonds and the Payment Bonds must be executed by Attorney-In-Fact for the surety company before a licensed Notary Public. The Payment Bonds must comply with the coverage requirements and conditions of Section 107.170 RSMo. The City will allow submittal of one year renewable bonds to meet the requirements of this Section 22. The Consultant will notify the City no later than thirty (30) days prior to the termination, cancellation, or non-extension of the Performance Bonds or Payment Bonds. If the Consultant's Performance Bonds or Payment Bonds are terminated, cancelled, not renewed or extended, the Consultant shall promptly provide the City with a replacement bond(s) in full compliance with this Section 22. Any sum or sums derived from said Performance or Payment Bonds will be used for the completion of this Agreement and the payment of laborers and material suppliers, as the case may be.
- B. Copies of the Performance Bonds and the Payment Bonds, in a form acceptable to the City, must be given to the Airport Representative for approval before the work of this Agreement begins.

23. **MISSOURI UNAUTHORIZED ALIENS LAW**

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

24. **GENERAL PROVISIONS**

- A. The Consultant is, and at all times hereunder, will be and remain an independent Consultant and nothing herein will be interpreted or construed to mean that the Consultant or any of its employees or agents is an employee or agent of the City.
- B. The Consultant will coordinate the services performed under this Agreement with the Airport Representative designated by the Manager.
- C. This Agreement will be the entire agreement and no amendment or modification will be made (except as expressly provided for herein) unless in writing and signed by the parties hereto.
- D. The City of St. Louis and the Consultant 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, kept, or observed by the other party will not be construed as or operate as, a waiver of any subsequent default or breach of any of the terms, covenants, or conditions of this Agreement. Any waiver by either party must be in writing and signed by the party waiving.

- F. The Consultant will keep and maintain such records and reports as are necessary for the City to determine compliance with the obligations of this Agreement. Such records must be maintained by the Consultant for at least three (3) years after the expiration or termination of this Agreement. The City reserves the right to investigate, audit, and review, upon written request, such records and documents, in order to determine compliance with this Agreement. (See Section 34 entitled "Right To Audit Clause").
- G. Consultant agrees that the City retains the right to receive bids and award contracts on any modifications, deletions, or additions to the Security Guard Services contemplated herein. In addition, the City retains the right to furnish materials or supplies at its discretion, or perform for itself, any work contemplated herein. (See Sections 8.M and 4.A).
- H. No alderman, commissioner, director, board member, officer, employee or other agent of the City will be personally liable under or in connection with the Agreement.
- I. Neither party will be deemed in violation of this Agreement, if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of a public enemy, acts of a superior governmental authority, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible and which is not within its control. (Section 24K).
- J. In the event any Provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such Provision will in no way affect any other Provision, herein contained, provided the invalidity of such Provision does not materially prejudice either party hereto in its respective rights and obligations contained in the valid Provisions of this Agreement.
- K. Time is of the essence in this Agreement. The parties agree that time will be of the essence in the performance of each and every obligation and understanding of this Agreement.
- L. 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.

25. **PREVAILING WAGE AND FRINGE BENEFITS**

The Consultant will ensure 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 25 is subject to and is in accordance with City Ordinance No. 62124.

26. **MEDIA INQUIRIES / ADVERTISING**

- A. If contacted by any media entity or other third party ("**Media Entity**") about this Agreement or the services or work performed by the Consultant under this Agreement ("**Airport Project**"), the Consultant will refer the Media Entity to the Airport's Public Relations Manager. This includes, without limitation, trade publications.
- B. Consultant acknowledges and agrees that any printed articles, press releases, web articles, social media communications or case studies about an Airport Project must be approved in writing by the Airport's Public Relations Manager prior to being made public by the Consultant. Consultant will have no right to use the trademarks, symbols, logos, trade names or the name of the City or the Airport, either directly or indirectly, in connection with any production, promotional service, publication or advertising without the prior written consent of the Airport's Public Relations Manager.
- C. Consultant will treat all knowledge of the City's intentions, operations or procedures, and business as confidential and at no time divulge such information without the prior written consent of the Director, unless otherwise required by a court order or subpoena. Consultant will timely inform the City of any such order or subpoena prior to releasing said confidential information.
- D. Advertisements discussing an Airport Project must be approved by the Airport's Public Relations Manager in writing prior to publication or must include a prominent disclaimer that neither the City nor the Airport necessarily endorses the Consultant's work.
- E. Any quotes or testimonials from City or Airport staff may not be used unless pre-approved in writing by the Airport's Public Relations Manager.
- F. Photos taken by Consultant of Airport Projects must be pre-approved in writing by the Airport's Public Relations Manager. Consultant acknowledges and understands that some photos may contain security-sensitive information and

publication may violate federal laws or regulations or Airport security rules or procedures.

