

CITY OF ST. LOUIS
SERVICE AGREEMENT FOR
SNOW REMOVAL SERVICES
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT™

CONTRACT NO.: 72095

CONTRACT NOT-TO-EXCEED AMOUNT: \$6,000,000.00

CONTRACTOR: Midwest Landscape, LLC
11700 Missouri Bottom Road
Hazelwood, MO 63042-2438

FEDERAL I.D. #61 - 1531145

ESTIMATED ANNUAL ENCUMBRANCES:

FY 2018	\$1,500,000.00
FY 2019	\$2,000,000.00
FY 2020	\$2,000,000.00
FY 2021	\$ 500,000.00

CONTRACT AUTHORIZED BY: **ORDINANCE NO. 70540**
BUDGET ACCOUNT: 5638

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
ST. LOUIS, MISSOURI

CITY OF ST. LOUIS
SERVICE AGREEMENT FOR
SNOW REMOVAL SERVICES
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

This Agreement, made and entered into this 14th day of September, 2017 ("**Agreement**"), by and between the City of St. Louis, a municipal corporation of the State of Missouri (the "**City**") and Midwest Landscaper, LLC ("**Contractor**").

WITNESSETH THAT:

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

WHEREAS, City seeks to contract with the Contractor for Snow Removal Services as more fully described herein.

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

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Maps

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

APPENDIX "A"

**TECHNICAL SPECIFICATIONS
(SNOW REMOVAL SERVICES)**

1. DEFINITIONS

The following terms and definitions are used in this solicitation:

- A. **"Agreement"** means this Agreement between The City of St. Louis and Midwest Landscape, LLC.
- B. **"Airport"** means the property owned by The City at St. Louis Lambert International Airport.
- C. **"Airport Representative"** means the Airport Assistant Director of Operations & Maintenance or his/her authorized or designated representative.
- D. **"City"** means The City of St. Louis, owner and operator of St. Louis Lambert International Airport.
- E. **"Commencement Date"** means the date the term of this Agreement begins which is October 1, 2017 as provided for in Appendix A, Section 8.
- F. **"Contractor"** means Midwest Landscape, LLC.
- G. **"days"** means consecutive calendar days unless otherwise expressly stated.
- H. **"Director"** means the Director of Airports of The City of St. Louis or his/her authorized representatives or designated representative.
- I. **"Expiration Date"** means the date the term of this Agreement ends which is at 11:59 P.M. local time, September 30, 2020 as provided for in Appendix A, Section 8.
- J. **"Extras"** means additional service work or modifications, additions, or extras ordered in writing by the Director, as more fully described in Appendix A, Section 7 entitled "Extra Work."
- K. **"Holiday"** means New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

- L. **“Minimum Onsite Required Equipment”** means the minimum inventory of equipment that must remain onsite during the Snow Removal (See Appendix A, Section 3, Figure 2.)
- M. **“Mobilization Fee”** means the fee paid by the City to the Contractor for procuring, renting, preparing, maintaining, fabricating and stationing the “Minimum Onsite Required Equipment” at the Airport during the Snow Removal Season. The Mobilization Fee should be based on the Contractor’s total costs or expenses including, without limitation, overhead and profit, for procuring, renting, preparing, maintaining, fabricating, and stationing the “Minimum Onsite Required Equipment” at the Airport, as specified in this Agreement. The Mobilization Fee will be paid by the City at the beginning of each Snow Removal Season upon receipt of an invoice from the Contractor and confirmation that all Required Equipment is in an operationally ready state in accordance with the Provisions of this Agreement. (See Appendix A, Section 12.B.)
- N. **“Pre-Season Equipment Inspection”** means on the first business day prior to November 1st of each calendar year during the term of this Agreement, the Contractor shall have all “Required Equipment” staged on Airport property and ready for an inspection by the Airport Authority. The Contractor shall provide a Supervisor as well as maintenance personnel to operate the Required Equipment.
- O. **“Provision”** means the terms, covenants, conditions, warranties, and provisions of this Agreement.
- P. **“Response Time”** means the Contractor will have all designated equipment and operators’ available onsite, and ready to commence Snow Removal Services in accordance with the Provisions of this Agreement no more than two (2) hours from the notification from an Airport Representative unless a specified time has been provided by the Airport Representative.
- Q. **“Requested Rental Equipment”** means any optional equipment above and beyond the Required Equipment that the Airport Representative may require the Contractor to rent or provide, which shall be invoiced to the Airport by the Contractor at cost plus 15% to cover the administration, handling and preventive maintenance fees.
- R. **“Required Equipment”** means all of the equipment described and listed in Appendix A, Section 3, Figure 1.
- S. **“Snow Removal Season”** means the period of time beginning on November 1 and ending on April 1 of each calendar year during the term of this Agreement.

2. **SCOPE OF WORK**

A. Contractor will furnish the “**Snow Removal Services**” contemplated herein on call, twenty-four (24) hours a day, seven (7) days a week, including weekends and Holidays as ordered and directed by the Airport Representative subject to and in accordance with the Provisions of this Agreement. All equipment used in the performance of this Agreement will be operated at all times by a qualified equipment operator. The Contractor may be required to perform Snow Removal Services anywhere on Airport property; however, the primary areas anticipated to be cleared by the Contractor’s equipment are, without limitation, as follows:

1. AREA #1 – Apron area/CHARLIE PAD from TWY SIERRA to AREA #3 (475,000 sq. ft.).
2. AREA #2 – Apron and gate areas from Gate A-3 to Gate A-18 to west and south limits of pavement (392,500 sq. ft.).
3. AREA #3 – Apron and gate areas from Gate A-18 to Gate B-12 to North edge of pavement and AREA #1 (662,500 sq. ft.).
4. AREA #4 – Apron and gate areas from Gate B-12 to Gate C-12 to north edge of pavement (455,000 sq. ft.).
5. AREA #5 – Apron and gate areas from Gate C-12 to Gate C-34 to north edge of pavement (560,000 sq. ft.).
6. AREA #6 – Apron and gate areas from Gate C-34 to Gate C-25 to LIMA PAD and to Apron Service Road (1,320,000 sq. ft.).
7. AREA #7 – Apron and gate areas from Gate C-25 to Gate D-16 to Gate C-1 (600,000 sq. ft.).
8. AREA #8 – Apron and gate areas from Gate D-16 to Gate E-34 to Apron Service Road (480,000 sq. ft.).
9. AREA #9 – Apron and gate areas from Gate E-34 to Gate E-18 to edge of Movement Area (1,000,000 sq. ft.).
10. AREA #10 – Apron and gate areas from Gate E-18 to east of edge of pavement to edge of Movement Area (700,000 sq. ft.).
11. All paved areas in the Airline Cargo Complex including access roads (2,000,000 sq. ft.).
12. 2.5 miles of two-lane undivided elevated ramps, entrance/exit road access for Terminals 1 and 2.

13. .5 Miles of two-lane individual elevated ramps, entrance/exit road access for Terminals 1 and 2.
 14. Other service roads, public access roads, loading dock areas, Fire Department apron areas and vehicle parking areas as directed by the Airport Representative (1,000,000 sq. ft.).
- B. All operating equipment will be under direct supervision of the Contractor's supervisors/foremen who will be under the direction of the Airport Representative.

NOTE: All measurements given are approximate and should be considered as such for planning purposes. The drawings (see **Exhibit C** entitled "**Maps**", which is attached hereto and incorporated herein) show the general layout of the areas in which the Contractor can expect to provide the Snow Removal Services as ordered and directed by the Airport Representative in accordance with the Provisions of this Agreement. Exhibit C may be amended or modified by the City at any time without the Contractor's approval by giving the Contractor written notice.

3. **EQUIPMENT**

The Contractor will maintain at all times a current and detailed "**Equipment List**" identifying the required pieces of equipment in a form acceptable to the Airport Representative. Contractor will provide a copy of the Equipment List to the Airport Representative upon his/her request. Contractor shall promptly and timely call up additional pieces of equipment, if so required by Airport Representative, in accordance with and subject to the Provisions of this Agreement. Listed below in **Figure 1** is a listing of the "**Required Equipment**" under this Agreement as well as the number of required Supervisors and Mechanics:

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"Required Equipment" Type/Size	Pieces
Truck with minimum 2.1 cu.yd. spreader and 8 ft. plow	4
Truck with minimum 8 cu.yd. spreader and 10 ft. plow	3
Front End Loader with minimum 4.2 cu.yd. bucket	6
Skid Steer Loader/Snow Bucket and/or 8 ft. plow	13
12 ft. Ramp Pusher Plow	4
16 ft. Ramp Pusher Plow	2
24 ft. Ramp Pusher Plow	2
28 ft. Ramp Pusher Plow	6
Tandem Dump truck with 12 cu.yd. capacity	30
Supervisor (see Appendix A, Section 7 entitled "Personnel")	5
Mechanic	2

Figure 1

- A. **Pre-Season Equipment Inspections** - On the first business day prior to November 1st of each calendar year during the term of this Agreement, the Contractor shall have all Required Equipment on Airport property and ready for an inspection by the Airport's mechanics and personnel for the purpose of verifying that the Required Equipment is available and in serviceable condition and ready to respond to events in accordance with the Provisions of this Agreement. Airport mechanics and personnel will be using Airport inspection forms provided by the Airport Representative. The Contractor's mechanic must also be onsite during the Pre-Season Equipment Inspection.
1. Required Equipment not part of the "Minimum Onsite Required Equipment" may be removed by the Contractor after it has been found acceptable by the Airport Representative.
- B. **In-Season Staging** - Contractor acknowledges and agrees that the Minimum Onsite Required Equipment must remain onsite during the Snow Removal Season (November 15th to April 1st). The remaining Required Equipment may be removed from the Airport by the Contractor after the Pre-Season Equipment Inspections have been completed by the Airport and the equipment found acceptable by the Airport Representative in accordance with the Provisions of this

Agreement. It being understood and agreed that any Required Equipment being removed by the Contractor must still satisfy the required Response Time, as provided for in this Agreement. The Airport Representative may authorize requests received in writing including emails for an occasional and infrequent deviation from the requirement that the Minimum Onsite Required Equipment remain at the Airport during the Snow Removal Season. The Minimum Required Onsite Equipment is more fully described below in **Figure 2**.

"Minimum Onsite Required Equipment" <u>On-Site Nov 15th through April 1st</u>	Amount
Skid Steer Loader/Snow Bucket and/or 8 ft. plow	4
Front End Loader with minimum 4.2 cu.yd. bucket	4
12 ft. Ramp Pusher Plow	1
16 ft. Ramp Pusher Plow	1
24 ft. Ramp Pusher Plow	1
28 ft. Ramp Pusher Plow	5
Truck w/ minimum 8 cu.yd. spreader and 10 ft. plow	1

Figure 2

C. Road Crew

The Contractor will be required to station the Road Crew Required Equipment listed below on or nearby the Airport in a location approved by the City, in order for the **"Road Crew"** to be ready to timely initiate Snow Removal Services within the required Response Time. Where an advance specified time cannot be given, the **Contractor will meet a Response Time of no more than two (2) hours from the time of notification.** The Contractor acknowledges and agrees that the Road Crew may be called to initiate Snow Removal Services as a group separate from the Ramp Crew. Additionally, the Skid Steer units may or may not be utilized during a Level 2 & Level 3 activation, and their use is at the discretion of the Airport Representative. The Airport reserves the right to cancel a callout without penalties within two (2) hours of the proposed start time. If the Road Crew is called into action, the City guarantees that the Contractor will be paid for four (4) hours of work at a minimum should the call out be terminated early, unless a specific piece arrived late. The Road Crew Required Equipment for Level 1, Level 2 and Level 3 are more fully described below in **Figure 3**.

"Road Crew Required Equipment"	Level 1	Level 2	Level 3 (Total)
Truck with minimum 2.1 cu.yd. spreader and 8 ft. plow	2	4	4
Truck with minimum 8 cu.yd. spreader and 10 ft. plow	1	2	3
Skid Steer Loader/Snow Bucket and/or 8 ft. plow	0	2	3
Supervisor	0	1	1

Figure 3

D. Ramp Crew

The Contractor will be required to station equipment on or nearby the Airport in a location approved by the City, in order for the **"Ramp Crew Required Equipment" (Level 1 or Level 2)** to be ready to timely initiate Snow Removal Services within the required Response Time. Where an advanced specified time cannot be given, the **Contractor will meet a Response Time of no more than two (2) hours from time of notification.** The Airport reserves the right to cancel a callout without penalties within two (2) hours of the proposed start time. If the Ramp Crew is called into action, the City guarantees that the Contractor will be paid for four (4) hours of work at a minimum should the call out be terminated early, unless a specific piece of equipment arrived late. The Ramp Crew Required Equipment for Level 1 and Level 2 are more fully described below in **Figure 4.**

"Ramp Crew Required Equipment"		
	Level 1	Level 2 (Total)
Skid Steer Loader/Snow Bucket and/or 8 ft. plow	6	10
12 ft. Ramp Pusher Plow	1	3
16 ft. Ramp Pusher Plow	1	2
24 ft. Ramp Pusher Plow	1	2
28 ft. Ramp Pusher Plow	5	6
Supervisor	3	4

Figure 4

- E. The Contractor will be required to station the Snow Pile Crew Required Equipment on or nearby the Airport in a location approved by the City, in order for the **"Snow Pile Crew"** to be ready to timely initiate Snow Removal Services within the required Response Time. Where an advance specified time cannot be given, the **Contractor will meet a Response Time of no more than two (2) hours from the time of notification.** The Contractor acknowledges and agrees that the Snow Pile Crew may or may not be called to initiate Snow Removal Services as a group

separate from the other crews. Additionally, the 2 pieces of equipment for the "Snow Dump" crew may be called in individually, and will only be called in when necessary, as determined by the Airport Representative. The Airport reserves the right to cancel a callout without penalties within two (2) hours of the proposed start time. If the Snow Pile Crew (or Snow Dump Crew) is called into action, the City will pay the Contractor for four (4) hours of work at a minimum should the call out be terminated early, unless a specific piece of equipment arrived late. The Snow Pile Crew Required Equipment for Level 1, Level 2 and Snow Dump are more fully described below in **Figure 5**.

