



**CITY OF ST. LOUIS**  
**SERVICE AGREEMENT FOR**  
**ELECTRONIC SYSTEMS SERVICES**  
**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT™**

**CONTRACT NO.: 72677**

**CONTRACT NOT-TO-EXCEED AMOUNT: \$4,319,749.00**

**CONTRACTOR:** Tech Electronics, Inc.  
6437 Manchester Avenue  
St. Louis, Missouri 63139

**FEDERAL I.D. #43 - 0790955**

**ESTIMATED ANNUAL ENCUMBRANCES:**

<b>FY 2018</b>	<b>\$ 426,735.00</b>
<b>FY 2019</b>	<b>\$1,450,585.00</b>
<b>FY 2020</b>	<b>\$1,424,945.00</b>
<b>FY 2021</b>	<b>\$1,017,484.00</b>

<b>CONTRACT AUTHORIZED BY:</b>	<b>ORDINANCE NO. 70540</b>
	<b>BUDGET ACCOUNT: 5638</b>

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

**CITY OF ST. LOUIS**  
**SERVICE AGREEMENT FOR**  
**ELECTRONIC SYSTEMS SERVICES**  
**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT**

This Agreement, made and entered into this 15<sup>th</sup> day of March, 2018 ("**Agreement**"), by and between the City of St. Louis, a municipal corporation of the State of Missouri (the "**City**") and Tech Electronics, Inc. ("**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 Electronic Systems 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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**CITY OF ST. LOUIS**  
**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT**

**APPENDIX "A"**

**TECHNICAL SPECIFICATIONS**  
**(ELECTRONIC SYSTEMS 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 Tech Electronics, Inc.
- B. **"Airport"** means the property owned by The City at St. Louis Lambert International Airport.
- C. **"Airport Representative"** means the Airport Construction & Maintenance Manager or his/her authorized or designated representative.
- D. **"City"** means The City of St. Louis, owner and operator of St. Louis Lambert International Airport.
- E. **"Commencement Date"** means the date the term of this Agreement begins which is March 17, 2018 as provided for in Appendix A, Section 4.
- F. **"Contractor"** means Tech Electronics, Inc.
- G. **"days"** means consecutive calendar days unless otherwise expressly stated.
- H. **"Director"** means the Director of Airports of The City of St. Louis or his/her authorized representatives or designated representative.
- I. **"Expiration Date"** means the date the term of this Agreement ends which is on March 16, 2021 as provided for in Appendix A, Section 4.
- 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 3 entitled "Extra Work."
- K. **"Holiday"** means New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

- L. **"Normal Hours Rate 1"** means those hours worked between the hours of 7:00 a.m. to 4:30 p.m. Central Time Zone, Monday through Friday, except Holidays.
- M. **"Outside Normal Hours Rate 2"** means 4:30 p.m. to 10:00 p.m. Central Time Zone, Monday through Friday, except Holidays, and 8:00a.m. to 4:30 p.m. on Saturday.
- N. **"Outside Normal Hours Rate 3"** means 10:00 p.m. to 7:00 a.m. Central Time Zone, Monday through Friday, 4:30 p.m. to 8:00 a.m. on Saturdays, and all hours on Sundays and Holidays.
- O. **"Provision"** means the terms, covenants, conditions, warranties, or provisions of this Agreement.
- P. **"Scheduled Service"** means the Airport Representative has notified the Contractor to perform services prior to the end of the previous Normal Hour Rate 1 workday. Scheduled Service will be charged at the Normal Hours Rate 1.
- Q. **"Solicitation For Bid"** or **"SFB"** means this request for bids.
- R. **"Successful Bidder"** means a responsive and qualified Bidder submitting the lowest and best bid in accordance with the Provisions of this SFB.
- S. **"Unscheduled Service"** means the Airport Representative has not notified the Contractor to perform services prior to the end of the previous Normal Hour Rate 1 workday. Unscheduled Services will be charged at the Outside Normal Hours Rate 2.
- T. **"Vandalism"** means as defined in Appendix A, Section 5.I(3).
- U. **"\*\*"** means maximum man-hours that can be billed per device for Preventative Maintenance Testing. (See Exhibit E, entitled "Preventative Maintenance & Inspection Schedule").
- V. **"\*\*\*"** means maximum man-hours that can be billed per system for Preventative Maintenance Testing. (See Exhibit E, entitled "Preventative Maintenance & Inspection Schedule").

