

# Carrier® Commercial Service HVAC Maintenance Plan

Core



Prepared For:

HILLSBOROUGH COUNTY AVIATION  
AUTHORITY

September 4, 2025

cont



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# Carrier® Commercial Service

## Proposed Maintenance Plan

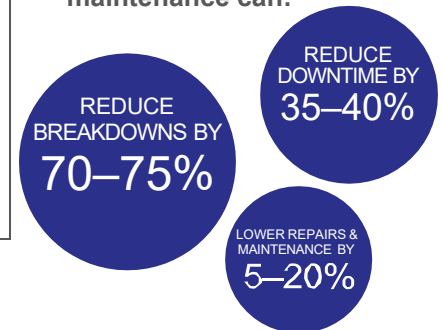
Mr. Michael Gay,

Thank you for considering Carrier for your mechanical HVAC service. As a leading expert in the industry, we have carefully considered your unique needs in putting together this proposal. The specific details of this plan will be outlined in the following pages of this packet, but here is a summary for your convenience.

<b>Service Plan Level:</b>	Carrier Core
<b>Agreement Term:</b>	October 1, 2025 through November 1, 2028
<b>Locations:</b>	Peter O. Knight Airport, Plant City Airport,  SkyCenter One, Tampa Executive Airport, and  Tampa International Airport
<b>Equipment Summary:</b>	<i>See Detailed Equipment List on Page 4.</i>

## Impact

Research has shown regular maintenance can:



Source FEMP O&M Guide – July 2004

## Benefits

Safeguarding your equipment by choosing Carrier brings the security of having forged a true partnership with the HVAC industry’s foremost servicing and technology leader. We have access to the most advanced technical service tools and engineering resources. By partnering with us we are confident you can experience many benefits such as:

- *Prolonged equipment life*
- *Maximum energy savings*
- *Increased comfort*
- *Lower operating costs*

If you require any additional information about the scope of work and details contained in this proposal, please do not hesitate to contact me. Again, Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Juan C. Cantarero





## Your Carrier® Team

We are pleased to provide you with a first-class team dedicated to meeting your scheduled and unscheduled service needs. Here is an introduction to the Carrier® team that will be serving you.

Name	Title	Email
Juan C. Cantarero	Service Manager	<a href="mailto:juan.c.cantarero@carrier.com">juan.c.cantarero@carrier.com</a>

## Our Commitment to You

Carrier Commercial Service commits to providing you the best service in the industry. Here are just a few of the ways we strive to earn the title of expert.

**24/7 Support** – We know your equipment has no predictable timetable. That is why we have teams of experts standing by to assist you at any hour of the day or night.

**Certified Technicians** – Our technicians are certified as Carrier Specialists or Masters – through our progressive Tech360 Certification Program – and thoroughly tested to our exacting standards.

**Systems Expertise** – At Carrier, we don't just change filters – we provide a complete spectrum of services to meet your diverse HVAC needs. Scheduled maintenance, emergency repairs, remote diagnostics and analytics, equipment replacement and modernization are just a few of the services we can provide. As the servicing entity of Carrier, we have access to the latest engineering advancements and the most advanced technical servicing tools.

**Standard Work Procedures** – Our Achieving Competitive Excellence (ACE) operating system brings you standardized solutions, no guesswork, and no variables. We focus on quality, efficiency and consistency at your jobsite and in all our day-to-day business practices

**Environmental Health and Safety (EH&S)** – We support a multi-faceted EH&S management system which ensures a focused approach to safety every day. On all levels, we adhere to the most stringent safety standards, which translates to safety on your job site.



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## Equipment Summary

The following equipment is covered in the Carrier Core HVAC maintenance plan.

