

**ORDINANCE #69369**  
**Board Bill No. 196**

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 Service Agreement for Solid Waste Disposal & Recycling Services at Lambert–St. Louis International Airport® (the "Airport") with a five (5) year term commencing on March 1, 2013 and ending on February 28, 2018 (the "Agreement"), between the City and Allied Services, LLC, a limited liability corporation of the State of Delaware, doing business as Republic Services (the "Contractor"), providing for the disposal and recycling of solid waste for the Airport subject to and in accordance with provisions of the Agreement, which was awarded to the Contractor and approved by the City's Airport Commission, and 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 Service Agreement for Solid Waste Disposal & Recycling Services at Lambert–St. Louis International Airport® (the "Airport") with a five (5) year term commencing on March 1, 2013 and ending on February 28, 2018 (the "Agreement"), between the City and Allied Services, LLC, a limited liability corporation of the State of Delaware, doing business as Republic Services (the "Contractor"), providing for the disposal and recycling of solid waste for the Airport subject to and in accordance with provisions of the Agreement, which was awarded to the Contractor 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 or provisions of this Ordinance or portions thereof shall be severable. In the event that any section 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 or provisions of this Ordinance unless the court finds the valid sections or provisions of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the illegal, unconstitutional or ineffective section or provision that it cannot be presumed that the Board of Aldermen would have enacted the valid sections or provisions without the illegal, unconstitutional or ineffective sections or provisions; or unless the court finds that the valid sections or provisions, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

**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**  
**SERVICE AGREEMENT FOR**  
**SOLID WASTE DISPOSAL & RECYCLING SERVICES**  
**AT LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®**

This Agreement, made and entered into this    day of    , 2012 (the “**Agreement**”), by and between the City of St. Louis, a municipal corporation of the State of Missouri, (the “**City**”) and Allied Services, LLC, a limited liability corporation of the state of Delaware, doing business as Republic Services (the “**Contractor**”).

**WITNESSETH THAT:**

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

**WHEREAS**, the City seeks to contract with a qualified provider for the services described herein.

**NOW THEREFORE**, in consideration of the terms, promises and the mutual covenants and agreements herein contained, and other valuable considerations, the City and the Contractor agree as follows:

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

APPENDIX "A"

TECHNICAL SPECIFICATIONS  
(SOLID WASTE DISPOSAL & RECYCLING SERVICES)

1. DEFINITIONS

The following terms and definitions are used in this solicitation:

- A. **"Agreement"** means this contract executed between the City of St. Louis and Allied Services, LLC doing business as Republic Services.
- B. **"Airport"** means the property owned by the City at Lambert-St. Louis International Airport®.
- C. **"Airport Representative"** means the Airport Facilities Maintenance Manager or his/her authorized and/or designated representative.
- D. **"City"** means the City of St. Louis, owner and operator of Lambert-St. Louis International Airport®.
- E. **"Contractor"** used herein means Allied Services, LLC doing business as Republic Services.
- F. **"days"** means consecutive calendar days unless otherwise expressly stated.
- G. **"Director"** as used herein refers to the Director of Airports of the City of St. Louis and to his/her authorized representatives or designated representative.
- H. **"Holiday"** shall mean New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
- I. **"Force Account"** means the actual cost to the Contractor of all labor employed on the work, together with necessary liability insurance, social security taxes, welfare charges and fringe benefits. This will include all classes of labor with the exception of the General Superintendent.
- J. **"International Solid Waste"** means all paper, rags, boxes, containers, food, sweepings, cans, glass, wood, etc. either wet or dry which arrives from overseas flights or as designated by the Airport Representative.

- K. **“Major Equipment”** means power operated equipment, the rental price of which shall be included in the base price for any/all equipment needed and utilized under this Agreement.
- L. **“Provision(s)”** means the terms, covenants, warranties, conditions, or provisions under this Agreement.
- M. **“Recovered Materials”** means those materials which have been diverted or removed from the solid waste stream for sale, use, reuse or recycling, whether or not they required subsequent separation and processing.
- N. **“Recyclable Material”** means any material which may be diverted or removed from the solid waste stream for recycling. Recyclable materials include, but are not limited to, the following: glass, plastic (1 and 2), cardboard, paper, tires, and yard waste. Recyclable materials as used in this Agreement shall not include scrap metal.
- O. **“Recycling”** means the separation and reuse or remanufacture of materials which might otherwise be disposed of as Solid Waste.
- P. **“Solid Waste”** means garbage, refuse and other discarded materials including, but not limited to, solid and semisolid waste materials resulting from industrial, commercial, agricultural, governmental and domestic activities, but shall not include scrap metal or **“hazardous waste”** as defined in 10 CSR Sections 260.360 – 260.434. In addition, the term **“Solid Waste”**, for the purposes of this Agreement, shall also be defined as all waste collected from the airfield operations area and landside areas at the Airport which is not considered special waste, hazardous waste, or Recyclable Material.
- Q. **“Rubber Tires”** means vehicle, truck, and construction equipment tires that may include steel belted tires.
- R. **“USDA”** shall mean the United States Department of Agriculture.
- S. **“Waste Tire”** means a tire that is no longer suitable for its original intended purpose because of wear, damage, or defect.
- T. **“Yard Waste”** means leaves, grass clippings, yard and garden vegetation and Christmas trees. This term does not included stumps, roots or shrubs with intact root balls.

2. **SCOPE OF WORK**

- A. The Contractor shall furnish to the City all supervision, labor, tools, equipment, parts, components, supplies and materials to timely and properly dispose of Solid Waste, International Solid Waste, and Recyclable Materials in accordance with all Provisions of this Agreement as directed in writing by the Airport Representative (the “**Solid Waste Disposal and Recycling Services**”).
- B. Containers and Compactors
1. Containers and compactors shall be removed from assigned locations by a vehicle approved in writing by the Airport Representative for use on the Airport ramp, emptied at the designated disposal area, cleaned, disinfected, and repositioned at the properly assigned locations.
  2. All container and compactor areas shall be kept free of debris. Contract drivers shall sweep up and remove all loose debris that results from the emptying of the bins and leave the area immediately adjacent to the bin free of debris and broom clean. There may, at times, be additional refuse placed along side of the bins. This refuse must be picked up and included as part of the service provided.
  3. The location and configuration of the containers and compactors are identified on the attached MAPS (**Attachment 1**), which is incorporated herein. (See Appendix A, Section 24 entitled “MAPS”). The City through its Airport Representatives reserves the right and may from time to time at the City’s sole option make and require changes to the location of and/or eliminate or add containers and compactors under this Agreement. Such eliminations or additions shall be at the unit cost agreed to in writing by the Contractor and the Director on behalf of the City (see Appendix A, Section 3 entitled “Extras”).
- C. Schedule
1. The Contractor subject to and in accordance with the Provisions of the Agreement, shall perform the Solid Waste Disposal and Recycling Services contemplated and provided for herein seven (7) days a week, including Holidays. “**Regular Hours**” of Solid Waste Disposal and Recycling Services for terminal area and concourse locations shall be between the hours of 12:00 A.M. and 6:00 A.M. central time. Contractor shall also provide seven (7) days a week, twenty-four (24) hour emergency services as ordered and directed in writing by the Airport Director at the rates or amounts agreed to by the Director and the Contractor in writing as provided for in Appendix A, Section 3, entitled “Extra Work”.

2. The Contractor warrants, represents, stipulates, and agrees that the Contractor shall respond to Emergency Services by arriving on site within 2 hours of the request to address the situation. If the Contractor fails to timely respond to the Emergency Services request, Contractor agrees to pay the City at the written request of the Airport Representative, liquidated damages consisting of a 5% reduction from the authorized fees of the Contractor's submitted invoice for the Emergency Services.

D. **“Basic Service”**

Contractor, subject to and in accordance with the Provisions of the Agreement, shall furnish for Airport use:

1. Basic Service – Container/Compactors for Solid Wastes
  - a. Twenty Two (22) 8 cubic yard containers to be leak proof, top loading with metal lids, and a side charging door with a locking device;
  - b. Two (2) 8 cubic yard containers (International Solid Waste);
  - c. One (1) 6 cubic yard container;
  - d. Three (3) 6 cubic yard compactors;
  - e. Four (4) 8 cubic yard compactors;
  - f. Two (2) 30 cubic yard compactors;
  - g. One (1) 42 cubic yard compactor; and
  - h. Two (2) twenty yard roll offs.
2. Basic Service – Containers/Compactors for Recyclables
  - a. Twenty-two (22) 8 cubic yard containers- single stream;
  - b. One (1) 42 cubic yard compactor - cardboard;
  - c. One (1) 30 cubic yard compactor - cardboard;
  - d. One (1) 20 yard roll off – yard waste; and
  - e. One (1) 40 yard roll off – tires.

3. Contractor has provided unit pricing for the following items for disposal. Charges include all costs including transportation, and disposal. (See Appendix C).
  - a. per ton of Solid Waste material;
  - b. per ton recyclable materials ( single stream materials such as paper, plastic , aluminum cans);
  - c. per ton of paper /cardboard;
  - d. per ton of rubber tires; and
  - e. per ton of yard waste.

Contractor acknowledges and agrees that all containers and compactors provided by the Contractor under this Agreement shall be no more than 3 years old and shall be free from but not limited to rust, discoloration, non uniform coloring, holes, dents and other damages.