- G. The Airport's Public Relations office must be given at least three (3) business days' notice to review request and materials. The Airport's Public Relations office coordinates media, web, postings, printed materials, advertisements and other public communication about Airport Projects. Public Relations main number is: 314-426-8125.

## **27. CUSTOMER SERVICE**

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

- A. Demonstrate excellent customer service at all times when in contact with users of the Airport.
- B. Act in a courteous and helpful manner at all times with travelers, fellow employees, and all other users of the Airport, including but not limited to, appropriate greetings and assistance to travelers, if and when applicable.
- C. Help ensure that travelers have a positive Airport experience and at all times, behave in a businesslike and professional manner while on Airport property.
- D. Speak English, unless otherwise necessary to accommodate customers; refrain from using foul or inappropriate language in public areas; smile and use a pleasant tone of voice when conversing with travelers and all other Airport users; be actively working while on duty and refrain from gathering and "chatting" in groups while on duty, unless necessary; refrain from the use of non-business cell phones while on duty; refrain from napping or sleeping in public areas.
- E. Not utilize public seating, boarding areas, gate areas or lounge areas within the terminals and concourses. The above areas are intended for use by the traveling public and not as rest or lounge facilities for Consultant's employees.

## **28. INSPECTIONS**

- A. The Airport Representative will at all times have free access to the work, as well as the equipment, and shops of the Consultant for the purpose of determining Consultant's compliance with the Provisions of this Agreement. The Airport Representative may perform periodic inspections of the work as outlined in the

Agreement, to determine that services performed by the Consultant meet with required standards and the Consultant will be required to timely and promptly make any improvements as required by the Airport Representative at no additional charge to the City (See Sections 2 & 8).

29. **INSURANCE AND INDEMNIFICATION**

- A. The Consultant, at its expense, at all times during the term hereof, will cause St. Louis County, the City, and its Board of Alderman and the Airport Commission, and their respective officers, employees, and agents and the Consultant to be insured **on an occurrence basis** against all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities or omissions of the Consultant, its officers, agents, employees, Consultants, subcontractors, licensees, invitees, representatives, and independent Consultants 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 Five Million Dollars (\$5,000,000.00) comprised of such primary and excess policies of insurance as the Consultant finds it feasible to purchase during the term of this Agreement** and will name St. Louis County, the City, and its Board of Alderman and the Airport Commission, and their respective officers, employees, and agents (the "CITY" as used in this Section) by endorsement as an "Additional Insured". Prior to execution of this Agreement, Consultant will provide certificates of said insurance and all endorsements required pursuant to this Agreement to the Airport Representative in form and content satisfactory to the City. In addition, the Consultant will also mail or fax a copy of the Certificate of Insurance and all required endorsements to:
- St. Louis Airport Police Department  
P.O. Box 10212, Lambert Station  
St. Louis, Missouri 63145  
Attn: Sharon Wilson, Bureau of Security Operations  
Phone: 314-426-8002  
Fax: 314-890-1325
- C. Such liability insurance coverage must also extend to damage, destruction and injury to CITY owned or leased property and CITY personnel, and caused by or resulting from work, acts, operations, or omissions of Consultant, its officers, agents, employees, Consultants, subcontractors, licensees, invitees,



representatives, and independent Consultants and, contractual liability insurance sufficient to cover Consultant's indemnity obligations hereunder. The CITY will have no liability for any premiums charged for such coverage, and the inclusion of the CITY as an Additional Insured is not intended to, and does not make the CITY a partner or joint venturer with Consultant in its operations hereunder. Each such insurance policy must, by endorsement, provide primary coverage to the CITY when any policy issued to the CITY provides duplicate or similar coverage and in such circumstances, the CITY's policy will be excess over Consultant's policy.

