

Hillsborough County Aviation Authority

ELEVATOR, ESCALATOR, DUMBWAITER, AND MOVING WALKWAYS INSPECTIONS
CONTRACT

COMPANY: AMERICAN TESTING AND INSPECTIONS SERVICES, LLC DBA ATIS
ELEVATOR INSPECTIONS, LLC

Term Date: March 4, 2021 through March 3, 2024

Board Date: March 4, 2021

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HILLSBOROUGH COUNTY AVIATION AUTHORITY
Elevator, Escalator, Dumbwaiter, and Moving Walkways Inspections

This Contract for Elevator, Escalator, Dumbwaiter, and Moving Walkways Inspections (hereinafter referred to as Contract) is made and entered into this ___ day of _____ 2021 between the Hillsborough County Aviation Authority, a public body corporate 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 American Testing and Inspections Services, LLC dba ATIS Elevator Inspections, LLC, a Missouri company, 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. **Accounts Payable:** The unit within Authority Finance Department that deals with accounts payable.
- B. **Administrative Offices Building:** The two-level building between the Main Terminal and the Marriott Hotel housing many of the Airport's management offices on the second floor.
- C. **Airport:** Tampa International Airport.
- 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. **Annual Fixed Fee:** The annual agreed upon amount the Authority will pay Company during a Contract Year for Services performed in accordance with the Contract.
- F. **Annual Inspections:** Standard inspections and testing, to include escalator sidewall friction testing, performed for the various elevator, escalator, dumbwaiters, and moving walkways located at Tampa International and Tampa Executive Airports.
- G. **Atrium:** A four story enclosed space connected to the SkyCenter One Office Building with a rooftop terrace.

- H. **Authority Business Days:** 8:00 a.m. to 5:00 p.m., Eastern Time Zone, Monday through Friday, with the exception of Authority holidays.
- I. **Automated People Mover (APM) Maintenance Building:** The structure located between the Economy Parking Garage and the Rental Car Center to support maintenance and repair of the APM shuttle trains.
- J. **Automated People Mover (APM) Stations:** The areas that are adjacent to the Main Terminal, Economy Parking Garage, and the Rental Car Center to support the boarding and exiting of the public from the APM shuttle trains servicing those areas.
- K. **Board:** The Hillsborough County Aviation Authority Board of Directors.
- L. **CEO:** The Hillsborough County Aviation Authority Chief Executive Officer.
- M. **Company:** The firm awarded the contract to perform the services as specified in Exhibit A, Scope of Work.
- N. **Contract Documents:** The following documents are a part of this Contract and are hereby incorporated by reference: the terms and conditions as contained in this Contract; Invitation to Bid (ITB) No. 105024, Elevator, Escalator, Dumbwaiter, and Moving Walkways Inspections, dated December 16, 2020, and all its addenda; and Company's response to ITB No. 105024, Elevator, Escalator, Dumbwaiter, and Moving Walkways Inspections, and any subsequent information submitted by Company during the evaluation process.
- O. **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.
- P. **Contract Year:** The period of time from the Contract effective date to the anniversary of the Contract effective date for the full term of the Contract, including renewal years.
- Q. **Corporate Representative:** The individual employee of Company responsible for monitoring this Contract and coordinating support at the corporate level to ensure compliance with the terms and conditions of this Contract.
- R. **Director of Maintenance:** Authority's senior-level executive responsible for all matters regarding Airport maintenance.

- S. **Economy Parking Garage:** The five-level structure located south of the Main Terminal and east of the U.S. Post Office providing public parking at economy rates.
- T. **Extra Work:** Tasks not included in the Annual Inspections that are found by the Authority to be necessary to provide the Services within the Scope of Work.
- U. **FAA:** The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.
- V. **Long Term Parking Garage:** The eight levels of the structure located south of the Main Terminal which is connected to the Main Terminal via pedestrian walkway.
- W. **Main Terminal:** The nine-level structure that, as of the Effective Date, contains baggage claim, airline ticket counters and transfer level with Authority management and executive offices, and the six short-term parking levels.
- X. **Personnel:** Individuals who are directly employed or contracted by Company to perform the Services at the Tampa International and Tampa Executive Airports.
- Y. **Project Manager:** The individual employed or contracted by Company to be responsible for coordinating and overseeing Personnel including Technician(s) performing the annual inspections with regard to the Services performed, the manner of performance, and Authority satisfaction with performance levels.
- Z. **Rental Car Center:** The structure located south of the Economy Parking Garage and APM Maintenance Building that houses on-Airport rental car companies.
- AA. **Services:** The services as detailed in Exhibit A, Scope of Work.
- BB. **SkyCenter One Office Building:** A Class A, multi-tenant office building located at Tampa International Airport south of the Main Terminal.
- CC. **Short Term Parking Garage:** The six level public parking garage located above the Main Terminal.
- DD. **Technician:** Individual who possess a current license for Certified Elevator Inspector issued by the State of Florida, Department of Business & Professional Regulation, Division of Elevator Safety, and who is assigned by Company to perform the inspections, as detailed in Exhibit A, Scope of Work.
- EE. **TSA:** The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

