

ORDINANCE #69257
Board Bill No. 86
Committee Substitute

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of The City of St. Louis, Missouri (the "City") to enter into and execute on behalf of the City a Professional Service Agreement for Fleet Vehicles & Special Equipment Maintenance/Repair Services at Lambert–St. Louis International Airport® (the "Airport") with a five (5) year term ending December 31, 2017 (the "Agreement"), between the City and Complete Auto Body & Repair, Inc. (the "Consultant"), a State of Missouri corporation, providing for the provision of fleet vehicle & special equipment maintenance and repair services to Airport vehicles and equipment, subject to and in accordance with provisions of the Agreement, which was awarded to the Consultant and approved by a City selection committee in accordance with Ordinance 64102 approved July 16, 1997 and was recommended and approved by the City's Airport Commission, and which is attached hereto as **ATTACHMENT "1"** and made a part hereof; containing a severability clause; and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The Director of Airports and the Comptroller for The City of St. Louis, Missouri (the "City") are hereby authorized and directed to enter into and execute on behalf of the City a Professional Service Agreement for Fleet Vehicles & Special Equipment Maintenance/Repair Services at Lambert–St. Louis International Airport® (the "Airport") with a five (5) year term ending December 31, 2017 (the "Agreement"), between the City and Complete Auto Body & Repair, Inc. (the "Consultant"), a State of Missouri corporation, providing for the provision of fleet vehicle & special equipment maintenance and repair services to Airport vehicles and equipment, subject to and in accordance with provisions of the Agreement, which was awarded to the Consultant and approved by a City selection committee in accordance with Ordinance 64102 approved July 16, 1997 and was recommended and approved by the City's Airport Commission, and is to read in words and figures substantially as set out in **ATTACHMENT "1"**, which is attached hereto and made a part hereof.

SECTION TWO. The sections, conditions, or provisions of this Ordinance or portions thereof shall be severable. If any section, condition, or provision of this Ordinance or portion thereof is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions, or provisions of this Ordinance.

SECTION THREE. This being an ordinance for the preservation of public peace, health, or safety, it is hereby declared an emergency measure as defined in Article IV, Section 20, of the City's Charter and shall become effective immediately upon its approval by the Mayor of the City.

ATTACHMENT 1

**CITY OF ST. LOUIS PROFESSIONAL SERVICE AGREEMENT FOR
FLEET VEHICLES & SPECIAL EQUIPMENT MAINTENANCE/REPAIR SERVICES
AT LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®**

CONTRACT NUMBER:

CONTRACT NOT TO EXCEED AMOUNT: \$500,000.00

ESTIMATED ANNUAL ENCUMBRANCES:

FY 2012 - 2013	\$ 50,000.00
FY 2013 - 2014	\$100,000.00
FY 2014- 2015	\$100,000.00
FY 2015-2016	\$100,000.00
FY 2016- 2017	\$100,000.00
FY 2017-2018	\$ 50,000.00

CONSULTANT: Complete Auto Body & Repair, Inc.
6041 North Lindbergh Boulevard
Hazelwood, Missouri 63042

FEDERAL I.D. NUMBER: 43 - 1904124

2.0 OBJECTIVE

The Consultant warrants, represents, covenants, and agrees that the Consultant shall furnish all labor, materials, equipment, supplies, parts, and supervision necessary to perform all work required to provide the professional, timely, and effective Fleet Vehicles & Special Equipment Maintenance/Repair Services utilizing appropriately trained and equipped personnel in accordance with and subject to the Provisions of this Agreement.

3.0 SCOPE OF WORK

The Consultant subject to and in accordance with the Provisions of this Agreement, shall perform the Fleet Vehicles & Special Equipment Maintenance/Repair Services described in this Agreement as requested by the Manager in writing on the "Vehicles" listed in Exhibit C entitled "List of Fleet Vehicles" which is attached hereto and incorporated herein. The Consultant acknowledges and agrees that the List of Fleet Vehicles is a dynamic one to which changes will be made as vehicles are acquired and replaced under the Airport's Replacement Schedule. For planning purposes, the Consultant may anticipate that the annual change will approximate five percent (5%) of the number of vehicles in any given year during the term of this Agreement. The Consultant acknowledges and agrees that the Manager at his/her sole discretion may make changes to the Exhibit C administratively without an amendment to this Agreement.

- A. Consultant shall furnish all personnel, labor, materials, equipment, supplies, consumables, and supervision necessary to perform all work required to provide the Fleet Vehicle & Special Equipment Maintenance Repair services listed in this Agreement in accordance with the Provisions of this Agreement. Full preventative maintenance, emergency response, and vehicle repairs, to the Vehicles, shall include but not be limited to the following:
1. Consultant shall report to the Manager and maintain records of all work performed within the scope of the Agreement in form and manner mutually agreed upon by the Consultant and the Airport Fleet Maintenance Manager.
 2. Consultant shall conduct annual safety and emissions inspections as required on the applicable Vehicles.
 3. Consultant shall conduct lubrication and filter services per manufacturer's specifications and/or as directed in writing by the Manager on all applicable Vehicles.
 4. Consultant shall conduct brake inspections while servicing Vehicles and perform brake maintenance & repair services per manufacturer's specifications and/or as directed in writing by the Manager.
 5. Consultant shall conduct transmission maintenance & repair services per manufacturer's specifications and/or as directed in writing by the Manager on all applicable Vehicles listed in the Agreement.
 6. Consultant shall conduct air conditioning maintenance & repair services on an as-needed basis but no less than annually and prior to May 1 on all applicable Vehicles listed in the Agreement.
 7. Consultant shall conduct engine tune ups per manufacturer's specifications and/or as directed by the Manager on all applicable Vehicles.
 8. Consultant shall conduct fuel injection system maintenance & repair services per manufacturer's specifications and/or as directed in writing by the Manager on all applicable Vehicles.
 9. Consultant shall conduct cooling system maintenance & repair services per manufacturer's specifications and/or as directed in writing by the Manager on all applicable Vehicles.
 10. Consultant shall conduct electrical equipment maintenance and repair services per manufacturer's specifications and repair as directed in writing by the Manager.
 11. Consultant shall provide non-emergency tire service on all applicable Vehicles. Repair or replacement of tires to include mounting/dismounting tires from wheel rims, patching and balancing, **tire plugs are**

not acceptable. Wheel alignments, if required, may be performed at a mutually agreed upon third party vendor (see Section 22 entitled "Assignment and Subcontracting").