## **2. SCOPE OF WORK**

The Contractor, subject to and in accordance with the Provisions of this Agreement agrees to provide the following services. Contractor will coordinate the services performed under this Agreement with the Airport Representative including the Contractor's work schedule which must be approved in writing by the Airport Representative (See Appendix A, Section 5.J).

A. Service

The Contractor will furnish the supervision, labor, tools, equipment, supplies, parts, and materials necessary to make modifications, additions, perform preventative maintenance, inspect, test, and repair the “**Electronic Systems**” (more fully described in Appendix A, Section 2.G below) for the City at the Airport. The Contractor will provide additional emergency repair and testing services as required to keep the Electronic Systems operating in a safe and efficient manner.

B. Preventative Maintenance/Inspections/Tests

1. The Contractor will comply with preventative maintenance, inspections and testing and schedules outlined in the attached **Exhibit C** entitled “**Preventative Maintenance & Inspection Schedule**” and **Exhibit D** entitled, “**MUFIDS System**” which are attached hereto and incorporated herein, along with manufacturer recommended maintenance for new Electronic Systems that are not specified in this Agreement.
2. The Contractor will invoice the City only for actual labor, parts and materials required to perform preventative maintenance, inspections, and testing of the Electronic Systems. All work performed under this section will be “**Scheduled Service**”.

C. Repairs/Emergency Services

1. The Contractor will respond to the service location within two hours of receiving notification from the Airport Representative. The Contractor will provide Emergency Repair Services twenty-four (24) hours-a-day, seven (7) days-a-week, to include weekends and Holidays.
2. The Contractor will invoice the City only for the actual labor, parts and materials required to complete the emergency repair along with the “**Travel Service Charge for Unscheduled Service Trip**” at the rates set out in Appendix C. All work performed under this section will be “**Unscheduled Service**”. Unscheduled Services will be charged at the Outside Normal Hours Rate 2 as provided for in Appendix C.

D. Software Upgrades and Support

1. The Contractor will provide software and the on-going support required to upgrade the Electronics Systems as required by the manufacturer including, but not limited to, all the custom software integration of the following systems:

- a. Lenel Access Control System
  - b. DVTel Closed Circuit TV Systems
  - c. Enterprise Air
  - d. Intellisoft Airport Ice
  - e. Intellisoft NO-FLY-ICE
  - f. Intellisoft Notify ICE
2. Contractor's Certified Technician shall complete Software Integration, Testing & Upgrade Implementation (all three at once) for 1) Lenel (Access Control) 2) DVTel/ FLIR (Video Surveillance) 3) Intellisoft (Airport ICE) in Year 1, or when directed by the Airport Representative.
  3. The contractor **may** be required to purchase, on behalf of the Airport Servers (equal or greater than the specifications in Exhibit E) to accommodate the proposed upgrades above.

E. Other Services

The Contractor will provide, repair, and maintain the following services:

1. Wired Music Service
2. Central Monitor Alarm Service
3. Security Cameras. On a monthly basis the Contractor shall meet with a representative of the Airport Police Department Security Operations in the Security Monitoring Room to discuss any problems pertaining to the security cameras. The Contractor shall clean, inspect, and adjust the cameras as needed, at the request of the Airport Police Department Security Operations Representative.
4. Lindbergh Tunnel Systems. These maintenance items include the Carbon Monoxide Detection System, Ground Water Sensors, Linear Heat Detection System, Radio Antenna System, Fire Alarm System, and the Stand Alone Camera and DVR system.
5. JoAnne Wayne Conference Room Sound System
6. Lindbergh Conference Room Sound System
7. Metrolink Platform and Elevator cameras



F. Service Areas

To include, but not limited to:

1. Terminals
2. Concourses
3. Fire Houses
4. Cargo Buildings
5. Maintenance Buildings
6. Support Facilities including, but not limited to, the Airport Office Building
7. Lindbergh Tunnel
8. Haith Facility
9. Saberliner
10. Electrical Vault 2 & Electrical Vault 3
11. Central Stores
12. Terminal 1 & Terminal 2 Parking Garages
13. Building 42
14. K-9 Training Facility
15. Missouri Air National Guard

G. Electronic Systems

To include, but not limited to:

1. Fire Command Audio Evac System
2. Fire Command Computer System
3. Fire Alarm System
  - a. The Contractor shall test the Emergency Broadcast System monthly as

required by "NFPA-72 Chapter 10." The Contractor shall also provide a training seminar covering the entire Fire Alarm system to Airport employees one time during the life of this Agreement as designated by the Airport Representative in writing.