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, Equipment List
- C. Exhibit C, Pricing Schedule
- D. Exhibit D, Scrutinized Company Certification

ARTICLE 2

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 the 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 Extra Work. All such changes will be done by written Work Order, in a form acceptable to Authority and signed by the Director of Maintenance or designee. Upon receipt of an Authority approved written Work Order, Company will perform the work or Extra Work.

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 March 4, 2021 and will continue through March 3, 2024 unless terminated earlier as provided herein.

3.03 Commencement of Fees and Charges

All fees and charges hereunder will commence on April 1, 2021 and will continue for the term of this Contract.

3.04 Commencement of Operations

Company will begin providing inspections no later than April 1st and will continue through until completion, which will be no later than May 31st of each calendar year for the term of this Contract.

3.05 Renewal Option

This Contract may be renewed at the same terms and conditions hereunder for two, one year periods at the discretion of the CEO. Such renewal will be effective by issuance of a written letter to Company by CEO. If all such renewals are exercised, this Contract will have a final termination date of March 3, 2026.

3.06 Early Termination

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

3.07 Notwithstanding the above, the Indemnification provisions of this Contract will survive termination of this Contract, as will the Authority obligation to make payment to Company for work performed up to the effective date of termination of this Contract.

ARTICLE 4

FEES AND PAYMENTS

4.01 Payment

A. Not-To-Exceed

The total amount payable under this Contract will be subject to the amount approved by the Board. Authority will provide written notice to Company of the amount approved and any revised amount thereafter.

B. Unit Price:

Company will be paid the unit prices as set form in Exhibit C, Pricing Schedule.

C. Extra Work:

Extra Work, changes in work, or equipment may be added or deleted only by Authority approved work order. Any Extra Work, changes in work, or equipment shall

be serviced at negotiated unit price rates similar to those listed Exhibit C, Pricing Schedule.

4.02 Invoices

Any 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 > 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 Services furnished and work done 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 Services furnished 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 Services 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; or
- 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

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, procedures, liens, 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

by the Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Company, regardless of whether the liability, suit, claim, lien, expense, loss, cost, fine or damages is caused in part by the Authority, its members, officers, agents, employees or volunteers or any other indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, and volunteers.

- 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, liens, losses, costs, royalties, fines, attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from:

1. The 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;
7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the

Environmental Protection agency or other regulatory agency to be an environmental contaminant

By the 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. This defense obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, and volunteers.

- C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, 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. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Company shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence,

recklessness or intentional wrongful misconduct of the Company and persons employed or utilized by the Company in the performance of this Contract. This indemnification in this paragraph shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

- G. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- H. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.
- I. 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 11

ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

11.01 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.

11.02 Financial Reports

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

11.03 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 either fifteenth (15th) or the eighth (8th) day, as applicable, following the date the request was made. Accrual of such fee will continue until specific performance is accomplished. This liquidated damage rate is not an exclusive remedy and Authority retains all rights, including but not limited to, its rights to elect its remedies and pursue all legal and equitable remedies. The Parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from Company's failure to comply.

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.

Company agrees to comply with Section 20.055(5), Florida Statutes, and with respect to contracts entered by Company after the effective date of this Contract, to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 12

LIQUIDATED DAMAGES

12.01 If any portion of the Services required by this Contract is not commenced on the first date of the Contract term, Authority will incur substantial injury, including loss of use of facilities, loss of revenue and inconvenience to the public. Damages arising from such injury cannot be calculated with any degree of certainty. Such liquidated damages are not a penalty, but are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the actual amount of damages that will be sustained by Authority as a consequence of such violations or failures. If liquidated damages are assessed against Company, that assessment in lieu of remedies for delay and loss of use for the facility and is in addition to all other remedies available to Authority under this Contract. Upon imposition of liquidated damages under this Article, Authority may either deduct the liquidated damage amounts from any payment due to Company or deduct the liquidated damages from Company's performance guaranty within ten (10) days of the date the liquidated damages were imposed.

12.02 Liquidated Damages For Failure to Commence Operations

It is mutually agreed between the parties hereto that time is of the essence of this Contract, and in the event the Services required by this Contract have not commenced by the first date of the Term, it is agreed that from any money due or to become due Company or its surety, Authority may retain the sum of one hundred dollars (\$100.00) per day, for each day thereafter, Sundays and holidays included, that any portion of the Services required by this Contract have not commenced, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by Authority by failure of Company to commence the Services required by this Contract within the time(s) stipulated. The parties agree that the sum of one hundred dollars (\$100.00) per day is reasonable. The parties agree that the liquidated damages described in this paragraph are solely for the delay damages arising from the failure to commence.

