



SOLICITATION FOR BID FOR STORM DRAINAGE AND SANITARY SEWER SYSTEM MAINTENANCE SERVICES

BID INFORMATION

Solicitation: Storm Drainage and Sanitary Sewer System Maintenance Services

The Airport is requesting bids from qualified bidders to perform the above maintenance services.

Pre Bid Meeting: February 22, 2017, 11:00am
Airport Properties Conference Room
STL Terminal 1, Lower Level
Adjacent to the A Gates Security Checkpoint

RSVP to Sarah Mosley, slmosley@flystl.com

Questions Due: On or before March 7, 2017

Bid Due Date: March 21, 2017, 2:00pm

STL Contact: Gigi Glasper
Contracts Supervisor
Airport Properties Division
(314) 426-1802
gxglasper@flystl.com

February 13, 2017

PROSPECTIVE BIDDERS:

*Attached is the Solicitation for Bids for **Storm Drainage and Sanitary Sewer System Maintenance Services** at St. Louis Lambert International Airport. Sealed bids will be received at **the St. Louis Lambert International Airport, Airport Properties Division, 10701 Lambert International Drive, MTN 2501, St. Louis, Missouri 63145** until 2:00 p.m., March 21, 2017 at which time they will be publicly opened and read. Bids will be opened in the Airport Properties Conference Room (Room Number MTN 2450) at the above address.*

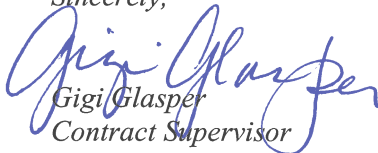
Bids must be submitted on the included APPENDIX "C."** Three copies (one original and two (2) copies) of the bid **must** be presented in a sealed envelope addressed to the Airport Contract Supervisor at the address provided above, with the words **"BID FOR STORM DRAINAGE AND SANITARY SEWER SYSTEM MAINTENANCE SERVICES"** clearly written across the left hand face of the envelope. **Any conditioned bid, any bid with erasures, alterations, or alternatives, or any bid not accompanied by all of the items identified on the enclosed Bidder's Checklist may be rejected. The City of St. Louis reserves the right to reject any or all bids, to cancel this Solicitation For Bids, and/or to advertise for new bids.

A Pre-Bid Meeting will be conducted on February 22, 2017 at 11:00 a.m. local time. Interested bidders shall assemble on that day at that time in the Airport Properties Conference Room (Room Number MTN 2450) at the above address.

The successful bidder(s) will be determined on the basis of the lowest and best bid submitted on APPENDIX "C" along with the bidders' ability to comply with Appendix "A," Technical Specifications and Appendix "B," General Specifications.

It is the policy of the City of St. Louis Airport Authority to provide disadvantaged, minority and women owned businesses the maximum opportunity to participate in contracting opportunities at Lambert- St. Louis International Airport. All inquiries regarding this solicitation are to be made in writing ten (10) working days prior to the bid opening and should be addressed to Gigi Glasper, Contract Supervisor.

Sincerely,



Gigi Glasper
Contract Supervisor

Enclosure

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
APPENDIX “A”	
1.0 DEFINITIONS	5
2.0 SOLICITATION	6
3.0 QUALIFICATIONS	8
4.0 INVESTIGATION OF CONDITIONS	10
5.0 SCOPE OF WORK	10
6.0 EXTRA WORK	15
7.0 TERM	16
8.0 ADMINISTRATIVE PROCEDURES	16
9.0 RULES AND REGULATIONS	18
10.0 REPAIR OF DAMAGE	19
11.0 PAYMENTS	19
12.0 NOTICE OF LOSS OR CLAIMS	20
13.0 REPLACEMENT OF PERSONNEL	20
14.0 PROHIBITED ACTS	21
15.0 RIGHT OF REVIEW	21
16.0 GOVERNING LAW AND FORUM SELECTION	22
17.0 WAIVERS OF LIEN	22
18.0 FACILITIES PROVIDED BY THE AIRPORT	22
19.0 PRECAUTIONARY MEASURES	22
20.0 STORAGE AND STAGING AREA	22
21.0 BADGING	23
22.0 UNIFORMS	24
23.0 PERFORMANCE & PAYMENT BOND	24

24.0 MISSOURI UNAUTHORIZED ALIENS LAW	25
25.0 GENERAL PROVISIONS	25
26.0 PREVAILING WAGE AND FRINGE BENEFITS	27
27.0 MEDIA INQUIRIES/ADVERTISING	27
28.0 CUSTOMER SERVICE	28
29.0 INSPECTIONS	29
30.0 FAILURE TO PERFORM	29
31.0 PRE-BID MEETING	30

APPENDIX “B”

1.0 INSURANCE AND INDEMNIFICATION	31
2.0 CANCELLATION	33
3.0 ASSIGNMENT AND SUBCONTRACTING	34
4.0 AFFIRMATIVE ACTION PROGRAM AND NON-DISCRIMINATION	34
5.0 MBE/WBE PARTICIPATION	36
6.0 RIGHT TO AUDIT CLAUSE	42
7.0 LIVING WAGE	43
8.0 CIVIL RIGHTS GENERAL PROVISIONS	44
9.0 CIVIL RIGHTS AND NON-DISCRIMINATION PROVISIONS	44
10.0 FEDERAL FAIR LABOR STANDARDS ACT PROVISION	47
11.0 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970	48
12.0 SEISMIC SAFETY	48
13.0 DISTRACTED DRIVING	48
14.0 CLEAN AIR AND WATER POLLUTION CONTROL	48

APPENDIX “C”

BID FOR STORM DRAINAGE AND SANITARY SEWER SYSTEM MAINTENANCE SERVICES	9 pages
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ATTACHMENTS/FORMS

BIDDER’S CHECKLIST	2 pages
ATTACHMENT 1	1 page
Proposal To Bond Form	
ATTACHMENT 2	4 pages
CREA Forms	
ATTACHMENT 3	1 page
M/WBE Utilization Plan	
ATTACHMENT 4	6 pages
M/WBE Good Faith Efforts Forms	
ATTACHMENT 5	2 pages
Notice of Intent To Perform As A Subcontractor/Material Supplier	
ATTACHMENT 6	1 pages
Authorized Submission Form	
EXHIBIT “A”	1 page
Missouri Unauthorized Aliens Law Acknowledgment & Acceptance Declaration	
EXHIBIT “B”	1 page
Missouri Unauthorized Aliens Law Affidavit	
EXHIBIT “C”	1 page
Living Wage Acknowledgment & Acceptance Declaration	
EXHIBIT “D”	1 page
Living Wage Adjustment Bulletin	
EXHIBIT “E”	3 pages
Locations of Oil Water Separators	
EXHIBIT “F”	7 pages
Locations of Detention Basins	

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

APPENDIX "A"

**TECHNICAL SPECIFICATIONS
(STORM DRAINAGE AND SANITARY SEWER SYSTEM MAINTENANCE
SERVICES)**

1. DEFINITIONS

The following terms and definitions are used in this solicitation:

- A. **"Agreement"** means the contract to be executed between The City of St. Louis and the Contractor for Storm Drainage and Sanitary Sewer System Maintenance Services.
- B. **"Airport"** means the property owned by the City at Lambert-St. Louis 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 Lambert-St. Louis International Airport.
- E. **"Commencement Date"** means the date the term of the Agreement begins which is July 1, 2017 as provided for in Appendix A, Section 7.
- F. **"Contractor"** used herein means the successful bidder.
- G. **"days"** means consecutive calendar days unless otherwise expressly stated.
- H. **"Director"** means the Director of Airports of the City of St. Louis and to his/her authorized representatives or designated representative.
- I. **"Expiration Date"** means the date the term of the Agreement ends which is June 30, 2020 as provided for in Appendix A, Section 7.
- J. **"Extras"** means additional service work or modifications, additions, or extras ordered in writing by the Director, as more fully described in Appendix A, Section 6 entitled "Extra Work."
- K. **"Holiday"** means New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

- L. **“Oil / Water Separator”** means wastewater treatment or secondary containment equipment used to separate oil from water consisting of a separation tank, which also includes the forebay and other separator basins, skimmers, weirs, grit chambers, and sludge hoppers.
- M. **“Provision”** means the terms, covenants, conditions, warranties, and provisions of the Agreement.
- N. **“Solicitation For Bid”** or **“SFB”** means this request for bids.
- O. **“Sanitary Sewer”** means a lateral, trunk line, branch line, or other conduit used to convey wastewater to downstream wastewater treatment plant.
- P. **“Storm Drain”** means a drain and collection system designed and operated for the sole purpose of collecting stormwater and which is segregated from the Sanitary Sewer System.
- Q. **“Successful Bidder”** means a responsive and qualified Bidder submitting the lowest and best bid in accordance with the Provisions of this SFB.

2. **SOLICITATION**

A. Bid Award

The Contractor will be determined on the basis of the lowest and best Bid submitted on Appendix C along with the Bidder's qualifications and ability to comply with the Appendix A, Technical Specifications and Appendix B, General Specifications (collectively referred to herein as the **“Bid”**). The award of a contract to the Contractor as well as the Provisions and terms of the contract to be awarded, must be approved by the City's Airport Commission and its Board of Estimate and Apportionment. The City reserves the right to award the Agreement to a qualified and responsive Bidder that submits the lowest and best Bid as determined by the City in its sole and absolute discretion.

B. Disqualifications

If a bidder (**“Bidder”**) submits more than one Bid under the same or different names, the City will not consider any of that Bidder's Bids. Bids will be rejected if there is reason to believe collusion exists among Bidders and no participant in such collusion will be considered in future bids for providing the Storm Drainage and Sanitary Sewer System Maintenance Services contemplated herein. The City reserves the right in its sole and absolute discretion to reject any Bid from any Bidder that is in arrears or is currently in default to the City upon any debt or contract; or that is a defaulter as surety or otherwise upon any obligation to the City within the last three (3) years or has failed in the City's sole determination

and discretion to properly, adequately, or faithfully perform any previous contract within the last three (3) years with the City. The City reserves the right in its sole and absolute discretion to reject any Bid from any Bidder that is currently involved in litigation with the City regarding any previous contract obligations.

C. Right To Reject Bids

The City reserves the right to reject any Bid which, in the City's sole and absolute opinion, the Bidder does not have the minimum qualifications as stated below, (See Section 3 entitled "Qualifications"), including the necessary experience, the financial capacity or the ability to perform the scope of work. The City may reject any conditioned Bid, any Bid with erasures, alterations, or alternatives, any Bid not accompanied by all the items identified on the Bidder's Checklist, or any Bid submitted without the required Bid information. In addition, any Bid not in compliance with the procedural requirements for submitting a Bid as set out in the cover letter to this Solicitation for Bids ("**SFB**"), will be rejected. The City reserves the right to perform one, all, or any combination of the following actions: reject any or all Bids, advertise for new Bids, or cancel this SFB. The City, however, reserves the right to waive minor irregularities and formalities. The City in its sole determination also reserves the right to establish a "cure" period, in the event that a Bidder or Bidders have not submitted the required Bid information for the purpose of obtaining complete Bid submittals and correcting other defects in a Bid, if necessary. The City, in addition to previously stipulated reservations, reserves the right to disqualify any Bidder and reject any Bid submittal that is not, in the City's sole and absolute judgment, competent, experienced, or qualified to perform the work or service contemplated herein, or not in the City's best interest. The City reserves the right to thoroughly investigate the financial status, experience, qualifications, competence, reputation, and record of the Bidder and the City reserves the right to reject any or all bids. This list of the City rights is not all inclusive.

D. Bidders Responsible For Bid

1. The Bidder will carefully examine the entire contents of this SFB, including any attachments, addenda and the premises of the Airport, and will judge for itself all circumstances and conditions affecting the Bidder's Bid.
2. All information or data in this SFB and any subsequent addenda is to be used by the Bidder at its sole risk, and the City does not accept any responsibility or liability in any fashion for its use in structuring a Bid by any Bidder in a response to this SFB.

E. Forfeiture

If a Contractor refuses or neglects to timely execute the Agreement with the City or fails to furnish the required insurance certificates and endorsements, bonds, affidavits, or other required or requested documents or information within twenty (20) days after notice to the Contractor of the award, the Bid Bond submitted (if any) with the Bid will be forfeited by the Bidder and retained by the City as liquidated damages. No pleas by a Bidder of error or mistake in its Bid or change in circumstances will be available to the Bidder as a basis for the recovery of its deposit. The City may, in its sole and absolute discretion, then award the Bid to the next lowest and best Bidder as determined by the City, if selected, who will be subject to the same procedures and timetables as provided for herein. If the second lowest and best Bidder also refuses or neglects to timely execute the Agreement or fails to furnish the required insurance certificates and endorsements, bonds, affidavits, or other required or requested documents or information, then the next lowest and best Bidder, if selected, will be subject to the foregoing Provisions, and so on, as determined by the City.

F. Not A Contract

This SFB is not to be construed or interpreted as a contract or a commitment of any kind on the part of the City or the Airport; nor does it commit the City to pay for any costs incurred by the Bidder in the submission of its Bid or any cost incurred prior to the approval and execution of a formal contract with the City. The award of the Agreement to the Contractor under this SFB as well as the Provisions of the Agreement to be awarded must be approved by the City's Airport Commission and its Board of Estimate and Apportionment.