12. Consultant shall provide emergency towing and/or repair services during non-Normal Business Hours sufficient to remove any Vehicle from any area where it may be a potential hazard or may sustain additional damage if left unattended as ordered and required in writing by the Manager.
13. Consultant may be directed by the Manager to perform additional or extra work not specifically targeted in the scope of work of the Agreement. (See Appendix A, Section 4 entitled "Extra Services.") Such extra or additional non-targeted services or work may include but not be limited to; modifications to Vehicles, installation of, or maintenance and repair of after- market equipment to be attached or that has been attached to a Vehicle and/or accident repairs including body work. Body work, if required, may be performed at a mutually agreed upon third party vendor (see Section 22 below).
14. Consultant shall administer all warranties and recalls for all Vehicles and parts of all Vehicles. **Work performed by the Consultant for which reimbursement is provided by the manufacturers shall not be billed to the City.**

B. **Quality Of Services Required**

1. Consultant shall provide a qualified and certified labor force. Said qualifications and certifications to include Automotive Service Excellence (ASE) certification and possession of a valid Missouri Commercial Drivers License with endorsements appropriate to the Vehicles and equipment listed in this Agreement.
2. Consultant shall provide all Fleet Vehicle & Special Equipment Maintenance/Repair services on a scheduled and on-call basis during Normal Business Hours. For purposes of the Agreement "**Normal Business Hours**" are defined as 8:00am to 5:00pm, Monday through Friday, central time, excluding designated federal holidays.
3. During non-Normal Business Hours, the Consultant shall provide all services listed in this Agreement as directed by the Manager on an on-call basis only.
4. Consultant must be able to promptly respond to the Manager's request for services under this Agreement during declared emergency situations such as major disasters or inclement weather conditions.
5. Consultant shall furnish all personnel, labor, materials, parts, equipment, supplies, consumables, and supervision necessary to perform all work required to provide the Fleet Vehicle & Special Equipment services for the Vehicles.
6. Consultant shall provide all necessary parts, equipment, supplies, and consumables, necessary to insure minimal down time on critical vehicles (i.e. police cars), as identified by the Manger.
7. Consultant shall maintain an inventory of consumables such as oil, lubricants, engine coolant, transmission fluids, filters, washer fluids, wiper blades and light bulbs in a manner acceptable to the Manager to ensure minimal out of service downtime.

4.0 EXTRA SERVICES

- A. If the Consultant is caused extra expense due to changes ordered by the City, or for extra or additional services, the Consultant shall be paid for such extra expenses and additional services ("**Extras**") as provided for herein. The fee for Extras shall be agreed upon up front and in writing on a case by case basis as provided for below in Section 4.B. For all work performed under this Agreement, the total amount to be paid to the Consultant shall not exceed the total Contract Not-To-Exceed Amount of this Agreement (See Section 9.D)
- B. Any work not herein specified which may be fairly implied as included in this Agreement, of which the Director

shall be the sole and absolute judge, shall be done by the Consultant without extra charge. The Consultant shall do all Extras that are mutually agreed to in writing and are ordered by the Director in writing. No claim for Extras shall be allowed in favor of the Consultant unless such Extras have been ordered in advance by written request of the Director. The Consultant shall furnish to the Director with itemized bills for all Extras and such bills may be verified or audited by the City. All bills for Extras done in any month, shall be submitted to the Director in writing before the 151 day of the following month, and the amounts thereon shall be in accordance with the daily time, material, and equipment statements duly approved by the Director. As proof of costs, the Consultant shall submit copies of itemized invoices received from the Consultant's approved subcontractors or subconsultant(s) which have been previously reviewed and approved by the Consultant. Extras shall be paid for on the basis of a fixed amount and/or rate and/or charge to be agreed upon and approved by the Consultant and the Director in writing prior to such Extras being performed.

5.0 **TERM**

The term of this Agreement shall be for a five (5) year period beginning on the commencement date specified below by the City and ending sixty (60) months thereafter unless terminated as provided for therein. This Agreement is expressly subject to, and shall not become effective or binding on the City until fully executed by all signatories of the City and delivered to the Consultant. The "Commencement Date" and "Expiration Date" are as follows:

Commencement Date: **January 1, 2013** Expiration Date: **December 31, 2017**

6.0 **RESPONSIBILITIES OF CONSULTANT**

In the performance of this Agreement, the Consultant warrants, represents, stipulates, and agrees that the Consultant shall:

- A. Comply with all applicable rules and regulations including ordinances, resolutions, plans, operating directives, environmental plans or programs, Airport certification manual, and directives promulgated or established by the Airport Authority, the Airport Commission, the Director, or the City, as they may be amended from time to time, in performing the work or services contemplated herein or the Provisions of this Agreement. Consultant warrants, represents, and agrees that the Consultant shall comply with all statutes, laws, ordinances, orders, judgments, decrees, permits, regulations, environmental plans and programs, environmental permits, directions, and requirements of the City and all federal, state, city, local and other governmental authorities, as may be amended from time to time, now or hereafter applicable, in performing the Provisions of the Agreement and/or the work or services contemplated herein. (See Section 16).
- B. Carry out the services as described in Section 3.0, Scope of Work, as ordered, requested, and directed in writing by the Director.
- C. Not subcontract, assign and /or otherwise transfer any of the services or work to be performed under this Agreement without the prior written consent of the City, and any failure to do so shall be deemed cause for termination of this Agreement. (See Section 22.0, "Assignment & Subcontracting").
- D. Be responsible for the employment and supervision of its own staff to carry out its obligations under this Agreement and be responsible for the performance and payment of professional services that it may hire subject to the provisions of this Agreement in addition to the Consultant's regularly employed staff. (Section 22, "Assignment and Subcontracting").
- E. Be responsible for the professional quality, technical accuracy, and coordination of information and materials utilized to implement the services provided under this Agreement. The Consultant shall, without any additional compensation, correct or revise any errors or deficiencies for which it is responsible in the course of providing its services under this Agreement as determined by the Manager except as provided for in Section 23 entitled "Right Of Review." (See Section 18).
- F. Treat all knowledge of the City's intentions, operations or procedures, and business as confidential and at no time divulge such information without the prior written consent of the Airport Director, unless otherwise required by a court order or subpoena. Consultant shall timely inform the City of any such order or subpoena prior to releasing said confidential information.

- G. Provide personal attention to and prompt services for all assignments. The Consultant understands and agrees that the City does not waive any rights or bases for any cause of action by the virtue of its review, approval, acceptance, or payment of any services provided by the Consultant under this Agreement.

7.0 MINIMUM PREVAILING WAGE AND FRINGE BENEFITS

The Consultant warrants, represents, and agrees that all employees and subcontractor's or subconsultant's employees performing any work under and subject to the terms of this Agreement at the Airport shall 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 7.0 is subject to and in accordance City Ordinance No. 62124.

8.0 FEES/REIMBURSEMENTS

- A. The City, subject to the Provisions of this Agreement, shall pay to the Consultant, in consideration of the above services rendered in performance of this Agreement "**Fees**" based upon the rates set forth below. Consultant shall invoice the City monthly for all services ordered and performed in accordance with the Provisions of the Agreement. Such monthly invoices shall itemize all costs by Airport vehicle/equipment inventory number and shall list all labor, materials and parts costs and/or fees and charges by Airport vehicle/equipment inventory number. Any third party vendor receipts, if paid by the Consultant and authorized by the Manager as provided for in the Agreement, shall also be included with the monthly invoice and other supporting documentation as may be reasonably requested by the Manager (See Section 9 below).

Year One Labor	\$80.00 per hour
Year Two Labor	\$80.00 per hour
Year Three Labor	\$83.20 per hour
Year Four Labor	\$86.53 per hour
Year Five Labor	\$89.99 per hour

Other Services Years One Through Five

Lube, Oil, & Filter- Standard (5 quart) 1	\$17.99 per vehicle
Safety Inspections	\$12.00 per vehicle
Emissions Inspection	\$24.00 per vehicle
Transmission Flush2	\$80.00 per vehicle
Front End Alignment	\$59.95 per vehicle
4 Wheel Alignment	\$79.95 per vehicle
Mount & Balance - Standard Tire3	\$12.00 per vehicle
Tire Patch	\$19.80 per tire
Non Emergency Service Calls4	\$55.00 per call
Brake Inspection	No Charge
Air Conditioning Check	No Charge
Cooling System Check	.3 Labor Hours
Parts/Additional Oil	List Price minus 10%
Light Duty Towing (under 1 ton)5	\$65.00 Per Tow
Light Duty Towing (under 1 ton)6	\$65.00 Per Tow
Medium Duty Towing	\$90.00 per hour
Heavy Duty Towing	\$125.00 per hour

Notes:

1. Lube, oil, & filter does not include the cost of the filter.
2. Transmission Flush does not include the cost of the fluid and filter.
3. Mount & Balance does not include the cost of weights.
4. Non Emergency Service Calls includes lock out/jump start/tire change.
5. During Normal Business Hours as defined in Section 1.0.

