



HILLSBOROUGH COUNTY AVIATION AUTHORITY

REMOTE BAGGAGE CHECK SERVICES CONTRACT

Parties And Addresses:

AUTHORITY: Hillsborough County Aviation Authority
Post Office Box 22287
Tampa, Florida 33622
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COMPANY: Baggage Airline Guest Services, Inc.
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HILLSBOROUGH COUNTY
AVIATION AUTHORITY
REMOTE BAGGAGE CHECK SERVICES CONTRACT

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I. INTRODUCTION

This Contract for Remote Baggage Check Services (Contract) is made and entered into this ____ day of _____ 2022 between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (Authority), and Baggage Airline Guest Services, Inc., an Illinois corporation, authorized to do business in the State of Florida (Company), (collectively hereinafter referred to as the Parties).

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

II. DEFINITIONS

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

II.A Accounts Payable

The unit within Authority Finance Department that deals with accounts payable.

II.B Additional Services

Any additions, deletions or revisions to the Services agreed to by Authority and Company pursuant to a Work Plan for Additional Services executed by both Parties.

II.C Aircraft Operator Standard Security Program (AOSSP)

This program applies to all scheduled passenger service operators with FAA Part 121 and 125 certificates operating into or out of a TSA controlled sterile area.

II.D Airlines

The airlines at the Airport participating in the Airport's CUSS system.

II.E Airport

Tampa International Airport.

II.F Airport Operations Center (AOC)

The Airport's dispatch center staffed 24 hours for all emergencies and after-hours maintenance work orders.

II.G Airside Terminals

The passenger transportation facilities at the Airport, existing or under construction as of the Effective Date of this Contract, or to be constructed during the Term of this Contract, known individually, as of the Effective Date, as the Main Terminal, Airside Terminal A, Airside Terminal C, Airside Terminal E, and Airside Terminal F, including all user movement areas, areas leased exclusively or preferentially to any third-party or parties, common areas, and baggage claim areas therein, and interconnecting hallways, concourses, and bridges.

II.H Assigned Area

To include office space and other areas of the RCC, Airside Terminals or elsewhere at the Airport that are assigned to Company to occupy and use for the purpose set forth herein.

II.I Authorized Representative

Company is authorized to operate on behalf of Airlines, in accordance with each Airline's AOSSP, to provide Baggage Check and Handling Services to Airline passengers. Company is also able to sell and provide ancillary Baggage Check and Handling Services as may be authorized by Airlines and approved by the Authority.

II.J Baggage Check and Handling Services

As an Authorized Representative for the Airlines, Company will (1) Accept baggage from Airline passengers; (2) Process the baggage on behalf of the Airline; (3) Print and apply baggage tags; and (4) Transport baggage from the RCC to the Airline's Induction Points in full compliance with TSA Chain of Custody protocols.

II.K Board

The Hillsborough County Aviation Authority Board of Directors.

II.L CEO

The Hillsborough County Aviation Authority Chief Executive Officer.

II.M Chain of Custody

Company must maintain national and local chain of custody approval by the TSA to transport checked baggage from a remote location to Airline Induction Points under each Airline's AOSSP.

II.N Common Use Self Service (CUSS)

A standard of the International Air Transport Association that allows multiple Airlines to share one physical kiosk to offer self-services to passengers including, but not limited to, check-in

functionality.

II.O Contract Documents

This Contract, including all exhibits, schedules, subsequent Work Plans for Additional Services, amendments and attachments thereto, executed by and between the Authority and the Company.

II.P Contract Manager

Company's corporate 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.

II.Q Contract Year

(a) With respect to the first year of this Contract, the period commencing on August 11, 2022 and continuing through August 10, 2023. (b) With respect to subsequent years of this Contract, each consecutive twelve-month period thereafter.

II.R Customer Service Agent

Individual designated by Company to assist with printing boarding passes and baggage tags, applying baggage tags, loading baggage on to the bag belt, and providing flight information to customers.

II.S Director of Terminal Operations and Guest Experience

Authority contact person responsible for notifying Company regarding required Services and Company's primary contact for all Services under this Contract.

II.T Driver

Individual designated by Company to load, unload and transport baggage from the RCC to the Induction Points.

II.U Expiration Date

The final date of this Contract including all renewal options exercised by the Authority.

II.V Equipment

All vehicles and other equipment needed to provide the Services to include box trucks, secured

bag carts and any other associated equipment.

II.W FAA

The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.

II.X Fiscal Year

October 1 through September 30.

II.Y General Manager

The individual designated by Company to exclusively manage and oversee the onsite performance of Services hereunder.

II.Z Hourly Service Rates

Company's hourly rates included within this Contract and as mutually agreed upon by the Parties during Contract negotiations.

II.AA Hours of Operation

3:30 a.m. to 7:30 p.m., seven (7) days a week, including holidays.

II.BB Induction Points

The locations where Company's Drivers will deliver the checked baggage for each Airline.

II.CC Lost and Found

A secure location near the Main Terminal where lost items are stored for a period of time for retrieval by their owners.

II.DD Main Terminal

The nine-level central passenger terminal building at the Airport that contains: Level 1-baggage claim; Level 2-airline ticket counters; Level 3-transfer to Airside Terminals; and Levels 4 through 9 – six short-term parking levels.

II.EE Management Fee

The fee Authority will pay Company each Contract Year in exchange for Company operating, managing, and maintaining the Services under this Contract.

II.FF North Employee Parking Lot

The parking lot located north of the Main Terminal that is designated parking for personal

vehicles of Authority employees, employees of Airlines, and employees of companies operating at the Airport in support of Airport and Airline operations.

II.GG Personnel

Individuals who are directly employed or contracted by Company to perform the Services at the Airport.

II.HH Rental Car Center (RCC)

The Authority's consolidated rental car facility located south of the Main Terminal that houses the on-Airport rental car companies and is connected to the Main Terminal and Economy Parking Garage by the SkyConnect automated people mover.

II.II Services

The services as detailed in Exhibit A, Scope of Services.

II.JJ Supervisor

Individual designated by Company to supervise the Services provided by Customer Service Agents and Company's Drivers.

II.KK Tenant Work Permit Handbook

The compilation of Authority standards, procedures, requirements, and Rules and Regulations governing Company's construction activities at the Airport which is incorporated herein and attached hereto as Exhibit H. Authority reserves the right to amend the Tenant Work Permit Handbook during the Term. Any such amendment to the Tenant Work Permit Handbook will be binding on Company without need for amendment of this Contract, provided that such amendment of the Tenant Work Permit Handbook does not conflict with the other terms and conditions of this Contract.

II.LL Term

August 11, 2022 through August 10, 2029, including renewal periods.

II.MM Transition Period

A period of not more than three (3) months following the Expiration Date of this Contract.

II.NN TSA

The U.S. Department of Homeland Security Transportation Security Administration or any

successor thereto.

II.00 Work Plan for Additional Services

The form used by the Authority and Company in accordance with Section III.B, Work Plan for Additional Services.

III. SCOPE OF SERVICES

III.A Scope

Company agrees to provide the Services as set forth in Exhibit A, Scope of Services.

III.B Work Plan for Additional Services

Without invalidating this Contract, Authority may initiate additions, deletions or revisions to the Services authorized in this Contract. Prior to the onset of any Additional Services to be provided, Company and Authority will outline each task involved, establish a schedule for completing each task and detail the associated costs, and include the names, titles, responsibilities, and resumes of Company's Personnel that will be assigned to the task in a work plan as shown in Exhibit F, Sample Work Plan for Additional Services. The Work Plan for Additional Services schedule may go beyond the termination date of this Contract if necessary to complete the Work Plan for Additional Services tasks.

Company will only begin Additional Services upon execution of the Work Plan for Additional Services by Company and Authority. All Additional Services will be executed under the applicable terms and conditions of this Contract. No Additional Services in addition to that contemplated by this Contract will be paid for unless authorized by written Work Plan for Additional Services prior to the performance of such Additional Services. Company will use its best efforts to ensure that each task in the Work Plan for Additional Services is completed on budget and on time according to the agreed upon work schedule.

Upon agreement between Authority and Company to the terms and conditions of the Work Plan for Additional Services, both Parties will execute the Work Plan for Additional Services and Authority will issue a Purchase Order to Company to perform the specific items agreed to under the Work Plan for Additional Services. The Authority's Contact Person or designee will have the authority to execute any Work Plan for Additional Services on behalf of the Authority consistent with the terms of this Contract. No Additional Services will be initiated by Company until Company receives the Purchase Order that will include the final agreed upon Work Plan for Additional Services.

If Authority and Company cannot agree on the details of the Work Plan for Additional Services, Authority will be entitled to select another company to provide the Additional Services. If Company cannot complete an executed Work Plan for Additional Services within the agreed

upon schedule and/or costs, Authority will terminate the Work Plan for Additional Services and Authority will be entitled to select another company to provide the Additional Services.

III.C Authority's Contact Person

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

III.D Company's General Manager

Company has designated Carmine Testa as the individual to be responsible for exclusively managing and overseeing the onsite performance of Services by Company. The General Manager will be responsible for ensuring that all Services are provided as outlined in the Scope of Services and will be Company's primary contact for all Services under this Contract.

Company must not remove such General 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 General Manager being replaced. Company will not make any personnel changes of the General Manager until written notice is made to and approved by Authority's Director of Terminal Operations and Guest Experience or designee.

IV. ASSIGNED AREAS

IV.A ASSIGNED AREAS DESCRIPTION

Authority hereby assigns to Company and Company hereby agrees to accept from Authority the Assigned Areas within the RCC as listed and depicted in Exhibit B, Assigned Areas and Baggage Check-in Locations, including any improvements to be made or modifications to be made thereto. No part of the RCC or any location on the Airport or Authority-owned property shall be part of the Assigned Areas unless listed in Exhibit B.

IV.B ADDITIONS TO AND DELETIONS FROM THE ASSIGNED AREAS

Authority and Company may, during the Term and by mutual agreement, add additional space(s) or delete space(s) from the Assigned Areas. All space(s) added to the Assigned Areas pursuant to this Section shall be subject to all the terms and conditions of this Contract. The Parties agree to modify Exhibit B as necessary to incorporate space additions to the Assigned Areas or space deletions from the Assigned Areas by letter, executed by the Authority Vice President of

Operations or designee, without need for formal amendment to this Contract.

IV.C RECLAIMING OF ASSIGNED AREAS FOR AIRPORT PURPOSES

Authority reserves the right to reclaim the Assigned Areas when, in the sole discretion of Authority, such reclaiming is necessary for the development or operations of the Airport or is in the best interest of Authority. Authority will make a reasonable effort to identify other location(s) within the RCC containing substantially the same area and functionality as the portion(s) of the Assigned Areas being reclaimed (such other location(s), if any, referred to as the Replacement Assigned Areas).

Authority shall exercise such right to reclaim by giving Company not less than thirty (30) days prior written Notice of Intent to Reclaim Assigned Areas specifying effective date of the reclaiming and identifying Replacement Assigned Areas, if any. Company shall, by written notice give to Authority no later than ten (10) days after receipt of Notice of Intent to Reclaim Assigned Areas, notify Authority of its acceptance of the Replacement Assigned Areas, if any, whereupon, as of the effective date provided in the Authority Notice of Intent to Reclaim Areas:

- A. All of the terms and conditions of this Contract shall continue in full force and effect and apply to the Replacement Assigned Areas;
- B. Company shall move from the Assigned Areas, or portion(s) thereof being reclaimed by Authority, into the Replacement Assigned Areas on or before the effective date stated in the Authority Notice of Intent to Reclaim Assigned Areas and shall vacate and surrender possession of the Assigned Areas or portion(s) thereof being reclaimed by Authority; and
- C. Subject to the provisions of this Contract, Company shall be deemed to have accepted possession of the Replacement Assigned Areas in its "as is" condition as of the effective date stated in the Authority Notice of Intent to Reclaim Assigned Areas.

Company shall not be compensated and Authority shall not be liable for any inconvenience to Company or for any interruption of Company's business as a result of moving to Replacement Assigned Areas.

The Parties agree to modify Exhibit B as necessary within ten (10) days of the effective date stated in the Notice of Intent to Reclaim Assigned Areas and to delete the portion(s) of the Assigned Areas being vacated and incorporate the Replacement Assigned Areas, if any. These modifications will be confirmed by letter executed by the Vice President of Operations or designee and acknowledged by Company, without need for formal amendment to this Contract.

IV.D MINOR MODIFICATIONS TO ASSIGNED AREAS

Authority shall have the right to make minor modifications to any portion of the Assigned Areas at the sole discretion of Authority to accommodate Airport operations, security renovations, maintenance, or other work to be completed in the RCC. Minor modifications are subject to all

provisions in Section IV.B above.

IV.E INGRESS AND EGRESS

Company will have the right of ingress to and egress from the Airport and the Assigned Areas for Company's officers, authorized officials, employees, agents, and invitees including suppliers of materials, furnishers of services, equipment, vehicles, machinery and other property. Right of ingress and egress will be subject to applicable laws and Authority Operating Directives, Policies, and Standard Procedures, as may be amended.

IV.F ASSIGNED AREAS ACCEPTANCE AS IS

Company accepts the Assigned Areas in their present condition, as is and with all faults. Authority shall not be obligated to construct additional improvements or to modify existing conditions, nor to provide services of any type, character, or nature (including any utilities or telephone/data service) on or to the Assigned Areas during the Term other than as explicitly stated in this Contract.

V. TERM

V.A 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.

V.B Term

The Term of this Contract commences on August 11, 2022 and will continue through August 10, 2027 unless terminated earlier as provided herein.

V.C Commencement of Fees and Charges

All fees and charges hereunder will commence on August 11, 2022 and will continue for the Term of this Contract.

V.D Commencement of Operations

Company will begin providing Services on August 11, 2022 and will continue through August 10, 2027.

V.E 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 August 10, 2029.

V.F Early Termination

Authority may terminate this Contract, without cause, by giving sixty (60) days written notice to Company. Company may terminate this Contract, without cause, by giving one-hundred twenty (120) days written notice to Authority.

V.G Extension

In the event of a delay in awarding a subsequent contract for the same Services described herein, Authority reserves the right, at its sole discretion, to extend this Contract on the same terms and conditions, for a period of time not to exceed 12 months, until such subsequent contract is awarded and commences or until this Contract is otherwise terminated. The CEO is authorized to enter into such extension by letter without the need to amend this Contract. Company will be notified of such extension at least sixty (60) days prior to the date thereof.

V.H Rights and Obligations upon Expiration or Termination

- A. Company shall, upon termination or expiration of this Contract, whether with or without cause:
 1. Surrender the Assigned Areas to Authority in good order and condition, reasonable use and wear thereof excepted. Company is not required to repair or restore damage that was not caused by Company, its Personnel or its subcontractors.
 2. Provide to Authority any and all keys to doors within the RCC and Airport.
 3. Remove all furniture, fixtures, and Equipment installed by Company and other personal property and leave the Assigned Areas in broom clean condition. If Company fails to remove such furniture, fixtures and Equipment within ten (10) days from the date of termination of this Contract, Company shall be deemed to have abandoned same and Authority shall have the right, at its option, and in its sole discretion, to take title to said furniture, fixtures and/or Equipment and sell, contract, salvage, or dispose of the same in any manner permitted by law. Company shall have no right, interest or claim in or to any proceeds of the sale or other disposition of such items. Any net expense Authority incurs in disposing of such items shall be immediately reimbursed by Company.
 4. Repair any damage caused by removal of its furniture, fixtures and Equipment installed by Company at Company's expense and to the satisfaction of Authority within fifteen (15) days of removal.
- B. Authority shall be entitled to:
 1. Exercise the non-judicial remedy of locking Company out of the Assigned Areas as a

means of enforcing Authority's right of possession.

2. De-activate Company's Personnel security badges or credentials.

VI. FEES AND PAYMENTS

VI.A Payment

Authority will pay Company based on the annual Management Fee, which is inclusive of all operating expenses, and the Hourly Service Rates. No other fees or costs will be paid to Company.

The annual Management Fees are as follows and will be paid in equal monthly installments:

<u>Operations and Management Term</u>	<u>Management Fee</u>
August 11, 2022 – August 10, 2023	\$253,130.00
August 11, 2023 – August 10, 2024	\$257,559.78
August 11, 2024 – August 10, 2025	\$262,067.07
August 11, 2025 – August 10, 2026	\$266,653.24
August 11, 2026 – August 10, 2027	\$271,319.68
Renewal Option:	
August 11, 2027 – August 10, 2028	\$276,067.77
August 11, 2028 – August 10, 2029	\$280,898.96
Total Seven (7) Year Management Fees	\$1,867,969.50

In addition to the annual Management Fees set forth above, Company will be paid the following Hourly Service Rates for each hour worked. The following Hourly Service Rates for each job category are applicable to the first Contract Year of the Term and are subject to change for each subsequent Contract Year of the Term, including renewal options and/or extensions, subject to the mutual agreement of the Parties based on living wage requirements, market demands, and other relevant factors. Changes to the Hourly Service Rates must be made by written request from Company and approved in writing by the Authority's CEO or designee. The Authority reserves the right to require documentation, such as CPI data, supporting requested changes to the Hourly Service Rates. The Hourly Service Rates are inclusive of base pay, payroll taxes,

workers compensation and other fringe benefits.

<u>Job Categories</u>	<u>Hourly Service Rate</u>
General Manager	\$37.61
Supervisor	\$23.44
Lobby Ambassador	\$20.63
Customer Service Agent	\$20.63
Driver	\$20.75

Notwithstanding Management Fees and Hourly Services Rates negotiated for Additional Services as specified above in Article III.B, Work Plan for Additional Services, the total not-to-exceed amount to be paid to Company under this Contract is \$14,000,000.

VI.B Invoices

Invoices required by this Contract will be created and submitted by Company to Authority Finance Department via Payables@TampaAirport.com in a form acceptable to Authority and will include at a minimum the invoice date, invoice amount, dates of Services, all assigned and on-going project activities during the preceding billing period, and purchase order number.

VI.C Payment Method

Company will receive electronic payments via Automated Clearing House (ACH), 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 > Solicitations and Contracts > Additional Resources > 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.

In accordance with Florida Statute Section 501.0117, Companies that accept credit cards as a valid form of payment are prohibited from imposing a surcharge.

VI.D 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.

1. All Services performed prior to the effective date of termination; and
2. Expenses incurred by Company in effecting the termination of this Contract as approved in advance by Authority.

VII. 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.

VIII. 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. This Article will not apply to SSI or mPOS, Onvoy, and Rac-Trac technology.

IX. QUALITY ASSURANCE

Company will be solely responsible for the quality of all Services furnished by Company, its Personnel, employees and/or its subcontractors under this Contract. All Services furnished by Company, its Personnel, 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.

X. 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 Services 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.

XI. DEFAULT, REMEDIES, AND TERMINATION RIGHTS

XI.A 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.

XI.B 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.

XI.C Company's Remedies

Notwithstanding Company's termination rights in Section V.F, upon thirty (30) days written notice to Authority, Company may terminate this Contract and all its obligations hereunder if Authority breaches this Contract and fails to cure such breach within 10 days after notice from Company, if Company is not itself in default of any term, provision, or covenant of this Contract or in the payment of any fees or charges to Authority.

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 V, Term, Subsection V.F., Early Termination.

XI.D 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.

XII. 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 Company, 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 Company, 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' fees, 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 Company, its members, officers, agents, employees, and volunteers is 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 Company, 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 - H or any part of Articles A – H 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.

XIII. ACCOUNTING RECORDS/AUDIT REQUIREMENTS

XIII.A 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, records, research and Work Orders related to this Contract. Company will not destroy any records related to this Contract without the express written permission of the Authority.

XIII.B 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. Authority shall have no right to audit SSI.

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. 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 charge the Company liquidated damages in the amount of one hundred dollars (\$100.00) per day, for each requested record not received. Such damages may be assessed beginning on the fifteenth (15th) or 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. Notwithstanding anything in the foregoing, Authority agrees to extend the above deadlines and waive the liquidated damages if Company is taking appropriate measures to produce requested documents and can show hardship or explain the cause of delay.

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 five 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.

XIV. LIQUIDATED DAMAGES

If any portion of the Services required by this Contract are not commenced on the first day 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. Any liquidated damages imposed 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 is in lieu of remedies for delay and loss of Services and is in addition to all other remedies available to Authority under this Contract. Upon imposition of liquidated damages under this Article, Authority may deduct the liquidated damage amounts from any payment due to Company within ten (10) days of the date the liquidated damages were imposed.

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 day of the Term, it is agreed that from any money due or to become due Company, 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.