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.

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

13.02 Required Coverage – Minimum Limits

A. Commercial General Liability Insurance

The minimum limits of insurance covering the Services 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
Each Occurrence	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$2,000,000

B. Workers' Compensation and Employer's Liability Insurance

The minimum limits insurance 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 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. Professional Liability Insurance

Such insurance will be provided on a form acceptable to Authority and maintained throughout this Contract and for three years following completion of this Contract. Coverage will include all work of Company without exclusions unless approved in writing by Authority. The limits of coverage will not be less than:

Each Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000

E. 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 Incident Notification:

The Company will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury or property damage occurring on Authority-owned property, tenant owned property or third party property.

13.04 Customer Claims, Issues, or Complaints:

All customer claims, issues, or complaints regarding property damage or bodily injury related to the Company will be promptly handled, addressed and resolved by the Company.

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

13.05 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 > 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 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 and 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, Authority 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 CHAPTER 119, FLORIDA STATUTES 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, 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)

AMERICAN TESTING AND INSPECTIONS
SERVICES, LLC DBA ATIS ELEVATOR
INSPECTIONS, LLC
2127 INNERBELT BUSINESS CENTER DRIVE
SUITE 210
SAINT LOUIS, MO 63114-5700

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)

SAME AS ABOVE

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

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 26

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 27

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 28

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 (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 29

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 30

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

Company is required to complete Exhibit D, Scrutinized Company Certification, at the time this Contract is executed and to complete a new Exhibit D for each renewal option period, if any.

This Contract will be terminated in accordance with Florida Statute Section 287.135 if it is found that Company submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

ARTICLE 31

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 32

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 33

TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

ARTICLE 34

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 35

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 36

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 37

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 38

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 39

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 40

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 41

MISCELLANEOUS

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

ARTICLE 42

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 43

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.

ARTICLE 44

CONTRACT CHANGES

A change order or amendment is a written contract modification prepared by Authority and signed by both Parties hereto, stating their agreement upon all of the following, and without invalidating this Contract:

1. a change in the Scope of Work, if any;
2. a change of the Contract amount, fees, hourly rates or other costs, if any;
3. a change of the basis of payment, if any;
4. a change in Contract time, if any; and
5. changes to the terms and conditions of this Contract including, but not limited to, the W/MBE or DBE percentage rate, if any.

44.01 Claim for Payment

Any claim for payment for changes in the Scope of Work or Scope of Services that is not covered by written change order or amendment or other written instrument signed by the Parties hereto will be rejected by Authority. Company acknowledges and agrees that Company will not be entitled to payment for changes in the Scope of Work or Scope of Services unless such revised Scope of Work or Scope of Services is specifically authorized in writing by Authority in advance. The terms of this Article may not be waived by Authority unless such waiver is in writing and makes specific reference to this Article.

Changes in the Scope of Work or Scope of Services will be performed under applicable provisions of the Contract Documents, and Company will proceed promptly, unless otherwise provided in the change order, amendment or other written instrument.

44.02 Right to Carry Out the Work or Services

If Company defaults or neglects to carry out the Scope of Work or Scope of Services in accordance with the Contract Documents and fails within a seven day period after receipt of written Notice from Authority to begin and prosecute correction of such default or neglect with diligence and promptness, Authority may, without prejudice to other remedies Authority may have, correct such deficiencies. In such case an appropriate change order will be issued deducting from payments then or thereafter due Company the cost of correcting such deficiencies, including compensation for another company's or Authority's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due Company are not sufficient to cover such amounts, Company will pay the difference to Authority.

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

**HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

Attestation: Secretary, Jane Castor

BY: _____
Gary W. Harrod, 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: _____
Elita McMillon, 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 _____, 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)

AMERICAN TESTING AND INSPECTIONS SERVICES, LLC DBA ATIS ELEVATOR INSPECTIONS, LLC

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Printed Address

Witness

City/State/Zip

Printed Name

**AMERICAN TESTING AND INSPECTIONS SERVICES, LLC
DBA ATIS ELEVATOR INSPECTIONS, LLC**

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 details the type of services and deliverables that Company will provide during the term of this Contract. Work will only begin upon the issuance of annual work order. Note: Authority does not guarantee any work.

A. Annual Inspections

Company will perform the required annual inspections for the various elevator, escalator, dumbwaiter and moving walkway equipment in accordance with the State of Florida Statute Chapter 399, Sections 399.061 and 399.07 administered by the Florida Department of Business and Professional Regulation, Bureau of Elevator Safety (DBPR) <http://www.myfloridalicense.com/DBPR/elevator-safety/inspections/>.