"Snow Pile Crew Required Equipment"			
	Level 1	Level 2 (Total)	Snow Dump
12 ft. Ramp Pusher Plow	0	0	1
Front End Loader with minimum 4.2 cu.yd. bucket	3	5	1
Tandem Dump truck with 12 cu.yd. capacity (see section J.1)	15	30	0

Figure 5

- F. All equipment will be rubber tired and equipped with adequate lights, including front headlights, rear taillights and stoplights, and roof mounted amber rotating beacon light. All equipment will be of heavy-duty manufacture comparable to the standard construction equipment utilized in the St. Louis metropolitan area.
- G. The Contractor at its cost will provide on-site, a work trailer with telephone service and any facilities reasonably necessary or required for the proper and safe operating, servicing and repair of its equipment.

- H. All of the Contractor's equipment will be kept in good and safe operating condition and present a neat appearance. The Contractor, at its cost, will clean maintain, and make easily identifiable, all its equipment as directed by the Airport Representative. All replacement, maintenance and repair costs related to the Contractor's equipment will be borne by the Contractor.
- I. The City reserves the right to inspect any or all snow removal equipment at any time. Contractor agrees that all discrepancies found by the Airport Representative will be promptly and timely corrected within two (2) weeks, at the Contractor's cost.
- J. Substitution of Equipment

The Contractor, may substitute alternate pieces of equipment in place of the required equipment listed in Appendix C provided that the alternate piece(s) of equipment are acceptable for use in an aviation environment and satisfy the requirements for substitution set out below. The City at its sole and absolute discretion, will determine whether a substituted piece of equipment is acceptable for use in an aviation environment and satisfies the requirements set out below. Any such substitutions after this Agreement goes into effect must be approved in advance and in writing by the Airport Representative. Contractor must provide written documentation showing that any equipment being substituted is acceptable for use in an aviation environment and meets the following conditions:

1. Proposed equipment's performance must equal or exceed that of the Required Equipment listed on Appendix C; and
 2. Proposed equipment must provide a significant cost savings to the Airport when compared to the Required Equipment listed on Appendix C.
- K. The Contractor shall, for planning purposes, push the snow in the snow collection zones to the designated snow pile areas and commence hauling operations as shown in **Exhibit C** entitled "Maps." The Contractor understands that the dynamics of Snow Removal Services in and around moving aircraft may necessitate the Airport Representative altering the plan during any snow and ice event.
 - L. The Contractor shall for planning purposes, utilize the following for hauling snow from the snow collection zones to the designated storage area at the old MoANG ramp, south of Lambert International Boulevard. The Contractor understands that the dynamics of snow removal services in and around moving aircraft may necessitate the Airport Representative altering the plan during any snow and ice event.
 1. As stated, the current snow storage area is the old MoANG north of LIB and on the south side of the airfield. If an additional or different snow storage area is needed, the Airport will require the Contractor to utilize a different snow

storage location, and may require the Contractor to provide additional (or less) Dump Trucks, subject to the rate for such in Appendix C.

2. All trucks loaded in Areas 1, 2, 3, 4 5, 6, 7, 8, 9, and 10 to use Perimeter Gate 18S on the West end.
3. Snow will be placed at designated storage area on the MoANG ramp, or as determined by the Airport Representative.

4. **PERSONNEL**

- A. Prior to the performance of any work under this Agreement, the Contractor shall supply the Airport Representative with telephone numbers of four (4) **"Supervisory Personnel"** who are on call twenty-four (24) hours a day, seven (7) days a week, including Holidays during the Snow Removal Season. The Contractor shall designate one responsible manager who will be in charge of checking and directing all of the Contractor's equipment involved in Snow Removal Services at the Airport (the **"Equipment Supervisor"**). When called, the Equipment Supervisor shall timely report to the Airport's Snow Crew Leader at the equipment staging area for instructions. The Equipment Supervisor shall report any property damage or personnel injuries immediately after it occurs to the Airport Representative.
- B. The Contractor, will provide and invoice the City for qualified mechanics for the duration of each snow call, to maintain a rate of performance and amount of work acceptable to the Airport Representative. Contractor, at his/her own cost, will employ qualified mechanics at times other than snow calls if that is necessary to keep the equipment in a safe, operable and ready condition.
- C. The Contractor will provide at its cost, four-wheel drive vehicles separate from the actual snow removal equipment, and equipped with adequate lights, a roof mounted green rotating beacon, and two-way radio on company frequency for supervisor personnel.
- D. All Contractor's personnel will obtain, at Contractors cost, an Airport Photo Identification Badge in accordance with Appendix A, Section 25 and 49 CFR Part 1500 as may be amended from time to time ("TSA 1500"). Any and all violations pertaining to Airport Security resulting in a fine or penalty will be the responsibility of the Contractor (see Appendix A, Sections 10.B & 22).
- E. The Contractor will designate one supervisor to act as the **"Supervisor Point of Contact"**. The Supervisor Point of Contact must be provided with an 800 mhz radio during an event to have contact with the Airports Operations Center at all times. The Supervisor Point of Contact must remain on the airfield and in contact with the Airport's Operation Center 24/7 during an event.

- F. The Contractor will be responsible for insuring that all supervisors' vehicles are equipped with a Portable FAA approved Handheld NAV/COM Aviation Radio capable of monitoring ground control (121.9).
- G. Contractor will insure that all front-end loader operators provided by the Contractor must have at a minimum not less than two (2) years of experience operating a front-end loader. When requested by the City, the Contractor shall promptly and timely provide the Airport Representative with proof of such experience.
- H. The Contractor must employ only competent and efficient workers. Whenever, in the opinion of the Director or an Airport Representative, any worker is careless, incompetent, violates safety or security rules, or fails to follow the safety requirements set forth in this Agreement, Contractor will promptly remove that worker from the Airport and will not use that worker again on Airport property (see Appendix A, Section 14 entitled "Replacement of Personnel").

5. **TRAINING**

- A. All Contractors and subcontractors are required to take annual airport safety ramp training prior to the start of each Snow Removing Season. The Contractor is responsible for maintaining all records for its own and subcontractor's employees. No contractors or subcontractors will be allowed to drive on the airfield if they have not attended the annual safety ramp training.
- B. The annual ramp safety training will be provided on multiple days and times to insure all contractors attend. The class can last up to two hours in length and will be held in the B Concourse safety training room.
- C. A maximum of 4 hours will be paid to attend training at the worker hourly rate of \$35/hour.

6. **HOURS OF OPERATION**

The Contractor agrees to the following:

- A. Time, for billing purposes, begins at the designated Response Time as directed by the Airport Representative. Time ends when Snow Removal Services cease upon direction of the Airport Representative.
- B. Only the Airport Representative or his/her authorized representative will decide when to halt Snow Removal Services and when the Contractor should secure its equipment.

- C. The Contractor will not permit any operator to be on duty for an extended period so as to affect the safety of Snow Removal Services. Contractor agrees that under no circumstances will the Contractor permit an operator to be on duty for more than twenty-four (24) consecutive hours without a rest period of not less than twelve (12) hours following.

7. **EXTRA WORK**

- A. At the written request and direction of the Director, additional Snow Removal 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 Appendix A, Section 12.A of this Agreement. For all work conducted under this Agreement, the total amount to be paid to the Contractor must not exceed the total Contract Not-To-Exceed Amount of this Agreement. (See Appendix A, Section 12.F).
- B. Any work not herein specified which may be fairly implied as included in the Agreement, of which the Director will be the sole and absolute judge, will be done by the Contractor without extra charge. The Contractor will do all Extras that may be requested or ordered in writing by the Director. No claim for Extras will be allowed in favor of the Contractor unless such Extras have been ordered in advance by written request of the Director. The Contractor will furnish the Director with itemized bills for all items included under this heading, and such bills may be verified or audited by the City. All bills for Extras done in any month, will be submitted to the Director, in writing, before the 15th day of the following month, and the amounts therein must be in accordance with the daily time, material, and equipment statements duly approved by the Director. As proof of costs, the Contractor must submit copies of itemized invoices received from the Contractor’s approved subcontractor(s) which have been previously reviewed and approved by the Contractor. Extras will be paid for on the basis of a fixed amount or rate or charge or any combination thereof to be agreed upon and approved by the Contractor and the Director in writing prior to such Extras being performed. (See Appendix A, Section 12.A).

8. **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 Appendix B, Section 2. This Agreement is expressly subject to, and will not become effective or binding on the City until, fully executed by all signatories of the City. The commencement and expiration dates are as follows:

“Commencement Date”: October 1, 2017 “Expiration Date”: September 30, 2020

9. **ADMINISTRATIVE PROCEDURES**

- A. Before work under this Agreement commences, the Contractor will designate, by written notice to the Airport Representative, an experienced, competent and knowledgeable, full-time employee of the Contractor as the Contractor's **"Project Coordinator."** The Project Coordinator will be fully authorized to act for the Contractor in all matters covered by this Agreement. The Contractor will also furnish all supervisory personnel with copies of these specifications and will make certain that all such personnel understand the Provisions thereof (see Appendix A, Section 4 entitled "Personnel").
- B. When necessary, or as requested by the Airport Representative, the Contractor will make periodic reports and recommendations to the Airport Representative concerning conditions, transactions, situations or circumstances encountered by the Contractor relating to the services to be performed under this Agreement.
- C. The Contractor's performance hereunder must meet the highest standards of care, skill, and diligence provided by professionals who perform services similar to the services contemplated by this Agreement. All work will be executed in the most workmanlike, safe and substantial manner and everything will be furnished by Contractor that is necessary to complete and perfect the aforesaid work according to the design and intention, whether particularly specified or not which may be inferred from this Agreement and its specifications. Work which should properly be performed by skilled laborers, will not be attempted by common laborers.
- D. The Contractor will ensure that all equipment and temporary offices and trailers used on the job are conspicuously marked with both the name and telephone number of the Contractor. (if applicable)
- E. The Contractor must clean up the work site each day. This clean-up must include placing material, tools, and equipment in a neat, safe, and orderly arrangement. Equipment must never block access to existing facilities. Rubbish, debris, rubble, and garbage must be properly removed daily and disposed of by the Contractor in accordance with all applicable local, state, and federal laws and regulations. The City and its officers, agents, representatives, or employees are not responsible or liable for, in any way whatsoever, for any hazardous condition created by, arising out of, or incidental to the Snow Removal Services performed by the Contractor or its officers, employees, contractors, representatives, or agents under this Agreement. (See Appendix B, Section 1 entitled "Insurance and Indemnification.")
- F. The Contractor will furnish, and have on the job at all times, ample equipment to properly and safely carry out the work contemplated herein including such tool or equipment as may be necessary to meet emergency requirements.

- G. The Contractor will give personal attention to the performance of this Agreement and will furnish to the Airport Representative a listing of all employees (including subcontractor's employees) performing services under this Agreement. (See also Appendix B, Section 3.) The Contractor will maintain and update this listing throughout the term of this Agreement. The Contractor will be present at the work site continuously during working hours throughout the progress of the work, either in person, or through his Project Coordinator or supervisory personnel to receive directions or furnish information. Any instructions or directions given to the Project Coordinator or supervisory personnel of the Contractor will be considered the same as given to the Contractor in person.
- H. Contractor, at its cost, will secure all applicable permits and licenses and approvals required or necessary to fulfill the Provisions of this Agreement.
- I. The Contractor will attend a pre-performance conference prior to commencement of any work under this Agreement. Said conference will be after the date of Agreement execution, and prior to start of the work.
- J. The work to be performed under this Agreement is on an active Airport. Therefore, prior to the start of any work under this Agreement, the Contractor will provide the Airport Representative with a work schedule which will indicate a proposed sequence and time schedule of the work to be accomplished for the Airport Representative's prior written approval. (See Appendix A, Section 2, entitled "Scope of Work".)
- K. In case of an emergency, the Airport Representative will have authority to order the Contractor to immediately terminate work and clear the area of personnel and equipment. The Contractor will immediately comply to such an order with all possible speed.
- L. The Airport Representative will determine the amount, classifications, acceptability, and fitness of all work to be done, and will decide all questions which may arise relative to the proper performance of this Agreement, and his decisions will be final, except as provided for in Appendix A, Section 16.
- M. The City reserves the right to solicit bids and award contracts to other contractors for any modifications or additions to the Snow Removal Services. The City reserves the right to furnish components, parts, supplies, and materials at its discretion or to perform the work contemplated herein. (See Appendix A, Sections 12.C. and 26.G).

10. RULES AND REGULATIONS

- A. The Bidder 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 the Agreement. The Bidder 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 Contractor 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 Contractor or its officers, employees, subcontractors, independent contractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Contractor, or its officers, employees, agents, or representatives, will be the responsibility of the Contractor. City will be reimbursed within ten (10) days of the City's request, for any such fines or penalties imposed on the City.
- C. The Contractor will be responsible for the work of all subcontractors and agents, and all work must be kept under the Contractor's control. A complete list of all such subcontractors will be submitted to the Airport Representative for his/her prior written approval (See Appendix B, Section 3 herein).
- D. The Contractor will not be entitled to any claim for damages or losses whatsoever against the City or its officers, employees, agents, representatives, due to hindrance or delay from any cause whatever in the progress of the work or any portion thereof including without limitation, loss of profits, and actual, consequential, special, or incidental damages.

11. REPAIR OF DAMAGE

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

12. PAYMENTS

- A. The Contractor shall submit to the Airport Representative for payment by the City, a per storm event itemized invoice for work or services performed under this Agreement at the rates, charges, hours, and amounts outlined in the attached

Appendix C, subject to and in accordance with the Provisions of this Agreement. The invoice will state: a) contract number; b) ordinance number(s), c) service performed, d) date the service was performed, e) type of equipment, f) starting time, g) ending time, h) down time, i) total and cumulative seasonal hours, j) maintenance hours, and k) rate per hour. For Extras authorized in writing by the Director, the Contractor shall invoice the City at the rates, charges, and amounts as authorized in writing by the Director as set out in Appendix A, Section 7. All payments are contingent upon the appropriations of sufficient funds by the City annually.