4. The Contractor at its cost shall also furnish, fabricate, and install necessary equipment for loading trash into the containers and compactors as directed in writing by the Airport Representative. All containers and compactors shall be numbered or lettered as directed by the Airport Representative. All containers and compactors furnished or provided by the Contractor under this Agreement shall remain the property of the Contractor.
5. The pick-up and recycling/disposal schedule for “Basic Services” are as follows:
  - a. The containers and compactors listed in the table below are located on the Airport Operation Area (AOA). See **Attachment 1** entitled “MAP” for container and compactor locations.

| Location    | Amount | Type      | Size     | Services (per week) | Service Days |
|-------------|--------|-----------|----------|---------------------|--------------|
| A Concourse | 3      | Trash     | 8 cu yds | 3                   | M-W-F        |
|             | 3      | Recycle   | 8 cu yds | 3                   | M-W-F        |
|             | 1      | Compactor | 6 cu yds | 4                   | M-W-F-Sa     |
|             |        |           |          |                     |              |

| Location           | Amount | Type      | Size      | Services<br>(per week) | Service Days |
|--------------------|--------|-----------|-----------|------------------------|--------------|
| C Concourse        | 6      | Trash     | 8 cu yds  | 3                      | M-W-F        |
|                    | 6      | Recycle   | 8 cu yds  | 3                      | M-W-F        |
|                    | 2      | Compactor | 8 cu yds  | 4                      | M-W-F-Sa     |
| D Concourse        | 1      | Trash     | 8 cu yds  | 3                      | M-W-F        |
|                    | 1      | Recycle   | 8 cu yds  | 3                      | M-W-F        |
|                    | 1      | Compactor | 6 cu yds  | 4                      | M-W-F-Sa     |
| Terminal 2         | 3      | Recycle   | 8 cu yds  | 3                      | M-W-F        |
|                    | 2      | Compactor | 8 cu yds  | 4                      | M-W-F-Sa     |
| Snow Pad<br>(SWA)  | 1      | Compactor | 30 cu yds | 2                      | M-Th         |
| Cargo Building     | 2      | Recycle   | 8 cu yds  | 2                      | M-Th         |
| South<br>Firehouse | 1      | Trash     | 8 cu yds  | 1                      | M            |
| Metro Link         | 1      | Compactor | 6 cu yds  | 4                      | M-W-F-Sa     |
| Trash Yard         | 1      | Roll Off  | 20 yds    | 1                      | On Call      |
|                    | 2      | Trash*    | 8 cu yds  | 3                      | M-W-F        |

\*Sealed, lockable containers for "International Trash"

- b. The containers and compactors listed in the table below are located on the Non – AOA areas or the out buildings and properties. See Attachment 1 for container and compactor locations.

| Location                   | Amount | Type              | Size     | Services<br>(per week) | Service Days |
|----------------------------|--------|-------------------|----------|------------------------|--------------|
| Terminal 2<br>Loading Dock | 1      | Compactor         | 30 yds   | 1                      | M            |
|                            | 1      | C/B<br>Compactor~ | 30 yds   | 1                      | M            |
| Terminal 2<br>Garage       | 1      | Trash             | 6 cu yds | 1                      | M            |

| Location                | Amount | Type                  | Size     | Services (per week) | Service Days        |
|-------------------------|--------|-----------------------|----------|---------------------|---------------------|
| Terminal 1 Loading Dock | 1      | Compactor             | 42 yds   | 1                   | M                   |
|                         | 1      | C/B Compactor~        | 42 yds   | 1                   | M                   |
| Terminal 1 Garage       | 1      | Trash                 | 8 cu yds | 1                   | M                   |
| West Climate Control    | 1      | Recycle               | 8 cu yds | 1                   | Th                  |
| Electric Shop           | 1      | Trash                 | 8 cu yds | 1                   | M                   |
| Airline Shops           | 1      | Trash                 | 8 cu yds | 1                   | M                   |
| Intermediate Lot        | 1      | Trash                 | 8 cu yds | 2                   | M-Th                |
|                         | 1      | Recycle               | 8 cu yds | 2                   | M-Th                |
| Super Park – Cypress    | 1      | Trash                 | 8 cu yds | 2                   | M-Th                |
|                         | 1      | Recycle               | 8 cu yds | 2                   | M-Th                |
| Pear Tree – Cab Lot     | 1      | Trash                 | 8 cu yds | 2                   | M-Th                |
| Trade Mart              | 1      | Trash                 | 8 cu yds | 1                   | M                   |
|                         | 1      | Recycle               | 8 cu yds | 1                   | Th                  |
| Airport Office Building | 1      | Trash                 | 8 cu yds | 1                   | M                   |
|                         | 1      | Recycle               | 8 cu yds | 1                   | Th                  |
| Materials Management    | 1      | Trash                 | 8 cu yds | 1                   | M                   |
|                         | 1      | Recycle               | 8 cu yds | 1                   | Th                  |
| Old Storeroom Lot       | 1      | Roll Off (yard waste) | 20 yds   | On Call             | Service As Required |
| Field Maintenance       | 1      | Roll Off (trash)      | 20 yds   | On Call             | Service As Required |
|                         | 1      | Recycle               | 8 cu yds | 1                   | Th                  |
|                         | 1      | Roll Off (tires)      | 40 yds   | On Call             | Service As Required |
|                         |        |                       |          |                     |                     |

| Location        | Amount | Type  | Size     | Services<br>(per week) | Service Days |
|-----------------|--------|-------|----------|------------------------|--------------|
| West Firehouse  | 1      | Trash | 8 cu yds | 1                      | M            |
| North Firehouse | 1      | Trash | 8 cu yds | 1                      | M            |

~ Cardboard Compactor

6. The Contractor shall provide at its cost one (1) vehicle that has been approved for use on the Airport Ramp by the Airport Representative in his/her sole discretion, in writing prior to performing any work or services under this Agreement. The approved vehicle shall be capable of picking up the containers and compactors on the Airport ramp and moving them to the assigned disposal and recycling area. The Contractor shall also have in reserve other equipment necessary to properly and effectively service the containers and compactors, should the primary equipment become inoperative. All such equipment must be approved for use on the Airport Ramp by the Airport Representative. **Note: Contractor warrants, represents, stipulates, and agrees that under no circumstances will any containers or compactors be emptied on the ramp and all containers and compactors will be transported to the disposal and recycling area designated in writing by the Airport Representative for solid waste storage and disposal. The Contractor shall provide names and addresses of all disposal and recycling facilities used by the Contractor for disposal and recycling services under this Agreement.**
7. The Contractor shall provide at its cost two (2) chutes, one for solid waste and one for waste cardboard, both located at the Airport Loading Terminal 1 Dock. Each chute shall be compatible with existing Airport facilities and the Contractor's equipment. The design and construction of the chutes must be approved in writing by the Airport Representative. The Contractor shall assist the City in determining locations where additional recycling chutes may be placed.
8. All of the Contractor's equipment shall be kept at all times in good and safe working condition and present a neat appearance. The Contractor shall clean, paint, and leak proof the containers and compactors as often as necessary, but in no event shall such cleaning and painting be done less than once a year. The disinfecting of all containers and compactors shall be done as needed, but at least once-a-week. Color of containers and compactors shall be as directed in writing by the Airport Representative. If the Airport observes a container in poor condition, the Contractor shall timely and promptly replace the container upon notification.

9. Contractor shall clearly label all containers with the type of waste, correct cubic yard size and the number must accurately reflect the containers holding capacity. Each bin shall be identified with an Airport seal, a 24 hour telephone contact number. The Solid Waste dumpsters are to be labeled with the words "No Recyclables" in 4-inch letters on the front and sides of each bin.
10. Contractor shall inventory equipment every six (6) months for proper location, size, cleanliness, and proper equipment function. An Airport Representative shall attend the inspection. The Contractor shall then timely present the Airport Representative with a written report of this inventory.
11. The Contractor will be responsible for immediately cleaning up any spills, debris, etc. which may occur during servicing of containers. All refuse on the ground within ten (10) feet of the container, whether spilled by the Contractor or placed there by others, shall be picked up by Contractor during collection.
12. The Contractor shall supply the Airport Representative with a monthly written report detailing the total tonnage of refuse and recyclables collected in a form acceptable to the Airport Representative. The monthly written report must include clear representation of the type of waste and materials removed, how material was transported, what type of containers were used, how much waste and materials (in tons) was removed from the airport areas per container or vehicles under this Agreement. In addition, the written report will include a summary invoice with a summary of reporting tolls for tonnage and rebates. This report shall be submitted and reviewed at a meeting with the Airport Representative every six months. This meeting will be utilized to access the overall effectiveness of solid waste disposal and recycling services. Issues which may be discussed include, but are not limited to, pick-up frequency, percent full, container size, and volumes. **The Contractor shall submit weight tickets with the corresponding invoices; if there are no weight tickets attached to the invoice, the Contractor acknowledges, and agrees that said invoices will not be approved for payment until such missing weight tickets are provided to the City. Any other shipping documents, manifests, waste characterization and approval or acceptance documents for disposal including the ultimate disposal facilities are to be timely and promptly provided to the Airport Representative.**
13. Contractor, subject to and in accordance with the Provisions of the Agreement, shall perform the following services for "**International Solid Waste.**"
  - a. The Contractor shall provide for Airport use, two (2) USDA approved leak-proof, lockable, 8-cubic yard (8 cu. yd.) containers. The containers must be clearly marked, "INTERNATIONAL

SOLID WASTE". Lettering must be at least four inches high. The containers for International Solid Waste cannot be used for any other purpose, nor can it be repaired, unless it has been disinfected under USDA supervision. **All "International Solid Waste" must be properly hauled and properly disposed of as required and approved by the USDA.**

- b. The Contractor shall pick up and incinerate or autoclave the International Solid Waste three (3) days per week. The 8-cubic yard containers for International Solid Waste are to be picked-up and properly disposed of as listed in the Schedule For Basic Service. (See Appendix A, Section 2.D.5) The unloading area and the containers must be properly disinfected each time the International Solid Waste is removed from the containers. Annual training must be given to all personnel handling the International Solid Waste as required by the USDA. Within two (2) weeks of being notified by the Airport Representative, and prior to the Contractor performing any work under this Agreement, the Contractor must present to the Airport Representative a letter from the USDA stating that the Contractor and the Contractor's proposed written procedures satisfy or meet USDA requirements for disposing of International Solid Waste in a form and content acceptable to the Airport Representative. Said letter of approval from USDA and the Airport Representative's approval as to the form and content is a condition precedent to this Agreement. **For additional information, please contact Mr. Guy Olsen or another officer of the USDA at (314) 428-2662.** Any noncompliance of USDA rules, regulations, or procedures or any Provision of this Section 2.D.13 of this Agreement will immediately subject this portion (International Solid Waste) of this Agreement to immediate cancellation upon written notice by the Director to the Contractor and such termination or cancellation shall be deemed effective when mailed. Notwithstanding any other Provision of this Agreement, such noncompliance shall also be deemed cause for termination of the entire Agreement.
14. The Contractor shall furnish for Airport use one (1) 42 cubic yard and one (1) 30 cubic yard compactor for paper/cardboard recycling. The Containers shall be marked on four sides, "PAPER/CARDBOARD ONLY." The Compactors may require special lifts or ramps for Compactor access. All equipment shall be provided by the Contractor. The equipment must be approved by the Airport Representative in writing. The paper/cardboard collected in these containers shall be reused and/or recycled as per applicable regulations and commodity market.