4. Baggage Information Audio System (BIAS)
5. AtlasIED Paging Sound Distribution System
6. DVTel Closed Circuit TV System to include monitors, recorders and software
7. Central Monitoring Service & Equipment
8. Baggage Area Local Sounds Systems
9. Public Address Distribution System
10. Lenel Security Access Control System and Software
11. Wired Music Service
12. Takex Infrared Beams
13. Wireless Link System for Access Control and Closed Circuit TV Systems
14. Cernium Exit Sentry System
15. Westinghouse Hold Up Alarm System
16. Multiple User Flight Information Display System ("MUFIDS"), as described in Exhibit D entitled "**MUFIDS System.**"
17. Records and Reports
  - a. The Contractor will keep and maintain files at the Airport in a form and as directed by the Airport Representative to include, but not limited to, equipment/product information, Electronic System Information, blue prints of Electronic System locations and zoning, permits, warranty information, preventative maintenance records and reports, testing reports, and history of repair. All such records and reports will remain at all times the property of the City. Any reports, information, records, specifications, blue prints, schedules, documents, data, etc., given to or prepared or assembled by the Contractor must not be made available or disclosed to any individual or organization by the Contractor, without the prior

written approval of the Director.

- b. The Contractor will prepare and maintain inspection and test reports of fire and life safety systems in a format acceptable to the Airport Representative.
- c. The Contractor, at its cost, is responsible for obtaining and maintaining any software service agreements, including, but not limited to the following: Security – Lenel Access Control, Intellisoft – AirportICE, NotifyICE, No-Fly-ICE, Enterprise Air Handheld Readers; MUFIDS – ComNet; Fire Alarms – Notifier; Audio Paging – AtlasIED; Video Management System – DVTel.

18. Parts

- a. The Contractor will supply all parts, components, and materials equal to or better than original equipment manufacturer's specifications and they must be free of defects in the materials and workmanship. All parts and components must be new, UL listed, and Factory Manual approved (if applicable). All parts and components must be compatible with existing systems at the Airport.
- b. The Contractor must receive approval in writing from the Airport Representative prior to replacing any part or component or supplying other than original equipment manufacturer parts or components. The Contractor shall supply parts and components not included in Appendix C at the manufacturer's suggested retail prices **less** the Contractor's percentage of 15 percent (15%) set out in Appendix C (**No markups allowed**).
- c. The City, without limitation, reserves the right to solicit bids and award contracts to other contractors for any modifications, additions, preventative maintenance, inspections, testing or repairs to the Electronic Systems at the Airport, to purchase parts and components, and the right to furnish parts or materials at its discretion.

19. Extra Services/Modifications

- a. Throughout the term of this Agreement the City shall determine which areas are to receive Electronic Systems Services contemplated herein from the Contractor. At the written request and discretion of the Director, additional Electronic Systems Services work or modifications or additions ("**Extras**") may be required. The fee or charge for Extras must be agreed upon

up front, in writing, on a case-by-case basis as provided in Appendix "A," Section 3, 5.L, & 8.A of this Agreement. For all work conducted under this Agreement, the amount paid to the Contractor must not exceed the Contract-Not-To-Exceed Amount (see Appendix A, Section 8.D).

H. Workmanship

1. All work under this Agreement will be performed by skilled personnel directly supervised by the Contractor. The Contractor shall follow lock-out procedures supplied by the Airport Representatives.
2. All work performed under this Agreement must be in accordance with the best practices of the trade and must comply with all applicable building codes as well as the current rules and regulations of the National Electrical Manufacturers Association, the National Electrical Code, and the National Fire Protection Association (NFPA) Codes. All work performed must be in accordance with applicable National Codes which include, but are not limited to NFPA 90A, 72, and International Building Codes (IBR).

I. Service Hours

1. The Contractor will provide services twenty-four (24) hours-a-day, seven (7) days-a-week, to include weekends and Holidays. The Contractor will respond to the service location within two hours of receiving verbal notification from the Airport Representative. The Contractor will notify the Airport Representative upon arrival and departure from the service location.
2. The majority of the services will be performed during Normal Hours. Some services will be required to be performed Outside Normal Hours. The Contractor shall coordinate all services with the Airport Representative.

J. Percentage of Work

Contractor must perform not less than forty percent (40%) of the work or service under this Agreement with its own employees.