DESCRIPTION	MFR.	MODEL	SERIAL NUMBER	LOCATION
AHU - Central Station; 0-2hp	Other	Chilled Water AHU	AHU-1	
AHU - Central Station; 0-2hp	Other	Chilled Water AHU	AHU-7	
AHU - Central Station; 0-2hp	Other	Chilled Water AHU	AHU-5	
AHU - Central Station; 0-2hp	Other	Chilled Water AHU	AHU-8	
AHU - Central Station; 0-2hp	Other	Chilled Water AHU	AHU-2	
AHU - Central Station; 0-2hp	Other	Chilled Water AHU	AHU-3	
AHU - Central Station; 0-2hp	Other	Chilled Water AHU	AHU-6	
AHU - Central Station; 0-2hp	Other	Chilled Water AHU	AHU-4	
AHU - Central Station; 0-2hp	Other	Chilled Water AHU	AHU-9	
Pump; >50hp	Other	4900-8-5-9.50H	CHWP-1	
Pump; >50hp	Other	4900-8-5-9.50H	CHWP-2	
Pump; >50hp	Other	4900-12-10-14.76	CWP-1	
Pump; >50hp	Other	4900-12-10-14.76	CWP-2	
Fan Coil Unit	Other	Fan Coil Unit	FCU_Various	
Split System; 0-10 tons	Other	MUZ-GE18NA/MSZ-GE18NA	MitsuSplit1	
Split System; 0-10 tons	Other	MUZ-GE18NA/MSZ-GE18NA	MitsuSplit2	
Split System; 0-10 tons	Other	MUZ-GE18NA/MSZ-GE18NA	MitsuSplit3	
Split System; 0-10 tons	Other	MUZ-GE18NA/MSZ-GE18NA	MitsuSplit4	
Split System; 0-10 tons	Other	MUZ-GE18NA/MSZ-GE18NA	MitsuSplit5	
Split System; 0-10 tons	Other	MUZ-GE18NA/MSZ-GE18NA	MitsuSplit6	
Split System; 0-10 tons	Other	MUZ-GE18NA/MSZ-GE18NA	MitsuSplit1-1	
Energy Recovery Unit	Other	CAH053GDHM	ERV1	
Energy Recovery Unit	Other	CAH053GDHM	ERV2	
Fan; >10 hp	Other	CUE-180-VG	EF-1	
Fan; >10 hp	Other	CUE-180-VG	EF-2	
Fan; >10 hp	Other	SQ-90-VG	EF-D1	
Fan; >10 hp	Other	QEID-22-75-A109	ESF-1	



Fan; >10 hp	Other	SQ-120-VG	EF-2-1	
Fan; >10 hp	Other	SQ-95-VG	EF-D2	
Fan; >10 hp	Other	R52-46-413-C50	ESF-2	
Fan; >10 hp	Other	5Q-160-VG	REF-1	
Cooling Tower; Closed, 300-600 tons	Other	USS212-2040	CT-1	
Cooling Tower; Closed, 300-600 tons	Other	USS212-2040	CT-2	



## General Services Included

### Operating Inspection

An Operating Inspection shall include specific tasks and recommended frequencies for each equipment type. Each inspection will be used to ensure a consistent and thorough review of the covered equipment. Parts, oil, lubricants and materials (refrigerant is a separate item herein) are included as required items to perform the Operating Inspection tasks/actions as indicated in the Service Agreement.

### Annual Preventive Maintenance (PM)

Annual Preventive Maintenance is defined as pre-scheduled recurring preventive maintenance actions, which is to be performed once a year or as recommended by the equipment manufacturer. This annual maintenance is designed to maintain the machine at factory standards and prepare the equipment for effective, reliable and efficient operation. Items such as gaskets, filters, o-rings, oil, lubricants and materials (refrigerant is a separate item herein) are included on an as required basis to perform the Annual Preventive Maintenance tasks/actions indicated in the Service Agreement.

### Coil Cleaning

If applicable, the coils indicated on the Service Agreement herein are to be cleaned at the interval(s) indicated. Coil cleaning consists of cleaning the air-side surface of the coil to remove any airborne particles and dirt build-up using either brush cleaning, high-pressure air, chemicals with low-pressure wash or high-pressure chemical spray at Carrier's discretion based on coil accessibility or if specified under separate cover.

### Filter Changes

If applicable, filters will be cleaned and/or replaced (as necessary) at the intervals indicated on the Service Agreement for each applicable piece of equipment. In the event the filter material or cleaning requires different frequencies than indicated, recommendations will be made to the Authority. Authority's approval is required to accept additional expenses per the recommendation.