XV. INSURANCE

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

XV.A Required Coverage - Minimum Limits

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

XV.B 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, the Company under this Contract or the use or occupancy of Authority premises by, or on behalf of the 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 30 37 10 01.

	Contract Specific
General Aggregate	\$10,000,000
Each Occurrence	\$10,000,000
Personal and Advertising Injury Each Occurrence	\$10,000,000
Products and Completed Operations Aggregate	\$10,000,000

XV.C Workers' Compensation and Employer's Liability Insurance

The minimum limits of insurance are:

Part One: "Statutory"

Part Two:

Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

XV.D 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 are:

Each Occurrence – Bodily Injury and Property Damage Combined	\$10,000,000
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XV.E Commercial Crime Insurance

The minimum limits of Commercial Crime insurance, including coverage for losses to “Clients’ Property”, on a form no more restrictive than ISO form CG 04 01 08 13, covering, but not limited to, loss arising from employee theft, employee dishonesty, forgery or alteration, robbery, burglary, embezzlement, disappearance, destruction, money orders and counterfeit currency, depositors forgery, computer fraud, on-premises and in-transit are:

Each Occurrence	\$1,000,000
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XV.F Waiver of Subrogation

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

XV.G 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.

XV.H 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.

XV.I 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 > Supplier Resources > Insurance for Suppliers.

XVI. TAKEOVER OF SERVICES

Authority will have the absolute right to immediately take over the Services of this Contract, either by itself or through others, by reason of Company's failure, for any reason whatsoever, to employ, maintain in its employ, or adequately provide the Personnel necessary to offer the Services of this Contracts.

XVII. NON-DISCRIMINATION

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

- A. 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 (Regulations), which are incorporated herein by reference and made a part of this Contract.
- B. 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:
 - 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - 3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose

property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, 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
 12. 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).
- C. 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.

- D. 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.
- E. 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.
- F. Company will include the provisions of Paragraphs A through E above, 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.
- G. 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.

XVIII. WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE

XVIII.A 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.

XVIII.B 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.
- D. Company, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, (1) that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (3) that Company will fully comply with the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964) as amended from time to time.
- E. In the event of breach of an of the above nondiscrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, Authority will have the right to terminate this Contract and to re-enter as if said Contract had never been made or issued. The provision will not be effective until the procedures of Title 49 CFR part 21 are followed and completed, including exercise or expiration of appeal rights.

XVIII.C W/MBE Participation

- A. W/MBE Goal: 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 Services 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 subleases 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.

XIX. AUTHORITY APPROVALS

Except as otherwise specifically indicated elsewhere in this Contract, wherever in this Company 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.

XX. 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 reasonable 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.

XXI. DISPUTE RESOLUTION

XXI.A 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; and
 4. Latent defects.

XXI.B 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.

XXII. 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.

XXIII. 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.

XXIV. LAWS, REGULATIONS, ORDINANCES, AND 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.

XXV. 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.

XXVI. 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.

XXVII. 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

OR

(HAND DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY

SKYCENTER ONE

5411 SKYCENTER DRIVE

SUITE 500

TAMPA, FLORIDA 33607-1470

ATTN: CHIEF EXECUTIVE OFFICER

TO Company:

(MAIL DELIVERY)

BAGGAGE AIRLINE GUEST SERVICES, INC.

200 EAST RANDOLPH STREET, SUITE 7700

CHICAGO, IL 60601

ATTN: LEGAL DEPARTMENT

OR

(HAND DELIVERY)

SAME

With a copy to

BAGGAGE AIRLINE GUEST SERVICES, INC.

6751 FORUM DRIVE SUITE 200

ORLANDO, FL 32821

Attn: BOB MILES, PRESIDENT

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.

XXVIII. 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.

XXIX. 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.

XXX. ASSIGNMENT AND SUBCONTRACTING

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.

XXXI. BADGING AND SECURITY REQUIREMENTS

All of Company's Personnel who work at the Airport must apply for and be issued a proper security identification badge prior to beginning work at the Airport. Company shall be responsible for ensuring Personnel, vendor and contractor compliance with all security rules, regulations and procedures including, but not limited to, those issued by the FAA, TSA, and Authority. The rules, regulations and procedures of the FAA, TSA and Authority regarding security matters may be modified during the Term and Company shall be required to comply with all modifications. Company shall pay all costs associated with obtaining the required security identification badge and security clearances for its Personnel, including, but not limited to, the costs of training and badging as established by Authority.

Authority will fine Company for each security identification badge that is lost, stolen, unaccounted for or not returned to Authority at the time of security identification badge expiration, employee termination, termination of this Contract, or upon written request by Authority. This fine will be due within fifteen (15) days from the date of invoice. The fine is subject to change without notice, and Company will be responsible for paying any increase in the fine.

If any of Company's Personnel is terminated or leaves Company's employment, Authority must be notified immediately, and the security identification badge must be returned to Authority promptly.

Company's Personnel who are issued security identification badges shall only utilize such badges and access rights in connection with the operation of Company's business as outlined herein. Company's Personnel shall be informed by Company in writing of this requirement and a violation of such shall be a basis for the termination of a person's employment if that person violates such restrictions.

XXXII. EMPLOYEE PARKING

Company will be provided parking at the Authority for the performance of all Services under this Contract as approved by Authority.

XXXIII. APPLICABLE LAW AND VENUE

This Contract will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Contract will be in Hillsborough County, Florida, or in the Tampa

Division of the U.S. District Court for the Middle District of Florida.

Company hereby waives any claim against 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 hereof, 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.

XXXIV. SCRUTINIZED COMPANIES

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

XXXV. 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.

XXXVI. RIGHT TO AMEND

In the event that the United States Government, including but not limited to the FAA and TSA or their successors, Florida Department of Transportation, or its successors, or any other governmental agency, requires modifications or changes to 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.

XXXVII. TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

XXXVIII. NON-DISCLOSURE

All written and oral information and materials (Information) disclosed or provided by Authority to Company under this Contract will not be disclosed by Company, whether or not provided before or after the date of this Contract.

The Information will remain the exclusive property of Authority and will only be used by Company for purposes permitted under this Contract. Company will not use the Information for any purpose which might be directly or indirectly detrimental to Authority or any of its affiliates or subsidiaries.

Company will prevent the unauthorized use, disclosure, dissemination or publication of the Information. Company agrees that it will cause its employees and representatives who have access to the Information to comply with these provisions and Company will be responsible for the acts and omissions of its employees and representatives with respect to the Information.

Company agrees that any disclosure of the Information by Company's employees and/or representatives will be deemed a breach of this Contract. Company agrees that in the event of any breach or threatened breach by Company of its non-disclosure obligation, Authority may obtain such legal remedies as are available, and, in addition thereto, such equitable relief as may be necessary to protect Authority.

The non-disclosure obligation imposed on Company under this Contract will survive the expiration or termination, as the case may be, of this Contract and the obligation will last indefinitely.

XXXIX. WAIVERS

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 agreements herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure or omission of Authority to exercise any right, power, privilege or option arising from any default nor subsequent payment of charges then or thereafter accrued, will impair any such right, power, privilege or option, or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No notice by Authority will be required to restore or revive time as being 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 no one of them will be exclusive of the other or exclusive of any remedies provided by law, 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.

XL. TENANCY

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

XLI. 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.

XLII. 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.

XLIII. 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 in this Contract, or in the event of a foreign address, delivery 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.

XLIV. 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.

XLV. 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.

XLVI. 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 Company. If for any reason there is a conflict between content and headings, the content will control.

XLVII. SIGNATURES

XLVII.A Signature of Parties

It is an express condition of this Contract that it will not be complete or effective until signed by Authority and by Company.

XLVII.B Counterparts

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.

XLVIII. PUBLIC ENTITY CRIME

Company attests compliance with Florida Statute Section 287.133, concerning Public Entity Crimes.

XLIX. 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.

L. MISCELLANEOUS

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

LI. 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 Contract 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.

LII. 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.

LIII. 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 Services, 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.

LIII.A Claim for Payment

Any claim for payment for changes in the 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 Services unless such revised Services are 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 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.

LIII.B Right to Carry Out the Services

If Company defaults or neglects to carry out the 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.

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _ day of _____, 2022.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST: _____
Jane Castor, Secretary

BY: _____
Gary Harrod, Chairman

Address: PO Box 22287
Tampa, FL 33622

Address: PO Box 22287
Tampa, FL 33622

LEGAL FORM APPROVED:

WITNESS: _____
Signature

BY: _____
David Scott Knight, Assistant General Counsel

Printed Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online authorization, this ____ day of _____, 2022, by Gary Harrod, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced

BAGGAGE AIRLINE GUEST SERVICES, INC.

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

BAGGAGE AIRLINE GUEST SERVICES, INC.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by _____ as

(Name of person)

_____, for _____.

(type of authority)

(name of party on behalf of whom contract was executed)

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification

Type of Identification Produced

Exhibit A Scope of Services

This Scope of Services outlines Authority rights and responsibilities and Company's requirements to perform acceptable Services at the RCC. Authority reserves the right, in its sole discretion, to expand, reduce, modify, or add Services and deliverables of this Contract, provided that the fees payable under the Contract are adjusted accordingly and agreeable to both Parties. Upon completion of any expansion, reduction, modification or addition in the Services and deliverables, such changes will be included in the Contract by letter from Authority CEO or his designee to Company without the need for formal amendment to this Contract.

Section 1.01 Authority Rights and Responsibilities

A. Authority Rights

Authority reserves the right to:

1. Require modifications to this Scope of Services by letter to Company without formal amendment to this Contract.
2. Require modifications to the Company's Staffing Plan and Operations Plan to improve or modify Services. Upon mutual agreement by both Parties, the modified Staffing Plan or Operations Plan will be incorporated into this Contract and supersede previous versions without requiring a formal amendment.
3. Remove any and all unauthorized furnishings and Equipment.
4. Modify the Assigned Areas, baggage loading area, and Induction Points.
5. Review and regularly inspect Equipment, vehicles and Assigned Areas at any time and reject any Equipment or vehicle that is not in proper working order in accordance with generally accepted operating standards for said Equipment or vehicle.
6. Approve any Personnel that require access to Authority areas within the RCC, Airside Terminals and/or Main Terminal deemed sensitive by Authority.
7. Require the immediate termination of any Personnel as determined by the Director of Terminal Operations and Guest Experience. If the General Manager is terminated, Company will appoint an Authority-approved interim General Manager until a permanent replacement is identified by Company and approved by Authority.
8. Withhold from any payment otherwise due and payable to Company such sums as Authority deems necessary or desirable to protect itself against failure or delay in performance by Company of its obligations under this Contract, which right may be exercised by Authority with or without revoking or terminating this Contract.
9. Maximize the number of Airlines participating in these Services, the number of Induction Points to which bags must be delivered timely, and the number of remote baggage check locations without any increase in Company's Management Fee.

B. Authority Responsibilities

Authority will be responsible for:

1. Providing all utilities required for Authority facilities, including electricity, gas, water, sewer, telephones, and internet connection.
2. Providing a limited number of parking spaces in the vicinity of the RCC for Company's service vehicles.
3. Providing a fully operative, integrated CUSS system, including supportive electronic elements and passive infrastructure elements.
4. Providing service counters and limited storage space for securing technology devices and miscellaneous equipment.
5. Providing office space within the RCC as determined by Authority.
6. Providing parking at the Airport North Employee Parking Lot for the performance of Services under this Contract, at the discretion of Authority and at no cost to Company.
7. Providing initial issuance of access keys required for all spaces for performance of Services under this Contract, as deemed necessary by Authority.
8. Serving as the exclusive public media spokesperson in connection with Services. Except as otherwise allowed by law, under no circumstances shall Company or Personnel be permitted, while providing Services under this Contract, to speak to the media or distribute any printed or written materials without permission from Authority.

C. Contract Manager Responsibilities

The Contract Manager will be responsible for:

1. Day-to-day communication with the General Manager.
2. Monitoring, interpreting and overseeing Company's Services with regard to, but not limited to, quality of Services performed, the manner of performance, rate of progress of the Services, and Authority satisfaction with performance levels.
3. Authorizing minor changes or alterations in the Services not involving extra costs and not inconsistent with the overall intent of this Contract. If the changes or alterations result in extra charges to Authority, Company will advise Authority in writing of the proposed extra charges in accordance with the terms of this Contract.
4. Reporting any issue that cannot be resolved with Company to the Authority Vice President of Operations for final determination.
5. Monitoring and verifying the monthly billings to include the Management Fee, hourly billable rate, and number of hours worked per job category, minus any assessed fees due to Company damage to Assigned Areas beyond normal wear and tear.

Section 1.02 Company Responsibilities

A. Scope of Services

Company will:

1. General

- a. Be an Authorized Representative of each Airline participating in the Airport CUSS system.
- b. Maintain national and local chain of custody approval by TSA to transport checked luggage from a remote locations to Airline baggage Induction Points under each Airline's AOSSP.
- c. Comply with all terms and conditions of this Contract to achieve and maintain the highest level of Services.
- d. Comply with all applicable rules, regulations and procedures for baggage handling, including but not limited to, those prescribed by participating Airlines and the FAA and TSA in accordance with CFR 1544, Aircraft Operator's Standard Security Program.
- e. Maintain and conduct the Services in a proper and businesslike manner.
- f. Designate a Contract Manager at the corporate level to be available to respond to Authority needs 24 hours per day, seven days per week.
- g. Provide Services at no charge to the passenger (passive gratuities are acceptable but tip containers are strictly prohibited).
- h. Provide Services during the Hours of Operation, unless otherwise directed by the Contract Manager.
- i. Provide all labor, materials, supplies, equipment, vehicles, uniforms and any other items necessary to perform the Services.
- j. Maintain and comply with the Staffing Plan and Operations Plan and provide the Contract Manager any required updates.
- k. Perform all Services so no damage results to Authority facilities, furnishings, and/or equipment.
- l. Provide Services, as specified in this Exhibit A or as otherwise mutually agreed upon, for any future development or expansion of Authority baggage and handling services or related services through execution of a Work Plan for Additional Services using the Management Fee and Hourly Service Rates in effect at the time the Work Plan for Additional Services is executed by both Parties.

2. Contract Manager

Company will designate a Contract Manager at the corporate level. The Contract Manager may not be removed or replaced without approval of Authority. The Contract Manager will respond to any concerns from Authority with respect to performance of the Services and any terms and conditions of this Contract, will be available via phone during normal business hours, and will respond to the RCC as needed to discuss and determine the appropriate action needed to address Authority's concerns.

3. General Manager

Company will designate a General Manager. The General Manager will not be removed 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 General Manager being replaced. Company will not make any personnel changes of the General Manager until written notice is made to and approved by Authority's Director of Terminal Operations and Guest Experience or designee.

4. Services

- a. Verify participating Airlines' passenger/flight information using Authority CUSS system. In the event of system failure or diminished functionality, immediately contact the Help Desk at 813-554-1411 and initiate the appropriate measures described in Section B, Service Disruption, below.
- b. Accept bags from participating Airlines' passengers no less than ninety (90) minutes and no more than four (4) hours prior to scheduled departure time, unless otherwise directed in writing by the Contract Manager. Bags cannot be accepted for any international flights.
- c. Verify passenger identification against applicable travel documents.
- d. Assist passengers with printing boarding passes and bag tags and applying bag tags upon request.
- e. Accept fees via credit or debit card for all bag charges per each Airline's procedure. Any disputes will be resolved at the Airline's ticket counter located in the Main Terminal.
- f. Transport bags to Induction Points (See Exhibit C) utilizing public roadways. No airside access will be granted. Bags must be delivered to the correct Induction Points and registered into the explosive detection system (EDS) no less than forty (40) minutes prior to scheduled departure time, unless otherwise directed in writing by the Contract Manager. In the event a delivery is anticipated to occur less than forty (40) minutes prior to scheduled departure time, immediately initiate the appropriate measures described in Section B, Service Disruption, below.
- g. Acknowledge complaints or concerns within twenty-four (24) hours of receipt either by telephone, email, or letter. Follow-up and resolution, as appropriate, will be completed as soon as practical. Written complaint correspondence received from customers will be forwarded to the Contract Manager.
- h. Make a reasonable attempt to identify and return lost items to customers. When it is not possible to return a lost item:
 - i. Tag the item and note the date, time and location where the item was found.
 - ii. Include the name of the person that found the item and a brief description of the item.
 - iii. Maintain a log of lost and found items.
- i. Take measures to protect any personally identifying information on lost items such as IDs, credit cards, and passports.

- j. Contact Airport Operations Manager on Duty by phone at 813-380-5853 to notify of found items. NOTE: Company has no rights to found items.
 - k. Any found items will be held until end of day and delivered to Lost and Found located at the Airport's Police and Maintenance Building located on the ground floor of the Long Term Parking Garage.
 - i. Found items are to be logged with the following information for each item:
 - 1. Finder's first and last name
 - 2. Finder's employer
 - 3. Location found
 - 4. Date found
 - 5. Item description
 - ii. Company will need to obtain the following information from owner prior to returning items that have not been delivered to Lost and Found:
 - 1. Name
 - 2. Phone Number
 - 3. Address
 - 4. City
 - 5. State
 - 6. Zip Code
 - 7. Signature
 - 8. Photo ID
 - l. Attend meetings and events as necessary or requested by the Contract Manager.
- B. Service Disruption
- 1. Immediately notify the Airport Operations Manager on Duty by phone at 813-380-5853 in the event of any actual or anticipated service disruption, including but not limited to, system failure, diminished system functionality, excessive volume of customers or bags, or any other event that may hinder or preclude the Services from being performed.
 - 2. Initiate appropriate measures to minimize disruption and inconvenience to customers. Such measures may include redirecting customers to the Main Terminal, posting signage, and/or restricting customer access to the service area to include the baggage belt, service counter and kiosks.
 - 3. Continue with such measures until system functionality has been fully restored, Services are no longer being hindered or precluded, or as otherwise directed by the Contract Manager.
- C. Staffing Plan
- 1. Incorporate the following in the Staffing Plan:
 - a. Job categories and number of Personnel per category necessary to provide the Services.
 - b. All requirements listed in Item E, Personnel, below.

2. Maintain a current Staffing Plan and submit a copy of the Staffing Plan as part of the annual budget proposal and to the Contract Manager as may be requested.
3. Modify the Staffing Plan as deemed necessary or as requested by Authority. All modifications are subject to Authority approval.

D. Job Categories

1. General Manager

- i. Be assigned exclusively as the full-time, on-site supervisor to oversee and manage the Personnel and the day-to-day Services in accordance with this Contract.
- ii. Communicate primarily with the Contract Manager.
- iii. Be on-site at the RCC a minimum of 40 hours per week.
- iv. Work a weekday schedule, Monday through Friday, providing 8:30 a.m. to 5:00 p.m. coverage of the Services operation.
- v. Have supervisory capacity on behalf of Company, capable of enforcing Company's rules and regulations and any Authority requirements.
- vi. Work cooperatively with Authority to assure quality service, provide operational data, respond to comments from customer and the general public, and respond to specific request for other assistance as needs arise.

2. Supervisors

- i. Supervise the Services provided by Customer Service Agents and Drivers.

3. Customer Service Agents

- i. Assist customers with printing boarding passes and bag tags and applying bag tags.
- ii. Load baggage on bag belt.
- iii. Provide flight information to customers.

4. Ambassadors

- a. Maintain presence near the CUSS kiosks on Level 3 of the RCC at all times in support of promoting the remote check-in product. Invite guests to utilize the service and reduce bags on train.

5. Drivers

- a. Load and unload baggage at the RCC and Induction Points.
- b. Secure all baggage not yet loaded in a transport vehicle in accordance with applicable TSA regulations.
- c. Transport baggage from the RCC to the Induction Points.

E. Personnel

1. Company will:

- a. Maintain a drug-free workplace within the meaning of the Florida Drug-Free Workplace Act.
- b. Ensure its Personnel, guests and those doing business with Company comply with the Rules and Regulations of Authority.

- c. Maintain sufficient staffing levels to provide Services at the RCC and provide a sufficient number of Supervisors to ensure Personnel are correctly performing the Services.
- d. Be responsible for the conduct, demeanor and appearance of all Personnel performing the Services including any subcontractors.
- e. Provide daily supervision of Personnel, including the monitoring of schedule adherence, and ensure that a Supervisor is present at all times when a Customer Service Agent or Driver is scheduled to provide Services.
- f. Be solely responsible for the safety, conduct and performance of its Personnel and take all necessary steps to terminate Personnel who participate in acts of misconduct. Immediately, upon written notice by Authority, Company will remove from its payroll at the Airport any Personnel who participates in unsafe and/or illegal acts, who violate Authority Rules and Regulations, or who, in the opinion of Company or Authority, are otherwise detrimental to the public.
- g. Provide a formal training program at the sole cost of Company that will be documented and modified as necessary. Maintain a training log to track Personnel training and show, at a minimum, the individual's name, date of employment, type of training and date attended. The training program and training log will be provided to the Contract Manager when requested.

