

CONTRACT NUMBER 18-0117

FOR

JANITORIAL SERVICES

BY AND BETWEEN

THE MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY

AND

S K B FACILITIES AND MAINTENANCE, INC.

THIS CONTRACT, made and entered into this 1st day of May, 2018, (the “Contract”), by and between **S K B Facilities and Maintenance, Inc.**, (“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 Janitorial 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. 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 two (2) 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 on a month to month basis at the end of the two (2) option periods. 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 26 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 (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 25 below, and supplemented in writing as necessary throughout this process.

16 INDEMNIFICATION

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

When the Company is obligated to provide the Authority a defense hereunder, it shall do so with qualified counsel that is selected by the Company and approved by the Authority. Such approval shall not be unreasonably withheld. In light of the Authority and Company's continuing relationship, however, the potential for conflicts of interests exists if the same counsel represents both the Authority and Company when the Company accepts the Authority's tender of defense under the indemnity provision of this Agreement. Therefore, the Authority retains the right to select its own counsel from a list of qualified attorneys provided by Company or Company's insurer. The selected counsel's fees and expenses shall be paid for by Company or its insurer, and the counsel shall be different from that selected by Company to represent it in the same matter.

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 35%. 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
\$1,000,000 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:

\$10,000,000 per claim
\$10,000,000 annual aggregate

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 and 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:

\$1,000,000 per incident

\$2,000,000 policy aggregate

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

Any deductibles, self-insured retentions or self-insured programs must be declared to and approved by Authority, and shall be fully disclosed and identified within the Certificate of Insurance. At the option of Authority, Company shall reduce the deductible or self-insured retention to a maximum of \$10,000 or eliminate such deductibles or self-insured retentions applicable to claims involving Authority, its officials and employees, or the Company shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention amount.

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, 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, 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, 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 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 may audit the Company's records at any time within three (3) years of each year ended June 30. The provisions of this Section 21 shall survive the expiration or earlier termination of the Contract by a period of no less than three (3) years.

22 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.

23 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.

24 INCORPORATION OF AUTHORITY'S REQUEST FOR PROPOSALS

The Authority's Request for Proposals, 18-0007, 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.

25 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.

26 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
- e. Authority's Request for Proposals
- f. Company's Response to Request for Proposals

27 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.

28 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

Memphis-Shelby County Airport Authority
General Counsel
2491 Winchester Road, Suite 113
Memphis, TN 38116-3856

If to Company: S K B Facilities and Maintenance, Inc.
Shone Bynum
President/CEO
3571 Winchester Road
Memphis, Tennessee 38118

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.

29 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.

30 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
Scott A Brockman (Apr 6, 2018)

Title: President and CEO

S K B FACILITIES AND MAINTENANCE, INC.

By: Shone Bynum
Shone Bynum (Apr 6, 2018)

Title: President and CEO

Approved as to Content:

By: Terry Blue
Terry Blue (Apr 6, 2018)

Title: Vice President, Operations

Approved as to Form and Legality

By: Janet Shipman
Janet Shipman (Apr 6, 2018)

Title: Associate Airport Counsel

EXHIBIT A
SCOPE OF SERVICES

1 SCOPE OF SERVICES

1.1 Overview

This Solicitation is intended to provide an opportunity for Service Providers to perform janitorial services at Memphis International Airport (MEM or Airport). MEM and its partners strive to provide outstanding customer service. One component of the customer experience is clean facilities, and the Authority’s goal is to identify a partner that will help to ensure increased level of customer satisfaction through outstanding janitorial services. Proposers should be prepared to document their success in providing “Best-in-Class” janitorial services in a commercial environment, with extremely heavy public traffic. The Proposer’s Operational Plan shall be in sufficient detail to insure janitorial services proposed are “Best-in-Class”.

Proposers should factor into its Proposal that these are not normal office buildings or industrial facilities. These facilities are critical to the operation of a busy Airport. The activities conducted in these facilities support the movement of millions of people through the facilities. The specified service needs and standards are a part of the normal operation of the Airport and should be proposed as such.