3. **EXTRA WORK**

- A. At the written request and direction of the Director, additional Electronic Systems Services work or modifications, additions, or extras ("Extras") may be required. The fee or charge for Extras will be agreed upon up front in writing on a case by case basis as described in this Section and in Appendix A, Section 8.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 8.D).

- B. Any work not specified under this Agreement which may be fairly implied as included in this Agreement, of which the Director will be the sole and absolute judge, will be done by the Contractor without extra charge. The Contractor will do all Extras that may be requested or ordered in writing by the Director. No claim for Extras will be allowed in favor of the Contractor unless such Extras have been ordered in advance by written request of the Director. The Contractor will furnish the Director with itemized bills for all items included under this heading, and such bills may be verified or audited by the City. All bills for Extras done in any month, will be submitted to the Director, in writing, before the 15<sup>th</sup> day of the following month, and the amounts therein must be in accordance with the daily time, material, and equipment statements 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 8.A).

4. **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": March 17, 2018 "Expiration Date": March 16, 2021**

5. **ADMINISTRATIVE PROCEDURES**

- A. Before work under this Agreement commences, the Contractor will designate, by written notice to the Airport Representative, an experienced, competent and knowledgeable, full-time employee of the Contractor as the Contractor's **"Project Coordinator."** The Project Coordinator will be fully authorized to act for the Contractor in all matters covered by this Agreement. The Contractor will also furnish all supervisory personnel with copies of these specifications and will make certain that all such personnel understand the Provisions thereof.
- B. When necessary, or as requested by the Airport Representative, the Contractor will make periodic reports and recommendations to the Airport Representative

concerning conditions, transactions, situations or circumstances encountered by the Contractor relating to the services to be performed under this Agreement.

- C. The Contractor's performance under this Agreement must meet the highest standards of care, skill, and diligence provided by professionals who perform services similar to the services contemplated by this Agreement. All work will be executed in the most workmanlike, safe and substantial manner and everything will be furnished by Contractor that is necessary to complete and perfect the aforesaid work according to the design and intention, whether particularly specified or not which may be inferred from this Agreement and its specifications. Work which should properly be performed by skilled laborers, will not be attempted by common laborers.
- D. The Contractor will ensure that all equipment and temporary offices and trailers used on the job are conspicuously marked with both the name and 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 Electronic Systems Services performed by the Contractor or its officers, employees, contractors, representatives, or agents under this Agreement. (See Appendix B, Section 1 entitled "Insurance and Indemnification.")
- F. The Contractor will furnish, and have on the job at all times, sufficient equipment to properly and safely carry out the work under this Agreement including such tool or equipment as may be necessary to meet emergency requirements.
- G. The Contractor will furnish to the Airport Representative a listing of all Employees (including subcontractor's employees) performing services under this Agreement. (See also Appendix B, Section 3.) The Contractor will maintain and update this listing throughout the term of this Agreement. The Contractor will be present at the work site continuously during working hours throughout the progress of the work, either in person, or through his Project Coordinator or supervisory personnel to receive directions or furnish information. Any instructions or directions given to the Project Coordinator or supervisory personnel of the Contractor will be considered the same as given to the Contractor in person.
- H. Contractor, at its cost, will secure all applicable permits and licenses and approvals required or necessary to fulfill the Provisions of this Agreement.

- I. The Contractor will attend a pre-performance conference prior to 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 12.
- M. The City reserves the right to solicit bids and award contracts to other contractors for any modifications or additions to the Electronic Systems Services. The City reserves the right to furnish components, parts, supplies, and materials at its discretion or to perform the work under this Agreement. (See Appendix A, Sections 8.C. and 22.G).

## **6. RULES AND REGULATIONS**

- A. The Contractor will comply with all applicable rules and regulations including, resolutions, plans, operating directives, Airport certification manual, and directives promulgated or established by the Airport Authority, the Airport Commission, the Director, or the City, as amended in performing the work or services contemplated herein or the Provisions of this Agreement. The Contractor will comply with all statutes, laws, ordinances, orders, judgments, decrees, permits, regulations, environmental plans and programs, environmental permits, directions, and requirements of the City as amended in addition to those from federal, state, city, local and other governmental authorities, now or hereafter applicable, in performing the Provisions of this Agreement and the work or services contemplated herein.
- B. The Contractor will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and TSA 1500 as amended. Any and all violations by the Contractor or its officers, employees, subcontractors, independent contractors, agents, or representatives pertaining to Airport Security resulting in a



- C. 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.
- D. The total Contract Not-To Exceed Amount of this Agreement is Four Million Three Hundred and Nineteen Thousand Seven Hundred and Forty-Nine Dollars (\$4,319,749.00).

