

Hillsborough County Aviation Authority

CONTRACT

FOR

GREASE DRAINAGE SYSTEM PREVENTATIVE MAINTENANCE

COMPANY: Property Maintenance Unlimited, Inc. DBA GreaseCorp

Term Date: February 1, 2018 through January 31, 2023

Board Date: February 1, 2018

## TABLE OF CONTENTS

### ARTICLE

ARTICLE 1	CONTRACT
ARTICLE 2	SCOPE OF WORK
ARTICLE 3	TERM
ARTICLE 4	FEES AND PAYMENTS
ARTICLE 5	TAXES
ARTICLE 6	OWNERSHIP OF DOCUMENTS
ARTICLE 7	QUALITY ASSURANCE
ARTICLE 8	NON-EXCLUSIVE
ARTICLE 9	DEFAULT AND TERMINATION
ARTICLE 10	CANCELLATION
ARTICLE 11	INDEMNIFICATION
ARTICLE 12	ACCOUNTING RECORDS AND AUDIT REQUIREMENTS
ARTICLE 13	INSURANCE
ARTICLE 14	NON-DISCRIMINATION
ARTICLE 15	WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE
ARTICLE 16	AUTHORITY APPROVALS
ARTICLE 17	DATA SECURITY
ARTICLE 18	DISPUTE RESOLUTION
ARTICLE 19	NON-EXCLUSIVE RIGHTS
ARTICLE 20	WAIVER OF CLAIMS
ARTICLE 21	COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES
ARTICLE 22	COMPLIANCE WITH PUBLIC RECORDS LAW
ARTICLE 23	CONTRACT MADE IN FLORIDA
ARTICLE 24	NOTICES AND COMMUNICATIONS
ARTICLE 25	RIGHT TO DEVELOP AIRPORT
ARTICLE 26	RIGHT OF FLIGHT
ARTICLE 27	SUBORDINATION OF AGREEMENT
ARTICLE 28	SUBORDINATION TO TRUST AGREEMENT
ARTICLE 29	ASSIGNMENT AND SUBCONTRACTING/SUBLEASING
ARTICLE 30	SECURITY BADGING
ARTICLE 31	VENUE
ARTICLE 32	RELATIONSHIP OF THE PARTIES
ARTICLE 33	RIGHT TO AMEND
ARTICLE 34	TIME IS OF THE ESSENCE
ARTICLE 35	COMPANY TENANCY
ARTICLE 36	AMERICANS WITH DISABILITIES ACT
ARTICLE 37	FAA APPROVAL
ARTICLE 38	AGENT FOR SERVICE OF PROCESS
ARTICLE 39	INVALIDITY OF CLAUSES
ARTICLE 40	SEVERABILITY
ARTICLE 41	HEADINGS

ARTICLE 42	COMPLETE CONTRACT
ARTICLE 43	MISCELLANEOUS
ARTICLE 44	ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT
ARTICLE 45	ORDER OF PRECEDENCE
EXHIBIT A	SCOPE OF WORK
EXHIBIT B	PRICING SCHEDULE
EXHIBIT C	GREASE TRAP AND INTERCEPTOR LOCATIONS
EXHIBIT D	CITY OF TAMPA GREASE ORDINANCE
EXHIBIT E	SAMPLE WORK ORDER

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
Grease Drainage System Preventative Maintenance Contract

This Contract for Grease Drainage System Preventative Maintenance (hereinafter referred to as Contract) is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (hereinafter referred to as Authority), and Property Maintenance Unlimited, Inc. DBA Grease Corp, a Florida corporation, authorized to do business in the State of Florida, (hereinafter referred to as Company), (collectively hereinafter referred to as the Parties).

For and in consideration of the mutual covenants hereof, the Parties do hereby agree as follows:

ARTICLE 1  
CONTRACT

1.01 Definitions

The following terms will have the meanings as set forth below:

- A. **Administrative Offices Building:** The building located between the Main Terminal and the Tampa International Airport Marriott Hotel, which contains loading docks, storage and the Employee Cafeteria on the first floor and Authority management offices on the second floor.
- B. **Aircraft Rescue & Firefighting Facility (ARFF):** The ARFF is located next to Airside Terminal A in between the Tampa International Airport two main runways.
- C. **Airport Terminal Facilities:** All buildings serviced by this Contract, including the Main Terminal, Airside Terminals A, C, E and F, Baggage Sort Buildings A and F, Short Term, Long Term, Economy, Blue Rental Car and Red Rental Car Parking Garages, and Administrative Offices Building.
- D. **Airside Terminals:** The four buildings designated as A, C, E and F supporting passenger airline operations and connected to the Main Terminal via shuttle cars.
- E. **Authority Business Days:** 8:00 a.m. to 5:00 p.m., Eastern Time Zone, Monday through Friday, with the exception of Authority holidays.
- F. **Board:** Authority Board of Directors.
- G. **CEO:** Authority Chief Executive Officer.

- H. **Company Representative (Point of Contact):** The individual with the Awarded Respondent who is responsible for administrative matters in the performance of Services under this Contract and who shall have full authority to act on behalf of Awarded Respondent on all matters relating to the daily performance of the Contract.
- I. **Contract:** The Contract for Grease Drainage System Preventative Maintenance, including all exhibits, schedules, subsequent amendments and attachments thereto, executed by and between the Authority and the Awarded Respondent.
- J. **Contract Manager:** Authority representative responsible for coordinating and overseeing Company to include, but not be limited to, monitoring, interpreting and overseeing the Services with regard to the quality performed, the manner of performance, and Authority and Customer satisfaction with performance levels.
- K. **Corporate Representative:** The individual employee of Company responsible for monitoring this Contract and coordinating support for the general manager at the corporate level to ensure compliance with the terms and conditions of this Contract.
- L. **Director of Maintenance:** The Authority's senior-level executive responsible for all matters regarding Airport maintenance.
- M. **Employee Cafeteria:** The Food Service Facility located on the first floor of the Administrative Offices Building.
- N. **Food Service Facility:** Any business or facility which prepares and/or packages food or beverages for sale or consumption which may include, but is not limited to, food courts, food manufacturers, food packagers, restaurants, bakeries, cafeterias, delicatessens, coffee shops, concession stands, and all other Food Service Facilities not specifically listed herein.
- O. **Grease:** A material, either liquid or solid, composed primarily of fats, oils or grease from animal or vegetable sources.
- P. **Grease Drainage System:** A drainage system, which all Food Service Facilities are required to have, consisting of Grease Traps, drainage lines and Grease Interceptors to capture and prevent the discharge of Grease, floating materials, gray water, bottom sludge, and solids from discharging into the sanitary sewer.
- Q. **Grease Drainage System Preventative Maintenance Services (Services):** The Services to be performed by Company as further described in Exhibit A, Scope of Work and Exhibit C, City of Tampa Grease Ordinance.

- R. **Grease Hauler:** A person registered with the City of Tampa to collect the contents of a Grease Interceptor or Grease Trap and transport such contents to an approved recycling or disposal facility.
- S. **Grease Interceptor:** A Grease receptacle whose rated flow exceeds 50 gallons per minute (gpm) or has a minimum storage capacity of 750 gallons or more and is a device located underground and outside of a building. It is designed to collect, contain or remove food wastes or Grease from the wastewater while allowing the balance of the liquid waste to discharge to the wastewater collection system by gravity.
- T. **Grease Trap:** A Grease receptacle whose rated flow is 50 gpm or less, is located inside a facility or outside a building, above or below the ground, and is designed to collect, contain, or remove food wastes and Grease from the wastewater while allowing the balance of the liquid waste to discharge to the wastewater collection system by gravity.
- U. **Main Terminal:** A nine-level structure that contains baggage claim, airline ticket counters and a transfer level as well as Authority management and executive offices on the first three levels and short-term parking on the other six levels.
- V. **Personnel:** Individuals who are directly employed or contracted by Company to perform the Services at the Airport.
- W. **Subcontractor:** Any person, firm or corporation other than employees of the Company who contract with the Company to furnish labor, materials, and/or equipment for the Services in this Contract.
- X. **Security Identification Display Area (SIDA):** Secure identification display areas that require an Authority identification badge issued by the Authority following an FBI fingerprint-based criminal history records check and an annual Security Threat Assessment (STA).
- Y. **TSA:** The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.
- Z. **Working Hours:** Grease Drainage System Preventative Maintenance Services shall be performed Monday through Friday between 11:00 p.m. and 5:00 a.m.

## 1.02 Exhibits

The following Exhibits are attached hereto and are hereby incorporated and made a part of this Contract. Based on the needs of Authority, the Exhibits may be modified

from time to time by letter to Company without formal amendment to this Contract.

- A. Exhibit A, Scope of Work
- B. Exhibit B, Grease Trap and Interceptor Locations
- C. Exhibit C, City of Tampa Grease Ordinance
- D. Exhibit D, Sample Work Order

ARTICLE 2  
SCOPE OF WORK

2.01 Scope of Work

Company agrees to provide the Services as set forth in Exhibit A, Scope of Work. Services will be performed only at the direction of Authority Director of Maintenance or designee.

Authority may require deletions or additions to Exhibit A, Scope of Work, including short term requirements for the performance of additional related work (Extra Work). Changes will be done by written Work Order as outlined in Exhibit D, Sample Work Order, which is attached hereto and made a part hereof.

2.02 Authority Contact Person

Authority Director of Maintenance or designee will be responsible for notifying Company regarding required Services and will be the Company's primary contact for all Services under this Contract.

ARTICLE 3  
TERM

3.01 Effective Date

This Contract will become effective upon execution by Company and approval and execution by Authority. This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

3.02 Term

The Term of this Contract commences on February 1, 2018 and will continue through January 31, 2023 unless terminated earlier as provided herein.

3.03 Commencement of Fees and Charges

All fees and charges hereunder will commence on February 1, 2018 and will continue for the Term of this Contract.

3.04 Early Termination

Authority may terminate this Contract, without cause, by giving thirty (30) days written notice to Company.

ARTICLE 4  
FEES AND PAYMENTS

4.01 Fees

Authority will pay Company based on Authority approved pricing as specified in Exhibit B, Pricing Schedule, for the provision of Services.

A. New Food Service Facilities, Grease Traps and/or Grease Interceptors may be added as identified by Authority. Any new or additional locations shall be serviced at rates to be negotiated and similar to those listed in Exhibit B, Pricing Schedule.

B. Authority reserves the right to add or delete locations through a Work Order to Company without formal amendment to this Contract.

C. No Services can be performed without a Purchase Order in place.

4.02 Invoices

Invoices required by this Contract will be created and submitted by Company to Authority Finance Department via Oracle iSupplier® Portal Full Access in a form acceptable to Authority and will include at a minimum the invoice date, invoice amount, dates of Services, and purchase order number.

4.03 Payment Method

Company will receive electronic payments via Automated Clearing House (ACH) – VIP Supplier, ACH – Standard, ePayables, or Purchasing Card (PCard). Information regarding the electronic payment methods and processes including net terms is available on Authority website at [www.TampaAirport.com](http://www.TampaAirport.com) > Learn about TPA > Airport Business > Procurement > More Information – Electronic Payment Methods. Authority reserves the right to modify the electronic payment methods and processes at any time. Company may change its selected electronic payment method during the Term of this Contract in



coordination with Accounts Payable.

4.04 Payment When Services Are Terminated at the Convenience of Authority

In the event of termination of this Contract for the convenience of Authority, Authority will compensate Company as listed below; however, in no event shall Company be entitled to any damages or remedies for wrongful termination.

A. All work performed prior to the effective date of termination; and

B. Expenses incurred by Company in effecting the termination of this Contract as approved in advance by Authority.

4.05 Prompt Payment

Company must pay any of its Subcontractor(s) who have submitted verified invoices for work already performed within ten (10) calendar days of being paid by Authority. Any exception to this prompt payment provision will only be for good cause with prior written approval of Authority. Failure of Company to pay any of its Subcontractor(s) accordingly will be a material breach of this Contract.

ARTICLE 5

TAXES

All taxes of any kind and character payable on account of the work done and materials furnished under this Contract will be paid by Company. The laws of the State of Florida provide that sales tax and use taxes are payable by Company upon the tangible personal property incorporated in the work and such taxes will be paid by Company. Authority is exempt from all State and federal sales, use and transportation taxes.

ARTICLE 6

OWNERSHIP OF DOCUMENTS

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form or characteristics made by Company or its employees incident to, or in the course of, Services to Authority, will be and remain the property of Authority.

ARTICLE 7  
QUALITY ASSURANCE

Company will be solely responsible for the quality of all work performed by Company, its employees and/or its Subcontractors under this Contract. All Services furnished by Company, its employees and/or its Subcontractors must be performed in accordance with best management practices and best professional judgment, in a timely manner, and must be fit and suitable for the purposes intended by Authority. Company's Services and deliverables must conform with all applicable federal and State laws, regulations and ordinances.

ARTICLE 8  
NON-EXCLUSIVE

Company acknowledges that Authority has, or may hire, others to perform work similar to or the same as that which is within Company's Scope of Work under this Contract. Company further acknowledges that this Contract is not a guarantee of the assignment of any work and that the assignment of work to others is solely within Authority discretion.

ARTICLE 9  
DEFAULT AND TERMINATION

9.01 Events of Default

Company will be deemed to be in default of this Contract upon the occurrence of any of the following:

- A. The failure or omission by Company to perform its obligations under this Contract or the breach of any terms, conditions and covenants required herein.
- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Contract, failure to perform any of the provisions of this Contract, or any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within ten (10) days of receipt by Company of Authority written notice to cease said business or acts.
- C. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- D. The appointment of a trustee, custodian, or receiver of all or a substantial portion of Company's assets; or the insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof,

including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.

- E. Company's violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.

## 9.02 Authority Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following ten (10) days notice by Authority and Company's failure to cure, Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- A. Terminate Company's rights under this Contract and, in accordance with law, Company will remain liable for all payments or other sums due under this Contract and for all damages suffered by Authority because of Company's breach of any of the covenants of this Contract; or
- B. Treat this Contract as remaining in existence, curing Company's default by performing or paying the obligation which Company has breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default will become immediately due and payable as well as interest thereon, from the date such fees or charges became due to the date of payment, at twelve percent (12%) per annum or to the maximum extent permitted by law;
- C. Declare this Contract to be terminated, ended, null and void.

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Contract are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Contract or provided by law. No act or thing done by Authority or Authority agents or employees during the Term will be deemed an acceptance of the surrender of this Contract, and no acceptance of surrender will be valid unless in writing.

9.03 Continuing Responsibilities of Company

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for all payments payable hereunder and for all preceding breaches of this Contract. Furthermore, unless Authority elects to cancel this Contract, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Contract.

9.04 Company's Remedies

Upon thirty (30) days written notice to Authority, Company may terminate this Contract and all of its obligations hereunder, if Company is not in default of any term, provision, or covenant of this Contract or in the payment of any fees or charges to Authority, and only upon or after the occurrence of the following: the inability of Company to use Airport for a period of longer than ninety (90) consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Authority, preventing Company from operating its business for a period of ninety (90) consecutive days, provided, however that such inability or such order, rule or regulation is not due to any fault or negligence of Company.

In the event it is determined by a court of competent jurisdiction that Authority has wrongfully terminated this Contract, such termination shall automatically be deemed a termination for convenience under Article 4.04.

ARTICLE 10  
CANCELLATION

This Contract may be cancelled by Authority upon thirty (30) days notice to Company.

ARTICLE 11  
INDEMNIFICATION

A. To the maximum extent permitted by Florida law, in addition to Company's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Contract, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and court 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), recklessness, intentional wrongful conduct, activities, or operations;

3. Any breach of the terms of this Contract;
4. Performance, non-performance or purported performance of this Contract;
5. Violation of any law, regulation, rule or ordinance;
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

of or by Company or Company's officers, employees, agents, volunteers, Subcontractors, invitees, or any other person whether the liability, suit, claim, expense, loss, cost, fine or damages is caused in part by an indemnified party.

- B. In addition to the duty to indemnify and hold harmless, Company 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, losses, costs, royalties, fines or attorney's fees 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), recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Contract;
4. Performance, non-performance or purported performance of this Contract;
5. Violation of any law, regulation, rule or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
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

of or by Company or Company's officers, employees, agents, volunteers, Subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company regardless of whether it is caused in part by Authority, 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 Company by a party entitled to a defense hereunder.