MEM is in the midst of Concourse Modernization, which is making major renovations to the Concourses and their infrastructure. Concourse Modernization will impact janitorial services at Terminal B. While a plan and timeline exist for Concourse Modernization, it is subject to fluctuation. Current information regarding Concourse Modernization is available at www.flymemphis.com. Renovations have begun at Terminal A, and renovations will begin soon in Terminal B. This Contract’s Scope of Work, labor requirements, scheduling and other specifications, including contractor compensation, may be impacted. If the Scope of Work change is significant, the Authority will negotiate with the Contractor for an appropriate price adjustment using prices proposed as a basis for reasonableness of price adjustment.

1.2 Description of Included Facilities

Level	Description Facility	Square Footage	Hours of Operation	Janitorial Hours of Operation	Secure Area
Public Space					
Tunnel	Public Areas, Sidewalks, etc.	14,233	24/7	24/7	
Ground	Public areas, stairwells, restrooms, break rooms, offices,	76,539	24/7	24/7	

	elevators, sidewalks, etc.				
Concourse	Public areas, stairwells, restrooms, elevators, sidewalks, and connectors	73,488	24/7	24/7	X
Mezzanine	Mezzanine Walkways	18,666	24/7	24/7	
Public Space Total		182,296			
Office Space					
Tunnel	Steam and Refrigeration	1,655	M – F 7:00 AM – 3:30 PM	M – F 7:00 AM – 3:30 PM	
Tunnel	Maintenance offices, shop area	5,236	M – F 7:00 AM – 3:30 PM	M – F 7:00 AM – 3:30 PM	
Mezzanine	Management Offices, stairs	33,431	M – F 8:00 AM – 4:30 PM	M – F 8:00 AM – 4:30 PM	
	Police Complex	5,364	M – F 8:00 AM – 4:30 PM	M – F 8:00 AM – 4:30 PM	
	ID Offices	5,224	M – F 8:00 AM – 4:30 PM	M – F 8:00 AM – 4:30 PM	
	TSA	2,513			
	Customer Service	1,049	M – F 8:00 AM – 4:30 PM	M – F 8:00 AM – 4:30 PM	
	Ground Transportation Offices	484	M – F 8:00 AM – 4:30 PM	M – F 8:00 AM – 4:30 PM	
	Police Substation	596			
	Bus Shelters	940	24/7	24/7	
	Guard and Cashier Booths	400	24/7	24/7	

	Taxi Hold Station	1,000	24/7	24/7	
	Parking Management	5,110	M – F 8:00 AM – 5:00 PM	M – F 8:00 AM – 5:00 PM	
	Police Offices	2,760	M – F 8:00 AM – 4:30 PM	M – F 8:00 AM – 4:30 PM	
	Project Center	12,741	M – F 8:00 AM – 4:30 PM	M – F 8:00 AM – 4:30 PM	
	Airfield Maintenance Facilities	9,885	M – F 8:00 AM – 4:30 PM	M – F 8:00 AM – 4:30 PM	
	Conference Rooms	2,310	M – F 8:00 AM – 4:30 PM	M – F 8:00 AM – 4:30 PM	
Office Space Total		90,698			
Warehouse Space					
	Warehouse Space	15,336	M – F 7:00 AM – 3:30 PM	M – F 7:00 AM – 3:30 PM	X
Warehouse Space Total		15,336			
Total Estimated Square Footage		288,330			

1.3 Public Restroom Inventory

Restroom ID/Location	Type	Toilets	Urinals	Sinks	Hand towel Dispensers	Soap Dispensers
A25	Women	5	0	6	2	3
A25	Men	2	3	2	1	2
A25	Family	1	0	1	1	1
A33	Family (2)	2	0	2	2	2