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

### **30. CANCELLATION**

- A. The City retains the right to cancel this Agreement immediately upon written notice to 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 deemed 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 deemed a no-fault cancellation.
- E. Notwithstanding anything to the contrary herein, it is expressly understood by the parties that this Agreement will terminate immediately upon the failure of budgetary appropriations with no resulting liability to the City.
- F. Upon cancellation, termination, or the expiration of this Agreement, or if requested in writing by the Airport Representative, all tools, parts, equipment, supplies, materials, maps, plans and specifications, manuals, schedules, records, files, logs, work product, or property paid for, supplied or owned by the City will be returned to the City by Contractor within one (1) business day.

### 31. **ASSIGNMENT AND SUBCONTRACTING**

- A. Consultant will not assign or transfer this Agreement without the prior written approval of the City, as provided for in Ordinance 63687 approved in 1996. At least ninety (90) days prior to any contemplated assignment of this Agreement, Consultant will submit a written request to the City along with a copy of the proposed assignment agreement. The City reserves the right to refuse without cause or justification, such requests. No assignment will be made or will be

effective unless Consultant is not in default on any of the other terms, covenants, and conditions herein contained. The party to whom such assignment is made will expressly assume in writing the terms, covenants, and conditions of this Agreement. The parties to this Agreement understand and agree that the Consultant is and will remain responsible for the performance of its assigns under this Agreement. No assignment will be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved assignment agreement as provided for above.

- B. Consultant will not subcontract or transfer any part of the services or work to be performed hereunder without the prior written approval of the Director of Airports. At least sixty (60) days prior to any contemplated subcontracting of service or work or the transfer of any part of the services or work to be performed hereunder, Consultant will submit a written request to the Director of Airports. This request must include a copy of the proposed subcontract or agreement. The City reserves the right to refuse without cause or justification, such requests. At a minimum, any sub-Consultant agreement must expressly require strict compliance with the terms, covenants, and conditions of this Agreement. The Consultant will furnish all authorized subcontractors or agents a copy of this Agreement. The parties understand and agree that the Consultant is responsible for the performance of its subcontractors or agents under this Agreement. No subcontract or any other agreement will be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved subcontract or agreement as provided for above.
- C. Any such assignment or transfer or subcontracting of services without the consent of the City, as provided for above, will constitute default on the part of the Consultant under this Agreement. No action or failure to act on the part of any officer, agent, or employee of the City will constitute a waiver by the City of this provision.
- D. The City has approved the following M/W/DBE subcontractors for participation under this Agreement at the percentage participation goals as set out below:

<b>A-1 Private Investigations, LLC</b>	<b>MBE</b>	<b>25%</b>
<b>Brinkmann Security Services, Inc.</b>	<b>WBE</b>	<b>5%</b>

### **32. AFFIRMATIVE ACTION PROGRAM AND NON-DISCRIMINATION**

- A. Consultant agrees during performance under this Agreement, that discrimination will not be permitted against any employee, worker, or applicant for employment because of race, creed, color, religion, sex, age, disability, national ancestry or origin.

- B. Consultant agrees during performance under this Agreement, that all printed or circulated solicitations, or other advertisement or publication for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive meaningful consideration for employment without regard to race, creed, color, religion, sex, age, disability, national origin or ancestry.
- C. Consultant agrees during performance under this Agreement, that should it be determined by the Consultant or City that Consultant will be unable to conform to the approved positive employment program, submitted to determine eligibility under the Fair Employment Division Practices Provisions of the City Code, will notify the Fair Employment Division of the St. Louis Council on Human Relations within ten days as to the steps to be taken by the Consultant to achieve the provisions of this program.
- D. Consultant will permit reasonable access by the City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.
- E. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this Agreement, or to furnish information or permit records and accounts to be inspected, within twenty (20) days from the date requested, this Agreement may be canceled, terminated, or suspended in whole or part and Consultant may be declared ineligible for further City contracts for a period of one (1) year, by the option of the City; provided further in the event the contract is canceled, terminated, or suspended for failure to comply with fair employment practices, the Consultant will have no claim for any damages against the City.
- F. Consultant further agrees that these clauses (A through E) on discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Consultant in all contracts or agreements entered into with suppliers of materials or services, Consultants and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.
- G. Whenever the Consultant is sued or threatened with litigation by a subcontractor, vendor, individual, group or association, as a result of compliance with the clauses (A through F) of these provisions relating to fair employment practices, such Consultant will notify the City Counselor in writing of such suit or threatened suit within ten days.
- H. The Consultant must submit evidence from the City's Civil Rights Enforcement Agency (CREA) stating that Consultant has complied with the City's requirements for an affirmative action program as required by the Mayor's Executive Order on Equal Opportunity in Employment.