1. Inspections will tentatively be scheduled to begin no later than April 1st and completed no later than May 31st of each calendar year for the term of this Contract. Actual testing schedules will be confirmed each calendar year by written work order prior to the start of work.
2. Current inventory of equipment includes:

<u>Equipment</u>	<u>Quantities</u>
Traction Elevators	81
Escalators	54
Hydraulic Elevators	27
Moving Walkways	10
Dumbwaiters	9

3. The escalators inspections includes sidewall friction testing.
4. All equipment is located at Tampa International Airport with the exception of one elevator located at Tampa Executive Airport. A comprehensive list of all current equipment is provided as Exhibit B, Equipment List
5. Authority reserves the right to add or delete equipment to be inspected as a result of changes to the quantity of equipment due to modifications at Tampa International or Tampa Executive Airports.
6. Company is responsible for all labor, materials, supervision, equipment, scheduling, and any other necessary component(s) of the inspection process. Standard testing, to include escalator sidewall friction testing, will be required. Inspections must be performed during normal business hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, coordinated with Authority contractual maintenance provider, Schindler Elevator Corporation (Schindler).
7. Company will be required to witness five-year weight tests for traction elevators and hydraulic life jackets, which will be performed by Schindler, during the term of this

Contract. Authority reserves the right to add or delete quantities of weight tests to be witnessed as a result of changes to the quantity of equipment due to modifications at Tampa International or Tampa Executive Airports.

8. Resolution of any maintenance issues discovered during the inspection process will be the responsibility of Schindler. Re-inspections will be performed at no additional cost to Authority. However, any re-inspections resulting from a major infraction caused by Schindler may be reimbursed at the discretion of Authority.

B. Deliverables

Company is responsible for completing and filing the Division of Business & Professional Regulation (DBPR) Form HR5023-003, Elevator Inspection Report, with the DBPR **within 5 days following completion of the annual inspections each calendar year for the term of this Contract.** Company will provide a copy of the completed form to Authority. Any fines assessed by DBPR due to late submittal of the completed form will be the sole responsibility of the Company.

C. Contacts

1. Authority's Contact Person

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

2. Company's Contacts

- a. Project Manager

Company has designated Sarah Caswell as the Project Manager.

Company must not remove such Project Manager from providing the services contemplated by this Contract; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of the Contract. Authority will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the Project Manager being replaced. Company will not make any personnel changes of the Project Manager until written notice is made to and approved by Authority's Director of Maintenance or designee.

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**Exhibit B
Equipment List
Elevator, Escalator, Dumbwaiters and Moving Walkways
Tampa International and Tampa Executive Airports**

Tampa Executive Airport

EQUIP	Traction / Hydraulic	TPA #	SERIAL #	LOCATION	MANUFACTURER	NOTES
Elevator	H		56046	VDF	Montgomery	

Tampa International Airport

EQUIP	Traction / Hydraulic	TPA #	SERIAL #	LOCATION	MANUFACTURER	NOTES
Elevator	T	AOB-1	9396	Administrative Building	Westinghouse	To be removed from Service in 2020
Elevator	T	AOB-2	9395	Administrative Building	Westinghouse	To be removed from Service in 2020
Elevator	T	AOB-3	9394	Administrative Building	Westinghouse	To be removed from Service in 2020
Dumbwaiter		03	47947	Airside A	Matot	
Dumbwaiter		04	47946	Airside A	Matot	
Dumbwaiter		06	47944	Airside A	Matot	
Dumbwaiter		09	47945	Airside A	Matot	
Dumbwaiter		11	47948	Airside A	Matot	
Dumbwaiter		12	47949	Airside A	Matot	
Dumbwaiter		14	47950	Airside A	Matot	
Dumbwaiter		16	47951	Airside A	Matot	
Dumbwaiter		18	47952	Airside A	Matot	
Elevator	H	A-1	47943	Airside A	Schindler	
Elevator	H	A-2	47959	Airside A	Schindler	
Elevator	H	A-3	47960	Airside A	Schindler	
Elevator	H	A-4	47958	Airside A	Schindler	
Elevator	H	A-5	47957	Airside A	Schindler	
Elevator	H	A-6	47962	Airside A	Schindler	
Elevator	H	A-7	47961	Airside A	Schindler	
Escalator		1A	47954	Airside A	Schindler	
Escalator		1B	47953	Airside A	Schindler	
Elevator	H	C-1	85050	Airside C	Schindler	
Elevator	H	C-2	85051	Airside C	Schindler	
Elevator	H	C-3	85052	Airside C	Schindler	
Elevator	H	C-4	85053	Airside C	Schindler	
Elevator	H	C-5	85054	Airside C	Schindler	
Elevator	H	E-1	61485	Airside E	Schindler	
Elevator	H	E-2	61487	Airside E	Schindler	
Elevator	H	E-3	61493	Airside E	Schindler	
Elevator	H	E-4	61492	Airside E	Schindler	
Elevator	H	E-5	61486	Airside E	Schindler	
Elevator	H	E-6	61480	Airside E	Schindler	
Escalator		70A	61481	Airside E	Schindler	
Escalator		70B	61482	Airside E	Schindler	