6. Outside Normal Business Hours.
- B. In addition to the Fees sited in 8.A above, the Consultant shall provide a Purchase Rebate defied as follows:
1. At the end of each contractual year, the Consultant shall rebate two percent (2%) of the prior year's gross parts and labor sales on repairs performed by the Consultant for the City under the Scope of Work of this Agreement.
 2. The rebate will be paid by the Consultant to the City within ninety (90) calendar days of the annual anniversary date of this Agreement.

9.0 PAYMENTS

- A. All Fees or Extras to be paid by the City to Consultant for the work performed pursuant to this Agreement shall be paid in due course after receipt of Consultant's itemized invoices to the City, subject to and in accordance with the Provisions of this Agreement. (See Sections 4 & 8.)
- B. Acceptance by Consultant of the final payment shall constitute payment in full for all work done.
- C. Nothing in this Agreement shall be construed or interpreted to create a debt, liability, or obligation of any kind whatsoever upon the City or Airport for the City or Airport to order or request any particular amount of work or services (See Section 30.1).
- D. In no event shall Fees and Extras provided for in this Agreement exceed this Agreement's Contract-Not-To-Exceed Amount of Five Hundred Thousand Dollars (\$500,000.00) during the term of this Agreement. Payment for the Fees and Extras shall be made at the rates and amounts provided for herein subject to and in accordance with the Provisions of this Agreement. All payments hereunder shall be contingent upon the appropriations of sufficient funds by the City annually.
- E. The Consultant represents, covenants, warrants and agrees to submit invoices for the services and work performed pursuant to this Agreement in a timely manner and as provided for in this Agreement. The Consultant hereby acknowledges and agrees that the City shall not be required or obligated to pay any invoices submitted to the City by the Consultant more than six (6) months after the expiration or earlier termination of this Agreement and/or be responsible for any costs or expenses incurred by the Consultant for services or work performed pursuant to this Agreement for which City Invoices or Airport Invoices have not been submitted to the City for payment within six (6) months of the • expiration or earlier termination of this Agreement.

10.0 REPAIR OF DAMAGE

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

11.0 CLAIMS

- A. The Consultant shall indemnify and save harmless the City, its officers, employees, and agents from all suits or actions brought against the City, its officers, employees or agents, for or on account of any injuries or damages received or sustained by any party or parties by or from the Consultant, his employees, representative, or agents, in the performance of the work herein specified, or in consequence of any negligence in guarding the same, or any defective materials or equipment used, or by or on account of any act or omission of the said Consultant.
- B. The Consultant shall save harmless the City, its officers, employees, representatives, and agents from the payment of any and all claims or demands arising out of any infringement, alleged infringement, or use of any patent or patented device, article, system, arrangement, material or process used by the Consultant or its officers, employees, representative, or agent in the execution of this Agreement.

12.0 REPLACEMENT OF PERSONNEL

Consultant agrees to replace any employee working under this Agreement, should the Airport Director in his/her sole determination feel and recommend that such should be done for the good of the services being rendered.

13.0 PROHIBITED ACTS

Consultant shall not do or permit to be done any act which:

- A. Will invalidate or be in conflict with any insurance policies covering the Airport or the City, or any part thereof, or upon the contents of any building thereon;
- B. Will increase rates of any insurance, extended coverage or rental insurance on the Airport or the City, or any part thereof, or upon the contents of any building thereon;
- C. In the opinion of the Director, will constitute a hazardous condition, so as to increase risks normally attendant upon the operations enumerated in this Agreement;
- D. Shall constitute a nuisance in or on the Airport or which may result in creation, commission, or maintenance or a nuisance in or on the Airport; or
- E. May interfere with the effectiveness or accessibility of the drainage of any sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses if any, installed or located in or on the Airport.
- F. If by reason of the Consultant's failure to comply with the Provisions of this section, any fire insurance, extend coverage or rental insurance rate on the Airport, or any part thereof, or upon the contents of any building thereon shall be at any time higher than it otherwise would be, then the Consultant shall on demand, pay the City the increase in the cost of insurance premiums paid or payable by the City which shall have been charged because of such violation by the Consultant. For the purpose of this section, "Airport" includes all structures or improvements located thereon.

14.0 GOVERNING LAW

It is understood and agreed by and between the City and Consultant that this Agreement shall be deemed and construed to be entered into and to be performed in the City of St. Louis, State of Missouri, and it is further understood and agreed by and between parties hereto that the laws of the State of Missouri, and the City's Charter and Ordinances as they may be amended from time to time shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

15.0 WAIVERS OF LIEN

Upon completion of work, and if requested .by the City, the Consultant shall submit within 15 days of the City's request full waivers of lien from every entity involved in the performance of this Agreement. Lien waivers shall be submitted on forms and executed in compliance with the Missouri Secretary of State requirements. The Consultant agrees not to permit any mechanics' or material men's liens or any other lien or encumbrances to be attached or foreclosed upon the City's property or any part or parcel thereof, or on the improvements thereon, or any Vehicle by reason of any work or labor performed or materials furnished by any mechanic, material man, contractor, consultant, or any other reason.

16.0 RULES & REGULATIONS

- A. Consultant warrants, represents, and agrees that the Consultant shall comply with all applicable federal, state and local governmental laws, codes, ordinances, regulations, executive orders, permits, operating directives, environmental permits, plans or programs, airport certification manual, and directives promulgated or established by the Airport Authority, Airport Commission, the Director, or the City, as they may be amended from time to time in performing the Provisions of this Agreement and/or the work contemplated herein. (See Section 6.A.)
- B. The Consultant will be responsible for compliance with all Airport Security Regulations, Airport Security

procedures, and 49 CFR Part 1500 as they may be amended from time to time. (See Section 28.0 entitled "Badging"). Any and all violations by the Consultant or its officers, employees, subconsultants, independent consultants, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Consultant, or its officers, employees, agents, or representatives, will be the responsibility of the Consultant. City shall be timely reimbursed (within ten (10) days of the City's request) for any such fines or penalties imposed on the City.

- C. The Consultant shall be responsible for the work of all subconsultants, contractors, and agents, and all work shall be kept under the Consultant's control. A complete list of all such subconsultants or subcontractors shall be submitted to the Director for his prior written approval (See Section 22.0).
- D. The Consultant shall 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.

17.0 PRECAUTIONARY MEASURES

Consultant shall exercise every reasonable precaution to prevent injury to persons or damage to property and avoid unreasonable inconvenience to residents and other users of the properties. Such precautions may include, not be limited to: watchmen, erecting barricades and railings, providing warnings such as lights, signals, or signs and exercising reasonable precautions against fire and take such other reasonable precautions as may be necessary, proper or desirable.

