

CITY OF ST. LOUIS
PROFESSIONAL SERVICE AGREEMENT FOR
INFORMATION PERSONNEL STAFFING SERVICES
LAMBERT- ST. LOUIS INTERNATIONAL AIRPORT®

CONTRACT NO.: 69272

CONTRACT NOT-TO- EXCEED AMOUNT: \$988,550

CONSULTANT: Ollie Dowell Communications LLC
200 South Hanley Road
Suite 507
St. Louis, Missouri 63105

FEDERAL I.D. #: 11 - 3702804

ESTIMATED ANNUAL ENCUMBRANCES:

FY 2015-2016	\$187,851
FY 2016-2017	\$326,361
FY 2017-2018	\$333,894
FY 2018-2019	\$140,444

CONTRACT AUTHORIZED BY:	ORDINANCE NO.	69985
	BUDGET ACCOUNT:	5659

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

CITY OF ST. LOUIS
PROFESSIONAL SERVICE AGREEMENT FOR
INFORMATION PERSONNEL STAFFING SERVICES
LAMBERT- ST. LOUIS INTERNATIONAL AIRPORT

This Agreement, made and entered into this 3rd day of November, 2015 (“**Agreement**”), by and between the City of St. Louis, a municipal corporation of the State of Missouri (the "**City**") and Ollie Dowell Communications LLC (“**Consultant**").

WITNESSETH THAT:

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

WHEREAS, City seeks to contract with the Consultant for Information Personnel Staffing Services as more fully described herein.

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

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1. **DEFINITIONS**

“Agreement”	This means the contract for Information Personnel Staffing Services between the City and Ollie Dowell Communications LLC.
“Airport”	This means Lambert-St. Louis International Airport, which is owned by the City and is operated for the City by the Authority.
“Airport Director” and/or “Director”	This means the Director of Airports of the City of St. Louis or his/ her authorized or designated representative(s).
“City”	This means the City of St. Louis, owner and operator of Lambert-St. Louis International Airport.
“Commencement Date”	This means the date the term of this Agreement begins which is December 1, 2015 as provided for in Section 5 of this Agreement.
“Consultant”	This means Ollie Dowell Communications LLC.
“Contract Year”	This means a consecutive twelve (12) calendar month period beginning on the Commencement Date and each twelve (12) consecutive calendar month period thereafter during the term of this Agreement.
“day(s)”	This means consecutive calendar days unless otherwise expressly stated.
“Extras”	This means additional services work or modifications, additions, or extras.
“Holiday”	This means New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
“Manager”	This means the Airport Public Relations Manager or his/ her designated or authorized representative.
“Provision”	This means all terms, covenants, warranties, specifications, conditions, and provisions of this Agreement.

2. SCOPE OF WORK

The Consultant, subject to the Provisions of the Agreement, will provide Information Personnel Staffing Services described below and elsewhere throughout this Agreement.

- A. The Consultant must furnish all necessary management and labor requested by the Manager to fully staff one (1) information booth located at the Airport's Terminal 1 and to roam throughout either the Airport's Terminal 1 or Terminal 2. Staff will be assigned by the manager to work either in the information booth or as roaming staff in either Terminal 1 or Terminal 2. The information booth will be operated with full coverage from 7:00 A.M. to 11:00 P.M, 7 days per week, including Holidays. The number of employees needed to staff the information booth will be determined by the Manager, however the Consultant must be able to furnish **at a minimum**, two (2) employees to staff the information booth and to roam in either Terminal 1 or Terminal 2. At times designated by the Manager, three (3) employees may be required. At least one employee must be assigned to roam in either Terminal 1 or Terminal 2, unless otherwise directed by the Manager. Other staffing locations may be added on an as needed basis by the Manager.
- B. The Consultant must furnish a **"Supervisor"** to oversee daily operations of its employees and subconsultants Monday through Friday, 8:00 A.M. to 4:00 P.M. CST, not to exceed 40 hours a week, unless otherwise approved by the manager. The Supervisor must be physically present at the Airport. The Supervisor's work schedule will be subject to the approval of the Manager.
- C. The Consultant must require each employee and its Supervisor to timely fill out daily work sign-in sheets. The Consultant shall verify all times worked by supervisory personnel during their assigned shifts. The Supervisor shall verify all times worked by each employee on his/her assigned shift. Any falsification or alteration of time by any employee of the Consultant or its subconsultants will result in the immediate disciplining action, up to and including removal of that employee from working under the Agreement.
- D. The Consultant shall make available all original time sheets, work schedules and payroll records in a form acceptable to the Manager within three (3) days of the City's request and provide to the Manager two (2) weeks in advance, the monthly work schedule of all employees.
- E. The Consultant shall timely provide the Manager a list of the supervisory personnel names and contact phone numbers during all shift times.
- F. In the event any employee is unable to fill his/ her scheduled shift time, the Consultant shall promptly supply a replacement employee within two (2) hours from the start of the employee's scheduled shift time.