Tampa Executive Airport

EQUIP	Traction / Hydraulic	TPA #	SERIAL #	LOCATION	MANUFACTURER	NOTES
Elevator	H	F-1	99685	Airside F	Schindler	
Elevator	H	F-2	40368	Airside F	Westinghouse	
Elevator	H	F-3	40370	Airside F	Westinghouse	
Elevator	H	F-4	40369	Airside F	Westinghouse	
Elevator	H	F-5	60145	Airside F	Schindler	
Elevator	H	F-6	60149	Airside F	Schindler	
Elevator	H	F-7	99686	Airside F	Schindler	
Elevator	H	F-8	99687	Airside F	Schindler	
Escalator		F1	99688	Airside F	Schindler	
Escalator		F2	99689	Airside F	Schindler	
Elevator	T	APM 4-1	103690	APM Maint Building	MEI Freight	
Elevator	T	APM 4-2	103695	APM Maint Building	Schindler	
Elevator	T	APM 2-2	103790	Economy Parking Garage	Schindler	
Elevator	T	APM 2-3	103791	Economy Parking Garage	Schindler	
Elevator	T	APM 2-4	103704	Economy Parking Garage	Schindler	
Elevator	T	APM 2-5	103705	Economy Parking Garage	Schindler	
Elevator	T	EPG-1	88241	Economy Parking Garage	Schindler	
Elevator	T	EPG-10	95322	Economy Parking Garage	Schindler	
Elevator	T	EPG-11	95325	Economy Parking Garage	Schindler	
Elevator	T	EPG-12	95327	Economy Parking Garage	Schindler	
Elevator	T	EPG-13	95328	Economy Parking Garage	Schindler	
Elevator	T	EPG-14	95329	Economy Parking Garage	Schindler	
Elevator	T	EPG-2	88242	Economy Parking Garage	Schindler	
Elevator	T	EPG-6	88244	Economy Parking Garage	Schindler	
Elevator	T	EPG-7	88245	Economy Parking Garage	Schindler	
Elevator	T	EPG-8	88246	Economy Parking Garage	Schindler	
Elevator	T	EPG-9	95319	Economy Parking Garage	Schindler	
Moving Walkway		MW-1	103815	Economy Parking Garage	Schindler	
Moving Walkway		MW-2	103816	Economy Parking Garage	Schindler	
Moving Walkway		MW-3	103813	Economy Parking Garage	Schindler	
Moving Walkway		MW-4	103814	Economy Parking Garage	Schindler	
Moving Walkway		MW-5	103809	Economy Parking Garage	Schindler	
Moving Walkway		MW-6	103810	Economy Parking Garage	Schindler	
Moving Walkway		MW-7	103811	Economy Parking Garage	Schindler	
Moving Walkway		MW-8	103812	Economy Parking Garage	Schindler	
Elevator	T	CL-5	44702	Long Term Parking Garage	Schindler	
Elevator	T	CL-6	44703	Long Term Parking Garage	Schindler	
Elevator	T	CL-7	44704	Long Term Parking Garage	Schindler	
Elevator	T	CL-8	52368	Long Term Parking Garage	Schindler	
Elevator	T	RG-13	52370	Long Term Parking Garage	Schindler	
Elevator	T	RG-14	44708	Long Term Parking Garage	Schindler	
Elevator	T	RG-15	44709	Long Term Parking Garage	Schindler	
Elevator	T	RG-16	44710	Long Term Parking Garage	Schindler	
Elevator	T	TJ-10	44706	Long Term Parking Garage	Schindler	
Elevator	T	TJ-11	44707	Long Term Parking Garage	Schindler	
Elevator	T	TJ-12	52369	Long Term Parking Garage	Schindler	
Elevator	T	TJ-9	44705	Long Term Parking Garage	Schindler	
Elevator	T	WB-1	52367	Long Term Parking Garage	Schindler	
Elevator	T	WB-2	44699	Long Term Parking Garage	Schindler	
Elevator	T	WB-3	44700	Long Term Parking Garage	Schindler	
Elevator	T	WB-4	44701	Long Term Parking Garage	Schindler	

Exhibit B, Equipment List

Hillsborough County Aviation Authority

Elevator, Escalator, Dumbwaiter, and Moving Walkway Inspections Contract

American Testing and Inspections Services, LLC dba ATIS Elevator Inspections, LLC