15. The Contractor shall furnish for Airport use one 40-cubic yard open-top container for Rubber Tire and Recycling. The Contractor shall properly dispose of Rubber Tires in accordance with applicable federal, state, and local laws. The Container shall be marked on four sides, "RUBBER TIRES ONLY."
16. The Contractor shall furnish for Airport use two (2) open top 20-cubic yard containers for solid waste.
17. The Contractor shall furnish for Airport use twenty (20) rain-tight, 8 cubic-yard, container for recycling. The container for recycling shall be marked on four sides, "PAPER/CARDBOARD RECYCLING."
18. The Contractor shall furnish for Airport use one open top 20 cubic-yard container for yard waste. The container shall be clearly marked on all four sides, "YARD WASTE ONLY." Yard waste is to be disposed of as per applicable regulations via recycling /composting services.
19. Lawful disposal of refuse collected from the Airport is the responsibility of the Contractor. The Contractor, after removing refuse from the Airport, shall dispose of the refuse at legal landfill and recycling sites. The collection and disposal of all Airport refuse must be in accordance with all Federal, State, and local laws and regulations.
20. All written reports and records required or requested by City under this Agreement, such as monthly reporting shall be developed and provided to the City in an electronic format in addition to hard copies and such reports or records shall be in a form and content acceptable to the Airport Representative.

E. Recycling Initiatives

Contractor acknowledges that the Airport is an ISO 14001:2004 self certified facility and has set a series of target and objectives in accordance with the standard. One objective of the City is to increase the Airport's solid waste landfill diversion rate and seek opportunities to continually improve the Airport's recycling process. The City is seeking a mutually beneficial relationship with the Contractor to help place and achieve higher recycling standards with a goal of increasing the Airport landfill diversion rate with minimal to no additional cost to the Airport. The following are minimum requirements:

1. Material recycling and reclamation services are to be provided by the Contractor and it is expected by this Agreement to include application of rebates and credits as per recyclable commodity value. Provide a list of such recycling service and the applicable rebate rates such as for cardboard

paper/paper (See Appendix C). The City's goal is to increase the landfill diversion and recycling goals with minimal to no additional cost to the City.

2. Recycling containers beyond the Basic Service shall be provided to the Airport at no additional cost to the City. Depending on air traffic fluctuation and changes in Airport operations, the quantity of required recycle containers may change. However, potential additional containers are not expected to exceed ten (10) containers throughout the duration of the term of this Agreement (see Appendix C).
- F. The Contractor acknowledges, understands, stipulates, and agrees that the City also retains the right to received bids and award contracts on any additional or deleted work contemplated herein and/or the right to perform the work itself. (See Appendix A, Section 20.G.)

3. **EXTRA WORK**

At the written request and direction of the Airport Representative, additional or extra Solid Waste Disposal & Recycling Services work or modifications or additions to the Solid Waste Disposal & Recycling Services may be required ("**Extras**"). The fee or charge for Extras shall be agreed upon up front in writing on a case by case basis as described in Appendix "A", Sections 2.C(1), 5.L and 8.A of this AGREEMENT. For all work conducted under this Agreement, the total amount to be paid to the Contractor shall not exceed the total Contract Not-To-Exceed Amount of this Agreement. (See Appendix "A", Section 8. E.)

4. **TERM**

The term of this Agreement shall be for five (5) years beginning on the Commencement Date specified below and ending sixty (60) months thereafter unless terminated or cancelled as provided for in Appendix "B", Section 2. 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. The commencement and expiration dates shall be as follows:

"Commencement Date": **March 1, 2013** "Expiration Date": **February 28, 2018**

5. **ADMINISTRATIVE PROCEDURES**

- A. Before work under this Agreement commences, the Contractor will designate, by written notice to the Airport Representative, an experienced, competent and knowledgeable, full-time employee of the Contractor as the Contractor's "**Project Coordinator**". The Project Coordinator shall be fully authorized to act for the Contractor in all matters covered by this Agreement. The Contractor shall also

furnish all supervisory personnel with copies of these specifications and shall make certain that all such personnel understand the provisions thereof.

- B. When necessary, or as requested by the Airport Representative, the Contractor shall 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 this Agreement.
- C. The Contractor'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 workmanlike, safe and substantial manner and everything shall be furnished by Contractor that is necessary to complete and perfect the aforesaid work according to the design and intention, whether particularly specified or not which may be inferred from this Agreement and its specifications. Work which should properly be performed by skilled laborers, shall not be attempted by common laborers.
- D. The Contractor shall 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. Daily site clean-up shall be accomplished by the Contractor. This clean-up shall include the placing of material, tools, and equipment in a neat, safe, and orderly arrangement. Equipment must never be allowed to block access to existing facilities. Rubbish, debris, rubble, and garbage shall be properly removed daily and disposed of by the Contractor in accordance with all applicable local, state, and federal laws and regulations. The Contractor 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 Solid Waste Disposal & Recycling Services performed by the Contractor or its officers, employees, contractors, representatives, or agents under this Agreement. (See Appendix B, Section 1 entitled "Insurance and Indemnification.")
- F. The Contractor shall 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 shall give personal attention to the performance of this Agreement and shall furnish to the Airport Representative a listing of all employees (including subcontractor's employees) performing services under this Agreement. (See also Appendix B, Section 3 entitled "Assignment and Subcontracting") This listing of said employees shall be updated and maintained by the Contractor throughout the term of this Agreement. The Contractor 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 Contractor will be considered the same as given to the Contractor in person.

- H. Contractor, at its cost, shall be required to secure all necessary permits and/or licenses or approvals required or necessary to fulfill the Provisions of the Agreement.
- I. The Contractor shall attend a pre-performance conference prior to commencement of any work under this Agreement. Said conference shall be after the date of Agreement execution, and prior to start of the work.
- J. The work to be performed under this Agreement is on an active Airport. Therefore, prior to the start of any work under this Agreement, the Contractor shall provide the Airport Representative with a work schedule which shall indicate a proposed sequence and time schedule of the work to be accomplished for the Airport Representative's prior written approval. (See Appendix A, Section 2, Scope of Work.)
- K. In case of an emergency, the Director, Operations Supervisor, or either of their representatives, shall have authority to order the Contractor to immediately terminate work and clear the area of personnel and equipment. The Contractor shall immediately comply to such an order with all possible speed.
- L. Any work not herein specified which may be fairly implied as included in the Agreement, of which the Director shall be the sole and absolute judge, shall be done by the Contractor without extra charge. The Contractor shall do all Extras that may be requested or ordered by the Director in writing. No claim for Extras shall be allowed in favor of the Contractor unless such Extras have been ordered in advance by written request of the Director. The Contractor shall 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, shall be submitted to the Director, in writing, before the 15<sup>th</sup> day of the following month, and the amounts therein shall be in accordance with the daily time, material, and equipment statements duly approved by the Director. As proof of costs, the Contractor shall submit copies of itemized invoices received from the Contractor's approved subcontractor(s) which have been previously reviewed and approved by the Contractor. 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 Contractor and the Director in writing prior to such Extras being performed. (See Appendix A, Sections 2.C(1), 3 and 8.A.).
- M. The Airport Representative will determine the amount, classifications, acceptability, and fitness of all work to be done, and will decide all questions which

may arise relative to the proper performance of this Agreement, and his decisions shall be final and conclusive, except as provided for in Appendix A, Sections 12.

- N. The City reserves the right to solicit bids and award contracts to other contractors for any modifications or additions to the Solid Waste Disposal & Recycling Services. The City reserves the right to furnish components, parts, supplies, equipment, and materials at its discretion and/or to perform the work contemplated herein. (See Appendix A, Sections 8.B. and 23.G.)

6. **RULES AND REGULATIONS**

- A. Contractor warrants, represents, and agrees that the Contractor shall 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. Contractor warrants, represents, and agrees that the Contractor 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 this Agreement and/or the work or services contemplated herein.
- B. The Contractor 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. 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 shall be timely reimbursed (within ten (10) days of the City's request) for any such fines or penalties imposed on the City (See Appendix A, Section 19.E).
- C. The Contractor shall be responsible for the work of all subcontractors and agents, and all work shall be kept under the Contractor's control. A complete list of all such subcontractors shall be submitted to the Director for his prior written approval (See Appendix "B", Section 3 herein).
- D. The Contractor 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.

7. **REPAIR OF DAMAGE**

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

8. **PAYMENTS**

- A. The Contractor shall submit to the Airport Representative a monthly-itemized invoice for Basic Services as set out in Appendix "C", and the cost of Extras, less the cost of services deleted by the Airport Representative at the rates provided for in Appendix "C" (See Appendix A, Section 2.B(3)). The invoice shall state a) the contract number, b) the ordinance number, c) date the work was performed, d) the type of work performed, e) weight tickets, and f) the amount (See also Appendix A, Section 2.D(12)). Payment for Extras ordered by the Director in writing shall be at the rates and amounts as provided for in Appendix "A," Sections 3 and 5.L. Contractor shall also submit with its invoices and/or as may be requested by the Airport Representative, any other shipping documents, manifests, waste characterization and approval or acceptance documents for disposal, including information regarding the ultimate disposal facilities.
- B. Nothing in this Agreement shall 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 5.N. and 23.G.)
- C. Payment by the City to the Contractor for the performance of the Solid Waste Disposal & Recycling Services shall be made at the rates and/or charges and/or amounts outlined in Appendix "C", subject to and in accordance with the Provisions of this Agreement. Payment for Extras ordered by the City as provided for in Sections 3 and 5.L shall be made at the rates agreed to in writing by the Director and the Contractor as provided for in Sections 3 and 5.L. All payments shall be contingent upon the appropriations of sufficient funds by the City annually.
- D. The Contractor 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 Contractor hereby acknowledges and agrees that the City shall not be required or obligated to pay any invoice submitted to the City by the Contractor more than six (6) months after the expiration or earlier termination of this Agreement and/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 this Agreement.

- E. The total Contract Not-To Exceed Amount of this Agreement is One Million Three Hundred Thousand Dollars (\$1,300,000.00).

9. **CLAIMS**

- A. The Contractor 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 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 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 Contractor or its officers, employees, representative or agent in the execution of this Agreement or other infringement or alleged infringement of any intellectual property right.

10. **REPLACEMENT OF PERSONNEL**

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

11. **PROHIBITED ACTS**

Contractor 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 Airport Representative, 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 of 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 Contractor'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 Contractor shall on demand, pay the City the increase in the cost of insurance premiums paid or payable by the Airport which shall have been charged because of such violation by the Contractor. For the purpose of this section, "Airport" includes all structures or improvements located thereon.

12. **RIGHT OF REVIEW**

Contractor shall have the right to take any decision or direction of the Airport Representative 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 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, Sections 5.M. and 17)

13. **GOVERNING LAW**

It is understood and agreed by and between the City and Contractor 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.

14. **WAIVERS OF LIEN**

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

15. **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 Contractor to perform the work and services contemplated herein.