# Detailed Description of Work

In this section, detailed action items for each piece of equipment are presented. All work is done according to manufacturers' recommendations and with the utmost attention to detail.

## Chilled Water AHU

Quantity	1
S/N	AHU-1
Location	
Description	AHU - Central Station; 0-2hp

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Annual PM	1
(Bag, Disposable Pleated, HEPA) Filter Change	2
Change Fan Belt(s) each (need qty)	1
Coil Clean <5,000 L/s or 10,000 cfm	1



# Detailed Description of Work

## Chilled Water AHU

Quantity	1
S/N	AHU-7
Location	
Description	AHU - Central Station; 0-2hp

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Annual PM	1
(Bag, Disposable Pleated, HEPA) Filter Change	2
Change Fan Belt(s) each (need qty)	1
Coil Clean <5,000 L/s or 10,000 cfm	1



# Detailed Description of Work

## Chilled Water AHU

Quantity	1
S/N	AHU-5
Location	
Description	AHU - Central Station; 0-2hp

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Annual PM	1
(Bag, Disposable Pleated, HEPA) Filter Change	2
Change Fan Belt(s) each (need qty)	1
Coil Clean <5,000 L/s or 10,000 cfm	1



# Detailed Description of Work

## Chilled Water AHU

Quantity	1
S/N	AHU-8
Location	
Description	AHU - Central Station; 0-2hp

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Annual PM	1
(Bag, Disposable Pleated, HEPA) Filter Change	2
Change Fan Belt(s) each (need qty)	1
Coil Clean <5,000 L/s or 10,000 cfm	1



# Detailed Description of Work

## Chilled Water AHU

Quantity	1
S/N	AHU-2
Location	
Description	AHU - Central Station; 0-2hp

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Annual PM	1
(Bag, Disposable Pleated, HEPA) Filter Change	2
Change Fan Belt(s) each (need qty)	1
Coil Clean <5,000 L/s or 10,000 cfm	1



# Detailed Description of Work

## Chilled Water AHU

Quantity	1
S/N	AHU-3
Location	
Description	AHU - Central Station; 0-2hp

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Annual PM	1
(Bag, Disposable Pleated, HEPA) Filter Change	2
Change Fan Belt(s) each (need qty)	1
Coil Clean <5,000 L/s or 10,000 cfm	1



# Detailed Description of Work

## Chilled Water AHU

Quantity	1
S/N	AHU-6
Location	
Description	AHU - Central Station; 0-2hp

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Annual PM	1
(Bag, Disposable Pleated, HEPA) Filter Change	2
Change Fan Belt(s) each (need qty)	1
Coil Clean <5,000 L/s or 10,000 cfm	1



# Detailed Description of Work

## Chilled Water AHU

Quantity	1
S/N	AHU-4
Location	
Description	AHU - Central Station; 0-2hp

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Annual PM	1
(Bag, Disposable Pleated, HEPA) Filter Change	2
Change Fan Belt(s) each (need qty)	1
Coil Clean <5,000 L/s or 10,000 cfm	1



# Detailed Description of Work

## Chilled Water AHU

Quantity	1
S/N	AHU-9
Location	
Description	AHU - Central Station; 0-2hp

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Annual PM	1
(Bag, Disposable Pleated, HEPA) Filter Change	2
Change Fan Belt(s) each (need qty)	1
Coil Clean <5,000 L/s or 10,000 cfm	1



# Detailed Description of Work

4900-8-5-9.50H

Quantity	1
S/N	CHWP-1
Location	
Description	Pump; >50hp

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Annual PM	1



# Detailed Description of Work

4900-8-5-9.50H

Quantity	1
S/N	CHWP-2
Location	
Description	Pump; >50hp

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Annual PM	1



# Detailed Description of Work

4900-12-10-14.76

Quantity	1
S/N	CWP-1
Location	
Description	Pump; >50hp

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Annual PM	1



# Detailed Description of Work

4900-12-10-14.76

Quantity	1
S/N	CWP-2
Location	
Description	Pump; >50hp

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Annual PM	1



# Detailed Description of Work

## Fan Coil Unit

Quantity	28
S/N	FCU_Various
Location	
Description	Fan Coil Unit

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Change filters	2
Clean Coil	1