- G. The Airport Public Relations staff shall provide training to the initial pool of Consultant's employees. The Consultant, at its cost, will be responsible for a) any future training of any new or replacement employees, or b) in the event that additional training for customer service satisfaction is required as determined by the Manager in his/her sole discretion. This includes any cost for space rental at the Airport or any other location needed for the purpose of training or retraining of employees or contracted employees. All training conducted by Consultant must be approved in advance and in writing by the Manager. In the event training is conducted by the Consultant without advance written approval of the Manager, the City will require additional training performed in accordance with the requisite approval process provided herein. ***Note: Consultant employees must have prior knowledge of and experience with a computer in order to be trained to use Airport computer programs.***
- H. The Consultant shall provide multilingual and signing skilled employees.
- I. The Airport Public Relations Department shall supply the Consultant with written procedures, rules and regulations for employee conduct while staffing the information booths. Any Consultant employee or subconsultant employee who does not conform to these procedures, and rules and regulations will, upon the request of the Manager, be immediately replaced by the Consultant and will no longer provide any work or services under this Agreement.
- J. Should any special event, emergency, or other eventuality at the Airport requires additional staffing, the Manager will notify the Consultant and the Consultant shall promptly and timely provide the required additional staff.
- K. The Consultant shall ensure that one employee working on each shift is trained for fill – in duties at the front desk of the Airport Administrative Office. This initial training will be provided by the Airport Public Relations staff.
- L. The Consultant shall create and maintain a database and issue periodic reports when requested by the Manager, on contacts with the public and the types of customer services rendered.

3. **FEES**

- A. The fees to be paid to the Consultant by the City as full remuneration for the performance of all services called for in this Agreement, except for Section 4 entitled "Extra Work", shall be on the basis of the Consultant's Actual Cost plus the Fixed Fee. The Consultant's "**Actual Cost**" shall include his Productive Salary Costs, Salary Related Expenses, General and Administrative Overhead Costs. Payment under the Provisions of this Agreement is limited to those costs incurred in accordance with the generally accepted accounting principles and to

the extent that they are considered necessary, to the execution of the items of the services.

- B. **“Base Pay Rate(s)”** to be paid to employees under this Agreement for the Consultant’s employees and the subconsultant’s employees will be the greater of the Base Pay Rate(s) listed below or the City’s living wage rate to be paid to an employee without fringe benefits (see Section 31 below).

FROM 12-1-15 THROUGH 11-30-16

Booth/Roaming Attendant	\$16.77 per hour
Supervisor	\$19.23 per hour

FROM 12-1-16 THROUGH 11-30-17

Booth/Roaming Attendant	\$17.15 per hour
Supervisor	\$19.71 per hour

FROM 12-1-17 THROUGH 11-30-18

Booth/Roaming Attendant	\$17.54 per hour
Supervisor	\$20.20 per hour

- C. Payments to the Consultant shall be made upon presentation of itemized invoices computed on the following basis:

1. **“Productive Salary Costs” (“PSC”)** are defined as actual hours spent on the project times the applicable Base Pay Rate.
2. **“Salary Related Expenses” (“SRE”)** are expressed as a percentage of Productive Salary Cost. SRE are defined as those costs incurred for payment of productive salaries and include annual leave, sick leave, temporary disability, holiday, bonus, pension plan cost, workmen’s compensation and general liability insurance, and federal and state payroll taxes.
3. **“General and Administrative” (“G & A”)** overhead costs are expressed as a percentage of productive salary costs. G&A are defined as those general office operating expenses and administrative costs which are necessary to the proper performance of the work but which cannot be effectively allocated to the project. These costs shall include, but not be limited to non-productive salaries of officers, associates, and employees; equipment rental and maintenance; office rent and utilities and office maintenance; office supplies; insurance; taxes; professional development expenses; legal and audit fees; professional dues and licenses; use of electronic computer for accounting; and other related items.
4. The Productive Salary Costs shall be multiplied by the Salary Related Expenses Percentage plus the General and Administrative Percentage to establish the **“Total Mark Up Costs” (“TMC”)** on productive salary. The calculation is $PSC \times (SRE\% + G\&A\%) = TMC$. The approved percentages for this Agreement are as follows:

<u>Firm</u>	<u>SRE %</u>	<u>G&A %</u>
Ollie Dowell Communications, LLC	9%	12.9%
Critique Personnel Services, Inc.	9%	12.9%

“Fixed Fee Percentage” = 12%

The **“Fixed Fee”** is defined as PSC plus TMC, which is equal to the Total Fully Mark Up Productive Salary Cost, times the Fix Fee Percentage. The calculation is $(PSC + TMC) \times 12\% = \text{Fixed Fee}$.

4. EXTRA WORK

- A. At the written request and direction of the Director, additional Information Personnel Staffing Services work or modifications, additions, or extras may be required. The fee or charge for Extras will be agreed upon up front in writing on a case by case basis as described herein and in Section 9.A of this Agreement. For all work conducted under this Agreement, the total amount to be paid to the Consultant must not exceed the total Contract Not-To-Exceed Amount of this Agreement. (See Section 9.D).
- B. Any work not herein specified which may be fairly implied as included in the Agreement, of which the Director will be the sole and absolute judge, will be done by the Consultant without extra charge. The Consultant will do all Extras that may be requested or ordered by the Director in writing. No claim for Extras will be allowed in favor of the Consultant unless such Extras have been ordered in advance by written request of the Director. The Consultant will furnish the Director with itemized bills for all items included under this heading, and such bills may be verified or audited by the City. All bills for Extras done in any month, will be submitted to the Director in writing before the 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 Consultant will submit copies of itemized invoices received from the Consultant’s approved subconsultant(s) which have been previously reviewed and approved by the Consultant. Extras will be paid for on the basis of a fixed amount or rate or charge or any combination thereof to be agreed upon and approved by the Consultant and the Director in writing prior to such Extras being performed. (See Section 9.A).