16. **PRECAUTIONARY MEASURES**

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

17. **INSPECTIONS**

- A. The Airport Representative shall at all times have free access to the work, as well as the equipment, and shops of the Contractor for the purpose of determining Contractor's compliance with the Provisions of this 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 (See Appendix A, Section 5.M).
- B. The Airport Representative 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 his decisions shall be final and conclusive except as provided for in Appendix

A, Section 12. Nothing herein shall be construed or interpreted to mean that the Contractor is an agent or representative of the City.

**18. STORAGE AND STAGING AREA**

- A. Location of storage and transfer area (“**Transfer Area**”) will be assigned by the Airport Representative in writing (if applicable). If assigned, the Transfer Area will be used for storage of the Contractor’s equipment and property, and shall be maintained by the Contractor at its cost and to the City’s standards as provided for in this Agreement. Assignment of the Transfer Area will be based on availability of space.
- B. The Contractor will be responsible for the security of its equipment and shall maintain and/or improve the Transfer Area as directed by the Airport Representative. The Contractor acknowledges, stipulates, and agrees that the City (including its officers, employees, agents or representatives) shall 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.

**19. BADGING**

- A. The Contractor 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 Appendix A, Section 6.A)
- B. The Contractor at its cost shall 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, 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 Contractor shall, 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 shall be used to issue Airport Identification Badges to all Contractor employees assigned to work with the Security Identification Display Area (“**SIDA**”). The Contractor 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 Contractor shall bear the cost of providing badges for the Contractor’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 Contractor.

- E. The Contractor 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 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 shall be timely reimbursed (within ten (10) days of the City's request) for any such fines or penalties imposed on the City (See Appendix A, Section 6.B).
- F. Due to the amount of time needed to complete the badging process, it is recommended that the Contractor begin the process thirty (30) days prior to the Commencement Date of this Agreement.

**20. UNIFORMS**

Contractor, at its costs, shall 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.

**21. PERFORMANCE & PAYMENT BOND**

- A. At or prior to the execution of this Agreement, the Contractor shall immediately execute **two (2)** Performance Bonds and **two (2)** Payment Bonds with surety satisfactory to the City as follows: One Performance Bond and One Payment Bond *each* in the amount of Two Hundred Thousand (\$200,000) conditioned on the full and faithful performance of all Provisions of this Agreement to be executed regarding the Basic Services for Domestic Solid Waste Disposal and Recycling Services AND One Performance Bond and One Payment Bond *each* in the amount of Sixty Thousand (\$60,000) dollars conditioned on the full and faithful performance of all Provisions of this Agreement to be executed regarding the International Solid Waste Disposal and Recycling Services. 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 Notary Public licensed by the State of Missouri. The Payment Bonds shall comply with the coverage requirements and conditions of Section 107.170 RSMo. The City will allow submittal of a one year renewable bonds to meet the requirements of this Section 21. The Contractor shall notify the City no later than thirty (30) days prior to the termination, cancellation, or non-extension of the Performance Bonds and/or Payment Bonds and if the Contractor's Performance Bonds and/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 21. 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 may be.

- B. Copies of the Performance Bonds and the Payment Bonds, in a form acceptable to the City, shall be given to the Airport Representative for approval before the work of this Agreement begins.

**22. 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.

**23. GENERAL PROVISIONS**

- A. The Contractor is, and at all times hereunder, shall be and remain an independent contractor and nothing herein shall 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 shall coordinate the services performed under this Agreement with the Airport Representative designated by the Airport Director.
- C. This Agreement shall be the entire agreement and no amendment or modification shall be made unless in writing and signed by the parties hereto.

- D. The City of St. Louis and the Contractor 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.
- E. A waiver by either party of the Provisions 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.
- F. The Contractor 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 Contractor for at least three (3) years after the expiration or termination of this Agreement. The City reserves the right to investigate, audit, and review, upon written request, such records and documents, in order to determine compliance with this Agreement. (See Appendix B, Section 7 entitled "Right To Audit Clause")
- G. Contractor acknowledges, understands, stipulates, and agrees that the City retains the right to receive bids and award contracts on any modifications, deletions, or additions to the Solid Waste Disposal & Recycling Services contemplated herein. In addition, the City shall retain the right to furnish materials, equipment, or supplies at its discretion, or perform for itself, any work contemplated herein. (See Appendix A, Sections 5.N. and 8.B.)
- H. No alderman, commissioner, director, board member, officer, employee or other agent of the City shall be personally liable under or in connection with the Agreement.
- I. 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, or sabotage, or any other circumstances for which it is not responsible and which is not within its control. (See APPENDIX "A", Section 23K.)
- J. In the event any Provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such Provision 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.
- K. 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.

- L. The parties affirm each has full knowledge of the Provisions and requirements contained in this Agreement. As such, the 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.
- M. Unless otherwise expressly provided for herein, when the consent, approval, waiver, release, or certification (“**Approval**”) of either party is required under the Provisions 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.

24. **MAPS**

**A general map of the areas including the location and configuration of the containers and compactors to be maintained is attached as “Attachment 1” and incorporated herein. The Director, on behalf of the City, is hereby authorized to administratively modify or amend Attachment 1 without a formal amendment to this Agreement by providing written notice to the Contractor.**

- A. No change, variation or deviation from the map or specifications shall be made except by prior written order of the Airport Representative. (See Appendix A, Sections 2.B(3) and 2.D.5) Should the Contractor find, at any time during the progress of the work, that in his opinion existing conditions demand, make desirable or beneficial a modification in requirements covering any particular item or items, he is required to promptly transmit such information to the Airport Representative for his decision and instructions.
- B. The Contractor shall perform all work within area shown on the map as ordered and directed in writing by the Airport Representative and shall not obstruct adjacent roads, walks, parking areas, etc. with materials or equipment. The Contractor shall also see that its operations do not interfere with other City department operations. The Contractor shall coordinate operations closely with the Airport Representative.

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

**APPENDIX "B"**

**GENERAL SPECIFICATIONS  
(SOLID WASTE DISPOSAL & RECYCLING SERVICES)**

**1. INSURANCE AND INDEMNIFICATION**

- A. The Contractor, 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 Contractor to be insured **on an occurrence basis** against all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities or omissions of the Contractor, its officers, agents, employees, contractors, subcontractors, licensees, invitees, representatives, and independent contractors pursuant to this Agreement under the following types of coverage:
1. Comprehensive General Liability;
  2. Comprehensive Automobile Liability (any vehicles, including owned, hired and non-owned).
- B. **The minimum limits of coverage for the above classes of insurance shall equal a single limit of Ten Million Dollars (\$10,000,000.00) comprised of such primary and excess policies of insurance as the Contractor finds it feasible to purchase during the term of this Agreement and 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 "Additional Insured".** Prior to execution of this Agreement, Contractor shall provide certificates of said insurance to the Airport Representative in form and content satisfactory to the City. In addition, the Contractor 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 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 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 Contractor 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 Contractor's policy.

- D. The Contractor shall protect, defend, and hold the City and the City's Board of Aldermen and the Airport Commission, and St. Louis County 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 and/or 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 shall give to Contractor reasonable notice of any such claims or actions. The Contractor 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 Contractor shall maintain at least at the statutory requirements, such insurance in full force and effect to protect the Contractor, 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 Contractor, its employees, agents, and representatives in the performance of the service covered by this Agreement.

## 2. CANCELLATION

- A. The City retains the right to cancel this Agreement immediately upon written notice to the Contractor, if the Contractor should fail to properly keep any Provision of this Agreement; or, if the quality of service should fall below the specified standards; or, if the Contractor should fail or refuse to render the amount of service required.

- B. The Contractor 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 Airport Representative 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, schedules, records, files, logs, or property paid for, supplied or owned by the City shall be promptly (within one (1) business day) returned to the City by the Contractor.

### 3. ASSIGNMENT AND SUBCONTRACTING

- A. Contractor 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, Contractor shall 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 shall be made or shall be effective unless Contractor shall not be in default on any of the other terms, covenants, and conditions herein contained. The party to whom such assignment is made shall expressly assume in writing the Provisions of this Agreement. The parties to this Agreement understand and agree that the Contractor 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. Contractor 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. 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, Contractor shall 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 sub-contract or agreement must expressly require strict compliance with the terms, covenants,

and conditions of this Agreement. The Contractor shall furnish all authorized subcontractors or agents a copy of this Agreement. The parties understand and agree that the Contractor is responsible for the performance of its subcontractors or agents under this Agreement. No subcontract or any other agreement 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 Contractor 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 M/W/DBE subconsultants or subcontractors for participation under this Agreement at the percentage participation goals as set out below:

|  |            |            |
|--|------------|------------|
| <b>The Kiesel Company</b>                | <b>WBE</b> | <b>5%</b>  |
| <b>Regency Enterprises Services, LLC</b> | <b>MBE</b> | <b>30%</b> |

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

- A. Contractor agrees during performance under this Agreement, that discrimination will not be permitted against any employee, worker, or applicant for employment because of race, creed, color, religion, sex, age, disability, national ancestry or origin.
- B. Contractor agrees during performance under this Agreement, that all printed or circulated Agreements, or other advertisement or publication for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive meaningful consideration for employment without regard to race, creed, color, religion, sex, age, disability, national origin or ancestry.
- C. Contractor agrees during performance under this Agreement, that should it be determined by the Contractor or City that Contractor will be unable to conform to the approved positive employment program, submitted to determine eligibility under the Fair Employment Division Practices Provisions of the City Code, will notify the Fair Employment Division of the St., Louis Council on Human Relations within ten 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. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Agreement, or to furnish information or permit records and accounts to be inspected, within twenty days from the date requested, this Agreement may be canceled, terminated, or suspended in whole or part and Contractor may be declared ineligible for further City contracts for a period of one year, by the option of the City; provided further in the event the contract is canceled, terminated, or suspended for failure to comply with fair employment practices, the Contractor shall have no claim for any damages against the City.
- F. Contractor further agrees that these clauses (A through E) on discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Contractor in all contracts or agreements entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.
- G. Whenever 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 shall notify the City Counselor in writing of such suit or threatened suit within ten 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.
- I. Contractor shall comply with all applicable nondiscriminatory requirements that may be imposed pursuant to the Federal Aviation Act of 1958, as amended; Title VI of the Civil Rights Act of 1964, as amended; 49 C.F.R. Parts 21, 23, and 26, as said regulations may be amended; and state and local laws.

5. **PREVAILING WAGE AND FRINGE BENEFITS**

The Contractor warrants, represents, and agrees that all employees and subcontractor'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 5 is subject to and shall be in accordance with City Ordinance No. 62124.