- B. At the beginning of each Snow Removal Season but after the successful required Equipment Pre-Season Inspection (November 1 of each year), the Contractor shall submit to the Airport Representative for payment by the City, an invoice for the annual Mobilization Fee charged by the Contractor.
- C. Nothing in this Agreement will be construed or interpreted to create a debt, liability, or obligation of any kind whatsoever on the City for the City to order or request any particular amount of work or services. (See also Appendix A, Sections 9.M. and 26.G.)
- D. The Contractor will submit invoices for the services and work performed pursuant to this Agreement in a timely manner and as provided for in the Agreement. The City will not be required or obligated to pay any invoice submitted to the City by the Contractor more than six (6) months after the expiration or earlier termination of this Agreement or be responsible for any costs or expenses incurred by the Contractor for services or work performed pursuant to this Agreement for which invoices have not been submitted to the City for payment within six (6) months of the expiration or earlier termination of this Agreement.
- E. The Contractor acknowledges and agrees that the City will not be obligated, responsible, or liable in any way whatsoever for any downtime, nor make any payment to the Contractor for any cost, expense, or loss of profit due to any such downtime.
- F. The total Contract Not-To Exceed Amount of this Agreement is Six Million Dollars (\$6,000,000.00).

13. NOTICE OF LOSS OR CLAIMS

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

herein specified, or in consequence of any negligence in guarding the same, or any defective materials or equipment used, or by or on account of any act or omission of the said Contractor.

- B. The Contractor will indemnify, defend, and save harmless the City, its officers, employees, representatives, and agents from the payment of any and all claims, demands, damages, or costs arising out of any infringement, or alleged infringement of intellectual property rights including, without limitation, the use of any patent or patented device, article, system, arrangement, material or process used by the Contractor or its officers, employees, representative, or agent in the execution of this Agreement.
- C. The Contractor shall provide written notification to the Director of all suits or action or losses arising out of this Agreement within seven (7) days of service or demand.

14. **REPLACEMENT OF PERSONNEL**

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

15. **PROHIBITED ACTS**

- A. Contractor will not do or permit to be done any act which:
 - 1. Will invalidate or be in conflict with any insurance policies covering the Airport or the City, or any part thereof, or upon the contents of any building thereon;
 - 2. Will increase rates of any insurance, extended coverage or rental insurance on the Airport or the City, or any part thereof, or upon the contents of any building thereon;
 - 3. 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 or a nuisance in or on the Airport; or;

5. May interfere with the effectiveness or accessibility of the drainage of any sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses if any, installed or located in or on the Airport.
- B. If by reason of the Contractor's failure to comply with the Provisions of this section, any fire insurance, extended coverage or rental insurance rate on the Airport, or any part thereof, or upon the contents of any building thereon will be at any time higher than it otherwise would be, then the Contractor will on demand, pay the City the increase in the cost of insurance premiums paid or payable by the Airport which was charged because of such violation by the Contractor. For the purpose of this section, "Airport" includes all structures or improvements located thereon.

16. RIGHT OF REVIEW

Contractor may request that the Director review any decision or direction of the Airport Representative. The decision of the Director will be final and binding. All requests for review must be in writing and within twenty-four (24) hours of the Airport Representative's decision in dispute, and must set forth clearly the cause for such request of review. No review will be allowed by the Director which has not first been considered by the Airport Representative. (See Appendix A, Section 9.L).

17. 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. Bidder 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.

18. WAIVERS OF LIEN

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

19. **FACILITIES PROVIDED BY THE AIRPORT**

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

20. **PRECAUTIONARY MEASURES**

Contractor will exercise every precaution to prevent injury to persons or damage to property and avoid inconvenience to the City's travelers, licensees, and invitees, or airlines operating at the Airport, or other users of the Airport. Contractor will without limiting the generality hereof, place such watchmen, erect such barricades and railings, give such warnings, display such lights, signals, or signs and exercise such precautions against fire, or electrocution, and take such other precautions as may be necessary, proper or desirable.

21. **STORAGE AND STAGING AREA**

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

22. **BADGING**

- A. The Contractor will comply with all applicable federal, state, and local governmental laws and regulations and Airport rules and regulations as may be amended from time to time. (See Appendix A, Section 10.A)

- B. The Contractor at its cost will supply to and update as needed for the Airport Police Security Operations Unit, a list of the Contractor's employees to be issued an Airport Employee Badge.
- C. The Contractor at its cost, if requested by the City, will provide verification of a five (5) to ten (10) year employee background check of each employee to be issued an Airport Employee Badge.
- D. The Contractor will, when requested and ordered by the Airport Representative, schedule with the Airport Police Security Operations Unit to have each employee to be issued an Airport ID Badge fingerprinted for a criminal history record check. This process will be used to issue Airport Identification Badges to all Contractor employees assigned to work within the Security Identification Display Area ("SIDA"). The Contractor will maintain at all times adequate control of said identification badges. All employees issued identification badges will be required to attend the SIDA class offered by the Airport Police. The Contractor will bear the cost of providing badges for the Contractor's employees working under this Agreement. The cost for initial badging is \$40.00 for the badge and \$40.00 for fingerprinting (one time), a total cost of \$80.00. This includes fees for SIDA Class, a mandatory Security Threat Assessment, and enrollment in FBI Rap back, a program that allows for continuous vetting for enumerated crimes under a fingerprint based system. Badges must be renewed yearly. **The cost of badge renewal is \$10.00.** Replacement cost for lost badges is \$50.00 for the first badge, \$75.00 for the second badge, and \$100.00 for a third badge. No fourth badge will be issued.
- E. The Contractor will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and TSA 1542 as they may be amended from time to time. Any and all violations by the Contractor or its officers, employees, subcontractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Contractor, or its officers, employees, agents, or representatives, will be the responsibility of the Contractor. The City will be reimbursed within ten (10) days of the City's request, for any such fines or penalties imposed on the City (See Appendix A, Section 10.B).
- F. Due to the amount of time needed to complete the badging process, it is recommended that the Contractor begin the process at least thirty (30) days prior to July 1st of each year that this Agreement is in effect.

23. UNIFORMS

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

24. **PERFORMANCE & PAYMENT BOND**

- A. At or prior to the execution of this Agreement, the Contractor will immediately execute a Performance Bond and a Payment Bond each in the amount of Fifty Thousand Dollars (\$50,000.00) 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 24. The Contractor will notify the City no later than thirty (30) days prior to the termination, cancellation, or non-extension of the Performance Bonds or Payment Bonds and if the Contractor's Performance Bonds or Payment Bonds are terminated, cancelled, not renewed or extended, the Contractor shall promptly provide the City with a replacement bond(s) in full compliance with this Section 24. 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.

25. **MISSOURI UNAUTHORIZED ALIENS LAW**

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

26. GENERAL PROVISIONS

- A. The Contractor is, and at all times hereunder, will be and remain an independent contractor and nothing herein will be interpreted or construed to mean that the Contractor or any of its employees or agents is an employee or agent of the City.
- B. The Contractor will coordinate the services performed under this Agreement with the Airport Representative designated by the Airport Director.
- C. This Agreement will be the entire agreement and no amendment or modification will be made (except as expressly provided for herein) unless in writing and signed by the parties hereto.
- D. The City of St. Louis and the Contractor will agree that this Agreement and all contracts entered into under the Provisions of this Agreement will be binding upon the parties hereto and their successors and permitted assigns.
- E. A waiver by either party of the Provisions hereto to be performed by the other party will not be construed as or operate as, a waiver of any subsequent default or breach of any of the Provisions of this Agreement. Any waiver by either party must be in writing and signed by the party waiving.
- F. The Contractor will keep and maintain such records and reports as are necessary for the City to determine compliance with the obligations of this Agreement. Such records must be maintained by the Contractor for at least three (3) years after the expiration or termination of this Agreement. The City reserves the right to investigate, audit, and review, upon written request, such records and documents, to determine compliance with this Agreement. (See Appendix B, Section 6 entitled "Right To Audit Clause").
- G. The City retains the right to receive bids and award contracts on any modifications, deletions, or additions to the Snow Removal 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 Appendix A, Sections 9.M and 12.C).
- H. No alderman, commissioner, director, board member, officer, employee or other agent of the City will be personally liable under or in connection with the Agreement.
- I. Neither party will be deemed in violation of this Agreement, if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of a public enemy, acts of a superior governmental authority, riots, rebellion, or sabotage, or

any other circumstances for which it is not responsible and which is not within its control. (See Appendix A, Section 26K).

- J. If any Provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such Provision will in no way affect any other Provision, herein contained, provided the invalidity of such Provision does not materially prejudice either party hereto in its respective rights and obligations contained in the valid Provisions of this Agreement.
- K. The parties agree that time will be of the essence in the performance of each and every obligation and understanding of this Agreement.
- L. 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.

27. PREVAILING WAGE AND FRINGE BENEFITS

The Contractor agrees that all employees and subcontractor's employees performing any work under and subject to the terms of this Agreement at the Airport will be paid not less than the prevailing hourly rate of wages and fringe benefits as determined by the United States Secretary of Labor, or his/her authorized representative, in accordance with prevailing rates in the locality of the metropolitan St. Louis area pursuant to 41 U.S.C. 351 ex seq., as amended, except for any person engaged in an executive, administrative or professional capacity. This Section 27 is subject to and is in accordance with City Ordinance No. 62124.

28. MEDIA INQUIRIES / ADVERTISING

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

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

29. CUSTOMER SERVICE

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

- A. Demonstrate excellent customer service at all times when in contact with users of the Airport.
- B. Act in a courteous and helpful manner at all times with travelers, fellow employees, and all other users of the Airport, including but not limited to, appropriate greetings and assistance to travelers, if and when applicable.
- C. Help ensure that travelers have a positive Airport experience and at all times, behave in a businesslike and professional manner while on Airport property.

- D. 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 Contractor's employees.

30. INSPECTIONS

- A. The Airport Representative will at all times have free access to the work, as well as the equipment, and shops of the Contractor to determine Contractor's compliance with the Provisions of this Agreement. The Airport Representative may perform periodic inspections of the work as outlined in this Agreement, to determine that services performed by the Contractor meet with required standards and the Contractor will be required to timely and promptly make any improvements as required by the Airport Representative at no additional charge to the City (See Appendix A, Sections 2 & 9).

31. FAILURE TO PERFORM

- A. If the Airport Representative determines at his/her sole discretion that the quality or quantity of any work required to be performed under this Agreement is unacceptable or that the Contractor has failed or refused to perform the job or work, the City may take reasonable and necessary actions to perform the work or remedy the Contractor's failed or under performance(s) (see also Appendix B, Section 2). All reasonable costs or expenses incurred by the City will be promptly and timely paid or reimbursed by the Contractor as provided for herein. The City may deduct such costs, plus 15 % for administrative costs, from any payments due to the Contractor under this Agreement or the City may invoice the Contractor for such costs which will be due within thirty (30) days of the City's written request. Subsequent to receipt of notice that the City will perform the work or remedy the breach or default, the Contractor must not undertake further performance of such work without the specific prior authorization from the Airport Representative.
- 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 Contractor of such failure to comply during which time the Contractor may demonstrate to the City why no such alleged failure is present or to timely remedy such alleged failure. However, the City's right to perform such work will not arise, if such failure cannot be reasonably cured within five (5)

working days and the Contractor promptly and with due diligence takes prompt and appropriate corrective action and diligently pursues until the failure is corrected to the City's reasonable satisfaction.

- C. If the Contractor fails to meet the requirement for providing operators and equipment on site and ready for the designated start time, the Contractor's bill amount will be reduced on the next invoice by \$100 per hour for each piece of equipment that was not available to meet the official start time.

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

APPENDIX "B"

**GENERAL SPECIFICATIONS
(SNOW REMOVAL SERVICES)**

1. INSURANCE AND INDEMNIFICATION

- A. The Contractor, at its expense, at all times during the term hereof, will cause St. Louis County, the City, and its Board of Alderman and the Airport Commission, and their respective officers, employees, and agents and the Contractor to be insured **on an occurrence basis** against all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities or omissions of the Contractor, its officers, agents, employees, contractors, subcontractors, licensees, invitees, representatives, and independent contractors pursuant to this Agreement under the following types of coverage:
1. Comprehensive General Liability;
 2. Comprehensive Automobile Liability (any vehicles, including owned, hired and non-owned).
- B. **The minimum limits of coverage for the above classes of insurance must equal a single limit of Ten Million Dollars (\$10,000,000.00) comprised of such primary and excess policies of insurance as the Contractor finds it feasible to purchase during the term of this Agreement** and will 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, Contractor 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 Contractor will also mail or fax a copy of the Certificate of Insurance and all required endorsements to:

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

- C. Such liability insurance coverage must also extend to damage, destruction and injury to CITY owned or leased property and CITY personnel, and caused by or resulting from work, acts, operations, or omissions of Contractor, its officers, agents, employees, contractors, subcontractors, licensees, invitees, representatives, and independent contractors and, contractual liability insurance sufficient to cover Contractor's indemnity obligations hereunder. The CITY will have no liability for any premiums charged for such coverage, and the inclusion of the CITY as an Additional Insured is not intended to, and does not make the CITY a partner or joint venturer with Contractor in its operations hereunder. Each such insurance policy must, by endorsement, provide primary coverage to the CITY when any policy issued to the CITY provides duplicate or similar coverage and in such circumstances, the CITY's policy will be excess over Contractor's policy.
- D. The Contractor will protect, defend, and hold 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 Contractor's officers, agents, employees, contractors, subcontractors, licensees, invitees, or independent contractors regardless of where the injury, death, or damage may occur, unless and to the extent such injury, death or damage is caused by the negligence of the City. The Director or his/her designee will give to Contractor reasonable notice of any such claims or actions. The Contractor will also use counsel reasonably acceptable to the City Counselor of the City or his/her designee, after consultation with the Director or his/her designee, in carrying out its obligations hereunder. The Provisions of this section survive the expiration or early termination of this Agreement.
- E. The Contractor will maintain Workers' Compensation and Employers Liability Insurance at least at the statutory requirement and in accordance with Missouri laws and regulations. Contractor will require that all of its subcontractors or licensees similarly provide such coverage. The City, its officers, employees, or agents will not be liable or responsible for any claims or actions occasioned by Contractor's failure to comply with the Provisions of this subsection. The indemnification Provisions of this Agreement apply to this subsection. It is expressly agreed that the employees of the Contractor are not employees of the City for any purpose, and that employees of the City are not employees of the Contractor.