18.0 INSPECTIONS

- A. The Manager shall at all times have free access to the work, as well as the equipment, and offices of the Consultant for the purpose of determining Consultant's compliance with the Provisions of this Agreement. The Manager may perform periodic inspections of the work as outlined in this Agreement, to determine that services performed by the Consultant meet with required standards and the Consultant will be required to timely and promptly make any improvements as required by the Manager.
- B. The Manager will determine the amount, classifications, acceptability, and fitness of all work to be done hereunder, and will decide all questions which may arise related to the proper performance of this Agreement, and the Manager's decisions shall be final and conclusive except as provided for in Appendix A, Section 23. Nothing herein shall be construed or interpreted to mean that the Consultant is an agent or representative of the City.

19.0 INSURANCE AND INDEMNIFICATION

- A. The Consultant, at its expense, at all times during the term hereof, shall cause St. Louis County, the City and its Board of Aldermen, the Airport Commission, and their respective officers, agents and employees and the Consultant to be insured on **an occurrence basis** against all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities or omissions of the Consultant, its officers, agents, employees, consultants, subcontractors, licensees, invitees, representatives, and independent contractors pursuant to this Agreement under the following types of coverage:
 1. Comprehensive General Liability;
 2. Comprehensive Automobile (all vehicles, including hired and non- owned autos).
- B. **The minimum limits of coverage for the above classes of insurance shall equal a single limit of Two Million Dollars (\$2,000,000.00) comprised of such primary and excess policies of insurance as the Consultant finds it feasible to purchase during the term of this Agreement** and shall name the City, and its Board of Alderman, the Airport Commission, St. Louis County and their respective officers, employees, and agents (the "CITY", as used in this Section) as an II Additional Insured II. Prior to execution of this Agreement, Consultant shall provide certificates of said insurance to the Airport Representative in form and content satisfactory to the City. In addition, the Consultant shall also mail or fax a copy of the Certificate of Insurance 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 shall also extend to damage, destruction and injury to CITY owned or leased property and CITY personnel, and caused by or resulting from work, acts, operations, or omissions of Consultant, its officers, agents, employees, consultants, subcontractors, contractors, licensees, invitees, representatives, and independent contractors, and, contractual liability insurance sufficient to cover Consultant's indemnity obligations hereunder. The CITY shall 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 shall not make the CITY a partner or joint venturer with Consultant in its operations hereunder. Each such insurance policy shall provide primary coverage to the CITY when any policy issued to the CITY provides duplicate or similar coverage and in such circumstances, the CITY's policy will be excess over Consultant's policy.
- D. The Consultant shall protect, defend, and hold St. Louis County, the City, and its Board of Aldermen, the Airport Commission, and their respective officers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, and fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the City's premises or Vehicles, and/or the acts or omissions of Consultant's officers, agents, employees, consultants, subcontractors, contractors, 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 shall give to Consultant reasonable notice of any such claims or actions. The Consultant shall 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 shall survive the expiration or early termination of this Agreement.
- E. The Consultant shall maintain at least at the statutory requirements, such insurance in full force and effect to protect the Consultant, its employees, agents and representatives from claims under Workmen's Compensation Acts, claims for damages of personal injury and death, and for damages to property arising in any manner from the negligent or wrongful acts or failures to act by the Consultant, its employees, agents, and representatives in the performance of the service covered by this Agreement.

20.0 PERFORMANCE & PAYMENT BOND

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

21.0 CANCELLATION

- A. The City retains the right to cancel this Agreement immediately upon written notice to the Consultant, if the Consultant should fail to properly keep any Provisions of this Agreement; or, if the quality of service should fall below the specified standards; or, if the Consultant should fail or refuse to render the amount of service required.
- B. The Consultant shall have the right to cancel this Agreement upon ten (10) days written notice to the City, without penalty, if the City should fail to keep any of the Provisions of this Agreement.
- C. Either party shall have the right to cancel this Agreement without cause upon ten (10) days written notice to the other party with no liability to the canceling party and such a cancellation shall be deemed a no fault cancellation.
- D. Notwithstanding anything to the contrary herein, it is expressly understood by the parties hereto that this Agreement shall terminate immediately upon the failure of budgetary appropriations with no resulting liability to the City.
- E. If requested in writing by the Director and/or in the event of cancellation, termination, or the expiration of this Agreement, all tools, parts, equipment, supplies, materials, maps, plans and specifications, manuals, reports, studies, surveys, schedules, records, files, logs, Work Product, or property paid for, supplied or owned by the City shall be promptly (within three (3) working days) returned to the City by the Consultant. (See Section 30.P)

22.0 ASSIGNMENT AND SUBCONTRACTING

- A. Consultant shall not assign or transfer this Agreement without the prior written approval of the City, as provided for in Ordinance 63687 approved in 1996. At least 90 days prior to any contemplated assignment of this Agreement, Consultant shall submit a written request to the City. This request must include a copy of the proposed assignment agreement. The City reserves the right to refuse such request without cause or justification. No assignment shall be made or shall be effective unless Consultant shall not be in default on any of the Provisions of this Agreement. The parties to this Agreement understand and agree that the Consultant is and shall remain responsible for the performance of its assigns under this Agreement. No assignment shall be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved assignment agreement as provided for above.
- B. Consultant shall not subcontract and/or transfer any part of the services or work to be performed hereunder without the prior written approval of the Director of Airports and such approval may be withheld by the City without cause or justification. At least 60 days prior to any contemplated subcontracting of service or work, or the transfer of any part of the services or work to be performed hereunder, Consultant shall submit a written request to the Director of Airports. This request must include a copy of the proposed subcontract or agreement. At a minimum, any sub contract or other agreement must require strict compliance with the Provisions of this Agreement. The parties understand and agree that the Consultant is responsible for the performance of its subconsultants or agents under this Agreement. No subcontract or any other agreement shall 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, shall constitute default on the part of the Consultant under this Agreement. No action or failure to act on the part of any officer, agent, or employee of the City shall constitute a waiver by the City of this provision.
- D. The City has approved the following MIW/DBE subconsultants or subcontractors for participation under this Agreement at the percentage participation goals as set out below:

Document Imaging Systems of St. Louis, Inc.	MBE	4.2%
Cardinal Environmental Operations Corporation	WBE	2.6%
The Kiesel Company	WBE	21.6%

23.0 RIGHT OF REVIEW

Consultant shall have the right to take any decision or direction of the Manager to the Director for his review and decision. The decision of the Director will be final and binding. All requests for review must be in writing and timely (within 24 hours of the Manager's decision in dispute), and must set forth clearly the cause for such request of review. No review will be allowed by the Director which has not first been considered by the Manager. (See Section 18 entitled "Inspections").