- I. Consultant will comply with all applicable nondiscriminatory requirements that may be imposed pursuant to the Federal Aviation Act of 1958, as amended; Title VI of the Civil Rights Act of 1964, as amended; 49 C.F.R. Parts 21, 23, and 26, as said regulations may be amended; and state and local laws.

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

A. Definitions:

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

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

B. Policy:

It is the policy of the City of St. Louis Airport Authority to ensure the maximum utilization of minority and women's business enterprises in contracting and the provision of goods and services to the City, its departments, agencies and authorized representative and to all entities receiving City funds or City-administered government funds while at the same time maintaining the quality of goods and services provided to the City and its subrecipients through the competitive bidding process. The provisions of this Policy apply to all contracts awarded by the City, its departments and agencies and to all recipients of City funds or City-administered government funds and will be liberally construed for the accomplishments of its policies and purposes.

C. Goal:

A goal of 25% MBE and 5% WBE utilization has been established in connection with this Agreement. This goal is based on the original Agreement amount and remains in effect throughout the term of this Agreement. If an award of this Agreement is made and the MBE/WBE participation is less than this Agreement goal, the Consultant shall continue good faith efforts throughout the term of this Agreement to increase MBE/WBE participation and to meet this Agreement goal. **Please note: Consultants that have been certified as either an MBE or WBE are still required to fill both goals. In addition, Consultants that have been certified as an MBE and a WBE can only be used to fulfill either the MBE goal or the WBE goal, not both goals.**

D. Obligation:

1. The Consultant agrees to take all reasonable steps to ensure that MBEs/WBEs have maximum opportunity to participate in contracts and subcontracts financed by the City of St. Louis Airport Authority provided under this Agreement. The Consultant shall 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](http://www.flystl.com/bdd).

E. Eligibility:

Consultant 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 Consultant and subcontractors for the contract items being sublet as reflected on the “**MBE/WBE Utilization Plan**”.

G. Post Award Compliance:

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

H. Substitution of MBE/WBE Firms after Award:

1. The Consultant 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 Consultant will immediately notify the contracting department and City of St. Louis Airport Authority Business Diversity Development (BDD) office prior to replacement of the firm.

2. Substitutions of MBE/WBE must be approved in writing by the Director. (See Section 31.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. Consultant 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:

When the M/WBE goals cannot be met, the Proposer shall document and submit justification utilizing the Consultant'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 Consultant's good faith efforts will be evaluated by the City. The Consultant must demonstrate the good faith efforts taken to meet the M/WBE goals, including but not limited to the following:

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

- c. A statement of why additional agreements with M/WBEs were not reached, and
  - d. Documentation of each M/WBE contacted but rejected and the reasons for the rejection.
- 5. Absence of any agreements between the Consultant and the M/WBE in which M/WBE promises not to provide subcontracting quotations to other Proposers.
- 6. Efforts made to assist the M/WBEs that need assistance in obtaining bonding, insurance, or lines of credit required by the Consultant.
- 7. Documentation that qualified M/WBEs are not available, or not interested.
- 8. Attendance at any meeting scheduled by the user department, or the SLDC to encourage better Consultant-subcontractor relationships, forthcoming M/WBE utilization opportunities (i.e. pre-bid, workshops, seminars), etc.
- 9. Advertisement, in general circulation media, trade association publications, disadvantaged-focused media, of interest in utilizing M/WBEs and area of interest.
- 10. Efforts to effectively use the services of available disadvantaged community organizations; disadvantaged Consultant's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of M/WBEs.
- 11. Examples of actions not acceptable as reasons for failure to meet the M/WBE goal.
  - a. M/WBE unable to provide performance or payment bonds.
  - b. Rejection of reasonable bid based on price.
  - c. M/WBE would not agree to perform items of work at the unit bid price.
  - d. Union versus nonunion status.
  - e. Consultant normally would perform all or most of the work of the contract.
  - f. Solicitation by mail only.



- g. Restricting to only those general group of items which may be listed in bids under such headings "Items Subcontractible to M/WBE firms".