5. TERM

The term of this Agreement will be for three (3) years beginning on the commencement date (**“Commencement Date”**) specified below and ending thirty-six (36) months thereafter unless terminated or cancelled as provided for in Section 27 of this Agreement

("Expiration Date"). This Agreement is expressly subject to, and will not become effective or binding on the City until, fully executed by all signatories of the City. The commencement and expiration dates will be as follows:

Commencement Date: December 1, 2015 Expiration Date: November 30, 2018

6. ADMINISTRATIVE PROCEDURES

- A. Before work under this Agreement commences, the Consultant will designate by written notice to the Manager, an experienced, competent and knowledgeable, full-time employee of the Consultant, as the Consultant's "**Project Coordinator**". The Project Coordinator will be fully authorized to act for the Consultant in all matters covered by this Agreement. The Consultant will also furnish all supervisory personnel with copies of these specifications and will make certain that all such personnel understand the provisions thereof.
- B. When necessary, or as requested by the Manager, the Consultant will make periodic reports and recommendations to the Manager with respect to conditions, transactions, situations or circumstances encountered by the Consultant relating to the services to be performed under this Agreement.
- C. The Consultant's performance hereunder must be in accordance with the highest standards of care, skill, and diligence provided by professionals who perform services similar to the services contemplated by this Agreement. All work will be executed in the most workmanlike, safe and substantial manner and everything will be furnished by Consultant that is necessary to complete and perfect the aforesaid work according to the design and intention, whether particularly specified or not which may be inferred from this Agreement and its specifications. Work which should properly be performed by skilled laborers, will not be attempted by common laborers.
- D. The Consultant will ensure that all equipment and any temporary offices used on the job are conspicuously marked with both the name and telephone number of the Consultant. (if applicable)
- E. The Consultant will acknowledge, stipulate, and agree that 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 Information Personnel Staffing Services performed by the Consultant or its officers, employees, representatives, or agents under this Agreement.
(See Section 26 entitled "Insurance and Indemnification.")
- F. The Consultant will furnish, and have on the job at all times, ample equipment to properly and safely carry out the work contemplated herein including such tool or equipment as may be necessary to meet emergency requirements.

- G. The Consultant will give personal attention to the performance of this Agreement and will furnish to the Manager a listing of all employees (including subconsultant's employees) performing services under this Agreement. (See Section 28 entitled "Assignment and Subcontracting.") This listing of said employees will be updated and maintained by the Consultant throughout the term of this Agreement. Any instructions or directions given to the Project Coordinator or Supervisory personnel of the Consultant will be considered the same as given to the Consultant in person.
- H. Consultant, at its cost, will be required to secure all applicable permits and licenses and approvals required or necessary to fulfill the Provisions of the Agreement.
- I. The Consultant will attend a pre-performance conference prior to commencement of any work under this Agreement. Said conference will be after the date of Agreement execution, and prior to start of the work.
- J. In case of an emergency, the Director, operations supervisor, or either of their representatives, will have authority to order the Consultant to immediately terminate work and clear the area of personnel and equipment. The Consultant will immediately comply to such an order with all possible speed.
- K. The Manager will determine the amount, classifications, acceptability, and fitness of all work to be done, and will decide all questions which may arise relative to the proper performance of this Agreement, and his decisions will be final and conclusive, except as provided for in Appendix A, Section 13 of this Agreement.
- L. The City reserves the right to solicit bids and award contracts to other Consultants for any modifications or additions to the Information Personnel Staffing Services. The City reserves the right to furnish components, parts, supplies, and materials at its discretion or to perform the work contemplated herein. (See Sections 9.B. and 22.G).

7. RULES AND REGULATIONS

- A. Consultant warrants, covenants, represents, stipulates, and agrees that the Consultant will comply with all applicable rules and regulations including, all local laws and ordinances, resolutions, plans, operating directives, Airport certification manual, and directives promulgated or established by the Airport Authority, the Airport Commission, the Director, or the City, as they may be amended from time to time, in performing the work or services contemplated herein or the Provisions of this Agreement. Consultant warrants, covenants, represents, stipulates, and agrees that the Consultant will comply with all statutes, laws, ordinances, orders, judgments, decrees, permits, regulations, environmental

plans and programs, environmental permits, directions, and requirements of the City as may be amended from time to time, and all federal, state, city, local and other governmental authorities, now or hereafter applicable, in performing the Provisions of this Agreement and the work or services contemplated herein.