# Detailed Description of Work

## MUZ-GE18NA/MSZ-GE18NA

Quantity	1
S/N	MitsuSplit1
Location	
Description	Split System; 0-10 tons

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Flush condensate traps, drains and tundish to ensure flow	1
Wash Condenser coil	1



# Detailed Description of Work

## MUZ-GE18NA/MSZ-GE18NA

Quantity	1
S/N	MitsuSplit2
Location	
Description	Split System; 0-10 tons

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Flush condensate traps, drains and tundish to ensure flow	1
Wash Condenser coil	1



# Detailed Description of Work

## MUZ-GE18NA/MSZ-GE18NA

Quantity	1
S/N	MitsuSplit3
Location	
Description	Split System; 0-10 tons

	Frequency of services <u>Yr1</u>
Flush condensate traps, drains and tundish to ensure flow	1
Wash Condenser coil	1



# Detailed Description of Work

## MUZ-GE18NA/MSZ-GE18NA

Quantity	1
S/N	MitsuSplit4
Location	
Description	Split System; 0-10 tons

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Flush condensate traps, drains and tundish to ensure flow	1



# Detailed Description of Work

## MUZ-GE18NA/MSZ-GE18NA

Quantity	1
S/N	MitsuSplit5
Location	
Description	Split System; 0-10 tons

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Flush condensate traps, drains and tundish to ensure flow	1



# Detailed Description of Work

## MUZ-GE18NA/MSZ-GE18NA

Quantity	1
S/N	MitsuSplit6
Location	
Description	Split System; 0-10 tons

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Flush condensate traps, drains and tundish to ensure flow	1
Wash Condenser coil	1



# Detailed Description of Work

## MUZ-GE18NA/MSZ-GE18NA

Quantity	1
S/N	MitsuSplit1-1
Location	
Description	Split System; 0-10 tons

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Flush condensate traps, drains and tundish to ensure flow	1
Wash Condenser coil	1



# Detailed Description of Work

## CAH053GDHM

Quantity	1
S/N	ERV1
Location	
Description	Energy Recovery Unit

	Frequency of services
	<u>Yr1</u>
Operating Inspection	4



# Detailed Description of Work

## CAH053GDHM

Quantity	1
S/N	ERV2
Location	
Description	Energy Recovery Unit

	Frequency of services
	<u>Yr1</u>
Operating Inspection	4



# Detailed Description of Work

## CUE-180-VG

Quantity	1
S/N	EF-1
Location	
Description	Fan; >10 hp

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Change Fan Belt(s) each	1
CHECK AND RECORD AIR FLOWS	1



# Detailed Description of Work

## CUE-180-VG

Quantity	1
S/N	EF-2
Location	
Description	Fan; >10 hp

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Change Fan Belt(s) each	1
CHECK AND RECORD AIR FLOWS	1



# Detailed Description of Work

## SQ-90-VG

Quantity	1
S/N	EF-D1
Location	
Description	Fan; >10 hp

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Change Fan Belt(s) each	1
CHECK AND RECORD AIR FLOWS	1



# Detailed Description of Work

QEID-22-75-A109

Quantity	1
S/N	ESF-1
Location	
Description	Fan; >10 hp

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Change Fan Belt(s) each	1
CHECK AND RECORD AIR FLOWS	1



# Detailed Description of Work

## SQ-120-VG

Quantity	1
S/N	EF-2-1
Location	
Description	Fan; >10 hp

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Change Fan Belt(s) each	1
CHECK AND RECORD AIR FLOWS	1



# Detailed Description of Work

## SQ-95-VG

Quantity	1
S/N	EF-D2
Location	
Description	Fan; >10 hp

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Change Fan Belt(s) each	1
CHECK AND RECORD AIR FLOWS	1



# Detailed Description of Work

R52-46-413-C50

Quantity	1
S/N	ESF-2
Location	
Description	Fan; >10 hp

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Change Fan Belt(s) each	1
CHECK AND RECORD AIR FLOWS	1