G. The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. **QUALIFICATIONS**

All Bidders, at a minimum, must meet the following qualifications:

A. Bidder must have a minimum of five (5) years of experience within the last six (6) years in providing cleaning and pumping services for oil/water separators (“OWS”). Bidder must provide as a part of its Bid, a written synopsis, which illustrates that the Bidder has experience in cleaning and pumping oil/water separators, and of the same nature described in this solicitation and satisfies the minimum experience requirement of this SFB. (See Bidder's Checklist, Item 10).

- B. Bidder must have a minimum of three (3) years of experience within the last four (4) years in providing routine maintenance of stormwater detention basins. Routine maintenance should consist of trash, sediment, vegetation and other debris removal and maintenance activities in stormwater basins. Bidder must provide as a part of its Bid, a written synopsis, which illustrates that the Bidder has experience in maintenance of stormwater detention basins.
- C. Bidder must have the financial capability to perform the “Scope of Work” as described in Appendix A, Section 5 of this SFB and must submit the last two (2) years financial statements, prepared in accordance with generally accepted accounting principles, including an independent CPA’s statement attached, if said CPA’s statement is available. Examples of acceptable financial statements include Balance Sheets, Statement of Changes in Financial Position, and Income Statements, as well as all accompanying footnotes. (See Bidder’s Checklist, Item 9.)
- D. Bidder and all proposed subcontractors must be licensed to do business in the State of Missouri at the time of execution of the Agreement and must submit a current Certificate of Good Standing from the Missouri Secretary of State, if applicable. The Bidder and all proposed subcontractors must also submit proof of registration with the Missouri Secretary of State. (See Bidder’s Checklist, Item 11.)
- E. Bidder must submit, at a minimum, three (3) business references, including contact name, telephone number, and address. These references must be from customers to whom the Bidder has provided Storm Drainage and Sanitary Sewer System Maintenance Services of the same nature and type described in this SFB. (See Bidder’s Checklist Item 8.)
- F. The Bidder must have knowledge and experience in conducting maintenance of Oil/Water Separators (“OWS”), to satisfy requirements of various Maintenance Agreements with the Metropolitan St. Louis Sewer District and Missouri Department of Natural Resources Compliance Permits and should provide documentation to substantiate this as part of their bid. (See Bidder’s Checklist, Item 15.)
- G. The Bidder must possess all applicable permits and certifications required by federal, state and local regulatory authorities for the collection, transport, and disposal of sediments, petroleum special waste, and sanitary sewer waste materials collected as part of scope of work outlined in Appendix A, Section 5 of this SFB.

4. INVESTIGATION OF CONDITIONS

- A. The Bidder should investigate all conditions for the work contemplated herein, to carefully read the specifications, and to inform itself fully of the conditions under which the work is to be performed. No additional compensations will be given to a Bidder who has failed to be informed of items prior to submitting a Bid or for a change in the Bidder's circumstances.
- B. The submission of a Bid means that the Bidder has made such examinations and investigations, and agrees to fulfill all requirements of the Agreement in full accordance with the Provisions of the Agreement and the specifications, and that the Bidder is entirely familiar with and thoroughly understands all such requirements.

5. SCOPE OF WORK

Contractor shall perform the following work or services subject to and in accordance with the Provisions of the Agreement. All work conducted under the agreement will be conducted under individual work orders requested by the Airport Representative in writing.

For each system requiring maintenance, the Airport has listed a frequency of expected service in the Table below. The Airport reserves the right to change the frequency of service (increase or decrease) for additional costs as listed in Appendix C. The selected contractor will bill the Airport for rendered services at their unit rates (see Appendix C). In the case of an emergency, the contractor must respond as described in Section C, below. In general, the Contractor will be provided a minimum of five (5) days advance notice when additional services and frequencies under this task are required.

- A. **Oil-Water Separators Maintenance.** The Contractor shall supply all supervision, labor, tools, supplies, parts, equipment, and material necessary to perform cleaning of oil/water separators and hydrodynamic separators to ensure that the operation and capacity of these systems function properly. Maintenance, cleaning, and emergency response work must be conducted in accordance with federal, state, and local regulation and manufacturer's specifications.
- B. Scheduled maintenance and cleaning services for Oil/Water Separators (OWS) and Hydrodynamic Separator performed by the Contractor shall include the following:
 - 1. **Oil-Water Separators, Maintenance Services Request for Bid, Statement of Work:**

- a. The Airport has several oil-water separators that require periodic pumping and maintenance services. The locations of oil-water separators included in this Solicitation For Bids are shown in **Exhibit E**.
- b. This task includes removal and disposal of collected oils, grit, sediments, sludge, or other foreign materials. The Airport will perform necessary sampling and will obtain required permits for disposal.
- c. The Airport expects to procure OWS services from the Contractor at a frequency as depicted in Table 1.
- d. Because each OWS at the Airport receives different materials in different quantities, the cleanout schedule may vary, as noted above.

Table 1

Oil/Water Separator	Frequency
Location	
Auto Shop – Interior of shop, NW corner	Quarterly
Lindbergh Tunnel	As Needed
Taxiway Charlie / Taxiway Romeo	Annually
Parking Lot E	Annually
Cypress Parking Lot	Annually
Building 45K	Annually
Airfield Maintenance –AFM building in storage room at the NW corner	Quarterly

- e. The Contractor may conduct documented inspections of the OWSs to satisfy inspection requirements of various Maintenance Agreements with the Metropolitan St. Louis Sewer District, Missouri Department of Natural Resources Compliance Permits, and Airport plans, procedures, and operational best management practices.

C. **Callout Work Service.** The Contractor shall provide *Callout Work* services twenty-four (24) hours a day, seven (7) days a week including holidays. *Callout Work* means unscheduled work that requires the Contractor to respond to the service location within two (2) hours after receiving notification from the Airport Representative. The Contractor shall notify the Airport Representative, as directed by the Airport Representative, upon arrival and departure from the service location. Examples of this work include opening a clogged sanitary or storm drain line that is

causing a backup. The selected contractor will bill the Airport for rendered services at their unit rates (see Appendix C).

D. **Detention Basin Maintenance.** Scheduled maintenance and cleaning services for detention basins to be performed by the Contractor will include the following:

1. **Detention Basins, Maintenance Services Request for Bid, Statement of Work:**

- a. The Airport maintains several stormwater detention basins. Trash, sediment, vegetation and other debris accumulates in these basins and the Airport wishes to retain the services of a contractor to assist with the routine maintenance of these basins. Two scope items are included in this request and responding bidders must provide costs for both items. The contractor will be required to supply load tickets and manifests for all disposal costs incurred for this project. The disposal facility utilized by the contractor for this project must be permitted by the Missouri Department of Natural Resources to receive the disposal materials. The Airport must pre-approve all disposal facilities utilized by the contractor. Aerial photographs of each basin, along with links to Google Earth, are provided in **Exhibit F**.
- b. Item 1. Remove trash, litter and debris from basins at the Airport's written request as needed, or at a minimum of annually. The contractor will provide all labor, equipment and materials necessary to collect trash, dead vegetation and other light debris from the listed basin sites and associated inlet/outlet structures. Trash and other materials will be collected from each of the listed basin once per year. All materials will be collected manually; bidders can assume that heavy equipment such as loaders will not be required. If the Airport concludes that manual collection is not feasible, a task may be issued under the Extra Work provisions described in Section 6, below. The Trademart and two Cambridge Crossing basins are heavily vegetated. Removal of vegetation in these basins is not included in this scope.

Table 2

Basin	Frequency
Cowmire Creek	Annually
Cypress Lot	Annually
North Basin	Annually
South Basin	Annually
Haith Cargo Area - West	Annually
Haith Cargo Area - Northeast	Annually
Haith Cargo Area - Southeast	Annually
East Basin, North of Cargo City	Annually
East Basin, West of Cargo City	Annually
Trademart	Annually
Cambridge Crossing -Southeast	Annually
Cambridge Crossing - Northwest	Annually
Springdale East	Annually
Springdale West	Annually

- c. Item 2. Remove accumulated sediment from selected basins, as detailed below. The Contractor shall provide all labor, equipment and materials to remove sediment which has accumulated in drain channels and inlet/outlet structures of the basins. Representative photos of the basins are provided **Exhibit F**. Contractor's bid will include costs for disposal of materials collected under this scope of work item.

Table 3

Basin	Remarks	Reference Photo
Haith Cargo Basin North	Clear debris from 310' of channel.	1
Haith Cargo Basin South	Grass channel not included in scope. Clear debris from inlet/outlet structures.	2, 3
Haith Cargo Basin West	Clear debris from 410' of channel.	4
Cypress Park Basin	Remove debris from outlet structures.	5
North Basin	Clear debris from 1,310' of channel. Clear debris from inlet structures.	6,7
South Basin	Clear partially obstructed inlet	8
Trademart	Clear partially obstructed outlet	9
Cambridge Crossing -Southeast	Remove accumulated sediment	
Cambridge Crossing - Northwest	Remove accumulated sediment	

- E. **Jetting of sanitary sewer lines.** The Airport has sanitary sewer lines that require periodic line jetting services. The locations of sanitary lines included in this Request for Bid are shown below in Table 4.

Table 4

Line	Frequency
North Firehouse	Quarterly
South Firehouse	Quarterly
West Firehouse	Quarterly
Shops drive	Quarterly
T1 near Director's Parking spots	Quarterly
Entry 11 bathroom	Quarterly
E102 at beginning of C Concourse	Quarterly
Gate 7S guard shack	Quarterly
Triturator lines	Quarterly
C18 Bathrooms	Quarterly

- F. **Cleaning of grit chambers, scupper drains, and miscellaneous features.** The Airport has several grit chambers, scupper drains and miscellaneous features that need recurring maintenance as depicted in Table 5, below. Scupper drains are required to be vacuumed with a vacuum truck. A vacuum truck is also needed to suck the grit and sand from the grit chambers. A vacuum truck is needed to clean the estimated 20 catch basins on Lambert International Boulevard and miscellaneous areas.

Table 5

Feature	Frequency
Scupper Drains inside Auto Shop	Quarterly
Scupper Drains on the exterior of the Auto Shop	Quarterly
Wash Bay Grit Chamber & Main Drain	Quarterly
Airfield Maintenance chamber near service road to airfield	Quarterly
Catch Basins (Twenty)	Annually (March)

- G. **Cleaning of sewer lift pumps.** The Airport has several sewer lift pumps that need to get hi-pressure washed, have solids broken up, sucked out with a vacuum truck and sanitized as depicted in Table 6, below.

Table 6

Lift Pump	Frequency
Two (2) at Terminal 2 (International Arrivals and T2 Loading Dock)	Every 6 months
Two (2) at Terminal 1 (T1 Loading Dock and Police Department Garage area)	Every 6 months
One (1) outside West Firehouse	Every 6 months
One (1) at Field Maintenance	Every 6 months
One (1) at Lindbergh Tunnel	Every 6 months

- H. All materials removed by the Contractor will become the property of the Contractor and it will be the Contractor's responsibility to timely and properly dispose of such debris at an approved waste disposal area which satisfies the Environmental Protection Agency's (EPA) requirements and any other applicable federal, state, or local laws, regulations, or requirements. Contractor will not dump, store or stockpile any waste materials on City property under any circumstances. The Contractor shall provide copies of written documentation of proper disposal of materials off-site to the Airport Representative.
- I. The Contractor must control any materials disturbed during maintenance, cleaning, and other site work and restore in accordance with Storm Water Permit, Land Disturbance Permit, and applicable federal, state and local regulations. Site restoration includes site grading, hydro seeding, wood chipping, etc.
- J. The Contractor must possess all applicable permits and certifications required by federal, state and local regulatory authorities for the collection and transport of waste materials collected as part of scope of work outlined in this section.
- K. Contractor will not be compensated for work or expenses or use of vehicles not called for in the Agreement incurred without or prior to written authorization by the Airport Representative.

6. EXTRA WORK

- A. At the written request and direction of the Director, additional Storm Drainage and Sanitary Sewer System Inspections, Maintenance and Emergency Spill Response Control and Countermeasure Services work or modifications, additions, or extras

(“Extras”) may be required. The fee or charge for Extras will be agreed upon up front in writing on a case by case basis as described herein and in Appendix A, Section 11.A of this SFB. For all work conducted under the Agreement, the total amount to be paid to the Contractor must not exceed the total Contract Not-To-Exceed Amount of the Agreement. (See Appendix A, Section 11.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 Contractor without extra charge. The Contractor 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 Contractor unless such Extras have been ordered in advance by written request of the Director. The Contractor will furnish the Director with itemized bills for all items included under this heading, and such bills may be verified or audited by the City. All bills for Extras done in any month, will be submitted to the Director, in writing, before the 15th day of the following month, and the amounts therein must be in accordance with the daily time, material, and equipment statements duly approved by the Director. As proof of costs, the Contractor must submit copies of itemized invoices received from the Contractor’s approved subcontractor(s) which have been previously reviewed and approved by the Contractor. Extras will be paid for on the basis of a fixed amount or rate or charge or any combination thereof to be agreed upon and approved by the Contractor and the Director in writing prior to such Extras being performed. (See Appendix A, Section 11.A).