2. **CANCELLATION**

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

3. **ASSIGNMENT AND SUBCONTRACTING**

- A. Contractor will not assign or transfer this Agreement without the prior written approval of the City, as provided for in Ordinance 63687 approved in 1996. At least ninety (90) days prior to any contemplated assignment of this Agreement, Contractor will submit a written request to the City along with a copy of the proposed assignment agreement. The City reserves the right to refuse without cause or justification, such requests. No assignment will be made or will be effective unless Contractor is not in default on any of the other terms, covenants, and conditions herein contained. The party to whom such assignment is made will expressly assume in writing the terms, covenants, and conditions of this Agreement. The parties to this Agreement understand and agree that the Contractor is and will remain responsible for the performance of its assigns under this Agreement. No assignment will be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved assignment agreement as provided for above.
- B. Contractor will not subcontract or transfer any part of the services or work to be performed hereunder without the prior written approval of the Director of Airports. At least sixty (60) days prior to any contemplated subcontracting of service or work or the transfer of any part of the services or work to be performed hereunder, Contractor will submit a written request to the Director of Airports. This request must include a copy of the proposed subcontract or agreement. The City reserves the right to refuse without cause or justification, such requests. At a minimum, any subcontractor agreement must expressly require strict compliance with the terms, covenants, and conditions of this Agreement. The Contractor will furnish all authorized subcontractors or agents a copy of this Agreement. The parties understand and agree that the Contractor is responsible for the performance of its subcontractors or agents under this Agreement. No subcontract or any other agreement will be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved subcontract or agreement as provided for above.
- C. Any such assignment or transfer or subcontracting of services without the consent of the City, as provided for above, will constitute default on the part of the Contractor under this Agreement. No action or failure to act on the part of any officer, agent, or employee of the City will constitute a waiver by the City of this provision.
- D. The City has approved the following M/W/DBE subcontractors for participation under this Agreement at the percentage participation goals as set out below:

A-Plus Contractors, LLC	MBE	2.10%
Lonzo Davidson & Son, LLC	MBE	5.0%
Westfall Hauling	MBE	4.5%

Taylor Trucking Company, LLC	MBE	2.0%
Taylor Made Construction Co., LLC	MBE	3.0%
Premier Demolition, Inc.	MBE	5.0%
MAR – II Concrete	MBE	3.0%
Greenspace Lawn Services	MBE	.5%
Cathy McDaniel Trucking	WBE	2.9%
Nolan Contracting	WBE	2.1%

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

- A. Contractor agrees during performance under this Agreement, that discrimination will not be permitted against any employee, worker, or applicant for employment because of race, creed, color, religion, sex, age, disability, national ancestry or origin.
- B. Contractor agrees during performance under this Agreement, that all printed or circulated solicitations, or other advertisement or publication for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive meaningful consideration for employment without regard to race, creed, color, religion, sex, age, disability, national origin or ancestry.
- C. Contractor agrees during performance under this Agreement, that should it be determined by the Contractor or City that Contractor will be unable to conform to the approved positive employment program, submitted to determine eligibility under the Fair Employment Division Practices Provisions of the City Code, will notify the Fair Employment Division of the St. Louis Council on Human Relations within ten (10) days as to the steps to be taken by the Contractor to achieve the provisions of this program.
- D. Contractor will permit reasonable access by the City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.
- E. If the Contractor fails to comply with the nondiscrimination clauses of this Agreement, or fails to furnish information or permit records and accounts to be inspected, within twenty (20) days from the date requested, the Airport may cancel, terminate, or suspend this Agreement, in whole or part. Further, the Airport may declare the Contractor ineligible for further City contracts for a period of one year, at the City's option. If the contract is canceled, terminated, or suspended for failure to comply with fair employment practices, the Contractor will have no claim for any damages against the City.
- F. Contractor further agrees that these clauses (A through E) on discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Contractor in all contracts or agreements entered into with suppliers of materials or services, contractors and subcontractors

and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

- G. If the Contractor is sued or threatened with litigation by a subcontractor, vendor, individual, group or association, as a result of compliance with the clauses (A through F) of these provisions relating to fair employment practices, such contractor will notify the City Counselor in writing of such suit or threatened suit within ten (10) days.
- H. The Contractor must submit evidence from the City's Civil Rights Enforcement Agency (**CREA**) stating that Contractor has complied with the City's requirements for an affirmative action program as required by the Mayor's Executive Order on Equal Opportunity in Employment. Both "**CREA Forms**" attached hereto as Attachment 2 and incorporated herein must be completed and included with the Bid. (See Bidder's Checklist, Item 3)
- I. Contractor will comply with all applicable nondiscriminatory requirements that may be imposed pursuant to the Federal Aviation Act of 1958, as amended; Title VI of the Civil Rights Act of 1964, as amended; 49 C.F.R. Parts 21, 23, and 26, as said regulations may be amended; and state and local laws.

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

A. Definitions:

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

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

B. Policy:

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

awarded by the City, its departments and agencies and to all recipients of City funds or City-administered government funds and will be liberally construed for the accomplishments of its policies and purposes.

C. Goal:

A goal of 25% MBE and 5% WBE utilization has been established in connection with this Agreement. This goal is based on the original Agreement amount and remains in effect throughout the term of this Agreement. If an award of this Agreement is made and the MBE/WBE participation is less than this Agreement goal, the Contractor shall continue good faith efforts throughout the term of this Agreement to increase MBE/WBE participation and to meet this Agreement goal. **Please note: Contractors that have been certified as either an MBE or WBE are still required to fill both goals. In addition, Contractors 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 Contractor agrees to take all reasonable steps to ensure that MBEs/WBEs have maximum opportunity to participate in contracts and subcontracts financed by the City of St. Louis Airport Authority provided under this Agreement. The Contractor will not discriminate on the basis of race, color, national origin, or sex in the award or in the performance of contracts financed by the City of St. Louis Airport Authority.
2. A current Directory of M/W/BE certified firms is available online at www.flystl.com/bdd.

E. Eligibility:

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

F. Counting MBE/WBE Participation toward Goals:

MBE/WBE participation towards the attainment of the goals will be credited on the basis of the total subcontract prices agreed to between the Contractor and subcontractors for the contract items being sublet as reflected on the “**MBE/WBE Utilization Plan**”.

G. Post Award Compliance:

If the contract is awarded on less than full MBE/WBE goal participation, such award will not relieve the Contractor of the responsibility to continue good faith

efforts to maximize participation of MBEs/WBEs during the term of this Agreement.

H. Substitution of MBE/WBE Firms after Award:

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

I. Good Faith Efforts:

When the M/WBE goals cannot be met, the Bidder must document and submit justification utilizing the Contractor's "**Good Faith Efforts Report Form**" and provide a statement as to why the goals could not be met. The quality and intensity of the Contractor's good faith efforts will be evaluated by the City. The contractor must demonstrate the good faith efforts taken to meet the M/WBE goals, including but not limited to the following:

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) calendar 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 contractor and the M/WBE in which M/WBE promises not to provide subcontracting quotations to other bidders.
6. Efforts made to assist the M/WBEs that need assistance in obtaining bonding, insurance, or lines of credit required by the contractor.
7. Documentation that qualified M/WBEs are not available, or not interested.
8. Attendance at any meeting scheduled by the user department, or the SLDC to encourage better contractor-subcontractor relationships, forthcoming M/WBE utilization opportunities (i.e. pre-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 contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of M/WBEs.
11. Examples of actions not acceptable as reasons for failure to meet the M/WBE goal.
 - a. M/WBE unable to provide performance or payment bonds or both.

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

J. Record Keeping Requirements:

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

K. Reporting Requirement:

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

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

- a. The first failure to report violation will result in a warning letter;
- b. The second failure to report violation will require Contractor to pay liquidated damages to the City not to exceed \$25.00 for each week past due;
- c. For the third failure to report violation will require Contractor to pay liquidated damages to the City not to exceed \$50.00 for each week past due; and
- d. For the fourth failure to report violation will require Contractor to pay liquidated damages to the City not to exceed \$75.00 for each week past due.

1. Payment of Liquidated Damages. All liquidated damages will be deducted by the City's next payment schedule. In the case there is no future payment(s), the Contractor will make the liquidated damage payment to the City within thirty (30) days written notice of the violation.

2. Notice. For any failure to report a violation specified in this section with associated liquidated damages, the City will provide written notice, including liquidated damages due and payable to the City.

L. Applicability of Provisions to MBE/WBE Contractors:

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

6. **RIGHT TO AUDIT CLAUSE**

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

7. **LIVING WAGE**

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

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

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

the payment of liquidated damages, as provided in the Ordinance and Regulations.

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

8. **CIVIL RIGHTS GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

12. SEISMIC SAFETY

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

13. DISTRACTED DRIVING

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

14. CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, Executive Orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. Sec. 740-7671q) and the Federal Water Pollution Act as amended (33 U.S.C. Sec. 1251-1387). The Contractor 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.

15. NOTICE PROVISION

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

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

With a copy to:

Ron Stella
St. Louis Airport Authority
P.O. Box 10212
St. Louis, MO 63145

And a copy to:

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

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

Thomas Green
Midwest Landscape, LLC
11700 Missouri Bottom Road
Hazelwood, Missouri 63042-2438

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

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

**APPENDIX "C"
RATES FOR SNOW REMOVAL SERVICES**

YEARS 1 - 3

Subject to the Provisions of this Agreement, an hourly rate will be paid for each piece of equipment the Contractor places in service to perform the work as directed by the Airport Representative (See Appendix A, Section 2).

Airport Required Equipment Type/Size	Rate per Hour Per Unit
Truck with minimum 2.1 cu.yd. spreader and 8 ft. plow	\$120.00
Truck with minimum 8 cu.yd. spreader and 10 ft. plow	\$185.00
Front End Loader with minimum 4.2 cu.yd. bucket	\$200.00
Skid Steer Loader/Snow Bucket and/or 8 ft. plow	\$125.00
12 ft. Ramp Pusher Plow	\$135.00
16 ft. Ramp Pusher Plow	\$160.00
24 ft. Ramp Pusher Plow	\$275.00
28 ft. Ramp Pusher Plow	\$300.00
Tandem Dump truck with 12 cu.yd. capacity	\$125.00
Supervisor	\$100.00
Mechanic	\$100.00
Mobilization Fee	\$383,750.00

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

MIDWEST LANDSCAPE, LLC

ATTEST:

BY: 7/27/17 7-31-17
Date

BY: [Signature] 7/31/17
Date

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

The foregoing Agreement was approved on this 2nd day of August, 2017,
by the Airport Commission.

BY: [Signature] 8/2/17
Director of Airports Date

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its
meeting on August 14, 2017.

BY: [Signature] 08/14/2017
Secretary Date
Board of Estimate & Apportionment

COMPTROLLER'S OFFICE
DOCUMENT # 72095

APPROVED AS TO FORM BY:

COUNTERSIGNED BY:

BY: [Signature] 8-3-17
City Counselor Date

[Signature] 8/24/17
Comptroller Date

ATTESTED TO BY:

[Signature] 9-14-17
Register Date

Exhibit A

**Affidavit
(Missouri Unauthorized Aliens Law)**

Confidential
garvinm@stlouis-mo.gov
2020-01-15 17:56:06 +0000

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

AFFIDAVIT

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

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

I am the Owner (Position/Title) of Midwest Landscape, LLC. (Contractor).


I have the legal authority to make the following assertions:

1. Midwest Landscape, LLC. (Contractor) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with Snow Removal Services at St. Louis Lambert International Airport (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, Midwest Landscape, LLC. (Contractor) 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 14th day of July, 2017



Notary Public

My Commission Expires:

July 22, 2019

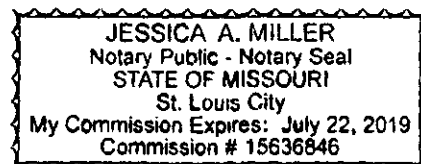


Exhibit B

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

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

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.

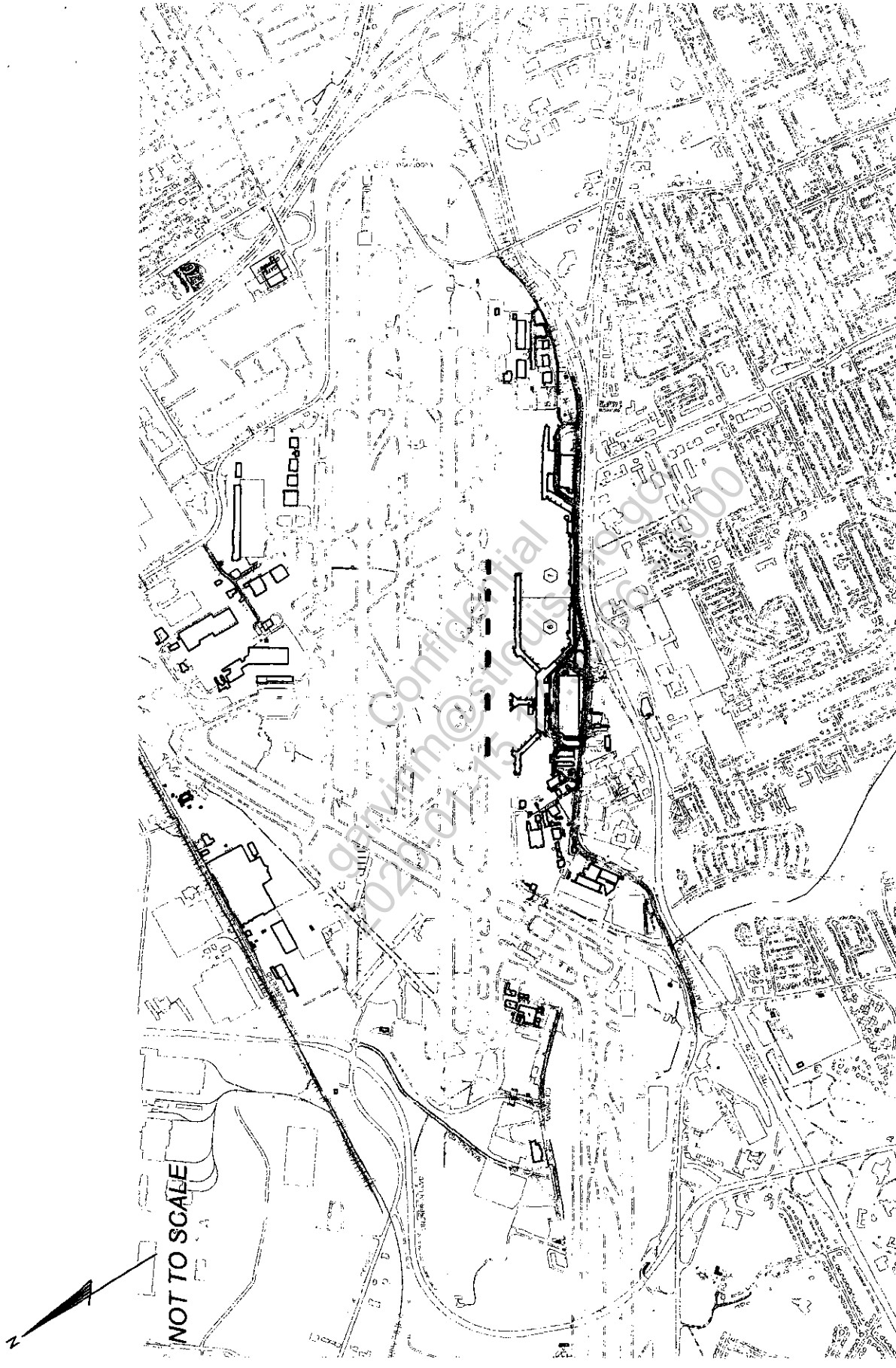
The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <https://www.stlouis-mo.gov/government/city-laws/ordinances/ordinance.cfm?ord=65597> or obtained from:

City Compliance Official
c/o St. Louis Airport Authority
St. Louis, Missouri
(314) 426-8106
Livingwage@flystl.com

Exhibit C

Maps

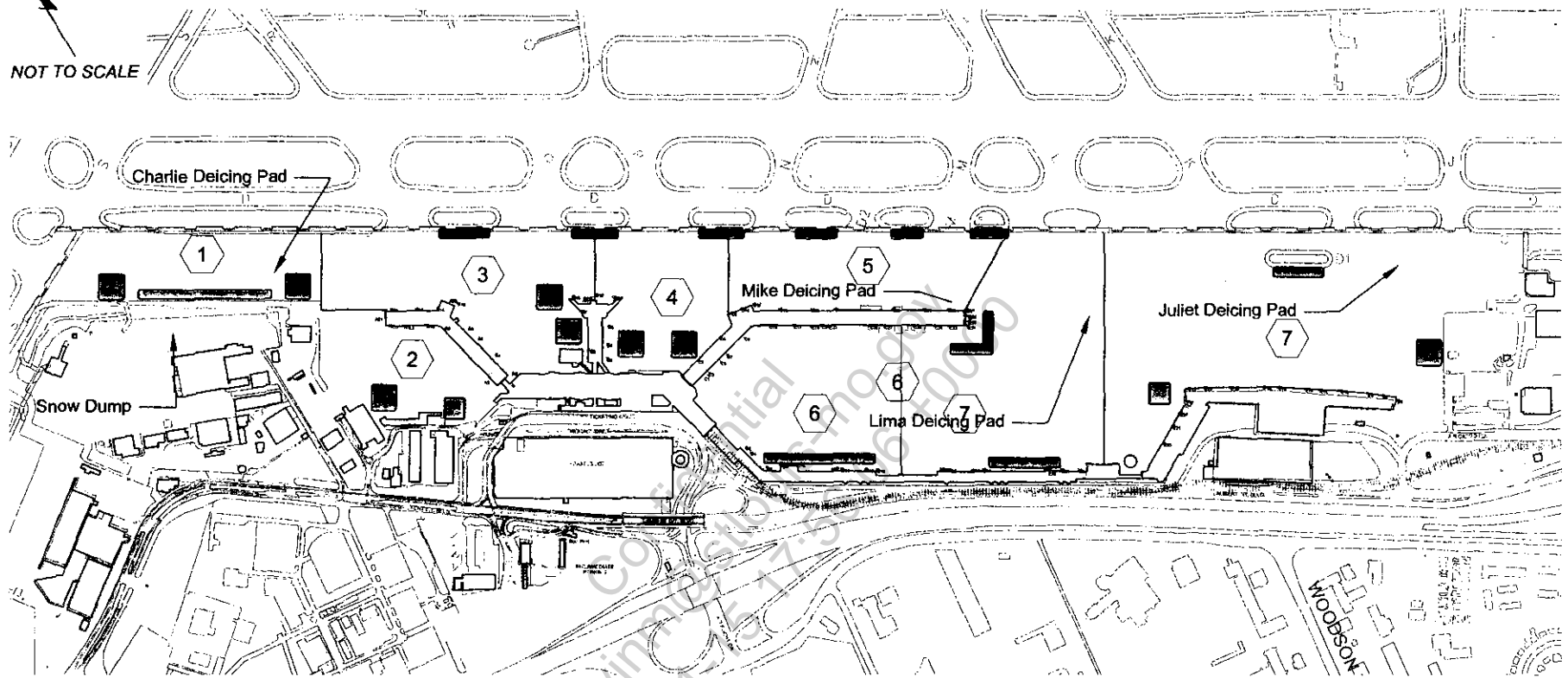
Confidential
garvinm@stlouis-mo.gov
2020-01-15 17:56:06 +0000



SNOW CONTRACTOR RESPONSIBILITIES		PROJECT NO.: 1011
LAMBERT - ST. LOUIS INTERNATIONAL AIRPORT ® CITY OF ST. LOUIS AIRPORT AUTHORITY / PO BOX 10212 ST. LOUIS, MO. 63044 (314) 501-5003		/
DATE: 4/21/2017		

APPENDIX 4

NOT TO SCALE



1 AREA NUMBER

ALTERNATE PILE LOCATION
CONTINUOUS HAULING AT ALL TIMES
MAXIMUM PILE DIMENSIONS ARE 6 FT HEIGHT
AND 20 FT DIAMETER.

PRIMARY PILE LOCATION
CONTINUOUS HAULING ONCE PILE
REACHES A 6 FT HEIGHT OR 50 FT DIAMETER.

MOVEMENT
NON-MOVEMENT BOUNDARY

PLOWING ZONE

STL

ST. LOUIS
LAMBERT
INTERNATIONAL
AIRPORT

DATE: 4/21/2017

SNOW CONTRACTOR RESPONSIBILITIES

LAMBERT - ST. LOUIS INTERNATIONAL AIRPORT ®

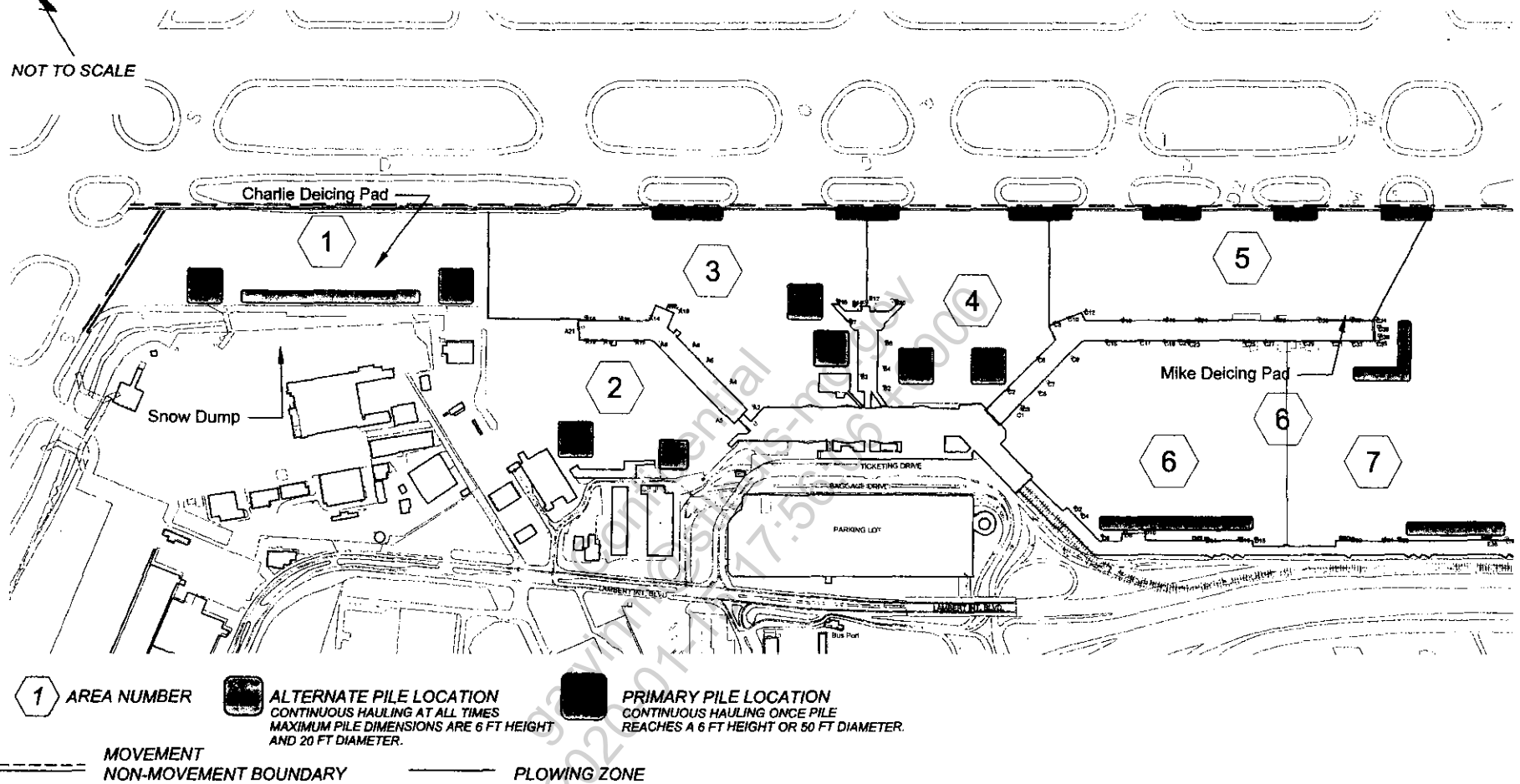
CITY OF ST. LOUIS AIRPORT AUTHORITY / PO BOX 10212
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PROJECT NO.:
1011

1A

APPENDIX 4

NOT TO SCALE



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SNOW CONTRACTOR RESPONSIBILITIES

LAMBERT - ST. LOUIS INTERNATIONAL AIRPORT ®

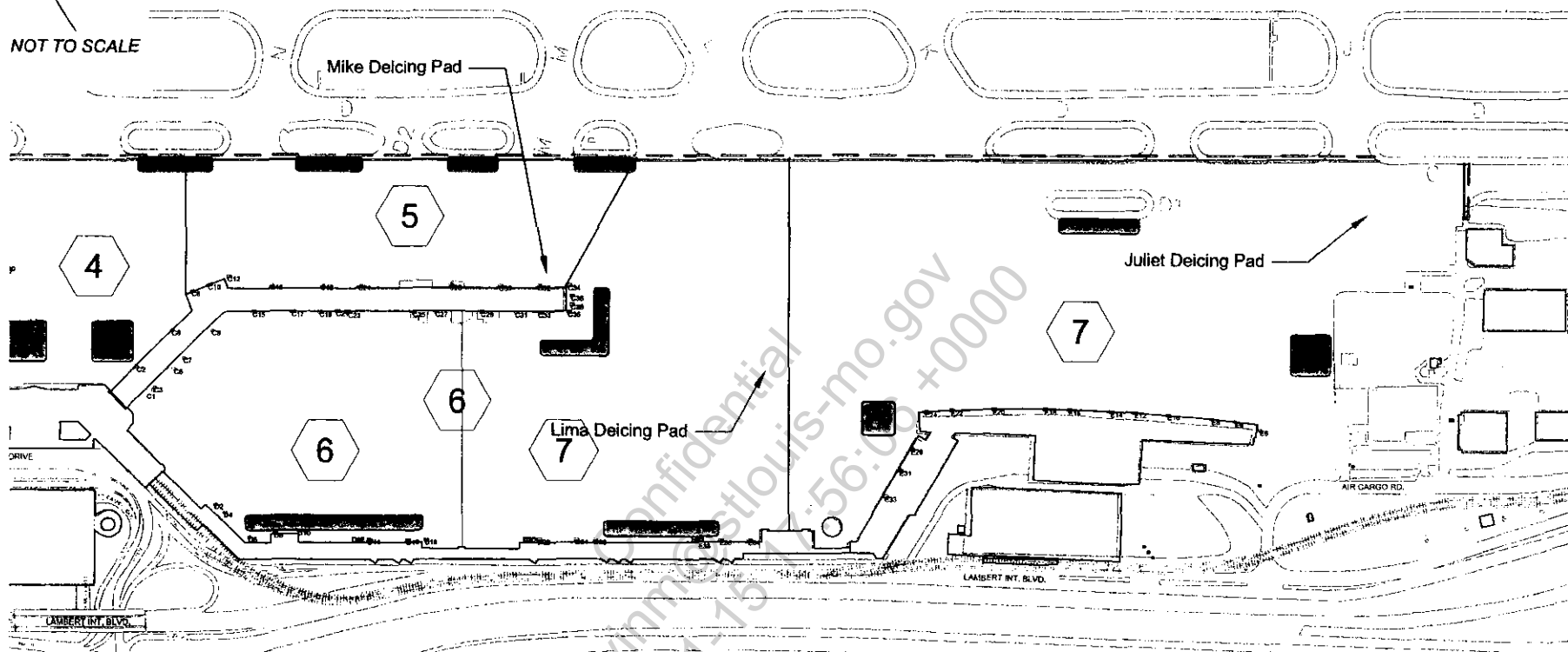
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1B