- 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, Company agrees to the following: To the maximum extent permitted by Florida law, Company 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 Company and persons employed or utilized by Company in the performance of this Contract.

- 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 Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Contract 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 Contract.
- E. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Contract until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.
- F. 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.
- G. 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 Company of any of its obligations under this Article.
- H. If the above Articles A - G or any part of Articles A – G 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.

## ARTICLE 12 ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

### 12.01 Books and Records

In connection with payments to Company under this Contract, it is agreed Company 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). Company will maintain such books and records for five years after the end of the term of this Contract. Records include, but are not limited to, books, documents, papers, and records of Company directly pertinent to this Contract. Company will not destroy any records related to this Contract without the express written permission of Authority.

#### 12.02 Financial Reports

Company will submit all financial reports required by Authority, in the form and within the time period required by Authority.

#### 12.03 Authority Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the term of this Contract or within three years after the end of this Contract, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of determining payment eligibility under this Contract or over selected operations performed by Company under this Contract for the purpose of determining compliance with this Contract.

Free and unrestricted access will be granted to all of Company's records directly pertinent to this Contract or any work order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or Subcontractors. If the records are kept at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to Authority auditors to conduct the engagement as set forth in this Article. Or, Company may transport Authority team to Company headquarters for purposes of undertaking said engagement. In such event, Company will pay reasonable costs of transportation, food and lodging for Authority team. In the event Company maintains its accounting or Contract information in electronic format, upon request by Authority auditors, Company will provide a download or extract of data files in a computer readable format acceptable to Authority at no additional cost. Authority has the right during the engagement to interview Company's employees, subconsultants, and Subcontractors, and to make photocopies of records as needed.

Company agrees to deliver or provide access to all records requested by Authority 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 requested during the engagement within seven (7) calendar days of each request. The Parties recognize that Authority will incur additional costs if records requested by Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Authority may assess liquidated damages in the amount of one hundred dollars (\$100.00) per day, for each requested record not received. Such damages may be assessed beginning on the eighth (8<sup>th</sup>) day

following the date the request was made. Accrual of such fee will continue until specific performance is accomplished.

If as a result of any engagement, it is determined that Company has overcharged Authority, Company will re-pay Authority for overcharge and Authority may assess interest of up to twelve percent (12%) on the overcharge from the date the overcharge occurred. If it is determined that Company has overcharged Authority by more than three percent for the period under consideration, Company will also pay for the entire cost of the engagement.

Company will include a provision providing Authority the same access to business records at the subconsultant and Subcontractor level in all of its subconsultant and Subcontractor agreements executed related to this Contract.

## ARTICLE 13 INSURANCE

### 13.01 Insurance

Company must maintain the following limits and coverages uninterrupted or amended through the Term of this Contract. In the event Company becomes in default of the following requirements 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 Authority, members of the Authority's governing body, and Authority officers, volunteers and employees are included as additional insured.

### 13.02 Required Coverage – Minimum Limits

#### A. Commercial General Liability Insurance

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Contract 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, Company under this Contract or the use or occupancy of Authority premises by, or on behalf of, Company in connection with this Contract. 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 20 37 10 01.



	Contract Specific
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000

B. Workers' Compensation and Employer's Liability Insurance

The minimum limits insurance (inclusive of any amount provided by an umbrella or excess policy) are:

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

C. 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 (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Contract will be:

Each Occurrence – Bodily Injury and Property Damage combined	\$1,000,000
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D. Waiver of Subrogation

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

13.03 Conditions of Acceptance

The insurance maintained by Company 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) > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources.

ARTICLE 14  
NON-DISCRIMINATION

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

14.01 Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Contract.

14.02 Civil Rights. Company, with regard to the work performed by it under this 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. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, 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 Contract, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the

Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- I. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures 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;
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company’s programs (70 Fed. Reg. at 74087 to 74100); and
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

14.03 In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential Subcontractor or supplier must be notified by Company of Company’s obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

14.04 Company will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

- 14.05 In the event of Company's non-compliance with the non-discrimination provisions of this Contract, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this Contract until Company complies, and/or cancellation, termination or suspension of this Contract, in whole or in part.
- 14.06 Company will include the provisions of Paragraphs 14.01 through 14.05 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Company 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, however, that in the event Company becomes involved in or is threatened with litigation with a Subcontractor or supplier as a result of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Company may request the United States to enter into such litigation to protect the interests of the United States.
- 14.07 Company assures that, in the performance of its obligations under this Contract, 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 Company, 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. Company, if required by such requirements, will provide assurances to Authority that Company will undertake an affirmative action program and will require the same of its subconsultants.

## ARTICLE 15

### WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE

#### 15.01 Authority Policy

Authority is committed to the participation of Woman and Minority-Owned Business Enterprises (W/MBEs) in non-concession, non-federally funded contracting opportunities in accordance with Authority W/MBE Policy and Program. Company will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs are encouraged to compete for and perform subcontracts under this Contract.

#### 15.02 Non-Discrimination

A. Company and any Subcontractor of Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Company will carry out applicable requirements of Authority W/MBE Policy and Program in the award and administration of this Contract. Failure by Company 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 Authority deems appropriate.

- B. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement, management contract, or subcontract, purchase or lease agreement.
- C. Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements or contracts.

### 15.03 W/MBE Participation

- A. W/MBE Expectancy: No specific expectancy for W/MBE participation has been established for this Contract; however, Company agrees to make a good faith effort, in accordance with Authority W/MBE Policy and Program, throughout the Term of this Contract, to contract with W/MBE firms certified as a woman-owned or minority-owned business by the City of Tampa, Hillsborough County, the State of Florida Department of Management Services, Office of Supplier Diversity, or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program pursuant to 49 CFR Part 26 in the performance of this Contract.
- B. W/MBE Termination and Substitution: Company is prohibited from terminating or altering or changing the scope of work of a W/MBE subcontractor except upon written approval of Authority in accordance with Authority procedures relating to W/MBE terminations contained in the W/MBE Policy and Program. Failure to comply with the procedure relating to W/MBE terminations or changes during this Contract will be a material violation of this Contract and will invoke the sanctions for non-compliance specified in this Contract and the W/MBE Policy and Program.
- C. Monitoring: Authority will monitor the ongoing good faith efforts of Company in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Company and the W/MBE participant, and other records pertaining to W/MBE participation, which Company will maintain for a minimum of three years following the end of this Contract. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Contract to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of this Contract, Authority reserves the right to review and approve all sub-leases or subcontracts utilized by Company for the achievement of these goals.

- D. Prompt Payment: Company agrees to pay each Subcontractor under this Contract for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each payment Company receives from Authority. Company agrees further to release retainage payments to each Subcontractor within ten (10) calendar 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 Authority. This clause applies to both W/MBE and non-W/MBE Subcontractors.

ARTICLE 16  
AUTHORITY APPROVALS

Except as otherwise specifically indicated elsewhere in this Contract, wherever in this Contract approvals are required to be given or received by Authority, it is understood that the CEO or designee is hereby empowered to act on behalf of Authority.

ARTICLE 17  
DATA SECURITY

Company will establish and maintain safeguards against the destruction, loss or alteration of Authority data or third party data that Company may gain access to or be in possession of in providing the Services of this Contract. Company will not attempt to access, and will not allow its personnel access to, Authority data or third party data that is not required for the performance of the Services of this Contract by such personnel.

Company and its employees, vendors, Subcontractors, and sub-consultants will adhere to and abide by the security measures and procedures established by Authority and any terms of service agreed to by Authority with regards to data security. In the event Company or Company's Subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third party data, Company will promptly:

- A. Notify Authority of such breach or potential breach; and
- B. If the applicable Authority data or third party data was in the possession of Company at the time of such breach or potential breach, Company will investigate and cure the breach or potential breach.

ARTICLE 18  
DISPUTE RESOLUTION

18.01 Claims and Disputes

- A. A claim is a written demand or assertion by one of the parties seeking, as a matter of right, an adjustment or interpretation of this Contract, payment of money, extension of time or other relief with respect to the terms of this Contract. The term claim also includes other matters in question between Authority and Company arising out of or relating to this Contract. The responsibility to substantiate claims will rest with the party making the claim.
- B. If for any reason Company deems that additional cost or Contract time is due to Company for work not clearly provided for in this Contract, or previously authorized changes in the work, Company will notify Authority in writing of its intention to claim such additional cost or Contract time. Company will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.
- C. Written notice of intention to claim must be made within ten (10) days after Company first recognizes the condition giving rise to the claim or before the work begins on which Company bases the claim, whichever is earlier.
- D. When the work on which the claim for additional cost or Contract time is based has been completed, Company will, within ten (10) days, submit Company's written claim to Authority. Such claim by Company, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.
- E. Pending final resolution of a claim, unless otherwise agreed in writing, Company will proceed diligently with performance of this Contract and maintain effective progress to complete the work within the time(s) set forth in this Contract.
- F. The making of final payment for this Contract may constitute a waiver of all claims by Authority except those arising from:
  - 1. Claims, security interests or encumbrances arising out of this Contract and unsettled;
  - 2. Failure of the work to comply with the requirements of this Contract;
  - 3. Terms of special warranties required by this Contract;
  - 4. Latent defects.

## 18.02 Resolution of Claims Disputes

- A. The following shall occur as a condition precedent to Authority review of a claim unless waived in writing by Authority.

First Meeting: Within five (5) days after a claim is submitted in writing, Company's representatives who have authority to resolve the dispute shall meet with Authority representatives who have authority to resolve the dispute in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Second Meeting: If the First Meeting fails to resolve the dispute or if the parties fail to meet, a senior executive for Company and for Authority, neither of which have day to day Contract responsibilities, shall meet, within ten (10) days after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. Authority may invite other parties as necessary to this meeting. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Following the First Meeting and the Second Meeting, Authority will review Company's claims and may (1) request additional information from Company which will be immediately provided to Authority, or (2) render a decision on all or part of the claim in writing within twenty one (21) days following the receipt of such claim or receipt of additional information requested.

If Authority decides that the work related to such claim should proceed regardless of Authority disposition of such claim, Authority will issue to Company a written directive to proceed. Company will proceed as instructed.

- B. Prior to the initiation of any litigation to resolve disputes between the Parties, the Parties will make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Following negotiations, as a condition precedent to litigation, the Parties will mediate any dispute with a mediator selected by Authority. Such mediation shall occur in Hillsborough County, Florida.
- C. Any action initiated by either Party associated with a claim or dispute will be brought in the Circuit Court in and for Hillsborough County, Florida.



ARTICLE 19  
NON-EXCLUSIVE RIGHTS

This Contract will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.

ARTICLE 20  
WAIVER OF CLAIMS

Company hereby waives any claim against the City of Tampa, Hillsborough County, State of Florida and Authority, and its officers, Board Members, agents, or employees, for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Contract or any part thereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 21  
COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Company, its officers, employees, agents, Subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Airport Rules and Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport. Company, its officers, employees, agents, Subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the Federal Government including but not limited to FAA or TSA. If Company, its officers, employees, agents, Subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within 15 days from the date of written notice.

ARTICLE 22  
COMPLIANCE WITH PUBLIC RECORDS LAW

**IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, 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.**

Company 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 Authority in order to perform the Services contemplated by this Contract.
- B. Upon request from Authority custodian of public records, provide 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 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 law for the duration of this Contract Term and following completion of this Contract.
- D. Upon completion of this Contract, keep and maintain public records required by Authority to perform the Services. Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.

ARTICLE 23  
CONTRACT MADE IN FLORIDA

This Contract has been made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of Authority and Company related to this Contract are expressly set forth herein and this Contract can only be amended in writing and agreed to by both Parties.

ARTICLE 24  
NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the Party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

**TO AUTHORITY:**

(MAIL DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY

TAMPA INTERNATIONAL AIRPORT

P.O. Box 22287

TAMPA, FLORIDA 33622-2287

ATTN: CHIEF EXECUTIVE OFFICER

**TO COMPANY:**

(MAIL DELIVERY)

PROPERTY MAINTENANCE

UNLIMITED, INC.

DBA GREASECORP

3302 CLEMONS ROAD

PLANT CITY, FLORIDA 33566-4646

ATTN: CHRIS DENHOFF

**OR**

(HAND DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY

TAMPA INTERNATIONAL AIRPORT

4160 GEORGE J. BEAN PARKWAY

SUITE 2400, ADMINISTRATION BUILDING

TAMPA, FLORIDA 33607-1470

ATTN: CHIEF EXECUTIVE OFFICER

(HAND DELIVERY)

PROPERTY MAINTENANCE

UNLIMITED, INC.

DBA GREASECORP

3302 CLEMONS ROAD

PLANT CITY, FLORIDA 33566-4646

ATTN: CHRIS DENHOFF

or to such other address as either Party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

If notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is required.

ARTICLE 25  
RIGHT TO DEVELOP AIRPORT

It is covenanted and agreed that Authority reserves the right to further develop or improve the

Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of Company or its Subcontractors and without interference or hindrance.

ARTICLE 26  
RIGHT OF FLIGHT

Authority reserves, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by Authority together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on Airport.

Company expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions to such a height so as to comply with Federal Aviation Regulations, Part 77 and Authority Height Zoning Regulations. Company further expressly agrees for itself, its successors and assigns, to prevent any interference with or adversely affect the operation or maintenance of Airport, or otherwise constitute an Airport hazard.

ARTICLE 27  
SUBORDINATION OF AGREEMENT

It is mutually understood and agreed that this Contract will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and this Contract will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

ARTICLE 28  
SUBORDINATION TO TRUST AGREEMENT

This Contract and all rights of Company hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Authority to secure bonds issued by, or other obligations of, Authority. The obligations of Company hereunder may be pledged, transferred, hypothecated, or assigned at any time by Authority to secure such obligations. Conflicts between the terms of this Contract and the provisions, covenants and requirements of the debt instruments mentioned above will be resolved in favor of the provisions, covenants and requirements of such debt instruments.

ARTICLE 29  
ASSIGNMENT AND SUBCONTRACTING / SUBLEASING

Company will not assign, subcontract, sublease, or license this Contract without the prior written consent of Authority. Such consent may be withheld at the sole discretion of Authority. If assignment, subcontract, sublease, or license is approved, Company will be solely responsible for ensuring that its assignee, Subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Contract.

In no event will any approved assignment, subcontract, sublease, or license diminish Authority rights to enforce any and all provisions of this Contract.

Before any assignment, subcontract, sublease, or license becomes effective, the assignee, Subcontractor, sublessee, or licensee will assume and agree by written instruments to be bound by the terms and conditions of this Contract during the remainder of the Term. When seeking consent to an assignment hereunder, Company will submit a fully executed original of the document or instrument of assignment to Authority.

ARTICLE 30  
SECURITY BADGING

Any employee of Company, or any employee of its Subcontractors or agents that require unescorted access to the Security Identification Display Area (SIDA) to perform work under this Contract will be badged with an Airport identification badge (hereinafter referred to as "Badge") provided by Authority ID Badging Department and will be subject to an FBI fingerprint-based criminal history records check (CHRC) and an annual Security Threat Assessment (STA). A Badge will not be issued to an individual until the results of the CHRC and the STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's badge application will be rejected. The costs of the CHRC and the annual STA will be paid by Company. These costs are subject to change without notice, and Company will be responsible for paying any increase in the costs. All badged employees of Company and its contractors or agents will comply with Authority regulations regarding the use and display of Badges.

For each Badge that is lost, stolen, unaccounted for, or not returned to Authority at the time of Badge expiration, employee termination, termination of this Contract, or upon written request by Authority, Company will be assessed a liquidated damage fee, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by Authority by failure of Company to notify Authority of each Badge that is lost, stolen, unaccounted for, or not returned to Authority. This liquidated damage fee will be paid by Company within ten (10) days from the

date of invoice. The liquidated damage fee is subject to change without notice, and Company will be responsible for paying any increase in the liquidated damage fee. It is mutually agreed between the parties that the assessment of the liquidated damage fee is reasonable. The parties agree that the liquidated damages described in this paragraph are solely for the administrative burden of failure to return the badge.