2. Personnel will:

- a. Possess an Airport security badge and meet all Authority and Homeland Security requirements as detailed in this Contract.
- b. Possess a valid Florida driver's license if operating a motor vehicle on Airport roadways to perform the Services, be covered by Company's insurance, and receive Authority vehicle area training, as applicable.
- c. Be clean and neat, deal with Airport customers in a polite manner, be able to communicate effectively in English to carry out assigned job requirements, comply with Authority Rules and Regulations, and comply with Company's general rules for Personnel conduct.
- d. Not sit down, take breaks, or otherwise loiter in public areas of the RCC while in uniform.

3. Uniforms

Company will:

- a. Obtain approval in advance of all proposed uniforms, including jackets, and any changes to uniforms.
- b. Keep uniforms cleaned and well maintained.
- c. Remove Personnel that fail to wear the approved uniforms in a proper manner during work hours.

F. Operations Plan

Company will:

1. Maintain an Operations Plan that is reviewed and approved by Authority.
2. Include in the Operations Plan, at a minimum, the following:
 - a. Baggage handling and risk control to include a plan for securing baggage at remote baggage check locations and transporting baggage and delivering baggage to Induction Points no later than 40 minutes before flight departure.
 - b. Type and number of vehicles and equipment to be used.
 - c. Contingency plans for service interruptions/delays or significant and unforeseen reduction in staff.
 - d. Plan for providing extraordinary customer service and optimizing customer satisfaction.
 - e. Plan for providing wireless communication equipment as required to maintain communication among Personnel and Authority.
3. Comply with the Operations Plan in performing its duties under this Contract.
4. Make modifications to the Operations Plan as Company deems necessary or as requested by Authority. All changes are subject to Authority approval.
5. Keep the Operations Plan current and on file at all times with the Contract Manager.

G. Assigned Areas and Authority Facilities

Company will:

1. Have non-exclusive use of the following:
 - a. Assigned Areas: office and storage space.
 - b. Authority Facilities: the baggage belt, service counters and kiosks located at the RCC and Induction Points.
2. Lease additional space as Company may deem necessary, in addition to the space provided to Company by this Contract, through the Authority's Real Estate Department. Additional space will be leased at the Authority's then current rental rate.
3. Keep the Assigned Areas free of debris, trash and hazardous conditions originating from Company's provision of Services and notify Authority of any other hazardous conditions it discovers.
4. Not display advertising without prior written approval of Authority.
5. Provide immediate notice to the Contract Manager of any damage to any item in need of repair and provide Authority, or its contractor, unrestricted access at any time to the Assigned Areas for the purpose of fulfilling maintenance functions. Any damage caused by Company shall be repaired, to the satisfaction of Authority, at no cost to Authority.

H. Furnishings and Equipment

Company will:

1. Furnish the Assigned Areas as necessary to perform the Services and comply with all terms and conditions of this Contract.
2. Use only Authority-authorized software on Authority-owned devices. Authority is not responsible for providing any technical support, troubleshooting, or problem

resolution and/or any costs associated with the installation and use of unauthorized software.

3. Provide non-permanent bag storage compartments and any additional furnishings or equipment. Bag storage compartments must comply with applicable TSA regulations.
4. Set up all necessary furnishings and Equipment prior to start of Services each day and secure all necessary furnishings and Equipment at the conclusion of Services each day.
5. Provide immediate notice to the Airport Operations Manager on Duty by phone at 813-380-5853 of any damage to any item in need of repair and provide Authority, or its contractor, unrestricted access at any time to the Assigned Areas for the purpose of fulfilling maintenance functions as stated herein. Any damage caused by Company shall be repaired, to the satisfaction of Authority, at no cost to Authority.

I. Service Vehicles

Company will:

1. Provide all Equipment required to effectively and efficiently operate, manage and support the Services.
2. Provide all fuel, insurance, maintenance, and repair of Equipment.
3. Stage service vehicles at Authority-designated areas in the vicinity of each work site.
4. Ensure all service vehicles are in good condition and serviceable.
5. Display Company's business name and/or logo prominently on all service vehicles used in the performance of Services.
6. Submit to Authority a description (either photographic or otherwise) that clearly identifies the color scheme and markings of the service vehicles.
7. Not display advertising on service vehicles without prior written approval of Authority.
8. Repair any vehicle damage caused by Company's Personnel at the Company's expense.

J. Reporting Requirements

Develop, maintain, update and provide the reports listed below in sufficient detail so Authority can determine that Company is in full compliance with all Contract requirements.

1. Incident Reports

- a. Immediately notify the Airport Operations Manager on Duty by phone at 813-380-5853 of any lost or mishandled bags, incident resulting in personal injury, damage to a vehicle, and/or damage to property.
- b. Document each incident in a written Incident Report. The Incident Report shall be made on a form approved by Authority and include sufficient detail to document the event.

- c. Forward a copy of the Incident Report to the Contract Manager within forty-eight (48) hours of the incident.

2. Management and Operational Reports

a. Monthly Report

Maintain a monthly report that includes, at a minimum, the following:

- i. Detailed report of Services provided.
- ii. Summary of Personnel hiring and background checks.
- iii. Results of driver license verifications.
- iv. Trainings held and a list of attendees.
- v. Summary of customer comments, complaints, inquiries and responses.
- vi. Summary of all lost and found items.
- vii. Summary of all lost or mishandled bags.

b. Ad Hoc Report

Provide an ad hoc report that includes, at a minimum, the following:

- i. Impact summary of implemented changes.
- ii. Recommendations for service improvements.
- iii. Any other reports requested by the Contract Manager.

K. Safety and Security

Company will:

1. Immediately notify the AOC at 813-870-8770 of any suspicious behavior.
2. Work closely with Authority staff, TSA, and appropriate law enforcement personnel to coordinate on safety or security issues which affect the Assigned Areas.
3. Provide new and recurring safety training for Personnel to include, at a minimum:
 - a. Annual safety and security training
 - b. Specific training based on Authority safety and security procedures such as:
 - i. Physical safety and security
 - ii. Acceptance and handling of hazardous materials
 - iii. Theft prevention of assets
 - iv. Safeguarding of the designated location(s)

L. Consulting and Advice

Company will provide professional advice to Authority on an as-needed basis regarding observations of appropriate Services requirements, signage, internal traffic flow, customer service enhancements, holiday and peak period public information needs, and operating procedures which will improve the level of service.

M. Marketing and Public Relations

Company will:

1. If requested by Authority, distribute customer notices, as well as cooperate with and participate in marketing, promotion, advertising, public relations, and public education programs and projects.

2. Not distribute any printed or written materials without written permission from Authority.

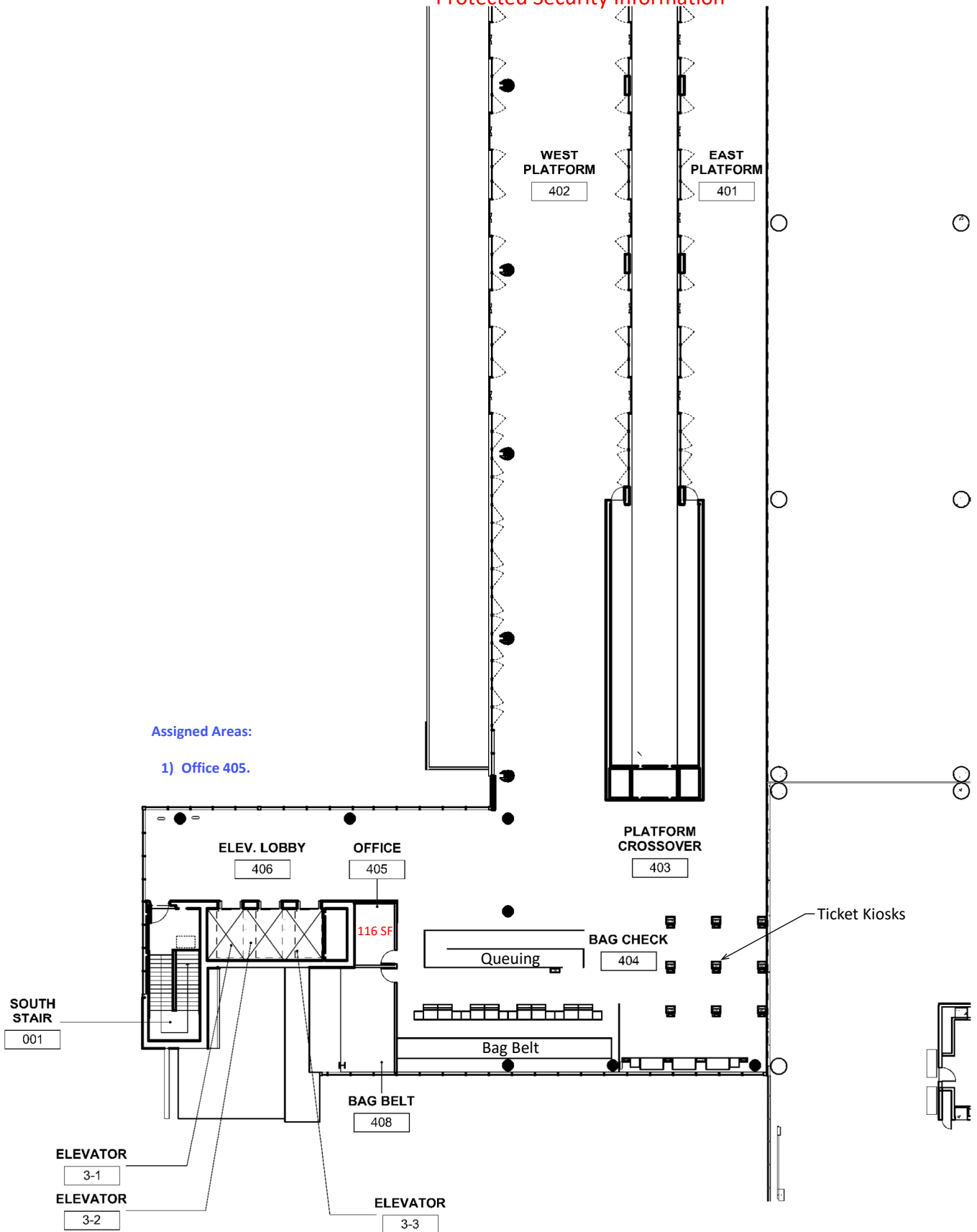
N. Transition of Services

Company will:

1. Cooperate with the transition of Services upon termination of this Contract.
2. Maintain complete responsibility for providing the Services under this Contract during such transition period.
3. If requested by Authority, provide the Services at the Management Fee and Hourly Service Rates in effect at the time of transition of Services on a month-to-month basis for up to six (6) months after the termination date of this Contract to provide for continuity and consistency of the Services until the Services are assumed by another company.

Exhibit B
Assigned Areas and Bag Check-
in Locations

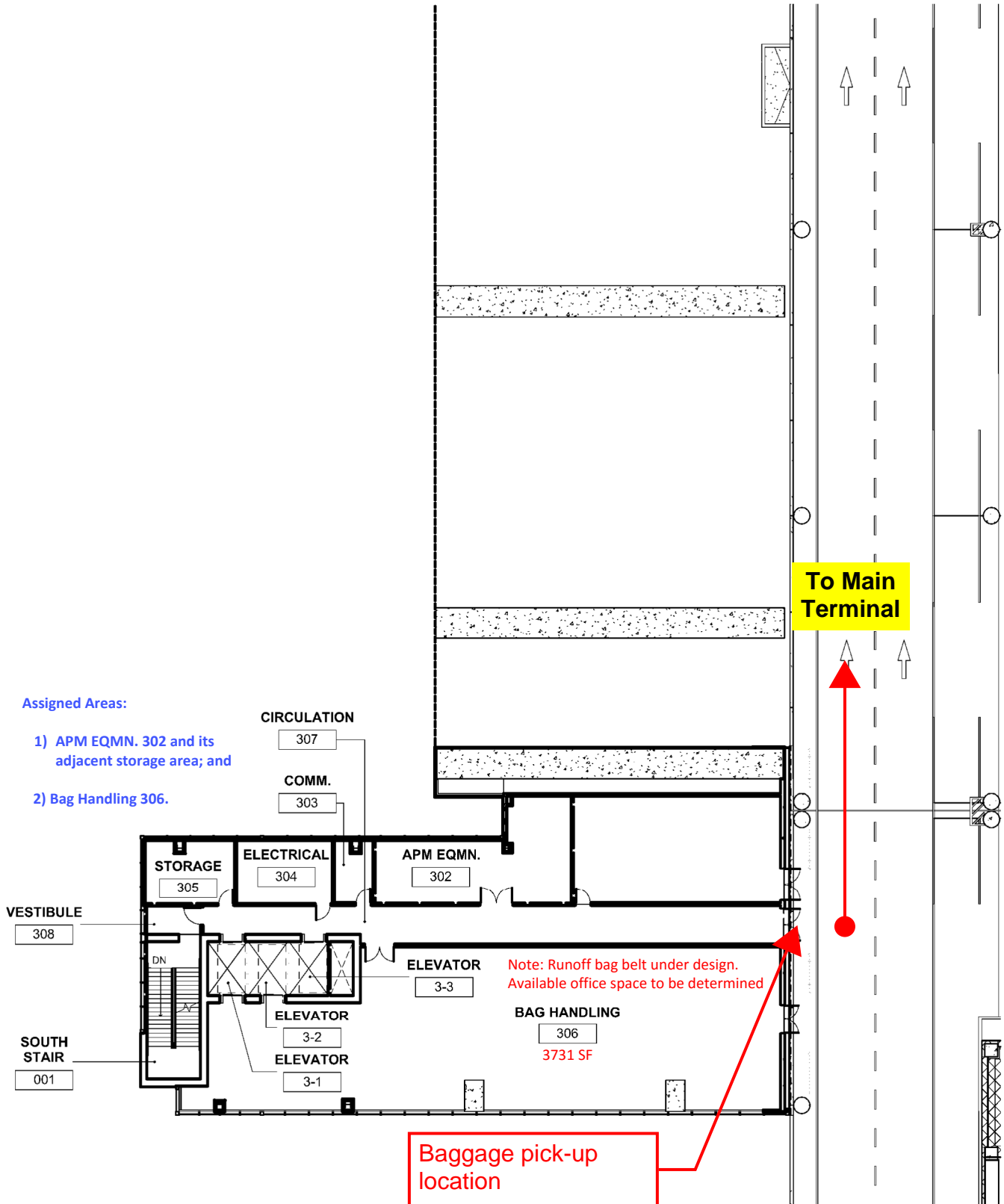
Protected Security Information



The security information contained in this document is exempt from disclosure under the Public Records Act, including but not limited to, Florida Statute Sections §281.301 and §331.22.

Exhibit B
Assigned Areas and Bag Check-
in Locations

Protected Security Information



The security information contained in this document is exempt from disclosure under the Public Records Act, including but not limited to, Florida Statute Sections §281.301 and §331.22.

Exhibit C
 Bag Delivery Route and Induction Points
Protected Security Information

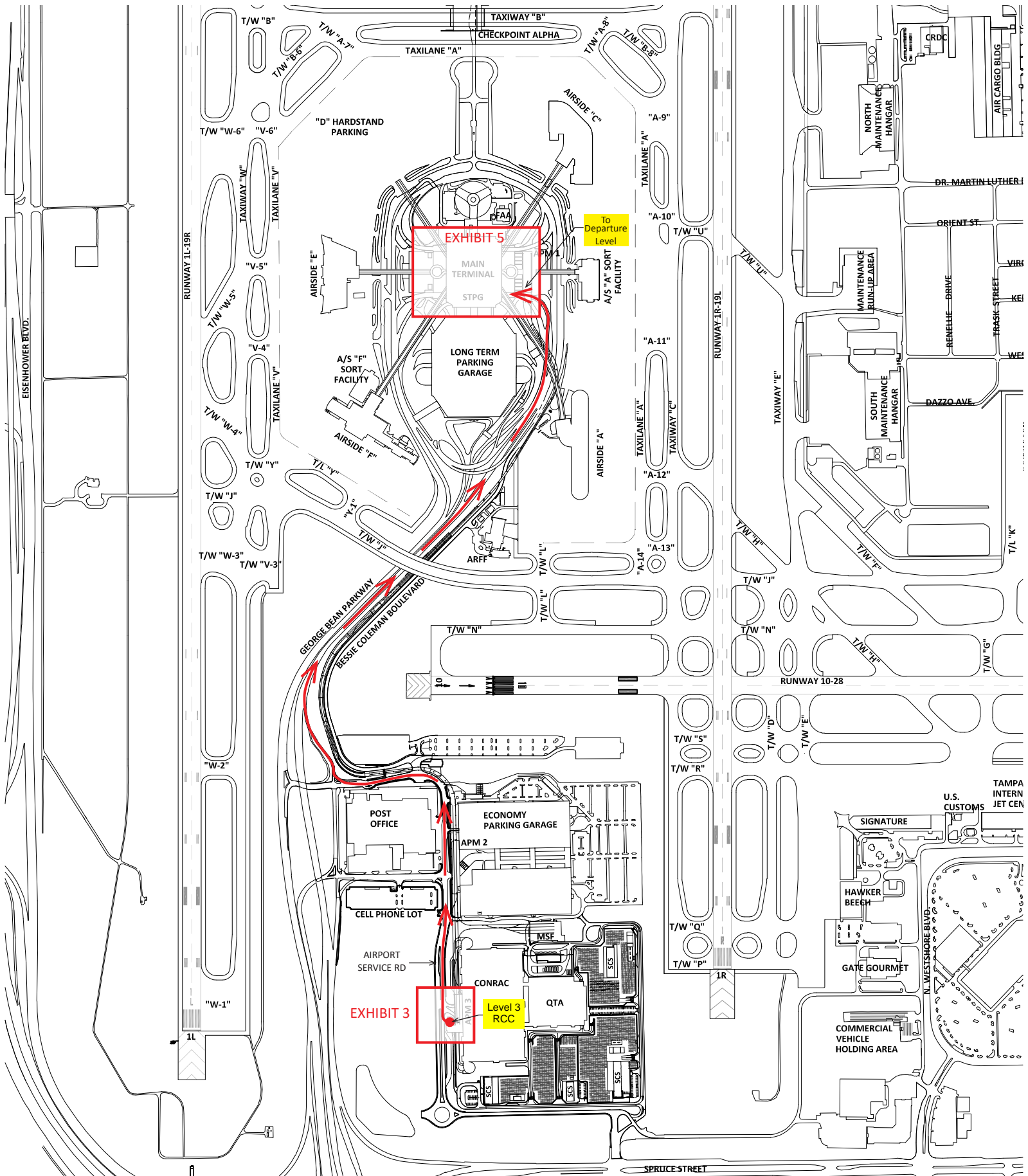
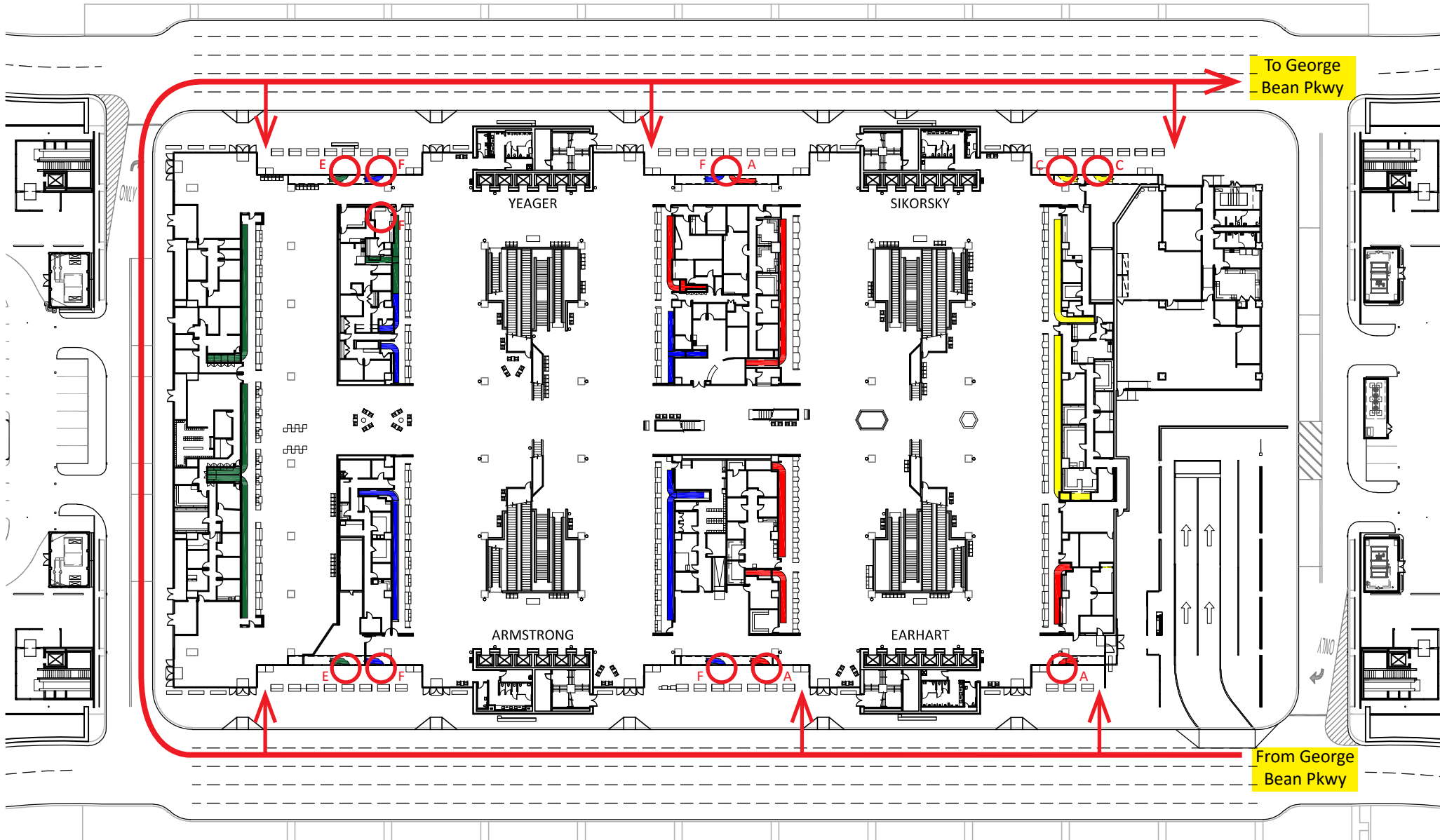


Exhibit C
 Bag Delivery Route and Induction Points
 Protected Security Information



The security information contained in this document is exempt from disclosure under the Public Records Act, including but not limited to, Florida Statute Sections §281.301 and §331.22.