# Detailed Description of Work

## 5Q-160-VG

Quantity	1
S/N	REF-1
Location	
Description	Fan; >10 hp

	Frequency of services <u>Yr1</u>
Operating Inspection	4
Change Fan Belt(s) each	1
CHECK AND RECORD AIR FLOWS	1



# Detailed Description of Work

## USS212-2040

Quantity	2
S/N	CT-1 & CT-2
Location	
Description	Cooling Tower; Closed, 300-600 tons

	Frequency of services
	<u>Yr1</u>
Operating Inspection	4
Tower Cleaning 300-600T	1
Perform Annual oil testing of gearbox fluids and provide testing results (tasks/repairs bases on oil findings will be quoted to Authority)	



# Carrier® Service Agreement

Mr. Michael Gay  
HILLSBOROUGH COUNTY  
4100 George J Bean Pkwy  
Tampa, FL 33607-1402

Quote #: 01601925  
Submitted By: Juan C. Cantarero  
Date: 09/04/2025

## Service Plan

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**Carrier Core** as defined in General Services section.

## Agreement Term

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This Agreement shall become effective on **September 4, 2025**. **The Term of this Agreement begins on October 1, 2025 and continues through November 1, 2028 and may be extended by mutual agreement of Carrier and the Hillsborough County Aviation Authority (Authority) for three, additional one-year renewal options.** Either party may terminate this Agreement as outlined in the Terms and Conditions.

Agreement per terms under **Sourcewell Contract # 080824-CAR.**

## Agreement Price

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Agreement price per quarter: **\$7,121.25**

Agreement price: **\$28,485.00**

Total agreement price: **\$28,485.00**

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc.



## Acceptance and Approval

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This Agreement will become binding upon signature by Authority and signature by a Carrier representative. The undersigned acknowledges and agrees by its signature that the Scope of Service, and any amendment or addenda prepared by Carrier with respect thereto, constitutes the entire Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

ATTEST: \_\_\_\_\_  
Jane Castor, Secretary

BY: \_\_\_\_\_  
Arthur F. Diehl III, Chairman

Address: PO BOX 22287  
Tampa, FL 33622

Address: PO BOX 22287  
Tampa, FL 33622

**LEGAL FORM APPROVED**

WITNESS: \_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
David Scott Knight, Assistant General Counsel

\_\_\_\_\_  
Printed Name

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online authorization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Arthur F. Diehl III, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Stamp or Seal of Notary

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary

\_\_\_\_\_  
Personally Known OR Produced Identification  
Type of Identification Produced

**CARRIER GLOBAL CORPORATION**

Signed in the Presence of:

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City/State/Zip

**CARRIER GLOBAL CORPORATION**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as  
(Name of person)

\_\_\_\_\_, for \_\_\_\_\_.  
(type of authority) (name of party on behalf of whom contract was executed)

Stamp or Seal of Notary

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary

\_\_\_\_\_  
Personally Known OR Produced Identification  
Type of Identification Produced



**CARRIER CORPORATION  
TERMS AND CONDITIONS OF SALE EQUIPMENT  
AND/OR SERVICE**

- 1. PAYMENT AND TAXES** - Payment shall be made net 30 days from date of invoice. In addition to the price, Authority shall pay Carrier any taxes or government charges arising from this Agreement. If Authority claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Authority shall provide Carrier with acceptable tax exemption certificates or other applicable documents.
- 2. EXTRAS** - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Authority's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.
- 3. RETURNS** - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
- 4. SHIPMENT** - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.
- 5. PARTIAL SHIPMENT** - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Authority for such partial shipment.
- 6. WARRANTY** - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Authority any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike

manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Authority's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**7. WORKING HOURS** - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

**8. AUTHORITY RESPONSIBILITIES (Service Contracts only)** - Authority shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Authority's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability. Operate the equipment properly and in



accordance with instructions.

- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present.
- The Authority will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981.
- Should this document state that no asbestos is present, the Authority will also provide in writing the method used to determine the absence of asbestos.

**9. EXCLUSIONS** - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Authority's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

**10. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only)** - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Authority in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Authority does not elect to have such services properly performed in a timely fashion, Carrier shall

not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

**11. REVERSE ENGINEERING** - Authority shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Authority from Carrier.

**12. AUTHORITY TERMINATION FOR CARRIER NON-PERFORMANCE** - Authority shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access with Authority escort to enter Authority locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property.