**9. NOTICE OF LOSS OR CLAIMS**

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

**10. 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.



**11. PROHIBITED ACTS**

- A. Contractor will not do or permit to be done any act which:
1. Will invalidate or be in conflict with any insurance policies covering the Airport or the City, or any part thereof, or upon the contents of any building thereon;
  2. Will increase rates of any insurance, extended coverage or rental insurance on the Airport or the City, or any part thereof, or upon the contents of any building thereon;
  3. Will constitute, in the opinion of the Airport Representative, a hazardous condition, so as to increase risks normally attendant upon the operations enumerated in this Agreement;
  4. Will constitute a nuisance in or on the Airport or which may result in creation, commission, or maintenance of a nuisance in or on the Airport; or;
  5. May interfere with the effectiveness or accessibility of the drainage of any sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses if any, installed or located in or on the Airport.
- B. If by reason of the Contractor's failure to comply with the Provisions of this section, any fire insurance, extended coverage or rental insurance rate on the Airport, or any part thereof, or upon the contents of any building thereon will be at any time higher than it otherwise would be, then the Contractor will on demand, pay the City the increase in the cost of insurance premiums paid or payable by the Airport which was charged because of such violation by the Contractor. For the purpose of this section, "Airport" includes all structures or improvements located thereon.

**12. RIGHT OF REVIEW**

Contractor may request that the Director review any decision or direction of the Airport Representative. The decision of the Director will be final and binding. All requests for review must be in writing and within twenty-four (24) hours of the Airport Representative's decision in dispute, and must set forth clearly the cause for such request of review. No review will be allowed by the Director which has not first been considered by the Airport Representative. (See Appendix A, Section 5.L).

13. **GOVERNING LAW AND FORUM SELECTION**

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

14. **WAIVERS OF LIEN**

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

15. **FACILITIES PROVIDED BY THE AIRPORT**

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

16. **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.

17. **STORAGE AND STAGING AREA**

- A. The Airport Representative will assign storage and transfer area ("**Transfer Area**") in writing (if applicable). If assigned, the Transfer Area will be used for storage of the Contractor's equipment and property, and will be maintained by the

Contractor at its cost and to the City's standards as provided for in this Agreement. Assignment of the Transfer Area will be based on availability of space.

- B. The Contractor will be responsible for the security of its equipment and will maintain and improve the Transfer Area as directed by the Airport Representative. The City (including its officers, employees, agents or representatives) will not be responsible or liable for any vandalism, theft, casualty, loss, or damages of any kind whatsoever to the Contractor's equipment, containers, compactors, parts, tools, or supplies, or other personal property.
- C. City will provide the right of ingress and egress to all areas required in the performance of the Contractor's services.

18. **BADGING**

- A. The Contractor will comply with all applicable federal, state, and local governmental laws and regulations and Airport rules and regulations as amended (See Appendix A, Section 6.A).
- B. The Contractor at its cost will supply to and update as needed for the Airport Police Security Operations Unit, a list of the Contractor's employees to be issued an Airport Employee Badge.
- C. The Contractor at its cost, if requested by the City, will provide verification of a five (5) to ten (10) year employee background check of each employee to be issued an Airport Employee Badge.
- D. The Contractor will, when directed by the Airport Representative, schedule its employees to be issued an Airport ID Badge and fingerprinted for a criminal history record check by the Airport Police Security Operations Bureau. This process will be used to issue Airport Identification Badges to all Contractor employees assigned to work within the Security Identification Display Area ("SIDA"). The Contractor will maintain at all times adequate control of identification badges. All employees issued identification badges will be required to attend the SIDA class offered by the Airport Police. The Contractor will bear the cost of providing badges for the Contractor's employees working under this Agreement. The cost for initial badging is \$40.00 for the badge and \$40.00 for fingerprinting (one time), a total cost of \$80.00. This includes fees for SIDA Class, a mandatory Security Threat Assessment, and enrollment in FBI Rap back, a program that allows for continuous vetting for enumerated crimes under a fingerprint based system. Badges must be renewed yearly. **The cost of badge renewal is \$10.00.** Replacement cost for lost badges is \$50.00 for the first badge, \$75.00 for the second badge, and \$100.00 for a third badge. No fourth badge will be issued.