- 12. The demonstration of good faith efforts by the Consultant must, in the end, prove the Consultant had actively and aggressively sought out M/WBEs to participate in the project.
- 13. The information provided will be evaluated to determine if the low Proposer is responsive. All the information provided must be accurate and complete in every detail. The apparent low Proposer's attainment of the M/WBE goal or demonstration of good faith effort will assist in determining the award of the contract.

J. Record Keeping Requirements:

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

K. Reporting Requirement:

The Consultant shall submit monthly reports on MBE/WBE involvement to the City of St. Louis Airport Authority Business Diversity Development Office via the BDD online reporting system. Actual payments to MBEs/WBEs will be verified. The Consultant shall ensure its subcontractors are also submitting monthly reports on MBE/WBE participation via the BDD online reporting System.

- 1. Liquidated Damages. The Consultant hereby agrees and stipulates that their or their subcontractor(s)'s failure to comply with the MBE/WBE reporting requirements could result in an administrative and/or financial burden to the City. Therefore, the Consultant agrees and stipulates that the Director, on behalf of the City, may elect to implement liquidated damages after written notice to the Consultant for failure to report. The stated liquidated damages in this sub-Section are cumulative over the term of this Agreement and are in addition to any other remedies City may have under this Agreement or at law or in equity:
  - a. The first failure to report violation will result in a warning letter;

- b. The second failure to report violation will require Consultant to pay liquidated damages to the City not to exceed \$25.00 for each week past due;
    - c. For the third failure to report violation will require Consultant to pay liquidated damages to the City not to exceed \$50.00 for each week past due; and
    - d. For the fourth failure to report violation will require Consultant to pay liquidated damages to the City not to exceed \$75.00 for each week past due.
  - 2. Payment of Liquidated Damages. All liquidated damages will be deducted by the City's next payment schedule. In the case there is no future payment(s), the Consultant will make the liquidated damage payment to the City within 30 days written notice of the violation.
  - 3. Notice. For any failure to report a violation specified in this section with associated liquidated damages, the City will provide written notice, including liquidated damages due and payable to the City.
- L. Applicability of Provisions to MBE/WBE Consultants:
- These provisions are applicable to all Consultants including MBE/WBE Consultants. If the MBE/WBE Consultant intends to sublet any portion of this Agreement, the MBE/WBE Consultant shall comply with provisions regarding Consultant and subcontractor relationships.

#### **34. RIGHT TO AUDIT CLAUSE**

- A. The Consultant's "**records**" must be open to inspection and subject to audit and reproduction during normal working hours and kept within the greater St. Louis metropolitan area. A City representative may perform such audits or an outside representative engaged by the City. The City or its designee may conduct such audits or inspections throughout the term of this Agreement, and for a period of three years after the early termination or the expiration of this Agreement or longer if required by law.
- B. The Consultant's "**records**" as referred to in this Agreement include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, communities, arrangements, notes, daily diaries superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or

obligations under or covered by this Agreement. Such records subject to audit also include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. Such records include (hard copy, as well as computer readable data if reasonably available), written policies and procedures; time sheets; payroll registers; cancelled checks; original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Consultant records which may have a bearing on matters of interest to the City in connection with the Consultant's work for the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation of:

1. Consultant's compliance with the Provisions of this Agreement or the performance of the services contemplated herein; or
2. Compliance with provisions for pricing, change orders, invoices or claims submitted by the Consultant or any of its payees or subcontractors, if any.

### 35. LIVING WAGE

- A. Living Wage Compliance Provisions: Any work ordered by the City under this Agreement is subject to the St. Louis Living Wage Ordinance Number 65597 (the "**Ordinance**") and the "**Regulations**" associated therewith, as may be amended from time to time, both of which are incorporated herein by this reference. The Ordinance and Regulations require the following compliance measures, and Consultant will comply with these measures beginning on the Commencement Date of this Agreement:
1. **Minimum Compensation:** Consultant hereby agrees to pay an initial hourly wage to each employee performing services related to this Agreement in an amount no less than the amount stated on the attached Living Wage Bulletin (See **Exhibit B**) which is attached hereto and incorporated herein. The initial rate will be adjusted each year no later than April 1, and Consultant hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Living Wage Bulletin at the time the Living Wage Bulletin is issued.
  2. **Notification:** Consultant shall provide the Living Wage Bulletin together with the "Notice of Coverage" to all employees in English, Spanish, and any other languages spoken by a significant number of the Consultant's employees within thirty (30) days of the effective date of this Agreement for existing employees and within thirty (30) days of employment for new employees.