Baggage Belt to Airside A █ Baggage Belt to Airside E █
 Baggage Belt to Airside C █ Baggage Belt to Airside F █

○ Baggage Induction Point

Exhibit C, Bag Delivery Route and Induction Points
 Hillsborough County Aviation Authority
 Remote Baggage Check Services Contract
 Baggage Airline Guest Services, Inc.

Dated: 06/01/2022



Remote Bag Check – Staffing Plan

Baggage Airline Guest Services, Inc.

Hillsborough County Aviation Authority

June 2022



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Staffing Plan

Section 1: Staffing Plan and Approach

1. Staffing and shift length to be mutually agreed upon by Bags and Authority, depending on operational needs. Proposed scheduled is below.
 - i. AM Shift:
 - a) 2 Supervisors/GSCs
 - a. 1 at RCC
 - b. 1 at curbside
 - b) 3 Customer Service Check-in Agents at RCC
 - c) 1 (2 Sat/Sun/Hol) Ambassadors at RCC
 - d) 6 (8 Sat/Sun) Baggage Handlers/GSCs/Alt. Driver
 - a. 3 (4) at RCC/Baggage make up area
 - b. 3 (4) at Curbside/ Blue Side
 - e) 3 (4 Sat/Sun/Hol) Drivers
 - ii. Mid Shift:– (will vary based on needs)
 - a) 1 Supervisors/GSC/Alt. Driver/BH
 - a. 1 at RCC/ Curbside –Floater
 - b) 1 (2) Customer Service Check-in Agents at RCC
 - iii. PM Shift:
 - a) 2 Supervisors/GSCs
 - a. 1 at RCC
 - b. 1 at curbside
 - f) 3 Customer Service Check in Agents at RCC
 - g) 6 (8 Sat/Sun) Baggage Handlers/GSCs/Alt. Driver
 - a. 3 (4) at RCC/Baggage make up area
 - b. 3 (4) at Curbside (Blue)
 - h) 4 Drivers
 - iv. General Manager scheduled for 0800-1700 M-F

*Shifts may adjust for operational needs



2. - Employee Work Hours/Days – Proposed Example below (currently approved by Authority as of July 2022)

Supervisors/ Admin	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total		
1	OFF	OFF	06:30-11:30	5	06:30-11:30	5	06:30-11:30	5	25	
2	4:30-12:30	8	4:30-12:30	8	06:30-11:30	5	06:30-11:30	5	31	
3	07:30-15:30	8	07:30-15:30	8	OFF	11:00-16:30	5.5	11:00-16:30	5.5	33
4	04:30-11:00	6.5	04:30-11:00	6.5	11:00-16:30	5.5	OFF	06:30-11:30	5	29
5	10:30-17:30	7	10:30-17:30	7	11:00-16:30	5.5	11:00-16:30	5.5	31	
6	10:30-17:30	7	10:30-17:30	7	OFF	11:00-16:30	5.5	11:00-16:30	5.5	31
7	OFF	OFF	07:30-15:30	8	07:30-15:30	8	07:30-15:30	8	40	
		37	37	29	29	29	29		218	

Ambassadors	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total		
8	04:45-11:15	6.5	04:45-11:15	6.5	06:45-16:00	9	06:45-16:00	9	32	
9	04:45-11:15	6.5	04:45-11:15	6.5	08:00-15:00	7.5	OFF	06:45-16:00	9	30
10	11:00-17:30	6.5	11:00-17:30	6.5	OFF	OFF	OFF	06:45-16:00	9	22
11	11:00-17:30	6.5	11:00-17:30	6.5	OFF	OFF	OFF	OFF	22	
		26	26	17	9	9	9		106	

BAC Agents	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total		
12	04:45-11:15	6.5	04:45-11:15	6.5	06:30-11:30	5	06:30-11:30	5	28	
13	04:45-11:15	6.5	04:45-11:15	6.5	06:30-11:30	5	OFF	06:30-11:30	5	28
14	04:45-11:15	6.5	OFF	OFF	06:30-11:30	5	06:30-11:30	5	27	
15	OFF	04:45-11:15	6.5	06:30-11:30	5	06:30-11:30	5	06:30-11:30	5	27
16	11:00-17:30	6.5	11:00-17:30	6.5	11:00-16:00	5	OFF	06:30-11:30	5	28
17	11:00-17:30	6.5	11:00-17:30	6.5	OFF	OFF	11:00-16:00	5	28	
18	OFF	OFF	11:00-16:00	5	11:00-16:00	5	11:00-16:00	5	25	
19	11:00-17:30	6.5	11:00-17:30	6.5	11:00-16:00	5	11:00-16:00	5	28	
20	07:30-15:30	8	07:30-15:30	8	OFF	OFF	OFF	11:00-16:00	5	26
		47.0	47.0	30.0	30.0	30.0	30.0		244.0	

Baggage Handlers	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total			
21	04:45-11:15	6.5	04:45-11:15	6.5	06:30-11:30	5	06:30-11:30	5	28		
22	04:45-11:15	6.5	04:45-11:15	6.5	06:30-11:30	5	OFF	06:30-11:30	5	28	
23	04:45-11:15	6.5	OFF	OFF	06:30-11:30	5	06:30-11:30	5	27		
24	OFF	OFF	6.5	06:30-11:30	5	06:30-11:30	5	06:30-11:30	5	27	
25	04:45-11:15	6.5	04:45-11:15	6.5	06:30-11:30	5	OFF	06:30-11:30	5	28	
26	04:45-11:15	6.5	OFF	OFF	06:30-11:30	5	06:30-11:30	5	27		
27	OFF	04:45-11:15	6.5	06:30-11:30	5	06:30-11:30	5	06:30-11:30	5	27	
28	04:45-11:15	6.5	04:45-11:15	6.5	06:30-11:30	5	OFF	06:30-11:30	5	28	
29	04:45-11:15	6.5	04:45-11:15	6.5	OFF	OFF	06:30-11:30	5	28		
30	04:45-11:15	6.5	04:45-11:15	6.5	11:00-16:00	5	11:00-16:00	5	28		
31	11:00-17:30	6.5	OFF	OFF	11:00-16:00	5	11:00-16:00	5	27		
32	OFF	11:00-17:30	6.5	11:00-16:00	5	11:00-16:00	5	11:00-16:00	5	27	
33	11:00-17:30	6.5	11:00-17:30	6.5	11:00-16:00	5	11:00-16:00	5	28		
34	11:00-17:30	6.5	11:00-17:30	6.5	OFF	OFF	11:00-16:00	5	28		
35	OFF	OFF	11:00-16:00	5	11:00-16:00	5	11:00-16:00	5	25		
36	11:00-17:30	6.5	11:00-17:30	6.5	11:00-16:00	5	11:00-16:00	5	28		
37	11:00-17:30	6.5	11:00-17:30	6.5	11:00-16:00	5	OFF	11:00-16:00	5	28	
38	11:00-17:30	6.5	11:00-17:30	6.5	07:00-16:00	9	OFF	OFF	11:00-16:00	5	27
39	11:00-17:30	6.5	11:00-17:30	6.5	OFF	OFF	OFF	07:00-16:00	9	22	
40	11:00-17:30	6.5	11:00-17:30	6.5	OFF	OFF	OFF	OFF	13		
		104	104	69	60	60	60		526		

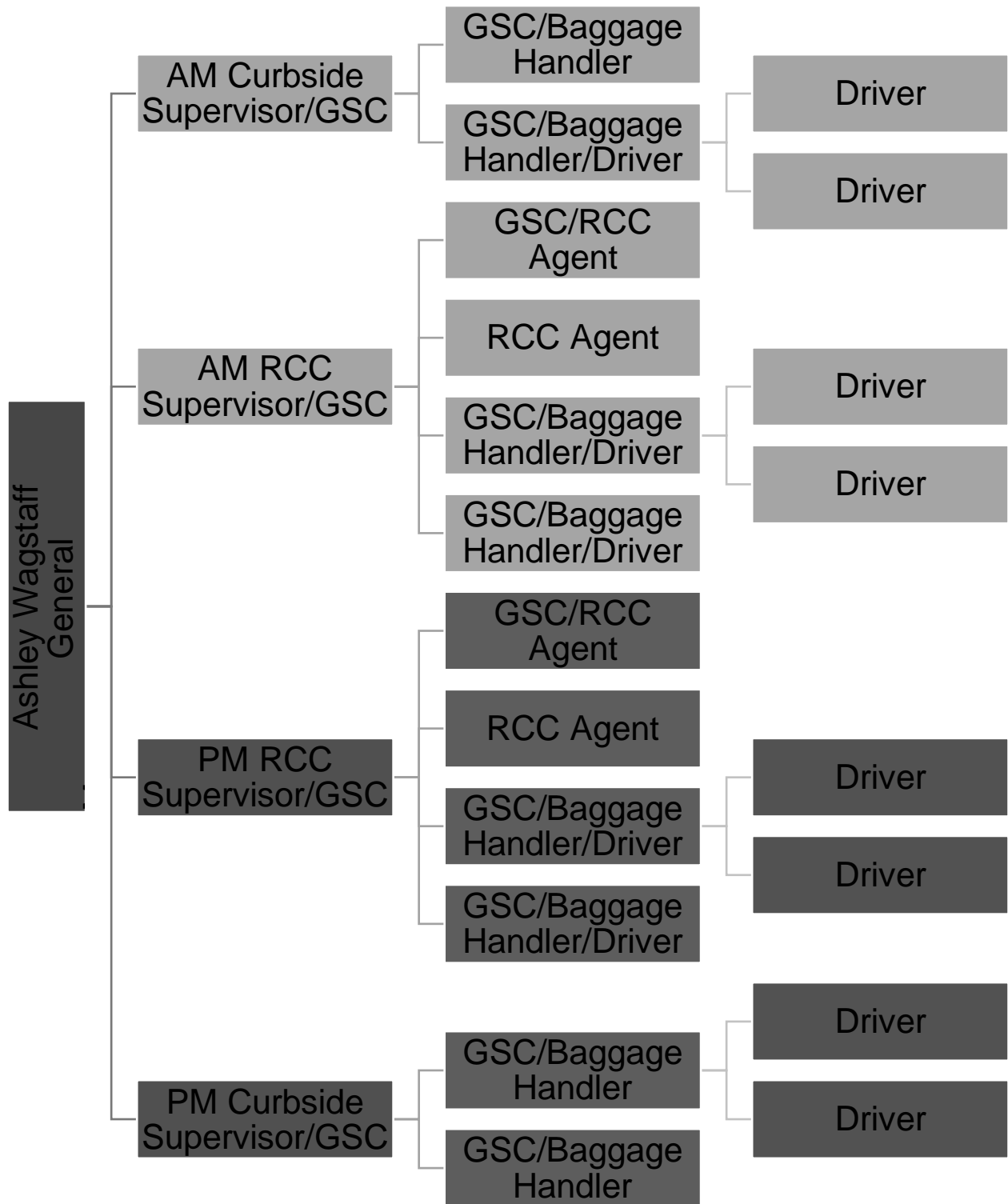
Drivers	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total		
41	04:45-11:15	6.5	04:45-11:15	6.5	06:30-11:30	5	06:30-11:30	5	28	
42	04:45-11:15	6.5	04:45-11:15	6.5	06:30-11:30	5	OFF	06:30-11:30	5	28
43	04:45-11:15	6.5	OFF	OFF	06:30-11:30	5	06:30-11:30	5	27	
44	OFF	04:45-11:15	6.5	06:30-11:30	5	06:30-11:30	5	06:30-11:30	5	27
45	04:45-11:15	6.5	04:45-11:15	6.5	11:00-16:00	5	OFF	11:00-16:00	5	28
46	11:00-17:30	6.5	11:00-17:30	6.5	11:00-16:00	5	11:00-16:00	5	28	
47	11:00-17:30	6.5	OFF	OFF	11:00-16:00	5	11:00-16:00	5	27	
48	OFF	11:00-17:30	6.5	11:00-16:00	5	11:00-16:00	5	11:00-16:00	5	27
49	11:00-17:30	6.5	11:00-17:30	6.5	OFF	OFF	OFF	11:00-16:00	5	18
50	11:00-17:30	6.5	11:00-17:30	6.5	OFF	OFF	OFF	11:00-16:00	5	18
		52	52	30	30	30	30		254	

Total Agents
50

Weekly
Total Hours
1548

Daily
Avg Hours
198

3. Supervision of Staff



4. Position Titles & Responsibilities

i. General Manager Responsibilities:

- a) Assigned exclusively as the full-time, on-site supervisor to oversee and manage the Personnel and the day-to-day Services.
- b) Communicate primarily with the Contract Manager.
- c) Be onsite at the RCC a minimum of 40 hours per week.
- d) Work weekday schedule (Monday to Friday) providing 8:30am-5pm coverage of the Services operation.
- e) Determine and maintain staffing requirements/hire and train new staff.
- f) Supervise direct reporting staff according to company policy and Authority requirements.
- g) Work cooperatively with Authority to assure quality service, provide operational data, respond to comments from customer and general public, and respond to specific request for other assistance as needs arise.
- h) Apply strategic planning to determine operational objectives
- i) Set employee goals and objectives/Develop staff to maximize potential
- j) Monitor and provide progressive counseling for attendance, customer service and presentation standards
- k) Allocate use of available resources/ensure budget requirements are met
- l) Monitor and assist staff with work progress
- m) Plan and implement procedures and systems to maximize safety and operating efficiency
- n) Facilitate the preparation and analysis of reports
- o) Review performance data to monitor and measure productivity, goal progress and activity levels
- p) Oversee the achievement and maintenance of agreed customer service levels and standards
- q) Direct daily operations/fill in with operations if needed
- r) Ensure the necessary resources and tools are available for extraordinary customer service delivery



- s) Review customer complaints, track customer complaint resolution and handle complex and escalated customer service issues
- t) Identify and implement strategies to improve quality of service, productivity and profitability
- u) Communicate with customers, corporate personnel, Authority, Air Carrier Leadership when needed



- ii. Supervisor/GSC Responsibilities:
 - a) Provide the Greatest Customer Service Ever, including customer service recovery and communication with clients and partners.
 - b) Maintain personal and work area presentation standards
 - c) Provide wayfinding and general information to passengers
 - d) Oversee the secure check in and handling of passenger baggage from the point of check in to the secure transfer to the BHS induction point. This includes applying or removing security seals to/from the vehicles transporting tagged baggage.
 - e) Make sure that all safety and security regulations are followed and documented as needed.
 - f) Proficient use of provided technology
 - g) Opening/Closing of operations as shift dictates
 - h) Be able to perform all other job functions at their location
 - i) Monitor attendance, customer service and presentation standards
 - j) Communicate with customers, General Manager, Authority, and Air Carrier Leadership when needed
 - k) Complete duty log at end of shift
 - l) Other duties as assigned



- iii. Customer Service Agent/GSCs Responsibilities:
 - a) Provide the Greatest Customer Service Ever while checking passengers in for their flights following TSA protocols and
 - m) Maintain personal and work area presentation standards
 - b) Proficient use provided technology
 - c) Provide wayfinding and general information to passengers
 - d) Correctly tag baggage to be checked in along with collect associated air carrier baggage fees
 - e) Follow all prescribed regulatory and compliance protocols once baggage has been checked in
 - f) May be called upon to oversee the secure check in and handling of passenger baggage from the point of check in to the secure transfer to the BHS induction point. This includes applying or removing security seals to/from the vehicles transporting tagged baggage
 - g) Professionally communicate necessary information to Supervisors and GSCs
 - h) Other duties as assigned



- iv. Baggage Handler/GSC/Driver Responsibilities:
 - a) Provide the Greatest Customer Service Ever while handling checked baggage
 - b) Proficiently use provided technology
 - c) Ensure that all checked baggage is scanned into RAC Track, sorted by air carrier and stored in order of departure time
 - d) Oversee the secure check in and handling of passenger baggage from the point of check in to the secure transfer to the BHS induction point. This includes applying or removing security seals to/from the vehicles transporting tagged baggage.
 - e) Ensure that all safety and security regulations are followed and documented as needed.
 - f) Securely load tagged baggage into the delivery vehicle, separated by air carrier,
 - g) Safely and efficiently transport baggage to the prescribed induction points at the Tampa International Airport Terminal
 - a) Wait for verification from the curbside GSC to be able to unload baggage
 - b) Assist GSC with the unloading of baggage, following all security protocols, while maintaining vehicle security
 - c) Professionally communicate necessary information to Supervisors and GSCs
 - d) Accurately document any necessary information in Driver Log
 - h) Put gas in delivery vehicle following company procedures
 - i) Other duties as assigned



- v. Driver Responsibilities:
 - a) Provide the Greatest Customer Service Ever
 - e) Complete Vehicle Inspection at beginning of every shift
 - f) Provide wayfinding and general information to passengers
 - g) Securely load tagged baggage into the delivery vehicle, separated by air carrier
 - h) Drive in a legal, safe and courteous manner within speed limits
 - i) Safely and efficiently transport baggage to the prescribed induction points at the Tampa International Airport Terminal
 - j) Wait for verification from the curbside GSC
 - k) Assist GSC with the unloading of baggage following all security protocols, while maintaining vehicle security
 - l) Professionally communicate necessary information to Supervisors and GSCs
 - m) Accurately document any necessary information in Driver Log
 - n) Put gas in delivery vehicle following company procedure
 - o) Other duties as assigned



Section 2: Employee Experience Requirements

1. Employee Experience Requirements

i. General Manager

- a) Has at least five (5) years' managerial experience in airline/hospitality, restaurant, tourism, retail, City or armed forces
- b) Has at least two (2) years of managerial experience providing Baggage Check/Handling Services to one U.S. commercial air carrier during the period of February 7, 2012 through February 6 2017.

ii. Supervisor

- a) Has at least three (2) years' experience in airline/hospitality, restaurant, tourism, retail, city or armed forces
- b) Has at least two (2) years of driving experience

iii. Check-in Agents

- a) Has at least six (6) months experience providing customer service in airline/hospitality, restaurant, tourism, retail or armed forces

iv. Baggage Handlers/Drivers

- a) Has at least two (2) years of driving experience
- b) Has at least six (6) months experience providing customer service in airline/hospitality, restaurant, tourism, retail or armed forces

v. Ground Security Coordinators

- a) All remote check-in operations shall have a trained GSC on site at all times of operations, acting as an Air Carrier Authorized Representative. This GSC shall have a fingerprint-based Criminal History Records Check (CHRC) in accordance with CFR 1544.229 completed by the airport's ID/access media office. The results of the CHRC can be provided by the airport performing this check. All GSCs have successfully passed GSC training provided by Delta Airlines. Training results and certification are filed in and are accessible through the Delta Deltamatic Training System located at TPA and shall be made available to the TSA upon request.