24.0 AFFIRMATIVE ACTION PROGRAM AND NON-DISCRIMINATION

- A. Consultant agrees that in performing under this Agreement neither he nor anyone under his control will permit discrimination against any employee, worker, or applicant for employment because of race, creed, color, religion, sex, age, disability, national ancestry or origin.
- B. Consultant, during his performance under this Agreement, will in all printed or circulated solicitations, or other advertisement or publication for employees placed by or on behalf of the Consultant, state that it is an equal opportunity employer.
- C. Consultant agrees during his performance under this contract that should it be determined by the Consultant or the City that he will be unable to conform to his approved positive employment program, submitted to determine eligibility under the Fair Employment Division Practices Provisions of the City Code, he 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 Consultant to achieve the provisions of this program.
- D. Consultant will provide certification regarding its compliance with the Fair Employment Division Practices Provisions of the City Code. Consultant will, upon twenty-four (24) hour notice and during regular business hours permit reasonable access by the City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.
- E. In the event of the Consultant's non-compliance with the non-discrimination clauses of this contract, or to furnish information or permit his books, records and accounts to be inspected, within 20 days from the date requested, this contract may be canceled, terminated, or suspended in whole or part and Consultant may be declared ineligible for further City contracts for a period of one (1) year, by the option of the City of St. Louis; provided further in the event this contract is canceled, terminated, or suspended for failure to comply with fair employment practices, the Consultant shall have no claim for any damages against the City.
- F. Consultant further agrees that these clauses (A through E) on discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Consultant in all contracts or agreements entered into with suppliers of materials or services, Consultants and subconsultants and to the extent possible all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.
- G. Whenever the Consultant is sued or threatened with litigation by a subconsultant vendor, individual, group or association, as a result of compliance with the clauses (A through F) of these provisions relating to fair employment practices, such Consultant shall notify the City Counselor in writing of such suit or threatened suit within ten (10) days.
- H. The Consultant must submit evidence from the City's Civil Rights Enforcement Agency (**CREA**) stating that Consultant has complied with the City's requirements for an affirmative action program as required by the Mayor's Executive Order on Equal Opportunity in Employment.
- I. Consultant shall comply with all applicable nondiscriminatory requirements that may be imposed pursuant to the Federal Aviation Act of 1958, as amended; Title VI of the Civil Rights Act of 1964, as amended; 49 C.P.R. Parts 21, 23, and 26, as said regulations may be amended; and state and local laws.

25.0 MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE :MBE/WBE) PARTICIPATION

- A. Definitions:

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

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

B. Policy:

It is the policy of the City 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 shall 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 shall be liberally construed for the accomplishments of its policies and purposes.

C. Goal:

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

D. Obligation:

1. The Consultant agrees to take all reasonable steps to ensure that MBEs/WBEs have maximum opportunity to participate in contracts and subcontracts financed by the City of St. Louis Airport Authority provided under this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award or in the performance of contracts financed by the City.
2. A current Directory of MIW/DBE certified firms is available online at <http://www.mwdbe.org> under the Business Profile Directory link. A paper copy of the Directory may be requested at the A ort DBE Program Office , Lambert-St. Louis International Airport , P.O. Box 10212, St. Louis, Missouri 63145 or by calling (314) 426-8111.

E. Eligibility:

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

F. Counting MBE/WBE Participation Toward Goals:

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

to fulfill the participation goals.

G. Post Award Compliance:

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

H. Substitution of MBE/WBE Firms After Award:

1. The Consultant shall conform to the scheduled amount of MBE/WBE participation. When a listed MBEI/WBE is unwilling or unable to perform the items of work or supply the goods or services specified in the MBE/WBE Utilization Plan, the Consultant shall immediately notify the City of St. Louis Airport Authority DBE office prior to replacement of the firm.
2. Substitutions of MBEI/WBE must be approved in writing by the Director. (See Section 23.0) Substitutions of MBEI/WBE will be allowed only when the MBE/WBE has failed to perform due to a default (material breach) of its subcontract or agreement. Consultant understands, warrants, and agrees that it 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 MIWBE goals cannot be met, the Consultant shall document and submit justification utilizing the Consultant's Good Faith Efforts Report form and provide a statement as to why the goals could not be met. The quality and intensity of the Consultant's good faith efforts will be evaluated by the City. The Consultant must demonstrate the good faith efforts taken to meet the MIWBE goals, including but not limited to the following:

1. Efforts made to select portions of the work proposed to be performed by MIWBEs 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 MIWBE participation. Selection of portions of work are required to at least equal the goal for MIWBE utilization specified in the contract.
2. Written notification at least (14) calendar days prior to the opening of proposals, soliciting individual MIWBEs interested in participation in the contract as a subconsultant, 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 MIWBEs on this contract.
4. Efforts made to negotiate with MIWBEs for specific items of work including evidence on:
 - a. The names, addresses, telephone numbers of MIWBEs who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the MIWBEs to determine with certainty whether the MIWBE is interested. Personal or phone contacts are expected.
 - b. A description of the information provided the MIWBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed.
 - c. A statement of why additional agreements with MIWBEs were not reached, and
 - d. Documentation of each MIWBE contacted but rejected and the reasons for the rejection.
5. Absence of any agreements between the Consultant and the MIWBE in which MIWBE promises not

to provide subcontracting quotations to other Consultants.

6. Efforts made to assist the MIWBEs that need assistance in obtaining bonding, insurance, or lines of credit required by the Consultant.
7. Documentation that qualified MIWBEs are not available, or not interested.
8. Attendance at any meeting scheduled by the user department, or the SLDC to encourage better consultant-subconsultant relationships, forthcoming MIWBE 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 MIWBEs and area of interest.
10. Efforts to effectively use the services of available disadvantaged community organizations; disadvantaged Consultant's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of MIWBEs.
11. Examples of actions not acceptable as reasons for failure to meet the MIWBE goal.
 - a. MIWBE unable to provide performance and/or payment bonds.
 - b. Rejection of reasonable bid based on price.
 - c. M/WBE would not agree to perform items of work at the unit bid price.
 - d. Union versus nonunion status.
 - e. Consultant normally would perform all or most of the work of the contract.
 - f. Solicitation by mail only.
 - g. Restricting to only those general group of items which may be listed in proposal under such headings "Items Subcontractible to MIWBE firms".
12. The demonstration of good faith efforts by the Consultant must, in the end, prove the Consultant had actively and aggressively sought out MIWBEs to participate in the project.
13. The information provided will be evaluated to determine if the Consultant is responsive. All the information provided must be accurate and complete in every detail. The apparent successful Consultant's attainment of the MIWBE goal or demonstration of good faith effort will assist in determining the award of the contract.

J. Record Keeping Requirements:

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

K. Reporting Requirement:

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

L. Applicability Of Provisions To MBE/WBE Consultants:

These provisions are applicable to all consultants including MBE/WBE consultants. If the MBE/WBE Consultant intends to sublet any portion of this Agreement, the MBE/WBE Consultant shall comply with provisions regarding consultant and subconsultant relationships.

26.0 ADMINISTRATIVE PROCEDURES

- A. Before work under this Agreement commences, the Consultant shall designate, by writing to the City, an experienced, competent, and knowledgeable fulltime employee of the Consultant as the Consultant's "Project Coordinator". The Project Coordinator shall be fully authorized to act for the Consultant in all matters covered by this Agreement. The Consultant shall make certain that all supervisory personnel (if applicable) understand the Provisions and obligations of this Agreement.
- B. When necessary, or as requested by the Manager, the Consultant shall make periodic reports and recommendations to the Manager with respect to conditions, transactions, situations or circumstances encountered by the Consultant relating to the services to be performed under this Agreement.
- C. The Consultant's performance hereunder shall be in accordance with the highest standards of care, skill, and diligence provided by professionals who perform services similar to the services contemplated by this Agreement. All work shall be executed in the most professional, safe and substantial manner and everything shall be furnished by Consultant that is necessary to complete and perfect the aforesaid work according to the design and intention, whether particularly specified or not which may be inferred from this Agreement and its specifications.
- D. The Consultant acknowledges, stipulates, and agrees that the City and its officers, agents, representatives, or employees shall not be responsible or liable for in any way whatsoever for any hazardous condition created by, arising out of, or incidental to the Fleet Vehicles & Special Equipment Maintenance/Repair Services performed by the Consultant or its officers, employees, Consultants, representatives, or agents under this Agreement. (See Section 20.0 entitled "Insurance and Indemnification.")
- E. The Consultant shall give personal attention to the performance of this Agreement and shall furnish to the Director a listing of all employees (including subconsultant's employees) performing services under this Agreement. (See also Section 23.0 entitled "Assignment and Subcontracting"). This listing of said employees shall be updated and maintained by the Consultant throughout the term of this Agreement. The Consultant shall be present, either in person, or have a duly authorized representative (i.e., Project Coordinator or supervisory personnel) at the site of the work continuously during working hours, throughout the progress of the work, to receive directions or furnish information. Any instructions or directions given to the Project Coordinator or supervisory personnel of the Consultant will be considered the same as given to the Consultant in person.
- F. Consultant, at its cost, shall be required to secure all necessary certifications, permits and/or licenses or approvals required or necessary to fulfill the Provisions of this Agreement.
- G. In case of an emergency, the Manager shall have authority to order the Consultant to immediately terminate work and clear the area of personnel and equipment. The Consultant shall immediately comply with such an order with all possible speed.

