

CONTRACT NUMBER 18-0113

FOR

TRASH REMOVAL SERVICES

BY AND BETWEEN

THE MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY

AND

WASTE MANAGEMENT, INC OF TENNESSEE

THIS CONTRACT, made and entered into this 1st day of February 2018, (the “Contract”), by and between the **Waste Management, Inc of Tennessee**, (“Company” or “Contractor”) and **Memphis-Shelby County Airport Authority**, a body politic and corporate organized and existing under and by virtue of the laws of the State of Tennessee, (“Authority” or “Sponsor”). The Authority and the Company may be referred to herein individually as a “Party” and collectively as the “Parties”.

WITNESSETH THAT:

For and in consideration of the mutual promises, covenants, and stipulations of each Party to the other, the Company agrees to provide the Authority with services on the terms and conditions set forth herein as follows:

1 PERFORMANCE

Company shall provide Trash Removal Services (“Services”) to the Authority in accordance with the Scope of Services (“Scope of Services”), which is attached hereto as Exhibit A and incorporated herein by reference. The Authority and the Company agree that from time to time it may be necessary to add to, delete from, or amend the Scope of Services in order to better meet the needs of the Authority, as determined by the Authority in its sole discretion. In such event, the Parties shall in writing, amend this Contract if the Parties reach an agreement on modifications of the Scope of Services and Compensation, which is defined in Section 2 below.

2 COMPENSATION

For satisfactory performance, the Authority agrees to pay the Company in accordance with the Schedule of Compensation (“Compensation”) which is attached hereto as Exhibit B and incorporated herein by reference. Company shall be entitled to pass-through to the Authority any increased fees or costs resulting directly from changes in city ordinances (e.g., local franchise fee increases), or changes in federal, state or local laws, rules or regulations (e.g., TDEC waste disposal fee). Company will provide written notice to the Authority of such uncontrollable cost increases at least fifteen (15) days prior to implementing the change. The Authority in its sole discretion will approve or disapprove of these fees in writing. The Authority

agrees to remit payment to Company within thirty (30) days of receipt of a properly submitted and approved invoice with a complete itemization of the charges, including any and all supporting documentation. However, if Company has an outstanding debt with the Authority for any fees or expenses related to this Contract, and the debt is over thirty (30) days past due, the Authority reserves the right to deduct the amount owed from the Company's submitted invoice.

3 TERM AND RENEWAL

The initial term of this Contract shall be for a period of one (1) year commencing on the start date of the Contract ("Contract Term"). The Authority, in its sole discretion, reserves the option to extend the Contract Term for four (4) additional periods of one (1) year each ("Renewal Terms") by giving written notice to the Company at least ninety (90) days before the expiration of the Contract Term or any Renewal Term. At the sole option of the Authority, the Contract may be extended beyond the four (4) Renewal Terms. The Contract shall be amended to reflect any negotiated and agreed upon Compensation for any such extension of this Contract.

4 BREACH OF CONTRACT TERMS

Any violation or breach of the terms of this Contract on the part of the Company or their subcontractors may result in the termination of this Contract or such other action that may be necessary to enforce the rights of the Parties to this Contract. The duties and obligations imposed by the Contract Documents, as defined in Section 30 below, and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

5 TERMINATION OF CONTRACT

The Authority may, at any time upon thirty (30) days written notice, terminate this Contract in whole or in part at any time, either for the Authority's convenience or because of failure by Company to fulfill the Contract obligations. Upon receipt of such notice, services shall be discontinued on the effective date of termination (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in progress, delivered to the Authority.

If the Authority terminates this Contract, the Authority shall be liable under the payment provisions of this Contract only for payment for services rendered and expenses incurred before the effective date of termination.

Company may terminate this Contract upon thirty (30) days written notice to Authority if Authority is in material breach of this Contract and fails to cure the breach before the end of the thirty (30) day notice period.

If, after notice of termination for failure to fulfill contract obligations, it is determined that the Company had not so failed, the termination shall be deemed to have been effected for the convenience of the Authority.

The rights and remedies of the Authority provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

6 UPON TERMINATION

If this Contract is terminated prior to Company's completion of the services to be performed hereunder, then all finished or unfinished documents or other materials prepared or obtained by Company pursuant to this Contract shall become the Authority's property to the extent allowable by law and accounting standards. If this Contract is terminated prior to Company's completion of the services to be performed hereunder, Company shall return to Authority any sums paid in advance by Authority for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Contract. Company shall prepare an accounting of the services performed and money spent by Company up to the effective date of termination and shall return to Authority any remaining sums within thirty (30) days of such date.

7 DEFAULTS AND REMEDIES

7.1 DEFAULTS

Company shall be in default of this Contract upon the occurrence of any of the following events:

- a. If Company fails to comply with any of the provisions required of Company under this Contract, and such failure continues for a period of twenty-four (24) hours after written notice thereof is given to Company by the Authority; or
- b. If, by operation of law or otherwise, the right, title, or interest of Company in this Contract is transferred to, passes to, or devolves upon any other person, firm, or corporation without prior written consent of the Authority; or
- c. Upon the levy of any attachment or execution of any process of a court of competent jurisdiction which does or will interfere with Company's performance under this Contract, and which attachment, execution, or other process of such court is not enjoined, vacated, dismissed, or set aside within a period of thirty (30) days; or
- d. Upon the suspension, revocation, or termination of any power, license, permit, or authority that has the effect of preventing Company from performing under this Contract.

7.2 REMEDIES

Upon the occurrence of any one or more of the events as set forth above, or upon any other default or breach of this Contract by Company, the Authority may, at the Authority's sole option, exercise concurrently or successively, any one or more of the following rights and remedies without waiving such default or breach:

- a. Interplead funds to a court or pay any sum required to be paid by Company to parties other than the Authority, and which Company has incurred in connection with this Contract and failed to pay. Any amount so paid in good faith by the Authority, together with interest thereon at the maximum rate provided by law from the date of such payment, and all expenses connected therewith shall be repaid by Company to the Authority on demand; or

- b. Enjoin any breach or threatened breach by Company of any covenants, sections, terms, provisions, or conditions hereof; or
- c. Bring suit for the performance of any covenant devolving upon Company for performance or damage thereof, all without terminating this Contract; or
- d. Terminate this Contract upon ten (10) days written notice to Company, specifying date of termination and upon payment of all fees and expenses incurred prior to termination.

8 RIGHTS AND REMEDIES CUMULATIVE AND NOT EXCLUSIVE

All rights and remedies granted to Authority herein and any other rights and remedies which Authority may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that Authority may have exercised any remedy without terminating this Contract shall not impair Authority's rights thereafter to terminate or to exercise any other remedy herein granted or to which Authority may be otherwise entitled.

9 RECOVERY OF FEES AND EXPENSES

In the event of any claim or other matter in question between the Authority and Company arising out of, or relating to, this Contract or the breach thereof and in addition to any other remedies or recoveries provided herein, the Company shall be liable for and shall promptly reimburse the Authority for any cost or expense incurred by the Authority, including fees and expenses of its attorneys, consultants, and experts, as a result of the Authority prevailing in any action it brings against Company for (i) Company's failure to perform in accordance with the terms of this Contract; (ii) breach of the warranties and guaranties set forth in this Contract; or (iii) any successful action taken by the Authority to enforce the terms of this Contract.

10 WAIVER

Waiver by the Authority of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition. No term, covenant, or condition of this Contract can be waived except by written consent of Authority, and forbearance or indulgence by Authority in any regard whatsoever shall not constitute a waiver of same to be performed by Company to which the same may apply and, until complete performance by Company of the term, covenant, or condition, Authority shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

11 FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performance under this Contract (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused (i) by causes beyond that Party's reasonable control and (ii) occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or Party to substantially meet its performance obligations under this Contract, provided that, as a condition to the claim of non-liability, the Party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will

be extended for a period of time equal to the time lost due to any delay so caused; however, such delays shall not be grounds for an adjustment in Compensation.