2. Disqualifying Offenses (All positions)

- i. Previously employed by Bags or Tampa International Airport and designated as a non-rehire status
- ii. Had a SIDA badge revoked
- iii. Does not complete required drug test within three business days of contingent job offer
- iv. Is not able to clear Bags pre-hire national/county background check, CHRC and/or STA
- v. Does not have proper documents needed to complete a TPA SIDA badge application or Form I-9
- vi. Does not complete pre-requisite training or DOT FAA drug test within the established deadline to qualify for GSC class
- vii. Misrepresents qualifications on resume or job application
- viii. Does not meet Bags presentation standards



Section 3: Background Checks

1. Date of contingent hire, potential employee must give permission for us to run a 5 year check on:
 - i. Social Security Number trace
 - ii. Nationwide Criminal Check
 - iii. One County Criminal Search in their home county
 - iv. If an alert is returned on Nationwide Criminal Check, a County Criminal Check will be run for the county involved
2. Must complete a 5-panel Non-DOT eCup Drug Test within three business days
3. Additionally, all employees taking GSC class will also take a DOT FAA drug test
4. All employees are subject to a 3 Year MVR check
 - i. Clear MVR= less than 2 minor violations; OR 1 at-fault accident; OR no more than a combination of 1 minor violation and 1 at-fault accident
 - ii. Borderline MVR-2 minor violations; OR 2 at-fault accidents; OR any combination of minor violations and at-fault accidents totaling 3 occurrences.
 - iii. Deny MVR-1 or more major violations, OR 3 or more minor violations and at-fault accidents totaling 4 or more occurrences.
 - iv. At-Fault Accident-Any accident where the driver is cited with a violation or negligently contributes to the incident or any single vehicle accident where the cause is not equipment related
 - v. Anyone under 21 may not have incurred two (2) or more minor violations ever
 - vi. Drivers with three or more violations within a 3-year period represent a significantly greater risk to the Company because they are more likely to be involved in a vehicular accident than those with no traffic violations. Any driver with an MVR consisting of any combination of accidents and moving violations that total 4 within the past 3 years will be denied driving privileges with the Company.
 - vii. Major violations
 - a) Driving under the influence of alcohol/drugs (DUI/DWI)
 - b) 6 or more "points" accumulated within the past 3 years



- c) Driving while license is suspended/revoked, when suspension is due to a moving violation
 - d) Reckless driving/speeding
 - e) Speed 1-10 MPH over the speed limit and the driver is under 21
 - f) Speed 11-20 MPH over the speed limit and the driver is under 21/over 65
 - g) Speed 21 MPH or more over the speed limit
 - h) Hit and run
 - i) Operating a motor vehicle without the owner's authority
 - j) Using a motor vehicle for the commission of a felony
 - k) Homicide, manslaughter or assault arising out of the use of a vehicle
- viii. Minor Violations
- a) Speeding other than above
 - b) Chargeable accidents
 - c) Any other moving violations
5. Reference Services Inc. (RSI), a full-service background screening and drug testing firm, is our provider for pre-hire background and pre-hire drug testing services for non-DOT employees.
6. First Advantage is our consortium for our Registered DOT FAA Drug & Alcohol Abatement Program. They provide the following DOT mandated testing:
- i. Pre-employment for DOT employees
 - ii. Random
 - iii. Reasonable Suspicion
 - iv. Return to Duty
 - v. Post- Accident



Section 4: Training

Bags Proprietary Training (All RBC Employees)

Course	Length	Method of Instruction	Frequency
Bags First Class	3.5 Hours	Classroom	Initial Only
Intro to RBC	8 Hours	Classroom	Initial Only
Intro to Driving	1.5 Hours	Classroom	Annual
RBC On the Job Training	3-5 Days	In the Field	Initial Only
Advanced Customer Service	3 Hours	Classroom	Optional Certification
Leadership Development	1 Week	Classroom	Optional Certification

Air Carrier Regulatory & Compliance Training (All RBC Employees)

Airline/Course	Length	Method of Instruction	Frequency
Delta			
Annual Qualifying Training (AQT)	6 Hours	Online	Annual
Disability & Differences (DDP)	1 Hour	Online	Annual
JetBlue			
Dangerous Goods	1.5 Hours	Classroom	Annual
Payment Card	.5 Hours	Classroom	Annual
Security Awareness	1 Hour	Classroom	Annual
Disability	1 Hour	Classroom	Annual
Southwest			
Dangerous Goods	1 Hour	Online	Annual
Disability Awareness	.75 Hours	Classroom	Annual
CAPPS ID	.5 Hours	Classroom	Annual
Alaska			
Dangerous Goods Awareness	.5 Hours	Online	Annual
Passenger Security	.5 Hours	Online	Annual



GSC Certification Training (All GSC Certified Employees)

Airline/Course	Length	Method of Instruction	Frequency
Delta			
Security Search Video	.25 Hours	Online	Annual
Security Resources	.5 Hours	Online	Annual
Field Study	1 Hour	Independent Study	Initial Only
GSC Certification	8 Hours	Classroom	Initial Only
Alaska			
GSC Off Airport Baggage Acceptance	.25 Hours	Online	Annual
American Airlines			
GSC Differences Memo	Varies	Read & Sign	Annual
United Airlines			
GSC Differences Memo	Varies	Read & Sign	Annual



Bags First Class Detailed Syllabus

1. Complete New Hire Paperwork
2. Welcome
3. HR/Handbook Review
 - i. HR Policies
 - ii. Report it! Hotline
 - iii. Sexual Harassment Video
4. About Bags
 - i. Mission-Make Travel Easier
 - ii. Values-Friendly, Authentic, Responsible, Honest
 - iii. Culture-Greatest Customer Service Ever
 - iv. Company History
5. The 4 Quality Standards
 - i. Safety & Security
 - a) Correct Lifting Techniques
 - b) Compliance
 - ii. First Class Customer Service
 - a) Internal & External Customer Service
 - b) Communication
 - a. Speaking-3 ways
 - b. Listening-3 types of questions
 - c) Consciously Competent Customer Service
 - iii. Relationship Focused Service
 - a) Greet
 - b) Connect
 - c) Respect
 - iv. First Class Service Strategies
 - a) Customer Service Recovery-LAST
 - b) Daily Evaluation through the lens of Customer & Client



- vi. Presentation
 - a) Personal Presentation Standards
 - b) Work Area Presentation
- vii. Operational Efficiency
 - a) Show up on time & when scheduled/Attendance
 - b) Know how to do your job accurately
 - c) Be a team player to ensure the job gets done correctly
- viii. Customer Service Recognition
 - a) First Class Ticket
 - b) Challenge Coin



Intro to RBC (Remote Baggage Check-in) Detailed Syllabus

Bags Review

1. Mission-Make Travel Easier
2. Values-Friendly, Authentic, Responsible, Honest
3. Culture-Greatest Customer Service Ever

We are TPA!

1. Vision-To attain the highest level of accreditation, achievement and recognition in public procurement for innovation, excellence and customer service
2. Values-Professional, Partnership, Transparent, Credible, Efficient, Customer Focused
3. Fun Facts/History-40 years old, almost 18 million passengers, 150,000 arrivals and departures, Ranked 2nd in the US and 3rd globally

TPA Wayfinding

1. RCC
2. Terminal
3. Tampa

Common Terms

Hillsborough County Aviation Authority	Common Use System	Induction Point
PNR	RAC Track	GSC
Baggage Hygiene	Baggage Metering	Risk Control
SOP	Bingo Sheet/Sticker	SIDA Badge
BHS	Seal	Military Time

Remote Baggage Check- in Team/Responsibilities

1. General Manager
2. Supervisors
3. Customer Service Agents
4. Baggage Handler
5. Driver
6. Designated GSC



Four Quality Standards Ascending Order

4. Operational Efficiency

1. Employee number/Kronoslog in
2. Clocking in and out/taking breaks
3. Scheduling
4. Always following established Standard Operating Procedures (SOP)
5. When something prevents you from following SOP, always use pre-determined contingency plans
6. No matter what, always put safety & security first
7. Check-in SOP
8. Transporting Baggage and Delivering to Induction Points (no later than 40 minutes before flight departure time) SOP
9. Designated curbside GSC/Baggage handler follows induction point protocol
10. Contingency plans

3. Presentation/Appearance Guidelines

1. **Nametag** – All Employees are required to wear a Bags nametag on their left shoulder area. The nametag should be worn on the outer-most layer of clothing. Personalized nametags with your first name and hometown are ordered on your first day of work. A temporary nametag, which must be returned, will be issued until your nametag is available
2. **Uniform** – Uniforms will be approved by the Authority. Uniforms must be clean and neatly pressed each day. Shirts must be tucked in at all times.
3. **Tattoos** – Tattoos must be discreetly and completely covered at all times. If the tattoo cannot be covered by clothing, then theatrical makeup that matches your skin tone must be used.
4. **Fingernails** – Fingernails should be neat and clean.
 - **Females:** Fingernails should not exceed one-fourth of an inch beyond the fingertip. If polish is used, it should be a neutral color. Charms or decals on fingernails are not permitted.
 - **Males:** Fingernails should not extend beyond the tip of the finger.



6. **Hairstyle** – Hair should be neatly arranged in a classic, easy-to-maintain style.
 - **Females:** Hair below shoulder length should be confined if it falls over the face while working. If the hair color is changed, it must be natural-looking and well maintained. Subtle highlights or frosting are permitted, as long as it is uniform over the whole head. Conservative braided hairstyles without beads or ornamentation are permitted. Hair Accessories must be a neutral color or a solid color that matches the uniform.
 - **Males:** Hair should not extend beyond or cover any part of the ears or the shirt collar. Hair should be neatly cut, forming a smooth, symmetrical appearance. Extreme or bi-level styles are not permitted. Conservative braided hairstyles that are neatly braided close to the scalp in straight rows are permitted. Extremes in dyeing, bleaching or coloring are not permitted.
7. **Facial Hair/Sideburns** – Aside from a fully grown, well maintained mustache, males are expected to be clean shaven every day. Beards and goatees are permitted but must be neatly trimmed and fully grown in. Sideburns should be neatly trimmed, straight and even in width, and should not extend beyond the bottom of the earlobe.
8. **Jewelry/Body Piercing** - Jewelry should be limited to a wrist watch and one ring per hand. Females may wear one pair of earrings in the bottom of the earlobe. Earrings may not exceed the size of a quarter. Males may not wear earrings. Necklaces, bracelets and ankle bracelets are not permitted.
9. **Personal Electronic Devices** – Cell phones and other electronic devices may not be used in your work area. They should be concealed from view and operated on silent mode, if carried. Personal Electronic Devices may be used during designated breaks in approved areas.
10. **Eyewear** - Sunglasses that block interpersonal communication with a guest, passenger, employees, and clients should be avoided. Only sunglasses that allow the eyes to be seen are permitted unless there is a documented reason to wear dark sunglasses by a medical professional. No mirrored or dark, opaque lenses are allowed. Sunglasses are not to be worn at night, in dark areas, or indoors. Employees should remove sunglasses when engaging in interactions with a guest, passenger, employee or client. Sunglasses should not be visible when not in use. Safety glasses may be required depending on your role and location



2. First Class Customer Service

Operational Efficiency is getting the task completed. First Class Service is the manner in which you accomplish the task.

1. Relationship Focused Service
2. Nonverbal communication
3. Customer service voice
4. Know how to handle common issues
5. Role Play/Apology practice
6. Evaluation/Audits and Secret Shoppers
 - i. Did the RBC Agent/GSC acknowledge as many Guests, including children, as possible?
 - ii. Did the RBC Agent/GSC look approachable before the interaction?
 - iii. Was the RBC Agent/GSC's work area show ready?
 - iv. Did the RBC Agent/GSCs actions reflect the volume/demand of the area at the moment?
 - v. Did the RBC Agent/GSC offer to assist the guest with their luggage upon check in?
 - vi. Did the RBC Agent/GSC make eye contact with the Guest at the beginning of the interaction?
 - vii. Did the RBC Agent/GSC smile at the beginning of the interaction?
 - viii. Did the RBC Agent/GSC greet the Guests or respond appropriately at the beginning of the interaction?
 - ix. When a question or request was asked of the RBC Agent/GSC, did they have or find the correct answer?
 - x. Did the RBC Agent/GSC offer the Guests any additional assistance?
 - xi. Did the RBC Agent/GSC display appropriate body language throughout the interaction?
 - xii. Was the RBC Agent/GSC courteous (verbally and non-verbally) throughout the interaction?
 - xiii. Did the RBC Agent/GSC take the opportunity to individualize the interaction?
 - xiv. Did the RBC Agent/GSC use the guest's name during this interaction?
 - xv. Did the RBC Agent/GSC model the Bags Look?



- xvi. Did the RBC Agent/GSC end the interaction in a positive manner?
- xvii. Did the RBC Agent/GSC seek out guest contact?
- xviii. Was a manager or GSC visible in the area during the audit?
- xix. Did the RBC Agent/GSC fill out luggage tags completely and correctly?
- xx. Did the RBC Agent/GSC provide the guest with a claim receipt?
- xxi. Did the Agent provide the guest with appropriate instructions for the pick up or delivery of their luggage?
- xxii. Did the Agent log luggage correctly?
- xxiii. Did the Agent store luggage correctly?
- xxiv. Did the RBC Agent/GSC stay focused on the Guest throughout the interaction?

1b. Security

- 1. Southwest Regulatory & Compliance Classroom Training
 - i. Disability Awareness
 - ii. CAPPS ID
- 2. JetBlue Regulatory & Compliance Classroom Training
 - i. Dangerous Goods
 - ii. Payment Card
 - iii. Security Awareness
 - iv. Disability
- 3. Secured Items
- 4. Restricted Areas
- 5. Airport Badges
- 6. Suspicious behavior
- 7. Unattended items
- 8. Handling Security Violations
- 9. TSA/FAA Audits
 - i. LOI
 - ii. Possible fines
- 10. Role of GSC



1a. Safety

1. Lifting, pushing/pulling
2. Broken Items
3. Slips, Trips, falls
4. Carts & cages
5. Belts
6. Baggage
7. Vehicles
 - i. Doors
 - ii. Hinges/locks
8. Baggage Hygiene
9. Report it!



Intro to Driving Detailed Syllabus

1. Driving for work
2. Attended once upon hire
3. May be repeated after first minor driving related incident
 - i. Driving Preparation
 - a) Vehicle Maintenance
 - b) Vehicle Inspection
 - c) Planning
 - d) Emergency Supplies
 - e) Securing Cargo
 - f) Seat Belts
 - g) Cell Phones
 - h) Quiz
 - ii. Alert Driving
 - a) Driving While impaired
 - b) Avoiding Distractions
 - c) Scanning the Road
 - d) Things to Look For
 - e) Increasing Reaction Time
 - f) The Two-Second Rule
 - g) Quiz
 - iii. Driving Hazard Recognition
 - a) Intersections
 - b) Blind Spots
 - c) Limited Visibility
 - d) Losing Traction
 - e) Erratic Drivers
 - f) Pedestrians, Animals, Parked Vehicles
 - g) Quiz



On the Job Training Detailed Syllabus

1. Uniform and clean work area
2. Dayforce clock in/out
3. Common Use System
4. RAC Track
5. Check-in SOPs
6. Baggage Handling SOPS
7. Baggage Transport SOPS
8. Induction Point SOPs
9. Regulatory and Compliance
10. Contingency plans
11. Wayfinding
12. Customer Service Recovery



Section 5: Hiring and Retaining Personnel

1. The foundation of our hiring and training plan is our Four (4) Quality Standards
 - i. Safety & Security
 - ii. First Class Customer Service
 - iii. Presentation
 - iv. Operational Efficiency

2. Our Quality Standards guide our interview process and employee selection pulled from our Ceridian Dayforce applicant tracking system which utilizes their eQuest Advantage Network (includes multiple Veteran hiring sources) as well as connects to our accounts with Indeed, Monster, CareerBuilder and Job News USA. Job News USA also provides us with job fairs in the Tampa area. This applicant tracking system is part of our integrated Human Resources Information System which simplifies the onboarding process by taking the information provided during the application process and applies it to all future onboarding and payroll processing needs.

# EMPLOYEES BY POSITION	
General Manager	1
Supervisor	6
Check In Agent	6
Driver / Baggage Handler	24
Total	37

3. We give our employees the right tools to be successful by providing researched based customer service strategies with an instructional design that presents customer service concepts in an easy to grasp format. Concepts include:
 - i. Internal & external customer service
 - ii. Communication skills
 - a) Speaking
 - b) Listening
 - iii. Specific strategies for
 - a) Relationship Focused Service
 - b) Raising basic customer service to First Class Service
 - c) Customer service recovery
 - d) Maintaining a positive personal and work area presentation
 - e) Personal evaluation of customer service skills



4. Bags Challenge Coin-Every employee who successfully completes Bags First Class receives our Company Challenge Coin which reinforces our pride in our company and our shared; Mission to Make Travel Easier; Values of Friendly, Authentic, Responsible, and Honest; and Culture to deliver the Greatest Customer Service Ever.
5. Exceptional, professional customer service training and on the job training ensures our employees have the right tools for them to be successful, which increases job satisfaction.
6. We recognize employees who provide the “Greatest Customer Service Ever!” with our First-Class Ticket Program and Greatest Customer Service Ever service pin.
7. We provide follow-up customer service training which include advanced customer service recovery techniques and leadership skills.
8. Because we are a fast growing and innovative company with unique products, we develop our employees and promote from within whenever possible. We find providing frequent management opportunities to our front-line employees creates loyalty.



Employee Name: _____ Job: _____
 Work Location: _____
 Recognized By: _____ Date: _____
 Manager Name & Signature: _____

I recognize you for displaying this value or quality standard:

Safety & Security First Class Service Presentation Operational Efficiency
 Friendly Authentic Responsible Honest

Detailed Description: _____

Top Copy: Place in your location's First Class Ticket Box. Bottom Copy: Employee keeps.
 Card must be filled out completely and neatly to be eligible for a Bags First Class drawing.
 Entries qualify you to be considered for Bags Employee of the Year.

Thank You.





Section 6: Standards of Conduct

Bags First Class explicitly covers the expected behaviors for our employees. Below is list of unwanted behaviors that are handled through progressive counseling.

Unsatisfactory job performance Level 1 (Documented Verbal Warning)

1. Unauthorized personal phone usage
2. Lost or damaged equipment
3. Guest or client service below expected standards
4. Not following operational procedures
5. Not filling gas tank of truck after use
6. Failing to be on time for baggage pick-ups
7. Job Responsibilities not mentioned
8. Audit failure (Secret Shopper)
9. Does not meet appearance guidelines
10. Calling out to someone other than authorized personnel
11. Switching shifts without manager approval
12. Unacceptable service levels or non-security audit results below the expected standards
13. Other infractions

Unsatisfactory job performance Level 2 (Written Warning)

1. Conduct affecting performance or security
2. Lost or damaged equipment
3. Lost something under \$20
4. Unsatisfactory job performance of a more serious nature.
5. Improper handling of vehicles
6. Audit failure (Bags Compliance-minor offense)
7. Working in an unsafe manner Pulling cages
8. Lifting incorrectly
9. Speeding
10. Failure to follow company procedures
11. Other infractions/repeated level 1 infractions



Unsatisfactory job performance Level 3 (Final Written)

1. Audit failure (Bags Compliance that would lead to a TSA, state, FAA, DOT)
2. Unprofessional conduct on or off the clock while on client or company property
3. Working in an unsafe manner
4. Failure to follow company procedures
5. Handling of cash in an unauthorized manner
6. Working when not authorized/scheduled
7. Repeated employee accidents
8. Violation of key policy
9. Other infractions/repeated level 1 & 2 infractions

Unsatisfactory job performance Level 4 (Recommended Separation)

1. Audit failure (TSA, DOT, FAA)
2. Unprofessional conduct on or off the clock while on client or company property
3. Working in an unsafe manner
4. Theft
5. Refusal of a direct work order
6. Walking off the job in an unauthorized manner
7. Fighting, threatening behavior or harassment of any kind
8. Soliciting tips
9. Violating empty pockets policy
10. Insubordination
11. Failure to comply with an investigation
12. Falsification of Company or client records
13. Being in possession of, selling or distributing, or being under the influence of any controlled substance
14. Failure to report criminal convictions or changes in MVR and/or criminal background
15. Accepting or giving a bribe
16. Unauthorized disclosure of proprietary and/or confidential information
17. Other/repeated infractions



More detailed descriptions for certain behaviors are found in our Employee Handbook.