If any employee of Company is terminated or leaves Company's employment, Authority must be notified immediately, and the Badge must be returned to Authority promptly.

#### ARTICLE 31

##### VENUE

Venue for any action brought pursuant to this Contract will be the County or Circuit Court in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

#### ARTICLE 32

##### RELATIONSHIP OF THE PARTIES

Company is and will be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Authority will in no way be responsible therefore.

#### ARTICLE 33

##### RIGHT TO AMEND

In the event that the United States Government, including but not limited to the FAA and TSA, or its successors, Florida Department of Transportation, or its successors, or any other governmental agency requires modifications or changes in this Contract as a condition precedent to the granting of funds for the improvement of the Airport, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Contract as may be reasonably required to obtain such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

#### ARTICLE 34

##### TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

ARTICLE 35  
COMPANY TENANCY

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Contract by his or her signature thereto.

ARTICLE 36  
AMERICANS WITH DISABILITIES ACT

Company will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Authority concerning the same subject matter.

ARTICLE 37  
FAA APPROVAL

This Contract may be subject to approval of the FAA. If the FAA disapproves this Contract, it will become null and void, and both Parties will bear their own expenses relative to this Contract.

ARTICLE 38  
AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Contract, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the certified return receipt mailing of such complaint and process or other documents to Company at the address set out hereinafter in this Contract or in the event of a foreign address, deliver by Federal Express and that such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the state or federal courts located in Hillsborough County, Florida, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 39  
INVALIDITY OF CLAUSES

The invalidity of any part, portion, sentence, article, paragraph, provision, or clause of this Contract will not have the effect of invalidating any other part, portion, sentence, article, paragraph, provision, or clause of this Contract, and the remainder of this Contract will be valid and enforced to the fullest extent permitted by law.

ARTICLE 40  
SEVERABILITY

If any provision in this Contract is held by a court of competent jurisdiction to be invalid, the validity of the other provisions of this Contract which are severable shall be unaffected.



ARTICLE 41  
HEADINGS

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Contract. If for any reason there is a conflict between content and headings, the content will control.

ARTICLE 42  
COMPLETE CONTRACT

This Contract represents the complete understanding between the Parties, and any prior contracts, agreements or representations, whether written or verbal, are hereby superseded. This Contract may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Contract.

ARTICLE 43  
MISCELLANEOUS

Wherever used, the singular will include the plural, the plural the singular, and the use of any gender will include both genders.

ARTICLE 44  
ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Contract by his or her signature thereto and neither Company, its officers or any holders of more than five percent (5%) of the voting stock of Company have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Contracts with Public Entities. If Company is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Company represents that the ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in the officer or officers executing this Contract.

ARTICLE 45  
ORDER OF PRECEDENCE

In the event of any conflict(s) among the Contract Documents, Company will present conflict for resolution to Authority. Any costs resulting from Authority resolution of the conflict shall be borne by Company.

[The remainder of this page was intentionally left blank]

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and corporate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**HILLSBOROUGH COUNTY AVIATION  
AUTHORITY**

ATTEST: \_\_\_\_\_  
Victor D. Crist, Secretary

BY: \_\_\_\_\_  
Robert I. Watkins, Chairman

Address: PO Box 22287  
Tampa FL

Address: PO Box 22287  
Tampa FL

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

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

**Approved as to form for legal sufficiency:**

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, in the capacity of Chairman of the Board of Directors, and Victor D. Crist, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

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

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

\_\_\_\_\_  
Date Notary Commission Expires (if not on stamp or seal)

**PROPERTY MAINTENANCE UNLIMITED,  
INC.**

Signed in the Presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

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

\_\_\_\_\_  
Title

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

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

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

**PROPERTY MAINTENANCE UNLIMITED, INC.**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledge before me this . day of \_\_\_\_\_, 20\_\_,

by \_\_\_\_\_ in the capacity of \_\_\_\_\_,

(Individual's Name)

(Individual's Title)

at \_\_\_\_\_, a \_\_\_\_\_, on its behalf \_\_\_\_\_

(Company Name)

(type of company)

(He is / She is)

\_\_\_\_\_ known to me and has produced \_\_\_\_\_

(Personally / Not Personally)

(Form of Identification)

Stamp or Seal of Notary

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

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

\_\_\_\_\_  
Date Notary Commission Expires (if not on stamp or seal)

**EXHIBIT A**  
**SCOPE OF WORK**

This Scope of Work describes the Services to be performed by Company. Company will furnish all labor, materials, supplies, tools, equipment, transportation, and supervision for the performance of Grease Drainage System Preventative Maintenance, detailed in this Scope of Work, Section B, Services. All Services are to be fully completed to the satisfaction of and acceptance by Authority. All Services shall be performed in accordance with the terms and conditions contained herein and in compliance with Exhibit D, City of Tampa Grease Ordinance Number 2006-288. The Grease Drainage System incorporates any and all Grease Traps, drainage lines and Grease Interceptors.

Company and Authority will develop a service schedule to provide Services without interference of the operation of the Airport. Prior to the commencement of Services, all scheduled Services must be approved by Contract Manager or designee. Any changes to the schedule or anticipation of disruption to the daily operation of the Airport must receive prior approval of the Contract Manager or designee.

**A. Scheduled Tasks**

Grease Drainage System Preventative Maintenance tasks shall be performed overnight between 11:00 p.m. and 5:00 a.m. unless conditions warrant other hours for performance excluding emergencies.

**B. Services**

1. Inside Grease Trap Maintenance: All installed Grease Traps listed in Exhibit C, Grease Trap and Interceptor Locations, shall be inspected and pumped out using a portable, contained Grease transport device. The entire contents of the Grease Trap will be completely removed of all Grease, refuse, dregs and water with the Grease Trap sides scraped, cleaned and washed in accordance with Exhibit D.

Company is responsible for ensuring the wheels of the Grease removal device are clean and do not track Grease or debris onto Airport spaces. Company is responsible for any expenses associated with cleaning of carpet/tile soiled by portable Grease transport.

2. All installed Grease Interceptors listed in Exhibit C, Grease Trap and Interceptor Locations, shall be inspected and totally pumped out with the Interceptor left empty after servicing. All Grease, refuse, dregs and water will be removed/pumped with the Interceptor sides and baffles scraped, cleaned and pressure washed during each Service in accordance with Exhibit D. If, in the opinion of the Contract Manager, Service is inadequately rendered, Company may be called back to complete the

Service at no additional cost to Authority. No payment will be issued for the Service in question until Service is adequately completed.

3. The Grease lines draining to the Grease Interceptor tanks shall be water jetted from the outside access ports approximately semi-annually.
- 4. Under no circumstances will the process of pumping and return of gray water to the Grease Interceptors be allowed.**

#### C. Extra Work

1. Authority may, at any time, request Service beyond the normal required scheduled Services. On-site Service shall be available within four-eight (48) hours of notification, at the rates listed in Exhibit B, Pricing Schedule, as Extra Work Hourly Rate for Labor & Equipment. Minimum billing time for on-site time will be one (1) hour for the first hour or any part thereof and in half-hour increments thereafter. Extra Work will be submitted in the form as detailed in Exhibit E, Sample Work Order.
2. If Company does not respond within the specified timeframe, Company shall reimburse Authority for the cost of having the drain(s) cleared by another entity. A deduction of the actual cost for reimbursement shall be taken from Company's next monthly billing invoice.

#### D. Emergency Services

In the event of an emergency, such as drain lines or Grease Interceptors becoming clogged with organic material (Grease, fats, hair, or any other organic material), Company shall respond and rectify the problem within four (4) hours of notification, twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays and will be reimbursed in accordance with Exhibit B, Pricing Schedule. If Company does not respond within this specified timeframe, Company shall reimburse Authority for the cost of having the drain(s) cleared by another entity. A deduction of the actual cost for reimbursement shall be taken from Company's next monthly billing invoice.

#### E. Company Representative (Point of Contact)

Company shall designate one (1) representative as the Point of Contact responsible for administrative matters in the performance of Services under this Contract. The POC shall be available by telephone 24 hours a day, 7 days a week.

#### F. Company Responsibilities

1. Company POC shall be responsible for the performance of Services. Company POC shall have full authority to act for Company on all matters relating to daily performance of this Contract.
2. Company Personnel shall check-in with Contract Manager or designee prior to commencement of Services on each visit. A report of the Services performed will be given to the Contract Manager at the end of each visit.
3. Company personnel shall present a neat appearance and be easily recognized as Company employees. This may be accomplished by wearing distinctive clothing bearing the name of Company. Company field service Personnel shall be dressed to present a clean, neat appearance at all times when performing Services under this Contract.
4. Company shall be solely responsible for the safety, conduct and performance of its employees and shall take all necessary steps to terminate employees who participate in acts of misconduct. Immediately, upon written notice by Authority, Company will remove any employee from its payroll providing Services at the Airport who participates in unsafe and/or illegal acts, who violates Authority Rules and Regulations or who, in the opinion of Company or Authority, is otherwise detrimental to the public.
5. Company trucks shall not dispose of or drain any pumped liquid accumulation on Airport grounds and must comply with disposal requirements of Exhibit D. Company shall immediately clean up any spills of oil or other engine hydraulic fluids. For safety, it is mandatory that all vehicular equipment used in the performance of this Contract be equipped with a bell or similar warning device to alert pedestrians when such vehicle is backing up. Vehicles are permitted on the Airport grounds only during performance of Services and may not be stored on the Airport grounds.
6. Parking of Company trucks for Services under this Contract shall be coordinated between Company and Contract Manager.
7. Company is responsible for maintaining all service records in compliance with Exhibit D.

#### G. Authority Rights and Responsibilities

##### 1. Rights

Authority reserves the right to:

- a. Add or delete Grease Traps or Grease Interceptor locations or change frequency for servicing under this Contract without a formal amendment to this Contract upon agreement with Company. Payment will be adjusted in accordance with

pricing in Exhibit B. Additionally, new Food Service Facilities, Grease Traps and/or Grease Interceptors may be added as identified by Authority. Any new or additional locations shall be serviced at rates to be negotiated and similar to those listed in Exhibit B.

- b. Conduct inspections of the Services at any time, identifying any discrepancies to Company.
- c. Inspect Company's books and records during normal business hours that pertain to the costs incurred under this Contract.
- d. Approve Company's employees that will service Authority locations within Airport Terminal Facilities deemed sensitive by Authority. The service locations are detailed in Exhibit C. These shall include both public and Security Identification Display Area (SIDA) areas within the following locations:
  - i. Main Terminal
  - ii. Airside Terminal Facilities
  - iii. Administrative Offices Building
  - iv. Airfield Rescue & Fire Fighting Facility (ARFF)
- d. Without invalidating or suspending any portion of this Contract, the Director of Maintenance may reject any employee of the Company if the employee is deemed, at the discretion of the Director of Maintenance, to be unsuitable to provide Services at the Airport. Such notification of rejection will be made in writing to the Company.
- f. Withhold from any payment otherwise due and payable to Company any portion of any amount due as Authority deems necessary or desirable to protect itself against failure or delay in performance by Company. This right may be exercised by Authority with or without revoking or terminating this Contract.
- g. Perform the Services or hire others to perform the Services and invoice the Company for any costs in excess of the rates listed in Exhibit B, Pricing Schedule, if any type of strike, boycott, picketing or Services stoppage is directed against Company at the Airport which results in the discontinuance of Services performed hereunder. Authority will prorate payments for Service completed but not invoiced by Company up until the time of any such strike, boycott, picketing or Services stoppage.

## 2. Responsibilities

Authority will be responsible for:



- a. Providing electricity and water generally available in the Airport Terminal Facilities as required to perform the Services under this Contract at no cost to Company.
- b. Providing parking at designated locations for employees directly and actively engaged in providing the Services.

[Remainder of page intentionally left blank]

## Exhibit B Pricing Schedule

Bid Summary	Estimated Gallons	Grease Trap/Interceptor Service Rate per Gallon	Grease Trap/Interceptor Pumping Annual Cost	Estimated Linear Feet	Grease Interceptor Drain Line Water Jetting per Linear Foot	Grease Interceptor Drain Line Water Jetting Annual Cost	Total Bid by Year
Year 1	300,000	<b>\$0.28</b>	\$84,000.00	7,420	<b>\$2.55</b>	\$18,921.00	\$102,921.00
Year 2	300,000	<b>\$0.28</b>	\$84,000.00	7,420	<b>\$2.55</b>	\$18,921.00	\$102,921.00
Year 3	300,000	<b>\$0.28</b>	\$84,000.00	7,420	<b>\$2.55</b>	\$18,921.00	\$102,921.00
Year 4	300,000	<b>\$0.28</b>	\$84,000.00	7,420	<b>\$2.55</b>	\$18,921.00	\$102,921.00
Year 5	300,000	<b>\$0.28</b>	\$84,000.00	7,420	<b>\$2.55</b>	\$18,921.00	\$102,921.00

**Total Five-Year Bid Amount:**

**\$514,605.00**

**Type in the Total Five-Year Bid Amount in words:**

**Five hundred fourteen thousand six hundred and five dollars**

**Hourly Rate**

**Extra Work Hourly Rate for Labor & Equipment  
(Hourly rate for crew and equipment for Extra Work not covered within the specifications.)**

**TBD**



# Exhibit C

## Grease Trap and Interceptor Locations



# TABLE OF CONTENTS

- Airside A
- Airside C
- Airside E
- Airside F
- Main Terminal
- ARFF

## Definitions

**Grease Interceptor:** A Grease receptacle whose rated flow exceeds 50 gallons per minute (gpm) or has a minimum storage capacity of 750 gallons or more and is a device located underground and outside of a building. It is designed to collect, contain or remove food wastes or Grease from the wastewater while allowing the balance of the liquid waste to discharge to the wastewater collection system by gravity.

**Grease Trap:** A Grease receptacle whose rated flow is 50 gpm or less and located inside a facility or outside a building, above or below ground, and is designed to collect, contain, or remove food wastes and Grease from the wastewater while allowing the balance of the liquid waste to discharge to the wastewater collection system by gravity.