7. **TERM**

The term of the 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. The 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”: **July 1, 2017** “Expiration Date”: **June 30, 2020**

8. **ADMINISTRATIVE PROCEDURES**

- A. Before work under the 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 the 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 with respect to conditions, transactions, situations or circumstances encountered by the Contractor relating to the services to be performed under the Agreement.
- C. The Contractor'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 the 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 the 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 the placing of 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 Storm Drainage and Sanitary Sewer System Inspections, Maintenance and Emergency Spill Response Control and Countermeasure Services performed by the Contractor or its officers, employees, contractors, representatives, or agents under the Agreement. (See Appendix B, Section 1 entitled "Insurance and Indemnification.")
- F. The Contractor will furnish, and have on the job at all times, ample equipment to properly and safely carry out the work contemplated herein including such tool or equipment as may be necessary to meet emergency requirements.
- G. The Contractor will give personal attention to the performance of the Agreement and will furnish to the Airport Representative a listing of all employees (including subcontractor's employees) performing services under the Agreement. (See also Appendix B, Section 3.) The Contractor will maintain and update this listing throughout the term of the Agreement. The Contractor will be present at the work site continuously during working hours throughout the 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 the Agreement.
- I. The Contractor will attend a pre-performance conference prior to commencement of any work under the 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 the Agreement is on an active Airport. Therefore, prior to the start of any work under the 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 5, entitled "Scope of Work".)
- K. In case of an emergency, the Director, Operations Supervisor, or either of their representatives, will have authority to order the 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 the Agreement, and his decisions will be final, except as provided for in Appendix A, Section 15.
- M. The City reserves the right to solicit bids and award contracts to other contractors for any modifications or additions to the Storm Drainage and Sanitary Sewer System Maintenance Services. The City reserves the right to furnish components, parts, supplies, and materials at its discretion or to perform the work contemplated herein. (See Appendix A, Sections 11.B. and 25.G).

9. RULES AND REGULATIONS

- A. The Bidder will comply with all applicable rules and regulations including, resolutions, plans, operating directives, Airport certification manual, and directives promulgated or established by the Airport Authority, the Airport Commission, the Director, or the City, as they may be amended from time to time, in performing the work or services contemplated herein or the Provisions of the Agreement. The Bidder will comply with all statutes, laws, ordinances, orders, judgments, decrees, permits, regulations, environmental plans and programs, environmental permits, directions, and requirements of the City as may be amended from time to time, and all federal, state, city, local and other

governmental authorities, now or hereafter applicable, in performing the Provisions of the Agreement and the work or services contemplated herein.

- B. The Contractor will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and TSA 1500 as they may be amended from time to time. Any and all violations by the Contractor or its officers, employees, subcontractors, independent contractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Contractor, or its officers, employees, agents, or representatives, will be the responsibility of the Contractor. City will be reimbursed within ten (10) days of the City's request, for any such fines or penalties imposed on the City.
- C. The Contractor will be responsible for the work of all subcontractors and agents, and all work must be kept under the Contractor's control. A complete list of all such subcontractors will be submitted to the Airport Representative for his/her prior written approval (See Appendix B, Section 3 herein).
- D. The Contractor will not be entitled to any claim for damages or losses whatsoever against the City or its officers, employees, agents, representatives, due to hindrance or delay from any cause whatever in the progress of the work or any portion thereof including without limitation, loss of profits, and actual, consequential, special, or incidental damages.

10. REPAIR OF DAMAGE

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

11. PAYMENTS

- A. The Contractor shall submit to the Airport Representative for payment by the City, a monthly-itemized invoice for work performed under the Agreement at the rates and amounts outlined in the attached Appendix C, subject to and in accordance with the Provisions of the Agreement. The invoice must state: a) Contract Number; b) Ordinance Numbers, c) service performed, and d) date the service was performed. For Extras authorized in writing by the Director, the Contractor shall invoice the City at the rates, charges, and amounts as authorized in writing by the Director as set out in Appendix A, Section 6. All payments are contingent upon the appropriations of sufficient funds by the City annually.
- B. Nothing in the Agreement will be construed or interpreted to create a debt, liability, or obligation of any kind whatsoever on the City for the City to order or request any particular amount of work or services. (See also Appendix A, Sections 8.M. and 25.G.)

- C. The Contractor will submit invoices for the services and work performed pursuant to the Agreement in a timely manner and as provided for in the Agreement. The City will not be required or obligated to pay any invoice submitted to the City by the Contractor more than six (6) months after the expiration or earlier termination of the Agreement or be responsible for any costs or expenses incurred by the Contractor for services or work performed pursuant to the Agreement for which invoices have not been submitted to the City for payment within six (6) months of the expiration or earlier termination of the Agreement.
- D. The total Contract Not-To Exceed Amount of the Agreement is \$_____.

12. NOTICE OF LOSS OR CLAIMS

- A. The Contractor will indemnify, defend, and save harmless the City, its officers, employees, and agents from all suits or actions, or losses brought against or suffered by the City, its officers, employees or agents, for or on account of any injuries or damages received or sustained by any party or parties by or from the Contractor, his employees, representative, or agents, in the performance of the work 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 provide written notification to the Director of all suits or action or losses arising out of the Agreement within seven (7) days of service or demand.

13. REPLACEMENT OF PERSONNEL

Contractor will agree to promptly replace the manager or any employee working under the 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.

14. PROHIBITED ACTS

- A. Contractor will not do or permit to be done any act which:
1. Will invalidate or be in conflict with any insurance policies covering the Airport or the City, or any part thereof, or upon the contents of any building thereon;
 2. Will increase rates of any insurance, extended coverage or rental insurance on the Airport or the City, or any part thereof, or upon the contents of any building thereon;
 3. In the opinion of the Airport Representative, will constitute a hazardous condition, so as to increase risks normally attendant upon the operations enumerated in the 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.

15. RIGHT OF REVIEW

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

16. GOVERNING LAW AND FORUM SELECTION

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

17. WAIVERS OF LIEN

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

18. FACILITIES PROVIDED BY THE AIRPORT

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

19. PRECAUTIONARY MEASURES

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

20. STORAGE AND STAGING AREA

- A. The Airport Representative will assign storage and transfer area ("**Transfer Area**") in writing (if applicable). If assigned, the Transfer Area will be used for

storage of the Contractor's equipment and property, and will be maintained by the Contractor at its cost and to the City's standards as provided for in the Agreement. Assignment of the Transfer Area will be based on availability of space.

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

21. BADGING

- A. The Contractor will comply with all applicable federal, state and local governmental laws and regulations and Airport rules and regulations as may be amended from time to time. (See Appendix A, Section 9.A)
- B. The Contractor at its cost will supply to and update as needed for the Airport Police Security Operations Bureau, a list of the Contractor's employees to be issued an Airport Employee Badge.
- C. The Contractor at its cost, if requested by the City, will provide verification of a five (5) to ten (10) year employee background check of each employee to be issued an Airport Employee Badge.
- D. The Contractor will, when requested and ordered by the Airport Representative, schedule with the Airport Police Security Operations Bureau to have each employee, to be issued an Airport ID Badge, fingerprinted, for a criminal history check. This process will be used to issue Airport Identification Badges to all Contractor employees assigned to work within the Security Identification Display Area ("**SIDA**"). The Contractor will maintain at all times adequate control of said identification badges. All employees issued identification badges will be required to attend the SIDA class offered by the Airport Police. The Contractor will bear the cost of providing badges for the Contractor's employees working under the Agreement. The cost for badging is approximately \$80.00 per employee and includes the cost of the badge, background check, fingerprinting and the SIDA course. Replacement cost for lost, stolen, or damaged identification badges will be the sole responsibility of the Contractor.
- E. The Contractor will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and TSA 1542 as they may be amended

from time to time. Any and all violations by the Contractor or its officers, employees, subcontractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Contractor, or its officers, employees, agents, or representatives, will be the responsibility of the Contractor. The City will be reimbursed (within ten (10) days of the City's request) for any such fines or penalties imposed on the City (See Appendix A, Section 9.B).

- F. Due to the amount of time needed to complete the badging process, it is recommended that the Contractor begin the process at least thirty (30) days prior to July 1st of each year that the Agreement is in effect.

22. UNIFORMS

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

23. PERFORMANCE & PAYMENT BOND

- A. At or prior to the execution of the Agreement, the Contractor will immediately execute a Performance Bond and a Payment Bond each in the amount of Ninety Thousand Dollars (\$90,000.00) with surety satisfactory to the City conditioned on the full and faithful performance of all Provisions of the Agreement to be executed. Affirmation by the Surety Company to execute the Performance Bonds and the Payment Bonds must be executed by Attorney-In-Fact for the surety company before a licensed Notary Public. The Payment Bonds must comply with the coverage requirements and conditions of Section 107.170 RSMo. The City will allow submittal of one year renewable bonds to meet the requirements of this Section 23. The Contractor will notify the City no later than thirty (30) days prior to the termination, cancellation, or non-extension of the Performance Bonds or Payment Bonds and if the Contractor's Performance Bonds or Payment Bonds are terminated, cancelled, not renewed or extended, the Contractor shall promptly provide the City with a replacement bond(s) in full compliance with this Section 23. Any sum or sums derived from said Performance or Payment Bonds will be used for the completion of the Agreement and the payment of laborers and material suppliers, as the case may be.
- B. Copies of the Performance Bonds and the Payment Bonds, in a form acceptable to the City, must be given to the Airport Representative for approval before the work of the Agreement begins.
- C. Bidder will submit along with the Bidder's Bid, a completed "**Proposal To Bond Form**" attached hereto as Attachment 1 and incorporated herein, executed by the Bidder's Surety Company or a Proposal To Bond on the Surety Company's

stationary. (See Bidder's Checklist Item 2 and Attachment 1, entitled "Proposal to Bond Form" incorporated herein).

24. MISSOURI UNAUTHORIZED ALIENS LAW

- A. Requirements: Bidders are hereby advised that the Agreement that will be executed with the successful Bidder pursuant to this SFB is subject to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended (the "**Missouri Unauthorized Aliens Law**"). As a condition for the award of the Agreement, the successful Bidder, will, pursuant to the applicable provisions of 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 the Agreement. The successful Bidder will also affirm in said affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the 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 B** entitled "Affidavit". (See Bidder's Checklist Item 13.) Each Bidder must submit the attached "Missouri Unauthorized Aliens Law Acknowledgment & Acceptance Declaration" with its Bid (see attached **Exhibit A**, incorporated herein and Bidder's Checklist Item 12.) Failure to submit this declaration with your Bid will result in rejection of the Bid. A successful Bidder's failure to comply with the provisions of the Agreement related to the Missouri Unauthorized Aliens Law may result in the termination of the 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 for violation of the Missouri Unauthorized Aliens Law as set forth therein. The successful Bidder will promptly and timely deliver a fully executed original of the Affidavit (see Exhibit B) including required documentation in accordance with the Missouri Unauthorized Aliens Law, within twenty (20) days after notice to the successful Bidder of the award and prior to performing any work under the Agreement.
- B. Information regarding the Missouri Unauthorized Aliens Law is available on the Missouri Attorney General's web site at <http://ago.mo.gov/faqs/unauthorized-alien-workers.htm>. Information regarding E-Verify can be found on U.S. Citizenship and Immigration Services' web site at <https://everify.uscis.gov/enroll/>.

25. GENERAL PROVISIONS

- A. The Contractor is, and at all times hereunder, will be and remain an independent contractor and nothing herein will be interpreted or construed to

mean that the Contractor or any of its employees or agents is an employee or agent of the City.

- B. The Contractor will coordinate the services performed under the Agreement with the Airport Representative designated by the Airport Director.
- C. The Agreement will be the entire agreement and no amendment or modification will be made (except as expressly provided for herein) unless in writing and signed by the parties hereto.
- D. The City of St. Louis and the Contractor will agree that the Agreement and all contracts entered into under the Provisions of the Agreement will be binding upon the parties hereto and their successors and permitted assigns.
- E. A waiver by either party of the Provisions hereto to be performed, kept, or observed by the other party will not be construed as or operate as, a waiver of any subsequent default or breach of any of the terms, covenants, or conditions of the 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 the Agreement. Such records must be maintained by the Contractor for at least three (3) years after the expiration or termination of the Agreement. The City reserves the right to investigate, audit, and review, upon written request, such records and documents, to determine compliance with the Agreement. (See Appendix B, Section 6 entitled "Right To Audit Clause").
- G. The City retains the right to receive bids and award contracts on any modifications, deletions, or additions to the Storm Drainage and Sanitary Sewer System Maintenance Services contemplated herein. In addition, the City retains the right to furnish materials or supplies at its discretion, or perform for itself, any work contemplated herein. (See Appendix A, Sections 8.M and 11.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 the Agreement, if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of a public enemy, acts of a superior governmental authority, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible and which is not within its control. (See Appendix A, Section 25K).
- J. If any Provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such Provision will in no way affect any other

Provision, herein contained, provided the invalidity of such Provision does not materially prejudice either party hereto in its respective rights and obligations contained in the valid Provisions of the Agreement.