- B. The Consultant will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and TSA 1500 as they may be amended from time to time. Any and all violations by the Consultant or its officers, employees, subconsultants, independent consultants, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Consultant, or its officers, employees, agents, or representatives, will be the responsibility of the Consultant. 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 Consultant will be responsible for the work of all subconsultants and agents, and all work must be kept under the Consultant's control. A complete list of all such subconsultants will be submitted to the Director for his/her prior written approval (See Section 28 herein).
- D. The Consultant will not be entitled to any claim for damages or losses whatsoever against the City or its officers, employees, agents, representatives, due to hindrance or delay from any cause whatever in the progress of the work or any portion thereof including without limitation, loss of profits, and actual, consequential, special, or incidental damages.
- E. The Consultant is responsible for the professional quality, technical accuracy, and coordination of information and materials utilized to implement the services provided under this Agreement. The Consultant shall, without any additional compensation, correct or revise errors or deficiencies for which it is responsible in the course of providing its services under this Agreement as determined by the Manager.
- F. Provide personal attention to and prompt services for all assignments. The Consultant understands and agrees that the City does not waive any rights or bases for any cause of action by the virtue of its review, approval, acceptance, or payment of any services provided by the Consultant under the Agreement.
- G. Throughout the term of the Agreement, the Consultant shall maintain all licenses, certifications, and credentials necessary to perform the services contemplated herein in accordance with all applicable federal, state, and local laws, and regulations including, without limitation all applicable rules and regulations of United States Department of Transportation (**USDOT**) as they may be amended from time to time.
- H. Ensure the City's right in regard to sovereign immunity and any other governmental immunity is reserved and preserved as appropriate with each policy of insurance.

8. **REPAIR OF DAMAGE**

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

9. **PAYMENTS**

- A. All fees, charges, reimbursements, and Extras to be paid by the City to Consultant for the work performed pursuant to this Agreement shall be paid in due course after receipt of Consultant's itemized monthly invoices to the City, subject to and in accordance with the Provisions of this Agreement. For Extras authorized in writing by the Director, the Consultant will invoice the City the actual labor, parts, and materials required to complete the Extras authorized in writing by the Director as set out in Section 4 of this Agreement. Invoices shall be in a form acceptable to the Manager.
- B. Nothing in this Agreement will be construed or interpreted to create a debt, liability, or obligation of any kind whatsoever on the City for the City to order or request any particular amount of work or services. (See also Sections 6.L. and 22.G.)
- C. The Consultant warrants, covenants, represents, stipulates, and agrees to submit invoices for the services and work performed pursuant to this Agreement in a timely manner and as provided for in this Agreement. The Consultant acknowledges and agrees that the City will not be required or obligated to pay any invoice submitted to the City by the Consultant more than six (6) months after the expiration or earlier termination of this Agreement or be responsible for any costs or expenses incurred by the Consultant for services or work performed pursuant to the Agreement for which invoices have not been submitted to the City for payment within six (6) months of the expiration or earlier termination of this Agreement.
- D. The total Contract Not-To Exceed Amount of this Agreement is Nine Hundred and Eighty-Eight Thousand Five Hundred and Fifty-Two Dollars (\$988,550).

10. **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 the Agreement.
- C. The Contractor shall within seven (7) days of service or demand, provide written notification to the Director of all suits or action or losses arising out of the Agreement.

11. REPLACEMENT OF PERSONNEL

Consultant agrees to promptly replace the manager or any employee working under this Agreement should the Airport Director feel 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.

12. PROHIBITED ACTS

Consultant will not do or permit any act which:

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

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

13. RIGHT OF REVIEW

Consultant has the right to take any decision or direction of the Manager to the Director for his/her review and decision. The decision of the Director will be final and binding. All requests for review must be in writing and within 24 hours of the Manager's decision in dispute, and must set forth clearly the cause for such request of review. No review will be allowed by the Director which has not first been considered by the Manager. (See Section 5.L).

14. GOVERNING LAW AND FORUM SELECTION

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

15. WAIVERS OF LIEN

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

16. FACILITIES PROVIDED BY THE AIRPORT

- A. City, subject to and in accordance with the Provisions of this Agreement, will provide the right of ingress and egress to all areas herein specified in order for the Consultant to perform the work and services contemplated herein.
- B. City, subject to and in accordance with the Provisions of this Agreement, will provide parking for the Consultant's employees and subconsultant's employees in the Terminal 1 Parking Garage on the Red Level.

17. PRECAUTIONARY MEASURES

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

18. STORAGE AND STAGING AREA

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

19. **PERFORMANCE & PAYMENT BOND**

- A. At or prior to the execution of this Agreement, the Consultant shall immediately execute a Performance Bond and a Payment Bond each in the amount of Two Thousand Dollars (\$2,000.00) with surety satisfactory to the City conditioned on the full and faithful performance of all Provisions of this Agreement to be executed. Affirmation by the Surety Company to execute the Performance Bonds and the Payment Bonds must be executed by Attorney-In-Fact for the surety company before a licensed Notary Public. The Payment Bonds must comply with the coverage requirements and conditions of Section 107.170 RSMo. The City will allow submittal of one year renewable bonds to meet the requirements of this Section 20. The Consultant shall notify the City no later than thirty (30) days prior to the termination, cancellation, or non-extension of the Performance Bonds and/or Payment Bonds and if the Consultant's Performance Bonds and/or Payment Bonds are terminated, cancelled, not renewed or extended, the Consultant shall promptly provide the City with a replacement bond(s) in full compliance with this Section 20. Any sum or sums derived from said Performance and/or Payment Bonds will be used for the completion of this Agreement and the payment of laborers and material suppliers, as the case may be.
- B. Copies of the Performance Bonds and the Payment Bonds, in a form acceptable to the City, must be given to the Manager for approval before the work of this Agreement begins.