**13. CARRIER TERMINATION** - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the Term of this Agreement by others without prior agreement between Authority and Carrier.

**14. HAZARDOUS MATERIALS** - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly.

**15. WASTE DISPOSAL** - Authority is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the Term of this Agreement.



**16. SUPERSEDURE, ASSIGNMENT and MODIFICATION** – This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Authority may assign this Agreement only with Carrier’s prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER’S ACCEPTANCE OF AUTHORITY’S ORDER IS CONDITIONED UPON AUTHORITY’S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS “AGREEMENT”) AND AUTHORITY’S AGREEMENT TO BE BOUND BY AND COMPLY WITH AUTHORITY, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER.

**17. FOR WORK BEING PERFORMED IN CALIFORNIA** - Contractors are required by law to be licensed and regulated by the Contractors’ State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors’ State License Board, P.O. Box 26000, Sacramento, California 95826.

**18. INTELLECTUAL PROPERTY** – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier’s intellectual property is granted except as necessary for Authority to use any deliverables and/or services provided hereunder.

**19. DATA PRIVACY** – Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: <https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice>. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, and take all reasonable commercial and legal steps to protect personal data. If Authority provides Carrier with personal data, Authority will ensure that it has the legal right to do so,

including, notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a “Service Provider” under the CCPA, and will not sell or exchange such personal data for anything of value.

**20. FACTORY ACCEPTANCE TESTS AND INSPECTIONS** – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Authority’s policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

**21. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS** - Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement.

**22. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only)** - Carrier and Authority agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act (“OSHA”) relating in any way to the performance of work under this Agreement, the project or the job site.

**23. INSURANCE** - Carrier must maintain the following limits and coverages uninterrupted or amended through the Term of this Agreement. In the event Carrier becomes in default of the following requirements, the Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers’ Compensation/Employer’s Liability and Professional Liability will provide that the Authority, members of the Authority’s governing body, and the Authority’s officers, volunteers, agents, and employees are included as additional insureds.

**A. Required Coverage - Minimum Limits**

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the Services performed pursuant to this Agreement will be the amounts

specified herein. To the extent it is used to meet the



minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer’s Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to this Agreement.

**B. Commercial General Liability Insurance**

The minimum limits of insurance covering the Services performed pursuant to this Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of or in connection with ongoing operations performed by, or on behalf of, Carrier under this Agreement or the use or occupancy of Authority premises by, or on behalf of, Carrier in connection with this Agreement. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 30 37 10 01.

	Agreement Specific
General Aggregate	\$2,000,000
Each Occurrence	\$2,000,000
Personal and Advertising Injury	
Each Occurrence	\$2,000,000
Products and Completed Operations	
Aggregate	\$2,000,000

**Workers’ Compensation and Employer’s Liability Insurance**

The minimum limits of insurance are:

Part One:	“Statutory”
Part Two:	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

**Business Automobile Liability Insurance**

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance covering the work performed pursuant to this Agreement are:

Each Occurrence –	
Bodily Injury and Property	
Damage Combined	\$1,000,000

**C. Waiver of Subrogation**

Carrier, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by this Agreement, waives all rights against the Authority, members of Authority’s governing body and the Authority’s officers, volunteers, agents, and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Carrier.

**D. Incident Notification**

Carrier will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury, property damage, data breach, security breach, ransomware (data theft), or an extortion threat occurring on Authority-owned property, tenant-owned property or third-party property.

**E. Authority Claims, Issues, or Complaints**

All Authority claims, issues, or complaints regarding bodily injury, property damage, data breach, security breach, ransomware (data theft), or an extortion threat related to Carrier will be promptly handled, addressed and resolved by Carrier.

Carrier will track all Authority claims, issues, and complaints and their status on a Claims Log available for review, as needed, by Authority Enterprise Risk Management. The Claims Log should include a detailed report of the incident along with the response and/or resolution. Authority Enterprise Risk Management has the option to monitor all incidents, claims, issues or complaints where the Authority could be held liable for injury or damages.