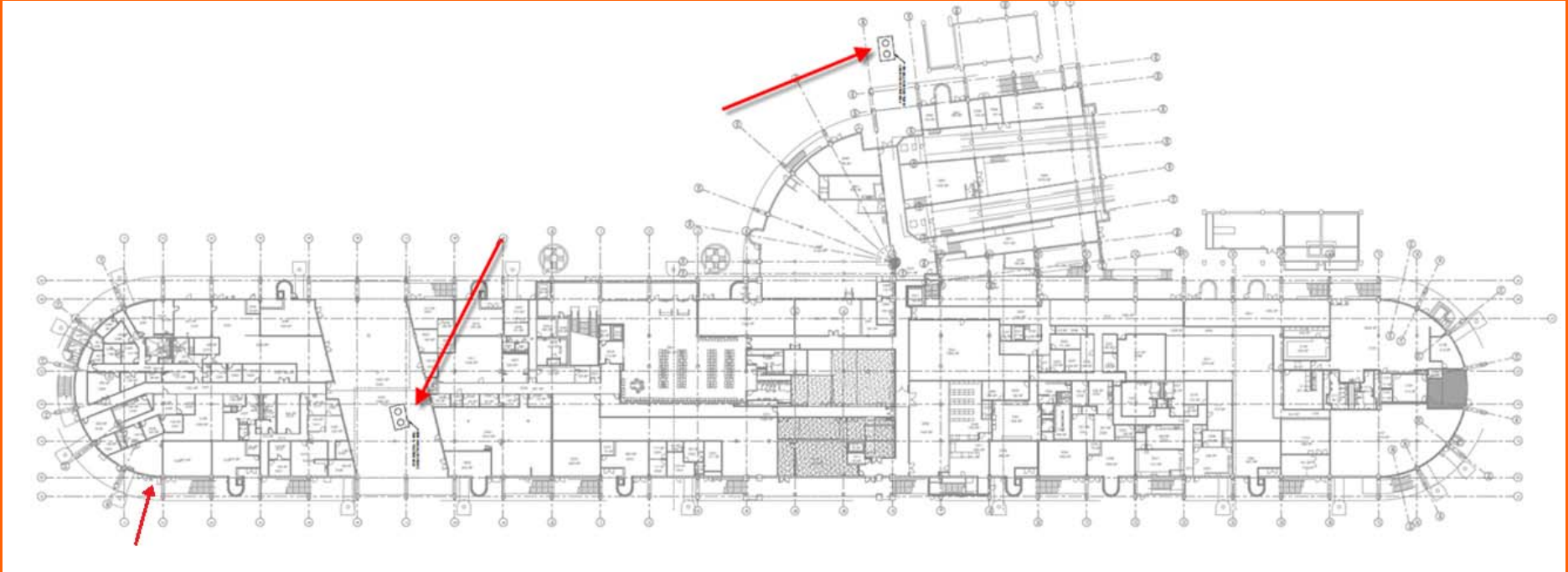
# TANK LOCATION AND CAPACITY LIST

Present locations and tank capacities of new and existing Grease Interceptors and Grease Traps

Location	Number	Capacity Each
<b>Aircraft Rescue &amp; Firefighting Facility</b>	1	100
<b>Administrative Offices Building Cafeteria</b>	1	40
<b>Administrative Offices Building Compactor</b>	2	625
<b>Main Terminal (Red 1)</b>	4	1,250
<b>Main Terminal (Red 2)</b>	4	1,250
<b>Main Terminal (Blue 1)</b>	4	1,250
<b>Main Terminal (Blue 2)</b>	4	1,250
<b>Airside A (by Loading Dock)</b>	1	1,500
<b>Airside A (in Tug Drive under Building)</b>	1	275
<b>Airside A grease trap (by Gate 8)</b>	1	50
<b>Airside C (Truck Court)</b>	5	1,250
<b>Airside C (Near Generator Enclosure)</b>	6	1,250
<b>Airside E (by Sort Facility)</b>	4	1,200
<b>Airside E (by Truck Court)</b>	5	1,200
<b>Airside F (by Truck Court)</b>	1	2,500
<b>Airside F (by Gate 85)</b>	2	1,250
<b>Airside F (by Gate 78)</b>	1	275

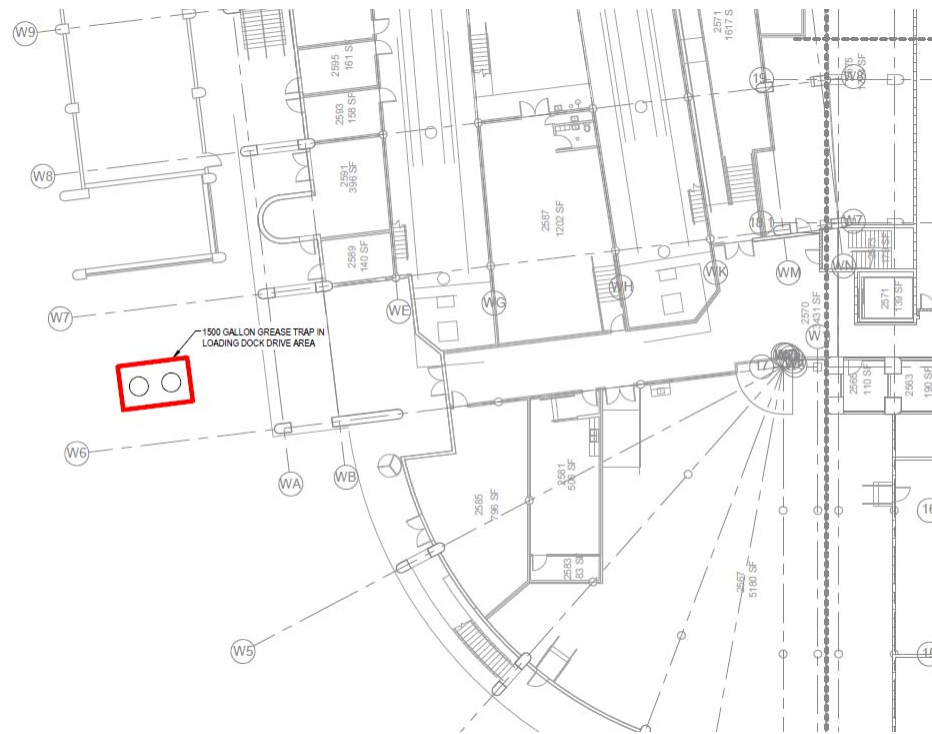
# AIRSIDE A

Locations of new and existing Grease Interceptors and Grease Traps



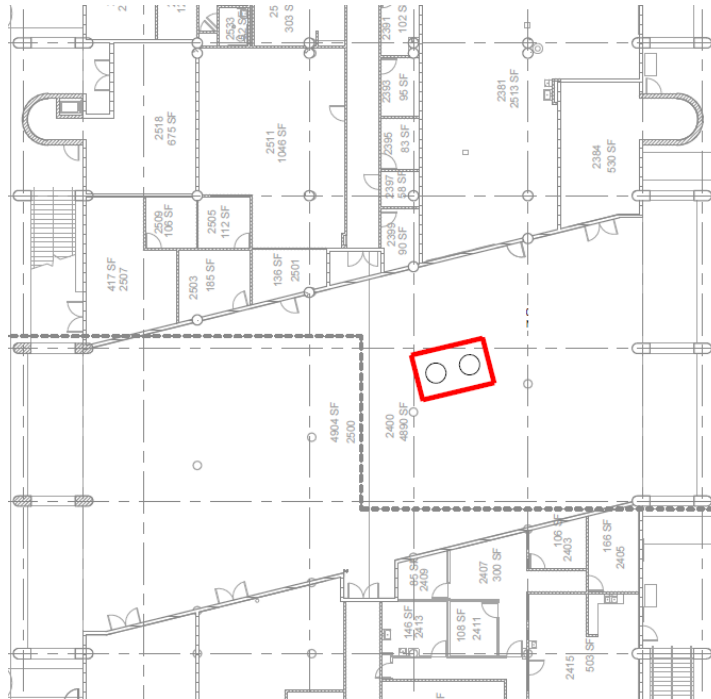
# AIRSIDE A EXISTING GREASE TRAP AND INTERCEPTOR LOCATION

Single 1,500 gallon Grease Trap in loading dock of the Airside A truck court on Ramp Level. Serves Burger 21, NY NY Pizza, Chick-Fil-A, Pei Wei, and Starbucks.



# AIRSIDE A NEW GREASE TRAP LOCATIONS

Single 275 gallon Grease Trap in tug drive on Ramp Level. Serves Bay Coffee and Tea and Ducky's.

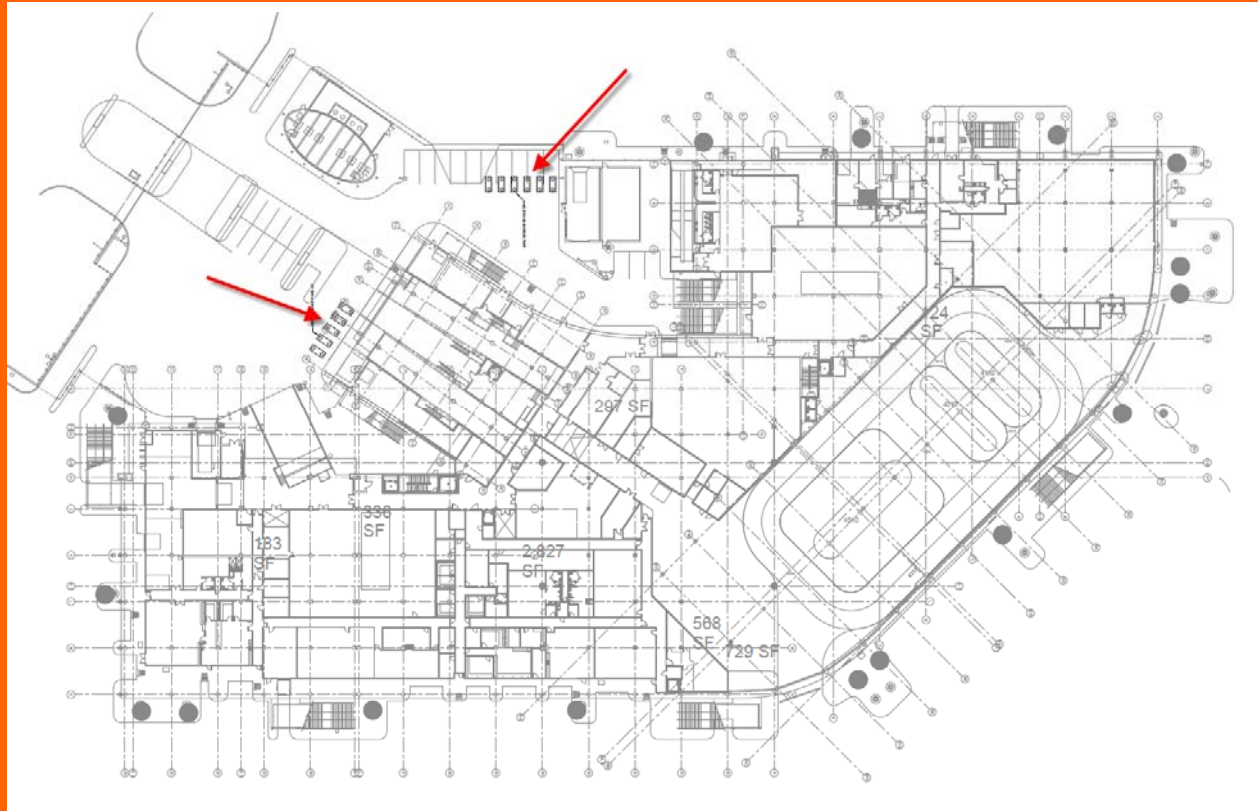


Single 50 gallon grease trap above grade on Ramp Level by Gate 8. Serves Auntie Anne's.



# AIRSIDE C

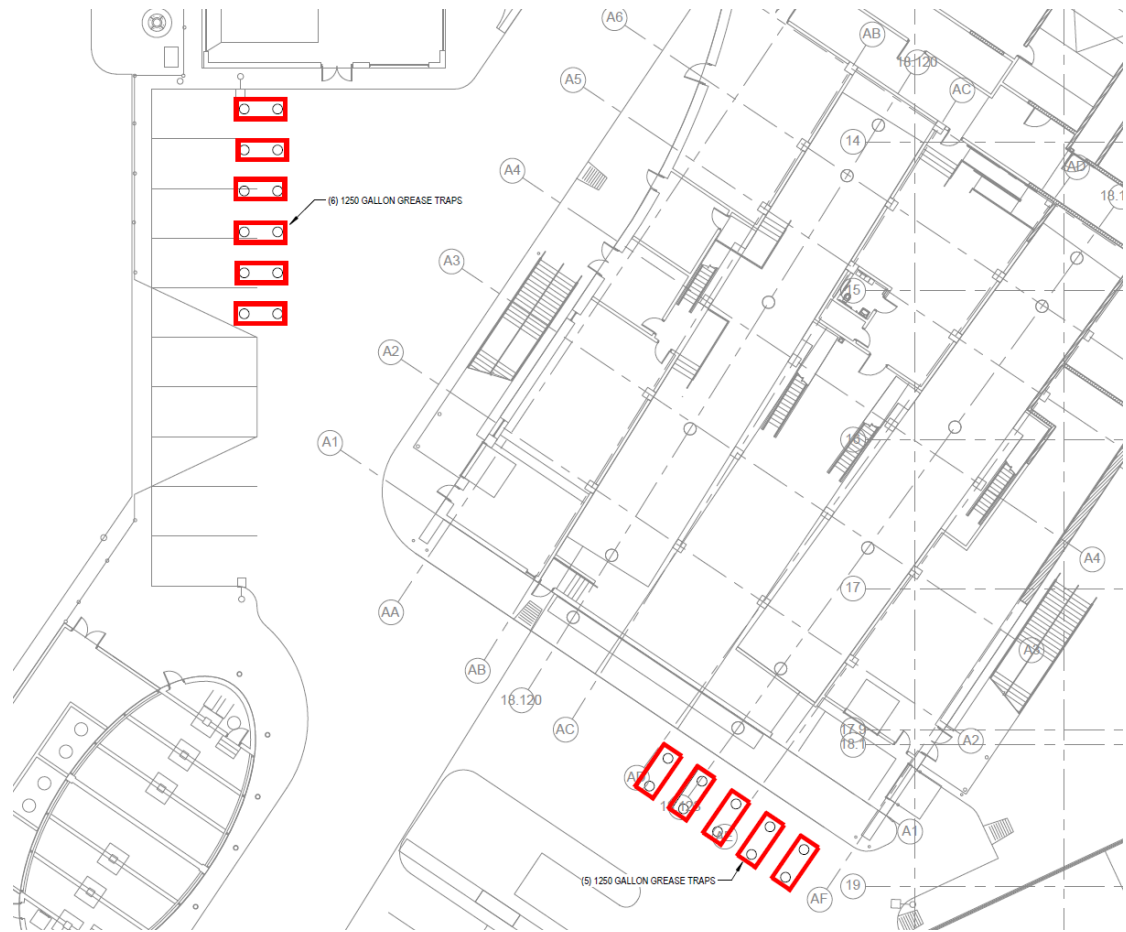
Locations of existing Grease Interceptors



# AIRSIDE C EXISTING GREASE TRAP LOCATIONS

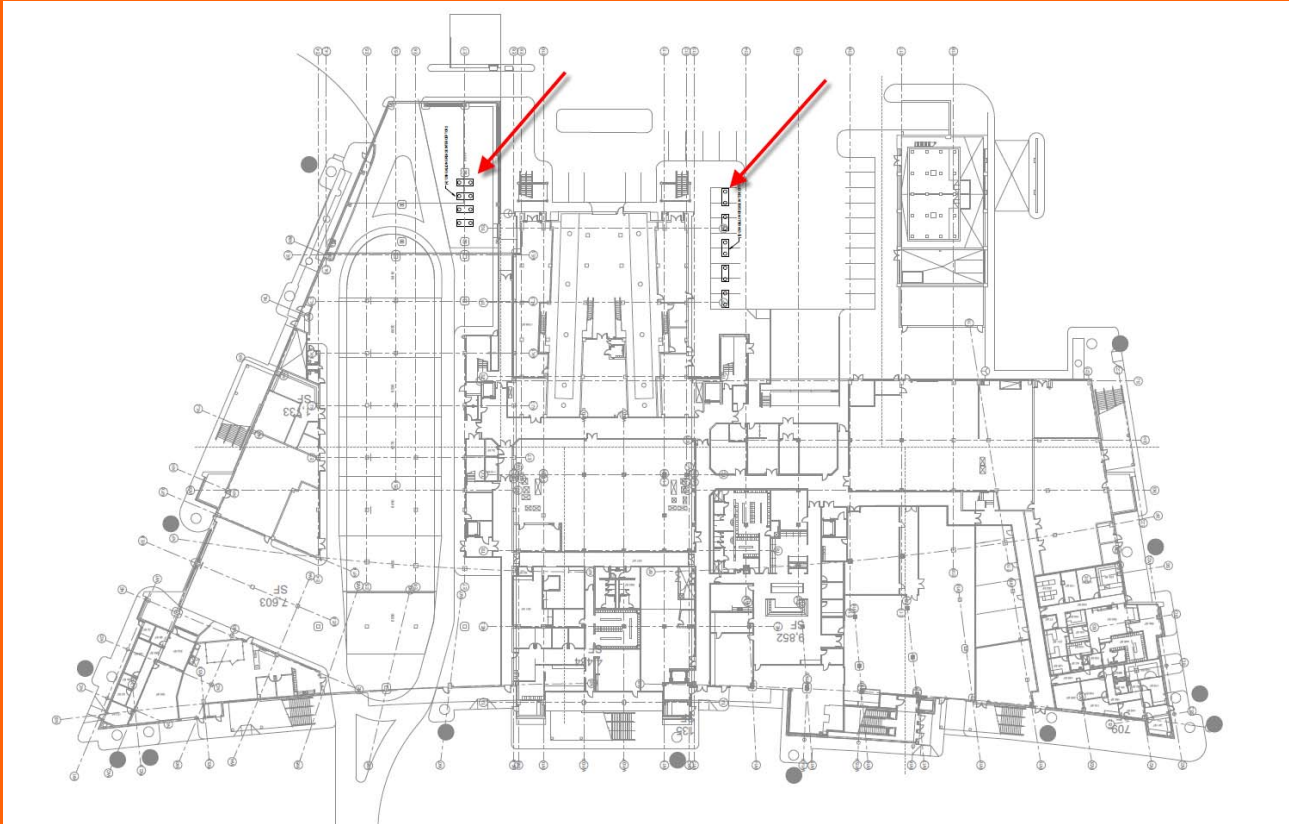
Six (6) 1,250 gallon Grease Traps in series on Ramp Level near Generator. Serves Cigar City, Starbucks, PDQ, Burger 21, and Rumfish Grill.