Fraternization

In order to minimize the risk of conflicts of interest and promote fairness, the Company maintains the following policy with respect to relationships in the workplace:

No person in a management or supervisory position shall have a romantic, sexual or dating relationship with an employee or client of the Company without first fully disclosing the relationship to the Vice President of Human Resources. The Company reserves the right to decide if the relationship creates a conflict of interest or favoritism and may adversely impact the operations of the Company. In the event the Company determines the relationship does create a conflict and/or adversely impacts operations of the Company, the Company may terminate employment. Individuals involved in a relationship covered by this policy may be asked to sign a document acknowledging that their relationship is free from coercion and harassment.

Employees in violation of this disclosure policy may be subject to termination of employment.

Discretion and Non-Discrimination

The Company retains discretion in its enforcement of this policy. Decisions made under this policy will be made based on operational and business reasons and without regard to, race, color, religion, creed, national origin or ancestry, ethnicity, sex, gender, age, physical or mental disability, citizenship, past, current or prospective service in the uniformed services, genetic information or any other characteristic protected under applicable federal, state or local law.

Corrective Counseling

It is the Company's policy to treat all employees equitably and to administer all policies, procedures, rules and regulations consistently. Employees are expected to observe certain standards for job performance and good conduct. When an



employee's performance is unsatisfactory or when an employee violates the rules and regulations of the Company, appropriate action will be taken.

This policy encourages the use of counseling and progressive disciplinary measures to correct unsatisfactory job performance and/or conduct. Forms of discipline that the Company may elect to use include verbal counseling, written warnings, final warnings and/or discharge. The purpose of the Corrective Counseling process is to identify and discuss areas for improvement and to assist the employee in areas of deficiency and attaining the desired level of performance or conduct to benefit both the employee and the Company.

The Company recognizes that there are circumstances or certain types of offenses and/or deficiencies that may warrant either a final warning or discharge without going through the other Corrective Counseling steps. Accordingly, the Company reserves the right to bypass the Corrective Counseling steps at its discretion.

Nothing contained in this policy is intended to alter the at-will employment relationship between the Company and its employees or to create legally enforceable contractual rights.

Workplace safety

The Company is committed to maintaining a safe workplace. To further its goal, the Company has issued guidelines. You are required to comply with the Company's guidelines as well as any applicable federal, state and local laws. It is the responsibility of each employee to conduct all tasks in a safe and efficient manner.

If you witness any unsafe conditions or potential hazards, you must report them to your direct supervisor immediately or if your direct supervisor is unavailable, the next level above your direct supervisor or the Director of Safety and Compliance as soon as possible.

All workplace injuries, accidents or illnesses must be reported to the Human Resources/Workers' Compensation Department immediately, regardless of the severity. It is the responsibility of the employee to complete a Notice of Injury Report



for each safety and health infraction incurred by an employee or that the employee witnesses. The Notice of Injury Report can be obtained from your supervisor.



Tobacco-free Workplace

The Company prohibits and will not tolerate smoking in the workplace, including all indoor facilities, offices, break-rooms, bathrooms and company vehicles. Smoking is also prohibited on Company's outdoor property with the exception of designated areas.

For purposes of this policy, smoking includes lighting, smoking or carrying a lighted cigarette, cigar, pipe, chewing tobacco and the use of any electronic smoking device.

This list is illustrative only and not exhaustive.

SOCIAL MEDIA POLICY

At the Company we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world.

However, the use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all employees who work for the Company or one of its subsidiary companies.

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Company as well as any other form of electronic communication.

The same principles and guidelines found in the Company's policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved and follow the three additional guidelines below. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects members, customers, suppliers, people who work on



behalf of the Company or the Company's legitimate business interests may result in disciplinary action up to and including termination.

1. Know and follow the rules.

Carefully read these guidelines, and the Anti-Discrimination & Anti-Harassment Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

2. Be respectful.

Always be fair and courteous to fellow employees, customers, members, suppliers or people who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, employees or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of, race, color, religion, creed, national origin or ancestry, ethnicity, sex, gender, age, physical or mental disability, citizenship, past, current or prospective service in the uniformed services, genetic information or any other characteristic protected under applicable federal, state or local law.



3. Post only appropriate and respectful content.

Maintain the confidentiality of the Company trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.

Do not create a link from your blog, website or other social networking site to a Company website without identifying yourself as a Company employee.

Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company fellow employees, members, customers, suppliers or people working on behalf of the Company. If you do publish a blog or post online related to the work you do or regarding subjects associated with the Company make it clear that you are not speaking on behalf of the Company. It is best to include a disclaimer such as “The postings on this site are my own opinions/views and do not necessarily reflect the views of the Company.”

ANTI-HARASSMENT POLICY

The Company strictly prohibits and does not tolerate unlawful harassment against employees or any other covered persons because of, race, color, religion, creed, national origin or ancestry, ethnicity, sex, gender, age, physical or mental disability, citizenship, past, current or prospective service in the uniformed services, genetic information or any other characteristic protected under applicable federal, state or local law.

Sexual Harassment

All Company employees, other workers, and representatives including vendors, customers, and clients are prohibited from harassing employees and other covered persons based on that individual's sex or gender and regardless of the alleged harasser's sex or gender.



Sexual harassment means any harassment based on someone's sex or gender. It can include harassment that is not sexual in nature (for example, offensive remarks about an individual's sex or gender), as well as any unwelcome sexual advances or requests for sexual favors or any other conduct of a sexual nature, when any of the following is true:

- Submission to the advance, request or conduct is made either explicitly or implicitly a term or condition of employment.
- Submission to or rejection of the advance, request or conduct is used as a basis for employment decisions.
- Such advances, requests or conduct have the purpose or effect of substantially or unreasonably interfering with an employee's work performance by creating an intimidating, hostile or offensive work environment.

Other Types of Harassment

The Company's anti-harassment policy applies equally to harassment based on an employee's, race, color, religion, creed, national origin or ancestry, ethnicity, sex, gender, age, physical or mental disability, citizenship, past, current or prospective service in the uniformed services, genetic information or any other characteristic protected under applicable federal, state or local law.

Such harassment often takes a similar form to sexual harassment and includes harassment that is:

- Verbal (for example, epithets, derogatory statements, slurs, derogatory comments or jokes).
- Physical (for example, assault or inappropriate physical contact).
- Visual (for example, displaying derogatory posters, cartoons, drawings or making derogatory gestures).

This list is illustrative only, and not exhaustive. No form of harassment will be tolerated. Harassment is prohibited both at the workplace and employer-sponsored events as well as on business trips, client property, and anywhere in the course of conducting business.



ANTI-RETALIATION POLICY

The Company strictly prohibits and does not tolerate unlawful retaliation against any employee, by any employee. All forms of unlawful retaliation are prohibited, including any form of discipline, reprisal, intimidation or other forms of retaliation for participating in any activity protected by law.

Examples of protected activities include:

- Lodging a good faith internal complaint (written or oral) with Human Resources or management specifically opposing unlawful discrimination or harassment or complaining about violations of wage and hour law (example; if an employee believes they have been sexually harassed or believes they have not been paid overtime they are owed).
- Filing a good faith complaint of unlawful discrimination or harassment with the US Equal Employment Opportunity Commission (EEOC), federal or state agency or in court.
- Participating in the Company's internal investigation into allegations of sexual harassment.
- Supporting another employee's internal or administrative complaint of unlawful discrimination (by, for example, testifying or providing an affidavit in support of a co-worker who has filed a discrimination complaint with the EEOC).
- Requesting an accommodation under the Americans with Disabilities Act or state anti-discrimination statutes.
- Requesting or taking leave under the Family and Medical Leave Act or state leave statutes.
- Filing a Workers' Compensation claim.

The examples above are illustrative only, and not exhaustive. No form of retaliation for any protected activity will be tolerated.

Drug and Alcohol-Free Workplace Policy

The Company is committed to providing a safe, healthy and productive work environment. Consistent with this commitment, this policy establishes the Company's intent to maintain a drug and alcohol-free workplace. Being under the influence of alcohol or illegal drugs (as classified under federal, state or local laws) while on the job



poses serious health and safety risks to employees and members of the public/others, which is not tolerated.

Prohibited Conduct

The Company expressly prohibits the following activities at any time that employees are either (1) on duty or conducting Company business (either on or away from the Company's premises), or (2) on the Company's premises (whether or not the employee is working):

- The use, abuse or being under the influence of alcohol, illegal drugs or other impairing substances.
- The possession, sale, purchase, transfer or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the employee or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs

Drug and Alcohol Testing

The company retains the right to require the following tests:

- **Pre-employment:** Applicants who have received a conditional job offer may be required to pass a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.
- **Reasonable suspicion:** Employees are subject to alcohol and/or drug testing based on observations by a supervisor of apparent workplace use, possession or impairment. Human Resources must be consulted before sending an employee for reasonable suspicion testing.
- **Post-accident: Employees** are subject to alcohol and/or drug testing when they are involved in any accident that damages a company vehicle, machinery, equipment or property and/or results in an injury to themselves, another employee or any third party.
- **Random:** Employees are subject to random alcohol and /or drug testing in compliance with DOT requirements and/or with the requirements of the position.

Refusal to submit to any of the above referenced alcohol and drug tests may result in discharge.



Workplace Violence

The Company prohibits and will not tolerate any form of workplace violence by an employee, supervisor or third party.

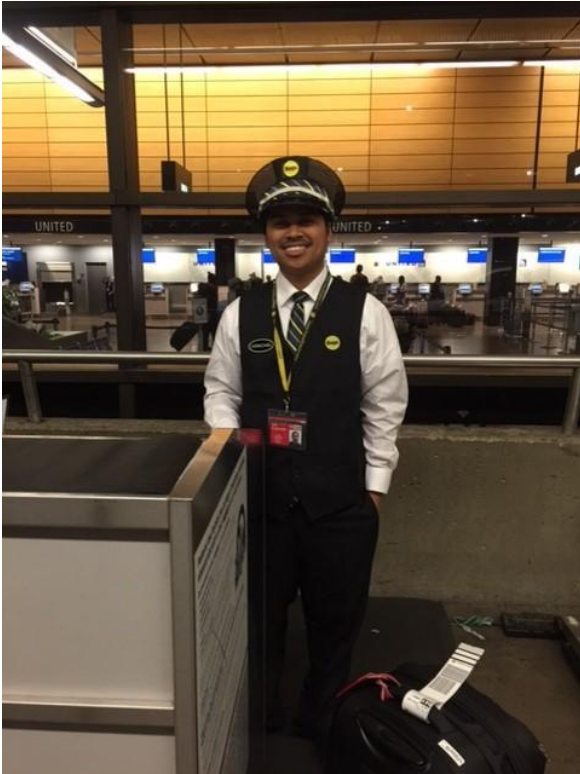
For purposes of this policy, workplace violence includes:

- Making threatening remarks (written or verbal).
- Aggressive or hostile acts such as shouting, using profanity, throwing objects at another person, fighting or intentionally damaging a co-worker's property.
- Bullying, intimidating or harassing another person (for example, making obscene phone calls or using threatening body language or gestures such as standing close to someone or shaking your fist at them).
- Behavior that causes another person emotional distress or creates a reasonable fear of injury, such as stalking.
- Assault.

This list is illustrative only and not exhaustive.

Section 7: Uniforms

1. Customer Service Check-in Agents



Presenting a consistent and polished look

communicates to our customers and clients we are committed to delivering the Greatest



Customer Service Ever.





Uniforms and clothing should be neat and clean at all times. Uniforms should be worn as designed and should not be too loose or too tight. Uniform or clothing may not contain any tears, bleach stains, and holes.

Employees are required to wear appropriate undergarments at all times. Patterned or colored undergarments that are visible when worn under light-colored uniforms or business attire are not permitted. Undergarments should not be visible at any time.

Uniformed Employees may wear a solid white or black undershirt, depending on the color of the outerwear, crewneck or V-neck undershirt under uniforms with a traditional neckline. Undershirts should be only minimally visible at the neckline and should not extend past the sleeves.

Uniform samples are tried on when badge applications are completed. The General Manager will order and issue uniforms, which are machine washable. The General Manager will monitor employee presentation along with the two supervisors on each shift. Employees out of dress code will be offered the opportunity to become compliant or be sent home as well as progressively counseled. Any uniform beyond repair will be replaced and paid for by the employee through payroll deduction and can be spread over four pay periods.

Company Provided:

- Clip on Bags custom tie (men) or Bags scarf (women)
- Black polyester vest
- Lightweight Bags Jacket
- Skycap Custom hat
- Name tag & Bags Lanyard

Employee Provided

- Plain white, button down dress shirt (short or long sleeved)
- Black 100% polyester flat front dress pants
- Plain Black, slip-resistant shoes

Optional items for purchase through payroll deduction

- Black Heavyweight Jacket
- Black fleece ear warmer
- Black tactical microfleece gloves
- White long sleeve compression tee (for layering or tattoo coverage)



2. Drivers, Baggage Handlers



Presenting a consistent and polished look communicates to our customers and clients we are committed to delivering the Greatest Customer Service Ever. It is required that you follow these standards when at work.



Uniforms and clothing should be neat and clean at all times. Uniforms should be worn as designed and should not be too loose or too tight. Uniform or clothing may not contain any tears, bleach stains, and holes.

Employees are required to wear appropriate undergarments at all times. Patterned or colored undergarments that are visible when worn under light-colored uniforms or business attire are not permitted. Undergarments should not be visible at any time.

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Uniform samples are tried on when badge applications are completed. The General Manager will order and issue uniforms, which are machine washable. The General Manager will monitor employee presentation along with the two supervisors on each shift. Employees out of dress code will be offered the opportunity to become compliant or be sent home as well as progressively counseled. Any uniform beyond repair will be replaced and paid for by the employee through payroll deduction and can be spread over four pay periods.

Company Provided:

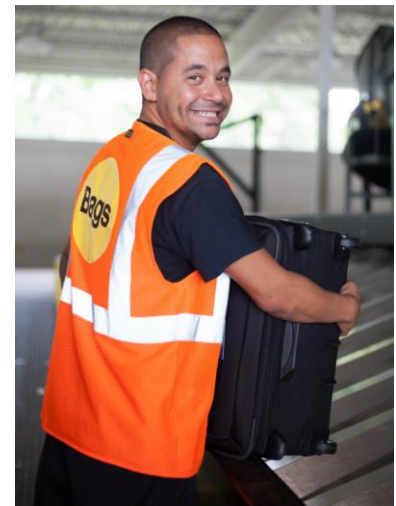
- 2 Black & grey Motorsport button down shirts
- Name Tag & Bags Lanyard
- Safety Vest

Employee Provided

- Black 100% polyester flat front dress pants
- Black belt (if pants have belt loops)
- Plain Black, slip-resistant shoes

Optional items for purchase through payroll deduction

- Lightweight Bags Jacket
- Black Heavyweight Jacket
- Black fleece ear warmer
- Fleece stretch Bags beanie
- Black tactical microfleece gloves
- Black long sleeve compression tee (for layering or tattoo coverage)





Remote Bag Check – Operations Plan

Baggage Airline Guest Services, Inc.

Hillsborough County Aviation Authority

June 2022



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Operations Plan

Section 1 Baggage Handling and Risk Control

Baggage Handling

1. Checking in Guests
 - i. Guests of participating air carriers will be checked in using the Authorities common use system.
 - a) Bags® currently has remote check-in agreements with all participating air carriers that includes baggage handling and security training procedures vetted and approved by TSA and air carriers for multiple locations across the country
2. Baggage Acceptance
 - i. Checked Baggage will be accepted on the locally agreed time between 90 minutes and 4 hours prior to original flight time.
 - ii. Guests' government issued IDs will be verified by agents for baggage being checked in, and any and all security/regulatory questions will be asked and answered at this time.
 - iii. Departure time is verified, baggage weighed and any and all applicable baggage fees collected using the common use system following the Air Carriers designated exemption procedures.
 - iv. Once guest has been verified, checked in and their checked baggage accepted, a 21'inch bag tag will be placed on checked baggage.
 - v. Two (2) small stickers off the bag tag will be removed and placed on separate areas of the checked bag. Checked baggage will be placed on to the bag belt from Bag Check in area and sent to the secure baggage make up area.
 - vi. Allowable oversized bags will be transported on luggage cart via elevator to baggage make up area.
3. Handling and Securing Accepted Checked Baggage at RCC
 - i. All Checked Baggage will be placed on the baggage belt at the RCC center that leads to the baggage make up area. .
 - ii. Once in the secure baggage make up area, baggage will be removed from the belt and sorted by air carrier and flight departure time.
 - iii. Bag tags will be scanned for tracking and risk control purposes.

- a) All bag tags are scanned into RAC Track (Bags proprietary tracking system) to create an electronic inventory of checked baggage
- iv. Bags will be monitored and secured using a cage or a room until ready to be loaded into vehicle.
 - a) Bags will be monitored at all times or kept in secured area if vehicle is unavailable for immediate loading.
4. Bags will be sorted by air carrier and “Hot time” (earliest departure time) per air carrier recorded to ensure all bags meet the 40-min induction deadline. In the event that a bag is found not to make the induction window, Bags will contact the Air Carrier to provide the bag information, flight number and that it is a “hot” bag. At this time the Air Carrier will determine what additional steps are needed (if any).
5. Transporting Baggage and Delivering to Induction Points (no later than 40 minutes before flight departure time)
 - i. Four (4) constantly rotating vehicles and two (2) contingency vehicles, each with two (2) secure compartments that hold up to 40 bags each, will be available to deliver baggage to designated airport induction points (Exhibit C) prior to 40 minute cut off time.
 - a) Four (4) vehicles will loop as needed from RCC to induction points (estimated round trip-15 minutes or 3 runs per hour per vehicle)
 - b) Capacity for minimum of twelve (12) runs per hour
 - c) Two (2) contingency vehicles for swing runs and preventative maintenance
 - d) Timing of delivery runs will be modified as needed.
 - ii. At loading time, each group of bags will be loaded, sealed and padlocked into a designated vehicle compartment
 - a) Each vehicle compartment will securely hold baggage for all participating air carriers.
 - b) A seal will be applied by the designated RCC Ground Security Coordinator (GSC) to the outside of each loaded compartment and scanned into RAC Track.
 - c) For risk control, in addition to the seal, the compartments will be padlocked.
 - d) The earliest flight times will be loaded, sealed and delivered. The remaining bags will be secured and delivered on the next vehicle.



Contingency vehicles will be used when required to meet cut off time.

- iii. Once the driver reaches the curbside induction point, Driver will immediately disembark from the vehicle to provide extra assistance with offloading and security for checked baggage. The driver will always remain with the vehicle.
- iv. The designated curbside GSC/baggage handler will unlock padlock.
 - a) The designated curbside GSC/baggage handler will check to make sure seal has not been tampered with.
 - b) Upon confirmation, seal will be scanned using RAC Track. The GSC will then cut the seal. RAC Track will prompt the GSC with the number of bags that were originally scanned at the RCC facility. Once the GSC verifies the count they will tap confirm and complete the job.
 - c) If there is a discrepancy, RAC Track will prompt GSC to re-scan all baggage individually to ensure all baggage is accounted for.
 - d) The designated curbside GSC/baggage handler and driver will securely offload baggage to luggage cart.
 - e) Once the baggage is on the cart, designated curbside GSC/baggage handler will close the door and immediately place padlock through latch and close lock and proceed to the induction point.
 - f) Designated curbside GSC/baggage handler follows induction point protocol:
 - Baggage loaded and spaced correctly on belt to avoid jams
 - Baggage hygiene checked as being loaded
 - Baggage inducted on appropriate/ designated belt



Risk Control

1. Bags utilizes our proprietary baggage handling application called RAC Track, allows for real time inventory/tracking information, increased security protocols and usable historic data.
2. Back up baggage handling procedures using “bingo” sheets and driver logs, were used before the creation of RAC Track.
3. The following are employed to be prepared for and adapt to emergency situations, while ensuring all remote check in security protocols are followed.
 - i. All employees are put through air carrier regulatory and compliance training to include GSC training
 - ii. Frequent security audits performed by TSA, Air Carrier and Bags.
 - iii. Baggage loaded, sealed and padlocked
 - iv. Padlocks are re-keyed or combination changed when employee leaves employment and a change log is maintained by General Manager
 - v. To ensure badges held by current employees only, upon hire (spread out over several pay periods, a \$100 badge deposit is required from employees that is refunded when badge is returned upon separation.
4. Daily inspection logs used by each driver and scheduled routine maintenance procedures are in place to minimize risk of mechanical issues.