APPENDIX 4

NOT TO SCALE



DATE: 4/21/2017

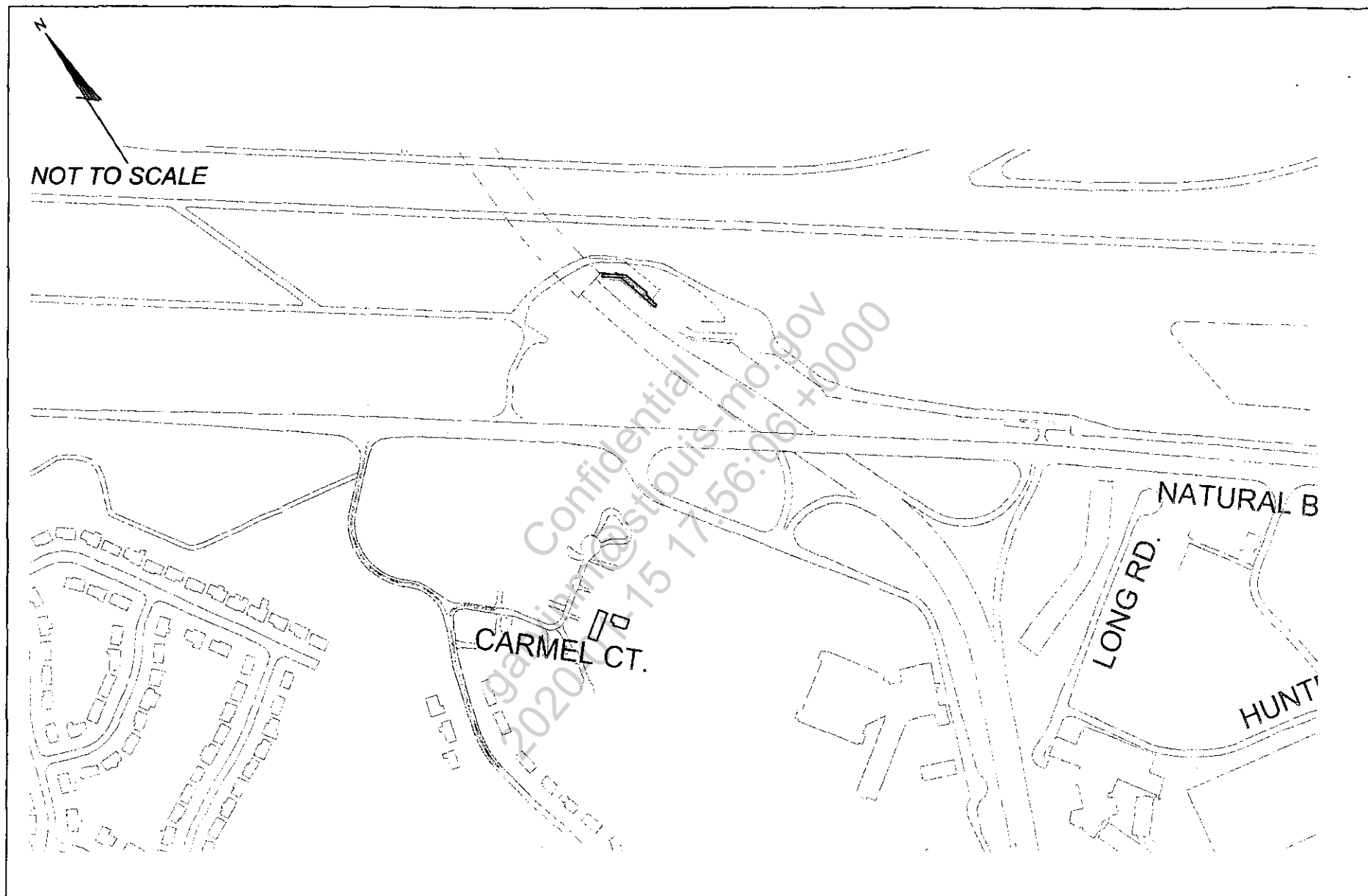
SNOW CONTRACTOR RESPONSIBILITIES


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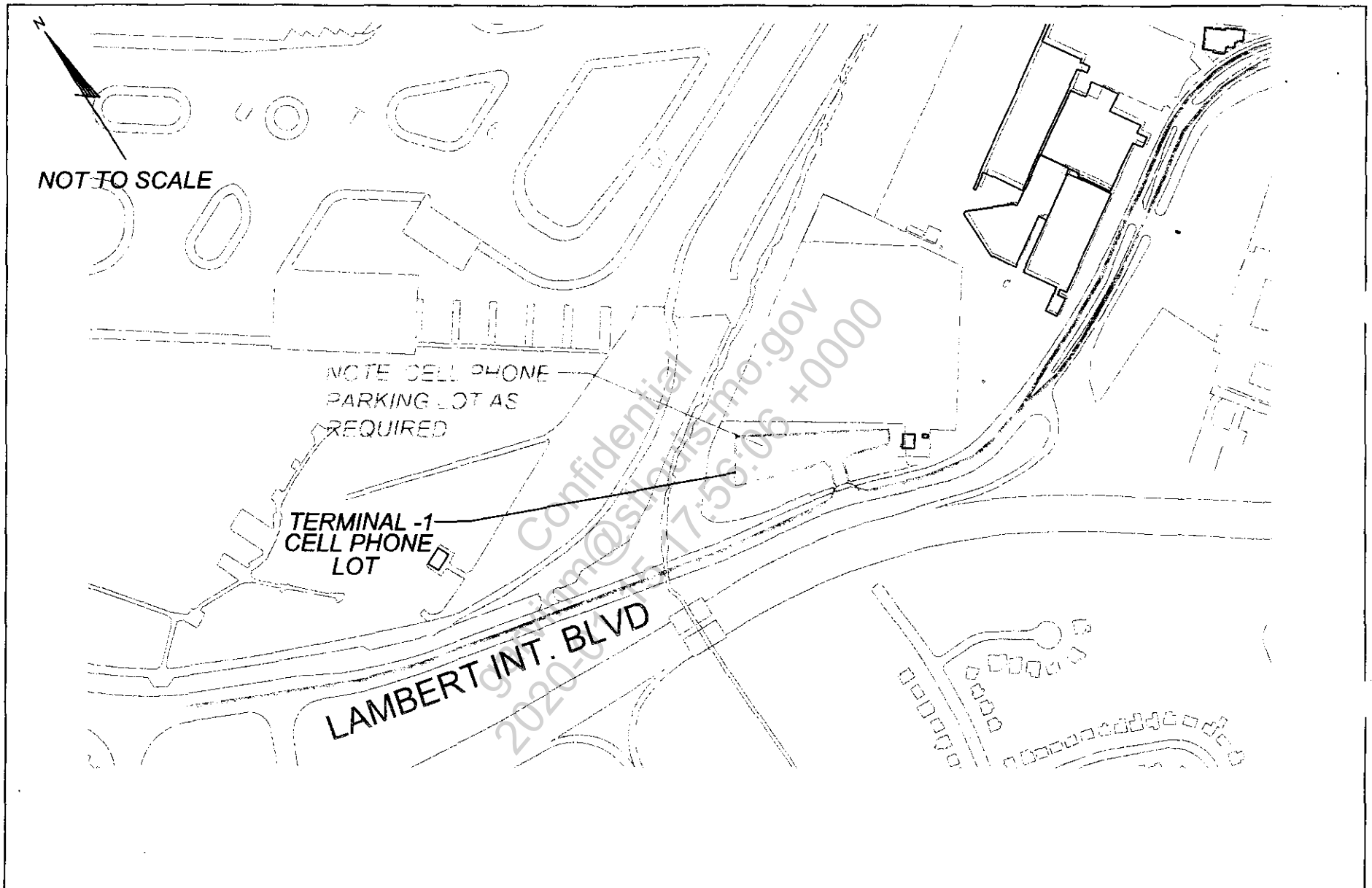
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1C



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	DATE: 4/21/2017	



SNOW CONTRACTOR RESPONSIBILITIES

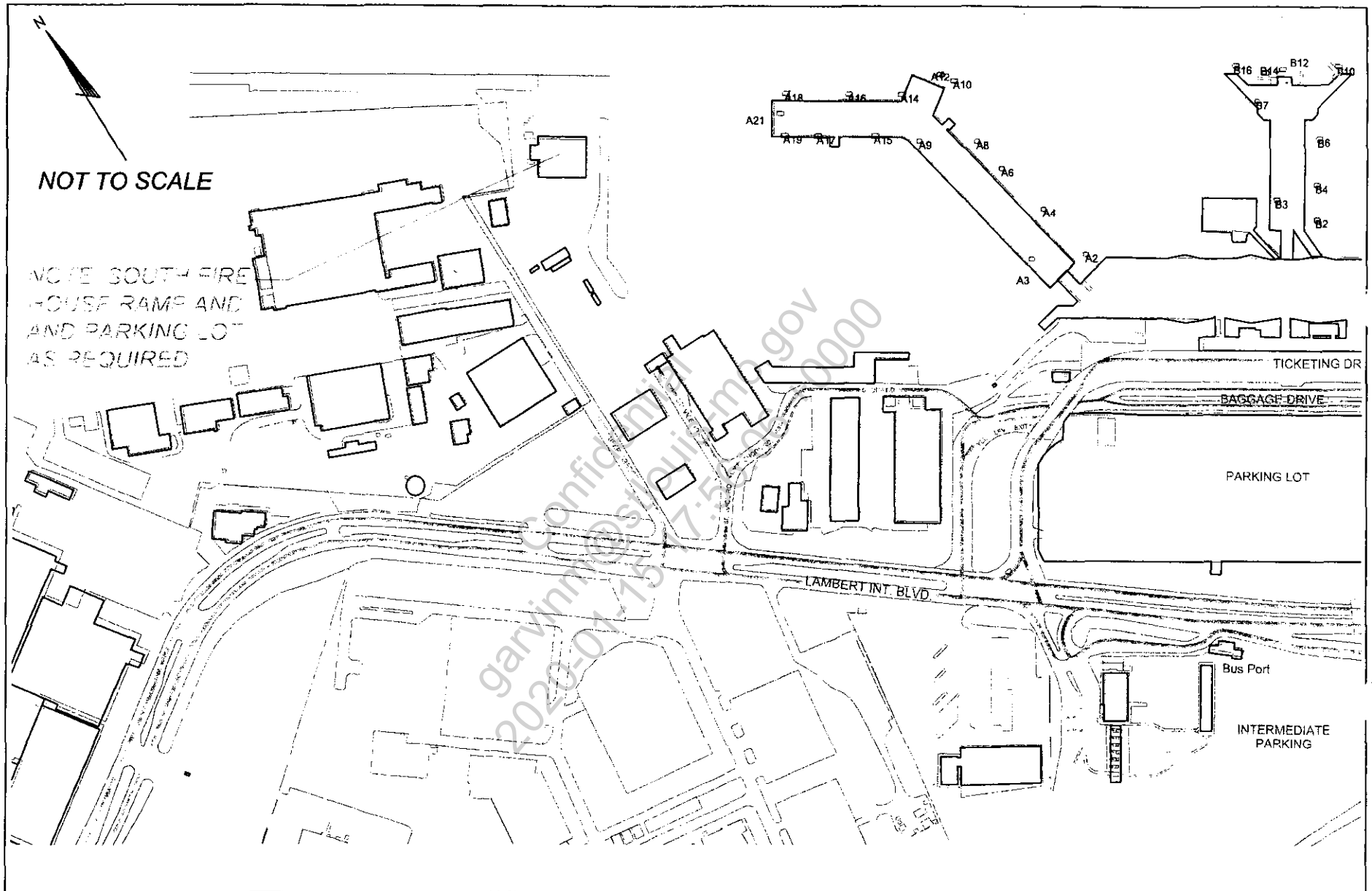
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PROJECT NO.:
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SNOW CONTRACTOR RESPONSIBILITIES