3. **Posting:** Consultant shall post the Living Wage Bulletin, together with a "Notice of Coverage", in English, Spanish, and any other languages spoken by a significant number of the Consultant's employees, in a prominent place in a communal area of each worksite covered by this Agreement.
4. **Subcontractors:** Consultant hereby agrees to require Subcontractors, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subcontractors. Consultant shall include these Living Wage Compliance Provisions in any contract with such Subcontractors.
5. **Term of Compliance:** Beginning on the effective date of this Agreement, Contactor hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for as long as work related to this Agreement is being performed by Consultant's employees, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such work is performed.
6. **Reporting:** Consultant shall provide the Annual Reports and attachments required by the Ordinance and Regulations.
7. **Penalties:** Consultant acknowledges and agrees that failure to comply with any provision of the Ordinance or Regulations may result in penalties specified in the Ordinance and Regulations, which penalties may include, without limitation, suspension or termination of this Agreement, forfeiture or repayment of City funds, disbarment, and/or the payment of liquidated damages, as provided in the Ordinance and Regulations.
8. **Acknowledgements:** Consultant acknowledges receipt of a copy of the Ordinance and Regulations.

36. **CIVIL RIGHTS GENERAL PROVISIONS**

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

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

- A. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees as follows:
1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
  2. **Non-discrimination:** The Consultant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
  4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with this Section, the City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Consultant under this Agreement until the Consultant complies; and
    - b. Cancelling, terminating, or suspending this Agreement, in whole or in part.
  6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.
- B. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
  6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); or
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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

- A. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Sect. 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

- B. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

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

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

**40. SEISMIC SAFETY**

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

**41. DISTRACTED DRIVING**

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

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

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



43. **PURCHASE OF EQUIPMENT**

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

44. **CONFLICT OF INTEREST**

- A. The Consultant and its officers, employees, agents, representatives, and affiliates (hereinafter referred to in this section as “**Consultant**”) shall not have any role or engage in any consulting services or any other activity relating directly or indirectly with a City project for which the Consultant is presently performing or has previously performed work or services under this Agreement or any previous agreement for marketing advisory services with the City. As used in this section the word “**affiliates**” includes any corporation, association, firm, partnership, proprietorship, or other business entity of any kind or character in which the Consultant, and its Airport Directors, officers, employees, representatives, or agents has any ownership interest in, or is an Airport Director, officer, or employee of. Further, it shall be the Consultant’s sole responsibility to identify and disclose in writing to the City (prior to performing any work or services under this contract) any City project under this Agreement or any previous agreement for marketing advisory services with the City in which the Consultant presently has or previously had a role or involvement in.
- B. The Consultant agrees that given the nature of the work and services to be performed by the Consultant in the Agreement (i.e., Security Guard Services), Consultant will not engage in or perform any work or services under this Agreement which may conflict with or appear to conflict with the interest of the City. Consultant will avoid situations in which Consultant’s interest may conflict with or even appear to conflict with the interest of the City. Consultant shall, promptly upon discovery, advise the City in writing of any such conflict of interest or the appearance of a conflict of interest. Any dispute between the City and Consultant as to whether a conflict of interest or the appearance of a conflict of interest exists, shall be resolved by the City and its sole decision shall be final and conclusive.
- C. Consultant acknowledges and agrees that all materials, files, applications, reports, documents, manuals, records, logs, specifications, data, surveys, analyses, drawings, estimates, maps, and other related work products (“**Work Product**”), whether transmitted orally, in writing, or electronically provided by the City or produced by the Consultant under this Agreement, are confidential and shall remain the property of the City. (See Section 30.F) Such Work Product shall be

returned promptly within three (3) working days of the City's request, to the City at the early termination or expiration of this Agreement or when requested by the Manager. Further, Consultant will not publish, distribute, or otherwise disclose, or permit to be disclosed or published any such Work Product without first notifying the City and securing the City's written consent.

- D. For the breach or default of the Provisions of this section, the City has the right to immediately terminate this Agreement for cause upon written notice and shall have all rights and remedies available at law or in equity. The Provisions of this section will survive the early termination or expiration of this Agreement.