- K. Time is of the essence in the Agreement. The parties agree that time will be of the essence in the performance of each and every obligation and understanding of the 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 the Agreement, such Approval must be in writing and signed by the party making the Approval. Whenever the Approval of the City or the Director of Airports is required, the Approval must be from the City’s Director of Airports or his/her authorized or designated representative.

26. **PREVAILING WAGE AND FRINGE BENEFITS**

The Contractor agrees that all employees and subcontractor’s employees performing any work under and subject to the terms of the Agreement at the Airport will be paid not less than the prevailing hourly rate of wages and fringe benefits as determined by the United States Secretary of Labor, or his/her authorized representative, in accordance with prevailing rates in the locality of the metropolitan St. Louis area pursuant to 41 U.S.C. 351 ex seq., as amended, except for any person engaged in an executive, administrative or professional capacity. This Section 26 is subject to and is in accordance with City Ordinance No. 62124.

27. **MEDIA INQUIRIES / ADVERTISING**

- A. If contacted by any media entity or other third party (“**Media Entity**”) about the Agreement or the services or work performed by the Contractor under the Agreement (“**Airport Project**”), the Contractor will refer the Media Entity to the Airport’s Public Relations Manager. This includes, without limitation, trade publications.
- B. Any printed articles, press releases, web articles, social media communications or case studies about an Airport Project must be approved in writing by the Airport’s Public Relations Manager prior to being made public by the Contractor. Contractor will have no right to use the trademarks, symbols, logos, trade names or the name of the City or the Airport, either directly or indirectly, in connection with any production, promotional service, publication or advertising without the prior written consent of the Airport’s Public Relations Manager.
- C. Contractor will treat all knowledge of the City’s intentions, operations or procedures, and business as confidential and at no time divulge such information without the prior written consent of the Director, unless otherwise required by a

court order or subpoena. Contractor will timely inform the City of any such order or subpoena prior to releasing said confidential information.

- D. Advertisements discussing an Airport Project must be approved by the Airport's Public Relations Manager in writing prior to publication or must include a prominent disclaimer that neither the City nor the Airport necessarily endorses the Contractor's work.
- E. Any quotes or testimonials from City or Airport staff may not be used unless pre-approved in writing by the Airport's Public Relations Manager.
- F. Photos taken by Contractor of Airport Projects must be pre-approved in writing by the Airport's Public Relations Manager. Contractor acknowledges and understands that some photos may contain security-sensitive information and publication may violate federal laws or regulations or Airport security rules or procedures.
- G. The Airport's Public Relations office must be given at least three (3) business days notice to review request and materials. The Airport's Public Relations office coordinates media, web, postings, printed materials, advertisements and other public communication about Airport Projects. Public Relations main number is: 314-426-8125.

28. CUSTOMER SERVICE

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

29. INSPECTIONS

- A. The Airport Representative will at all times have free access to the work, as well as the equipment, and shops of the Contractor to determine Contractor's compliance with the Provisions of the Agreement. The Airport Representative may perform periodic inspections of the work as outlined in the 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 5 & 8).

30. FAILURE TO PERFORM

- A. If the Airport Representative determines at his/her sole discretion that the quality or quantity of any work required to be performed under the Agreement is unacceptable or that the Contractor has failed or refused to perform the job or work, the City may take reasonable and necessary actions to perform the work or remedy the Contractor's failed or under performance(s) (see Appendix A, Sections 6.C and 6.L). 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 the Agreement or the City may invoice the Contractor for such costs which will be due within thirty (30) days of the City's written request. Subsequent to receipt of notice that the City will perform the work or remedy the breach or default, the Contractor must not undertake further performance of such work without the specific prior authorization from the Airport Representative.
- B. The work, if necessary, and any other actions taken by the City pursuant to this subsection may only be performed after first providing at least five (5) working days notice to Contractor of such failure to comply during which time the Contractor may demonstrate to the City why no such alleged failure is present or to timely remedy such alleged failure. However, the City's right to perform such work will not arise, if such failure cannot be reasonably cured within five (5) working days and the Contractor promptly and with due diligence takes prompt and appropriate corrective action and diligently pursues until the failure is corrected to the City's reasonable satisfaction.

31. **PRE-BID MEETING**

A pre-bid meeting will be held on February 22, 2017 at 11:00 A.M. in the Airport Properties Division Conference Room, Terminal 1, Room MTN 2450. **Pre-Bid Conference attendance is voluntary, but highly recommended.** If you have questions regarding the conference or wish to attend, please contact the Airport Properties Division at 314-426-8184.

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

APPENDIX "B"

**GENERAL SPECIFICATIONS
(STORM DRAINAGE AND SANITARY SEWER SYSTEM MAINTENANCE
SERVICES)**

1. INSURANCE AND INDEMNIFICATION

- A. The Contractor, at its expense, at all times during the term hereof, will cause St. Louis County, the City, and its Board of Alderman and the Airport Commission, and the State of Missouri for the benefit of the State of Missouri's Legal Expense Fund and the Missouri Highway and Transportation Commission, and their respective officers, employees, and agents and the Contractor to be insured **on an occurrence basis** against all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities or omissions of the Contractor, its officers, agents, employees, contractors, subcontractors, licensees, invitees, representatives, and independent contractors pursuant to the 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 Three Million Dollars (\$3,000,000.00) comprised of such primary and excess policies of insurance as the Contractor finds it feasible to purchase during the term of the Agreement** and will name St. Louis County, the City, and its Board of Alderman and the Airport Commission, and the State of Missouri for the benefit of the State of Missouri's Legal Expense Fund and the Missouri Highway and Transportation Commission, and their respective officers, employees, and agents (the "**CITY**" as used in this Section) by endorsement as an "Additional Insured". Prior to execution of the Agreement, Contractor will provide certificates of said insurance and all endorsements required pursuant to the Agreement to the Airport Representative in form and content satisfactory to the City. In addition, the Contractor will also mail or fax a copy of the Certificate of Insurance and all required endorsements to:

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

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

Contractor's failure to comply with the provisions of this subsection. The indemnification provisions of the Agreement apply to this subsection. It is expressly agreed that the employees of the Contractor are not employees of the City for any purpose, and that employees of the City are not employees of the Contractor.

2. CANCELLATION

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

supplies, materials, maps, plans and specifications, manuals, schedules, records, files, logs, work product, or property paid for, supplied or owned by the City will be returned to the City by Consultant within one (1) business day.

3. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

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

A. Definitions:

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

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

B. Policy:

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

C. Goal:

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

D. Obligation:

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

E. Eligibility:

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

F. Counting MBE/WBE Participation toward Goals:

MBE/WBE participation towards the attainment of the goals will be credited on the basis of the total subcontract prices agreed to between the Contractor and subcontractors for the contract items being sublet as reflected on the “**MBE/WBE Utilization Plan**” attached hereto as **Attachment 1** and incorporated herein. (See Bidders Checklist Item 4). ***Firms must be certified prior to the bid opening in order to be used to fulfill the participation goals.***

G. Post Award Compliance:

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

H. Substitution of MBE/WBE Firms after Award:

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

I. Good Faith Efforts:

When the M/WBE goals cannot be met, the Bidder must document and submit justification utilizing the Contractor's "**Good Faith Efforts Report Form**" attached hereto as **Attachment 2** and incorporated herein and provide a statement as to why the goals could not be met. (See Bidder's Checklist Item 5). The quality and intensity of the Contractor's good faith efforts will be evaluated by the City. The contractor must demonstrate the good faith efforts taken to meet the M/WBE goals, including but not limited to the following:

1. Efforts made to select portions of the work proposed to be performed by M/WBEs in order to increase the likelihood of achieving the stated goal, including, where appropriate, but not limited to, breaking down contracts into economically feasible units to facilitate M/WBE participation. Selection of portions of work are required to at least equal the goal for M/WBE utilization specified in the contract.
2. Written notification at least fourteen (14) calendar days prior to the opening of bids, soliciting individual M/WBEs interested in participation in the contract as a subcontractor, regular dealer, manufacturer, consultant, or service agency and for what specific items or type of work.
3. Written notification to disadvantaged economic development assistance agencies and organizations which provide assistance in recruitment and placement of M/WBEs, of the type of work, supplies, or services being considered for M/WBEs on this contract.

4. Efforts made to negotiate with M/WBEs for specific items of work including evidence on:
 - a. The names, addresses, telephone numbers of M/WBEs who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the M/WBEs to determine with certainty whether the M/WBE is interested. Personal or phone contacts are expected.
 - b. A description of the information provided the M/WBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed.
 - c. A statement of why additional agreements with M/WBEs were not reached, and
 - d. Documentation of each M/WBE contacted but rejected and the reasons for the rejection.
5. Absence of any agreements between the contractor and the M/WBE in which M/WBE promises not to provide subcontracting quotations to other bidders.
6. Efforts made to assist the M/WBEs that need assistance in obtaining bonding, insurance, or lines of credit required by the contractor.
7. Documentation that qualified M/WBEs are not available, or not interested.
8. Attendance at any meeting scheduled by the user department, or the SLDC to encourage better contractor-subcontractor relationships, forthcoming M/WBE utilization opportunities (i.e. pre-bid, workshops, seminars), etc.
9. Advertisement, in general circulation media, trade association publications, disadvantaged-focused media, of interest in utilizing M/WBEs and area of interest.
10. Efforts to effectively use the services of available disadvantaged community organizations; disadvantaged contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of M/WBEs.
11. Examples of actions not acceptable as reasons for failure to meet the M/WBE goal.
 - a. M/WBE unable to provide performance or payment bonds or both.

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

J. Award Procedure and Documentation:

The Contractor is required to submit with its bid the following information to demonstrate the Contractor's intended participation by MBEs or to demonstrate that good faith efforts have been made to attain the MBE/WBE goal. The information to be furnished must consist of:

- 1. The names and addresses of the MBE/WBE firms to be used on contract.
- 2. A list of bid items of work to be performed by the MBE/WBE.
- 3. The dollar value of the work to be performed or goods and services provided by the MBE/WBE or the Contractor's Good Faith Efforts Report and a statement as to why the goal could not be met.
- 4. **"Notice of Intent To Perform As A Subcontractor Or Material Supplier Form,"** attached hereto as **Attachment 6** and incorporated herein. (See Bidder's Checklist Item 13.).

K. Record Keeping Requirements:

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

L. Reporting Requirement:

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

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

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

1. Payment of Liquidated Damages. All liquidated damages will be deducted by the City's next payment schedule. In the case there is no future payment(s), the Contractor will

make the liquidated damage payment to the City within thirty (30) days written notice of the violation.

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

M. Applicability of Provisions to MBE/WBE Contractors:

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

6. RIGHT TO AUDIT CLAUSE

- A. The Contractor's "**records**" must be open to inspection and subject to audit and reproduction during normal working hours and kept within the greater St. Louis metropolitan area. A City representative may perform such audits or an outside representative engaged by the City. The City or its designee may conduct such audits or inspections throughout the term of the Agreement, and for a period of three years after the early termination or the expiration of the Agreement or longer if required by law.
- B. The Contractor's "**records**" as referred to in the 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 the 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 the Agreement. Such records include (hard copy, as well as computer readable data if reasonably available), written policies and procedures; time sheets; payroll registers; cancelled checks; original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the City in connection with the Contractor's work for the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation of:

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

7. **LIVING WAGE**

- A. Living Wage Requirements: Bidders are hereby advised that the City's Living Wage Ordinance 65597 ("**Ordinance**") and associated "**Regulations**" apply to the service for which Bids are being sought herein. This Ordinance requires that, unless specific exemptions apply, all individuals who perform work pursuant to a contract executed between the successful Bidder and the City must be paid a minimum of the applicable Living Wage rates set forth in the attached Living Wage Bulletin (see **Exhibit D**, attached and incorporated herein), and, if the rates are adjusted during the term of the Agreement pursuant to the Ordinance, applicable rates after such adjustment is made. Each Bidder must submit the "Living Wage Acknowledgment and Acceptance Declaration" with its Bid which is attached hereto as **Exhibit C** and incorporated herein (See Bidder's Checklist, Item 14). Failure to submit this declaration with the Bid will result in rejection of the Bid. A successful Bidder's failure to comply with contract provisions related to the Living Wage Ordinance may result in termination of the Agreement and the imposition of additional penalties as set forth in the Ordinance and Regulations.
- B. Living Wage Compliance Provisions: The Agreement to be awarded under the SFB is subject to the St. Louis Living Wage Ordinance Number 65597 ("**Ordinance**") and the "**Regulations**" associated therewith as may be amended from time to time, which are incorporated herein by this reference. The Ordinance and Regulations require the following compliance measures, and Bidder hereby warrants, represents, stipulates, and agrees to comply with these measures:
 1. Minimum Compensation: Bidder hereby agrees to pay an initial hourly wage to each employee performing services related to the Agreement in an amount no less than the amount stated on the attached Living Wage Bulletin (See **Exhibit D**, attached and incorporated herein). The initial rate will be adjusted each year no later than April 1, and Bidder hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Living Wage Bulletin at the time the Living Wage Bulletin is issued.
 2. Notification: Contractor will provide the Living Wage Bulletin to all employees together with a "Notice of Coverage", in English, Spanish, and other languages spoken by a significant number of the Contractor's employees within thirty (30) days of contract execution for existing employees and

within thirty (30) days of employment for new employees.