12 ASSIGNMENT

The Company shall not assign the Contract or any part hereof or any monies due or to become due hereunder without the prior written approval of the Authority.

13 SUCCESSORS AND ASSIGNS

The Authority and the Company each binds itself and its partners, successors, executors, administrators and assigns, to the other Party of this Contract and to the partners, successors, executors, administrators, and assigns of such other Party with respect to all covenants, terms, provisions, and conditions of this Contract. Neither the Authority nor the Company shall assign, sublet, or transfer its interest in this Contract without the prior written consent of the other; provided, however, that claims for money due, or to become due the Company from the Authority under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of such assignment or transfer shall be furnished promptly in writing to the Authority. Except as provided for above, if Company should subcontract, assign, or transfer any part of Company's interests or obligations under this Contract without the prior written approval of Authority, it shall constitute a material breach of this Contract.

14 INDEPENDENT COMPANY

Company is an independent contractor with respect to all services performed under this Contract. Company accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers' compensation, Social Security, unemployment benefits, or other employee benefits now or hereinafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by Company on work performed under the terms of this Contract. Company shall defend, indemnify, save, and hold harmless the Authority from any claims or liability for such contributions, benefits or taxes. Nothing contained in this Contract, nor any act of the Authority or Company, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship with the Authority. The Company is not the Authority's agent and the Company has no authority, express, apparent or otherwise, to take any action or execute any documents on behalf of the Authority.

15 NO FINANCIAL INTEREST

Company understands and agrees that no Authority employee or member of the Board of Commissioners of the Authority, Memphis City Council, or Shelby County Board of Commissioners shall receive any financial benefit arising out of this Contract, either directly or indirectly. Further, any fees paid to any person or entity by the Company for assistance in obtaining this Contract with the Authority have been fully disclosed to the Authority in Company's Response, as defined in Section 29 below, and supplemented in writing as necessary throughout this process.

16 INDEMNIFICATION

Company shall defend, indemnify, and hold harmless the Authority and its commissioners, directors, officers, agents and employees, from and against all claims, damages, demands, liability, losses, costs, fines, and

expenses of any nature whatsoever, including reasonable attorneys' fees, arising out of or resulting from any negligent acts or omissions in connection with Company's performance of this Contract, to the extent caused in whole or in part by Company or its employees, officers, agents, or subcontractors, or caused by others for whom Company is liable except to the extent of negligence of the Authority or any of its commissioners, directors, officers, agents or employees. The indemnity set forth in this Section 16 shall survive the expiration or earlier termination of this Contract.

17 LAWS, PERMITS AND LICENSES

Company shall abide by and observe all laws, ordinances, and regulations relating to the work to be done pursuant to this Contract. Company shall secure all permits and pay all license fees required by law before beginning the services.

18 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

18.1 OVERVIEW

The Authority operates a federal Disadvantaged Business Enterprise (DBE) Program and a non-federal Business Diversity Development Program (BDDP) to ensure full and fair opportunities in Authority contracting for businesses owned by socially and economically disadvantaged individuals. Only firms that are certified consistent with 49 CFR Part 26 and by the Authority or the Tennessee Department of Transportation Unified Certification Program will be considered to be certified as a Disadvantaged Business Enterprise. The information contained in this section is not intended to, nor does it, supplement or amend any federal regulation. Company is responsible for compliance with all applicable federal and Authority rules and requirements.

18.2 IDENTIFICATION OF CONTRACT GOAL AND REQUIREMENTS

For this Contract, the DBE goal is established as 17%. The DBE goal shall apply to Change Orders.

18.3 SANCTIONS FOR NON-COMPLIANCE

In case of the Company's non-compliance with DBE and/or BDDP requirements as applicable, including, but not limited to, documentation, cooperation, and truthfulness, the Authority shall impose such contract sanctions as it may determine to be appropriate. This may include but is not limited to:

- a. Withholding of payments to the Company under the Contract until the Company complies; and/or
- b. Cancellation, termination, or suspension of the Contract, in whole or in part; and/or
- c. Payment by the Company to the Authority of an amount equal to the difference in the DBE dollar value contracted for and the dollar value achieved in documented DBE participation or any lesser amount or penalty as deemed appropriate by the Authority, which dollar value shall be considered liquidated damages for failure to perform the requirements of the Contract and for which Company and all of its subcontractors agree to be bound.

19 INSURANCE REQUIREMENTS

Prior to commencing work, the Company or Subcontractor, hereinafter called Company shall procure and continuously maintain, at its sole cost and expense, with insurers' financially acceptable and lawfully authorized to do business in Tennessee and any other states where work or operations are performed on behalf of the Authority, the insurance coverage required herein. The minimum limits for the insurance coverage required herein are listed below unless higher limits are required by law.

19.1 MINIMUM SCOPE AND LIMITS OF INSURANCE

Any General Liability and Pollution Liability policies of insurance as respects work to be performed under the Contract and submitted by the Company, whether it be two separate policies or on a combined form, must be written on an occurrence basis and shall not contain a sunset provision, commutation clause or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy. Acceptance by Authority of insurance submitted by the Company does not relieve or decrease in any manner the liability of the Company for performance of the work required under the Contract. The Company shall increase such minimum limits upon notice in writing from the Authority. The Company is responsible for any losses, claims, and costs of any kind which the Company's insurance does not cover.

19.1.1 COMMERCIAL GENERAL LIABILITY

Company's insurance coverage shall be on an occurrence coverage form, with coverage at least as broad as that provided under the current edition of the ***Insurance Services Office Commercial General Liability Policy, CG 0001*** @, and shall provide coverage for premises and operations, products and completed operations. Other than standard exclusions applicable to pollution, asbestos, lead, mold, employment practices, ERISA and professional liability, there shall be no limitations or exclusions beyond those contained in the standard policy forms which apply to property damage, products and completed operations, or contractual liability.

Company shall maintain Commercial General Liability not less than:

\$1,000,000 bodily injury and property damage per occurrence
\$2,000,000 products and completed operations annual policy aggregate
\$2,000,000 general aggregate

If Commercial General Liability Insurance or another equivalent coverage form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required loss limit.

19.1.2 AUTOMOBILE LIABILITY

Company shall maintain coverage, including follow form umbrella liability insurance if necessary, covering liability with respect to the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of the Company. The coverage shall be at least as broad as the current edition of the

Insurance Services Office Business Automobile Policy, CA0001©. If Company's scope of services includes the transportation of hazardous materials to or from Airport premises, as determined by the Authority, Company shall also include pollution coverage by procuring and continuously maintaining current editions of standard endorsements **MCS-90** and **CA 9948**, or their equivalents.

\$1,000,000 per occurrence, bodily injury and property damage liability
\$5,000,000 if hazardous materials are to be transported

If Company's operation/work is on the Airside Operations Area (AOA), coverage shall be not less than \$10,000,000 per occurrence, combined single limit for bodily injury and property damage.

19.1.3 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Company shall maintain Workers' Compensation coverage in accordance with the statutory regulations of the State of Tennessee, and shall voluntarily provide workers' compensation coverage for proprietors, partners or others not statutorily required to maintain workers compensation insurance.

Company shall maintain Employer's Liability not less than:

\$1,000,000 each accident
\$1,000,000 disease policy limit
\$1,000,000 disease each employee

19.1.4 UMBRELLA AND EXCESS LIABILITY

Company shall maintain excess liability coverage on a follow form basis for Commercial General Liability, Automobile Liability and Employer's Liability coverage required herein of not less than:

\$5,000,000 per claim
\$5,000,000 annual aggregate

If Company's operation/work is on the Airside Operations Area (AOA), coverage shall be not less than **\$10,000,000** per occurrence, combined single limit for bodily injury and property damage for the Umbrella and Excess Liability coverages.