A Baggage	Women	6	0	4	1	2
A Baggage	Men	3	3	3	1	2
A Checkpoint	Women	7	0	7	2	4
A Checkpoint	Men	2	3	2	1	2
B Bag Lobby East	Women	3	0	4	3	3
B Bag Lobby East	Men	4	6	6	4	4
B Bag Lobby East	Family	1	0	1	1	1
B Bag Lobby West	Women	3	0	4	3	3
B Bag Lobby West	Men	4	6	6	4	4
B Ticket Lobby East	Women	5	0	6	4	4
B Ticket Lobby East	Men	4	5	6	5	3
B Ticket Lobby East	Family	1	0	1	1	1
B Ticket Lobby West	Women	5	0	6	4	4
B Ticket Lobby West	Men	4	5	6	4	3
B Ticket Lobby West	Family	1	0	1	1	1
B Checkpoint	Family (2)	2	0	2	2	2
C8	Family (2)	2	0	2	2	2
C10	Women	13	0	7	2	4
C10	Men	4	8	7	2	4
C16	Women	5	0	6	2	3
C16	Men	4	4	6	2	3
C16	Family (2)	2	0	2	2	2
C Baggage	Women	6	0	3	1	2
C Baggage	Men	3	3	3	1	2
C Checkpoint	Women	7	0	7	2	4

GTC	Women	3	0	2	1	1
GTC	Men	2	1	2	1	1

1.4 Base Services

The goal for the janitorial services Contractor is to provide clean, safe, high quality, reliable and uninterrupted facility operations to all tenant airlines and their passengers. In order to achieve this goal, the Contractor shall:

- Respond to all trouble calls, and perform the necessary janitorial service or action effectively and efficiently;
- Establish and implement a quality control program that results in continuous improvement in the Contractor's customer service, methodologies, processes, effectiveness, and performance;
- Perform janitorial maintenance procedures at a level that meets or exceeds the defined service level required by the Authority;
- Provide all supervision, manpower, materials, tools, parts (if required), supplies (except for those provided by the Authority), and equipment necessary to perform all the services as described herein;
- Provide full janitorial maintenance to the facilities described herein, 24 hours per day, 7 days per week, and 365 days per year. All monthly, quarterly, semi-annual and annual janitorial maintenance tasks, which would interfere with the tenant operations, shall be performed between the hours of 12:00 AM and 4:30 AM (unless otherwise approved by the Authority). Successful Proposer shall submit a plan two weeks prior to beginning service, for all routine janitorial work that is performed during normal operating hours (4:30 A.M. and 11:59 P.M.) and routine deep cleaning performed during the hours of 12:00 A.M and 4:30 A.M. This plan requires initial (one-time) approval by the Authority.

1.5 Responsibilities of the Janitorial Service Contractor

1.5.1 Operations and Maintenance

The Contractor shall be responsible for janitorial operations and maintenance of the maintained facilities in their entirety in a manner consistent with the Authority's requirements as identified in this Section.

1.5.2 Response

The Contractor shall be responsible for continuous response to janitorial service requests made by the Authority's representative.

1.5.3 Materials & Equipment

The Contractor shall be responsible for the procurement of all vehicles, equipment, tools, parts and materials required to perform the services defined herein. Equipment shall be new, numbered and kept in good working condition and appearance.

1.5.4 Employees

The Contractor shall be responsible for and have sole accountability for Contractor's employees, including interviewing, hiring, training, taxes, payroll, etc.

1.5.5 Resources

The Contractor shall furnish all resources (i.e. supervision, labor, tools, equipment, materials, and supplies outside of what is provided by the Authority) necessary to fulfill all the requirements and satisfactorily perform all the services described in this Request for Proposals in a safe, orderly, timely, efficient and workmanlike manner. The Contractor shall provide any additional resources, beyond the Contractor's Proposal, to fulfill the requirements at no additional cost to the Authority.

1.5.6 Inventory

The Contractor shall be responsible for identifying and establishing a stock of critical supplies. The Contractor should review critical supplies inventory and make recommendations for changes if necessary to ensure Contract performance will not be negatively impacted.

The Authority shall own all janitorial supplies stored at the property. The Contractor shall be responsible for the management, inventory, storage, and safe-keeping of the Authority's inventory, including protection deterioration or damage resulting from exposure to the elements.

The Contractor shall manage the inventory owned by the Authority, be responsible for the janitorial supplies inventory owned by the Authority, and for procuring, storing and re-ordering Contractor furnished supplies consumed during the Contract period. The Contractor shall also present an Inventory Management Plan that shows an acceptable method of securing/purchasing supplies from suppliers at a competitive price to replace or augment the existing janitorial supply inventory. It is the Contractor's responsibility to maintain on-site a stock of critical supplies for the immediate janitorial requirements.