**F. Conditions of Acceptance**

The insurance maintained by Carrier must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Authority website at [www.TampaAirport.com](http://www.TampaAirport.com) > Business & Community > Business Opportunities > Supplier Resources > Insurance for Suppliers .

**24. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS -**

During the performance of this Agreement, Carrier, for itself, its assignees and successors in interest, agrees as follows:

1. Compliance with Regulations. Carrier will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are incorporated herein by reference and made a part of this Agreement.
2. Nondiscrimination. Carrier, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or



disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Carrier 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. During the performance of this Agreement, Carrier, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination

statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Carrier must take reasonable steps to ensure that LEP persons have meaningful access to Carrier’s programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits Carrier from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

3. Solicitation for Subcontracts, including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Carrier for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Carrier of Carrier’s obligations under this Agreement and the Nondiscrimination Acts and Authorities relative to race, color or national origin.

4. Information and Reports. Carrier will provide all information and reports required by the Nondiscrimination Acts and Authorities, 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 Authority or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Carrier is in the exclusive possession of another who fails or refuses to furnish this information, Carrier will so certify to the Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of Carrier’s non-compliance with the non-discrimination provisions of this Agreement, the Authority will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, (a) withholding of payments to Carrier under this Agreement until Carrier complies, and/or (b) canceling, terminating or suspending this Agreement, in whole or in part.



6. Incorporation of Provisions. Carrier will include the provisions of Paragraphs 1 through 5 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, the Regulations, and/or directives issued pursuant thereto. Carrier will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, that if Carrier becomes involved in or is threatened with litigation with a subcontractor or supplier because of such direction, Carrier may request Authority to enter into such litigation to protect the interests of Authority. In addition, Carrier may request the United States to enter into such litigation to protect the interests of the United States.

7. Carrier assures that, in the performance of its obligations under this Agreement, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Carrier, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Carrier, if required by such requirements, will provide assurances to Authority that Carrier will undertake an affirmative action program and will require the same of its subconsultants.

## **25. INDEMNIFICATION**

**A.** To the maximum extent permitted by Florida law, in addition to Carrier's obligation to provide pay for and maintain insurance as set forth elsewhere in this Agreement, Carrier will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and dispute resolution costs) caused in whole or in part by the:

1. presence on, use or occupancy of Authority property;
2. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. any breach of the terms of this Agreement;
4. performance, non-performance or purported performance of this Agreement;
5. violation of any law, regulation, rule, order, decree, ordinance, Federal Directive or Federal Circular;
6. infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other

substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant by Carrier or Carrier's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Carrier, whether the liability, suit, claim, procedure, lien, expense, loss, cost, royalty, fine or damages is caused in part by an indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, or volunteers.

**B.** In addition to the duty to indemnify and hold harmless, Carrier will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief expenses, liens, expenses, losses, costs, royalties, fines, attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from the:

1. presence on, use or occupancy of Authority property;
2. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. any breach of the terms of this Agreement;
4. performance, non-performance or purported performance of this Agreement;
5. violation of any law, regulation, rule, order, decree, ordinance, Federal Directive, Federal Circular or ordinance;
6. infringement of any patent, copyright, trademark, trade dress or trade secret rights;
7. contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant by Carrier or Carrier's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Carrier regardless of whether it is caused in part by Carrier, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Carrier by a party entitled to a defense hereunder. This duty to defend obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, or volunteers.

**C.** If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Carrier agrees to the following: To the maximum extent



permitted by Florida law, Carrier will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Carrier and persons employed or utilized by Carrier in the performance of this Agreement.

**D.** If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Agreement, (ii) coverage amount of Commercial General Liability Insurance required under this Agreement, or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

**E.** Carrier's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against Carrier, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.

**F.** In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, Carrier shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Carrier and persons employed or utilized by Carrier in the performance of this Agreement. This indemnification in this paragraph shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

**G.** Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.

**H.** Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the

defense of any suit, without relieving Carrier of any of its obligations under this Article.