Any applicable aggregate shall apply per location / project.

19.1.5 POLLUTION (ENVIRONMENTAL) LIABILITY OR POLLUTION LEGAL LIABILITY INSURANCE

Coverage will respond to bodily injury or property damage liability and clean up associated with spills, discharges, emissions, transportation, storage, treatment or disposal of any substance that is or becomes a hazard to the environment and contaminates the air, soil, or ground waters.

Evidence of insurance – required from Respondent or waste disposal site operator if Respondent’s scope of services includes the storage, treatment or disposal of waste or hazardous materials off-site. Such coverage shall include defense costs applicable to claims for bodily injury, property damage or clean up costs.

Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement date of this agreement, and coverage is continuously maintained during all periods in which Disposal Site Operator accepts or treats waste generated from the Authority’s projects and for a period of **five (5) years** thereafter.

Company shall maintain Pollution (Environmental) Liability in an amount not less than:

\$2,000,000 per incident

\$2,000,000 policy aggregate

19.2 DEDUCTIBLES, SELF-INSURED RETENTIONS OR SELF-INSURED PROGRAMS

The self-insured retention or deductible amount on the policy shall not reduce the amount of collectible limits of liability. Any policy of insurance that either specifies self-insurance or self-insurance retention or that is maintained by Company pursuant to excess liability shall contain a provision to the effect that the insolvency or bankruptcy of the insured shall not relieve the insurance company of any obligation under the policy.

19.3 OTHER INSURANCE PROVISIONS

The required insurance shall contain the following additional provisions:

19.3.1 ADDITIONAL INSURED

The Memphis-Shelby County Airport Authority, including the Authority’s Commissioners, officers, directors, employees and agents in the course and scope of employment, shall each be included as additional insured on Company’s Commercial General Liability, Pollution Liability, Auto Liability, and Umbrella/Excess Liability policies with respect to claims or liabilities arising from, or connected with Company’s work or operations. The additional insured endorsements shall be at least as broad as the current edition of the Insurance Services Offices forms **CG2010®** and **CG2037®**.

19.3.2 PRIMARY COVERAGE

Company’s required insurance coverage, including umbrella or excess liability shall be primary insurance and any insurance or self-insurance maintained by the Authority shall be in excess of and non-contributory with Company’s insurance.

19.3.3 SEVERABILITY OF INTEREST

Except with respect to the limits of insurance, Company’s required insurance shall apply separately to each insured or additional insured.

19.3.4 WAIVER OF SUBROGATION

To the fullest extent permitted by law, Company agrees to waive all rights of subrogation against the Authority, including the Authority's commissioners, officers, directors, employees and agents and shall cause each of its subcontractors to waive their rights of subrogation against the Authority, including the Authority's commissioners, officers, directors, employees and agents for all costs or expenses, losses, damages, claims, suits or demands, howsoever caused:

- a. To real or personal property, including but not limited to vehicles, equipment, and tools owned, leased or used by the Company or the Company's employees, agents or subcontractors; and
- b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance, except professional liability to which this requirement does not apply, maintained by the Company.

This waiver shall apply to all first party property, equipment, vehicle and workers compensation claims, unless prohibited under applicable state statutes, and all third party liability claims. This waiver shall also apply to all deductibles, retentions or self-insured layers applicable to the required or any other insurance, except professional liability to which this requirement does not apply maintained by the Company. If necessary, the Company agrees to endorse the required insurance policies to permit waivers of subrogation in favor of the Authority as required hereunder. The Company further agrees to hold harmless and indemnify the Authority for any loss or expense incurred as a result of the Company's failure to obtain such waivers of subrogation from the Company's insurers.

19.3.5 NOTICE OF CANCELLATION

Should the Company cancel, fail to renew or make changes to any insurance policy required herein, and/or receive advance written notice from the insurer prior to the cancellation, termination, revocation of or any adverse material change to any insurance coverage required hereunder, the Company shall immediately notify Authority in writing of same. If any of the insurance is cancelled, the Company shall cease operations until such insurance can be provided.

19.3.6 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers authorized to do business in the State of Tennessee having an A- or better rating and a Financial Size Category of "Class VII" or higher according to the most current edition of Best's Key Rating Guide.

19.3.7 VERIFICATION OF COVERAGE

The Company shall furnish the Authority with a certificate of insurance evidencing the required coverage prior to the commencement of work or operations. The Company agrees to submit an insurance certificate(s) such that Authority has a certificate evidencing current required coverage at all times. The certificates are to be signed by a person authorized by the insurer(s) to bind coverage on Company's

behalf. **Copies of endorsements providing coverage for additional insureds, permitting waiver of subrogation, and earlier notice of cancellation shall also be provided to Authority.** Renewal certificates shall also be provided to the Authority prior to the expiration of the required insurance policies.

If required by the Authority's legal counsel, the Company agrees to provide true and certified copies of the required insurance policies within fifteen (15) days of receipt of written request from the Authority. In the event renewal policies have not been issued by insurer(s), the Company agrees to provide complete copies of insurance binders issued to evidence coverage required by this Contract until such time as the actual policies are received from insurer(s).

Failure of the Authority to request such certificates or other evidence of Company's compliance with insurance requirements, or failure of the Authority to identify deficiencies from evidence that is provided, shall in no way limit or relieve Company of its obligations to maintain such insurance.

19.3.8 SUBCONTRACTORS

The Company shall require their subcontractors to maintain similar insurance coverage and minimum limits as is herein required of the Company, as well as provide proof of subcontractors' insurance coverage to Authority.

19.3.9 LEASED EMPLOYEES

Use of leased employees by Company is expressly prohibited without the Authority's written permission. If permitted by the Authority, Company shall:

- a. Provide the Authority with a complete copy of agreement with employee leasing company;
- b. Require leasing company to provide workers' compensation and employers liability insurance with limits in amounts not less than required of Company;
- c. Require leasing company to provide standard Alternate Employer Endorsement **WC 0003** naming the Authority, Project Owner and Project Architect as alternate employers on leasing company's workers' compensation policy
- d. Require leasing company to provide waiver of subrogation in favor of the Authority, Project Owner and Project Architect on leasing company's workers' compensation insurance policy.
- e. Provide the Authority with a copy of leasing company's certificate of insurance, with endorsements, evidencing the required coverage.

19.3.10 NO REPRESENTATION OF COVERAGE ADEQUACY

In specifying minimum Company insurance requirements, the Authority does not represent that such insurance is adequate to protect Company for loss, damage or

liability arising from its work. Company agrees that it is Company's responsibility to identify its own risks and protect itself accordingly, and understands that Authority accepts no liability for any such uninsured risks howsoever arising.

The insurance requirements set forth in minimum amounts shall not be construed to relieve Company for liability in excess of such coverage, nor shall it preclude the Authority from taking such other actions as is available to it under any other provision of the Contract. Any acceptance of certificates of insurance by the Authority shall in no way limit or relieve Company of its duties and responsibilities under the Contract, including the duty to indemnify and hold harmless the Authority.

20 DAMAGE TO AUTHORITY PROPERTY

Company agrees to promptly notify Authority of any damage caused to Airport property arising from Company's activities at the Airport. Company also agrees to comply with any request made by the Authority for reimbursement of costs associated with any damage to Airport property arising from the use of the Airport by Company or any of Company's representatives, managers, employees, agents, contractors, subcontractors, licensees or invitees or from the conduct of same. This provision shall survive the termination of this Contract.

21 COMPANY FURNISHED EQUIPMENT

All equipment furnished by Company shall remain the property of Company; however, the Authority shall have care, custody and control of the equipment and shall bear responsibility for all loss or damage to the equipment, except for reasonable wear and tear or damage caused by Company. The Authority shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Contract, the Authority shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted.