Five (5) 1,250 gallon Gease Traps in series on Ramp Level near Loading Dock. Serves Marche C Area.



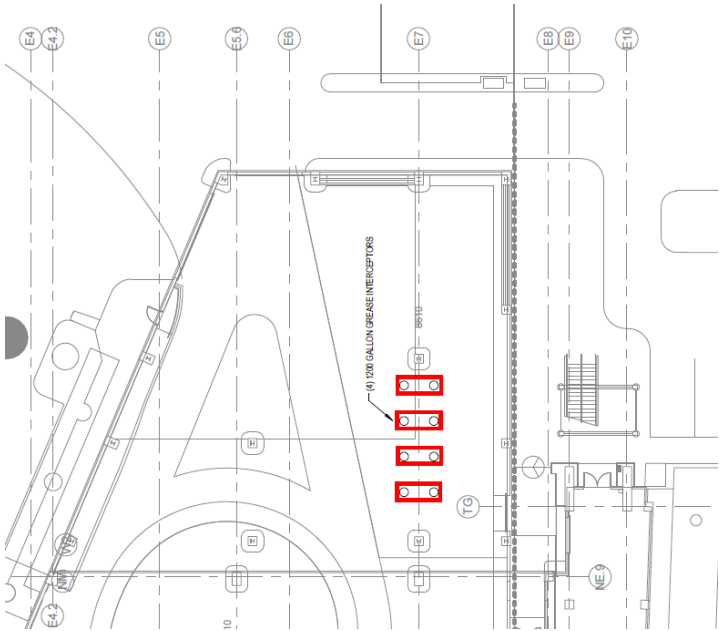
# AIRSIDE E

Locations of existing Grease Interceptors

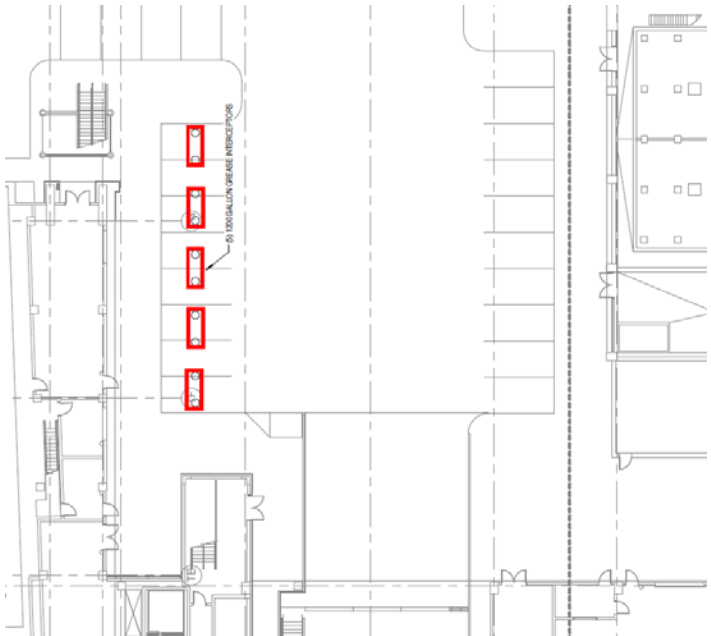


# AIRSIDE E EXISTING GREASE INTERCEPTOR LOCATIONS

Four(4) 1,200 gallon Grease Interceptors in series on Ramp Level near baggage handling area. Serves Four Green Fields and Illy.

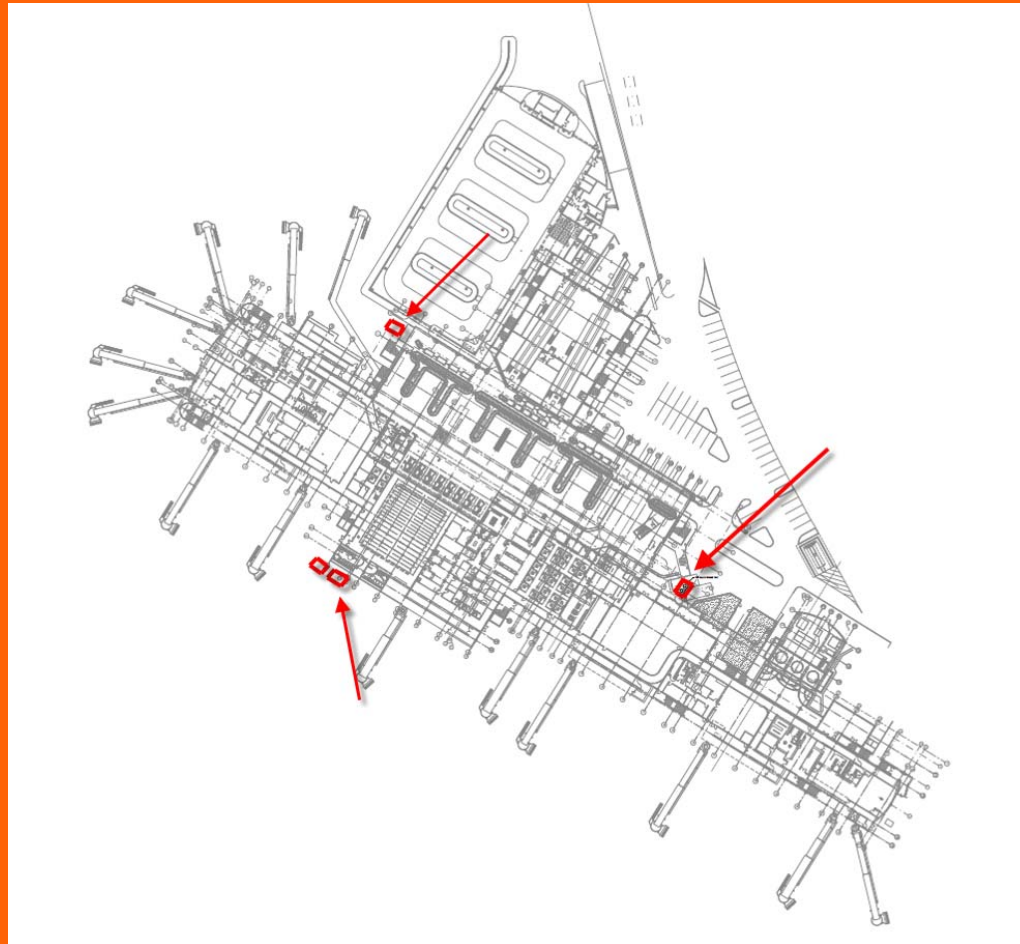


Five (5) 1,200 gallon Grease Interceptors in series on Ramp Level near Loading Dock. Serves Columbia, Potbelly, Panda Express, and Starbucks.



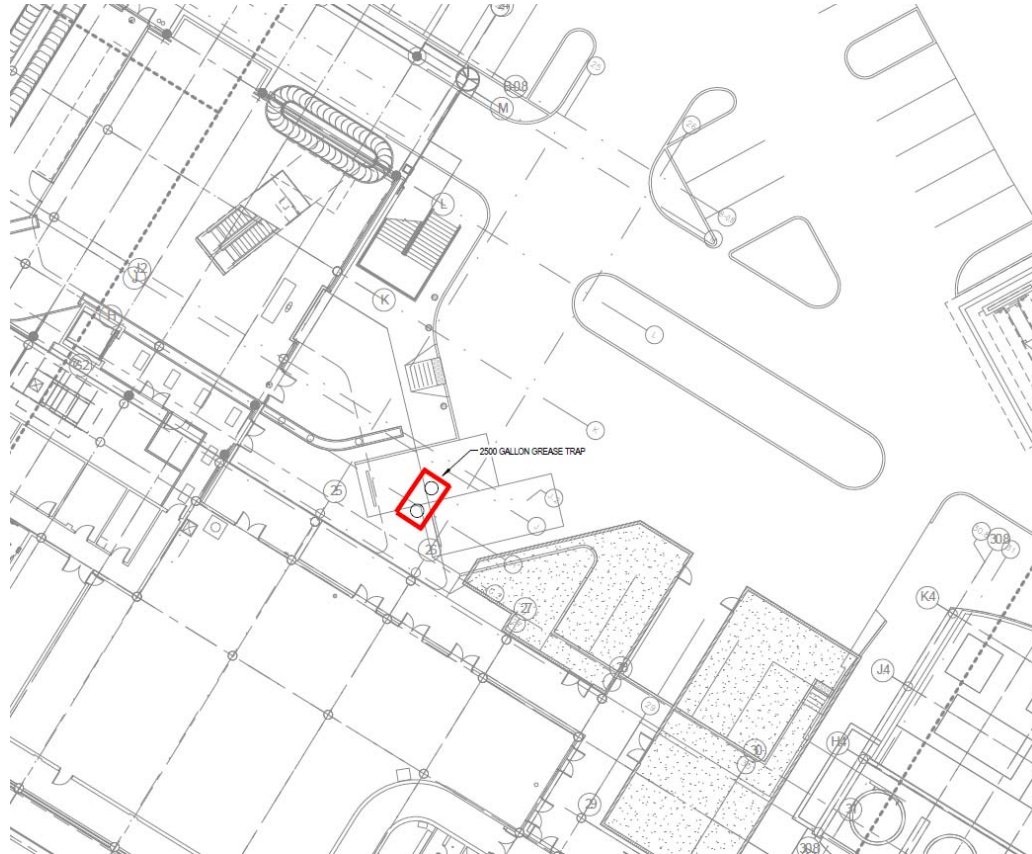
# AIRSIDE F

Locations of new and existing Grease Interceptors



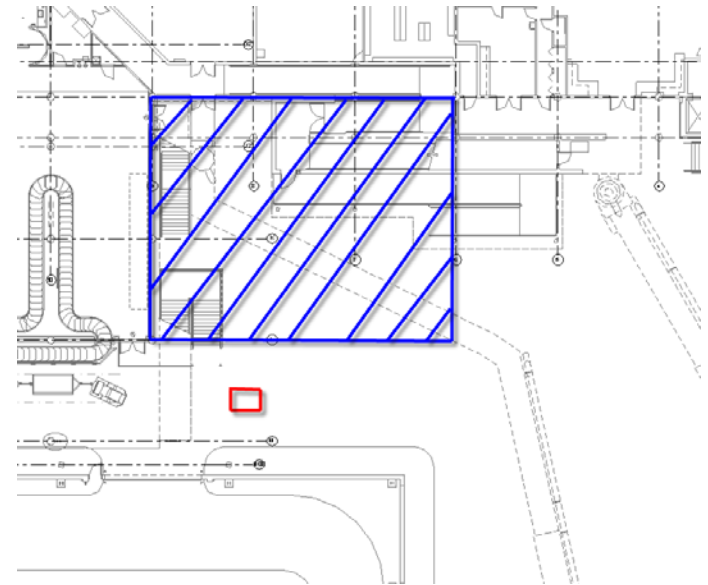
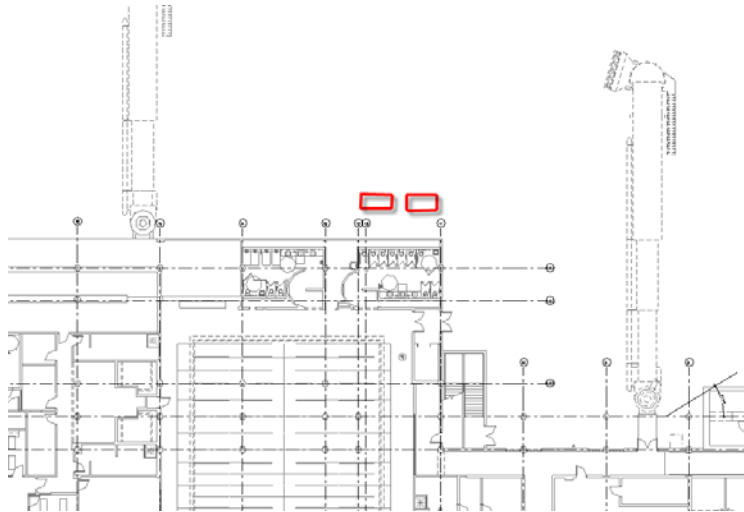
# AIRSIDE F EXISTING GREASE INTERCEPTOR LOCATION

Single 2,500 gallon Grease Interceptor on Ramp Level in truck court serves Marche F.



# AIRSIDE F NEW GREASE INTERCEPTOR AND GREASE TRAP LOCATIONS

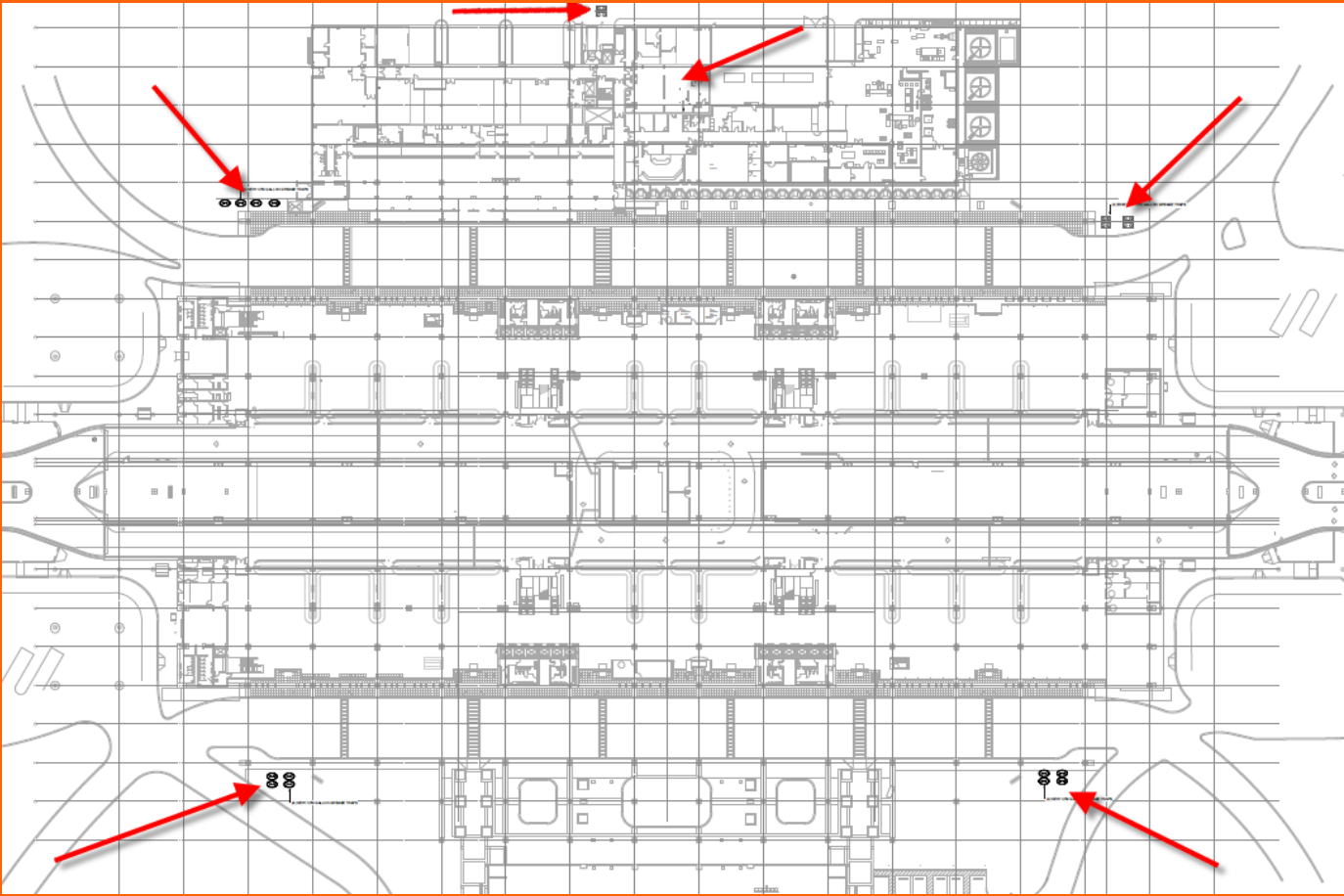
Two (2) 1250 gallon Grease Interceptors on ramp in existing parking area. Serves Mise En Place.