Tampa Executive Airport

EQUIP	Traction / Hydraulic	TPA #	SERIAL #	LOCATION	MANUFACTURER	NOTES
Elevator	T	AE-10	9388	Main Terminal	Westinghouse	
Elevator	T	AE-11	9389	Main Terminal	Westinghouse	
Elevator	T	AE-12	31632	Main Terminal	Westinghouse	
Elevator	T	AE-7	31631	Main Terminal	Westinghouse	
Elevator	T	AE-8	9386	Main Terminal	Westinghouse	
Elevator	T	AE-9	9387	Main Terminal	Westinghouse	
Elevator	T	APM 1-2	103702	Main Terminal	Schindler	
Elevator	T	APM 1-3	103703	Main Terminal	Schindler	
Elevator	T	APM 1-4	103706	Main Terminal	Schindler	
Elevator	T	APM 1-5	103707	Main Terminal	Schindler	
Elevator	T	APM 1-6	103708	Main Terminal	Schindler	
Elevator	T	APM 1-7	103724	Main Terminal	Schindler	
Elevator	T	CY-13	31629	Main Terminal	Westinghouse	
Elevator	T	CY-14	9382	Main Terminal	Westinghouse	
Elevator	T	CY-15	9383	Main Terminal	Westinghouse	
Elevator	T	CY-16	9384	Main Terminal	Westinghouse	
Elevator	T	CY-17	9385	Main Terminal	Westinghouse	
Elevator	T	CY-18	31630	Main Terminal	Westinghouse	
Elevator	T	IS-1	31627	Main Terminal	Westinghouse	
Elevator	T	IS-2	9378	Main Terminal	Westinghouse	
Elevator	T	IS-3	9379	Main Terminal	Westinghouse	
Elevator	T	IS-4	9380	Main Terminal	Westinghouse	
Elevator	T	IS-5	9381	Main Terminal	Westinghouse	
Elevator	T	IS-6	31628	Main Terminal	Westinghouse	
Elevator	T	NA-19	31633	Main Terminal	Westinghouse	
Elevator	T	NA-20	9390	Main Terminal	Westinghouse	
Elevator	T	NA-21	9391	Main Terminal	Westinghouse	
Elevator	T	NA-22	9392	Main Terminal	Westinghouse	
Elevator	T	NA-23	9393	Main Terminal	Westinghouse	
Elevator	T	NA-24	31634	Main Terminal	Westinghouse	
Escalator		APM1-1	103109	Main Terminal	Schindler	
Escalator		APM1-10	103117	Main Terminal	Schindler	
Escalator		APM1-2	103110	Main Terminal	Schindler	
Escalator		APM1-3	103113	Main Terminal	Schindler	
Escalator		APM1-4	103114	Main Terminal	Schindler	
Escalator		APM1-5	103111	Main Terminal	Schindler	
Escalator		APM1-6	103112	Main Terminal	Schindler	
Escalator		APM1-7	103115	Main Terminal	Schindler	
Escalator		APM1-8	103116	Main Terminal	Schindler	
Escalator		APM1-9	103118	Main Terminal	Schindler	
Escalator		5	102591	Main Terminal	Schindler	
Escalator		23	102592	Main Terminal	Schindler	
Escalator		223	102593	Main Terminal	Schindler	
Escalator		B-2	102590	Main Terminal	Schindler	
Escalator		B-4	102594	Main Terminal	Schindler	
Escalator		7	102596	Main Terminal	Schindler	
Escalator		25	102597	Main Terminal	Schindler	
Escalator		225	102598	Main Terminal	Schindler	
Escalator		C-2	102589	Main Terminal	Schindler	
Escalator		C-4	102595	Main Terminal	Schindler	

Exhibit B, Equipment List

Hillsborough County Aviation Authority

Elevator, Escalator, Dumbwaiter, and Moving Walkway Inspections Contract

American Testing and Inspections Services, LLC dba ATIS Elevator Inspections, LLC