3. Posting: Contractor will post the Living Wage Bulletin, together with a “Notice of Coverage”, in English, Spanish, and other languages spoken by a significant number of the Contractor’s employees, in a prominent place in a communal area of each worksite covered by the Agreement.
4. Subcontractors – Bidder hereby agrees to require Subcontractors, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subcontractors. Contractor will include these Living Wage Compliance Provisions in any contract with such Subcontractors.
5. Term of Compliance – Bidder hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for as long as work related to the Agreement is being performed by Bidder’s employees, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such work is performed.
6. Reporting: Contractor will provide the Annual Reports and attachments required by the Ordinance and Regulations.

Penalties: Bidder acknowledges and agrees that failure to comply with any provision of the Ordinance or Regulations may result in penalties specified in the Ordinance or Regulations. Penalties may include, without limitation, suspension or termination of the Agreement, forfeiture or repayment of City funds, disbarment, and/or the payment of liquidated damages, as provided in the Ordinance and Regulations.

8. CIVIL RIGHTS GENERAL PROVISIONS

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

9. CIVIL RIGHTS AND NON-DISCRIMINATION PROVISIONS

- A. During the performance of the Agreement, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

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

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

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

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

- A. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Sect. 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA

sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

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

11. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

12. SEISMIC SAFETY

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

13. DISTRACTED DRIVING

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

14. CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, Executive Orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. Sec. 740-7671q) and the

Federal Water Pollution Act as amended (33 U.S.C. Sec. 1251-1387). The Contractor agrees to report any violation to the City immediately upon discovery. The City assumes responsibility for notifying the Environmental Protection Agency and the Federal Aviation Administration.

BID FORM

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

APPENDIX "C"

**BID FOR STORM DRAINAGE AND SANITARY SEWER SYSTEM MAINTENANCE
SERVICES**

The Undersigned, _____, acting on behalf of _____, the Contractor, understands all the requirements of the work set out in APPENDIX "A," the requirements set out in APPENDIX "B" and agrees to perform the work contemplated herein for the following amounts subject to and in accordance with the Provisions of the Agreement.

The amount to be paid to the Contractor will be determined by the charges or rates listed below. The charges or rates will include all labor, personnel, supervision, equipment, supplies, tools, parts, and materials required to properly perform the Storm Drainage and Sanitary Sewer System Maintenance Services contemplated herein as ordered and directed by the City and in accordance with the Provisions of the Agreement.

Signature

Address

Title

City, State, Zip

Contractor

Telephone Number

Federal I.D. #

Email Address

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

**APPENDIX "C"
BID FOR STORM DRAINAGE AND SANITARY SEWER SYSTEM MAINTENANCE
SERVICES**

YEAR 1

Bid Table 1: Scheduled Work - Oil / Water Separator

Item Description	Quantity*	Unit	Cost/Unit	Extended Cost
Vacuum Truck with Driver Operator – Mobilization	2	EA		
Vacuum Truck with Driver Operator – On Site	6	HR		
Pressure Washer with Laborer/Operator	4	HR		
Sanitary Sewer Jetter with Laborer/Operator	4	HR		
Disposal at Metropolitan St. Louis Sewer District	3100	Gal		
Disposal of Petroleum Impacted Water	500	Gal		
Disposal of Petroleum Impacted Solids	100	Gal		
			Total	

Bid: Call Out Work - Oil / Water Separator

Item Description	Quantity*	Unit	Cost/Unit	Extended Cost
Vacuum Truck with Driver Operator – Mobilization	2	EA		
Vacuum Truck with Driver Operator – On Site	6	HR		
Pressure Washer with Laborer/Operator	4	HR		
Sanitary Sewer Jetter with Laborer/Operator	4	HR		
Disposal at Metropolitan St. Louis Sewer District	3100	Gal		
Disposal of Petroleum Impacted Water	500	Gal		
Disposal of Petroleum Impacted Solids	100	Gal		
			Total	

*Quantities are estimated. Actual quantities procured under this contract may vary.

Bid Table 2: Item 1, Quarterly Maintenance of Detention Basins

Item Description	Quantity	Unit	Cost/Unit	Extended Cost
Remove trash and debris from Cowmire Creek Basin	1	EA		
Remove trash and debris from Cypress Lot Basin	1	EA		
Remove trash and debris from North Basin	1	EA		
Remove trash and debris from South Basin	1	EA		
Remove trash and debris from Haith Cargo Area – West Basin	1	EA		
Remove trash and debris from Haith Cargo Area – Northeast Basin	1	EA		
Remove trash and debris from Haith Cargo Area – Southeast Basin	1	EA		
Remove trash and debris from East Basin, North of Cargo City Basin	1	EA		
Remove trash and debris from East Basin, West of Cargo City Basin	1	EA		
Remove trash and debris from Trademart Basin	1	EA		
Remove trash and debris from Cambridge Crossing –Southeast Basin	1	EA		
Remove trash and debris from Cambridge Crossing – Northwest Basin	1	EA		
Remove trash and debris from Springdale East Basin	1	EA		
Remove trash and debris from Springdale West Basin	1	EA		
			Total	

Bid Table 3: Item 2, Sediment and Debris Removal

Item Description	Quantity	Unit	Cost/Unit	Extended Cost
Haith Cargo Area Northeast Basin, clear debris and sediment from 310 feet of channel.	1	EA		
Haith Cargo Area Southeast Basin, clear debris from all inlet/outlet structures. Grass channel not included in scope.	1	EA		
Haith Cargo Area West Basin, clear debris and sediment from 410 feet of channel.	1	EA		
Cypress Park Basin, remove debris from all outlet structures.	1	EA		
North Basin, clear debris and sediment from 1,310 feet of channel, clear debris from all inlet structures.	1	EA		
South Basin, clear debris from all inlet structures.	1	EA		
Trademart Basin, clear debris from outlet structure	1	EA		
Remove accumulated from Cambridge Crossing –Southeast Basin	1	EA		
Remove trash and debris from Cambridge Crossing – Northwest Basin	1	EA		
			Total	

Bid Table 4: Jetting of sanitary sewer lines

Item Description	Quantity	Unit	Cost/Unit	Extended Cost
North Fire House	4	EA		
South Fire House	4	EA		
West Fire House	4	EA		
Shops Drive	4	EA		
T1 near Director's Parking Spots	4	EA		
Entry 11 bathroom	4	EA		
E102 at beginning of C Concourse	4	EA		
Gate 7S guard shack	4	EA		
Triturator lines	4	EA		
C18 bathrooms	4	EA		
Miscellaneous Jetting of sewer line TBD (price per)	1	EA		
			Total	

Bid Table 5: Cleaning of grit chambers, scupper drains and miscellaneous features

Item Description	Quantity	Unit	Cost/Unit	Extended Cost
Scupper Drains inside Auto Shop	4	EA		
Scupper Drains on exterior of Auto Shop	4	EA		
Wash Bay Grit Chamber & Main Drain	4	EA		
Airfield Maintenance chamber near service road to airfield	4	EA		
Catch Basin cleaning TBD (price per)	1	EA		
		Total		

Bid Table 6: Cleaning of sewer lift pumps

Item Description	Quantity	Unit	Cost/Unit	Extended Cost
Two (2) at Terminal 2 International Arrivals	2	EA		
Two (2) at Terminal 1 (Loading Dock and Police Dept Garage)	2	EA		
One (1) outside West Firehouse	2	EA		
One (1) outside Airfield Maintenance	2	EA		
One (1) at Lindbergh Tunnel	2	EA		
		Total		

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

**APPENDIX "C"
BID FOR STORM DRAINAGE AND SANITARY SEWER SYSTEM MAINTENANCE
SERVICES**

YEAR 2

Bid Table 1: Scheduled Work - Oil / Water Separator

Item Description	Quantity*	Unit	Cost/Unit	Extended Cost
Vacuum Truck with Driver Operator – Mobilization	2	EA		
Vacuum Truck with Driver Operator – On Site	6	HR		
Pressure Washer with Laborer/Operator	4	HR		
Sanitary Sewer Jetter with Laborer/Operator	4	HR		
Disposal at Metropolitan St. Louis Sewer District	3100	Gal		
Disposal of Petroleum Impacted Water	500	Gal		
Disposal of Petroleum Impacted Solids	100	Gal		
			Total	

Bid Table 2: Item 1, Quarterly Maintenance of Detention Basins

Item Description	Quantity	Unit	Cost/Unit	Extended Cost
Remove trash and debris from Cowmire Creek Basin	1	EA		
Remove trash and debris from Cypress Lot Basin	1	EA		
Remove trash and debris from North Basin	1	EA		
Remove trash and debris from South Basin	1	EA		
Remove trash and debris from Haith Cargo Area – West Basin	1	EA		
Remove trash and debris from Haith Cargo Area – Northeast Basin	1	EA		
Remove trash and debris from Haith Cargo Area – Southeast Basin	1	EA		
Remove trash and debris from East Basin, North of Cargo City Basin	1	EA		
Remove trash and debris from East Basin, West of Cargo City Basin	1	EA		
Remove trash and debris from Trademart Basin	1	EA		
Remove trash and debris from Cambridge Crossing –Southeast Basin	1	EA		
Remove trash and debris from Cambridge Crossing – Northwest Basin	1	EA		
Remove trash and debris from Springdale East Basin	1	EA		
Remove trash and debris from Springdale West Basin	1	EA		
			Total	

Bid Table 3: Item 2, Sediment and Debris Removal

Item Description	Quantity	Unit	Cost/Unit	Extended Cost
Haith Cargo Area Northeast Basin, clear debris and sediment from 310 feet of channel.	1	EA	_____	_____
Haith Cargo Area Southeast Basin, clear debris from all inlet/outlet structures. Grass channel not included in scope.	1	EA	_____	_____
Haith Cargo Area West Basin, clear debris and sediment from 410 feet of channel.	1	EA	_____	_____
Cypress Park Basin, remove debris from all outlet structures.	1	EA	_____	_____
North Basin, clear debris and sediment from 1,310 feet of channel, clear debris from all inlet structures.	1	EA	_____	_____
South Basin, clear debris from all inlet structures.	1	EA	_____	_____
Trademart Basin, clear debris from outlet structure	1	EA	_____	_____
Remove accumulated from Cambridge Crossing –Southeast Basin	1	EA	_____	_____
Remove trash and debris from Cambridge Crossing – Northwest Basin	1	EA	_____	_____
			Total	_____

Bid Table 4: Jetting of sanitary sewer lines

Item Description	Quantity	Unit	Cost/Unit	Extended Cost
North Fire House	4	EA	_____	_____
South Fire House	4	EA	_____	_____
West Fire House	4	EA	_____	_____
Shops Drive	4	EA	_____	_____
T1 near Director's Parking Spots	4	EA	_____	_____
Entry 11 bathroom	4	EA	_____	_____
E102 at beginning of C Concourse	4	EA	_____	_____
Gate 7S guard shack	4	EA	_____	_____
Triturator lines	4	EA	_____	_____
C18 bathrooms	4	EA	_____	_____
Miscellaneous Jetting of sewer line TBD (price per)	1	EA	_____	_____
			_____	_____
			_____	_____
			_____	_____
			Total	_____

Bid Table 5: Cleaning of grit chambers, scupper drains and miscellaneous features

Item Description	Quantity	Unit	Cost/Unit	Extended Cost
Scupper Drains inside Auto Shop	4	EA		
Scupper Drains on exterior of Auto Shop	4	EA		
Wash Bay Grit Chamber & Main Drain	4	EA		
Airfield Maintenance chamber near service road to airfield	4	EA		
Catch Basin cleaning TBD (price per)	1	EA		
			Total	

Bid Table 6: Cleaning of sewer lift pumps

Item Description	Quantity	Unit	Cost/Unit	Extended Cost
Two (2) at Terminal 2 International Arrivals	2	EA		
Two (2) at Terminal 1 (Loading Dock and Police Dept Garage)	2	EA		
One (1) outside West Firehouse	2	EA		
One (1) outside Airfield Maintenance	2	EA		
One (1) at Lindbergh Tunnel	2	EA		
			Total	

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

**APPENDIX "C"
BID FOR STORM DRAINAGE AND SANITARY SEWER SYSTEM MAINTENANCE SERVICES**

YEAR 3

Bid Table 1: Scheduled Work - Oil / Water Separator

Item Description	Quantity*	Unit	Cost/Unit	Extended Cost
Vacuum Truck with Driver Operator – Mobilization	2	EA	_____	_____
Vacuum Truck with Driver Operator – On Site	6	HR	_____	_____
Pressure Washer with Laborer/Operator	4	HR	_____	_____
Sanitary Sewer Jetter with Laborer/Operator	4	HR	_____	_____
Disposal at Metropolitan St. Louis Sewer District	3100	Gal	_____	_____
Disposal of Petroleum Impacted Water	500	Gal	_____	_____
Disposal of Petroleum Impacted Solids	100	Gal	_____	_____
			Total	_____