22 ACCESS TO EQUIPMENT

The Authority agrees that the right-of-way provided for Company's vehicles will be the most convenient public access and is sufficient to bear the weight of all of Company's equipment and vehicles required to perform the services. The Authority shall provide unobstructed access to the equipment on the scheduled collection day. Company shall not be responsible for any damage to the Authority's property, including pavement, subsurface or curbing, resulting from Company's provision of services, except when such damage is caused by Company's negligence or misconduct.

23 SOLID WASTE MATERIALS

The Authority agrees that the materials to be collected under this Contract constitute only non-hazardous "solid waste" as defined herein. For purposes of this Contract, "solid waste" means all non-hazardous putrescible and non-putrescible solid waste materials and Recyclable Materials, as defined in Section 24 below, generated by the Authority or on Airport property serviced by the Company. Solid waste specifically excludes, and the Authority agrees not to deposit or permit the deposit for collection of, any Special Waste, which for purposes of this Provision shall include, but is not limited to, industrial process wastes, asbestos

containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris; radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous waste or material, or toxic substance, as defined by, characterized or listed under applicable federal, state, or local laws or regulations (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with the Authority or the generator at all times.

24 RECYCLABLE MATERIALS

- a. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services:
 - (i) Single stream, commingled Recyclable Materials ("Single Stream") will consist of 100% of Authority's clean, dry, paper or cardboard without wax liners; and clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs, but excluding foam and film plastics. No individual items may be excluded from Single Stream service. Glass may be included with specific approval of Company. Any material not set forth above, including tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"). Single Stream may contain up to 5% Unacceptable Materials.
 - (ii) Authority shall provide wastepaper in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof.
 - (iii) All other Recyclable Materials will be delivered in accordance with the Company specifications that are available at www.recycleamerica.com or such specifications communicated to Authority by Company.
- b. Recyclable Materials may not contain Excluded Materials or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment. Company may reject in whole or in part Recyclable Materials not meeting the specifications, and Authority shall reimburse Company for all losses incurred with respect to such Recyclable Materials including costs of transportation and disposal.
- c. Upon notice to Authority, Company reserves the right, at its sole discretion, to discontinue acceptance of any category of Recyclable Material as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Contract.

25 AUDIT

The Authority shall have the right to audit this Contract, along with any and all books, documents, and records relating thereto, as deemed necessary by the Authority, in its sole discretion. The books, documents, and records of Company in connection with this Contract shall be made available to the Authority in the Authority's offices or other locations in Memphis, Tennessee, acceptable to the Authority, within ten (10) days after a written request is made. The Authority acknowledges that some of the records that it may request to audit could contain Company's confidential, proprietary and/or trade secret information. Subject

to the extent authorized by law, the Authority agrees not to make copies of such information and to take all reasonable actions necessary to protect such confidential, proprietary, and/or trade secret information from disclosure to any third parties. The Authority may audit the Company's records at any time within three (3) years of each year ended June 30. The provisions of this Section 25 shall survive the expiration or earlier termination of the Contract by a period of no less than three (3) years.

26 GOVERNING LAW

This Contract shall be interpreted, construed and performance shall be governed by and in accordance with the laws of the State of Tennessee. Authority and Company irrevocably agree that should any litigation arise out of this Contract, it shall be brought in the state or federal courts in Shelby County, Tennessee.

27 SURVIVAL OF OBLIGATIONS

All obligations of the Parties that either expressly or by their nature survive the expiration or termination of this Contract shall continue in full force and effect subsequent to, and regardless of, this Contract's expiration or termination and until they are fully satisfied or by their nature expire.

28 INCORPORATION OF AUTHORITY'S REQUEST FOR PROPOSALS

The Authority's Request for Proposals, RFP Number 18-0006, shall be incorporated in its entirety herein by reference. Accordingly, the Company shall be obligated to meet all requirements including, but not limited to, DBE requirements and Performance Bonds as described in the Request for Proposals; provided, however, that where an express provision of this Contract conflicts with any provision of the Request for Proposals, this Contract shall control.

29 INCORPORATION OF COMPANY'S RESPONSE

Company's timely response to the Authority's Request for Proposals ("Company's Response") shall be incorporated in its entirety herein by reference. Company and Authority acknowledge that Company's Response was a valuable consideration in the award of this Contract to the Company, and is an authoritative reference for understanding the intention of the Parties to this Contract. Accordingly, Company shall be obligated to meet all specifications described in Company's Response; provided, however, that any conflict between an express provision of this Contract and any provision of Company's Response shall be resolved in the following order: (1) the provisions of this Contract, (2) Scope of Services, and (3) Schedule of Compensation.

30 CONTRACT DOCUMENTS

The documents which comprise the entire Contract between the Authority and the Company ("Contract Documents") consist of the following:

- a. This Contract
- b. Exhibit A – Scope of Services
- c. Exhibit B – Schedule of Compensation
- d. Exhibit C – Required contract provisions for Airport Improvement Program and for Obligated Sponsors

31 SEVERABILITY

In the event any provisions of this Contract shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties. One or more waivers by either Party of any provision, term, condition or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party.

32 NOTIFICATION

All written notices, demands or requests of any kind that either Party desires to serve on the other Party in connection with this Contract may be served by hand-delivery or by mail at the addresses below or such other addresses as may be provided in writing. Any such notice or demand so served by mail shall be mailed or delivered by certified or registered mail with postage or fees thereon fully prepaid, and addressed to the Parties as follows:

If to Authority:	Memphis-Shelby County Airport Authority Director of Staff Services 2491 Winchester Road, Suite 113 Memphis, TN 38116-3856
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	Memphis-Shelby County Airport Authority General Counsel 2491 Winchester Road, Suite 113 Memphis, TN 38116-3856
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If to Company:	Waste Management Inc. of Tennessee Attn: Lisa Rikard 3750 Hatcher Circle Memphis, TN 38118
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Any notice to either Party relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by certified or registered mail to the other Party at its last given address or delivered in person to the other Party or to its authorized representative.

33 ENTIRE AGREEMENT

This Contract constitutes the complete agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, stipulations, representations, or agreements, whether written or oral. The provisions of this Contract may only be modified, amended or waived by a written instrument executed by the Parties. If any provision or term of this Contract shall be determined to be illegal, invalid or unenforceable, the remainder shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

34 EXECUTION OF CONTRACT

The parties hereby agree and express their intent to execute this Contract electronically if Authority has a designated information processing system. The parties also hereby agree that this Contract may be executed

in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the signatures of the respective Parties by their duly authorized officers on the date first above written.

MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY

By: *Scott A Brockman* Jan 31, 2018
Scott A Brockman (Jan 31, 2018)

Title: President and CEO

WASTE MANAGEMENT, INC. OF TN

By: *Lisa Rikard* Jan 31, 2018
Lisa Rikard (Jan 31, 2018)

Title: _____

Approved as to Content:

By: *Terry Blue* Jan 31, 2018
Terry Blue (Jan 31, 2018)

Title: Vice President of Operations

Approved as to Form and Legality

By: *Janet Shipman* Jan 31, 2018
Janet Shipman (Jan 31, 2018)

Title: Associate Airport Counsel

EXHIBIT A
SCOPE OF SERVICES

1 SCOPE OF SERVICES

1.1 General Requirements

The selected Proposer must be prepared to render Trash Removal Services at the premises of the Memphis International Airport, General Dewitt Spain Airport, and Charles W. Baker Airport.