27.0 FACILITIES PROVIDED BY THE AIRPORT

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

28.0 BADGING

- A. The Consultant shall comply with all applicable federal, state and local governmental laws and regulations as well as rules and regulations of the Airport as may be amended from time to time. (See Sections 6.A & 16).
- B. The Consultant at its cost shall supply to and update as needed for the Airport Police Security Operations Bureau, a list of the Consultant's employees to be issued an Airport Employee Badge.

- C. The Consultant at its cost, if requested by the City, shall provide verification of a five (5) to ten (10) year employee background check of each employee to be issued an Airport Employee Badge.
- D. The Consultant shall, when requested and ordered by the Director, 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 shall be used to issue Airport Identification Badges to all Consultant employees assigned to work with the Security Identification Display Area ("**SIDA**"). The Consultant shall 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 Consultant shall bear the cost of providing badges for the Consultant's employees working under this Agreement. The cost for badging is approximately \$80.00 per employee and includes the cost of the badge, background check, fingerprinting and the SIDA course. Replacement cost for lost, stolen, or damaged identification badges will be the sole responsibility of the Consultant.
- E. The Consultant shall be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and TSA 1542 as they may be amended from time to time. Any and all violations by the Consultant or its officers, employees, subconsultants, subcontractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Consultant, or its officers, employees, agents, or representatives, will be the responsibility of the Consultant. The City shall be timely reimbursed (within ten (10) days of the City's request) for any such fines or penalties imposed on the City. (See Section 16.B).

29.0 MISSOURI UNAUTHORIZED ALIENS LAW

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

30.0 GENERAL PROVISIONS

- A. The Consultant is, and at all times hereunder, shall be and remain an independent consultant or consultant and nothing herein shall be interpreted to mean that the Consultant or any of its employees or agents are employees or agents of the City.
- B. The Consultant shall coordinate the services performed under this Agreement with the Director.
- C. The Consultant agrees that the services performed pursuant to this Agreement shall be performed in accordance with the highest standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to the services contemplated by this Agreement. All work shall be executed in the most professional, safe, and substantial manner and everything shall be furnished by the Consultant that is necessary to complete and perfect the work in accordance with the Scope of Work and the Provisions of this Agreement.
- D. This Agreement, together with all attachments and exhibits attached hereto constitutes the entire agreement between the parties hereto and all other representations or statements hereto made, verbal or written, are merged herein. This Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.

- E. The Consultant shall comply with all applicable federal, state, and local laws and regulations, the City's Charter, as well as rules and regulations established by the City of St. Louis or the Airport or may be amended from time to time.
- F. The City and the Consultant agree that this Agreement and all contracts entered into under the Provisions of this Agreement shall be binding upon the parties hereto and their successors and permitted assigns.
- G. A waiver by either party of the Provisions hereto to be performed, kept, or observed by the other party shall not be construed as, or operate as, a waiver of any subsequent default or breach of any of the Provisions of this Agreement. Any waiver by either party must be in writing and signed by the party waiving.
- H. The Consultant shall keep and maintain such records and reports as are necessary for the City to determine compliance with the obligations of this Agreement. Such records shall be maintained by the Consultant for at least three years after the expiration or termination of this Agreement. The City reserves the right to investigate, audit, and review, upon request, such records and documents, in order to determine compliance with this Agreement (See Section 31.0 entitled "Right To Audit").
- I. The City retains the right to solicit bids and award contracts on any modifications, deletions, or additions to the Fleet Vehicles & Special Equipment Maintenance/Repair Services contemplated herein. The City retains the right to furnish materials, parts, or supplies at its discretion, or perform for itself, any work contemplated herein (See Section 9.C).
- J. No alderman, commissioner, director, board member, officer, employee or other agent of the City shall be personally liable under or in connection with this Agreement, provided said individual does not engage in fraud or material misrepresentation in his/her capacity as a City representative with regard to this Agreement.
- K. Neither party shall be deemed in violation of this Agreement, if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of a public enemy, acts of a superior governmental authority, riots, rebellion, acts of terrorism, or sabotage, or any other circumstances for which it is not responsible and which is not within its control. (See Section 30.M)
- L. In the event any Provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such Provision shall in no way affect any other Provision, herein contained, provided the invalidity of such Provision does not materially prejudice either party hereto in its respective rights and obligations contained in the valid Provisions of this Agreement.
- M. Time is of the essence in this Agreement. The parties agree that time shall be of the essence in the performance of each and every obligation and understanding of this Agreement.
- N. The parties affirm each has full knowledge of the Provisions contained in this Agreement. As such, Provisions of this Agreement shall be fairly construed and the usual rule of construction, if applicable, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed, in the interpretation of this Agreement or any amendments, modifications or exhibits thereto.
- O. Unless otherwise expressly provided for herein, when the consent, approval, waiver, release, or certification ("**Approval**") of either party is required under the terms of this Agreement, such Approval must be in writing and signed by the party making the Approval. Whenever the Approval of the City or the Director of Airports is required, the Approval must be from the City's Director of Airports or his/her authorized or designated representative.
- P. Any files, reports, test results, samples, records, studies, logs, surveys, specifications, analysis, maps, schedules, documents, data, work product, or items given to or created, prepared or assembled by the Consultant under this Agreement ("**Work Product**"), are confidential and shall not be made available to any individual or organization by the Consultant or its officers, employees, agents, or representatives without the prior written approval of the Airport Director. All such Work Product shall become and remain the property of the City. (See Sections 21.E)

31.0 RIGHT TO AUDIT

- A. The Consultant's "**records**" shall be open to inspection and subject to audit and/or reproduction upon twenty-four (24) hours notice during normal working hours or made available. A City representative (at the City's sole expense) may perform such audits or an outside representative engaged by the City. The City or its designee may conduct such audits or inspections throughout the term of this Agreement, and for a period of three years after the early termination or the expiration of this Agreement or longer if required by law.
- B. The Consultant's "records" as referred to in this Agreement shall include only that information, materials, and data specific to Consultant's performance in accordance with this Agreement, 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. Such records subject to audit shall also include, but not limited to, those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. Such records shall include (hard copy, as well as computer readable data if reasonably available), written policies and procedures; time sheets; payroll registers; cancelled checks; original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Consultant records which may • have a bearing on matters of interest to the City in connection with the Consultant's work for the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation of:
1. Consultant's compliance with the Provisions of this Agreement or the performance of the services contemplated herein; or
 2. Compliance with provisions for •pricing, change orders, invoices or claims submitted by the Consultant or any of its payees or subconsultants or subcontractors, if any.