Bid Table 2: Item 1, Quarterly Maintenance of Detention Basins

Item Description	Quantity	Unit	Cost/Unit	Extended Cost
Remove trash and debris from Cowmire Creek Basin	1	EA	_____	_____
Remove trash and debris from Cypress Lot Basin	1	EA	_____	_____
Remove trash and debris from North Basin	1	EA	_____	_____
Remove trash and debris from South Basin	1	EA	_____	_____
Remove trash and debris from Haith Cargo Area – West Basin	1	EA	_____	_____
Remove trash and debris from Haith Cargo Area – Northeast Basin	1	EA	_____	_____
Remove trash and debris from Haith Cargo Area – Southeast Basin	1	EA	_____	_____
Remove trash and debris from East Basin, North of Cargo City Basin	1	EA	_____	_____
Remove trash and debris from East Basin, West of Cargo City Basin	1	EA	_____	_____
Remove trash and debris from Trademart Basin	1	EA	_____	_____
Remove trash and debris from Cambridge Crossing –Southeast Basin	1	EA	_____	_____
Remove trash and debris from Cambridge Crossing – Northwest Basin	1	EA	_____	_____
Remove trash and debris from Springdale East Basin	1	EA	_____	_____
Remove trash and debris from Springdale West Basin	1	EA	_____	_____
			Total	_____

Bid Table 3: Item 2, Sediment and Debris Removal

Item Description	Quantity	Unit	Cost/Unit	Extended Cost
Haith Cargo Area Northeast Basin, clear debris and sediment from 310 feet of channel.	1	EA	_____	_____
Haith Cargo Area Southeast Basin, clear debris from all inlet/outlet structures. Grass channel not included in scope.	1	EA	_____	_____
Haith Cargo Area West Basin, clear debris and sediment from 410 feet of channel.	1	EA	_____	_____
Cypress Park Basin, remove debris from all outlet structures.	1	EA	_____	_____
North Basin, clear debris and sediment from 1,310 feet of channel, clear debris from all inlet structures.	1	EA	_____	_____
South Basin, clear debris from all inlet structures.	1	EA	_____	_____
Trademart Basin, clear debris from outlet structure	1	EA	_____	_____
Remove accumulated from Cambridge Crossing –Southeast Basin	1	EA	_____	_____
Remove trash and debris from Cambridge Crossing – Northwest Basin	1	EA	_____	_____
			Total	_____

Bid Table 4: Jetting of sanitary sewer lines

Item Description	Quantity	Unit	Cost/Unit	Extended Cost
North Fire House	4	EA	_____	_____
South Fire House	4	EA	_____	_____
West Fire House	4	EA	_____	_____
Shops Drive	4	EA	_____	_____
T1 near Director's Parking Spots	4	EA	_____	_____
Entry 11 bathroom	4	EA	_____	_____
E102 at beginning of C Concourse	4	EA	_____	_____
Gate 7S guard shack	4	EA	_____	_____
Triturator lines	4	EA	_____	_____
C18 bathrooms	4	EA	_____	_____
Miscellaneous Jetting of sewer line TBD (price per)	1	EA	_____	_____
			_____	_____
			_____	_____
			_____	_____
			Total	_____

Bid Table 5: Cleaning of grit chambers, scupper drains and miscellaneous features

Item Description	Quantity	Unit	Cost/Unit	Extended Cost
Scupper Drains inside Auto Shop	4	EA	<hr/>	<hr/>
Scupper Drains on exterior of Auto Shop	4	EA	<hr/>	<hr/>
Wash Bay Grit Chamber & Main Drain	4	EA	<hr/>	<hr/>
Airfield Maintenance chamber near service road to airfield	4	EA	<hr/>	<hr/>
Catch Basin cleaning TBD (price per)	1	EA	<hr/>	<hr/>
			Total	<hr/>

Bid Table 6: Cleaning of sewer lift pumps

Item Description	Quantity	Unit	Cost/Unit	Extended Cost
Two (2) at Terminal 2 International Arrivals	2	EA	<hr/>	<hr/>
Two (2) at Terminal 1 (Loading Dock and Police Dept Garage)	2	EA	<hr/>	<hr/>
One (1) outside West Firehouse	2	EA	<hr/>	<hr/>
One (1) outside Airfield Maintenance	2	EA	<hr/>	<hr/>
One (1) at Lindbergh Tunnel	2	EA	<hr/>	<hr/>
			Total	<hr/>

BIDDER'S CHECKLIST
(Required Submittals)

Please review the enclosed Bidder's checklist VERY carefully. ALL Bidders MUST SUBMIT **EACH AND EVERY** DOCUMENT LISTED ON THE CHECKLIST.

Note to certified M/WBEs: If M/WBE participation is included, you MUST complete, sign and submit the Utilization Plan and Good Faith Effort Forms. Please include your company as one of the participants on the M/WBE Utilization Plan along with your chosen M/WBE subcontractors, if any. (See Appendix B, Section 5 of this SFB.)

ONLY certified M/WBEs (as noted in the document!!) may be counted towards participation goals! Read the related solicitation specification carefully! (See Appendix B, Section 5 of this SFB.))

Any and all questions about the M/WBE Program and what companies are and are not certified may be answered by the Airport DBE Program Office (314) 426-8111. Or see the web: <http://www.mwdbe.org>.

1. **Signed Original Bid Form**
(See Appendix C)
2. **Proposal To Bond Form**
(See Appendix A, Section 23 & Attachment 1)
3. **Completed CREA Forms**
(See Appendix B, Section 4.H & Attachment 2)
4. **Completed M/WBE Utilization Plan**
(See Appendix B, Sections 5 & Attachment 3)
5. **Completed Good Faith Efforts Documentation Forms**
(See Appendix B, Section 5 & Attachment 4)
6. **Notice of Intent To Perform As A Subcontractor/Material Supplier**
(See Appendix B, Section 5 & Attachment 5)
7. **Completed Authorized Submission Form**
(See Attachment 6)
8. **List of References**
(See Appendix A, Section 3.E)

9. **Financial Statements**
(See Appendix A, Section 3.C)
10. **Synopsis of Bidder's Experience On Similar Projects**
See Appendix A, Section 3.A, 3.B.
11. **State of Missouri Certificate of Good Standing**
(See Appendix A, Section 3.D)
12. **Missouri Unauthorized Aliens Law Acknowledgement Form**
(See Appendix A, Section 24 and Exhibit A)
13. **Missouri Unauthorized Aliens Law Affidavit**
(See Appendix A, Section 24 and Exhibit B)
14. **Living Wage Acknowledgement Form**
(See Appendix B, Section 7 and Exhibit C)
15. **Documentation satisfying requirements of Metropolitan Sewer District & MDNR**
(See Appendix A, Section 3.F)

Attachment 1

Proposal To Bond Form

PROPOSAL TO BOND

The authorized representative of [Surety Company Name & Address]:

licensed in Missouri, as Surety, does hereby state that he/she understands the obligation of the Bidder under the bid(s) presented above and further understands and agrees to perform as surety for the Bidder as required by APPENDIX "A" Technical Specifications, Section 23, PERFORMANCE AND PAYMENT BOND, in the event that the bid(s) of _____, the Bidder, is accepted by the City of St. Louis, Missouri.

Signature _____

Title _____

Date _____

PERFORMANCE AND PAYMENT BONDS

- A. At the time of executing of the Agreement, the Contractor will immediately execute a Performance Bond and a Payment Bond (2 separate bonds) each in the amount of Ninety Thousand (\$90,000.00) with surety satisfactory to the City conditioned on the full and faithful performance of all the Provisions of the 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 will 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 Section 25 of the Agreement. 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 is terminated, cancelled, not renewed or extended, the Contractor will promptly provide the City with a replacement bond(s) in full compliance with Section 25 of the Agreement. Any sum or sums derived from said Performance or Payment Bonds will be used for the completion of the Agreement and the payment of laborers and material suppliers, as the case may be.
- B. A copy of the bonds, in a form acceptable to the City, will be given to the Airport Representative for review and approval before the Contractor performs any work under the Agreement.
- C. Bidder will submit along with the Bidder's Bid, a completed "Proposal To Bond Form" executed by the Bidder's Surety Company or a Proposal To Bond on the Surety Company's stationary. (See Bidder's Checklist Item 2 and the attached "Proposal to Bond Form".)

Attachment 2

CREA Forms

CITY OF ST. LOUIS

CIVIL RIGHTS ENFORCEMENT AGENCY

906 OLIVE, SUITE 1100 * THE FRISCO BUILDING * ST. LOUIS, MISSOURI 63101 * (314) 622-3301

CONTRACTOR'S COMPLIANCE REPORT

I. FIRM DESCRIPTION

Firm Name _____
and _____
Address _____
Phone No. _____
Chief Executive Officer _____
Title _____
Letting No. _____ FOR _____

Evaluation (Leave Blank)	
[] Compliance	_____

[] Non-Compliance	_____

[] Suggested Follow Up:	_____

[] Referral:	_____

II. POLICIES AND PRACTICES

- A. Is it this company's policy to recruit, hire, train, upgrade, promote, and discipline persons without regards to race, sex, color, age, religion, or national origin?
- B. To whom has responsibility been assigned to develop procedures which will assure that this policy is understood and carried out by managerial, administrative, and supervisory personnel?
Name _____ Position _____
- C. Has this company notified all recruitment sources that all qualified applicants will be considered for employment without regard to race, sex, color, age, religion, or national origin?
- D. When advertising is used does it specify that all qualified applicants will be considered for employment without regard to race, sex, color, age, religion, or national origin?
- E. Does this company have bargaining agreements with employee organizations?
- F. If yes, have such organizations been notified of the company's responsibility to comply with the non-discrimination clause as it applies to apprentices and all other employees?
- G. Has the company notified all of its subcontractors of their obligation to comply with the non-discrimination clauses?

YES	NO

H. Identity of Employee Organizations

International Union

Local Number

Describe any other actions taken which show that all employees are recruited, hired trained, and promoted without regard to their race, sex, color, age, religion, or national origin?

CITY OF ST. LOUIS

CIVIL RIGHTS ENFORCEMENT AGENCY

906 OLIVE, SUITE 1100 * THE FRISCO BUILDING * ST. LOUIS, MISSOURI 63101 * (314) 622-3301

COMPLIANCE EVALUATION FORM

FOR

GENERAL AND SUB-CONTRACTORS

Firm Name _____

Address _____ Zip Code _____ Phone _____

Name and Title of Person completing this form:

Contract No: _____ For: _____

1. Identify employee organizations which will be utilized in performance of captioned contract. If labor organization, give name of International Union and Local Number:

INTERNATIONAL UNION

LOCAL NUMBER

2. Estimated number of persons to be used in performing this contract. Breakdown by labor of craft category (refer to Question #1 above and minority group designation:

LABOR CATEGORY

TOTAL

MINORITY

(Black, Asian, Native, Hispanic)

Compliance Evaluation Form for General and Sub contractors

3. Indicate date work will commence on contract, anticipated duration of project, and estimated completion date.

4. Person a representative should contact when conducting a job site survey:

5. List total number of employees hired in the last six (6) months by job category and minority group status.

JOB CATEGORY	TOTAL	MINORITY (Black, Asian, Native, Hispanic)	NUMBER OF THESE MINORITY HIRES RETAINED

Date: _____

Company Representative

III. CURRENT EMPLOYMENT ANALYSIS

OCCUPATIONS	MALE EMPLOYEES					FEMALE EMPLOYEES					TOTAL ALL EMPLOYEES	
	TOTAL MALES	MINORITY GROUPS				TOTAL FEMALE	MINORITY GROUPS					
		BLACK	ASIAN AMERICAN	NATIVE AMERICAN	HISPANIC		BLACK	ASIAN AMERICAN	NATIVE AMERICAN	HISPANIC		
Officials & Managers												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craftsmen (skilled)												
Operatives (semi-skilled)												
Laborers (unskilled)												
Service Workers												
TOTAL												
Total Employment from previous report (if any)												
Figures for the following classification shall also be included in appropriate category above:												
APPRENTICES												
Registered												
Unregistered												
TRAINEES												
ON THE White Collar												
JOB Production												
TRAINEES												
White Collar												
Production												
2) Employment Figures were obtained from: _____ Available Records												
_____ Visual Check _____ Other (specify)												
3) Name and title of person completing this form: _____												
4) Date: _____												

Attachment 3

MBE/WBE Utilization Plan

**ST. LOUIS AIRPORT AUTHORITY
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE UTILIZATION PLAN**

CONTRACT NAME: _____

NAME OF CONTRACTOR: _____

The Contractor will utilize and require all subcontractors to utilize the maximum number of certified minority and women owned business enterprises (MBE/WBEs) possible and will purchase materials and supplies from minority and women owned business enterprises to the maximum extent feasible, and to this end, the Contractor will inform each subcontractor of this requirement.

The Contractor will utilize the services and/or supplies to be provided by the following certified minority and women owned business enterprises in the execution of this contract.

NOTE: Firms must be certified prior to bid opening, in order to count towards the City's MBE/WBE goals.

FIRM NAME ADDRESS PHONE NUMBER CONTACT PERSON FEDERAL ID NO.	CERTIFYING AGENCY CERT. DATA CATEGORY CERTIFICATION NO.	BID ITEM(S) OF WORK TO BE PERFORMED/ MATERIALS SUPPLIED	BID AMOUNT
(a)	(b)	(c)	(d)

TOTAL DOLLAR AMOUNT OF CONTRACT: \$ _____
TOTAL DOLLAR AMOUNT OF MBE SUBCONTRACTS: \$ _____ PERCENT MBE: _____
TOTAL DOLLAR AMOUNT OF WBE SUBCONTRACTS: \$ _____ PERCENT WBE: _____

NOTE: The dollar amount of subcontracts for materials and supplies, under most circumstances, may only be counted at 20% of the total contract amount.