One (1) 275 gallon Grease Trap just outside of tug tunnel. Serves Illy. Located to avoid proposed future expansion of A/S-F Ramp Level.

# MAIN TERMINAL

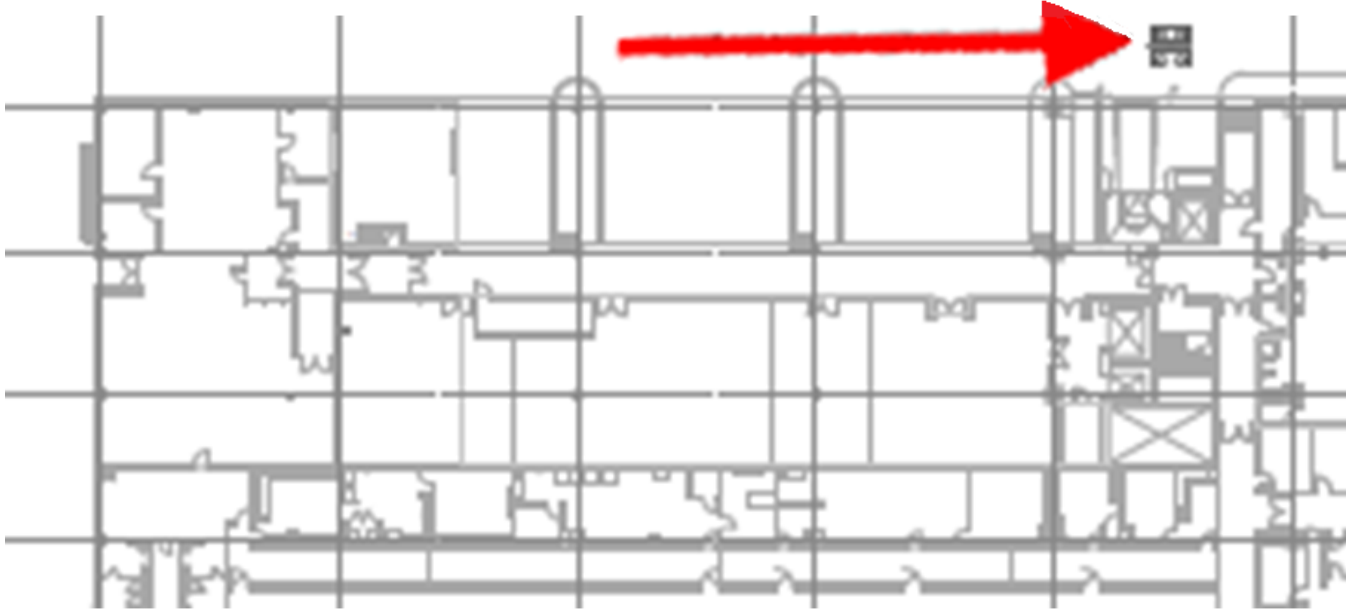
Locations of new and existing Grease Interceptors





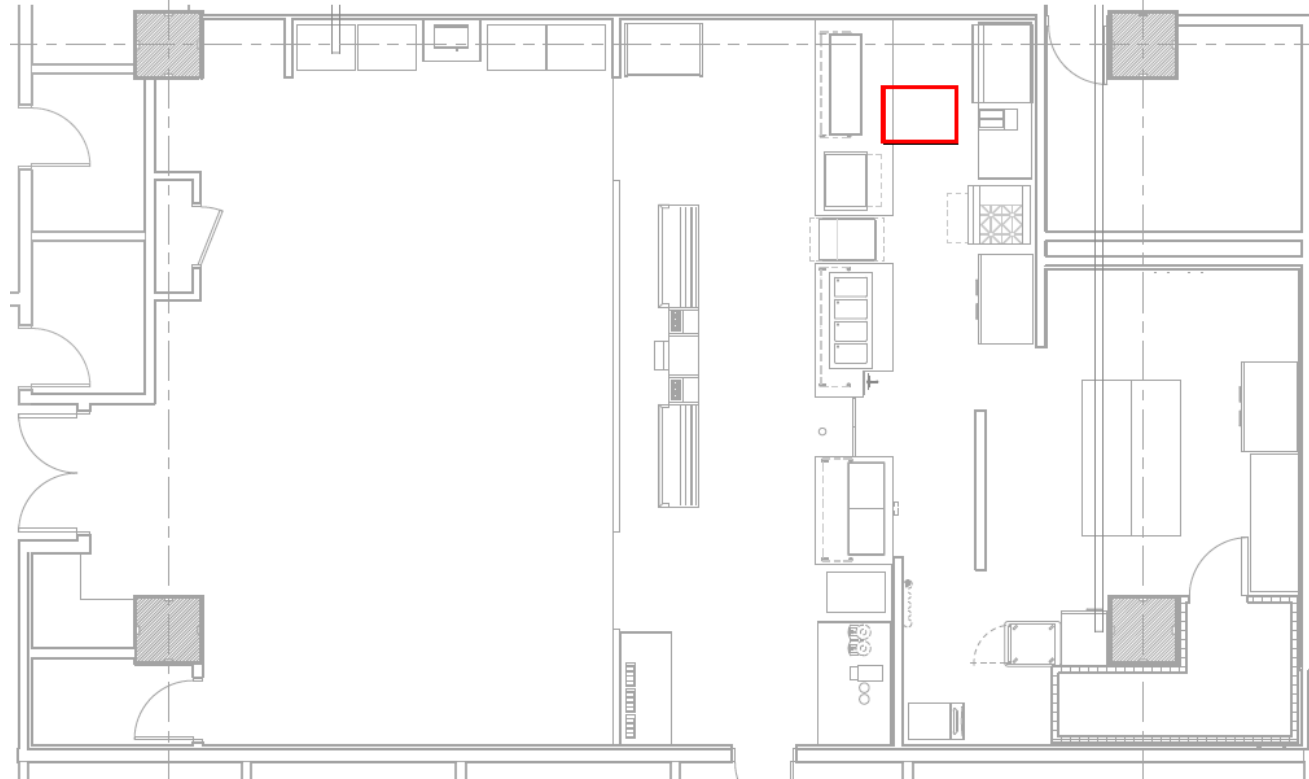
# ADMINISTRATIVE OFFICES BUILDING COMPACTOR GREASE INTERCEPTOR LOCATION

Two (2) 625 gallon Grease Interceptors in series on the service drive adjacent to the compactor of the Administrative Offices Building loading dock.



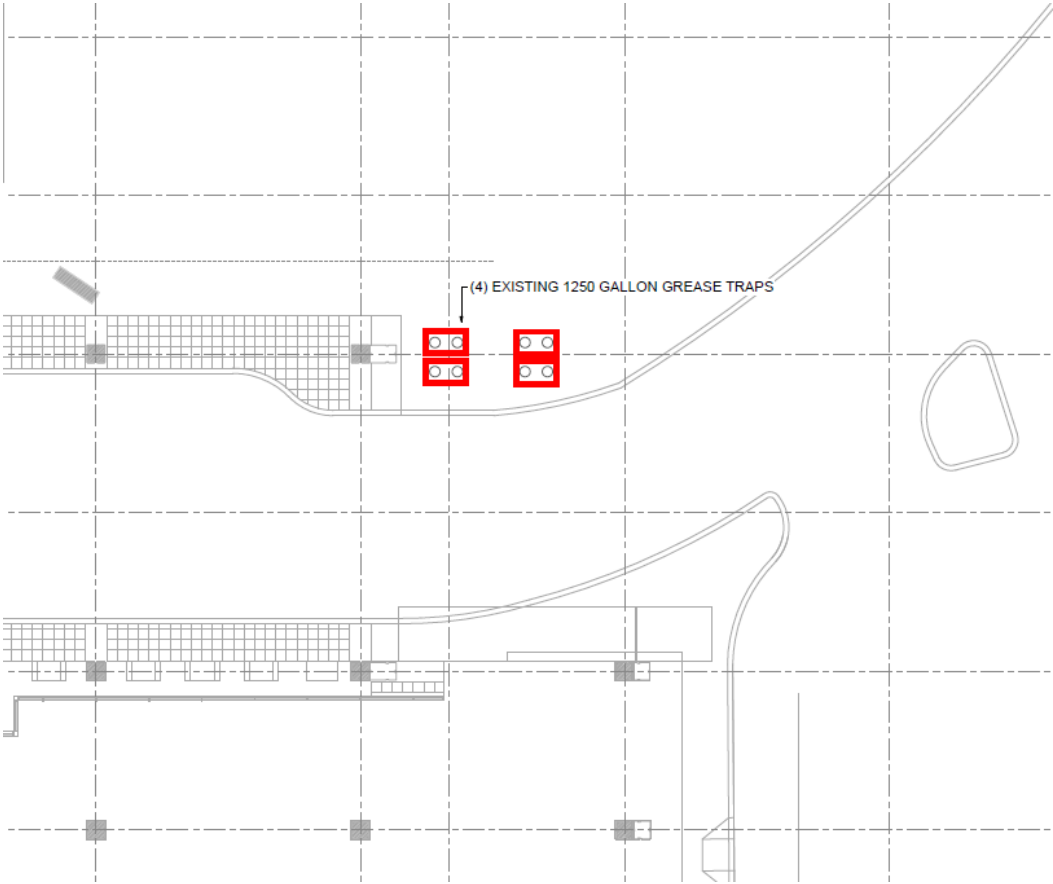
# ADMINISTRATIVE OFFICES BUILDING CAFETERIA EXISTING GREASE TRAP

Single point-of-use 40 gallon Grease Trap located below grade in the kitchen area. Trap located beneath existing lid.



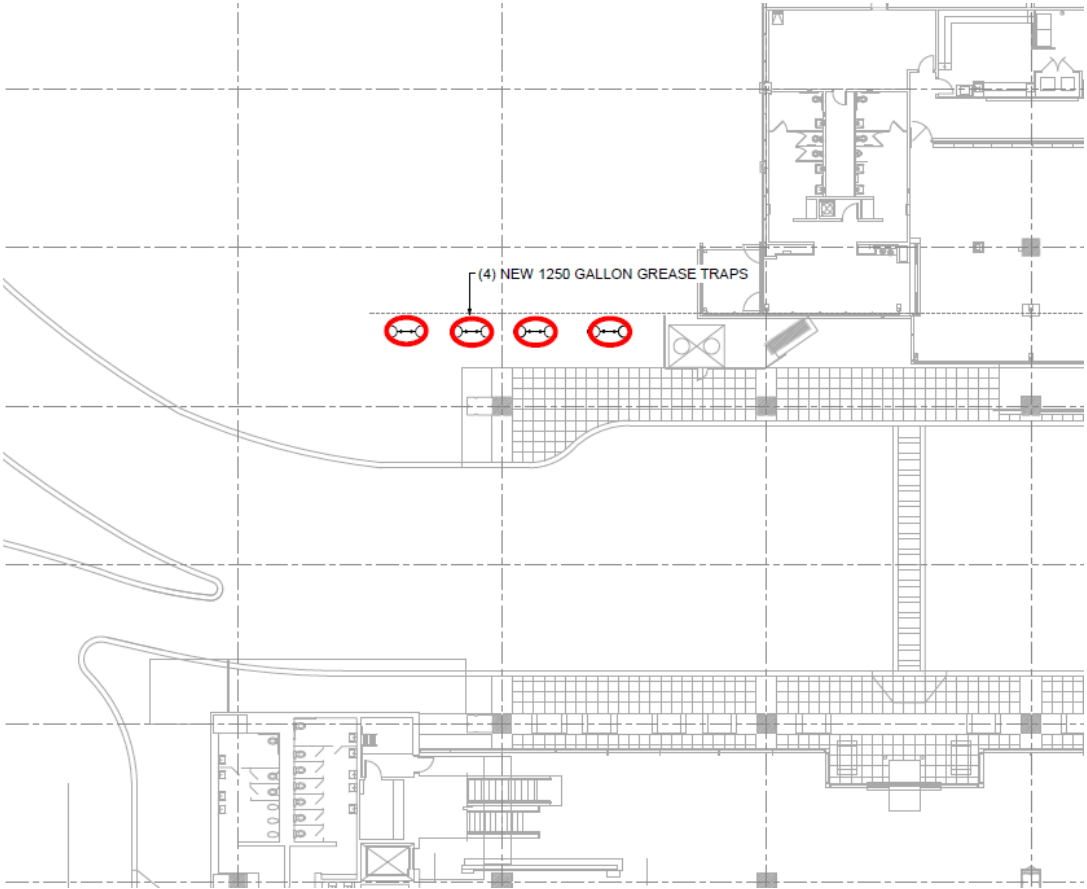
# MAIN TERMINAL EXISTING GREASE INTERCEPTOR LOCATIONS

Four (4) 1,250 gallon Grease Interceptors in series on the Baggage Level North of the Red Side drive aisle (Red 2). Serves Hard Rock Café and Starbucks.



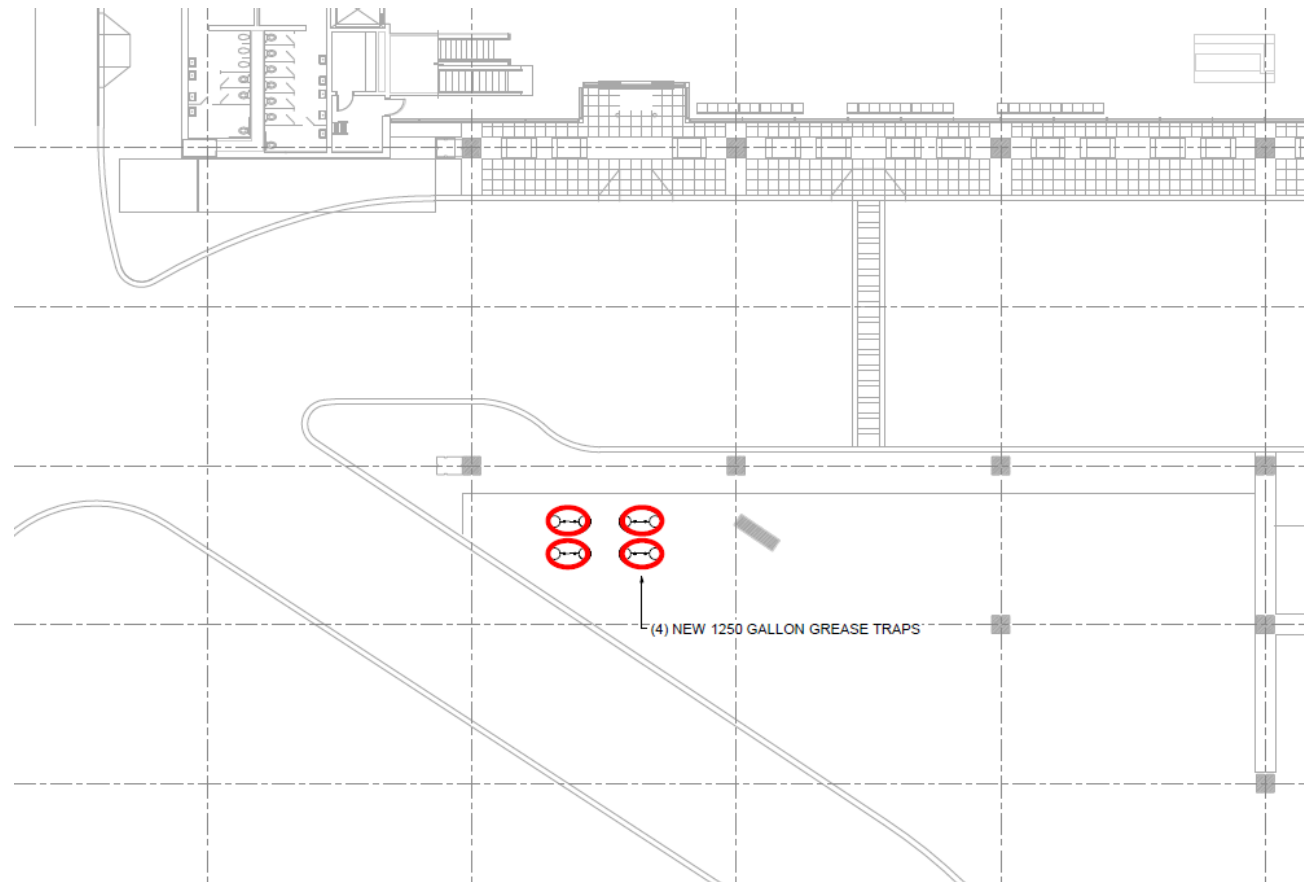
# MAIN TERMINAL NEW GREASE INTERCEPTOR LOCATIONS

Four (4) 1,250 gallon Grease Interceptors in series on the Baggage Level North of the Red Side drive aisle (Red 1). Serves Qdoba, Chick-Fil-A and Wendy's.