Tampa Executive Airport

EQUIP	Traction / Hydraulic	TPA #	SERIAL #	LOCATION	MANUFACTURER	NOTES
Escalator		3	102586	Main Terminal	Schindler	
Escalator		21	102587	Main Terminal	Schindler	
Escalator		221	102588	Main Terminal	Schindler	
Escalator		A-2	102584	Main Terminal	Schindler	
Escalator		A-4	102585	Main Terminal	Schindler	
Escalator		32	102605	Main Terminal	Schindler	
Escalator		9	102601	Main Terminal	Schindler	
Escalator		27	102602	Main Terminal	Schindler	
Escalator		227	102603	Main Terminal	Schindler	
Escalator		D-2	102599	Main Terminal	Schindler	
Escalator		D-4	102600	Main Terminal	Schindler	
Escalator		30	102604	Main Terminal	Schindler	
Elevator	T	APM 3-1	103691	Rental Car Center	Schindler	
Elevator	T	APM 3-2	103692	Rental Car Center	Schindler	
Elevator	T	APM 3-3	103693	Rental Car Center	Schindler	
Elevator	T	RAC - 1	103694	Rental Car Center	Schindler	
Elevator	T	RAC - 2	103696	Rental Car Center	Schindler	
Elevator	T	RAC - 3	103697	Rental Car Center	Schindler	
Elevator	T	RAC - 6	103698	Rental Car Center	Schindler	
Elevator	T	RAC - 7	103699	Rental Car Center	Schindler	
Elevator	T	RAC - 8	103700	Rental Car Center	Schindler	
Elevator	T	RAC - 9	103701	Rental Car Center	Schindler	
Escalator		RAC-1	103119	Rental Car Center	Schindler	
Escalator		RAC-10	103121	Rental Car Center	Schindler	
Escalator		RAC-11	103125	Rental Car Center	Schindler	
Escalator		RAC-12	103126	Rental Car Center	Schindler	
Escalator		RAC-2	103120	Rental Car Center	Schindler	
Escalator		RAC-3	103128	Rental Car Center	Schindler	
Escalator		RAC-4	103127	Rental Car Center	Schindler	
Escalator		RAC-5	103130	Rental Car Center	Schindler	
Escalator		RAC-6	103129	Rental Car Center	Schindler	
Escalator		RAC-7	103123	Rental Car Center	Schindler	
Escalator		RAC-8	103124	Rental Car Center	Schindler	
Escalator		RAC-9	103122	Rental Car Center	Schindler	
Moving Walkway		TBD	TBD	Atrium	Schindler	Scheduled to be in Service 2021
Moving Walkway		TBD	TBD	Atrium	Schindler	Scheduled to be in Service 2021
Escalator		TBD	TBD	Atrium	Schindler	Scheduled to be in Service 2021
Escalator		TBD	TBD	Atrium	Schindler	Scheduled to be in Service 2021
Escalator		TBD	TBD	Atrium	Schindler	Scheduled to be in Service 2021
Escalator		TBD	TBD	Atrium	Schindler	Scheduled to be in Service 2021
Elevator	T	TBD	TBD	Atrium	Schindler	Scheduled to be in Service 2021
Elevator	T	TBD	TBD	Atrium	Schindler	Scheduled to be in Service 2021
Elevator	T	TBD	TBD	Atrium	Schindler	Scheduled to be in Service 2021
Elevator	T	TBD	TBD	Atrium	Schindler	Scheduled to be in Service 2021

Exhibit B, Equipment List

Hillsborough County Aviation Authority

Elevator, Escalator, Dumbwaiter, and Moving Walkway Inspections Contract

American Testing and Inspections Services, LLC dba ATIS Elevator Inspections, LLC

Tampa Executive Airport

EQUIP	Traction / Hydraulic	TPA #	SERIAL #	LOCATION	MANUFACTURER	NOTES
Escalator		TBD	TBD	Blue Curb Side	Schindler	Scheduled to be in Service 2021
Escalator		TBD	TBD	Blue Curb Side	Schindler	Scheduled to be in Service 2021
Escalator		TBD	TBD	Blue Curb Side	Schindler	Scheduled to be in Service 2021
Escalator		TBD	TBD	Blue Curb Side	Schindler	Scheduled to be in Service 2021
Elevator	T	TBD	TBD	Blue Curb Side	Schindler	Scheduled to be in Service 2021
Elevator	T	TBD	TBD	Blue Curb Side	Schindler	Scheduled to be in Service 2021
Elevator	T	TBD	TBD	Blue Curb Side	Schindler	Scheduled to be in Service 2021
Elevator	T	TBD	TBD	Loading Dock	Schindler	Scheduled to be in Service 2021
Elevator	T	TBD	TBD	Loading Dock	Schindler	Scheduled to be in Service 2021
Elevator	T	TBD	TBD	Loading Dock	Schindler	Scheduled to be in Service 2021
Moving Walkway		TBD	TBD	Long Term Parking Garage		Scheduled to be in Service 2021
Moving Walkway		TBD	TBD	Long Term Parking Garage		Scheduled to be in Service 2021
Moving Walkway		TBD	TBD	Long Term Parking Garage		Scheduled to be in Service 2021
Moving Walkway		TBD	TBD	Long Term Parking Garage		Scheduled to be in Service 2021
Moving Walkway		TBD	TBD	Long Term Parking Garage		Scheduled to be in Service 2021
Moving Walkway		TBD	TBD	Long Term Parking Garage		Scheduled to be in Service 2021
Moving Walkway		TBD	TBD	Long Term Parking Garage		Scheduled to be in Service 2021
Moving Walkway		TBD	TBD	Long Term Parking Garage		Scheduled to be in Service 2021
Moving Walkway		TBD	TBD	Long Term Parking Garage		Scheduled to be in Service 2021
Escalator		TBD	TBD	Red Curb Side		Scheduled to be in Service 2021
Escalator		TBD	TBD	Red Curb Side		Scheduled to be in Service 2021
Escalator		TBD	TBD	Red Curb Side		Scheduled to be in Service 2021
Escalator		TBD	TBD	Red Curb Side		Scheduled to be in Service 2021
Elevator	T	TBD	TBD	Red Curb Side		Scheduled to be in Service 2021
Elevator	T	TBD	TBD	Red Curb Side		Scheduled to be in Service 2021
Elevator	T	TBD	TBD	Red Curb Side		Scheduled to be in Service 2021