CONTRACTOR AUTHORIZED SIGNATURE

DATE

*****The sum of the values entered for the Total Amount for all Tables in Appendix C for years 1- 3 should be used as the "Total Dollar Amount of Contract" by Bidders when completing the MBE/WBE Utilization Plan. This Total Dollar Amount Of Contract is being used only as a model to aid in determining the MBE/WBE percentages. The actual Contract Not To Exceed Amount of the Agreement may be greater or less than the amount used in the model.

Attachment 4

MBE/WBE Contractor's Good Faith Efforts Forms

ST. LOUIS AIRPORT AUTHORITY
MBE/WBE ENTERPRISE UTILIZATION
CONTRACTOR'S GOOD FAITH EFFORTS REPORT

CONTRACT NAME: _____

NAME OF CONTRACTOR: _____

In addition to the minority and women owned business enterprises (MBE/WBEs) that are listed and proposed for utilization on this contract, the following MBE/WBEs were also contacted regarding this contract. However, the contractor is unable to utilize these firms for the reason indicated below:

FIRM NAME ADDRESS, PHONE # CONTACT PERSON	BID ITEM(S) SUPPLIES, SERVICES, OR MATERIALS FOR WHICH A BID WAS REQUESTED	BID AMOUNTS	DATE & METHOD OF SOLICITATION	COMMENTS REASON REJECTED

CONTRACTOR AUTHORIZED SIGNATURE _____

DATE _____

**MINORITY/WOMEN BUSINESS ENTERPRISE UTILIZATION
CONTRACTOR'S GOOD FAITH EFFORTS REPORT (continued)**

Please indicate those efforts you made to maximize the participation of minority and women business enterprises (MBE/WBEs) on this contract.

	YES	NO
Attend the pre-bid conference held on this contract.		
Selected portions of work proposed to be performed by MBE/WBEs in order to increase the likelihood of meeting the stated goals.		
Solicited individual MBE/WBEs by written notification at least (14) calendar days prior to bid opening to participate in the contract as a subcontractor, supplier, manufacturer, consultant, or service agency for specific items or types of work.		
Notified, in writing, organizations which provide assistance in recruitment and placement of MBE/WBEs of the type of work, supplies, or services being considered on this contract.		
Made efforts to negotiate with MBE/WBEs for specific items of work.		
Made efforts to assist MBE/WBEs that requested assistance in obtaining bonding, insurance, or line of credit required to participate in the contract.		
Advertised in general circulation media, trade association publications, and MBE/WBE focused media for MBE/WBEs to participate on this contract. Publication: _____ Date: _____		
List the minority and women community organizations; contractor's groups; local, state, and federal minority and women business assistance offices; and other organizations that provide assistance in recruitment of MBE/WBEs you contacted related to achieving maximum participation of MBE/WBEs on this contract. Please note the name of the person contacted and the date of contact. Organization: _____ Contact Person: _____ Date: _____ Organization: _____ Contact Person: _____ Date: _____		

GOOD FAITH EFFORTS DOCUMENTATION

A. Pre-Award Good Faith Efforts

A determination of “good faith efforts” becomes necessary before the award of the contract if the low bidder cannot meet the project M/WBE goals. Good faith efforts should be aggressive and sincere for the specific project and go far beyond the pro forma or simple paperwork exercises. Efforts should include written communication, personal contact, follow-up and earnest negotiations with M/WBEs. Good faith efforts must occur prior to bid opening. Documentation of a bidder’s good faith efforts should minimally consist of the following:

1. A reasonable number of relevant M/WBEs were contacted.

In order to satisfy the requirement for a “reasonable” number of firms to contact, it is required that the prime contractor contact M/WBE firms listed in the Directory as having an interest in performing the types of work for which bids are being sought. It is expected that all such firms be contacted. The necessity of contacting firms located considerable distances from the work site will depend on such factors as the size of the contract, number of work items, the nature of the work and whether results of previous contacts were satisfactory. Additionally, the contact should be made to allow sufficient time for the M/WBEs to respond in writing if they so desire.

2. The work selected by the bidder for allocation to M/WBEs was chosen in order to increase the likelihood of achieving the City’s M/WBE goals.

Prime contractors must attempt to match the work to be subcontracted to the types of work M/WBE firms are capable of performing. Prime contractors must utilize the Directory for assistance in identifying categories of work for which M/WBE firms are readily available.

3. The bidder negotiated in good faith with the potential M/WBEs by not imposing any conditions which are not imposed on all other subcontractors or by denying benefits ordinarily conferred on subcontractors for the type of work in which bids are solicited.

A prime contractor must not require M/WBE subcontractors to submit bids in a more restricted time frame than is afforded non-M/WBE subcontractors. Additionally, there must be no other “special” requirements or demands placed on an M/WBE firm that are not required of non-M/WBE firms.

B. Reasons Often Cited For Failing To Meet The City's M/WBE Goals

1. Lack of response to solicitation—When M/WBE firms do not respond to solicitation, it is necessary to provide the City with appropriate documentation such as the names of firms contacted and whether or not follow-up contact was made.
2. Bid price too high—The City does not require a prime contractor to accept an unreasonable bid. A prime contractor may reject an M/WBE bid when it can be clearly demonstrated that no reasonable price can be obtained from an M/WBE firm. A determination of reasonable price is based on such factors as the City's estimate for the specific subcontract item(s), the prime contractor's bid and the bids received from potential subcontractors. An M/WBE bid for a subcontract will be considered reasonable if their bid does not exceed by more than 10%, the average of the City's estimate, the prime contractor's bid and other bids received. For the SLAA to be able to make this analysis, a tabulation or spread sheet of all bids received must be submitted. The SLAA may modify this process in certain situations.
3. The prime contractor is not satisfied with the quality of work or the competency of an M/WBE firm—If a prime contractor feels that a particular firm is unable to perform certain categories of work at an acceptable level, documentation must be supplied. Such documentation will be thoroughly reviewed before any consideration will be given to waive the goal.
4. The project contains too few items to subcontract—It is possible that a project has changed substantially since the time the goal was established by the City. If the prime contractor feels that the project contains too few items which can be subcontracted, the prime contractor must provide a rationale to support this position.

C. Evidence of M/WBEs contacted

The following information must be submitted in order to document initial and follow-up contact:

1. An Initial Bid Solicitation List indicating the names of the firms contacted, date of contact, type of work for which bids were solicited, method of contact, e. g. , letter (specify if regular, express or registered mail), telephone or face-to-face contact, whether or not a response was received and summary of the response. The solicitations will contain at least the project identification, project location, types of work for which quotations are sought, the date, time and place for which quotations are due, location of plans and specifications, name and telephone number for a contact person with the bidder, etc.
2. Copies of all Contact Letters If the prime contractor contacts M/WBE firms by letter, the letter must clearly encourage participation and specifically define the types of work for which bids are being sought.
3. A Follow-Up Telephone Log Follow-up telephone contact must accompany all types of initial contact. A telephone log must be submitted indicating the individual contacted, date of contact and response.

4. In addition to the required elements which must be shown by the bidder to demonstrate good faith efforts, the bidder may submit any other relevant information which supports the waiver request, including but not limited to the following:
 - a. The bidder attended the City's Pre-Bid Conference scheduled to inform M/WBEs of contracting and subcontracting opportunities.
 1. If a prime contractor is experiencing difficulty in attaining the contract goal, the SLAA and the City's supportive services contractor must be contacted. They are familiar with certified firms in their area and are aware of what types of work they usually perform. Prime contractors must provide documentation of the fact that the SLAA and the City's supportive services contractor were contacted. The documentation must include the name of the person(s) contacted, the date of contact and the response.
 - b. Notice of pre-bid meetings are published in general circulation media. These meetings can be very beneficial to the prime contractor in meeting and finding firms to contact.
 - c. That the historical track record of the bidder discloses a meaningful effort on the part of the bidder to achieve the goal of the program on City contracts.
 1. If a prime contractor has a history of consistently meeting the goals and seldom requesting waivers, this type of background may reflect favorably as to the prime contractor's level of efforts to secure participation. However, efforts on the current contract must meet good faith requirements.

D. Post Award Good Faith Efforts

1. Post award "Good Faith" efforts can be defined as efforts taken by the prime contractor to meet the M/WBE goal after the contract has been awarded. Once the Utilization Plan is approved by the SLAA, M/WBE firms cannot be changed or replaced by other M/WBE firms without:
 - a. Good cause (such as M/WBE firm being unable or unwilling to perform), and;
 - b. Prior approval by the SLAA and the Contracting Agency.
2. Even if quantities for pay items which are subcontracted to M/WBE firms are decreased or completely deleted by the City, it is still the prime contractor's responsibility to meet the M/WBE goal. The prime contractor should try to subcontract other work to M/WBE firms to meet the M/WBE goal. All efforts to secure additional M/WBE participation should be documented. On the date the contractor becomes aware that the M/WBE goal may not be met, the amount of contract work left at that point must be carefully reviewed to determine available work which may be subcontracted to M/WBE firms.

3. Efforts to secure additional M/WBE participation must include the following:
- a. Contact the SLAA for assistance.
 - b. Contact the City's supportive services contractor for assistance.
 - c. Keep a list of firms contacted, date of contact, type of work for which bids were solicited, method of contact (letter, telephone, face-to-face) and responses. If M/WBE firms were not utilized, an explanation and suitable documentation must be provided.
 - d. A follow-up telephone log which indicates the firms, date contacted and response received.
 - e. Submit additional M/WBE participation or documented efforts or both to the Contracting Agency, Managing Department and the SLAA for approval to proceed.
 - f. Please refer to the Pre-Award section on the good faith efforts for more details and explanation regarding good faith efforts.
 - g. Since every situation is considered unique, depending on the pertinent facts, each request is evaluated on its own merits.
 - h. Simply submitting the documentation in the format specified and following the necessary steps for demonstrating Good Faith Efforts does not guarantee that a waiver will be approved. The SLAA must be convinced that the contractor exercised diligence in seeking firms for subcontracting in order to meet the contract goal.
 - i. No changes to a contractor's approved M/WBE Utilization Plan may be made without prior approval from the SLAA, the Managing Department and the Contracting Agency.

Attachment 5

Notice of Intent To Perform As A Subcontractor And/Or Material Supplier

City of St. Louis DBE Program Office
Minority/Women Owned Business Enterprise Participation

CITY OF ST. LOUIS
NOTICE OF INTENT TO PERFORM AS A SUBCONTRACTOR
AND/OR MATERIAL SUPPLIER

NAME OF PROJECT: Storm Drainage and Sanitary Sewer System Maintenance Services

Pursuant to the City's policies, firms participating in the M/WBE Program must have "current" certification status with the City. If a firm listed by a general/prime contractor has not been certified as MBE or WBE by the city, the amount of participation it represents will be deducted from the total MBE or WBE participation proposed to determine the actual level of MBE and WBE participation. The M/WBE certification of a firm is effective for five (5) years from the date of written notification of certification.

(Name of Prime Contractor)

1. The undersigned intends to perform work in connection with the above project as (check one):

☐

an individual / sole proprietorship

☐

a partnership

☐

a corporation

☐

a joint venture

2. The undersigned has been certified by the St. Louis Airport Authority (SLAA) as:

MBE

☐

WBE

☐

3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both)

and at the dollar value \$ _____.

City of St. Louis DBE Program Office
Minority/Women Owned Business Enterprise Participation

4. List the information below for all non M/WBE subcontractors who have proposed subcontracts sublet and/or have been awarded contracts on this project.

Name of Firm Receiving Subcontract	Work to be performed	Amount of Subcontract

Total amount **subcontracted** out by M/WBE \$0

(Name of General/Prime Contractor)

PHONE: _____ DATE: __ / __ / __

(Print Name)

(Signature)

(Name of M/WBE Firm)

PHONE: _____ DATE: __ / __ / __

(Print Name)

(Signature)

Attachment 6

Authorized Submission Form

AUTHORIZED SUBMISSION

The undersigned, in submitting this Bid, represents that he/she is authorized to obligate his/her firm and that the firm is not currently in arrears or default to the City upon any debt or contract and is not a defaulter as surety or otherwise, upon any obligation to the City within the last three (3) years.

Submitted by:

(Firm Name)

By:

(Signature)

(Typed or Printed Name)

(Title)

(Date)

Address:

Telephone Number:

Federal ID Number:

Exhibit A

**Missouri Unauthorized Aliens Law
Acknowledgment & Acceptance Declaration**

**MISSOURI UNAUTHORIZED ALIENS LAW
ACKNOWLEDGMENT & ACCEPTANCE DECLARATION**

Contracting Agency: St. Louis Airport Authority

Agency Contract No.: _____

Bidder's Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

As the authorized representative of the above-referenced Bidder, I hereby acknowledge that the Bidder understands that the contract or agreement that will be executed with a successful Bidder pursuant to this solicitation is subject to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended (the "Missouri Unauthorized Aliens Law"). If awarded a contract pursuant to this solicitation, the Bidder hereby agrees to comply with all applicable sections of the Missouri Unauthorized Aliens Law including, without limitation, Section 285.530(2) & (5) of RSMo. 2000, as amended. I am authorized to make the above representations on behalf of the Bidder.