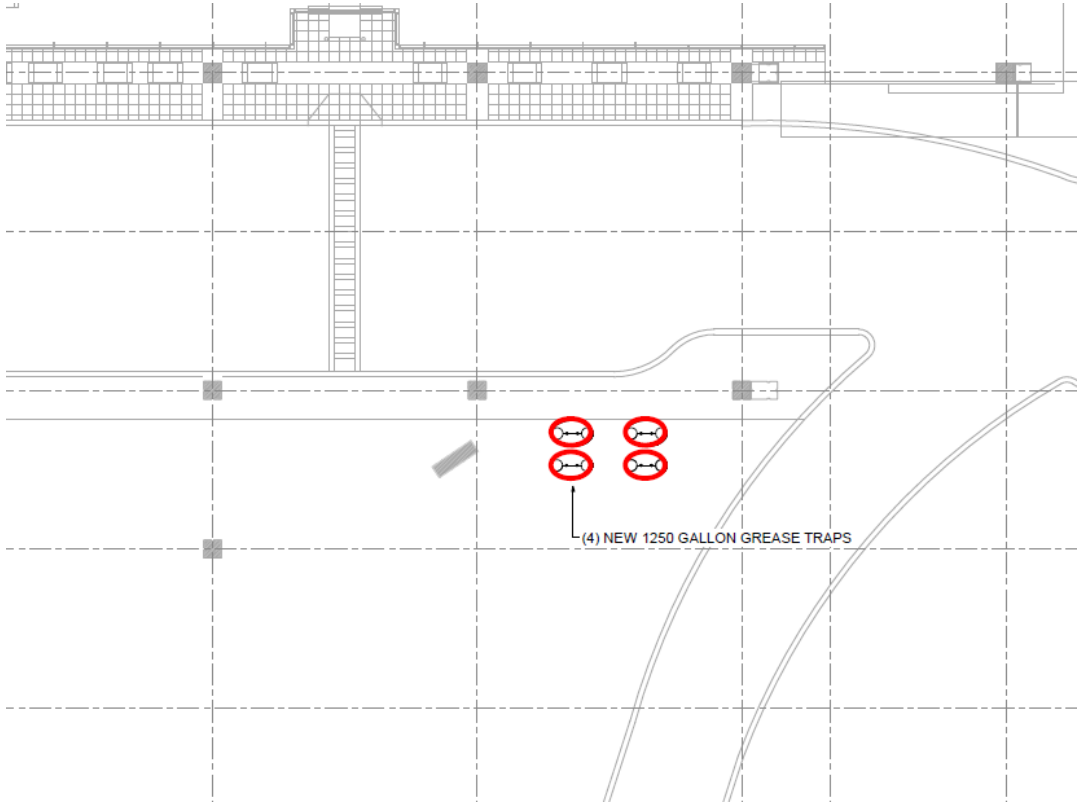
# MAIN TERMINAL NEW GREASE INTERCEPTOR LOCATIONS

Four (4) 1,250 gallon Grease Interceptors in series on the Baggage Level South of the Blue Side drive aisle. Serves potential future concession space.



# MAIN TERMINAL NEW GREASE INTERCEPTOR LOCATIONS

Four (4) 1,250 gallon Grease Interceptors in series on the Baggage Level South of the Blue Side drive aisle. Serves PF Changs.



# AIRCRAFT RESCUE & FIRE FIGHTING FACILITY (ARFF)

Location of existing Grease Trap



# AIRPORT RESCUE & FIREFIGHTING FACILITY (ARFF) EXISTING GREASE TRAP LOCATION

One (1) 100 gallon underground Grease Trap on the ramp side of the ARFF.





Exhibit D  
City of Tampa Grease Ordinance

<http://www.tampagov.net/wastewater/programs/grease-ordinance>



## Grease Ordinance

Our mission is to provide outstanding Wastewater services to our customers while protecting public health and the environment

### Background:

The number one cause of sewer overflows in Tampa is caused by grease blockages. The City of Tampa has implemented an improved grease management program which includes civil fines and education components. A new Grease Management Ordinance has been adopted by the City. It was passed by City Council on November 16, 2006 and became effective on November 21, 2006. The Grease Management Ordinance regulates the disposal of grease by food facilities and grease haulers.

### Purpose:

The purpose of the Grease Management Ordinance is to establish uniform maintenance and monitoring requirements for controlling discharge of grease from food service facilities within the City limits that discharge into the City's treatment works and for regulation of grease haulers operating within the city limits.

### ORDINANCE NUMBER 2006-288

**AN ORDINANCE OF THE CITY OF TAMPA, FLORIDA, CREATING ARTICLE VII OF CHAPTER 26 OF THE CITY CODE RELATING TO GREASE MANAGEMENT; DEFINING TERMS; AUTHORIZING UNIFORM MAINTENANCE AND MONITORING REQUIREMENTS OF FOOD SERVICE FACILITIES FOR CONTROLLING THE DISCHARGE OF GREASE; AUTHORIZING REGISTRATION AND REGULATION OF GREASE HAULERS FOR CONTROLLING THE DISCHARGE OF GREASE; PROVIDING FOR AN APPEAL FOR DENIAL OR REVOCATION OF GREASE HAULER REGISTRATION; AUTHORIZING ESTABLISHMENT OF RATES, FEES AND CHARGES FOR GREASE MANAGEMENT; PROVIDING FOR ENFORCEMENT PROCEDURES AND LEGAL REMEDIES; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Resolution 2005-899, adopted by the City Council of the City of Tampa on July 28, 2005, the City of Tampa entered into a Consent Order with the Environmental Protection Commission of Hillsborough County and the State of Florida Department of Environmental Protection effective August 9, 2005; and

**WHEREAS**, the Consent Order provides in pertinent part that the City will prepare and implement a City of Tampa Grease Management Ordinance. The Ordinance shall include requirements for grease discharge into the sanitary sewer system and monetary penalties for non-compliance with the Ordinance. The City shall review resources necessary to enforce the new Ordinance and budget for additional resources, if necessary, and

**WHEREAS**, it is requested by the Wastewater Department to implement the Grease Management Ordinance.

**NOW, THEREFORE,**

**BE IT ORDAINED BY THE CITY COUNCIL  
OF THE CITY OF TAMPA, FLORIDA:**

**Section 1.** That Article VII of Chapter 26 of the City of Tampa Code shall be created by adding the language as follows:

- Sec. 26-300. Title
- Sec. 26-301. Purpose
- Sec. 26-302. Applicability
- Sec. 26-303. Definitions
- Sec. 26-304. Authority
- Sec. 26-305. Facility inspections
- Sec. 26-306. Grease traps and interceptors
- Sec. 26-307. Grease interceptor and trap enforcement
- Sec. 26-308. Grease haulers
- Sec. 26-309. Fees
- Sec. 26-310. Enforcement
- Sec. 26-311. Additional Criminal Offenses
- Sec. 26-312-26-320. Reserved

Click [here](#) to view entire grease management document in PDF format

View [chapter 9](#) of the City of Tampa Code Ordinances (will open in new window).

## **Article VII. GREASE MANAGEMENT**

### **Sec. 26-300. Title**

This article shall be known and may be cited as the "City of Tampa Grease Management Ordinance."

### **Sec. 26-301. Purpose.**

This article establishes uniform maintenance and monitoring requirements for controlling the discharge of grease from food service facilities discharging into the City's treatment works and for regulation of grease haulers operating within the City limits. The objectives of this Ordinance are:

- (1) To prevent the introduction of excessive amounts of grease into Tampa's treatment works.
- (2) To prevent clogging or blocking of the City's sewer lines due to grease build-up causing sanitary sewer overflows onto streets, into stormwater systems or waterways and into residences and commercial buildings, resulting in potential liability to the City.
- (3) To prevent maintenance and odor problems at wastewater pumping stations due to grease build-up.

- (4) To implement a process to recover costs for any liability incurred by the City for damage caused by grease blockages resulting in sanitary sewer overflows.
- (5) To establish fees for the recovery of costs resulting from the program established herein.
- (6) To register grease haulers operating within the City of Tampa.
- (7) To establish enforcement procedures for violations of this article.

### **Sec. 26-302. Applicability**

(a) The provisions of this article shall apply to all food service facilities discharging into the City's treatment works and to all grease haulers doing business within the City of Tampa.

(b) Where there is a conflict between this article and the Florida Building Code - Plumbing, as amended (current edition), the Florida Building Code - Plumbing, as amended (current edition) shall be applicable.

The City of Tampa currently regulates the improper discharge of grease into water or wastewater pursuant to the Technical Services Manual, August 1998 edition, on file in the Office of the City Clerk which has the full force and effect of an Ordinance pursuant to Section 26-128 of the City of Tampa Code. Where there is a conflict between this article and the Technical Services Manual, as amended, this article shall be applicable.

### **Sec. 26-303. Definitions.**

For the purposes of this article, certain abbreviations, terms, phrases, words and their derivatives shall have the following meanings:

*Director* means the Director of the Wastewater Department or his or her designee.

*Food service facility* or *facility* means any business or food service facility which prepares and/or packages food or beverages for sale or consumption. This does not apply to private residences. Food service facilities may include, but are not limited to, food courts, food manufacturers, food packagers, restaurants, grocery stores, bakeries, lounges, meat markets, hospitals, hotels, nursing homes, churches, schools, cafeterias, delicatessens, coffee shops, concession stands and all other food service facilities not specifically listed above.

*Food service facility owner* or *owner* means in the case of individual food service facilities, the owner or proprietor of the food service facility. Where the facility is a franchise operation, the owner of the franchise is the responsible person or entity. Where the facility is owned by a partnership, corporation, or other type of business entity, the individual who is authorized to legally act on behalf of the business entity under Florida State law shall be the responsible person. Where two or more food service facilities share a common grease interceptor, the owner shall be the individual who owns or assumes control of the grease interceptor or the property on which the grease interceptor is located. Owner shall also mean his or her duly authorized representatives, employees or agents.

*GMP inspector* means a member of the staff of the City's Grease Management Program, designated by the Director to enforce the City of Tampa Grease Management Ordinance.

*Gray water* means all liquid contained in a grease interceptor that lies below the floating grease layer and above the food solids layer.

*Grease* means a material either liquid or solid, composed primarily of fats, oils or grease from animal or vegetable sources.

*Grease hauler* means a person who collects the contents of a grease interceptor or trap and transports it to an approved recycling or disposal facility.

*Grease interceptor* means an interceptor whose rated flow exceeds 50gpm or has a minimum storage capacity of 750 gallons or more and is a device located underground and outside of a facility. It is designed to collect, contain or remove food wastes or grease from the wastewater while allowing the balance of the liquid waste to discharge to the wastewater collection system by gravity.

*Grease trap* means an interceptor whose rated flow is 50gpm or less and is a device located inside a facility and/or under a sink designed to collect, contain, or remove food wastes and grease from the wastewater while allowing the balance of the liquid waste to discharge to the wastewater collection system by gravity.

*Notice of Violation (NOV)* means a written notice informing a food service facility owner or grease hauler that a violation of the City of Tampa Grease Management Ordinance has occurred.

*Registered hauler* means a grease hauler registered with the City of Tampa in accordance with this article who is authorized to perform inspection, cleaning, and grease disposal for food service facilities.

*Sanitary facilities* mean bathrooms, bathroom fixtures, bathroom groups, hand sinks or other similar fixtures or facilities.

*Treatment Works* mean any part of the City's wastewater system as defined in Section 26-117 of the City of Tampa Code.

#### **Sec. 26-304. Authority**

(a) Pursuant to Sections 1-14 and 26-5(3) of the City of Tampa Code, the Director, or his or her designees shall have the power, duty and responsibility to administer and enforce the provisions of this article.

(b) Pursuant to Chapter 9 of the City of Tampa Code and Chapter 162, Florida Statutes, the Director or his or her designees, such as GMP inspectors, shall have full authority and be designated as code inspectors.

#### **26-305. Facility inspections.**

(a) Entry. Pursuant to Section 1-16 of the City of Tampa Code, each facility shall allow the Director or his or her designee's the right of entry upon real property for the purpose of inspection, observation, records examination, measurement, and sampling in accordance with the provisions of this article.

(b) Inspections. The GMP inspector shall inspect food service facilities on either an unannounced or scheduled basis to verify continued compliance with the requirements of this article. The GMP inspector shall inspect all grease traps or interceptors, plumbing connections, the logbook and file, other pertinent data or take samples as necessary. The GMP inspector shall record all observations in a written report. Any deficiencies shall be noted, including but not limited to:

a. Failure to properly maintain the grease interceptor or trap in accordance with the provisions of this article.

b. Failure to report changes in operations, or wastewater constituents and characteristics.

c. Failure to maintain logs, files, records or access for inspection or monitoring activities.

d. Inability of existing grease interceptor or trap to prevent discharge of grease into the City's treatment works. e. Any other inconsistency with or violation of this article.

(c) Re-inspections. The GMP inspector shall inspect any repairs, replacements or other deficiencies and shall provide written notice of compliance or noncompliance. In the event of continuing noncompliance, re-inspections will be performed.

## **Sec. 26-306. Grease traps and interceptors.**

(a) Permit Required. Any food service facility that intends to erect, install, enlarge, alter, repair, remove, convert or replace any grease trap or interceptor is required by Section 5-105 "Permits" of the City of Tampa Code to make application to the building official and obtain the required permit. The facility shall submit with its permit application the appropriate design criteria in accordance with the Florida Building Code - Plumbing, as amended (current edition).

(b) Requirements. All food service facilities are required to have a grease interceptor or trap properly installed in accordance with any and all applicable requirements of the Florida Building Code - Plumbing, as amended (current edition).

(1) New facilities. On or after the effective date of the City of Tampa Grease Management Ordinance, food service facilities which are newly proposed or constructed, or existing food service facilities which will be expanded or renovated to include a food service facility, where such a food service facility did not previously exist, shall be required to install a grease interceptor or trap according to the requirements of the Florida Building Code - Plumbing, as amended (current edition) and to operate and maintain the grease interceptor or trap according to the requirements contained in this article.

(2) Existing facilities. Food service facilities existing prior to the date of the City of Tampa Grease Management Ordinance shall be permitted to operate and maintain existing grease interceptors or traps provided their grease interceptors or traps are in good operating condition. The City may require an existing facility to install a new grease interceptor or trap that complies with the requirements of the Florida Building Code - Plumbing, as amended (current edition) or to modify or repair any noncompliant plumbing or existing grease interceptor or trap when any one or more of the following conditions exist:

a. The facility is found to be contributing grease in quantities sufficient to cause line stoppages or necessitate increased maintenance on the wastewater collection system.

b. Grease concentrations exceed 400 mg/l on wastewater effluent as determined by sampling performed by the GMP inspector.

c. The facility does not have a grease interceptor or trap.

d. The facility has an irreparable or defective grease interceptor or trap.

e. Remodeling of the food preparation or kitchen waste plumbing system is performed which requires a plumbing permit to be issued by the City of Tampa.

f. The facility is sold or undergoes a change of ownership.

g. The facility does not have plumbing connections to a grease interceptor or trap in compliance with the requirements of this article.