20. **MISSOURI UNAUTHORIZED ALIENS LAW**

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

21. GENERAL PROVISIONS

- A. The Consultant is, and at all times hereunder, will be and remain an independent Consultant and nothing herein will be interpreted or construed to mean that the Consultant or any of its employees or agents is an employee or agent of the City.
- B. The Consultant shall coordinate the services performed under this Agreement with the Manager 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 Consultant agree that this Agreement and all contracts entered into under the Provisions of this Agreement are binding upon the parties hereto and their successors and permitted assigns.
- E. A waiver by either party of the Provisions hereto to be performed, kept, or observed by the other party will not be construed as or operate as a waiver of any subsequent default or breach of any of the terms, covenants, or conditions of this Agreement. Any waiver by either party must be in writing and signed by the party waiving.
- F. The Consultant shall keep and maintain such records and reports as are necessary for the City to determine compliance with the obligations of this Agreement. Such records must be maintained by the Consultant for at least three (3) years after the expiration or termination of this Agreement. The City reserves the right to investigate, audit, and review, upon written request, such records and documents, in order to determine compliance with this Agreement. (See Appendix B, Section 6 entitled "Right To Audit Clause").
- G. Consultant acknowledges, understands, stipulates, and agrees that the City retains the right to receive bids and award contracts on any modifications, deletions, or additions to the Information Personnel Staffing Services contemplated herein. In addition, the City retains the right to furnish materials or supplies at its discretion, or perform for itself, any work contemplated herein. (See Sections 6.L and 9.B).
- H. No alderman, commissioner, director, board member, officer, employee or other agent of the City will be personally liable under or in connection with the Agreement.
- I. Neither party will be deemed in violation of this Agreement, if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of a public enemy, acts of a superior governmental authority, riots, rebellion, or sabotage, or

any other circumstances for which it is not responsible and which is not within its control. (See Section 22K).

- J. In the event any Provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such Provision will in no way affect any other Provision, herein contained, provided the invalidity of such Provision does not materially prejudice either party hereto in its respective rights and obligations contained in the valid Provisions of this Agreement.
- K. Time is of the essence in this Agreement. The parties agree that time will be of the essence in the performance of each and every obligation and understanding of this Agreement.
- L. Unless otherwise expressly provided for herein, when the consent, approval, waiver, release, or certification ("**Approval**") of either party is required under the terms of this Agreement, such Approval must be in writing and signed by the party making the Approval. Whenever the Approval of the City or the Director of Airports is required, the Approval must be from the City's Director of Airports or his/her authorized or designated representative.

22. PREVAILING WAGE AND FRINGE BENEFITS

The Consultant warrants, covenants, represents, stipulates, and agrees that all employees and subconsultant'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 is subject to and is in accordance with City Ordinance No. 62124.

23. MEDIA INQUIRIES / ADVERTISING

- A. If contacted by any media entity or other third party ("**Media Entity**") about this Agreement or the services or work performed by the Consultant under this Agreement ("**Airport Project**"), the Consultant will refer the Media Entity to the Airport's Public Relations Manager. This includes, without limitation, trade publications.
- B. Consultant acknowledges and agrees that any printed articles, press releases, web articles, social media communications or case studies about an Airport Project must be approved in writing by the Airport's Public Relations Manager prior to being made public by the Consultant. Consultant will have no right to use the trademarks, symbols, logos, trade names or the name of the City or the Airport,

either directly or indirectly, in connection with any production, promotional service, publication or advertising without the prior written consent of the Airport's Public Relations Manager.

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

24. CUSTOMER SERVICE

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

- A. Demonstrate excellent customer service at all times, to every user of the Airport, as applicable.
- B. Act in a courteous and helpful manner at all times with travelers, fellow employees, and all other users of the Airport.
- C. Behave in a businesslike and professional manner while on Airport property.

- D. Refrain from using foul or inappropriate language in public areas; smile and use a pleasant tone of voice when conversing with travelers and all other Airport users; be actively working while on duty.

25. INSURANCE AND INDEMNIFICATION

- A. The Consultant, at its expense, at all times during the term hereof, will cause St. Louis County, the City and its Board of Aldermen, the Airport Commission, and their respective officers, agents and employees and the Consultant to be insured **on an occurrence basis** with regard to the coverage required by this Agreement under Section A.1 (Comprehensive General Liability), and shall maintain coverage as required by Section A.2 (Comprehensive Automobile Liability) and **on a claims made basis** for errors and omissions against all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities or omissions of the Consultant, its officers, agents, employees, consultants, subconsultants, licensees, invitees, representatives, and independent consultants pursuant to this Agreement under the following types of coverage:
1. Comprehensive General Liability;
 2. Comprehensive Automobile Liability (any vehicles, including owned, hired and non-owned);
- B. **The minimum limits of coverage for the above classes of insurance must equal a single limit of Two Million Dollars (\$2,000,000.00) comprised of such primary and excess policies of insurance as the Consultant finds it feasible to purchase during the term of this Agreement** with regard to the coverages required by Section 26.A.1 and 26.A.2, Consultant agrees to name St. Louis County, the City and its Board of Aldermen, the Airport Commission, and their respective officers, agents and employees (the "CITY" as used in this Section) by endorsement as an "Additional Insured". Prior to execution of this Agreement, Consultant will provide certificates of said insurance and all endorsements required pursuant to this Agreement to the Manager in form and content satisfactory to the City. In addition, the Consultant will also mail or fax a copy of the Certificate of Insurance and all required endorsements to:

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

- C. Such liability insurance coverage must also extend to damage, destruction and injury to CITY owned or leased property and CITY personnel, and caused by or resulting from work, acts, operations, or omissions of Consultant, its officers, agents, employees, consultants, subconsultants, licensees, invitees, representatives, and independent Consultants and, contractual liability insurance sufficient to cover Consultant's indemnity obligations hereunder. The CITY will have no liability for any premiums charged for such coverage, and the inclusion of the CITY as an additional insured is not intended to, and does not make the CITY a partner or joint venturer with Consultant in its operations hereunder. Each such insurance policy must provide primary coverage to the CITY when any policy issued to the CITY provides duplicate or similar coverage and in such circumstances, the CITY's policy will be excess over Consultant's policy.
- D. The Consultant will protect, defend, and hold the St. Louis County, the City and its Board of Aldermen, the Airport Commission, and their respective officers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, and fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and the use or occupancy of the City's premises and the acts or omissions of Consultant's officers, agents, employees, consultants, subconsultants, licensees, invitees, or independent consultants regardless of where the injury, death, or damage may occur, unless and to the extent such injury, death or damage is caused by the negligence of the City. The Director or his/her designee will give to Consultant reasonable notice of any such claims or actions. The Consultant will also use counsel reasonably acceptable to the City Counselor of the City or his/her designee, after consultation with the Director or his/her designee, in carrying out its obligations hereunder. The Provisions of this section survive the expiration or early termination of this Agreement.
- E. The Consultant will maintain Workers' Compensation and Employer's Liability Insurance at least at the statutory requirement and in accordance with Missouri laws and regulations. Consultant will require that all of its subconsultants or licensees similarly provide such coverage. The CITY will not be liable or responsible for any claims or actions occasioned by Consultant's failure to comply with the provisions of this subsection. The indemnification provisions of this Agreement apply to this subsection. It is expressly agreed that the employees of the Consultant are not employees of the City for any purpose, and that employees of the City are not employees of the Consultant.

26. CANCELLATION

- A. The City retains the right to cancel this Agreement immediately upon written notice to the Consultant, if the Consultant should fail to properly keep any

Provision of this Agreement; or, if the quality of service should fall below the specified standards as determined by the City; or, if the Consultant should fail or refuse to render the amount of service required.

- B. The Consultant has the right to cancel this Agreement upon ten (10) days written notice to the City, without penalty, if the City should fail to keep any of the Provisions of this Agreement.
- C. Either party has the right to cancel this Agreement without cause upon ten (10) days written notice to the other party with no liability to the canceling party and such a cancellation will be deemed a no fault cancellation.
- D. Notwithstanding anything to the contrary herein, it is expressly understood by the parties hereto that this Agreement will terminate immediately upon the failure of budgetary appropriations with no resulting liability to the City.
- E. If requested in writing by the Manager or in the event of cancellation, termination, or the expiration of this Agreement, all tools, parts, equipment, supplies, materials, maps, plans and specifications, manuals, schedules, records, files, logs, work product, or property paid for, supplied or owned by the City will be returned to the City by the Consultant within one (1) business day.

27. ASSIGNMENT AND SUBCONTRACTING

- A. Consultant will not assign or transfer this Agreement without the prior written approval of the City, as provided for in Ordinance 63687 approved in 1996. At least 90 days prior to any contemplated assignment of this Agreement, Consultant will submit a written request to the City along with a copy of the proposed assignment agreement. The City reserves the right to refuse without cause or justification, such requests. No assignment will be made or will be effective unless Consultant is not in default on any of the other terms, covenants, and conditions herein contained. The party to whom such assignment is made will expressly assume in writing the terms, covenants, and conditions of this Agreement. The parties to this Agreement understand and agree that the Consultant is and will remain responsible for the performance of its assigns under this Agreement. No assignment will be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved assignment agreement as provided for above.
- B. Consultant will not subcontract or transfer any part of the services or work to be performed hereunder without the prior written approval of the Director of Airports. At least 60 days prior to any contemplated subcontracting of service or work or the transfer of any part of the services or work to be performed hereunder, Consultant will submit a written request to the Airport Director. This request must include a copy of the proposed subcontract or agreement. The City reserves the right to refuse

without cause or justification, such requests. At a minimum, any sub-Consultant agreement must expressly require strict compliance with the terms, covenants, and conditions of this Agreement. The Consultant will furnish all authorized subconsultants or agents a copy of this Agreement. The parties understand and agree that the Consultant is responsible for the performance of its subconsultants or agents under this Agreement. No subcontract or any other agreement will be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved subcontract or agreement as provided for above.

- C. Any such assignment or transfer or subcontracting of services without the consent of the City, as provided for above, will constitute default on the part of the Consultant under this Agreement. No action or failure to act on the part of any officer, agent, or employee of the City will constitute a waiver by the City of this provision.
- D. The City has approved the following M/W/DBE subconsultants for participation under this Agreement at the percentage participation goals as set out below:

Critique Personnel Services, Inc.	MBE	5%
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28. AFFIRMATIVE ACTION PROGRAM AND NON-DISCRIMINATION

- A. Consultant agrees during performance under this Agreement, that discrimination will not be permitted against any employee, worker, or applicant for employment because of race, creed, color, religion, sex, age, disability, national ancestry or origin.
- B. Consultant agrees during performance under this Agreement, that all printed or circulated solicitations, or other advertisement or publication for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive meaningful consideration for employment without regard to race, creed, color, religion, sex, age, disability, national origin or ancestry.
- C. Consultant agrees during performance under this Agreement, that should it be determined by the Consultant or City that Consultant will be unable to conform to the approved positive employment program, submitted to determine eligibility under the Fair Employment Division Practices Provisions of the City Code, will notify the Fair Employment Division of the St. Louis Council on Human Relations within ten days as to the steps to be taken by the Consultant to achieve the provisions of this program.
- D. Consultant will permit reasonable access by the City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.