1.1.1 Equipment

The successful Proposer shall provide new or like new equipment on a unit price basis. The initial equipment usage plan and equipment location is as follows:

- a. Two (2) 34 cubic yard self-contained compactor units – East Rear Drive
- b. One (1) 34 cubic yard self-contained compactor units – West Rear Drive
- c. One (1) 34 cubic yard self-contained compactor units – West Rear Drive (Recycling)
- d. One (1) 4 cubic yard dumpster – Aircraft Rescue Firefighting Facility
- e. One (1) 4 cubic yard dumpster – Fuel Farm
- f. Three (3) 8 cubic yard dumpsters – between Cargo Buildings 3 and 4
- g. One (1) 30 cubic yard open top container – between Cargo Buildings 3 and 4
- h. One (1) 20 cubic yard open top container – Airfield Maintenance Facility (former PSI)
- i. One (1) 30 cubic yard open top dumpster – Cargo Building on Runway Road
- j. One (1) 2 cubic yard dumpster – Warehouse on Runway Road (Suite B)
- k. Three (3) 8 cubic yard dumpster – Airport QTA
- l. One (1) 8 cubic yard dumpster – Bus Barn Hangar Road (Recycling)
- m. One (1) 4 cubic yard dumpster – Warehouse Runway Road (Suite B) (Recycling)
- n. One (1) 30 cubic yard open top container – Bus Barn Hangar Road
- o. Two (2) 6 cubic yard dumpsters – Charles Baker Airport, 3780 Fite Road
- p. Two (2) 6 cubic yard dumpsters – General DeWitt Spain Airport, 2787 N Second Street

A map showing the locations of the above equipment will be distributed at the mandatory pre-proposal conference.

The Authority shall have the right at all times to examine all equipment, vehicles, tools, materials and supplies used for trash removal services.

The self-contained compactor units provided by the successful Proposer will include power packs and may be of any manufactured brand capable of performing the trash compacting and removal function to the reasonable satisfaction of the Authority. All compactors shall have a capacity indicator to measure at least 80% and 100% full and shall be operational at all times. These capacity indicators can be of the photoelectric sensor type or any other mechanism type that is designed to measure compactor capacity. Compactors shall have a minimum line pressure of 1750 psi and a maximum pressure of 2000 psi and have pressure gauges installed on each unit. The electrical hookup for the compactors is 3-phase, 480 volt. In the event an open top container is used to temporarily replace a compactor, a tarp shall be required. Tarps are not required for other open top containers.

The self-contained compactor units shall have the following features.

- a. Safety switches that only allow the compactor to cycle when the door is shut
- b. The compactor will automatically cycle each time the door is shut
- c. A manual switch to cycle the compactor when the door is shut
- d. An electrically operated lock that engages when the compactor is cycling
- e. Heavy duty door latch to keep the door closed when the compactor is not cycling
- f. A handle to pull the door open when the door latch is released
- g. Heavy duty door hold open device to keep the door open to load trash

For sanitizing and disinfection purposes, Proposer shall take all necessary action to eliminate high build-up of trash, wet garbage and residue that tends to attract flies, bugs, insects, rodents and bacteria. All compactors and containers will be free of odors and insects in accordance with U.S. Public Health and Safety Standards, and in accordance with the requirements of the Authority or other government agencies having jurisdiction.

The dumpsters, compactors, and open top containers will be in a dark brown color of any manufactured brand acceptable to the Authority. One (1) 34 cubic yard compactor unit shall be painted green for identification as a recycling container. A logo may be placed on the equipment, but never should the logo exceed 600 square inches in size. Vehicles that empty dumpsters, containers, and compactors will be specifically designed for that equipment. All vehicles must have the name of the successful Proposer prominently displayed and permanently affixed to the driver and front passenger doors, so that it may be visible from 250 feet away. All vehicles entering the east and/or west gate shall be required to have an AOA sticker on the windshield. In the event of a vehicle breakdown, it may be in the best interest of the Authority and successful Proposer to have more than one vehicle with an AOA windshield sticker. AOA windshield stickers are issued by the Airport Operations Security Coordinator after inspection of the vehicle.

1.1.2 Maintenance of Equipment

The Authority shall have no title or interest in any of the equipment provided by the Proposer. All risk of loss, theft or damage to such equipment shall be borne solely by the Proposer. The Proposer shall repair, replace or remedy non-functioning equipment, including, but not limited to, any compactor or container within four (4) hours of receipt of notice from the Authority. The Proposer's responsibility for servicing the compactor shall include:

- a. Mechanical repair service necessary to keep the trash storage and removal service functioning and operating on a 24 hours, 7 days a week basis.
- b. Electrical repair service necessary to keep compactors operational on a 24 hours, 7 days a week basis. Electrical repair service only includes that portion of the system from the wall mounted disconnect to the internal workings of the compactor.
- c. The Proposer shall be responsible for servicing the containers in a routine and preventative maintenance manner to ensure that the containers are maintained in first class condition with regards to appearance and serviceability at all times. The cost for this maintenance shall be included in the monthly container rental fee.
- d. Proposer shall be responsible for routine inspection of the compactors, dumpsters, and open top containers.

1.1.3 Penalties

- a. A penalty of 5% of the monthly billing will be assessed each time the successful Proposer does not repair, replace or remedy non-functioning equipment in four (4) hours.
- b. A penalty of 5% of the monthly billing will be assessed each time the successful Proposer does not respond to the site and empty a full container and return it to the site in four (4) hours.

1.1.4 Security Regulations and Conduct

The Proposer shall ensure that all personnel will have in their possession at all times, proper Airport identification and shall comply with all Airport Security Regulations. The Proposer shall be responsible for all expenses related to security identification. Employees shall perform their duties in a courteous and efficient manner. The Proposer shall be responsible for proper personal conduct of all contract personnel while on the premises. No use of improper language or any actions of a loud and boisterous manner will be tolerated. Likewise, no discriminatory or harassing conduct will be tolerated.

EXHIBIT B
SCHEDULE OF COMPENSATION
Pricing Form – Year One (1)

Dumpster Location	Number of Containers and Size	Monthly Rental Fee Per Unit	Total Annual Rental
Container Rental:			
Compactor #1 & #2 (East Rear Drive)	2 - 34 CY	\$ 275.00	\$ 6,600.00
Compactor #3 (West Rear Drive)	1 - 34 CY	\$ 275.00	\$ 3,300.00
Compactor #4 (West Rear Drive – Recycling)	1 - 34 CY	\$ 275.00	\$ 3,300.00
Aircraft Rescue Firefighting Facility (ARFF)	1 - 4 CY	\$ -	\$ -
Fuel Farm	1 - 4 CY	\$ -	\$ -
Between Cargo #3 and #4	3 - 8 CY	\$ -	\$ -
Between Cargo #3 and #4 – Open Top Container	1 - 30 CY	\$ -	\$ -
Airfield Maintenance Facility (former PSI)- Open Top Container	1 - 20 CY	\$ -	\$ -
Cargo Building – Runway Road – Open Top Container	1 - 30 CY	\$ -	\$ -
Warehouse – Runway Road (Suite B)	1 – 2 CY	\$ -	\$ -
Airport QTA	3 – 8CY	\$ -	\$ -
Bus Barn – Hangar Road (Recycling)	1 – 8 CY	\$ -	\$ -
Warehouse – Runway Road (Suite B) (Recycling)	1 – 4 CY	\$ -	\$ -
Bus Barn – Hangar Road - Open Top Container	1 – 30 CY	\$ -	\$ -
Baker Airport -3870 Fite Road	2 - 6 CY	\$ -	\$ -
Spain Airport - 2787 North 2 nd Street	2 - 6 CY	\$ -	\$ -
Total Annual Container Rental			\$ 13,200.00