Exhibit C

Pricing Schedule

Extra Work, changes in work, and equipment may be added or deleted only by Authority approved work order. Any Extra Work, changes in work, or equipment shall be serviced at unit price rates listed below.

<u>Contract Year One: March 4, 2021 through March 3, 2022</u>	
Description	Unit Price
Escalator Inspection (includes sidewall friction testing)	\$175.00
Traction Elevator Inspection	\$125.00
Hydraulic Elevator Inspection	\$100.00
Dumbwaiter Inspection	\$75.00
Moving Walkway Inspection	\$175.00
Five (5) Year Weight Test Witness for Traction Elevators	\$75.00
Five (5) Year Weight Test Witness for Hydraulic Life Jackets	\$75.00

<u>Contract Year Two: March 4, 2022 through March 3, 2023</u>	
Description	Unit Price
Escalator Inspection (includes sidewall friction testing)	\$175.00
Traction Elevator Inspection	\$125.00
Hydraulic Elevator Inspection	\$100.00
Dumbwaiter Inspection	\$75.00
Moving Walkway Inspection	\$175.00
Five (5) Year Weight Test Witness for Traction Elevators	\$75.00
Five (5) Year Weight Test Witness for Hydraulic Life Jackets	\$75.00

<u>Contract Year Three: March 4, 2023 through March 3, 2024</u>	
Description	Unit Price
Escalator Inspection (includes sidewall friction testing)	\$175.00
Traction Elevator Inspection	\$125.00
Hydraulic Elevator Inspection	\$100.00
Dumbwaiter Inspection	\$75.00
Moving Walkway Inspection	\$175.00
Five (5) Year Weight Test Witness for Traction Elevators	\$75.00
Five (5) Year Weight Test Witness for Hydraulic Life Jackets	\$75.00

<u>Renewal Year One: March 4, 2024 through March 3, 2025</u>	
Description	Unit Price
Escalator Inspection (includes sidewall friction testing)	\$180.00
Traction Elevator Inspection	\$129.00
Hydraulic Elevator Inspection	\$103.00
Dumbwaiter Inspection	\$77.00
Moving Walkway Inspection	\$180.00
Five (5) Year Weight Test Witness for Traction Elevators	\$77.00
Five (5) Year Weight Test Witness for Hydraulic Life Jackets	\$77.00

<u>Renewal Year Two: March 4, 2025 through March 3, 2026</u>	
Description	Unit Price
Escalator Inspection (includes sidewall friction testing)	\$185.00
Traction Elevator Inspection	\$133.00

Hydraulic Elevator Inspection	\$106.00
Dumbwaiter Inspection	\$79.00
Moving Walkway Inspection	\$185.00
Five (5) Year Weight Test Witness for Traction Elevators	\$79.00
Five (5) Year Weight Test Witness for Hydraulic Life Jackets	\$79.00

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Exhibit D
Scrutinized Company Certification

This certification is required pursuant to Florida Statute Section 287.135.

As of July 1, 2018, a company that, at the time a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute Section 215.4725, or is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of **any amount**.

Additionally, as of July 1, 2018, a company that, at the time of a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of **\$1 million or more**.

Company:	American Testing and Inspections Services, LLC dba ATIS Elevator Inspections LLC	FID or EIN No.:	61-1693922
Address:	2127 Innerbelt Business Center Drive, Suite 210		
City/State/Zip:	Saint Louis, MO 63114-5700		

I, _____ as a representative of

American Testing and Inspections Services, LLC dba ATIS Elevator Inspections, LLC

certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria if the resulting contract/agreement is for goods or services of \$1 million or more, and certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel if the resulting contract/agreement is for goods or services of any amount.

I understand and agree that the Authority may immediately terminate any contract resulting upon written notice if the undersigned entity (or any of those related entities as set out above) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of \$1 million or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

SIGNATURE

TITLE

PRINTED NAME

DATE