(c) Plumbing connections. Grease interceptors or traps shall be installed in accordance with Florida Building Code - Plumbing, as amended (current edition). Wastewater from sanitary facilities shall not be introduced into the grease interceptor or trap under any circumstances.

(d) Records maintenance. Each food service facility shall maintain a bound logbook in which a record of all interceptor maintenance is entered. Maintenance information shall include, but not be limited to, date and time of the maintenance, estimated gallonage removed from interceptor or trap, any defects in the grease interceptor or trap, details of any repairs required and dates of repair completion, changes in operations, or wastewater constituents and characteristics, receipts from grease haulers, plumbers, parts suppliers, etc., and any other records pertaining to the interceptor. This logbook shall be made available for review upon request. Records shall be maintained for a period of three years. Each facility shall provide, upon request of the GMP Inspector within 10 days, drawings of sufficient detail to depict the plumbing layout of the facility.

(e) Grease interceptors. Grease interceptors shall be designed and installed in accordance with the Florida Building Code - Plumbing, as amended (current edition) and shall be operated and maintained as follows:

(1) Pumping and maintenance. Each food service facility shall be responsible for the costs of pumping, cleaning, and maintaining its grease interceptor. All food service facilities that have grease interceptors shall utilize a registered grease hauler. Pumping services shall include the complete removal of all contents, including floating materials, gray water, bottom sludge, and solids from the interceptor. Grease interceptor cleaning shall include scraping excessive solids from the walls, floors, baffles, and all piping. It shall be the responsibility of the grease hauler to inspect an interceptor during, or immediately after the pumping procedure to ensure that the interceptor is clean and that all fittings and fixtures inside the interceptor are in working condition and functioning properly. If the interceptor is not functioning properly, the grease hauler shall notify the owner in writing. The notice shall include a sufficient description of the malfunction.

(2) Interceptor pumping frequency. Each food service facility shall have its grease interceptor pumped according to the following criteria: a. When the settled solids layer exceeds the invert of the outlet pipe (typically eight inches in depth), or; b. When the total volume of captured grease and solid material displaces more than twenty-five percent (25%) of the capacity of the interceptor, or; c. When the interceptor is not retaining or capturing oils and greases.

(3) Inspection. Grease interceptors shall be inspected by a GMP inspector as necessary to assure compliance with this article.

(4) Disposal. Wastes removed from each grease interceptor shall be disposed of at a facility permitted to receive such wastes. Grease, solid materials, or gray water removed from interceptors shall not be returned to any grease interceptor, private sewer line or to any portion of the City's treatment works, except for food service facilities that use a two compartment pump truck where the compartments are fully separate with their own valve system, so there is no cross contamination between the gray water with the solids and grease. With this type of equipment, gray water may be re-introduced back into the interceptor as long as the wastewater effluent grease concentrations do not exceed 400 mg/l.

(f) Grease traps. Grease traps shall be installed in accordance with the Florida Building Code - Plumbing, as amended, (current edition) and shall meet the following criteria:

(1) Flow control device. Grease traps shall be equipped with a device to control the rate of flow through the unit. The rate of flow shall not exceed the manufacturers rated capacity recommended in gallons per minute for the unit. Each food service facility is responsible for maintaining appropriate flow control devices.

(2) Venting. The flow-control device and the grease trap shall be vented in accordance with the Florida Building Code - Plumbing, as amended (current edition). The vent shall terminate not less than six inches above the flood-rim level or in accordance with the manufacturer's instructions. Each food service facility is responsible for maintaining appropriate venting of the grease trap.

(3) Cleaning and maintenance. Each food service facility shall be solely responsible for the cost of grease trap cleaning and maintenance. Each facility may contract with a registered grease hauler or it may develop a written protocol and perform its own grease trap cleaning and maintenance procedures. Cleaning and maintenance must be performed when the total volume of captured grease and solid material displaces more than twenty-five percent (25%) of the total volume of the grease trap. Each facility shall determine the frequency at which their grease trap shall be cleaned, but all grease traps shall be opened, inspected, cleaned, and maintained at a minimum of once per week.

(4) Inspection. Grease traps shall be inspected by a GMP inspector as necessary to assure compliance with this article and to assure proper cleaning and maintenance is being performed.

(5) Disposal. Grease and solid materials removed from a grease trap shall be removed by a registered grease hauler unless the grease is in a solid, dry form, mixed with an oil absorbent in an enclosed bag or container, and does not exceed five (5) pounds.

(g) Additives. Any chemicals, enzymes, emulsifiers, live bacteria or other grease cutters or additives, used for the purpose of grease reduction shall, be approved by the GMP inspector prior to their addition to grease interceptors or traps. Applicable information concerning the composition, frequency of use and mode of action of the proposed additive shall be sent to the City together with a written statement outlining the proposed use of the additive(s). The City may request a sampling port installed by the food service facility at the facility's expense to demonstrate the additive will work. The City, upon evaluation of all of the information received, shall permit or deny the use of the additive in writing. Permission to use additives may be withdrawn by the City at any time.

(h) Alternative grease removal devices or technologies. Alternative devices and technologies such as automatic grease removal systems shall be subject to written permission by the Director prior to installation. Permission to use the device shall be based on demonstrated and proven removal efficiencies and reliability of operation. The City may permit these types of devices depending on manufacturer's specifications on a case-by-case basis. The food service facility may be required to furnish analytical data demonstrating grease removal effectiveness, or perform effluent monitoring. Permission to use alternative devices and technologies may be withdrawn by the City at any time.

### **Sec. 26-307. Grease interceptor and trap enforcement**

(a) Whenever the GMP inspector determines that a grease interceptor or trap is in need of pumping, repairs, maintenance, or replacement, enforcement shall be as follows:

(1) Notice of Violation (NOV). The GMP inspector conducting the inspection shall immediately notify the food service facility owner that a violation exists and issue the owner a NOV stating the nature of the violation.

(2) Inspection and Re-inspection. If a grease interceptor or trap has to be re-inspected because of deficiencies found during a previous inspection, and all of the deficiencies have been corrected, there shall be no charge for the re-inspection. If all of the deficiencies have not been corrected, a re-inspection fee shall be charged to the food service facility.

(3) Sampling fees. Fees for any sampling and analysis of wastewater discharges deemed necessary for the protection of the treatment works shall be charged to the food service facility owner in the amount per sampling event.

(4) Pump-out and cleaning. A violation involving the lack of proper cleaning and maintenance of a grease trap shall require the food service facility owner to clean out the trap(s) within twenty-four (24) hours of the NOV. If interceptor pumping frequency is not being met, the owner shall be required to have the interceptor pumped out within seventy-two (72) hours of the NOV.

(5) Repairs and Replacement. The food service facility owner shall be responsible for the cost and scheduling of all repairs to or replacement of its grease interceptor(s) or trap(s). Repairs and replacements required by a GMP inspector shall be completed within a reasonable time as established in written guidelines prepared by the Director. The time for corrective action shall commence on the date of receipt of the NOV. Written guidelines shall include provisions for time extensions if the owner responds with an acceptable plan for rectifying the situation.

(6) Noncompliance. If the food service facility owner continues to violate the provisions set forth in this article, or fails to initiate or complete corrective action in response to a NOV, or a City approved plan to rectify a violation, the Director may pursue one or more of the following options at the Director's sole discretion: a. Pump the grease interceptor and seek reimbursement of the costs from the food service facility owner. b. Assess further inspection fees as provided. c. Terminate sanitary sewer service as provided in Section 26-52 of the City of Tampa Code. d. Refer any violation by any food service facility or, its owner for enforcement for any or all applicable remedies.

## Sec. 26-308. Grease haulers

(a) Grease hauler registration. Any person, firm, or business desirous of collecting, pumping, or hauling grease interceptor or trap wastes from businesses located within the City limits shall be required to register with the City. It shall be unlawful for any grease hauler to clean or pump out grease interceptors or traps within the City limits without being registered. Registrations shall be effective for a period of three years. The registration required by the City shall be in addition to any other permits, registrations, or occupational licenses required by federal, state, and local agencies having lawful jurisdiction. The registration is not transferable. The Director shall issue stickers to all City of Tampa registered grease haulers. The stickers shall be displayed in a visible location on all vehicles used to clean interceptors or traps.

(1) Application. To register with the City, a grease hauler shall submit a completed application form to the Director. The Director shall approve, deny, or approve with conditions all applications by written notice within forty-five (45) calendar days of the City's receipt of the completed application form. The grease hauler shall be registered prior to providing grease hauling services within the City limits. The application shall require, but not be limited to, the following information:

a. List of all trucks or vehicles used to clean interceptors or traps, which include vehicle make, model, year, identification number, color, tank capacity, proof of insurance, and tag number.

b. List of all drivers or personnel used to clean interceptors or traps, including proof of valid driver's licenses.

c. List of all disposal sites.

(2) Information Update. Registered grease haulers shall update application information annually from date of issuance of registration.

(3) Registration renewal. An application for registration renewal shall be submitted on the appropriate renewal form at least forty-five (45) calendar days prior to the expiration date of the existing registration by each applicant wishing to provide grease hauling services in the City limits

(b) Spill reporting. Any accident, spill, or other discharge of grease, solids or gray water, which occurs within the City, shall be reported to the City of Tampa Wastewater Department by the grease hauler as soon as possible but not longer than twenty-four (24) hours after the incident. The grease hauler shall comply with all procedures and reporting requirements contained in federal, state and local regulations. The grease hauler shall be responsible for all clean-up procedures and costs.

(c) Record keeping. Grease haulers shall retain and make available for inspection and copying, all records related to grease interceptor or trap pumping and grease disposal. A City of Tampa grease hauler manifest or approved form shall be required to be signed by the grease hauler certifying the accuracy of the information on the manifest. The manifest shall include, but not be limited to, name, location, date and time of the facility serviced, estimated gallonage removed from interceptor or trap, disposal times, dates, locations, and amounts. These records shall remain available for a period of at least three (3) years. The failure to provide information to the City within ten (10) days of a written request is a violation of this article.

(d) Vehicle inspection. Grease haulers shall permit the City to inspect grease hauler's registered vehicles.

(e) Disposal. Wastes removed from each grease interceptor or trap shall be disposed of at a grease disposal facility permitted to receive such wastes. Grease, solid materials, or gray water removed from interceptors or traps shall not be returned to any grease interceptor, trap, private sewer line, or to any portion of the City's treatment works, except for food service facilities that use a two compartment pump truck where the compartments are fully separate with their own valve system, so there is no cross contamination between the gray water with the solids and grease. With this type of



equipment, gray water may be re-introduced back into the interceptor as long as the wastewater effluent grease concentrations do not exceed 400 mg/l.

(f) Grease hauler enforcement. Enforcement actions against grease haulers in violation of this article shall be as follows:

(1) Notice of violation (NOV). A NOV will be issued to any grease hauler who is found to be in non-compliance with this article. Response to this NOV must be received by the City within ten (10) calendar days of its receipt by the grease hauler. The grease hauler will be required to describe how the violation occurred, verification that the violation has been corrected, and shall provide assurance that steps will be taken to prevent the re-occurrence of the violation.

(2) Registration revocation. Any registration issued pursuant to the provisions of this article may be modified, suspended or revoked in whole or in part during its term for cause shown including, but not limited to any one of the following:

- a. Falsification of any information,
- b. Discharging any grease, liquid, or solid waste into a non-authorized location, or
- c. Failing to comply with this article.

### **Sec. 26-309. Fees**

Fees associated with this article will be established pursuant to the provisions of Section 26-31 of the City of Tampa Code.

### **Sec. 26-310. Enforcement.**

(a) Search or Inspection warrant. The Director, through the City Attorney, may seek to obtain a search or inspection warrant from the appropriate authority to gain access to a facility for the purposes of inspection and monitoring if such lawful entry under Section 26-305(a) of this article has been denied by the owner.

(b) Referral to Code Enforcement Board. The Director may enforce the violation of any provision of this Ordinance against an owner or grease hauler, pursuant to and in the manner provided by Chapter 9 of the City of Tampa Code and the provisions of Chapter 162, Florida Statutes.

(c) Injunctive and other relief. The Mayor, through the City Attorney, may file a petition in the name of the City in the Circuit Court of the County or such other courts as may have jurisdiction seeking the issuance of an injunction, damages, or other appropriate relief to enforce the provisions of this article or other applicable law or regulation.

(d) Recovery of damages. When the discharge from a food service facility causes an obstruction, damage, or any other impairment to the treatment works, or causes any expense, fine, penalty, or damage of whatever character or nature to the City, the Director shall invoice the owner for same incurred by the City. If the invoice is not paid, the Director shall notify the City Attorney to take such actions as shall be appropriate to seek reimbursement.

(e) Remedies nonexclusive. The remedies provided for in this Ordinance are not mutually exclusive. The Director may take any, all, or any combination of these actions against a noncompliant person.

(f) Appeal of revocation or denial of grease hauler registration. Any revocation or denial of grease hauler registration may be appealed in accordance with Section 1-19 of the City of Tampa Code. The appellate officer designated to hear these matters shall be the Administrator of Public Works & Utilities Services. The grease hauler shall have fifteen (15) days from receipt of written notice of denial or revocation of the registration to file an appeal. Failure of the grease hauler to file an appeal within the fifteen (15) day time limit shall constitute acceptance of the decision to deny or revoke the registration.

**Sec. 26-311. Additional Criminal Offenses.**

(a) Damage to City property. Pursuant to Section 1-21 of the City of Tampa Code, it is unlawful for any person to maliciously, willfully or negligently, break, damage, destroy, deface, tamper with, or remove any city property.

(b) Falsifying information. Any person who knowingly makes any false statements, representation, or certification in any application, record, report, plan, or other document filed or required to be maintained pursuant to this article, or who falsifies, tampers with or knowingly renders inaccurate any monitoring device or method required under this article, shall, upon conviction, be subject to a penalty in an amount not to exceed \$500.00, or by imprisonment for not more than sixty (60) days, or by both. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense.

**Sec's. 26-312-26.320. Reserved**

Section 2. That should any part of the Ordinance be declared invalid by a court of competent jurisdiction, then the remaining parts hereof shall not in any way be affected by such a determination as to the invalid part.

Section 3. That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any conflict.

Section 4. That this ordinance shall take effect immediately upon becoming law.

**PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA ON  
NOVEMBER 16, 2006 ORDINANCE EFFECTIVE NOVEMBER 21, 2006**

**EXHIBIT E  
SAMPLE WORK ORDER**

Work Order for Extra Work  
Hillsborough County Aviation Authority  
Grease Drainage System Preventative Maintenance Contract  
Property Maintenance Unlimited, Inc. DBA GreaseCorp

1. Work Order No.:
2. Work Order Title:
3. Authorization for Payment  
Purchase Order No.:  **OR**  Purchasing Card Number provided

**NOTE:** The Purchase Order number must be entered above or Purchasing Card number provided to Company prior to signing this Work Order and prior to beginning work.

4. Contract Amount Summary

Extra Work Not-To-Exceed Amount	\$
Spend-to-Date	- \$
Subtotal	\$
Projected spend for this Work Order	- \$
Remaining Contract Amount	\$

5. Extra Work Information
  - A. Purpose of Extra Work:
  - B. Extra Work Description:
  - C. Extra Work Scope of Work and Deliverables:

6. Schedule and Costs

- A. Extra Work Schedule/Timeline  
*Clearly outline the deliverables and the time it will take to complete each deliverable.*

Task Number	Deliverable	Due Date
1.		
2.		
3.		
4.		

5.		
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B. Total Cost of Extra Work  
Provide the costs in U.S. dollars.

Expenditure	Totals
Extra Work Cost	
Hourly Service Rate	\$
Number of hours to complete Extra Work	x
Total Extra Work Cost	\$
Reimbursable Costs (as applicable)	
Obsolete parts	\$
Other:	\$
Other:	\$
Total Projected Reimbursable Cost	\$
<b>Total Projected Extra Work Cost (Extra Work Cost and Reimbursable Costs)</b>	<b>\$</b>

C. Reimbursable Costs:  
*Provide an explanation for all projected reimbursable costs listed in Item B above.*

7. Payment

Payment will be made in full upon completion of the project by Company and acceptance by Authority.

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**Company acknowledges the acceptance of this Work Order and has received a Purchase Order number or a PCard number.**

Company:

Date:

Authorized Official:

Name:

Title:

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