32.0 LIVING WAGE PROVISIONS

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

- 5. **Term of Compliance:** Beginning on the effective date of this Agreement, Contactor hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for as long as work related to this Agreement is being performed by Consultant's employees, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such work is performed.
- 6. **Reporting:** Consultant shall provide the Annual Reports and attachments required by the Ordinance and Regulations.
- 7. **Penalties:** Consultant acknowledges and agrees that failure to comply with any provision of the Ordinance and/or Regulations may result in penalties specified in the Ordinance and/or Regulations, which penalties may include, without limitation, suspension or termination of this Agreement, forfeiture and/or repayment of City funds, disbarment, and/or the payment of liquidated damages, as provided in the Ordinance and Regulations.
- 8. **Acknowledgments:** Consultant acknowledges receipt of a copy of the Ordinance and Regulations.

33.0 NOTICE PROVISION

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

Airport Director
 St. Louis Airport Authority
 10701 Lambert International Boulevard
 P.O. Box 10212
 St. Louis, MO 63145

with a copy to:

Bill Korte
 Airport Assistant Director for Operations
 St. Louis Airport Authority
 10701 Lambert International Boulevard
 P.O. Box 10212
 St. Louis, MO 63145

and a copy to:

Robert Salarano
 Airport Properties Division Manager
 Airport Office Building
 10701 Lambert International Boulevard
 P.O. Box 10212
 St. Louis, MO 63145

All notices, demand, and request by the City to Consultant shall be sent to: Kurtis Barks

Complete Auto Body & Repair, Inc.
 6041 North Lindbergh Boulevard
 Hazelwood, Missouri 63042

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

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

COMPLETE AUTO BODY & REPAIR

ATTEST:

By: _____
Date

BY: _____
Date

**THE CITY OF ST. LOUIS, MISSOURI, OPERATING
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®:**

Pursuant to Ordinance Number _____ approved _____, 2012.

The foregoing Agreement was approved on this _____ day of _____, 2012, by the Airport Commission.

By: _____
Director of Airports Date

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on _____, 2012.

By: _____
Secretary Date
Board of Estimate & Apportionment

APPROVED AS TO FORM BY:

COUNTERSIGNED BY:

City Counselor Date

Comptroller Date

ATTESTED TO BY:

Register Date

Exhibit "A"

AFFIDAVIT
(Missouri Unauthorized Aliens Law)

STATE OF Missouri)
)SS.
COUNTY OF ST. LOUIS)

AFFIDAVIT

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

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

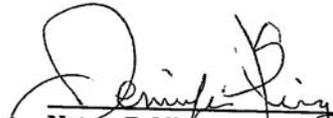
I am the General Manager/President (Position/Title) of Complete Auto Body + Truck (Contractor).

I have the legal authority to make the following assertions:

1. Complete Auto Body + Truck Repair (Contractor) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with Fleet Vehicle and Special Equipment Maintenance/Repair Services at Lambert-St. Louis (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, Complete Auto Body + Truck Repair (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 19 day of March, 2012.


Notary Public

My Commission Expires:



EXHIBIT B

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ADJUSTMENT BULLETIN

**NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2012**

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 **\$11.93** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **\$15.52** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$3.59** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of **April 1, 2012**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

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

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

Dated: February 17, 2012

EXHIBIT C
LIST OF FLEET

AssetNo	ModelYear	mfg	model	AssetShortDesc	GVWR
0001	2010	CHEVROLET		AWD UTILITY	6459
0002	2006	CHEVROLET	TRAILBLAZER	4WD UTILITY	5750
0003	2006	CHEVROLET	TRAILBLAZER	4WD UTILITY	5750
0004	2006	CHEVROLET	TAHOE	4WD UTILITY	6900
0005	2007	CHEVROLET	TRAIL BLAZER	4WD UTILITY	5750
0010	2008	CHEVROLET	SILVERADO 1500	4WD EXT CAB	7000
0011	2001	FORD	CROWN VICTORIA	PASSENGER CAR	5251
0013	1999	CHEVROLET	BLAZER	4WD UTILITY	5100
0014	2008	CHEVROLET	TRAILBLAZEER	4WD UTILITY	5750
0017	2007	CHEVROLET	COLORADO	4WD PICK UP	5300
0018	2004	DODGE	CARAVAN	FRICTION TESTER	
0019	2003	CHEVROLET	BLAZER LS	4WD UTILITY	5350
0020	2005	CHEVROLET	IMPALA	PASSENGER CAR	4550
0021	2002	CHEVROLET	BLAZER LS	4WD UTILITY	5350
0022	2007	CHEVROLET	TRAIL BLAZER	4WD UTILITY	5750
0025	2011	CHEVROLET	EQUINOX	FWD UTILITY	3779
0026	2004	CHEVROLET	BLAZER LS	4WD UTILITY	5350
0030	2005	CHEVROLET	SILVERADO	PICK UP HYBRID	6400
0032	2001	CHEVROLET	SILVERADO 1500	4WD PICKUP EXT. CAB	6400
0033	2011	CHEVROLET	SILVERADO	CREW CAB PICK UP	6735
0034	2007	CHEVROLET	COLORADO	4WD MINI PICKUP	5300
0036	2005	CHEVROLET	TRAILBLAZER	4WD UTILITY	5750
0038	2003	GMC TRUCK DIVISION		4WD UTILITY	5750
0041	2007	CHEVROLET	TAHOE	4WD UTILITY	7300
0051	2006	CHEVROLET	TRAILBLAZER	TRAILBLAZER	5750
0060	2009	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0061	2008	CHEVROLET	TRAILBLAZER	4WD UTILITY	5750
0062	2009	CHEVROLET	TRAILBLAZER	UTILITY	5750
0063	2011	CHEVROLET	TAHOE	2WD UTILITY	6700
0064	2007	CHEVROLET	COLORADO	TRUCK PICK UP EXTENDED CAB	5300
0065	2009	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0066	2010	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0067	2010	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0068	2009	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0069	2008	CHEVROLET	TRAIL BLAZER	4WD UTILITY	5750
0070	2009	CHEVROLET	IMPALA	PASSENGER CAR	4675
0071	2011	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0072	2010	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0073	2009	CHEVROLET	IMPALA	PASSENGER CAR	4675
0075	2008	CHEVROLET	TRAILBLAZER	4WD UTILITY	5750
0076	2006	CHEVROLET	EQUINOX	4WD UTILITY	5650

AssetNo	ModelYear	mfg	model	AssetShortDesc	GVWR
0077	2008	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0078	2008	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0079	2010	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0080	2007	FORD	CROWN VICTORIA	CAR PASSENGER	5650
0081	2010	CHEVROLET	EQUINOX	PASSENGER CAR	5299
0082	2010	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0083	2010	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0084	2006	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0085	2008	CHEVROLET	IMPALA	PASSENGER CAR	4668
0086	2011	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0087	2011	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0089	2009	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0090	2008	CHEVROLET	IMPALA	PASSENGER CAR	4692
0091	2011	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0092	2006	CHEVROLET	SILVERADO	4WD PICK UP	7000
0093	2011	CHEVROLET	TAHOE	2WD UTILITY	6700
0100	1999	CHEVROLET	SILVERADO 1500C	4WD PICKUP EXT. CAB	6400
0101	2003	CHEVROLET	SILVERADO	P/U 4WD CREW	8500
0102	2003	CHEVROLET	SILVERADO	P/U 4WD CREW	9200
0103	2003	CHEVROLET	SILVERADO	P/U 4WD CREW	8500
0104	2008	CHEVROLET	SILVERADO 3500	4WD CREW CAB PICK UP	9900
0105	2007	CHEVROLET	COLORADO	4WD PICK UP	5300
0106	2005	CHEVROLET	EXPRESS 15	VAN PANEL	12000
0109	1997	CHEVROLET	SIERRA	P/U 4WD CREW DUMP	10000
0133	2000	FREIGHTLINER	FL60	TRUCK DUMP 4X2	9200
0134	2001	FORD	F350	TRUCK PICKUP CREW CAB DUMP	11400
0135	1992	CHEVROLET	P30	VAN PANEL	11000
0167	2008	CHEVROLET	SILVERADO 3500	CREW CAB P/U	9900
0168	2008	CHEVROLET	SILVERADO 3500	CREW CAB P/U	9900
0169	2008	CHEVROLET	SILVERADO 3500	4WD CREW CAB PICK UP	9900
0237	1999	CHEVROLET	3500	FLAT BED PICK UP	11000
0238	2008	CHEVROLET	SILVERADO 3500	4WD CREW CAB PICK UP	9900
0282	2003	CHEVROLET	2500	PASSENGER VAN	8500
0283	2000	CHEVROLET	3500	4WD PICK UP	9200