AUTHORIZED REPRESENTATIVE CERTIFICATION:

Signature

Name (Printed): _____

Title: _____

Date: _____

Exhibit B

**Affidavit
(Missouri Unauthorized Aliens Law)**

STATE OF _____)
)SS.
COUNTY OF _____)

AFFIDAVIT

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

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

I am the _____ (**Position/Title**) of _____ (**Contractor**).

I have the legal authority to make the following assertions:

1. _____ (**Contractor**) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with _____ (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, _____ (**Contractor**) does not knowingly employ any person who is an unauthorized alien in connection with the Agreement.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal
this ____ day of _____, 20__.

Notary Public

My Commission Expires:

Exhibit C

Living Wage Acknowledgement & Acceptance Declaration

**ST. LOUIS LIVING WAGE ORDINANCE
LIVING WAGE ACKNOWLEDGEMENT & ACCEPTANCE DECLARATION**

Contracting Agency: St. Louis Airport Authority

Agency Contract No.: NA

Bidder's Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

As the authorized representative of the above-referenced Bidder or Proponent, I hereby acknowledge that the Bidder/Proponent understands that the contract or agreement that will be executed with a successful Bidder/ Proponent pursuant to this solicitation is subject to the St. Louis Living Wage Ordinance and the Regulations associated therewith. The Bidder/Proponent hereby agrees to comply with the Ordinance and the associated Regulations if awarded a contract pursuant to this solicitation. I am authorized to make the above representations on behalf of the Bidder or Proponent.

AUTHORIZED REPRESENTATIVE CERTIFICATION:

Signature

Name (Printed): _____

Title: _____

Date: _____

Exhibit D

Living Wage Adjustment Bulletin

Exhibit D

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2016

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 **\$12.60** per hour (130% of the federal poverty guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are not provided to the employee, the living wage rate is **\$16.87** per hour (130% of the federal poverty guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) Fringe benefit rate defined under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$4.27** per hour

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and are effective as of **APRIL 1, 2016**. These rates will be further adjusted when the federal poverty guidelines are adjusted by the U.S. Department of Health & Human Services, or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

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

City of St. Louis Living Wage Program Office
St. Louis, Missouri
(314) 426-8106

Dated: February 5, 2016

Exhibit E

Locations of Oil Water Separators

Oil-Water Separators Lambert-St. Louis International Airport

Auto Shop

<https://www.google.com/maps/@38.7505015,-90.3781276,49m/data=!3m1!1e3!5m1!1e4>



Lindbergh Tunnel

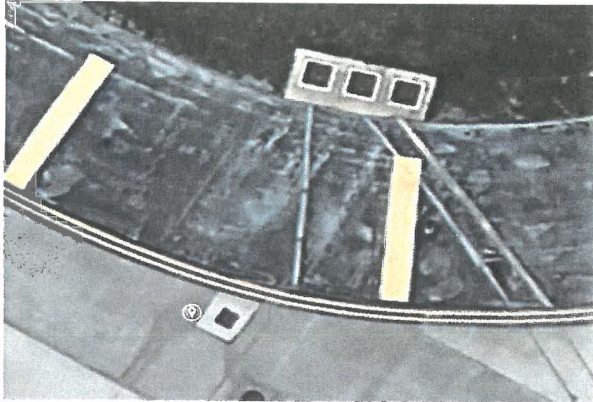
<https://www.google.com/maps/@38.7566954,-90.3956261,73m/data=!3m1!1e3!5m1!1e4>



Oil-Water Separators Lambert-St. Louis International Airport

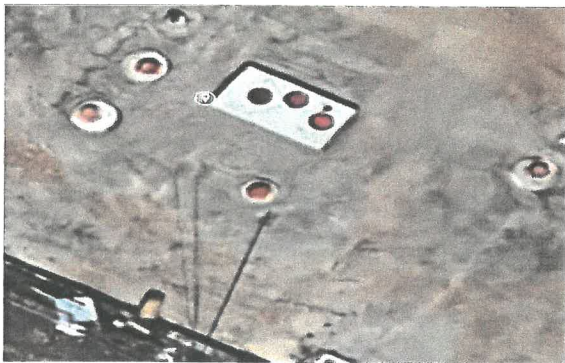
Taxiway Charlie:

<https://www.google.com/maps/@38.7464602,-90.367952,42m/data=!3m1!1e3!5m1!1e4>



Parking Lot E

<https://www.google.com/maps/@38.7353649,-90.3520548,29m/data=!3m1!1e3!5m1!1e4>



Cypress Parking Lot:

<https://www.google.com/maps/@38.7415951,-90.3902663,29m/data=!3m1!1e3!5m1!1e4>



Oil-Water Separators Lambert-St. Louis International Airport

Former Boeing Northern Tract Building45K:

<https://www.google.com/maps/@38.7564687,-90.3731502,29m/data=!3m1!1e3!5m1!1e4>



Exhibit F

Locations of Detention Basins

Drainage Basins Lambert-St. Louis International Airport

Cowmire drainage

<https://www.google.com/maps/@38.7666986,-90.4035991,689m/data=!3m1!1e3!5m1!1e4>



South Basin:

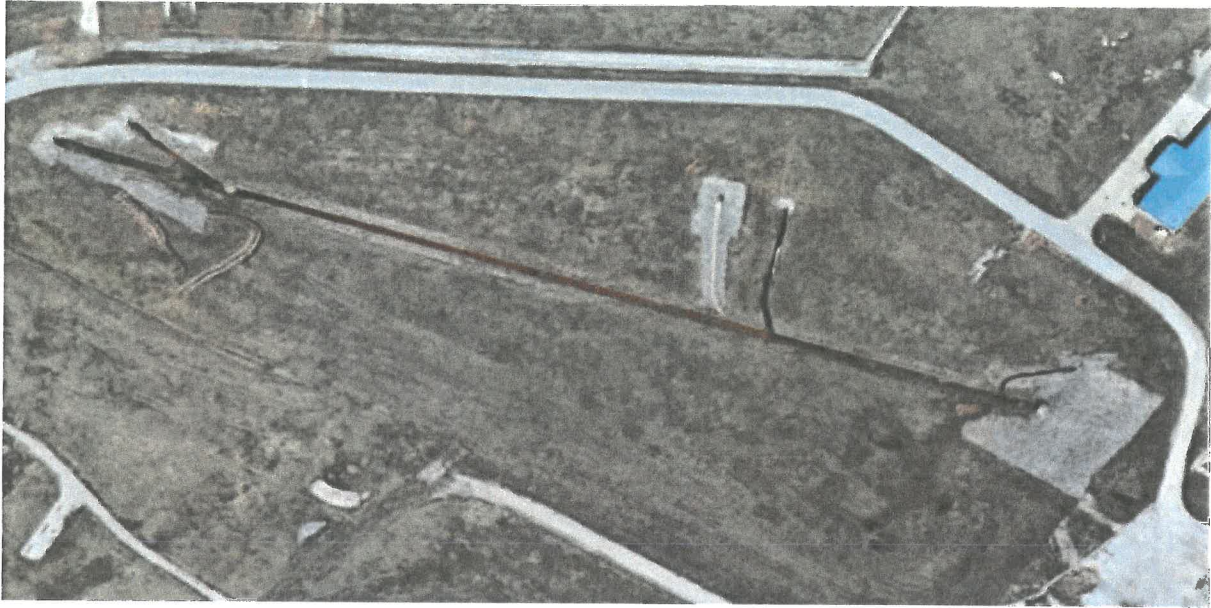
<https://www.google.com/maps/@38.7481473,-90.3880913,401m/data=!3m1!1e3!5m1!1e4>



Drainage Basins Lambert-St. Louis International Airport

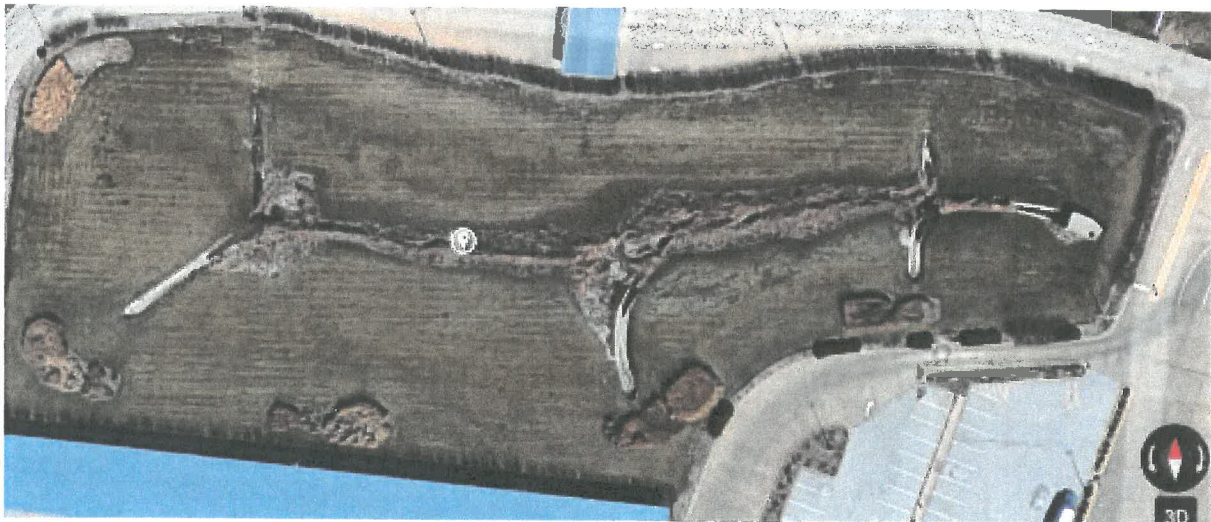
North Basin:

<https://www.google.com/maps/@38.7553017,-90.379433,399m/data=!3m1!1e3!5m1!1e4>



Cypress Lot:

<https://www.google.com/maps/@38.742362,-90.387717,162m/data=!3m1!1e3!5m1!1e4>



Drainage Basins Lambert-St. Louis International Airport

Harith Cargo Area

All three together:

<https://www.google.com/maps/@38.7475925,-90.3519786,402m/data=!3m1!1e3!5m1!1e4>



Haith West

<https://www.google.com/maps/@38.7476614,-90.3520415,113m/data=!3m1!1e3!5m1!1e4>



Drainage Basins Lambert-St. Louis International Airport

Haith Northeast:

<https://www.google.com/maps/@38.7477727,-90.3503287,95m/data=!3m1!1e3!5m1!1e4>



Haith Southeast

<https://www.google.com/maps/@38.7472446,-90.3506708,95m/data=!3m1!1e3!5m1!1e4>



Drainage Basins

Lambert-St. Louis International Airport

East Basins North and West of Cargo City – both basins

<https://www.google.com/maps/@38.7362555,-90.3502566,233m/data=!3m1!1e3!5m1!1e4>



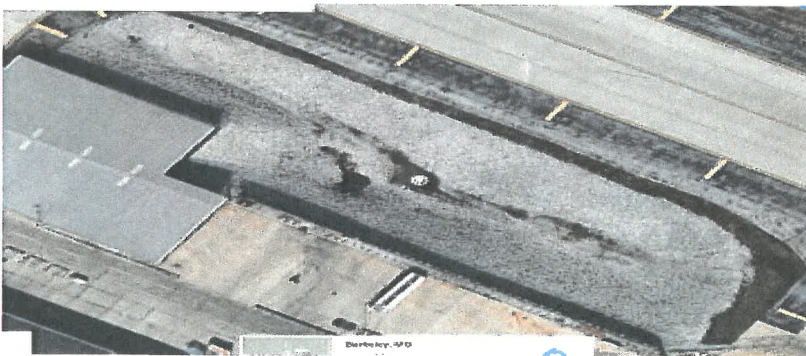
East Basins West:

<https://www.google.com/maps/@38.7362451,-90.3511488,96m/data=!3m1!1e3!5m1!1e4>



East Basins North:

<https://www.google.com/maps/@38.7364991,-90.3491641,114m/data=!3m1!1e3!5m1!1e4>



Drainage Basins Lambert-St. Louis International Airport

Trademart:

<https://www.google.com/maps/@38.7550194,-90.3916886,33m/data=!3m1!1e3!5m1!1e4>



Cambridge Crossing – 2 small basins:

Both basins:

<https://www.google.com/maps/@38.7522043,-90.4016031,197m/data=!3m1!1e3!5m1!1e4>



Cambridge Crossing Northwest:

<https://www.google.com/maps/@38.7527684,-90.4022647,50m/data=!3m1!1e3!5m1!1e4>



Drainage Basins Lambert-St. Louis International Airport

Cambridge Crossing Southeast:

<https://www.google.com/maps/@38.7514781,-90.4010255,50m/data=!3m1!1e3!5m1!1e4>



Springdale Basins:

<https://www.google.com/maps/@38.7228919,-90.3281741,434m/data=!3m1!1e3!5m1!1e4>