6. **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 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 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 Contractor shall continue good faith efforts throughout the term of this Agreement to increase MBE/WBE participation and to meet this Agreement goal.

**Please note: Contractors which have been certified as either an MBE or WBE are still required to fill both goals. In addition, Contractors 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 Contractor agrees to take all reasonable steps to ensure that MBEs/WBEs have maximum opportunity to participate in contracts and subcontracts financed by the City of St. Louis Airport Authority provided under this Agreement. The Contractor 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 of St. Louis Airport Authority.
2. A current Directory of M/W/DBE certified firms is available online at <http://www.mwdbbe.org> under the Business Profile Directory link. A paper copy of the Directory may be requested at the Airport DBE Programs Office, Lambert – St. Louis International Airport<sup>®</sup>, P.O. Box 10212, St. Louis, Missouri 63145 or by calling (314) 426-8111.

E. Eligibility:

Contractor 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 Contractor and subcontractors for the contract items being sublet as reflected on the MBE/WBE Utilization Plan. ***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 this Agreement.

H. Substitution of MBE/WBE Firms After Award:

1. The Contractor shall 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 shall immediately notify the City of St. Louis Airport Authority DBE 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 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 M/WBE goals cannot be met, the bidder shall document and submit justification utilizing the Contractor's Good Faith Efforts Report form and provide a statement as to why the goals could not be met. The quality and intensity of the contractor's good faith efforts will be evaluated by the City. The contractor must demonstrate the good faith efforts taken to meet the M/WBE goals, including but not limited to the following:

1. Efforts made to select portions of the work proposed to be performed by M/WBEs in order to increase the likelihood of achieving the stated goal, including, where appropriate, but not limited to, breaking down contracts into economically feasible units to facilitate M/WBE participation. Selection of portions of work are required to at least equal the goal for M/WBE utilization specified in the contract.
2. Written notification at least (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, contractor, 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 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. 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 proposal under such headings "Items Subcontractible to M/WBE firms".
12. The demonstration of good faith efforts by the contractor must, in the end, prove the contractor had actively and aggressively sought out M/WBEs to participate in the project.
13. The information provided will be evaluated to determine if the low bidder is responsive. All the information provided must be accurate and complete in every detail. The apparent low bidder's attainment of the M/WBE goal or demonstration of good faith effort will assist in determining the award of the contract.

J. Record Keeping Requirements:

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

K. Reporting Requirement:

The Contractor 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 MBE/WBE subcontracting activity is complete or the MBE/WBE goal has been achieved.

L. Applicability Of Provisions To MBE/WBE Contractors:

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

7. **RIGHT TO AUDIT CLAUSE**

- A. The Contractor's "records" shall be open to inspection and subject to audit and/or reproduction during normal working hours and kept within the greater St. Louis metropolitan area. A City representative may perform such audits or an outside representative engaged by the City. The City or its designee may conduct such audits or inspections throughout the term of this Agreement, and for a period of three years after the early termination or the expiration of this Agreement or longer if required by law.
- B. The Contractor's "**records**" as referred to in this Agreement shall include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, communities, arrangements, notes, daily diaries superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by this Agreement. Such records subject to audit 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 Contractor records which may have a bearing on matters of interest to the City in connection with the Contractor's work for the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation of:
1. Contractor's compliance with the Provisions of this Agreement or the performance of the services contemplated herein; or
  2. Compliance with provisions for pricing, change orders, invoices or claims submitted by the Contractor or any of its payees or subcontractors, if any.

8. **LIVING WAGE**

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

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

1. **Minimum Compensation:** Contractor hereby agrees to pay an initial hourly wage to each employee performing services related to this Agreement in an amount no less than the amount stated on the attached Living Wage Bulletin (See **Exhibit B**) which is incorporated herein. The initial rate shall be adjusted each year no later than April 1, and Contractor hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Living Wage Bulletin at the time the Living Wage Bulletin is issued.
2. **Notification:** Contractor 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 Contractor’s employees within thirty (30) days of the effective date of this Agreement for existing employees and within thirty (30) days of employment for new employees.
3. **Posting:** Contractor 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 Contractor’s employees, in a prominent place in a communal area of each worksite covered by this Agreement.
4. **Subcontractors:** Contractor hereby agrees to require Subcontractors, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subcontractors. Contractor 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, Contractor hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for as long as work related to this Agreement is being performed by Contractor’s employees, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such work is performed.
6. **Reporting:** Contractor shall provide the Annual Reports and attachments required by the Ordinance and Regulations.
7. **Penalties:** Contractor acknowledges and agrees that failure to comply with any provision of the Ordinance 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. **Acknowledgements:** Contractor acknowledges receipt of a copy of the Ordinance and Regulations.

9. **NOTICE PROVISION**

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, or overnight courier to:

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

With a copy to:

William Linton  
St. Louis Airport Authority  
P.O. Box 10212  
St. Louis, MO 63145

And a copy to:

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

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

Jody Cool-Penning  
Allied Services, LLC  
d/b/a Republic Services  
12976 St. Charles Rock Road  
Bridgeton, Missouri 63044

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

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

**APPENDIX "C"**

**RATES & CHARGES FOR  
SOLID WASTE DISPOSAL & RECYCLING SERVICES**

|   | Year 1     | Year 2     | Year 3     | Year 4     | Year 5     |
|---|------------|------------|------------|------------|------------|
| <b>Basic Services – Solid Wastes*</b>   |            |            |            |            |            |
| Charge per month for Monthly container rental<br>(37 containers/compactors)     | \$4,100.00 | \$4,100.00 | \$4,100.00 | \$4,100.00 | \$4,100.00 |
| Charge per ton serviced<br>(includes transportation & disposal)                 | \$58.21    | \$59.37    | \$60.56    | \$62.37    | \$64.24    |
| <b>Basic Services – Recyclables*</b>  |            |            |            |            |            |
| Charge per month for Monthly container rental<br>(26 containers/compactors)     | \$1,521.00 | \$1,521.00 | \$1,521.00 | \$1,521.00 | \$1,521.00 |
| Charge per ton serviced – single stream<br>(includes transportation & disposal) | \$74.30    | \$75.78    | \$77.30    | \$77.30    | \$77.30    |
| Charge per ton serviced – rubber tires<br>(includes transportation & disposal)  | \$189.00   | \$192.78   | \$196.63   | \$202.53   | \$208.61   |
| Charge per ton serviced – yard waste<br>(includes transportation & disposal)    | \$62.66    | \$65.69    | \$67.77    | \$69.80    | \$71.89    |
| Charge per ton serviced – cardboard<br>(includes transportation & disposal)     | \$74.30    | \$75.78    | \$77.30    | \$77.30    | \$77.30    |
| Charge per month for extra container – 8 yd fel -<br>solid waste**              | \$13.25    | \$13.91    | \$14.33    | \$14.76    | \$15.20    |
| Charge per month for extra container – 20 yd roll<br>off -solid waste**         | \$189.00   | \$198.45   | \$204.40   | \$214.62   | \$225.35   |
| Rebate % for cardboard  | 100%       | 100%       | 100%       | 100%       | 100%       |
| Rebate % for single stream  | 100%       | 100%       | 100%       | 100%       | 100%       |

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

ALLIED SERVICES, LLC  
D/B/A REPUBLIC SERVICES

ATTEST:

BY: James M. Stale 9/21/2012  
Date

BY: [Signature] 9-21-2012  
Date

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

Pursuant to City 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 Jay Cwl-Penning (Name of Affiant) who, by me being duly sworn, deposed as follows:

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

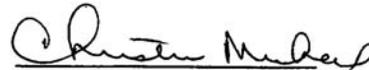
I am the Major Account Executive (Title) of Allied Services, LLC .DBA: Republic Services (Contractor).

I have the legal authority to make the following assertions:

1. Allied Services, LLC .DBA: Republic Services (Contractor) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with Lambert - St. Louis International Airport - Solid Waste Disposal and Recycling Service (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, Allied Services, LLC .DBA: Republic Services (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<sup>th</sup> day of July, 2012

  
Notary Public

My Commission Expires:  
Nov 28, 2013



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**Exhibit B**

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**ST. LOUIS LIVING WAGE ORDINANCE**

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LIVING WAGE ADJUSTMENT BULLETIN

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**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.

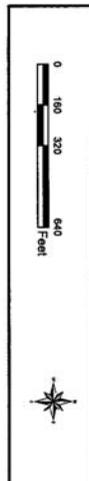
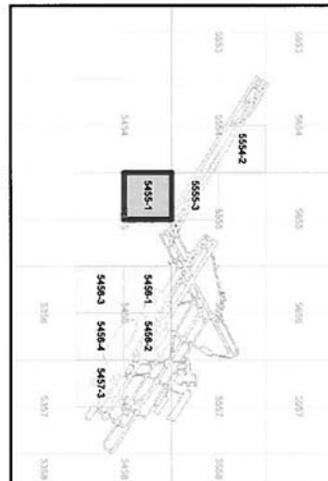
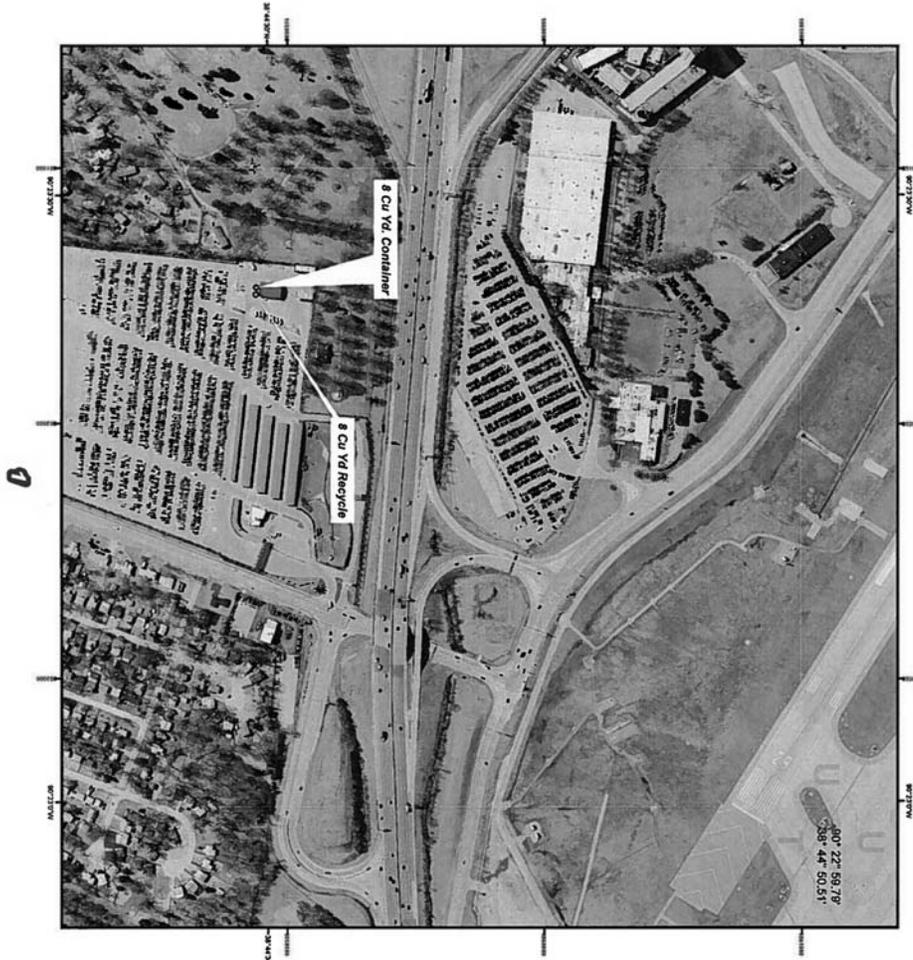
The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <http://www.mwdbe.org> or obtained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