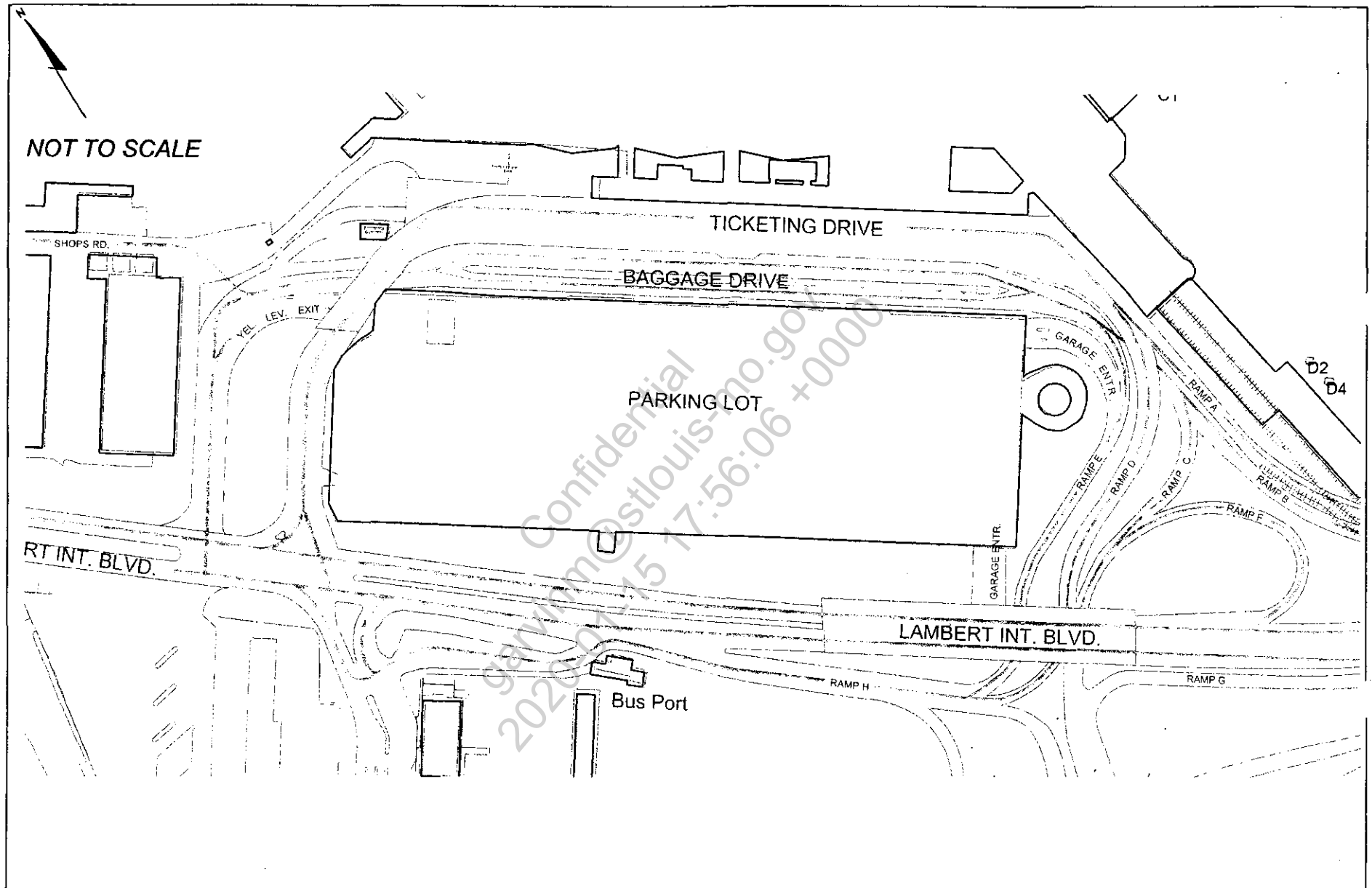
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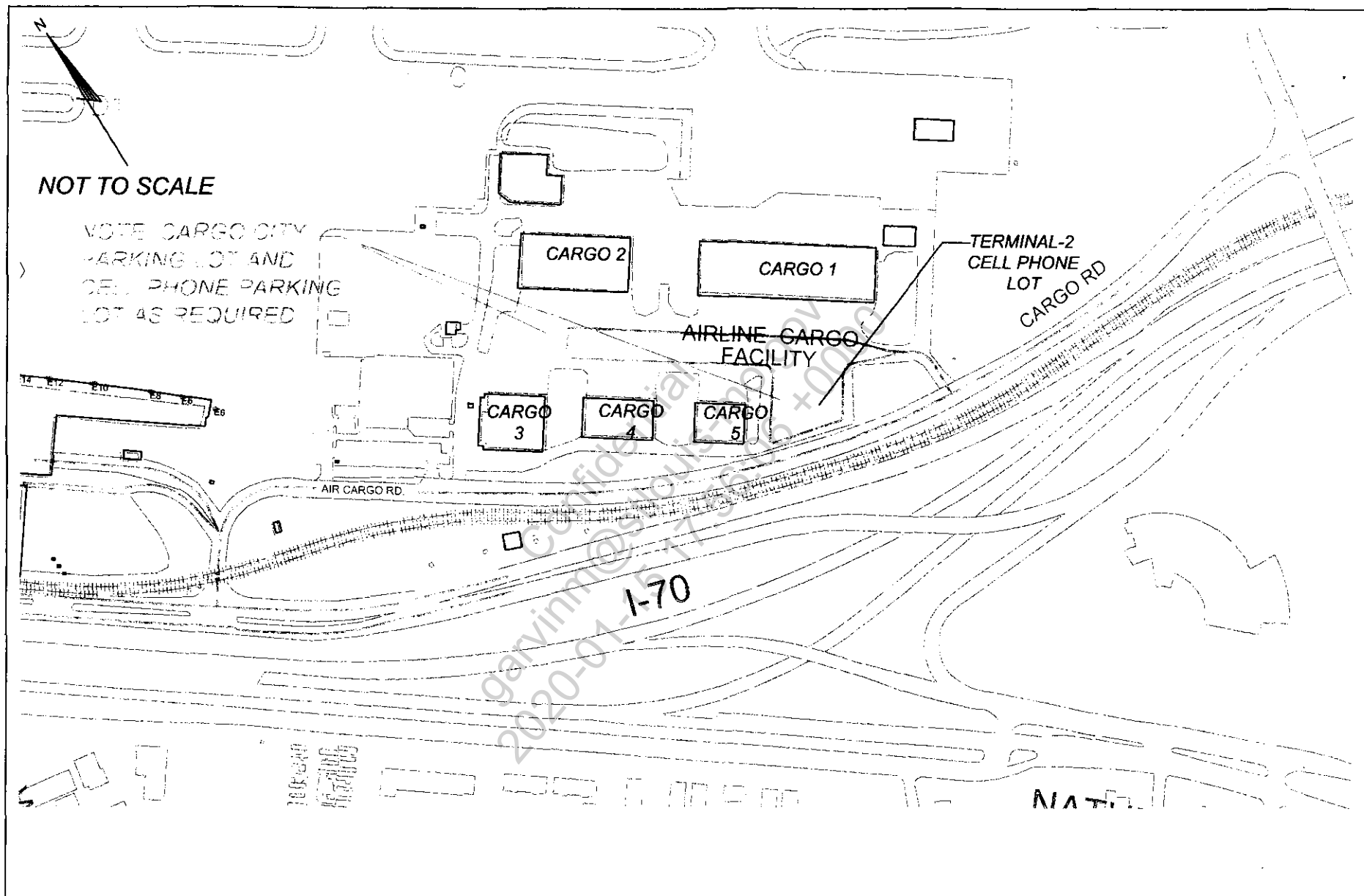
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IV



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SNOW CONTRACTOR RESPONSIBILITIES

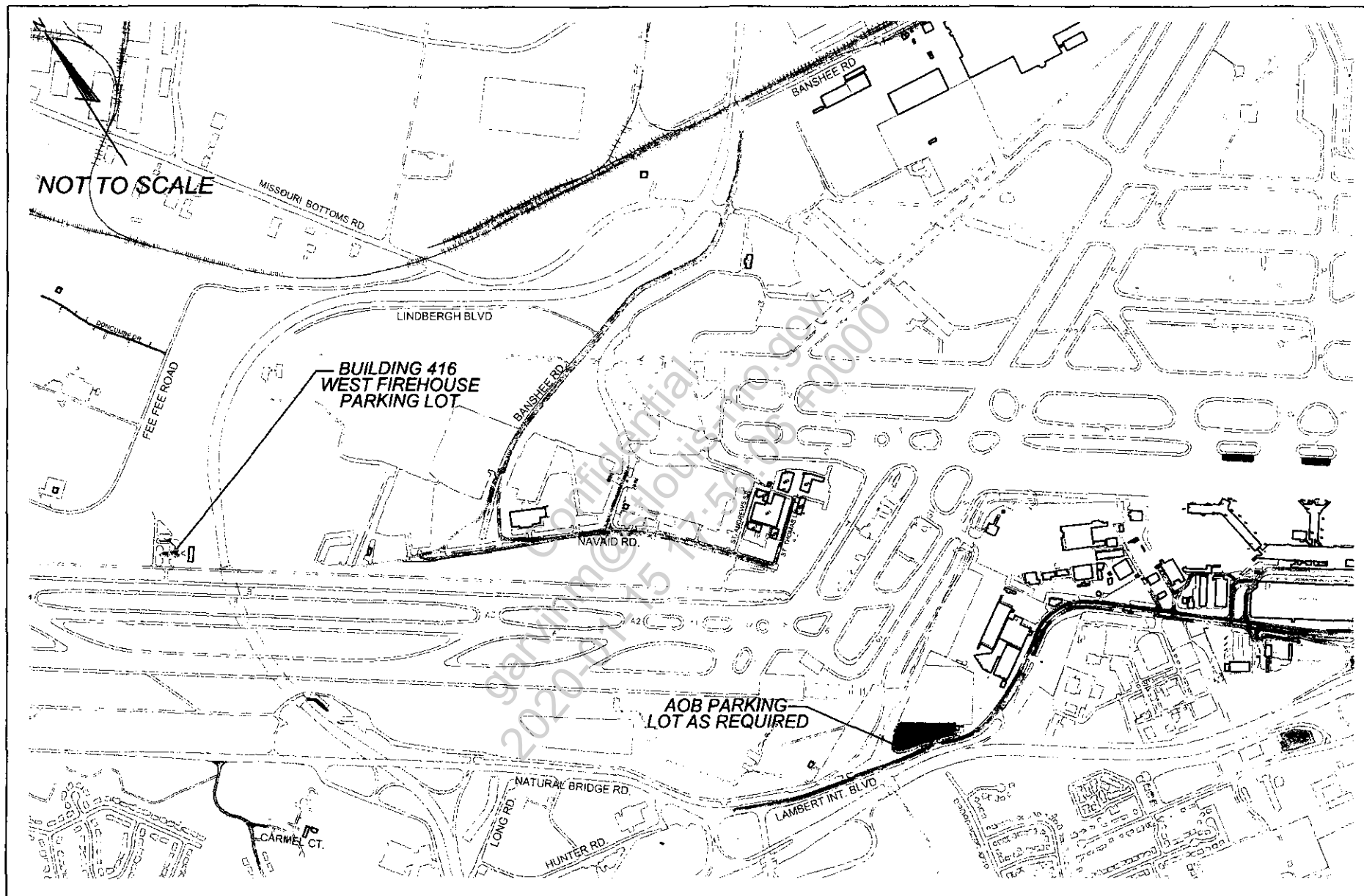
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SNOW CONTRACTOR RESPONSIBILITIES OVERVIEW

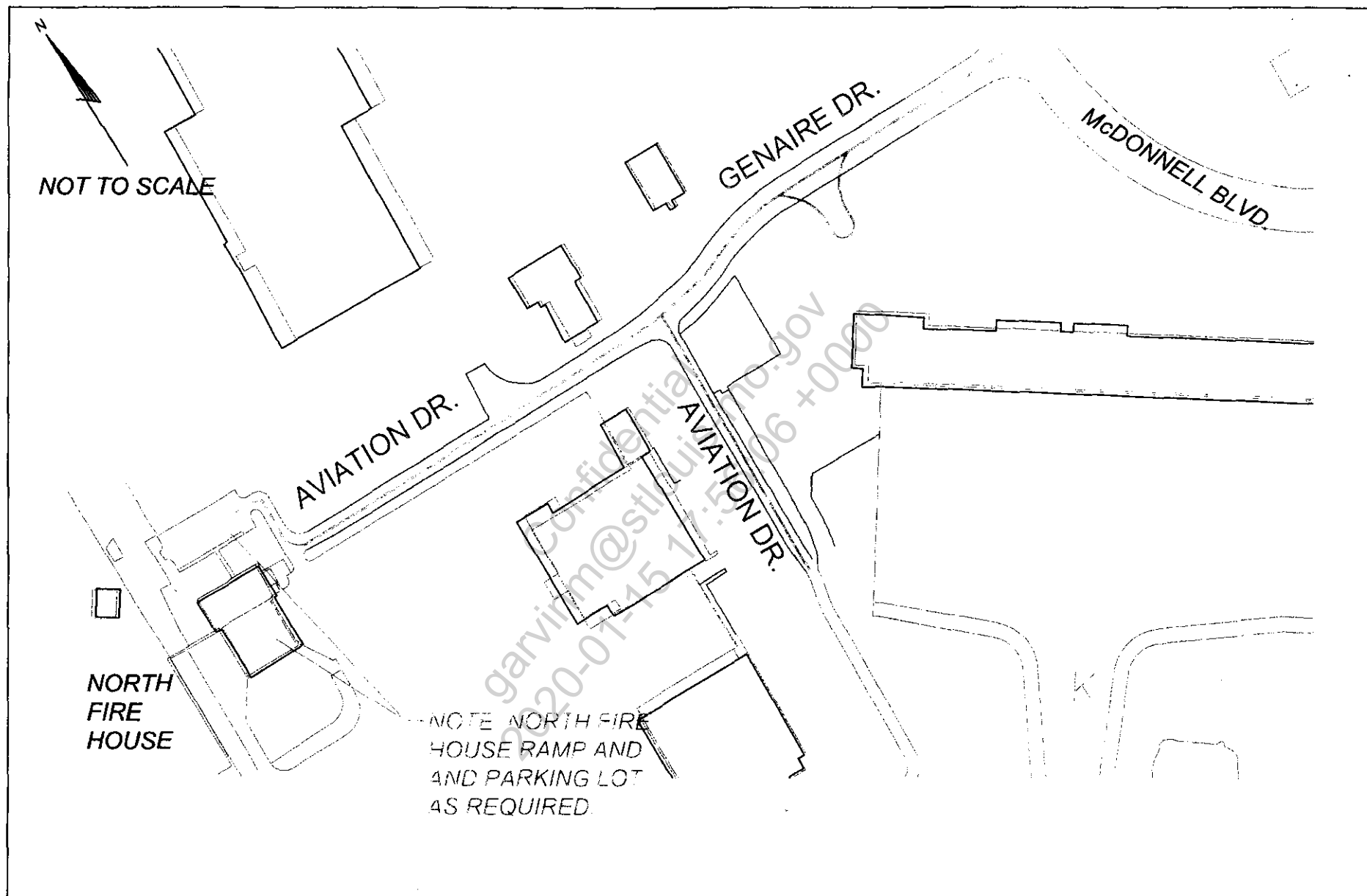
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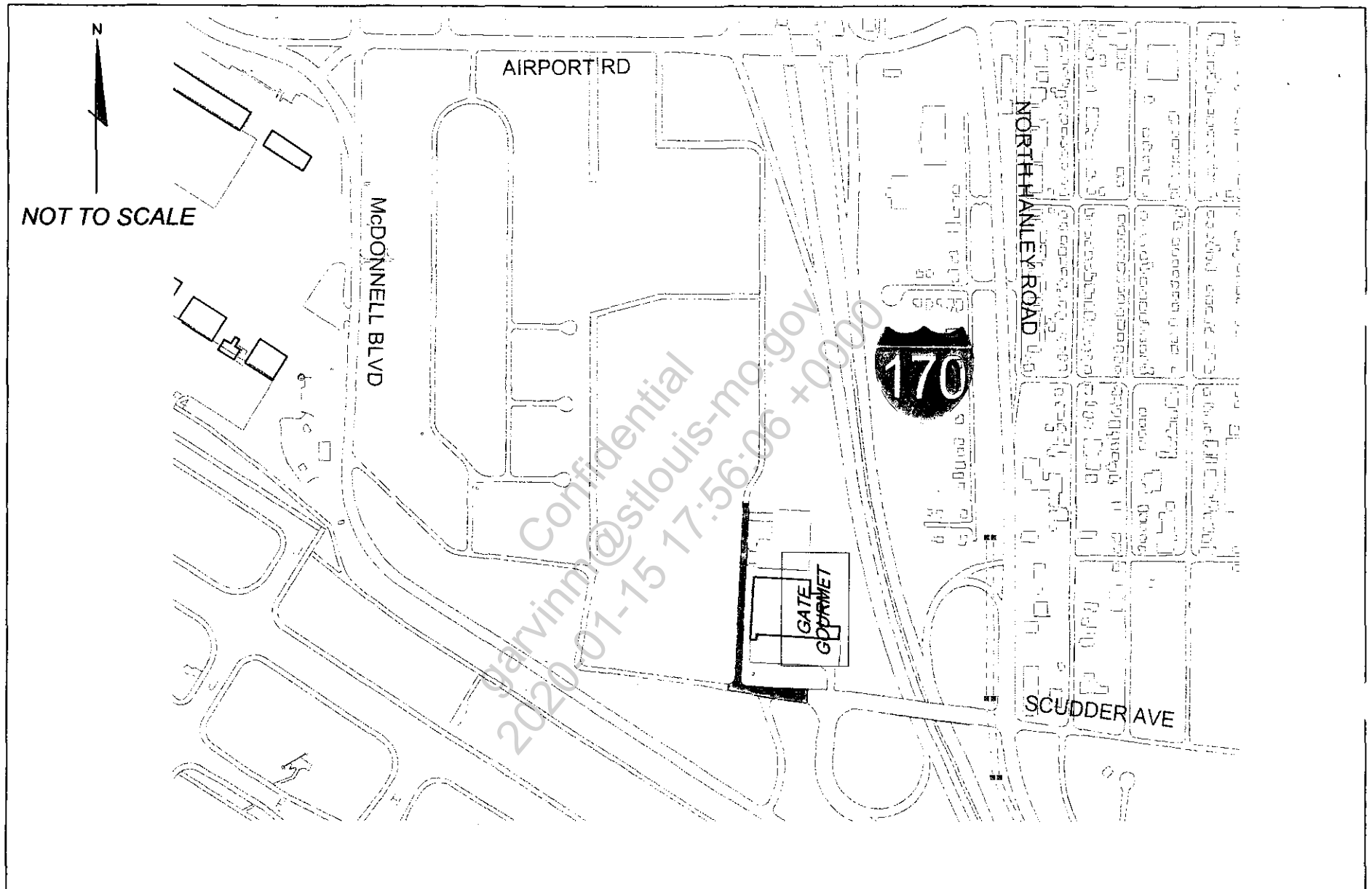
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VIII