**I.** If the above Articles or any part of them are deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

## **26. ACCOUNTING RECORDS/AUDIT REQUIREMENTS**

### **A. Books and Records**

In connection with payments to Carrier under this Agreement, it is agreed Carrier will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). Carrier will maintain such books and records for five years after the end of the Term of this Agreement. Records include, but are not limited to, books, documents, papers, records, research, and Work Orders related to this Agreement. Carrier will not destroy any records related to this Agreement without the express written permission of the Authority.

### **B. Authority Right to Perform Audits, Inspections, or Attestation Engagements**

At any time or times during the Term of this Agreement or within five years after the end of this Agreement, the Authority, FAA, Federal Highway Administration, FDOT, FEMA, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, Transportation Security Administration, and the Comptroller General of the United States, or any duly authorized representative of each (Auditors), have the right to initiate and perform audits, inspections or attestation engagements over Carrier's records for the purpose of determining payment eligibility under this Agreement or over selected operations performed by Carrier under this Agreement for the purpose of determining compliance with this Agreement.

Access will be granted to all of Carrier's records directly pertinent to this Agreement or any work order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors directly pertinent to this Agreement or any work order. If the records are kept at locations other than the Airport, Carrier will arrange for said records to be brought to a location convenient to Auditors or will provide records electronically in a computer-readable format acceptable to the Auditors at no additional cost to conduct the engagement as set forth in this Article.

Carrier agrees to deliver or provide access to all records directly pertinent to this Agreement requested by Auditors within fourteen (14) calendar days of the request at the initiation of the engagement



and to deliver or provide access to all other records directly pertinent to this Agreement requested during the engagement within seven (7) calendar days of each request. Carrier will be in material breach of this Agreement if Carrier fails to provide requested records in accordance with this Article and Carrier will be responsible for the cost of the audit as determined by the Authority.

Auditors have the right during the engagement to interview Carrier's employees, subconsultants, and subcontractors, and to retain copies of any and all records directly pertinent to this Agreement as needed to support auditor workpapers.

If as a result of any engagement it is determined that Carrier has overcharged Authority, Carrier will re-pay Authority for such overcharge and Authority may assess interest of up to twelve percent (12%) per year on the overcharge from the date the overcharge occurred.

Approvals granted outside of the internal audit function for any Services included or not included in this Agreement do not act as a waiver or limitation of the Auditor's right to perform engagements.

Carrier will notify the Authority no later than seven (7) days after receiving knowledge that it is subject to any other audit, inspection or attestation engagement related to this Agreement and provide Authority a copy of any audit documents or reports so received.

Carrier agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. Carrier will include a provision providing Auditors the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Agreement.

**27. COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW IF CARRIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CARRIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, [ADMCENTRALRECORDS@TAMPAAIRPORT.COM](mailto:ADMCENTRALRECORDS@TAMPAAIRPORT.COM), HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.**

Carrier agrees in accordance with Florida Statute Section

119.0701 to comply with public records laws including the following:

- A. Keep and maintain public records required by the Authority in order to perform the Services contemplated by this Agreement.
- B. Upon request from the Authority custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by applicable law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of the Term of this Agreement and following completion of the Term of this Agreement.
- D. Upon completion of the Term of this Agreement, keep and maintain public records required by the Authority to perform the Services. Carrier shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority custodian of public records, in a format that is compatible with the information technology systems of the Authority.

The Authority maintains its records in electronic form in accordance with the State of Florida records retention schedules. As a result, the paper original version of this document (to the extent it exists) will be scanned and stored electronically as the authoritative record copy as part of the Authority's record management process. Once that occurs, the paper original version of this document will be destroyed.

**28. ANTI-HUMAN TRAFFICKING LAWS** - Carrier is required to complete Exhibit B, Affidavit of Compliance with Anti-Human Trafficking Laws, at the time this Agreement is executed and to complete a new Exhibit B for each renewal option period, if any.

This Agreement will be terminated in accordance with Florida Statute Section 787.06 (13) if it is found that Carrier submitted a false Affidavit of Compliance with Anti-Human Trafficking Laws as provided in Florida Statute Section 787.06 (13).

**29. STATE CONTRACTOR LICENSE NUMBERS** – A list of Carrier's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: <https://www.carrier.com/commercial/en/us/service/contractor-licenses>.