1.5.7 Safety Equipment

The Contractor shall provide all safety equipment/devices, personal protective equipment and clothing as required for its workers.

1.5.8 Office Equipment and Supplies

The Contractor shall be responsible for providing, at its sole expense, all materials, office equipment and supplies, furniture, fixed improvements and any other equipment it may require in the office space.

1.5.9 Signage

The Contractor shall be responsible for providing janitorial signage including, but not limited to, the following: Wet Floor; Out of Order; Not in Service. Handwritten signs are to be used only in emergencies and shall be replaced as soon as possible.

1.5.10 Time Recording System

The Contractor shall use a bio-metric time recording system or institute a program to accurately account for their and its subcontractor's employee's time and attendance. The Contractor's system shall be approved by the Authority.

1.5.11 Reports

The Contractor shall be responsible for providing daily, weekly, monthly and annual reports as required by the Authority.

1.5.12 Scheduling

The Contractor shall assume responsibility to cooperate in all respects with the tenants and the Authority and/or their representatives. Preventive maintenance and non-scheduled maintenance tasks shall be coordinated with and scheduled around the daily requirements of the affected airlines' operation so as not to affect the tenants' or Airport's operations.

EXHIBIT B
SCHEDULE OF COMPENSATION / CONFLICTS OF INTEREST

	A	B	C	D
	Total Annual Labor Cost	Annual Costs, Supplies	Annual Costs, excluding Supplies & Labor	Total Cost (sum of columns A, B and C)
Year 1	\$1,352,240.16	\$73,719.08	\$323,957.84	\$1,749,917.08
Year 2	\$1,414,351.20	\$73,719.08	\$332,196.68	\$1,820,266.96
Year 3	\$1,476,462.36	\$73,719.08	\$338,306.75	\$1,888,488.19
TOTALS	\$4,243,053.72	\$221,157.24	\$994,461.27	\$5,458,672.33

Hourly Labor Rates for Single-Occasion Work

	Janitor	Traveling Waxer/Shampooer	Window Cleaner
Year 1	\$15.93	\$16.00	\$50.00
Year 2	\$16.57	\$16.80	\$50.00
Year 3	\$17.19	\$17.50	\$50.00

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

Federal laws and regulations require that recipients of federal assistance (Sponsors) include specific contract provisions in certain contracts, requests for proposals, or invitations to bid.

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.

2.5 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:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

2.6 INCORPORATION OF PROVISIONS

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

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:

- 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);
- 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);

- 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);
- 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;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 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);
- 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);
- 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;
- 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);
- 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;
- 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);
- 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.













18-0117-JanitorialServices


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04/06/2018


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Status:	Signed
Transaction ID:	CBJCHBCAABAAIJAO-I9ijH3QoguAuUCnBbm07JhfQP9g

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-  Document created by Bill Davenport (wdavenport@flymemphis.com)
04/06/2018 - 1:16:16 PM CDT- IP address: 12.204.221.78
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04/06/2018 - 1:18:34 PM CDT
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04/06/2018 - 1:48:55 PM CDT- IP address: 12.204.221.78
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04/06/2018 - 2:06:12 PM CDT- IP address: 96.81.17.214
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Signature Date: 04/06/2018 - 2:08:27 PM CDT - Time Source: server- IP address: 96.81.17.214
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04/06/2018 - 2:08:28 PM CDT
-  Document viewed by Terry Blue (tblue@flymemphis.com)
04/06/2018 - 2:14:49 PM CDT- IP address: 12.204.221.78
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Signature Date: 04/06/2018 - 2:15:05 PM CDT - Time Source: server- IP address: 12.204.221.78

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04/06/2018 - 6:27:29 PM CDT- IP address: 12.204.221.78

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Signature Date: 04/06/2018 - 6:28:18 PM CDT - Time Source: server- IP address: 12.204.221.78

 Signed document emailed to Scott A Brockman (sbrockman@flymemphis.com), Bill Davenport (wdavenport@flymemphis.com), Shone Bynum (shone@skbfm.com), Terry Blue (tblue@flymemphis.com), and 1 more

04/06/2018 - 6:28:18 PM CDT