Section 2 Vehicles and Equipment

1. Vehicles

- i. Six (6) modified Nissan NV1500 vans or similar will be used for transportation of baggage from RCC to the curbside induction points.

Nissan NV1500



- ii. Each vehicle is modified to be compartmentalized with a bulk head, so there is no access from the driver cab to the cargo portion of the vehicle, as well as a divider in middle of vehicle so there are two sealable compartments, one accessed by the rear vehicle doors and the other accessed by the side door.

Bulk Head and Secure Compartments



- iii. Each vehicle will have a puck-style locking mechanism for padlock on the outside of the side and rear doors. This is also where the seals will be attached.

Puck-Style Locking Mechanism





- iv. All vehicles will have required airport premises permits and tags displayed.
- v. All vehicles will have the Bags logo clearly displayed on them.
- vi. All vehicles will be outfitted with SmartDrive, which is a video-based safety program and transportation intelligence platform. SmartDrive combines video safety, advanced analytics, telematics, and compliance applications. These units are installed in every single vehicle and monitor the employees driving the vehicle to eliminate risky driving behavior, improve driver performance, identify highest risks, and reward safe driving. SmartDrive identifies and flags driving issues, such as speeding, sharp turning, or distracted driving, and sends a video of the event to the operations manager. The manager reviews the behavior with the driver and takes corrective action to enhance and focus on safety in the operation.

2. Equipment

- i. Authority will provide for use by Company: Common Use System technology to include bag tag, boarding pass and receipt printers
- ii. Company will provide for Personnel to use:
 - a. RAC Track, a proprietary application used with a scanner designed to create a chain of custody record for checked bags utilizing numbered seals and bag tag bar codes which create bag count reports.
 - b. Kronos service for employee time management, updated quarterly as enhancements are added.
 - c. Cell Phone/radios will be used for communication between supervisors as well as air carrier and airport partners at both RCC Center and Curbside induction points. Also, used for RAC Track and time clock.
 - d. Cabin mounted fire extinguishers, emergency kits for vehicles, personal protective equipment (PPE) including gloves and vests.
 - e. Eight (8) luggage carts, cable and locks to secure at end of day.
 - f. Furniture and appliances for employee break room (located on level 3).



Section 3 Contingency Plans

I.T. Issues

1. Computer connectivity down
 - i. Supervisor will contact designated IT personnel at Authority to notify of problem and schedule technician for fix.
 - a) Air carriers will be notified when an issue halts service of checking in passenger and bags.
 - b) Agents will politely notify guests that there is a technical issue and that they may have to check in at their respective air carriers ticket counter at the terminal
2. RAC Track down
 - i. Supervisor will contact Bags IT personnel to notify of problem and schedule technician for fix.
 - ii. Bag tag stickers will be used for inventory control until RAC Track is back up and running.
 - a) Baggage is still sorted by air carrier and flight time when received in secure baggage make up area.
 - b) One (1) bingo sticker will be placed on an air carrier specific "Bingo Sheet" in place of RAC Track scan
 - c) Bingo sheet (one per compartment) are used at time of loading in place of RAC Track screen information
 - d) Driver must verify that the baggage loaded into compartment matches bingo sheet for air carrier/compartment
 - e) GSC records and driver confirms seal number on each bingo sheet before departing from RCC
 - f) GSC calls seal number into curb side GSC/Baggage Handler. GSC then records seal number on seal log.
 - g) Driver also records seal number on Driver Log
 - h) Upon arrival at terminal the driver and designated curbside GSC/Baggage handler will complete the normal verification process using bingo sheet and driver seal logs.
 - a. Bingo sheet will indicate to the GSC the number of bags associated with the seal number
 - b. The driver and designated curbside GSC/baggage handler confirms the number of bags associated with seal and signs off on bingo sheet.



- c. The designated curbside GSC/Baggage handler and driver will securely offload baggage to luggage cart sorting by carrier as needed.
 - d. Once the baggage is on the cart, designated curbside GSC/baggage handler will close the door and immediately place padlock through latch and close lock and proceed to the induction point. Induction Point Issues
 - e. Designated curbside GSC/baggage handler follows induction point protocol
1. Tampered Seal
 - a. If the seal has been tampered with, local TSA and a direct air carrier GSC for the affected carrier will be notified.
 - b. The designated curbside GSC/Baggage handler must be present to ensure that all of the baggage secured by the tampered seal are accounted for and proceed with additional screening.
 2. Primary induction belt down
 - i. Supervisor at the curbside will contact RCC Supervisor to alert which air carrier(s) is/are affected.
 - ii. Curbside Supervisor will notify General Manager.
 - iii. General Manager will notify by email all impacted partners to include the Authority.
 - iv. Secondary curbside belt induction points will be utilized.
 - v. If secondary curbside induction points are down, we will deliver and induct baggage to air carrier's ticket counter belts.
 - vi. If ticket counter belts are also down, supervisor will contact the Authority as well as air carrier leadership for contingencies to use for getting bags screened.
 3. Curbside high volume traffic
 - i. If drivers are unable to get to designated drop off point for induction a secondary location will be used in the short term. This could be on either end of either Red or Blue side curbs or as determined by the air carrier and/or Authority in this scenario. This information will be communicated to the air carriers as well as RCC Supervisors and drivers.



RCC Belt System Issues

1. Belt system at RCC area is inoperable
 - i. Supervisor will contact RCC/Authority to notify of issue and wait for technician to fix
 - ii. Bags will still be accepted and transferred via elevator to baggage make up area using luggage carts until repaired.

Vehicle Breakdown/Malfunctions

1. In the event a vehicle is not safe to operate
 - i. Driver notifies both Supervisor/GSCs as well as RCC and curbside GSC/baggage handlers of issue.
 - ii. Driver uses contingency vehicle if still at RCC or secondary driver (Supervisor/GSC if baggage will need to be transferred) uses contingency vehicle to assist.
 - iii. If baggage is in the disabled vehicle
 - a) Driver radios to RCC supervisor for Supervisor/GSC to pick up immediately.
 - b) GSC will transfer baggage to new vehicle following risk control procedures:
 - a. GSC scans seal on inoperable vehicle, confirms baggage count matches and marks as complete in RAC Track;
 - b. GSC re-scans all baggage into RAC Track as it is loaded into new vehicle/compartment;
 - c. GSC scans new seal to continue inventory and padlocks compartment for risk control;
 - d. GSC repeats process if second compartment is in use.
 - iv. Will use remaining vehicles until repair is fixed or replacement can be obtained.
 - ii. Supervisor will assess the situation and plans for necessary repair or maintenance and notifies General Manager
 - iii. General Manager will notify the Air carrier leadership located onsite at TPA
 - iv. General Manager or Supervisor will contact roadside assistance if needed.



- v. If vehicle needs to be pulled out of operation and all contingency vehicles are in use, Bags will look into a rental vehicle during repair time. Authority/RCC will be notified if this is the case.

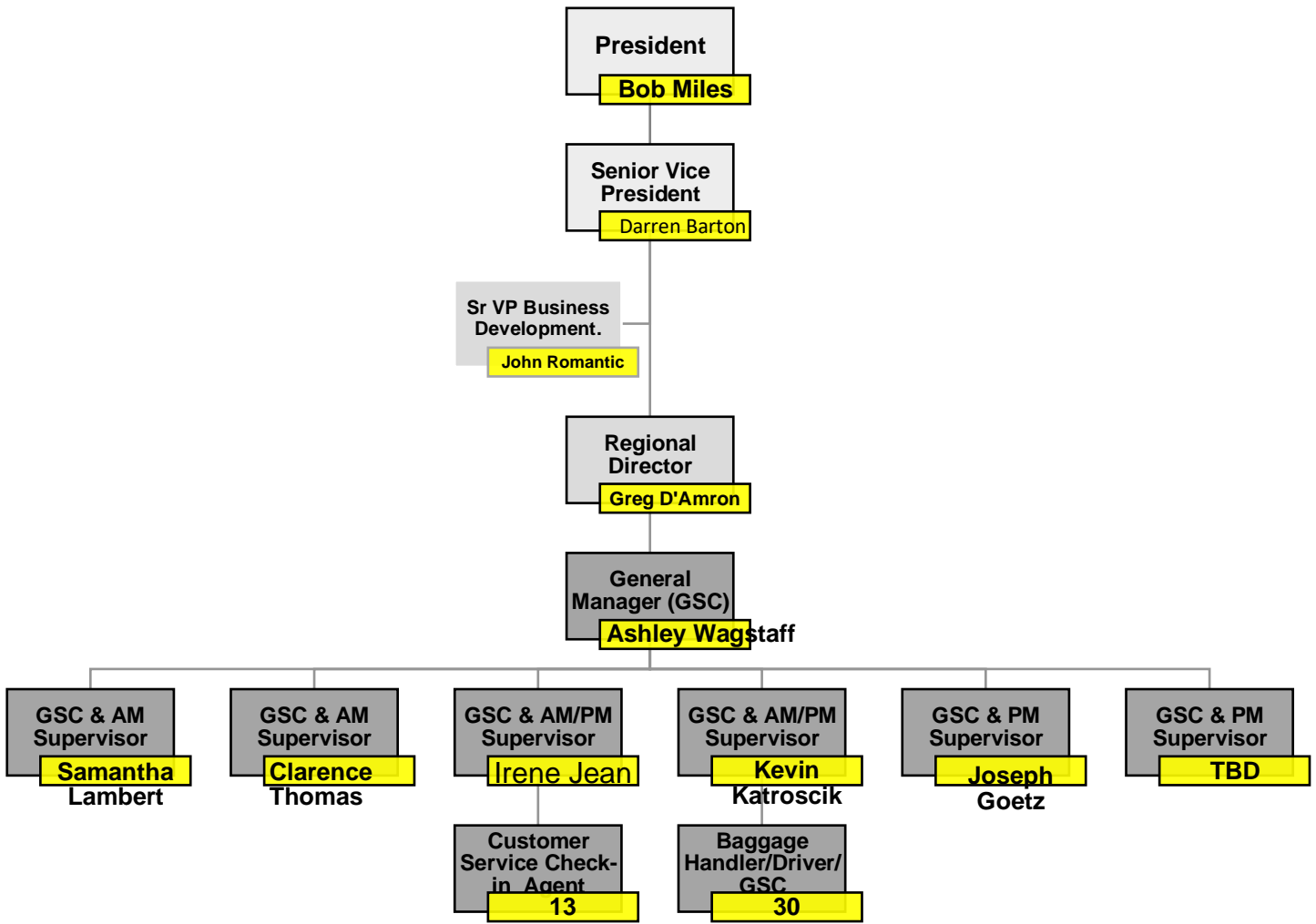


Delays or Significant and Unforeseen Reduction in Staff

1. General Manager and Supervisors have the ability to check remotely if employee is clocked in via mobile application
 - i. General Manager and Supervisors complete daily checks by shift
2. If an employee calls in sick, General Manager will call employees who are off duty to assist in covering shift.
 - i. General Manager will first contact employees not scheduled to work
 - ii. General Manager will then contact employees working the opposite shift to see if they can come in early/stay later
 - iii. Majority of employees (approximately 50%) will be cross-trained to work both Customer Service Check- in Agent and Driver positions in order to increase coverage flexibility
 - iv. Bags United Skycaps will also be cross trained for remote baggage services
 - ii. General Manager or Supervisors will cover shift if unable to find employee to work and/or will cover shift until agent arrives to shift
 - iii. If General Manager is already covering a shift and extra help is needed
 - a) Notify Authority and air carrier leadership of delayed opening or long lines
3. If a sustained outage occurs in which both Company and Authority agree that additional staff is required, Skycap and Remote Baggage Service Company employees from Orlando International Airport (MCO) and/or Ft Lauderdale-Hollywood International Airport (FLL) will be brought in for temporary relief in 24 hours until local replacements are found.



Section 4: Organizational Chart

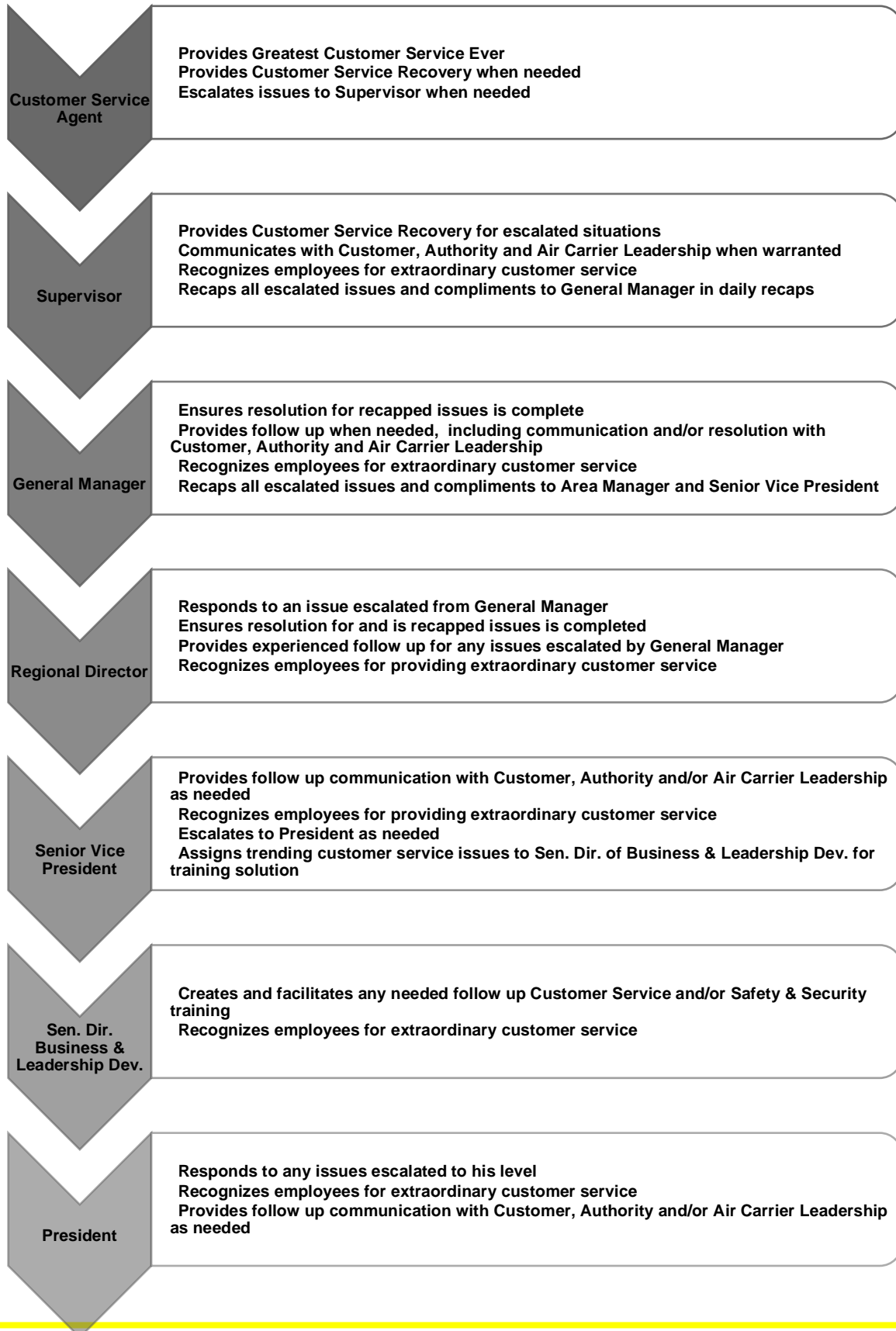


- | | |
|---|--------------------------------------|
| 1. President: Bob Miles | Headquartered in Orlando, FL |
| 2. Senior Vice President: Darren Barton | Headquartered in Orlando, FL |
| 3. Sr VP Bus Dev: John Romantic | Headquartered in Orlando, FL |
| 4. Regional Director: Greg D'Amron | Headquartered in Fort Lauderdale, FL |
| 5. TPA General Manager: Ashley Wagstaff | Headquartered in Tampa, FL |
| 6. AM/PM Supervisors | Headquartered in Tampa, FL |
| 7. Customer Service Check-in Agents | Headquartered in Tampa, FL |
| 8. Baggage Handlers/Drivers | Headquartered in Tampa, FL |
| 9. Baggage Handlers | Headquartered in Tampa, FL |



Section 5: Customer Service Plan

1. The foundation of our Customer Service Plan is our Four (4) Quality Standards
 - a. Safety & Security
 - b. First Class Customer Service
 - c. Presentation
 - d. Operational Efficiency
2. Our Quality Standards guide our interview process and employee selection.
3. We provide the tools needed for extraordinary customer service. Our new hire orientation, Bags First Class, provides researched based customer service strategies which are presented within an instructional design that presents customer service concepts in an easy to grasp format. Concepts include:
 - a. Internal & external customer service
 - b. Communication skills
 - c. Specific strategies for
 - i. Relationship Focused Service
 - ii. Raising basic customer service to First Class Service
 - iii. Customer service recovery
 - iv. Maintaining a positive personal and work area presentation
 - v. Personal evaluation of customer service skills
4. We utilize frequent audits and secret shoppers to ensure our quality standards are maintained.
5. We recognize employees who provide the “Greatest Customer Service Ever!” with our First-Class Ticket Program and service pin.
6. We provide follow-up customer service training which includes advanced customer service recovery techniques.
7. Our customer service solutions hierarchy ensures there is follow up to all complaints and compliments (see chart on the following page).
8. Satisfied clients include: Walt Disney World Resorts; Amazon; Greater Orlando Aviation Authority; American Airlines; United Airlines; and Skycaps with 25+ years’ experience on the curb.





Section 6: Project Timeline

Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8
Contract awarded & signed	Project Manager and Transition team selected						
	Permitting, Hiring & Badging Process						
	Equipment, Technology & Uniform Procurement						
			Air Carrier Regulatory and Compliance Training, to include Delta GSC Bags First Class				
					Job Duty/Ops Training		
							Begin TPA Remote Baggage Check-in

*Delta GSC prerequisites: APZAQT116, APKDDP100, DLADAM100, AGSGHS101, Field Study

EXHIBIT F
SAMPLE WORK PLAN FOR ADDITIONAL SERVICES

EXAMPLE ONLY – DO NOT COMPLETE

1. Work Plan for Additional Services No.

2. Project Information
The information in this section will be completed by Authority.
 - A. Project Title:

 - B. Project Summary
 - i. Project Purpose:

 - ii. Project Description:

 - iii. Project Scope of Work and Deliverables:

3. Schedule and Costs
The information in this section will be completed by Company and approved by Authority prior to performing any work.
 - A. Project Schedule/Timeline
Insert a project schedule and a timeline that clearly outline the work and deliverables and the time it will take to complete the work, provide the deliverables and complete the overall project.

 - B. Total Cost of Project
Provide the costs in U.S. dollars.

Expenditure <insert applicable terms>	Totals
Service Cost	
Hourly Service Rate	\$
Number of hours to complete project	x
Total Service Cost	\$
Reimbursable	
Data	\$

EXHIBIT F
SAMPLE WORK PLAN FOR ADDITIONAL SERVICES

Printing	\$
Travel	\$
Other:	\$
Other:	\$
Total Projected Reimbursable Cost	\$
Total Projected Project Cost (Service Cost and Reimbursable)	\$

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

4. Payment Method and Schedule
Payment(s) will be made via <Automated Clearing House (ACH) VIP Supplier / Automated Clearing House (ACH) Standard / ePayables / Purchasing Card (PCard)>. Invoices will be uploaded and submitted to the Authority in Oracle iSupplier.

<insert for projects one month and less>
Projects that are completed within one month or less will be paid in full upon completion of the project by Company and acceptance by Authority.

<insert for projects 30 to 90 days>
Projects with an anticipated duration of less than 90 days will be paid in three installments of 25% of the total amount due at 30 days from commencement of services, 25% of the total amount due at 60 days from commencement of services, and the final 50% due upon full completion and acceptance of all deliverables by Authority.

<insert for projects exceeding 90 days>
Projects with an anticipated duration of more than 90 days will be paid in four equal installments at the 25%, 50% and 75% completion milestones with the final installment to be paid upon full completion and acceptance of all deliverables by Authority.

Company must submit invoices to Authority at the appropriate intervals through Oracle iSupplier. Invoices must include a brief summary report of Company's activities under the Contract during the billing period and supporting documentation for all reimbursable expenses, as applicable.

EXHIBIT F
SAMPLE WORK PLAN FOR ADDITIONAL SERVICES

Acknowledgement of Acceptance

Company agrees and accepts the terms of this Work Plan for Additional Services No. ____ as detailed above.