#### **45. OTHER RATES AND CHARGES**

In addition to the herein mentioned minimum Prevailing Wage and fringe benefits requirement and the City's Living Wage requirement (see also Sections 20.0 and 24.0), the City, under this Agreement requires at a minimum the following:

- A. Security Guards shall receive a minimum base rate of \$13.20/hour. This base rate will increase by not less than \$0.25 per hour for every twelve continuous months of service on site by a Security Guard. After 12 continuous months of service, this base rate will increase by a minimum of \$0.25 per hour every twelve months, through 36 months.
- B. Security Supervisors shall receive a minimum base rate of at least \$14.20/hour. This base rate will increase by not less than \$0.25 per hour for every twelve continuous months of service on site by a Security Supervisor. After 12 continuous months of service, this base rate will increase by a minimum of \$0.25 per hour every twelve months, through 36 months.
- C. The Consultant shall provide at least twelve (12), as determined by the Airport Representative, appropriately trained and Airport badged Security Guards per shift on-site within two (2) hours of notification of an emergency call-up by the Airport Representative and no overtime/holiday rate will be charged (see Section 2.H).
- D. The Consultant shall provide twelve (12), as determined by the Airport Representative, additional Service Guards per shift for non-emergency situations within eight (8) hours of notification by the Airport Representative and no overtime/holiday rate will be charged (See Section 2.H).
- E. In the event that more than twelve (12) additional guards per shift are required, the Airport Representative agrees to authorize overtime charges for those additional services.

- F. The overtime charges listed above (Section 45.E) will not be authorized for a period of longer than fourteen (14) days without the written consent of the Airport Representative. If after fourteen (14) days additional hours are still required, the Consultant shall provide additional Security Guards instead of incurring overtime hours.
- G. Security Guard/Security Supervisors who work on the six (6) designated **"Holidays"** listed below will receive a **"Holiday Rate"** which equals one and a half the straight time wages; and the City will be billed the **"Overtime and Holiday Billing Rate"** to be negotiated between the City and the Consultant.

**Holidays:**

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- H. The Consultant agrees to schedule Security Guards or Security Supervisors for no more than forty (40) hours per week. Should the Consultant decide to work Security Guards or Security Supervisors more than 40 hours per week, approval must be obtained from the Airport Representative in writing before an Overtime Rate can be billed to the City. The Overtime and Holiday Billing Rate is to be negotiated between the City and the Consultant. Security Guards or Security Supervisors who work more than 40 hours a week will receive **"Overtime Rate"** which equals one and a half of the straight time wage.
- I. At no time will Security Supervisors staff a regular post for more than four (4) hours of a shift except upon written request by the Airport Representative or under emergency conditions.
- J. The Consultant (and its subcontractors) will provide bi-weekly pay to the Security Guards/ Security Supervisors working at the Airport.
- K. The Consultant (and its subcontractors) shall provide to Security Guards/Security Supervisors at a minimum the following fringe benefits:
1. Group Life Insurance in the amount of \$10,000.00 at no cost to the employee. The Consultant (including subcontractors) will allow the Security Guard/Security Supervisor to add dependent coverage, the cost of which may be charged to the Security Guard/Security Supervisor.
  2. A comprehensive group health insurance plan must be provided for the Security Guard/Security Supervisor at a cost to the individual of no more than \$ 15.17 bi-weekly for premium payment. The plan annual deductible will be \$500 for per individual/\$1,000.00 per family; co-insurance must be at least (or no less than) 70% of eligible expenses, with an annual

employee out of pocket expense not to exceed \$5,000 individual/\$10,000.00 family. The insurance plan must not stipulate lifetime maximum policy benefits. This comprehensive group health insurance plan must provide outpatient diagnostic/screening testing at no charge; routine physical, eye and hearing exams at no charge, and no more than a \$50.00 co-payment per specialist visit; and a tiered prescription plan at \$10, \$35, and \$70 per prescription for generic, brand name formulary drugs, and non-formulary drugs, respectively. Maternity service benefits must be covered at the same level as any other condition, sickness or injury. The Consultant (including subcontractors) will allow the Security Guard/Security Supervisor to add dependent coverage, the cost of which may be paid by the Security Guard/Security Supervisor.