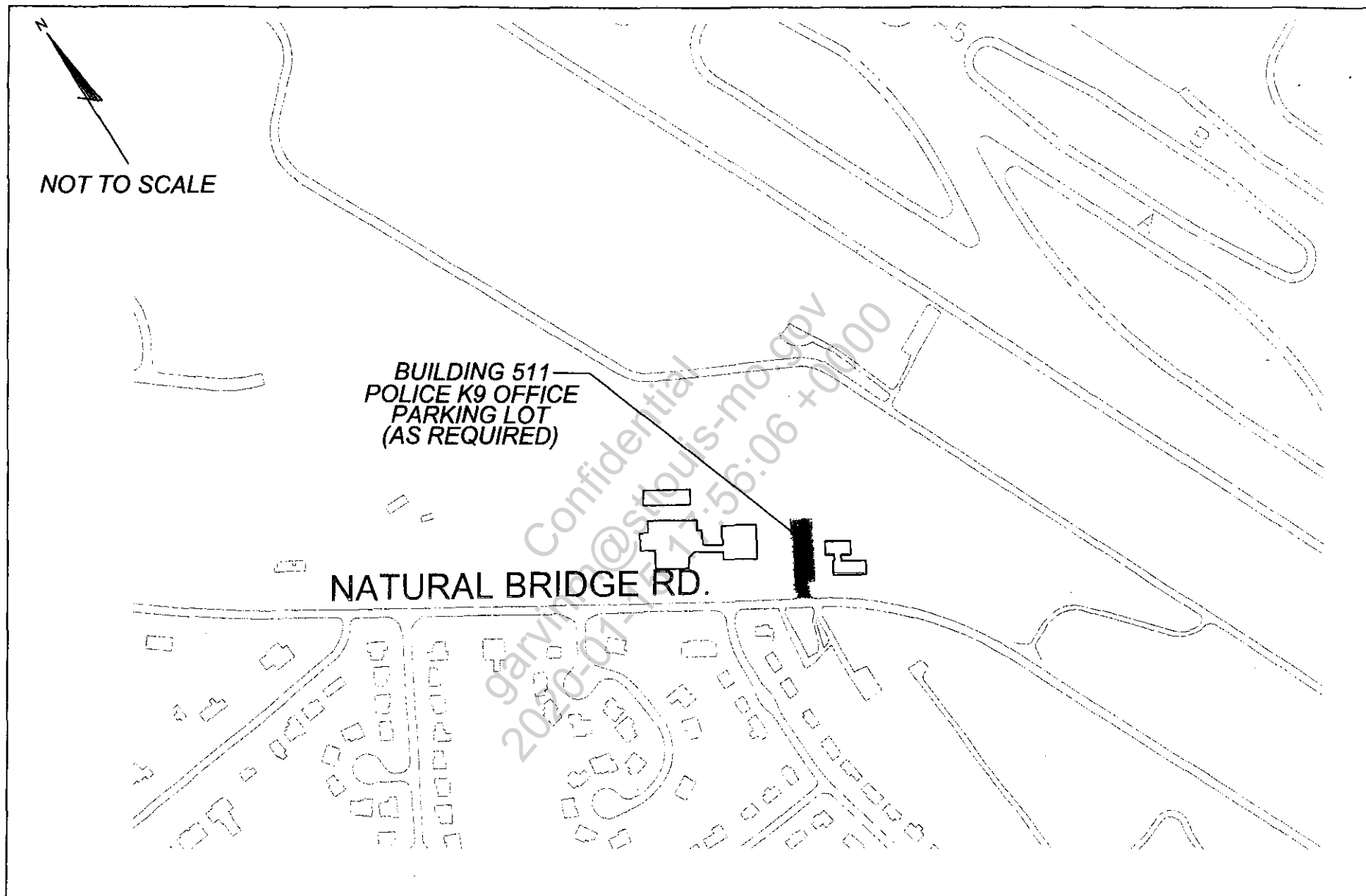


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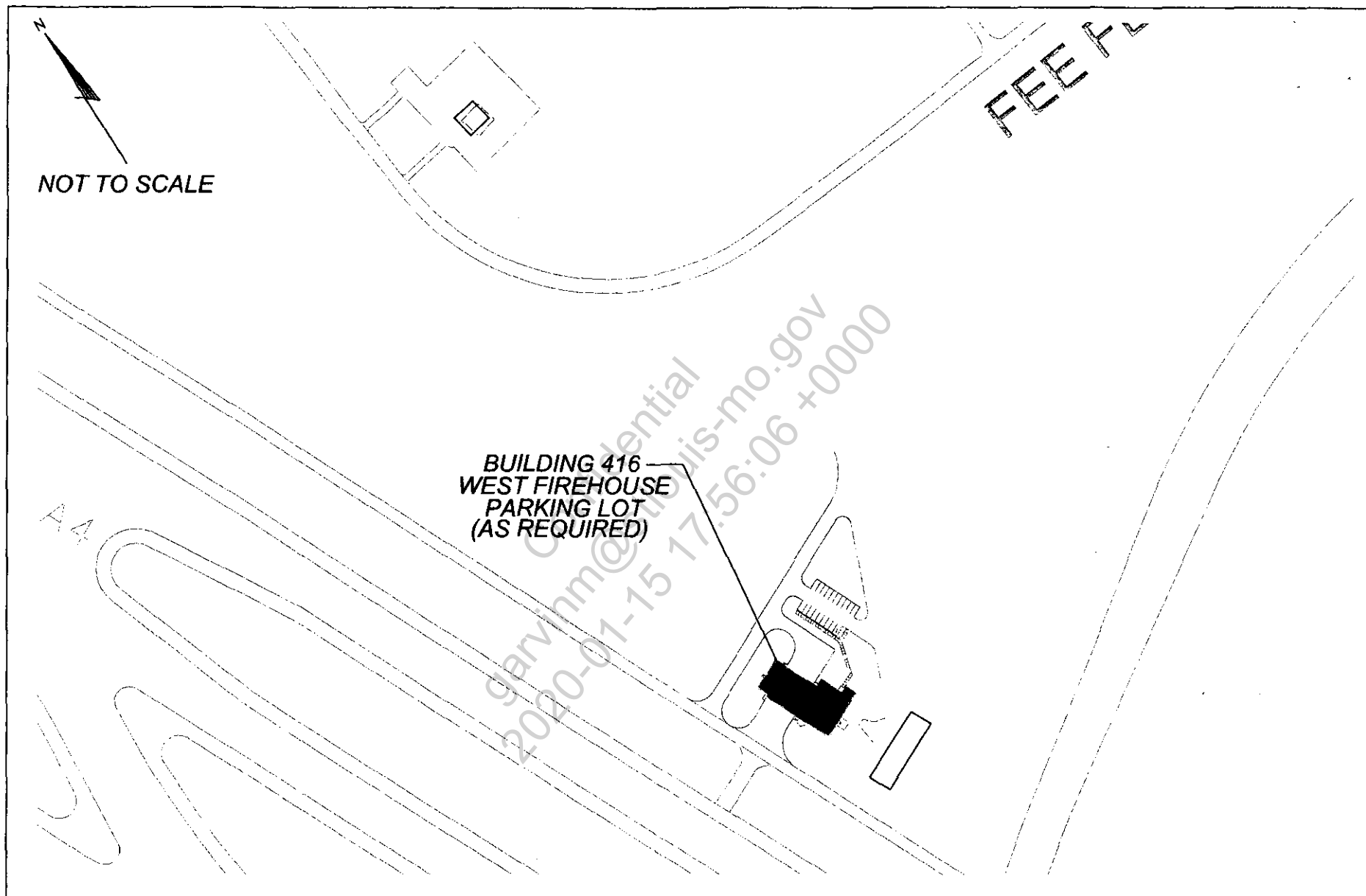
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SNOW CONTRACTOR RESPONSIBILITIES OVERVIEW

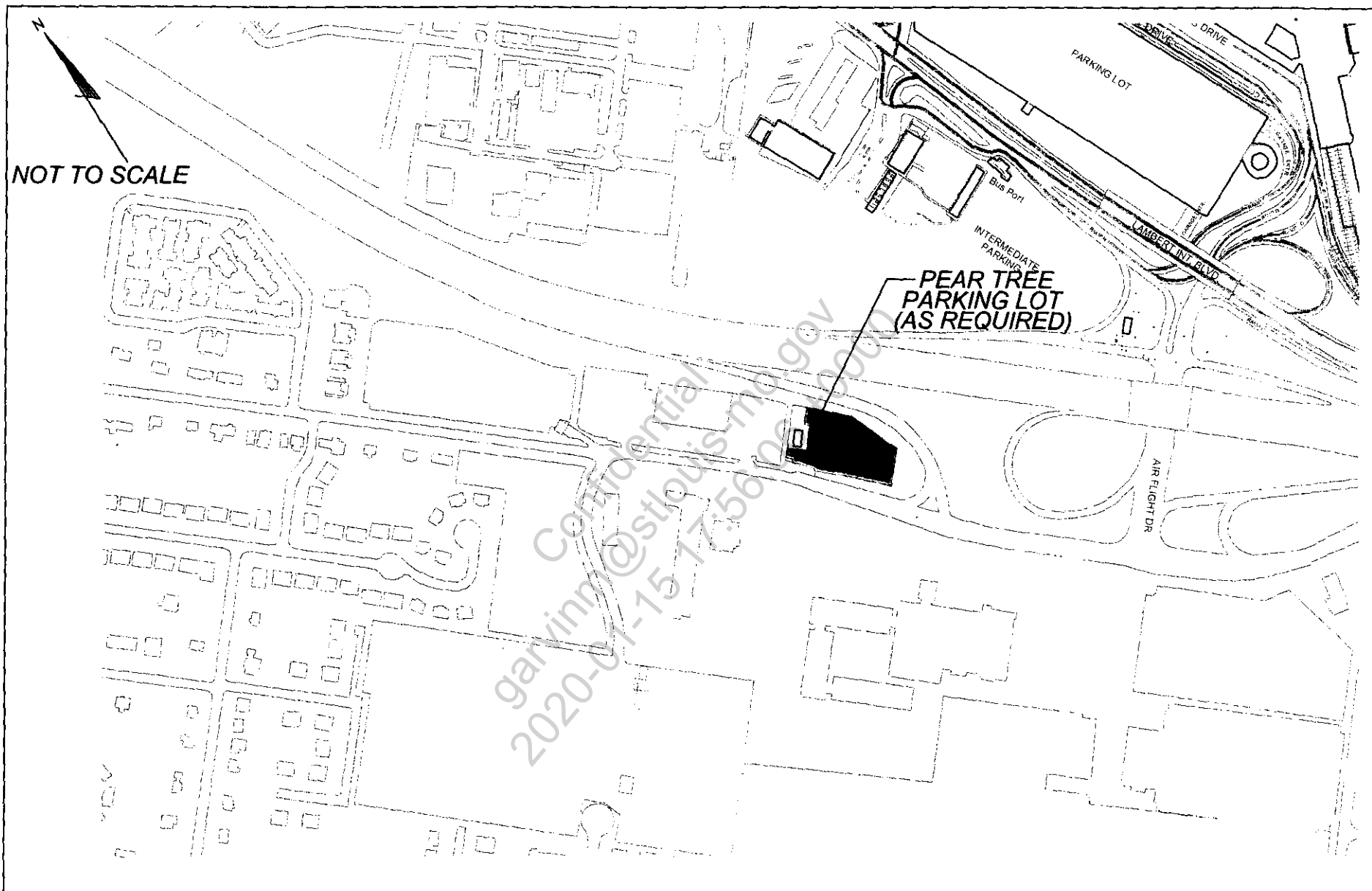
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SNOW CONTRACTOR RESPONSIBILITIES OVERVIEW

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