- E. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this Agreement, or to furnish information or permit records and accounts to be inspected, within twenty days from the date requested, this Agreement may be canceled, terminated, or suspended in whole or part and Consultant may be declared ineligible for further City contracts for a period of one year, by the option of the City; provided further in the event the contract is canceled, terminated, or suspended for failure to comply with fair employment practices, the Consultant will have no claim for any damages against the City.
- F. Consultant further agrees that these clauses (A through E) on discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Consultant in all contracts or agreements entered into with suppliers of materials or services, Consultants and subconsultants and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.
- G. Whenever the Consultant is sued or threatened with litigation by a subconsultant, vendor, individual, group or association, as a result of compliance with the clauses (A through F) of these provisions relating to fair employment practices, such Consultant will notify the City Counselor in writing of such suit or threatened suit within ten days.
- H. The Consultant must submit evidence from the City's Civil Rights Enforcement Agency (**CREA**) stating that Consultant has complied with the City's requirements for an affirmative action program as required by the Mayor's Executive Order on Equal Opportunity in Employment.
- I. Consultant shall comply with all applicable nondiscriminatory requirements that may be imposed pursuant to the Federal Aviation Act of 1958, as amended; Title VI of the Civil Rights Act of 1964, as amended; 49 C.F.R. Parts 21, 23, and 26, as said regulations may be amended; and state and local laws.

29. MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE MBE/WBE) PARTICIPATION

A. Definitions:

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

- 1. **"Minority Business Enterprise" or "MBE"** means a small business concern as defined in Small Business Act, 15 U.S.C., as amended that is 51 percent owned by a minority or, in the case of a corporation, at least 51 percent of the stock of which is owned by one or more individuals who are

minorities; and whose management and daily business operations are controlled by one or more individuals who are Asian American, Black American, Hispanic American or Native American; and located in the Metropolitan St. Louis Area.

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

B. Policy:

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

C. Goal:

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

D. Obligation:

1. The Consultant agrees to take all reasonable steps to ensure that MBEs/WBEs have maximum opportunity to participate in contracts and subcontracts financed by the City of St. Louis Airport Authority provided under this Agreement. The Consultant 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/WBE certified firms is available online at <http://www.mwdbbe.org> under the Business Profile Directory link. A paper copy of the Directory may be requested at the Airport Business Diversity Division (“BDD”) Office, Lambert – St. Louis International Airport, P.O. Box 10212, St. Louis, Missouri 63145 or by calling (314) 426-8111.

E. Eligibility:

Consultant should contact the City of St. Louis Airport Authority BDD Office to obtain a list of eligible MBEs/WBEs and to determine the eligibility of the MBE/WBE firms it intends to utilize in this Agreement.

F. Counting MBE/WBE Participation Toward Goals:

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

G. Post Award Compliance:

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

H. Substitution of MBE/WBE Firms After Award:

1. The Consultant will conform to the scheduled amount of MBE/WBE participation. When a listed MBE/WBE is unwilling or unable to perform the items of work or supply the goods or services specified in the MBE/WBE Utilization Plan, the Consultant will immediately notify the City of St. Louis Airport Authority BDD office prior to replacement of the firm.
2. Substitutions of MBE/WBE must be approved in writing by the Director. (See Section 28.0.) Substitutions of MBE/WBE will be allowed only when the MBE/WBE has failed to perform due to a default (material breach) of its subcontract or agreement. Consultant understands, warrants, and agrees that it will not cancel or terminate its agreement with the MBE/WBE without cause and will timely forward supporting documentation substantiating the cause of the default or termination to the

Director for review.

I. Good Faith Efforts:

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

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

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

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

J. Record Keeping Requirements:

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

K. Reporting Requirement:

The Consultant will submit quarterly reports on MBE/WBE involvement to the City of St. Louis Airport Authority BDD Office. Actual payments to MBEs/WBEs will be verified. These reports will be required until all MBE/WBE subcontracting activity is complete or the MBE/WBE goal has been achieved.

L. Applicability Of Provisions To MBE/WBE Consultants:

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

30. RIGHT TO AUDIT CLAUSE

- A. The Consultant's "**records**" must be open to inspection and subject to audit and reproduction during normal working hours and kept within the greater St. Louis metropolitan area. A City representative may perform such audits or an outside representative engaged by the City. The City or its designee may conduct such audits or inspections throughout the term of this Agreement, and for a period of three years after the early termination or the expiration of this Agreement or longer if required by law.
- B. The Consultant's "**records**" as referred to in this Agreement include any and all information, materials, and data of every kind and character, including without

limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, communities, arrangements, notes, daily diaries superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by this Agreement. Such records subject to audit also include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. Such records include (hard copy, as well as computer readable data if reasonably available), written policies and procedures; time sheets; payroll registers; cancelled checks; original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Consultant records which may have a bearing on matters of interest to the City in connection with the Consultant's work for the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation of:

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

31. LIVING WAGE

A. Living Wage Compliance Provisions: Any work ordered by the City under this Agreement is subject to the St. Louis Living Wage Ordinance Number 65597 (the "**Ordinance**") and the "**Regulations**" associated therewith, as may be amended from time to time, both of which are incorporated herein by this reference. The Ordinance and Regulations require the following compliance measures, and Consultant hereby warrants, represents, stipulates, and agrees to strictly comply with these measures beginning on the Commencement Date of this Agreement:

1. **Minimum Compensation:** Consultant hereby agrees to pay an initial hourly wage to each employee performing services related to this Agreement in an amount no less than the amount stated on the attached Living Wage Bulletin (See **Exhibit B**) which is attached hereto and incorporated herein. The initial rate will be adjusted each year no later than April 1, and Consultant hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Living Wage Bulletin at the time the Living Wage Bulletin is issued.

2. **Notification:** Consultant shall provide the Living Wage Bulletin together with the “Notice of Coverage” to all employees in English, Spanish, and any other languages spoken by a significant number of the Consultant’s employees within thirty (30) days of the effective date of this Agreement for existing employees and within thirty (30) days of employment for new employees.
3. **Posting:** Consultant shall post the Living Wage Bulletin, together with a “Notice of Coverage”, in English, Spanish, and any other languages spoken by a significant number of the Consultant’s employees, in a prominent place in a communal area of each worksite covered by this Agreement.
4. **Subconsultants:** Consultant hereby agrees to require Subconsultants, 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 Subconsultants. Consultant shall include these Living Wage Compliance Provisions in any contract with such Subconsultants.
5. **Term of Compliance:** Beginning on the effective date of this Agreement, Contactor hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for as long as work related to this Agreement is being performed by Consultant’s employees, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such work is performed.
6. **Reporting:** Consultant shall provide the Annual Reports and attachments required by the Ordinance and Regulations.
7. **Penalties:** Consultant acknowledges and agrees that failure to comply with any provision of the Ordinance or Regulations may result in penalties specified in the Ordinance and Regulations, which penalties may include, without limitation, suspension or termination of this Agreement, forfeiture and/or repayment of City funds, disbarment, and/or the payment of liquidated damages, as provided in the Ordinance and Regulations.
8. **Acknowledgements:** Consultant acknowledges receipt of a copy of the Ordinance and Regulations.

32. UNIFORMS

Consultant will be responsible for providing uniforms and name tags for all Consultant staff at the Airport to include any subcontract staff members. Uniforms and other attire

provided by the Consultant to its staff at the Airport must be approved by the Manager in advance of performing services pursuant to the Agreement.

33. PURCHASE OF EQUIPMENT

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

34. NOTICE PROVISION

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

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

With a copy to:

Jeff Lea
St. Louis Airport Authority
P.O. Box 10212
St. Louis, MO 63145

And a copy to:

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

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

Ollie Dowell
Ollie Dowell Communications LLC
200 South Hanley Road
Suite 507
St. Louis, Missouri 63105

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

Confidential
garvinm@stlouis-mo.gov
2020-01-16 13:35:25 +0000

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

OLLIE DOWELL COMMUNICATIONS LLC ATTEST:

BY: Ollie Dowell 10-26-15 Date
BY: [Signature] 10-26-15 Date
Witness

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

The foregoing Agreement was approved on this 4th day of November, 2015,
by the Airport Commission.

BY: [Signature] 11/2/15 Date
Director of Airports

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

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

APPROVED AS TO FORM BY:

[Signature] 11-2-15 Date
City Counselor

COUNTERSIGNED BY:

[Signature] Date
Comptroller

ATTESTED TO BY:

[Signature] NOV 03 2015 Date
Register

CONFIDENTIAL
DOCUMENT NUMBER 69272

Exhibit A

**Affidavit
(Missouri Unauthorized Aliens Law)**

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2020-01-16 13:35:25 +0000

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

AFFIDAVIT

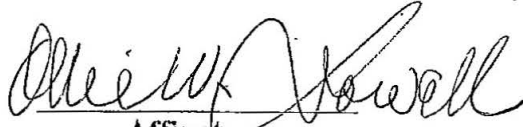
Before me, the undersigned Notary Public, personally appeared Ollie W. Dowell (Name of Affiant) who, by me being duly sworn, deposed as follows:

My name is Ollie W. Dowell (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/Managing Principal (Position/Title) of Ollie Dowell Communications, LLC (Consultant).

I have the legal authority to make the following assertions:

1. Ollie Dowell Communications, LLC (Consultant) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with Lambert-St. Louis International Airport Information Personnel Staffing Services (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, Ollie Dowell Communications, LLC (Consultant) does not knowingly employ any person who is an unauthorized alien in connection with the Agreement.


Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal
this 23 day of June, 2015


Notary Public

My Commission Expires:

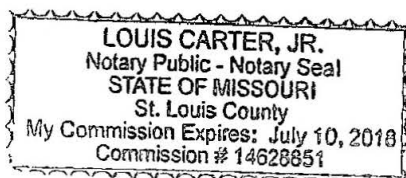


Exhibit B

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ADJUSTMENT BULLETIN

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

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance ("Ordinance") and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$12.56** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **\$16.58** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$4.02** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of **April 1, 2015**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <http://www.mwdbe.org> or obtained from:

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

Dated: February 2, 2015