- E. The Contractor will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and TSA 1542 as amended. Any and all violations by the Contractor or its officers, employees, subcontractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Contractor, or its officers, employees, agents, or representatives, will be the responsibility of the Contractor. The City will be reimbursed within ten (10) days of the City's request, for any such fines or penalties imposed on the City (See Appendix A, Section 6.B.
- F. Due to the amount of time needed to complete the badging process, it is recommended that the Contractor begin the process at least thirty (30) days prior to July 1<sup>st</sup> of each year that this Agreement is in effect.

19. **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.

20. **PERFORMANCE & PAYMENT BOND**

- A. At or prior to the execution of this Agreement, the Contractor shall immediately execute a Performance Bond and a Payment Bond, each in the amount of Five Hundred Thousand Dollars (\$500,000.00) 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 Bond and the Payment Bond must be executed by Attorney-In-Fact for the surety company before a licensed Notary Public. The Payment Bond must comply with the coverage requirements and conditions of Section 107.170 RSMo. The City will allow submittal of one year renewable bonds to meet the requirements of this Section 20. The Contractor will notify the City no later than thirty (30) days prior to the termination, cancellation, or non-extension of the Performance Bond or Payment Bond and if the Contractor's Performance Bond or Payment Bond are terminated, cancelled, not renewed or extended, the Contractor shall promptly provide the City with a replacement bond(s) in full compliance with this Section 20. Any sum or sums derived from said Performance or Payment Bonds will be used for the completion of this Agreement and the payment of laborers and material suppliers, as the case may be.
- B. Copies of the Performance Bond and the Payment Bond, in a form acceptable to the City, must be given to the Airport Representative for approval before the work of this Agreement begins.

**21. MISSOURI UNAUTHORIZED ALIENS LAW**

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

**22. GENERAL PROVISIONS**

- A. The Contractor is and at all times, will be and remain an independent contractor and nothing under this Agreement will be interpreted or construed to mean that the Contractor or any of its employees or agents is an employee or agent of the City.
- B. The Contractor will coordinate the services performed under this Agreement with the Airport Representative.
- C. This Agreement will be the entire agreement and no amendment or modification will be made (except as expressly provided for under this Agreement) unless in writing and signed by the parties hereto.
- D. The City of St. Louis and the Contractor will agree that this Agreement and all contracts entered into under the Provisions of this Agreement will be binding upon the parties hereto and their successors and permitted assigns.
- E. A waiver by either party of the Provisions hereto to be performed by the other party will not be construed as or operate as, a waiver of any subsequent default or breach of any of the Provisions of this Agreement. Any waiver by either party must be in writing and signed by the party waiving.

- F. The Contractor will keep and maintain such records and reports as are necessary for the City to determine compliance with the obligations of this Agreement. Such records must be maintained by the Contractor for at least three (3) years after the expiration or termination of this Agreement. The City reserves the right to investigate, audit, and review, upon written request, such records and documents, to determine compliance with this Agreement. (See Appendix B, Section 6 entitled "Right To Audit Clause").
- G. The City retains the right to receive bids and award contracts on any modifications, deletions, or additions to this Agreement. In addition, the City retains the right to furnish materials or supplies at its discretion, or perform for itself, any work under this Agreement. (See Appendix A, Sections 5.M and 18.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 in violation of this Agreement, if it is prevented from performing any of the obligations by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of a public enemy, acts of a superior governmental authority, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible and which is not within its control. (See Appendix A, Section 22K).
- J. If any Provision of this Agreement is held to be invalid by a court of competent jurisdiction, the invalidity of any such Provision will in no way affect any other Provision, provided the invalidity of such Provision does not materially prejudice either party hereto in its respective rights and obligations contained in the valid Provisions of this Agreement.
- K. The parties agree that time will be of the essence in the performance of each and every obligation and understanding of this Agreement.
- L. Unless otherwise expressly provided for herein, when the consent, approval, waiver, release, or certification ("**Approval**") of either party is required under the terms of this Agreement, such Approval must be in writing and signed by the party making the Approval. Whenever the Approval of the City or the Director of Airports is required, the Approval must be from the City's Director of Airports or his/her authorized or designated representative.

## **23. 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 23 is subject to and is in accordance with City Ordinance No. 62124.

## **24. MEDIA INQUIRIES / ADVERTISING**

- A. If contacted by any media entity or other third party ("**Media Entity**") about 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.

**25. CUSTOMER SERVICE**

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

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

**26. 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 & 5).



27. **FAILURE TO PERFORM**

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