**ATTACHMENT 1**

**MAPS**

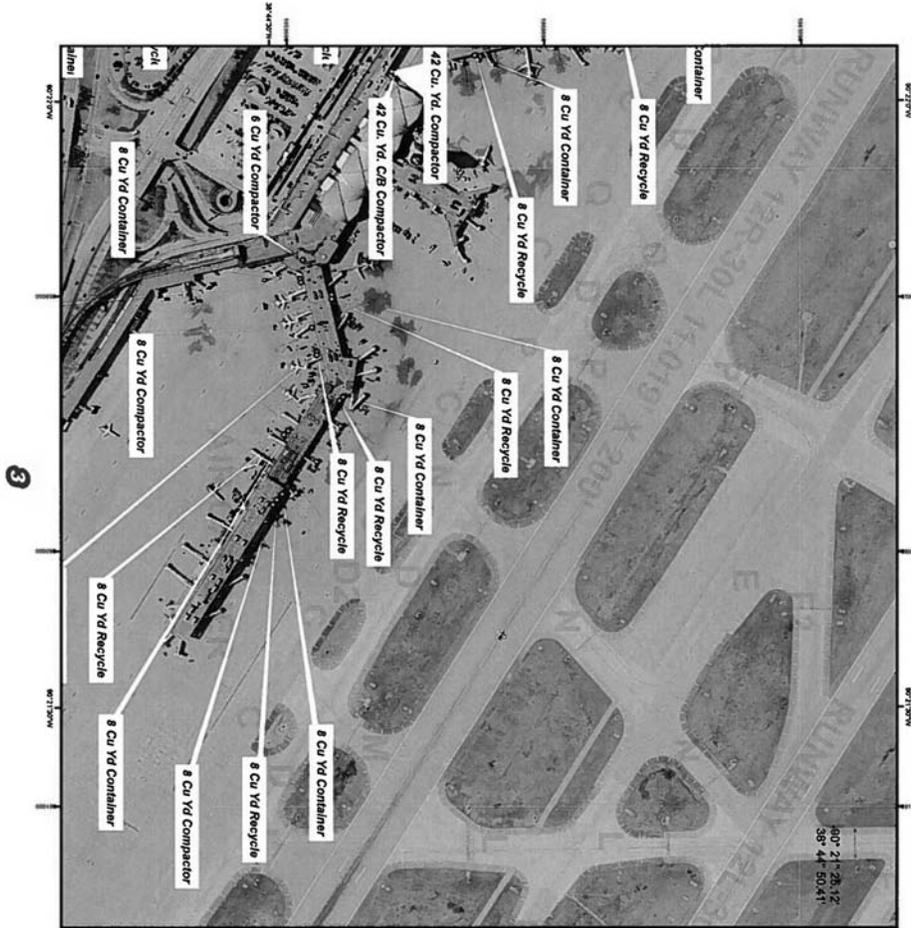


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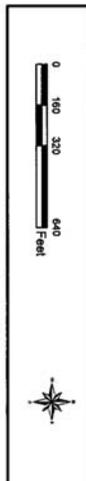
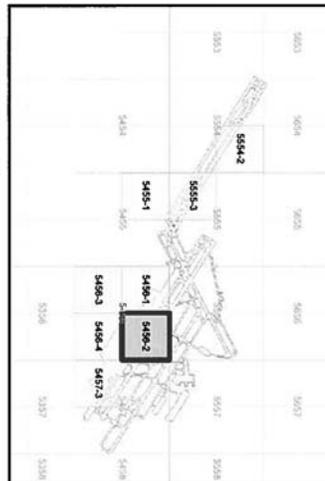
- Trash Containers

|  |                |
|--|----------------|
| <p><b>Lambert Airport<br/>Trash Containers</b></p>   |                |
| OPERATED BY THE MISSOURI DEPARTMENT OF TRANSPORTATION<br>800 N. GARDEN AVENUE, ST. LOUIS, MISSOURI 63102<br>(314) 425-4000 |                |
| Approval Date:   | Drawing ID:    |
| 4/18/2012  | 52462          |
| Print Date:  | Map Area Code: |
| 4/18/2012  | 1              |
| Page 1 of 8  |                |





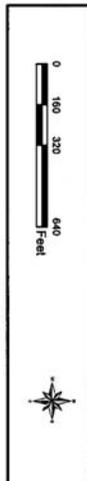
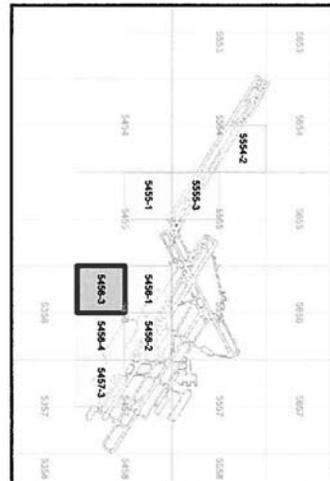
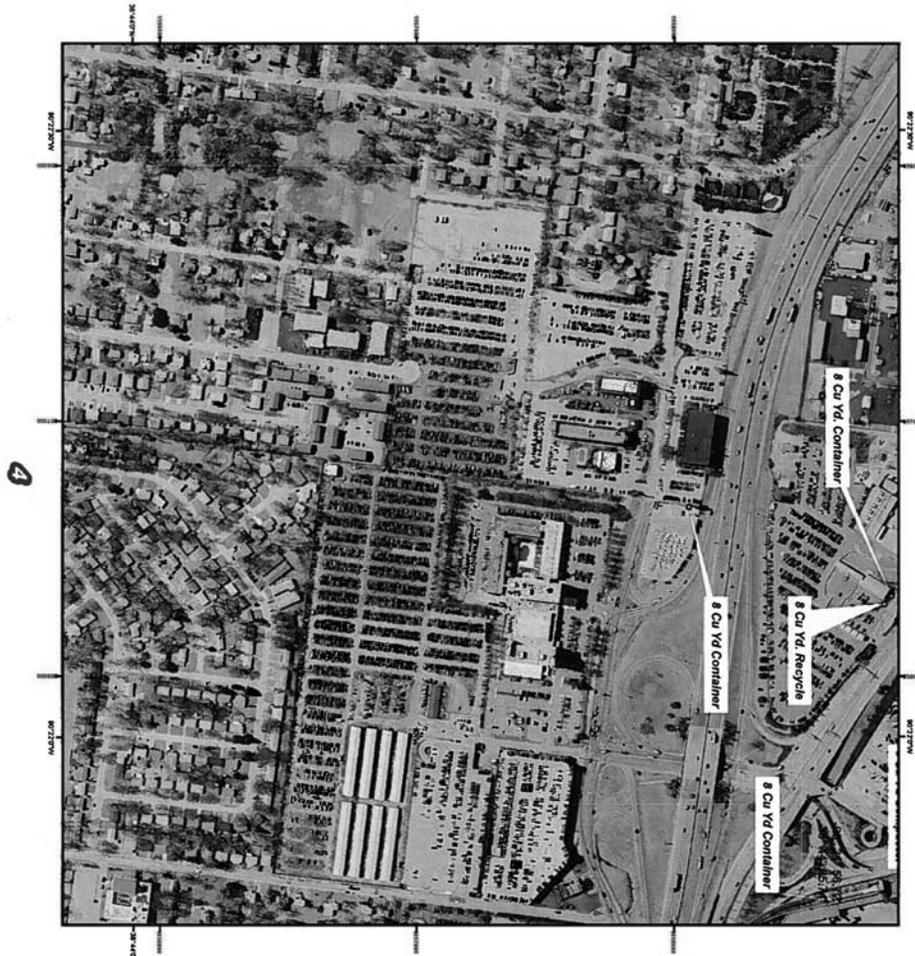
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38' 44" 50.41'