AssetNo	ModelYear	mfg	model	AssetShortDesc	GVWR
0284	2008	CHEVROLET	SILVERADO 3500	4WD CREW CAB PICK UP	9900
0285	2006	CHEVROLET	COLORADO	PICK UP	5300
0290	2003	CHEVROLET	SILVERADO	4WD PICK UP	8500
0300	2003	CHEVROLET	SILVERADO	4WD PICKUP W/EXTENDED CAB	6400
0301	2007	CHEVROLET	SILVERADO	4WD EXT. CAB PICK UP	9200
0303	2008	CHEVROLET	2500 EXPRESS	CARGO VAN	8600
0304	2007	CHEVROLET	SILVERADO	4WD CREW CAB PICK UP	9200
0305	2007	CHEVROLET	SILVERADO 2500	4WD CREW CAB P/U	9200
0307	2007	CHEVROLET	SILVERADO 2500	4WD CREW CAB P/U	9200
0308	2003	CHEVROLET	SILVERADO	SERVICE BODY	9200
0313	2007	CHEVROLET	VAN 2500	CARGO VAN	8600
0316	2008	CHEVROLET	EXPRESS	CARGO VAN	8600
0317	2007	CHEVROLET	COLORADO	4WD MINI PICK UP	4850
0333	2007	CHEVROLET	SILVERADO 2500	4WD EXT CAB PICK UP	9200
0334	2003	CHEVROLET	2500	PASSENGER VAN	8500
0335	2007	CHEVROLET	VAN 2500	WORK VAN	8600
0338	1998	CHEVROLET	CHEYENNE	FLAT BED PICK UP	11000
0400	2008	CHEVROLET	TRAIL BLAZER	4WD UTILITY	5750
0401	2006	CHEVROLET	TRAILBLAZER	4WD UTILITY	5750
0402	1996	CHEVROLET	VAN	VAN FULL SIZE	8600
0403	2006	CHEVROLET	TRAILBLAZER	4WD UTILITY	5750
0404	1997	CHEVROLET	ASTRO	MINI VAN	5950
0405	2003	CHEVROLET	BLAZER	4WD UTILITY	5350
0480	1999	CHEVROLET	1500	4WD EXT. CAB	6400
0481	2006	CHEVROLET	COLORADO	PICK UP	5350
0486	2001	FORD	CROWN VICTORIA	PASSENGER CAR	5251
0489	2008	CHEVROLET	UPLANDER	MINI VAN	5622
0491	2008	CHEVROLET	UPLANDER	MINI VAN	5622
0500	2007	CHEVROLET	Silverado 1500 LT	4WD EXT CAB	6400
0501	2009	CHEVROLET	COLORADO	4WD MINI PICK UP	5300
0502	2008	CHEVROLET	SILVERADO	2WD REGUALR CAB PICK UP	9200
0503	2008	CHEVROLET	SILVERADO	2WD REGULAR PICK UP	9280
0504	2000	CHEVROLET	SILVERADO	2WD FULL	6400
0505	1996	GMC TRUCK DIVISION	VAN	MINI VAN	5600
0506	2000	CHEVROLET	3500	FLAT BED PICK	8600
0507	2008	CHEVROLET	SILVERADO	4WD EXT. CAB PICK UP	7000
0508	2006	CHEVROLET	SILVERADO	TRUCK PICK 4WD REGULAR CAB	9200
0509	2006	CHEVROLET	SILVERADO	TRUCK PICK 4WD REGULAR CAB	9200
0510	2008	CHEVROLET	SILVERADO	TRUCK PICK UP 2WD REG CAB	9200
0511	2009	CHEVROLET	COLORADO	4WD MINI PICK UP	5300

AssetNo.	ModelYear	mfg	model	AssetShortDesc	GVWR
0512	2008	CHEVROLET	COLORADO	4WD MINI PICK UP	5300
0513	2002	CHEVROLET	S-10	2WD PICK UP	4700
0514	2001	FORD	F150	P/U 4X2 REGULAR CAB	7650
0515	2002	CHEVROLET	S-10	2WD PICK UP	4700
0600	2011	CHEVROLET	SILVERADO	CREW CAB PICK UP	6735
0603	2006	CHEVROLET	UPLANDER	PASSENGER VAN	5622
0635	1995	FORD	AEROSTAR	MINI VAN	5220
0641	2000	FORD	EXPLORER	4WD UTILITY	5340
0643	2003	CHEVROLET	SILVERADO	4WD PICK UP REGULAR CAB	8500
0644	2006	CHEVROLET	TRAILBLAZER	4WD UTILITY	5750
0646	2011	CHEVROLET	EQUINOX	FWD UTILITY	3779
0700	2008	CHEVROLET	SILVERADO	4WD EXTENDED CAB P/U	7000
0701	2007	CHEVROLET	SILVERADO 2500	4WD REG. CAB P/U	9500
0702	2003	CHEVROLET	2500	PASSENGER VAN	8500
0703	2006	CHEVROLET	SILVERADO	TRUCK PICK UP 4WD REGULAR CAB	9200
0704	2005	CHEVROLET	SILVERADO	PICK UP	9200
0705	2005	CHEVROLET	SILVERADO 2500	PICK UP TRUCK	9200
0706	2007	CHEVROLET	SILVERADO	4WD REGUALR CAB PICK UP	9200
0707	2003	CHEVROLET	2500	PASSENGER VAN	8500
0708	2003	CHEVROLET	SILVERADO	P/U 4WD CREW	9200
0709	1998	GMC TRUCK DIVISION	SIERRA 3500	1 TON FLATBED TRUCK	11000
0711	1996	GMC TRUCK DIVISION	JIMMY	4WD UTILITY	5300
0712	2012	CHEVROLET	COLORADO	2WD PICK UP	4850
0713	2002	CHEVROLET	S-10	2WD PICK UP	4700
0714	2006	CHEVROLET	SILVERADO	TRUCK PICK UP 4WD REGULAR CAB	9200
0715	2011	CHEVROLET	SILVERADO	CREW CAB PICK UP	6735
0740	1996	GMC TRUCK DIVISION	3500	4WD PICK-UP	9200
0741	1996	GMC TRUCK DIVISION	3500 VANDURA	VAN FULL SIZE	8600
0742	1997	FORD	E150	VAN FULL SIZE	7000
0743	1999	CHEVROLET	3500	VERSALIFT	11000

4 of 4

Approved: October 29, 2012