3. Vacation must be paid to the Security Guards/ Security Supervisors on his/her annual anniversary date after assignment to the Airport. A minimum of sixteen hundred (1600) hours of continuous service must be worked at the Airport before vacation will be paid by the City. The Consultant will grant/ pay Security Guards/ Security Supervisors paid annual vacation hours equal to the number of hours regularly scheduled for the Security Guard/ Security Supervisor in a one week period over the past year. After three (3) years of continuous service, the Consultant will grant/ pay Security Guards/ Security Supervisors paid annual vacation hours equal to the number of hours regularly scheduled in a two week period over the past year.
- L. If current Security Guards/ Security Supervisors are retained or re-hired within ninety (90) days of commencement of this Agreement to work at the Airport, any existing fringe benefit packages and programmed salary increases must be continued at the rate and level not less than stated in this Section 35.0, taking into account any continuous months of services at the Airport prior to the commencement date of this Agreement.
- M. The Consultant shall bill the City an additional charge of fifty cents (\$0.50) per hour (the "**Administrative Fee**") in the Consultant's billable rate for the work actually performed by the Consultant's MBE/WBE subcontractor(s) at post(s) designated by the Consultant. The Administrative Fee must be clearly itemized in the Consultant's invoice submitted to the City for payment.

#### 46. **NOTICE PROVISION**

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

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

With a copy to:

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 Consultant must be sent to:

Dan Twardowski  
Whelan Security Co.  
1699 South Hanley Road  
Suite 100  
St. Louis, Missouri 63144

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

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

WHELAN SECURITY CO.

ATTEST:

BY: [Signature] 9/1/17  
Date

BY: [Signature] 9/1/17  
Date

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

The foregoing Agreement was approved on this 6<sup>th</sup> day of September, 2017,  
by the Airport Commission.

BY: [Signature] 9-5-17  
for Director of Airports Date

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its  
meeting on Sep. 20, 2017.

BY: [Signature] 9/20/17  
Secretary Date  
Board of Estimate & Apportionment

CONTROLLER'S OFFICE  
DOCUMENT # 72186

APPROVED AS TO FORM BY:

COUNTERSIGNED BY:

[Signature] 9/6/17  
City Counselor Date

[Signature] 9/28/17  
Comptroller Date

ATTESTED TO BY:

[Signature] 10-10-17  
Register Date

**Exhibit A**

**Missouri Unauthorized Aliens Law Affidavit**

Confidential  
garvinm@stlouis-mo.gov  
2020-01-15 17:52:46 +0000

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

**AFFIDAVIT**


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

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


I am the Vice President/Owner (Position/Title) of Whelan Security (Consultant).

I have the legal authority to make the following assertions:

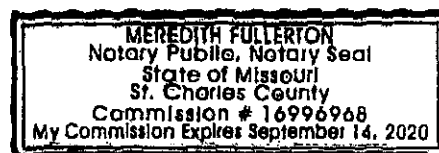
1. Whelan Security (Consultant) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with E-Verify (the "Agreement"), as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri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

  
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 5 day of June, 2017.

  
Notary Public

My Commission Expires: 9/14/2020





**Exhibit B**

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

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**NOTICE OF ST. LOUIS LIVING WAGE RATES  
EFFECTIVE APRIL 1, 2017**

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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 **\$12.76 per hour** (130% of the federal poverty 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 **\$17.03 per hour** (130% of the federal poverty 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: **\$4.27 per hour**

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and are effective as of **APRIL 1, 2017**. These rates will be further adjusted when the federal poverty guidelines are adjusted by the U.S. Department of Health & 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 <https://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) 426-8106  
[Livingwage@flystl.com](mailto:Livingwage@flystl.com)

**Exhibit C**  
**Reimbursable Expenses**

Confidential  
garvinm@stlouis-mo.gov  
2020-01-15 17:52:46 +0000

## **REIMBURSABLE EXPENSES**

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

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

### **Note 1:**

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

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

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

Hourly wage rates for Consultant's personnel shall not be billed for the period of time that the business trip was planned.

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

Sleeping accommodation costs shall be limited to a reasonable amount taking into account elements of time, distance, purpose, etc., or if instructed to by the Airport Representative to use a certain hotel property.

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

**Note 2:**

All equipment purchases including without limitation, computer hardware and software purchases shall be pre-authorized by the City in writing. These expenditures may include maintenance and related supplies. (See Section 30.0, entitled "Purchase of Equipment").

**Note 3:**

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