Dumpster Location	Number of Containers and Size	Pickup Schedule	Total Annual Pickups	Pickup Fee	Total Annual Pickup Fee
Pickup Fee:					
Compactor #1	1 – 34 CY	T	52	\$ 79.00	\$ 4,108.00
Compactor #2	1 – 34 CY	H	52	\$ 79.00	\$ 4,108.00
Compactor #3	1 – 34 CY	T	52	\$ 79.00	\$ 4,108.00
Compactor #4 (Rcy)	1 – 34 CY	F (once/mo)	12	\$ 79.00	\$ 948.00
ARFF	1 - 4 CY	MF	104	\$ 7.00	\$ 728.00
Fuel Farm	1 - 4 CY	F	52	\$ 7.00	\$ 364.00
Between Cargo #3 and #4	2 - 8 CY	MTWHF	520	\$ 14.00	\$ 7280.00
Between Cargo #3 and #4 (Rcy)	1 - 8 CY	W	52	\$ 14.00	\$ 728.00
Between Cargo #3 and #4	1 - 30 CY	As Needed	104	\$ 79.00	\$ 8216.00
Airfield Maintenance Facility (former PSI)	1 - 20 CY	As Needed	104	\$ 79.00	\$ 8216.00
Cargo Building – Runway Road	1 - 30 CY	As Needed	104	\$ 79.00	\$ 8216.00
Warehouse Runway Road (Suite B)	1 – 2 CY	M	52	\$ 3.50	\$ 182.00
Airport QTA	3 – 8 CY	MWF	468	\$ 14.00	\$ 6552.00
Bus Barn Hangar Road (Rcy)	1- 8 CY	W	52	\$ 14.00	\$ 728.00
Warehouse Runway Road (Suite B) (Rcy)	1 – 4 CY	W (twice/mo)	24	\$ 7.00	\$ 168.00
Bus Barn Hangar Road	1 – 30 CY	As Needed	104	\$ 79.00	\$ 8216.00
Baker Airport - 3870 Fite Road	2 - 6 CY	H	104	\$ 10.50	\$ 1,092.00
Spain Airport - 2787 North 2 nd	2 - 6 CY	F	104	\$ 10.50	\$ 1,092.00
Total Annual Pickup Fee					\$ 65,050.00

Dumpster Type	Estimated Tons of Trash Per Year	Trash Disposal Fee Per Ton	Total Annual Pickup Fee
Trash Removal Fee:			
Front Load Containers	325	\$ -	\$ -
Roll-Offs and Compactors	1500	\$ 26.00	\$ 39,000.00
Total Annual Trash Disposal Fee			\$ 39,000.00

Cost Summary	Total Annual Cost
Total Annual Container Rental	\$ 13,200.00
Total Annual Pickup Fee	\$ 65,050.00
Total Annual Trash Disposal Fee	\$ 39,000.00
Total Annual Cost Year One (1)	\$ 117,250.00

Pricing Form – Year Two (2)

Dumpster Location	Number of Containers and Size	Monthly Rental Fee Per Unit	Total Annual Rental
Container Rental:			
Compactor #1 & #2 (East Rear Drive)	2 - 34 CY	\$ 275.00	\$ 6,600.00
Compactor #3 (West Rear Drive)	1 - 34 CY	\$ 275.00	\$ 3,300.00
Compactor #4 (West Rear Drive – Recycling)	1 - 34 CY	\$ 275.00	\$ 3,300.00
Aircraft Rescue Firefighting Facility (ARFF)	1 - 4 CY	\$ -	\$ -
Fuel Farm	1 - 4 CY	\$ -	\$ -
Between Cargo #3 and #4	3 - 8 CY	\$ -	\$ -
Between Cargo #3 and #4 – Open Top Container	1 - 30 CY	\$ -	\$ -
Airfield Maintenance Facility (former PSI)- Open Top Container	1 - 20 CY	\$ -	\$ -
Cargo Building – Runway Road – Open Top Container	1 - 30 CY	\$ -	\$ -
Warehouse – Runway Road (Suite B)	1 – 2 CY	\$ -	\$ -
Airport QTA	3 – 8CY	\$ -	\$ -
Bus Barn – Hangar Road (Recycling)	1 – 8 CY	\$ -	\$ -
Warehouse – Runway Road (Suite B) (Recycling)	1 – 4 CY	\$ -	\$ -
Bus Barn – Hangar Road - Open Top Container	1 – 30 CY	\$ -	\$ -
Baker Airport -3870 Fite Road	2 - 6 CY	\$ -	\$ -
Spain Airport - 2787 North 2 nd Street	2 - 6 CY	\$ -	\$ -
Total Annual Container Rental			\$ 13,200.00

Dumpster Location	Number of Containers and Size	Pickup Schedule	Total Annual Pickups	Pickup Fee	Total Annual Pickup Fee
Pickup Fee:					
Compactor #1	1 – 34 CY	T	52	\$ 79.00	\$ 4,108.00
Compactor #2	1 – 34 CY	H	52	\$ 79.00	\$ 4,108.00
Compactor #3	1 – 34 CY	T	52	\$ 79.00	\$ 4,108.00
Compactor #4 (Rcy)	1 – 34 CY	F (once/mo)	12	\$ 79.00	\$ 948.00
ARFF	1 - 4 CY	MF	104	\$ 7.00	\$ 728.00
Fuel Farm	1 - 4 CY	F	52	\$ 7.00	\$ 364.00
Between Cargo #3 and #4	2 - 8 CY	MTWHF	520	\$ 14.00	\$ 7280.00
Between Cargo #3 and #4 (Rcy)	1 - 8 CY	W	52	\$ 14.00	\$ 728.00
Between Cargo #3 and #4	1 - 30 CY	As Needed	104	\$ 79.00	\$ 8216.00
Airfield Maintenance Facility (former PSI)	1 - 20 CY	As Needed	104	\$ 79.00	\$ 8216.00
Cargo Building – Runway Road	1 - 30 CY	As Needed	104	\$ 79.00	\$ 8216.00
Warehouse Runway Road (Suite B)	1 – 2 CY	M	52	\$ 3.50	\$ 182.00
Airport QTA	3 – 8 CY	MWF	468	\$ 14.00	\$ 6552.00
Bus Barn Hangar Road (Rcy)	1- 8 CY	W	52	\$ 14.00	\$ 728.00
Warehouse Runway Road (Suite B) (Rcy)	1 – 4 CY	W (twice/mo)	24	\$ 7.00	\$ 168.00
Bus Barn Hangar Road	1 – 30 CY	As Needed	104	\$ 79.00	\$ 8216.00
Baker Airport - 3870 Fite Road	2 - 6 CY	H	104	\$ 10.50	\$ 1,092.00
Spain Airport - 2787 North 2 nd	2 - 6 CY	F	104	\$ 10.50	\$ 1,092.00
Total Annual Pickup Fee					\$ 65,050.00

Dumpster Type	Estimated Tons of Trash Per Year	Trash Disposal Fee Per Ton	Total Annual Pickup Fee
Trash Removal Fee:			
Front Load Containers	325	\$ -	\$ -
Roll-Offs and Compactors	1500	\$ 26.00	\$ 39,000.00
Total Annual Trash Disposal Fee			\$ 39,000.00

Cost Summary	Total Annual Cost
Total Annual Container Rental	\$ 13,200.00
Total Annual Pickup Fee	\$ 65,050.00
Total Annual Trash Disposal Fee	\$ 39,000.00
Total Annual Cost Year Two (2)	\$ 117,250.00

Pricing Form – Year Three (3)