**Legend:**

- Trash Containers

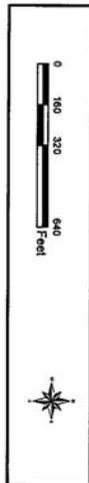
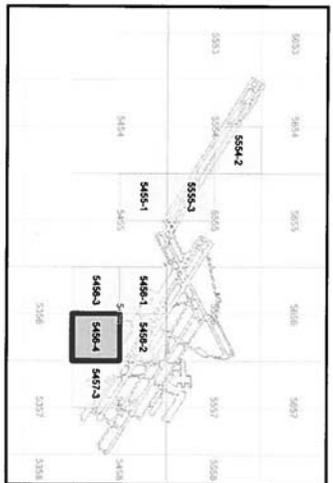
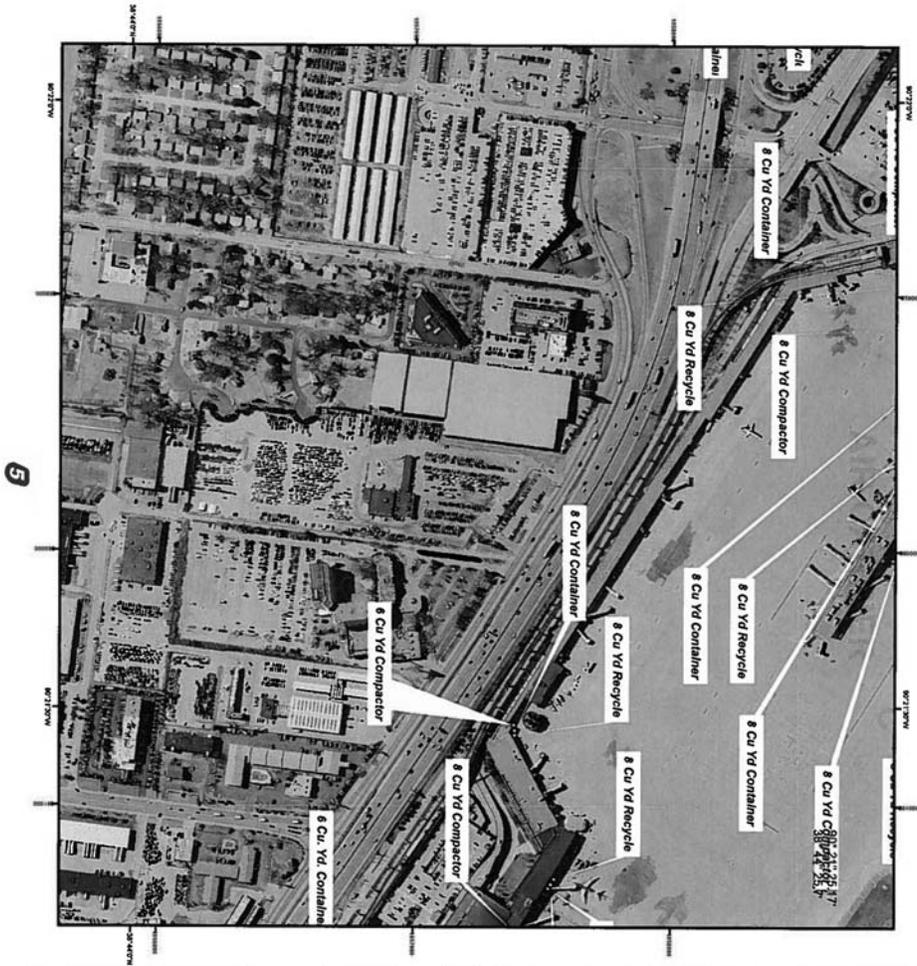
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|--|---------------------------|
| <p><b>LAMBERT-ST. LOUIS<br/>INTERNATIONAL AIRPORT</b></p>      |                           |
| <p><b>Lambert Airport<br/>Trash Containers</b></p>             |                           |
| <p><small>APPROVED FOR THE AIRPORT AUTHORITY BOARD</small></p> |                           |
| <p>APPROVED DATE: _____</p>                                    | <p>APPROVED BY: _____</p> |
| <p>PROJECT TITLE: _____</p>                                    | <p>PROJECT NO: _____</p>  |
| <p>DATE: 4/19/2012</p>   | <p>PAGE: 3 of 8</p>       |



**Legend:**

- Trash Containers

|  |             |
|--|-------------|
| <p><b>LAMBERT-ST. LOUIS<br/>INTERNATIONAL AIRPORT</b></p>  |             |
| <p><b>Lambert Airport<br/>Trash Containers</b></p>   |             |
| <p><small>ORDER FOR THE ACQUISITION OF TRASH CONTAINERS<br/>LAMBERT AIRPORT TRASH CONTAINERS</small></p> |             |
| Approval Date:   | Drawing ID: |
| 4/18/2012  | 54442       |
| Print Date:  | May 2012    |
| 4/18/2012  | 4           |
| <p>Page 4 of 8</p>   |             |



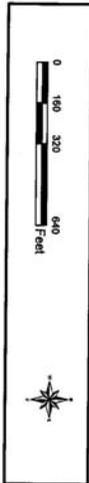
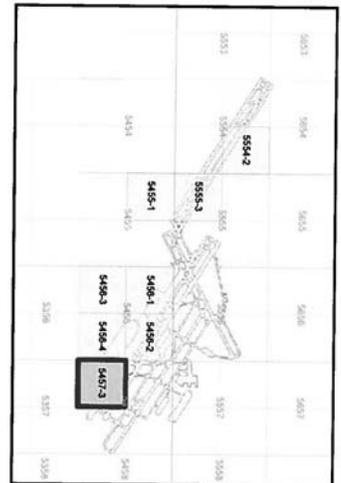
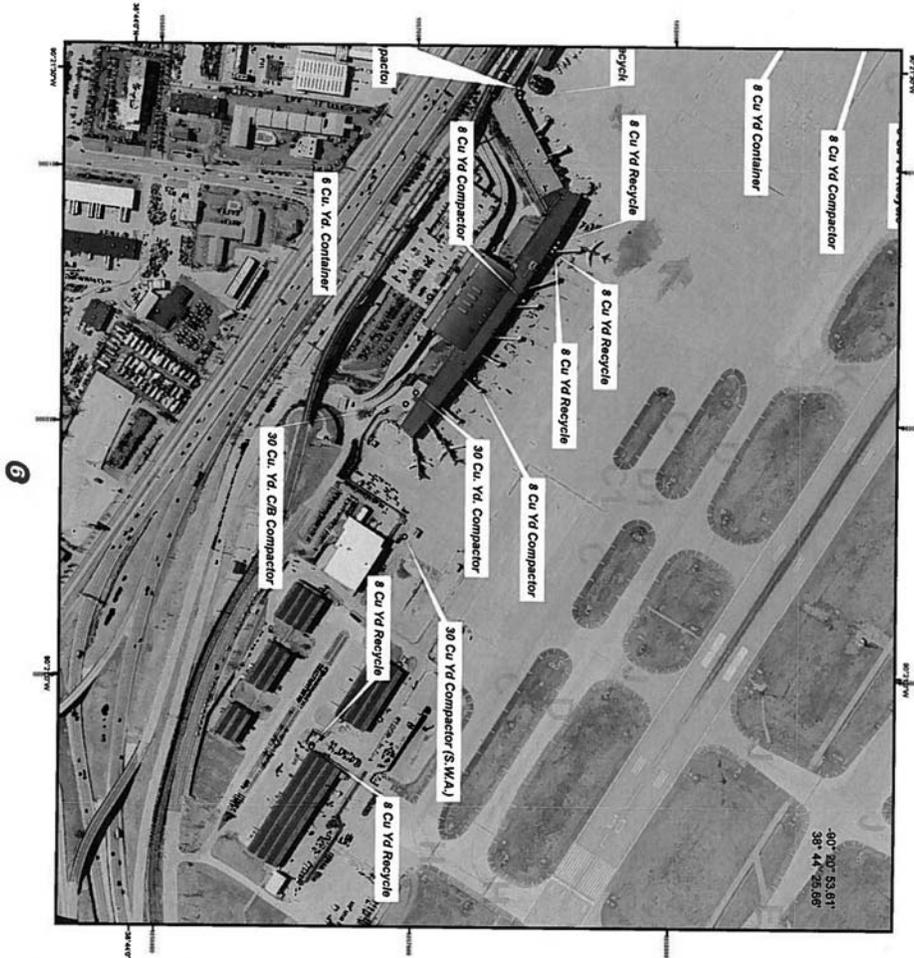
**Legend:**

- Trash Containers

**LAURET-ST. LOUIS INTERNATIONAL AIRPORT**  
 Lambert Airport  
 Trash Containers

**APPROVALS**  
 CITY OF ST. LOUIS  
 DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT  
 DEPARTMENT OF PUBLIC WORKS

Approved Date: \_\_\_\_\_ Drawing ID: \_\_\_\_\_  
 Prepared By: \_\_\_\_\_  
 Project Date: 4/18/2012 Map Date: \_\_\_\_\_  
 Page 5 of 8



**Legend:**

- Trash Containers

|   |           |
|---|-----------|
| <p><b>Lambert Airport</b><br/>Trash Containers</p>  |           |
| <p><small>THE BOARD OF GOVERNORS OF THE<br/>LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT<br/>HAS REVIEWED THIS PROJECT AND HAS<br/>APPROVED THE PROJECT FOR CONSTRUCTION<br/>AND OPERATION OF THE PROJECT.</small></p> |           |
| Project Name:   | 5457-3    |
| Approval Date:  | 4/18/2012 |
| Project ID:   | 6         |
| Print Date:   | 4/18/2012 |
| Page:   | 6 of 8    |

**St. Louis Airport Commission  
Briefing Paper**

**Allied Services, LLC d/b/a Republic Services**

**October 10, 2012**

Background: The Airport requires that trash and refuse, rubber tires, scrap metals, and International Garbage be disposed of in a proper and timely manner.

Allied Services, LLC was incorporated in 1996 and provides waste removal/recycling services to millions of commercial, residential, municipal, and industrial customers in 40 different states. Some of those customers are BJC Healthcare, Wentzville School District, Mid Coast Aviation, and Fort Wayne Airport.

Agreement: This Agreement provides for solid waste disposal and recycling services for the Airport.



**AIRPORT COMMISSION EXECUTIVE SUMMARY**

**OCTOBER 10, 2012**

- Contractor: Allied Services, LLC d/b/a Republic Services
- Activity Description: Consultant shall supply all supervision, labor, supplies, parts, equipment and materials necessary to perform Solid Waste & Recycling Services required by Lambert-St. Louis International Airport.
- Agreement Term: Begins on March 1, 2013 and ends on February 28, 2018.
- Contract Amount: The total Not-To-Exceed Contract Amount is \$1,300,000.
- Last 12 Month Expenditures: \$310,690.01
- Agreement Period & Marketing Effort: The Solicitation For Bids was released on June 14, 2012 and bids were received on July 19, 2012. Eighteen (18) solicitation letters were mailed out and two (2) bids were submitted by Waste Management of Missouri, Inc. and Allied Services, LLC d/b/a Republic Services. Allied Services, LLC d/b/a Republic Services, a qualified and responsive contractor, submitted the lowest and best bid.
- MBE/WBE Participation:

|                                   |     |     |
|-----------------------------------|-----|-----|
| The Kiesel Company                | WBE | 5%  |
| Regency Enterprises Services, LLC | MBE | 30% |
- Staff Contact: Gerard Slay, Airport Senior Deputy Director  
(314) 426-8023 gmslay@flystl.com
- Recommendations & Approvals Needed: It is requested that the Airport Commission approve the award of this Agreement for Solid Waste Disposal & Recycling Services to Allied Services, LLC d/b/a Republic Services and authorize the Airport Director to sign this Agreement. Approval by the Board of Estimate and Apportionment (E & A) and the Board of Aldermen is also required.