Dumpster Location	Number of Containers and Size	Monthly Rental Fee Per Unit	Total Annual Rental
Container Rental:			
Compactor #1 & #2 (East Rear Drive)	2 - 34 CY	\$ 275.00	\$ 6,600.00
Compactor #3 (West Rear Drive)	1 - 34 CY	\$ 275.00	\$ 3,300.00
Compactor #4 (West Rear Drive – Recycling)	1 - 34 CY	\$ 275.00	\$ 3,300.00
Aircraft Rescue Firefighting Facility (ARFF)	1 - 4 CY	\$ -	\$ -
Fuel Farm	1 - 4 CY	\$ -	\$ -
Between Cargo #3 and #4	3 - 8 CY	\$ -	\$ -
Between Cargo #3 and #4 – Open Top Container	1 - 30 CY	\$ -	\$ -
Airfield Maintenance Facility (former PSI)- Open Top Container	1 - 20 CY	\$ -	\$ -
Cargo Building – Runway Road – Open Top Container	1 - 30 CY	\$ -	\$ -
Warehouse – Runway Road (Suite B)	1 – 2 CY	\$ -	\$ -
Airport QTA	3 – 8CY	\$ -	\$ -
Bus Barn – Hangar Road (Recycling)	1 – 8 CY	\$ -	\$ -
Warehouse – Runway Road (Suite B) (Recycling)	1 – 4 CY	\$ -	\$ -
Bus Barn – Hangar Road - Open Top Container	1 – 30 CY	\$ -	\$ -
Baker Airport -3870 Fite Road	2 - 6 CY	\$ -	\$ -
Spain Airport - 2787 North 2 nd Street	2 - 6 CY	\$ -	\$ -
Total Annual Container Rental			\$ 13,200.00

Dumpster Location	Number of Containers and Size	Pickup Schedule	Total Annual Pickups	Pickup Fee	Total Annual Pickup Fee
Pickup Fee:					
Compactor #1	1 – 34 CY	T	52	\$ 79.00	\$ 4,108.00
Compactor #2	1 – 34 CY	H	52	\$ 79.00	\$ 4,108.00
Compactor #3	1 – 34 CY	T	52	\$ 79.00	\$ 4,108.00
Compactor #4 (Rcy)	1 – 34 CY	F (once/mo)	12	\$ 79.00	\$ 948.00
ARFF	1 - 4 CY	MF	104	\$ 7.00	\$ 728.00
Fuel Farm	1 - 4 CY	F	52	\$ 7.00	\$ 364.00
Between Cargo #3 and #4	2 - 8 CY	MTWHF	520	\$ 14.00	\$ 7280.00
Between Cargo #3 and #4 (Rcy)	1 - 8 CY	W	52	\$ 14.00	\$ 728.00
Between Cargo #3 and #4	1 - 30 CY	As Needed	104	\$ 79.00	\$ 8216.00
Airfield Maintenance Facility (former PSI)	1 - 20 CY	As Needed	104	\$ 79.00	\$ 8216.00
Cargo Building – Runway Road	1 - 30 CY	As Needed	104	\$ 79.00	\$ 8216.00
Warehouse Runway Road (Suite B)	1 – 2 CY	M	52	\$ 3.50	\$ 182.00
Airport QTA	3 – 8 CY	MWF	468	\$ 14.00	\$ 6552.00
Bus Barn Hangar Road (Rcy)	1- 8 CY	W	52	\$ 14.00	\$ 728.00
Warehouse Runway Road (Suite B) (Rcy)	1 – 4 CY	W (twice/mo)	24	\$ 7.00	\$ 168.00
Bus Barn Hangar Road	1 – 30 CY	As Needed	104	\$ 79.00	\$ 8216.00
Baker Airport - 3870 Fite Road	2 - 6 CY	H	104	\$ 10.50	\$ 1,092.00
Spain Airport - 2787 North 2 nd	2 - 6 CY	F	104	\$ 10.50	\$ 1,092.00
Total Annual Pickup Fee					\$ 65,050.00

Dumpster Type	Estimated Tons of Trash Per Year	Trash Disposal Fee Per Ton	Total Annual Pickup Fee
Trash Removal Fee:			
Front Load Containers	325	\$ -	\$ -
Roll-Offs and Compactors	1500	\$ 26.00	\$ 39,000.00
Total Annual Trash Disposal Fee			\$ 39,000.00

Cost Summary	Total Annual Cost
Total Annual Container Rental	\$ 13,200.00
Total Annual Pickup Fee	\$ 65,050.00
Total Annual Trash Disposal Fee	\$ 39,000.00
Total Annual Cost Year Three (3)	\$ 117,250.00

Pricing Form – Year Four (4)

Dumpster Location	Number of Containers and Size	Monthly Rental Fee Per Unit	Total Annual Rental
Container Rental:			
Compactor #1 & #2 (East Rear Drive)	2 - 34 CY	\$ 275.00	\$ 6,600.00
Compactor #3 (West Rear Drive)	1 - 34 CY	\$ 275.00	\$ 3,300.00
Compactor #4 (West Rear Drive – Recycling)	1 - 34 CY	\$ 275.00	\$ 3,300.00
Aircraft Rescue Firefighting Facility (ARFF)	1 - 4 CY	\$ -	\$ -
Fuel Farm	1 - 4 CY	\$ -	\$ -
Between Cargo #3 and #4	3 - 8 CY	\$ -	\$ -
Between Cargo #3 and #4 – Open Top Container	1 - 30 CY	\$ -	\$ -
Airfield Maintenance Facility (former PSI)- Open Top Container	1 - 20 CY	\$ -	\$ -
Cargo Building – Runway Road – Open Top Container	1 - 30 CY	\$ -	\$ -
Warehouse – Runway Road (Suite B)	1 – 2 CY	\$ -	\$ -
Airport QTA	3 – 8CY	\$ -	\$ -
Bus Barn – Hangar Road (Recycling)	1 – 8 CY	\$ -	\$ -
Warehouse – Runway Road (Suite B) (Recycling)	1 – 4 CY	\$ -	\$ -
Bus Barn – Hangar Road - Open Top Container	1 – 30 CY	\$ -	\$ -
Baker Airport -3870 Fite Road	2 - 6 CY	\$ -	\$ -
Spain Airport - 2787 North 2 nd Street	2 - 6 CY	\$ -	\$ -
Total Annual Container Rental			\$ 13,200.00

Dumpster Location	Number of Containers and Size	Pickup Schedule	Total Annual Pickups	Pickup Fee	Total Annual Pickup Fee
Pickup Fee:					
Compactor #1	1 – 34 CY	T	52	\$ 79.00	\$ 4,108.00
Compactor #2	1 – 34 CY	H	52	\$ 79.00	\$ 4,108.00
Compactor #3	1 – 34 CY	T	52	\$ 79.00	\$ 4,108.00
Compactor #4 (Rcy)	1 – 34 CY	F (once/mo)	12	\$ 79.00	\$ 948.00
ARFF	1 - 4 CY	MF	104	\$ 7.00	\$ 728.00
Fuel Farm	1 - 4 CY	F	52	\$ 7.00	\$ 364.00
Between Cargo #3 and #4	2 - 8 CY	MTWHF	520	\$ 14.00	\$ 7280.00
Between Cargo #3 and #4 (Rcy)	1 - 8 CY	W	52	\$ 14.00	\$ 728.00
Between Cargo #3 and #4	1 - 30 CY	As Needed	104	\$ 79.00	\$ 8216.00
Airfield Maintenance Facility (former PSI)	1 - 20 CY	As Needed	104	\$ 79.00	\$ 8216.00
Cargo Building – Runway Road	1 - 30 CY	As Needed	104	\$ 79.00	\$ 8216.00
Warehouse Runway Road (Suite B)	1 – 2 CY	M	52	\$ 3.50	\$ 182.00
Airport QTA	3 – 8 CY	MWF	468	\$ 14.00	\$ 6552.00
Bus Barn Hangar Road (Rcy)	1- 8 CY	W	52	\$ 14.00	\$ 728.00
Warehouse Runway Road (Suite B) (Rcy)	1 – 4 CY	W (twice/mo)	24	\$ 7.00	\$ 168.00
Bus Barn Hangar Road	1 – 30 CY	As Needed	104	\$ 79.00	\$ 8216.00
Baker Airport - 3870 Fite Road	2 - 6 CY	H	104	\$ 10.50	\$ 1,092.00
Spain Airport - 2787 North 2 nd	2 - 6 CY	F	104	\$ 10.50	\$ 1,092.00
Total Annual Pickup Fee					\$ 65,050.00