**Solid Waste Disposal & Recycling Services**  
8/07/2012

Year 1

|  | Allied Services, LLC<br>d/b/a Republic<br>Services | Yearly Cost   | WM of Mo, Inc | Yearly Cost   |
|--|--|---------------|---------------|---------------|
| BS - Solid Waste Monthly Container Rental (37 Containers/Compactors) | \$ 4,100.00  | \$ 49,200.00  | \$ -          | \$ -          |
| BS - Solid Waste Bid Per Ton   | \$ 58.21   | \$ 152,510.20 | \$ 82.20      | \$ 215,364.00 |
| BS - Recyclables Monthly Container Rental (26 Containers/Compactors) | \$ 1,521.00  | \$ 18,252.00  | \$ 580.00     | \$ 6,960.00   |
| BS - Bid per Ton (Single Stream)                                     | \$ 74.30   | \$ 14,367.39  | \$ 76.39      | \$ 14,771.53  |
| BS - Bid per Ton (Rubber Tires)                                      | \$ 189.00  | \$ 1,457.19   | \$ 145.00     | \$ 1,117.95   |
| BS - Bid per Ton (Yard Waste)  | \$ 62.66   | \$ 5,609.95   | \$ 62.66      | \$ 5,609.95   |
| BS - Bid per Ton (Cardboard)   | \$ 74.30   | \$ 5,326.57   | \$ 66.78      | \$ 4,787.46   |
| Extra Container - 8 YD FEL (Solid Waste)                             | \$ 13.25   | \$ 13.25      | \$ 25.00      | \$ 25.00      |
| Extra Container - 20 YD Roll Off (Solid Waste)                       | \$ 189.00  | \$ 189.00     | \$ 240.00     | \$ 240.00     |
| Rebate % - Cardboard   | 100%   | \$ 5,018.30   | 50%           | \$ 2,509.15   |
| Rebate % - Single Stream   | 100%   | \$ 7,734.80   | 50%           | \$ 3,867.40   |
| Alternative Incentive  | n/a  |               | n/a           |               |

Year 1 Total Cost      Republic = \$ 234,172.45      WM = \$ 242,499.34

Difference \$ 8,326.89

**Solid Waste Disposal & Recycling Services**  
8/07/2012

Year 2

|   | Allied Services, LLC<br>d/b/a Republic<br>Services | Yearly Cost   | WM of Mo, Inc | Yearly Cost   |
|---|--|---------------|---------------|---------------|
| BS - Solid Waste Monthly Container Rental (37<br>Containers/Compactors) | \$ 4,100.00  | \$ 49,200.00  | \$ -          | \$ -          |
| BS - Solid Waste Bid Per Ton<br>Containers/Compactors)                  | \$ 59.37   | \$ 155,549.40 | \$ 84.66      | \$ 221,809.20 |
| BS - Recyclables Monthly Container Rental (26<br>Containers/Compactors) | \$ 1,521.00  | \$ 18,252.00  | \$ 580.00     | \$ 6,960.00   |
| BS - Bid per Ton (Single Stream)  | \$ 75.78   | \$ 14,653.58  | \$ 78.68      | \$ 15,214.35  |
| BS - Bid per Ton (Rubber Tires)   | \$ 192.78  | \$ 1,486.33   | \$ 145.00     | \$ 1,117.95   |
| BS - Bid per Ton (Yard Waste)   | \$ 65.69   | \$ 5,881.23   | \$ 64.54      | \$ 5,778.27   |
| BS - Bid per Ton (Cardboard)  | \$ 75.78   | \$ 5,432.67   | \$ 68.78      | \$ 4,930.84   |
| Extra Container - 8 YD FEL (Solid Waste)                                | \$ 13.91   | \$ 13.91      | \$ 25.00      | \$ 25.00      |
| Extra Container - 20 YD Roll Off (Solid Waste)                          | \$ 198.45  | \$ 198.45     | \$ 240.00     | \$ 240.00     |
| Rebate % - Cardboard  | 100%   | \$ 5,018.30   | 50%           | \$ 2,509.15   |
| Rebate % - Single Stream  | 100%   | \$ 7,734.80   | 50%           | \$ 3,867.40   |
| Alternative Incentive   | n/a  |               | n/a           |               |

Year 2 Total Cost      Republic = \$ 237,914.47      WM = \$ 249,699.06

Difference \$ 11,784.59

**Solid Waste Disposal & Recycling Services**  
8/07/2012

Year 3

|  | Allied Services, LLC<br>d/b/a Republic<br>Services | Yearly Cost   | WM of Mo, Inc | Yearly Cost   |
|--|--|---------------|---------------|---------------|
| BS - Solid Waste Monthly Container Rental (37 Containers/Compactors) | \$ 4,100.00  | \$ 49,200.00  | \$ -          | \$ -          |
| BS - Solid Waste Bid Per Ton   | \$ 60.56   | \$ 158,667.20 | \$ 87.20      | \$ 228,464.00 |
| BS - Recyclables Monthly Container Rental (26 Containers/Compactors) | \$ 1,521.00  | \$ 18,252.00  | \$ 580.00     | \$ 6,960.00   |
| BS - Bid per Ton (Single Stream)                                     | \$ 77.30   | \$ 14,947.50  | \$ 81.04      | \$ 15,670.70  |
| BS - Bid per Ton (Rubber Tires)                                      | \$ 196.63  | \$ 1,516.02   | \$ 150.00     | \$ 1,156.50   |
| BS - Bid per Ton (Yard Waste)  | \$ 67.77   | \$ 6,067.45   | \$ 66.48      | \$ 5,951.95   |
| BS - Bid per Ton (Cardboard)   | \$ 77.30   | \$ 5,541.64   | \$ 70.85      | \$ 5,079.24   |
| Extra Container - 8 YD FEL (Solid Waste)                             | \$ 14.33   | \$ 14.33      | \$ 25.00      | \$ 25.00      |
| Extra Container - 20 YD Roll Off (Solid Waste)                       | \$ 204.40  | \$ 204.40     | \$ 250.00     | \$ 250.00     |
| Rebate % - Cardboard   | 100%   | \$ 5,018.30   | 50%           | \$ 2,509.15   |
| Rebate % - Single Stream   | 100%   | \$ 7,734.80   | 50%           | \$ 3,867.40   |
| Alternative Incentive  | n/a  |               | n/a           |               |

Year 2 Total Cost      Republic = \$ 241,657.43      WM = \$ 257,180.85

Difference \$ 15,523.41

**Solid Waste Disposal & Recycling Services**  
8/07/2012

Year 4

|  | Allied Services, LLC<br>d/b/a Republic<br>Services | Yearly Cost   | WM of Mo, Inc | Yearly Cost   |
|--|--|---------------|---------------|---------------|
| BS - Solid Waste Monthly Container Rental (37 Containers/Compactors) | \$ 4,100.00  | \$ 49,200.00  | \$ -          | \$ -          |
| BS - Solid Waste Bid Per Ton   | \$ 62.37   | \$ 163,409.40 | \$ 89.82      | \$ 235,328.40 |
| BS - Recyclables Monthly Container Rental (26 Containers/Compactors) | \$ 1,521.00  | \$ 18,252.00  | \$ 580.00     | \$ 6,960.00   |
| BS - Bid per Ton (Single Stream)                                     | \$ 77.30   | \$ 14,947.50  | \$ 83.47      | \$ 16,140.59  |
| BS - Bid per Ton (Rubber Tires)                                      | \$ 202.53  | \$ 1,561.51   | \$ 155.00     | \$ 1,195.05   |
| BS - Bid per Ton (Yard Waste)  | \$ 69.80   | \$ 6,249.19   | \$ 68.47      | \$ 6,130.12   |
| BS - Bid per Ton (Cardboard)   | \$ 77.30   | \$ 5,541.64   | \$ 72.97      | \$ 5,231.22   |
| Extra Container - 8 YD FEL (Solid Waste)                             | \$ 14.76   | \$ 14.76      | \$ 25.00      | \$ 25.00      |
| Extra Container - 20 YD Roll Off (Solid Waste)                       | \$ 214.62  | \$ 214.62     | \$ 250.00     | \$ 250.00     |
| Rebate % - Cardboard   | 100%   | \$ 5,018.30   | 50%           | \$ 2,509.15   |
| Rebate % - Single Stream   | 100%   | \$ 7,734.80   | 50%           | \$ 3,867.40   |
| Alternative Incentive  | n/a  |               | n/a           |               |

Year 4 Total Cost      Republic = \$ 246,637.52      WM = \$ 264,883.83

Difference \$ 18,246.31

**Solid Waste Disposal & Recycling Services  
8/07/2012**

| Year 5   | Allied Services, LLC<br>d/b/a Republic<br>Services | Yearly Cost   | WM of Mo, Inc | Yearly Cost   |
|--|--|---------------|---------------|---------------|
| BS - Solid Waste Monthly Container Rental (37 Containers/Compactors) | \$ 4,100.00  | \$ 49,200.00  | \$ -          | \$ -          |
| BS - Solid Waste Bid Per Ton   | \$ 64.24   | \$ 168,308.80 | \$ 92.52      | \$ 242,402.40 |
| BS - Recyclables Monthly Container Rental (26 Containers/Compactors) | \$ 1,521.00  | \$ 18,252.00  | \$ 580.00     | \$ 6,960.00   |
| BS - Bid per Ton (Single Stream)                                     | \$ 77.30   | \$ 14,947.50  | \$ 85.98      | \$ 16,625.95  |
| BS - Bid per Ton (Rubber Tires)                                      | \$ 208.61  | \$ 1,608.38   | \$ 165.00     | \$ 1,272.15   |
| BS - Bid per Ton (Yard Waste)  | \$ 71.89   | \$ 6,436.31   | \$ 70.52      | \$ 6,313.66   |
| BS - Bid per Ton (Cardboard)   | \$ 77.30   | \$ 5,541.64   | \$ 75.16      | \$ 5,388.22   |
| Extra Container - 8 YD FEL (Solid Waste)                             | \$ 15.20   | \$ 15.20      | \$ 25.00      | \$ 25.00      |
| Extra Container - 20 YD Roll Off (Solid Waste)                       | \$ 225.35  | \$ 225.35     | \$ 250.00     | \$ 250.00     |
| Rebate % - Cardboard   | 100%   | \$ 5,018.30   | 50%           | \$ 2,509.15   |
| Rebate % - Single Stream   | 100%   | \$ 7,734.80   | 50%           | \$ 3,867.40   |
| Alternative Incentive  | n/a  |               | n/a           |               |

Year 5 Total Cost      Republic = \$ 251,782.08      WM = \$ 272,860.83

Difference \$ 21,078.75

Republic 5 Year Total = \$ 1,212,163.95 Low  
 Waste Management 5 Year Total = \$ 1,287,123.90 High  
 Total Difference \$ 74,959.96

Prepared By: Joletta Golik, Jonathan Matheny