Dumpster Type	Estimated Tons of Trash Per Year	Trash Disposal Fee Per Ton	Total Annual Pickup Fee
Trash Removal Fee:			
Front Load Containers	325	\$ -	\$ -
Roll-Offs and Compactors	1500	\$ 26.00	\$ 39,000.00
Total Annual Trash Disposal Fee			\$ 39,000.00

Cost Summary	Total Annual Cost
Total Annual Container Rental	\$ 13,200.00
Total Annual Pickup Fee	\$ 65,050.00
Total Annual Trash Disposal Fee	\$ 39,000.00
Total Annual Cost Year Four (4)	\$ 117,250.00

Pricing Form – Year Five(5)

Dumpster Location	Number of Containers and Size	Monthly Rental Fee Per Unit	Total Annual Rental
Container Rental:			
Compactor #1 & #2 (East Rear Drive)	2 - 34 CY	\$ 275.00	\$ 6,600.00
Compactor #3 (West Rear Drive)	1 - 34 CY	\$ 275.00	\$ 3,300.00
Compactor #4 (West Rear Drive – Recycling)	1 - 34 CY	\$ 275.00	\$ 3,300.00
Aircraft Rescue Firefighting Facility (ARFF)	1 - 4 CY	\$ -	\$ -
Fuel Farm	1 - 4 CY	\$ -	\$ -
Between Cargo #3 and #4	3 - 8 CY	\$ -	\$ -
Between Cargo #3 and #4 – Open Top Container	1 - 30 CY	\$ -	\$ -
Airfield Maintenance Facility (former PSI)- Open Top Container	1 - 20 CY	\$ -	\$ -
Cargo Building – Runway Road – Open Top Container	1 - 30 CY	\$ -	\$ -
Warehouse – Runway Road (Suite B)	1 – 2 CY	\$ -	\$ -
Airport QTA	3 – 8CY	\$ -	\$ -
Bus Barn – Hangar Road (Recycling)	1 – 8 CY	\$ -	\$ -
Warehouse – Runway Road (Suite B) (Recycling)	1 – 4 CY	\$ -	\$ -
Bus Barn – Hangar Road - Open Top Container	1 – 30 CY	\$ -	\$ -
Baker Airport -3870 Fite Road	2 - 6 CY	\$ -	\$ -
Spain Airport - 2787 North 2 nd Street	2 - 6 CY	\$ -	\$ -
Total Annual Container Rental			\$ 13,200.00

Dumpster Location	Number of Containers and Size	Pickup Schedule	Total Annual Pickups	Pickup Fee	Total Annual Pickup Fee
Pickup Fee:					
Compactor #1	1 – 34 CY	T	52	\$ 79.00	\$ 4,108.00
Compactor #2	1 – 34 CY	H	52	\$ 79.00	\$ 4,108.00
Compactor #3	1 – 34 CY	T	52	\$ 79.00	\$ 4,108.00
Compactor #4 (Rcy)	1 – 34 CY	F (once/mo)	12	\$ 79.00	\$ 948.00
ARFF	1 - 4 CY	MF	104	\$ 7.00	\$ 728.00
Fuel Farm	1 - 4 CY	F	52	\$ 7.00	\$ 364.00
Between Cargo #3 and #4	2 - 8 CY	MTWHF	520	\$ 14.00	\$ 7280.00
Between Cargo #3 and #4 (Rcy)	1 - 8 CY	W	52	\$ 14.00	\$ 728.00
Between Cargo #3 and #4	1 - 30 CY	As Needed	104	\$ 79.00	\$ 8216.00
Airfield Maintenance Facility (former PSI)	1 - 20 CY	As Needed	104	\$ 79.00	\$ 8216.00
Cargo Building – Runway Road	1 - 30 CY	As Needed	104	\$ 79.00	\$ 8216.00
Warehouse Runway Road (Suite B)	1 – 2 CY	M	52	\$ 3.50	\$ 182.00
Airport QTA	3 – 8 CY	MWF	468	\$ 14.00	\$ 6552.00
Bus Barn Hangar Road (Rcy)	1- 8 CY	W	52	\$ 14.00	\$ 728.00
Warehouse Runway Road (Suite B) (Rcy)	1 – 4 CY	W (twice/mo)	24	\$ 7.00	\$ 168.00
Bus Barn Hangar Road	1 – 30 CY	As Needed	104	\$ 79.00	\$ 8216.00
Baker Airport - 3870 Fite Road	2 - 6 CY	H	104	\$ 10.50	\$ 1,092.00
Spain Airport - 2787 North 2 nd	2 - 6 CY	F	104	\$ 10.50	\$ 1,092.00
Total Annual Pickup Fee					\$ 65,050.00

Dumpster Type	Estimated Tons of Trash Per Year	Trash Disposal Fee Per Ton	Total Annual Pickup Fee
Trash Removal Fee:			
Front Load Containers	325	\$ -	\$ -
Roll-Offs and Compactors	1500	\$ 26.00	\$ 39,000.00
Total Annual Trash Disposal Fee			\$ 39,000.00

Cost Summary	Total Annual Cost
Total Annual Container Rental	\$ 13,200.00
Total Annual Pickup Fee	\$ 65,050.00
Total Annual Trash Disposal Fee	\$ 39,000.00
Total Annual Cost Year Five (5)	\$ 117,250.00

EXHIBIT C
REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT
PROGRAM AND FOR OBLIGATED SPONSORS

Federal Laws and regulations require that recipients of federal assistance include contract provisions in certain contracts without modification. The provisions in this section apply to this Agreement. The Company shall incorporate the applicable provisions, as indicated in this section, in all of the subcontracts that it enters into for work to be performed related to this Agreement.

Certain provisions must be included in all sponsor contracts, regardless of *whether or not* the contracts are federally-funded. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

1 GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

2 TITLE VI COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

2.1 COMPLIANCE WITH REGULATIONS

The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2.2 NON-DISCRIMINATION

The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

2.3 SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the

contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

2.4 INFORMATION AND REPORTS

The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

2.6 SANCTIONS FOR NONCOMPLIANCE

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

Withholding payments to the contractor under the contract until the contractor complies; and/or

Cancelling, terminating, or suspending a contract, in whole or in part.

2.7 INCORPORATION OF PROVISIONS

The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

3 TITLE VI LIST OF PERTINENT NON-DISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- b. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- i. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

4 FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

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

5 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

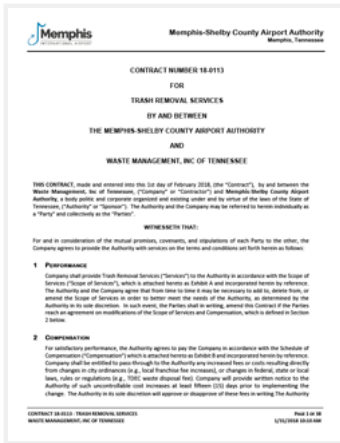
All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical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

6 CONTRACT ASSURANCE

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

7 PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments to each subcontractor within fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors. There is no retainage or other sums allowed to be withheld from progress payments or any other payments and any exceptions to this prompt pay/retainage provision must be requested in writing by the successful Respondent and approved in writing by an Authority Vice-President or higher prior to the delay or withholding of any payments under this provision.













Trash Removal Service Contract Final

Adobe Sign Document History

01/31/2018

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By:	Bill Davenport (wdavenport@flymemphis.com)
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Signed document emailed to Lisa Rikard (lrikard@wm.com), Scott Brockman (sbrockman@flymemphis.com), Bill Davenport (wdavenport@flymemphis.com), Janet Shipman (jshipman@flymemphis.com), and 1 more

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