Company

BY:

Signature of Authorized Official

Printed Name

Title

Date

Hillsborough County Aviation Authority

BY:

Signature of Authorized Official

Printed Name

Title

Date

Exhibit G
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 of bidding or submitting a bid/response for 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 bidding or submitting a bid/response for 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: _____ FID or EIN
No.: _____
Address: _____
City/State/Zip: _____

I, _____ as a representative of

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 this Agreement 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



EXHIBIT H
TENANT WORK
PERMIT HANDBOOK

Hillsborough County Aviation Authority
Tenant Work Permit Handbook



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CHAPTER 1 GENERAL

1. Tenant Work Permit (TWP)

These provisions specify certain minimum requirements by which the Tenant and Contractor agree to be bound while completing work under an approved TWP. The Contractor must comply with any other governing agency requirements or regulations. Except for routine maintenance on installed equipment, TWP is required any time a Tenant performs or hires a Contractor to perform construction or modification work on any Authority property.

Any Tenant work undertaken without the prior approval of the Authority may at the discretion of the Chief Executive Officer or designee, be required to be removed from the Tenant's lease premises and the leased premises restored to its prior condition at the sole expense of the Tenant.

2. Basis for an Authority TWP

The TWP program is designed to assure compliance with all of the legal restrictions imposed on the Authority by Florida Statutes, Authority Bond Covenants, Authority Grant Obligations, Hillsborough County Aviation Authority Rules and Regulations, Restatement and Amendment to Declaration of Development Standards and the Authority's provisions pertaining to construction activities within the boundaries of Tampa International Airport by parties other than the Authority. This assures all improvements have been reviewed for compliance with Authority objectives including public safety, security, workmanship, and project record documentation. The TWP Handbook contains detailed instructions on how to complete the required documents, along with Tenant and Contractor responsibilities under the program. Excerpts from the documents and a brief explanation of the basis of some of the provisions follow:

A. Hillsborough County Aviation Authority Policy P743, Development Standards.

The development standards of Authority-owned property will ensure that development of all facilities and improvements are compatible with performance, appearance, and general operating characteristics. The Chief Executive Officer will recommend to the Board, and the Board will adopt, development standards regarding land use and area regulations within the premises of the airports under the Authority's control and supervision. All Authority real property will be subject to development in accordance with these standards. The Chief Executive Officer or designee will ensure compliance with these standards.

B. Rules and Regulations, R340 Tampa International Airport, dated October 6, 2011, Section 2 – General Regulations, paragraphs 2.1 and 2.2 are quoted as follows:

1) COMPLIANCE WITH RULES AND REGULATIONS

- (a) Any permission granted by the Authority, directly or indirectly, expressly, or by implication or otherwise, to any person to enter or to use the Airport or any part thereof, is conditioned upon strict compliance with the Authority's rules and regulations, policies, standard procedures and directives.
- (b) Any permission granted by the Authority under these rules and regulations is conditioned upon the payment of any and all applicable fees and charges established by the Authority.

2) COMMERCIAL ACTIVITY, ADVERTISING, DISPLAY AND SPEECH

In compliance with the Authority's policies, standard procedures and directives no person for any business, commercial, or revenue producing purposes, will occupy or rent space, conduct any business, commercial enterprise or activity, post, distribute, or display signs, advertisements, circulars, pictures, sketches or drawings, or engage in any other forms of commercial speech on the airport without first obtaining a written contract, permit or other form of written authorization from the Authority.

Any Contractor by entering into an agreement to do work on Authority property is engaging in commercial activity on the Airport and consequently is bound to comply with all the rules and regulations of Tampa International Airport in conducting its business

3. Definitions

Whenever the following terms are used in TWP documents or any other documents or instruments pertaining to this program, the intent and meaning shall be interpreted as follows:

Air Operations Area (AOA): Area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft, and the paved and unpaved areas within the security fenced area.

Authority: Hillsborough County Aviation Authority, whose address is Post Office Box 22287, Tampa, Florida 33622.

Contractor: The person, firm or corporation performing construction activities on Authority-owned or controlled property.

Co-obligee Payment Bond: The approved form of security, naming both the tenant (the contracting agent) and Authority (the property owner), furnished by the Contractor and its

surety, on the form provided by the Authority, as a guaranty that the Contractor will pay all sub-Contractors and suppliers.

Co-obligee Performance Bond: The approved form of security, naming both the tenant (the contracting agent) and Authority (the property owner), furnished by the Contractor and its surety, on the form provided by the Authority, as a guaranty that the Contractor will complete the work in accordance with the terms of the contract, the TWP.

Commercial Real Estate: Property owned by the Hillsborough County Aviation Authority leased and or developed for commercial uses. Examples include International Mall and Corporate Centers.

Fixed Base Operator (FBO): The operator of general aviation facilities on Tampa International Airport (TPA) or Authority General Aviation Airports.

Surety: The corporation, partnership, or individual other than the Contractor, executing bonds which are furnished to the Owner by the Contractor.

Sustainable Design Criteria Manual (SDCM): Sustainable strategy recommendations, requirements, and tracking protocols for design and construction projects.

Sustainable Management Plan (SMP): Defines the context for the Authority's sustainability program, initiatives and implementation plans.

Tenant: Refers to that person, firm or corporation having a leasehold or sublease on Authority-owned or controlled property.

Tenant Work Permit Coordinator: The individual designated by the Authority to oversee and facilitate the TWP program.

CHAPTER 2 TENANT WORK PERMIT APPLICATION REQUIREMENTS

All applicants completing a Tenant Work Permit (TWP) will give special attention to the required attachments, which must accompany the application, especially the bonding and insurance requirements. When completed and signed, the application and attachments will be forwarded to the Authority Maintenance Department. General instructions for completing the Application are as follows:

1. Permit Fee

The Authority does not charge a fee for the TWP. However, work completed without an approved TWP will be subject to Tenant charges or removal at tenant expense. All other building permit and project development fees required to complete the work are the responsibility of the Tenant and Contractor.

2. Complete a TWP Application Form FA-23

- A. Complete the TWP application in its entirety and submit to the TWP coordinator for the processing and review of the permit application. Both the Tenant and Contractor must sign the TWP application. The TWP application can be found at:

<http://www.tampaairport.com/airport-operations>

- 1) Tenant: Complete page one of the TWP permit application. Provide a detailed description of the Scope/nature of request, dates required for work, airport location and all contact information.
- 2) Contractor: Complete applicable sections of page two of the TWP permit application.

3. Attach Supporting Documentation

- A. Performance and Payment Bonds

See Chapter 3 - Bonds for specific requirements.

- B. Insurance

All work must have proper insurance and must be approved by the Authority. For specific requirements, see Chapter 4 – Insurance.

- C. Drawings and Specifications

- 1) Two sets of complete drawings and specifications will be submitted with the TWP Application. The drawings should be to scale and submitted in a size, and in sufficient detail, to permit easy review and a clear understanding of the proposed work. At a minimum, the drawings shall contain a dimensioned plan view of the work, a location map of the work site, and as much additional information as necessary to define the scope of work, staging area, haul routes, and exact work requirements.
- 2) Drawings involving public safety, structural modifications, facility systems, or environmentally sensitive or hazardous work, etc., must be signed and sealed by an appropriately licensed professional. At the Authority's option, this requirement may be waived after a review of the planned work. If changes are made to the approved plans and specifications, the proposed changes must be certified signed and sealed and shall be submitted to the Authority for review prior to proceeding.
- 3) Tenants or Contractors designing projects using Building Information Modelling (BIM) shall include the Revit files as part of their closeout documents in addition to required CAD files.

D. Storage Tanks

Work involving the installation or removal of storage tanks, retention ponds, asbestos, and other environmentally sensitive items may require substantial additional detailed specifications, plans, and permits to be submitted prior to approval and before project closure. Additional guidelines for storage tank systems are contained in Chapter 5.6 – Storage Tanks Systems.

E. Antennas

For work involving new antennas, the Tenant will submit the proposed frequencies to the Authority for review to ensure there is no interference with existing frequencies. All antennas with an above ground level height greater than 10 feet will require an additional height-zoning permit(s) as described in Chapter 8 – Height-Zoning Permits.

F. Welding and Cutting Permit

The welding & cutting permit and instructions attached hereto are provided for the Contractor's use as may be required. The Contractor and tenant will execute the application and submit it to the Authority Maintenance Department at least two (2) work days prior to the date any welding, cutting, brazing or other hot work are expected to occur on the job site. See Chapter 5 – General

Construction Standards for additional information. Welding and Cutting Permit Application can be found at

<http://www.tampaairport.com/airport-operations>

G. Maintenance/Construction Notices (MCN)

Occasional interruptions to utilities and operations are required to complete projects. A MCN must be submitted to the Authority Maintenance Department 72 hours prior to the proposed interruption of the following systems.

Electrical Outages	Work on Live Electrical Feeds
Chilled Water	Shuttle Systems
Fire Sprinkler	HVAC
Fire Alarm	Tele/Data Systems
Roadways	Other (any system that may affect any Operations)
Domestic Water	

Interruptions to Traffic will require the Tenant or contractor to submit to the Tenant Work Permit Coordinator a Management of Traffic Plan (MOT) including barricades, lighting and flagmen where required.

The Authority has the right to reject or cancel any MCN in the event the work may be accomplished through other means or other that are unforeseeable circumstances. See Chapter 5, paragraph 16 for further Management of Traffic requirements.

4. Preconstruction Conference

Prior to approving the TWP, the Contractor and Tenant may be required to attend a preconstruction conference with the TWP Coordinator and other Authority representatives. The Tenant requesting the work permit will notify the TWP Coordinator a minimum of two working days in advance of when they would like to schedule the meeting, and will provide a list of Contractors and a proposed schedule of work activity. The Authority will not schedule a conference until it has reviewed the proposed project plans and specifications.

The agenda for the pre-construction meeting will include, but is not limited to, the following:

- A. Scope of Work
- B. Start and completion dates
- C. Contractor's staffing and list of subcontractors and emergency phone numbers
- D. Material and equipment (delivery and storage)

- E. Job site safety and Barricade plan
- F. Work hours, noise, construction lights, hard hats
- G. Accessing the work site
- H. Utilities (service interruption request)
- I. Cutting and welding permit
- J. Waste Removal and Sustainability
- K. Contractor parking
- L. Fire alarms
- M. Change Orders
- N. Inspections (City, County and HCAA)
- O. Insurance and bonds
- P. Safety and emergency (OSHA/HCAA requirements)
- Q. Security
- R. Progress meetings
- S. Project close out documents
- T. Special provisions

5. Submit for Approval

The Authority's Maintenance Department will coordinate a review of all documentation with the appropriate Authority staff. Any issues raised will be brought to Tenant or Contractor attention for resolution. The work permit will not be approved until all requirements specified in the TWP Handbook have been met. *If all submittals are complete, the TWP will be processed within five business days. Work on the project cannot begin until an approved Work Permit has been issued by the Authority.*

6. Completion of Work

Time is of the essence in the completion of an approved TWP. It is agreed that if a permit is not completed in a timely manner by the Tenant that the Authority may complete the work at Tenant's expense. Additionally, Tenant agrees to correct to the Authority's satisfaction any latent defects discovered after the work is completed.

7. Permit Closure

The Tenant will notify the Authority in writing when the work is complete. At that time, the Authority will schedule a final inspection of the project. Any discrepancies noted will be forwarded to the Tenant for resolution prior to final closeout of the permit.

Upon completion of the work, the Contractor shall submit to the Authority a signed and sealed reproducible set of record or as built drawings. The Contractor shall submit a CAD disk(s) or CD-ROM(s) of the as built drawings in AutoCAD Release 12 or later format and in accordance with Authority CAD Specifications.

Upon receipt of the notice of completion, and the required record drawings, the Authority will review and close the TWP. All Contractor insurance and bonds will remain current and in force until the TWP is closed by the Authority.

CHAPTER 3 BONDS

1. General

- A. The tenant/Contractor will furnish co-obligee payment and performance bonds for all projects where the cost of construction is over \$25,000. The bonds will be in the full amount of their contract, on the forms provided by or deemed acceptable by the Authority, with a surety or sureties for the full and faithful performance of the work. The surety on any bond will be a corporate surety, satisfactory to the Authority, authorized under the laws of Florida to do business in the state of Florida and authorized to write that type of bond through a resident agent of the corporation located in the state of Florida. Bonds must be approved by the Authority prior to the commencement of any on-site work. Any forms used other than the Authority form will require a legal review. Such review may cause a delay in the final approval of a permit.

Be advised the Florida Construction Lien Law in Chapter 713 of the Florida Statutes, may not be applicable to the Authority, as a public agency. Any Claim of Lien purporting to attach to the real property owned by public agencies is invalid.

If a payment bond is associated with the work, under Florida Statute, Chapter 713 and 255 this creates a right of action, if necessary, against the Contractor and the surety.

- B. For work done for and by a Tenant, where the Tenant is a federal government entity, the Authority may accept a co-obligee rider to the Contractor-provided payment and performance bonds issued to the federal government agency for whom it is doing work on the airport. The rider must name the Authority as a co-obligee of the bonds and must be submitted with an executed original copy of the bonds and power of attorney. It is the governmental agency's responsibility to verify the applicability of this provision before proceeding.
- C. In lieu of the bond required by this section, a tenant or Contractor may file with the Authority an alternative form of security acceptable to the Authority. Any such alternative form of security will be for the same purpose and be subject to the same conditions as those applicable to the bond required by this chapter. The Tenant and Contractor may also be required to pay for the Authority's additional costs associated with the review. Bond forms can be located at.

<http://www.tampaairport.com/airport-operations>

2. Commercial Real Estate

A. Work Requiring Bonds

The following types of construction will require bonding according to the provisions above.

- 1) Original construction of a facility
- 2) Additions to facility
- 3) Major exterior renovations

B. Work that may be Exempt from Authority Bonding Requirements

- 1) Initial interior fit-outs
- 2) Interior refurbishment and renovations

3. Verification

The Authority reserves the right to verify compliance with these bonding provisions. Bonds will remain in force for a minimum of one year after the close out of the TWP by the Authority or until all obligations by the Tenant and Contractor have been fulfilled, as determined by the Authority, whichever is later. The Tenant will ensure the Contractor's bonds or bonding instruments are current and in force until released of the obligation by the Authority.

END OF CHAPTER

CHAPTER 4 INSURANCE AND INDEMNIFICATION

1. Indemnification and Hold Harmless

- A. By applying for the Tenant Work Permit, Tenant and Contractor agree to the following:

To the maximum extent permitted by Florida Law, in addition to Tenant and Contractor's obligation to provide pay for and maintain insurance as set forth elsewhere in the Handbook, Tenant and Contractor will indemnify and hold harmless the Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, expenses, losses, costs, 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 Handbook;
- 4) performance, non-performance or purported performance of the Lease;
- 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, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant;

of the Tenant or Contractor or the Tenant or Contractor's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Tenant or Contractor regardless of whether the liability, suit, claim, expense, loss, cost, fine or damages is caused in part by an indemnified party.

- B. In addition to the duty to indemnify and hold harmless, Tenant and Contractor will have the separate and independent duty to defend the Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, expenses, losses, costs, fines or

attorney's fees in the event the suit, claim, or action of any nature arises in whole or in part from the:

- 1) Presence on, use or occupancy of Authority property;
- 2) Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct activities, or operations;
- 3) Any breach of the terms of this Handbook;
- 4) Performance, non-performance or purported performance for this Lease;
- 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, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant;

of the Tenant or Contractor or the Tenant or Contractor's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Tenant or Contractor regardless of whether it is caused in part by the Authority, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation written notice of a suit, claim or action of any nature to the Tenant/Contractor by a party entitled to a defense hereunder.

- C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3), then Tenant and Contractor agrees to the following: To the maximum extent permitted by Florida Law, Tenant and Contractor will indemnify and hold harmless the Authority, its officers and employees 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 the Tenant or Contractor and persons employed or utilized by the Tenant or Contractor in the performance of the Work governed by this manual.
- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(1), the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of the Contract between Tenant and Contractor, (ii) coverage amount of Commercial General Liability Insurance required under this manual or contract (whichever is greater 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 manual

- E. Tenant and Contractor's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of the permit providing for the work under this Manual or until it is determined by final judgment that any suit, claim or other action against the Authority, its members, officers, agents, employees, and volunteers is fully and finally barred by the applicable statute of limitations or repose.
- F. Nothing in this Provision will be construed as a waiver of any immunity from or limitation of liability the Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- G. The 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 Tenant/Contractor of any of its obligations under this Provision.
- H. If this Provision or any part of this Provision is deemed to conflict in any way with any law, the Provision or part of the Provision will be considered modified by such law to remedy the conflict.

2. Contractual Insurance Terms and Conditions

A. Procurement of Coverage

With respect to each of the required coverage, Tenant or Contractor will, at the its expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this document. Coverage will be provided by insurance companies eligible to do business in the State of Florida and having an AM Best rating of "A-" or better and a Financial Size Category of "VII" or better. Utilization of non-rated companies or companies with AM Best ratings lower than A- or financial size category lower than VII may be approved on a case by case basis by the Authority's Risk Management Department.

B. Terms of Coverage

Except as otherwise specified in this document, the insurance will commence on or prior to the effective date of this document and will be maintained in force throughout the duration of this document.

C. Reduction of Aggregate Limits

If any reduction of an aggregate limit occurs, the Tenant or Contractor will take immediate steps to have it reinstated.

D. Cancellation Notice

Each of the insurance policies will be specifically endorsed to require the insurer to provide the Authority with 30 days' written notice (10 days for non-payment of premium) prior to the cancellation of the policy. The endorsement will specify that such notice will be sent to:

Hillsborough County Aviation Authority
Attn.: Chief Executive Officer
Tampa International Airport
Post Office Box 22287
Tampa, Florida 33622

E. No Waiver by Approval/disapproval

The Authority accepts no responsibility for determining whether the Tenant or Contractor's insurance is in full compliance with the insurance required by this document. Neither the approval by the Authority nor the failure to disapprove the insurance furnished by the Tenant or Contractor will relieve the tenant or Contractor of their full responsibility to provide the insurance required by this document.

F. Changes in Coverage and Required Limits of Insurance

The coverage and minimum limits of insurance required by this document are based on circumstances in effect at the inception of this document. If, in the opinion of the Authority, circumstances merit a change in such coverage or minimum limits of insurance required by this document, the Authority may change the coverage and minimum limits of insurance required, and that the Tenant or Contractor will, within 60 days of receipt of written notice of a change in the coverage and minimum limits required, comply with such change and provide evidence of such compliance in the manner required by this document. Provided, however, that no change in the coverage or minimum limits of insurance required will be made by the Authority until at least two years after inception of this this document. Subsequent changes in the coverage or minimum limits of insurance will not be made by the Authority until at least two years after any prior change by the Authority unless extreme conditions warrant such change and are agreeable to both parties.

If, in the opinion of the Authority, compliance with the insurance requirements is not commercially practical for the tenant/Contractor, at the written request of the tenant/Contractor, the Authority may, at its sole discretion and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the tenant/Contractor. Any such modification will be subject to the prior written approval of the Authority, and subject to the conditions of such approval.

G. Specified Coverage Requirements

If, in the opinion of the Authority, tenant or Contractor's general liability, automobile liability, or workers' compensation will not adequately insure against specified risks the Authority reserves the right to require tenant or Contractor to purchase additional coverage including but not limited to builder's risk or environmental liability.

H. Proof of Insurance Coverage

Tenant and Contractor will not commence work or use or occupy Authority premises in connection with this document, until the required insurance is in force, preliminary evidence of insurance acceptable to the Authority has been provided to the Authority, and the Authority has granted permission to the tenant or Contractor to commence work or use or occupy the premises in connection with this document.

As preliminary evidence of compliance with the insurance required by this document, the tenant and Contractor will furnish the Authority with a certificate(s) of insurance satisfactory to the Authority. This certificate must be signed by an authorized representative of the insurer. If requested by the Authority, the tenant or Contractor will, within (15) days after receipt of written request from the Authority, provide the Authority with copies of required endorsements and/or a certified complete copy of the policies of insurance. The tenant and Contractor may redact those portions of the insurance policies that are not relevant to the coverage required by this document. The tenant and Contractor will provide the Authority with renewal or replacement evidence of insurance, acceptable to the Authority, prior to expiration or termination of such insurance.

I. Certificate of Insurance

For the purposes of this document, a certificate of insurance must be completed in a manner which clearly indicates that, to the extent required by this document:

Indicates the Authority, members of the Authority's governing body, and the Authority's officers, volunteers and employees are included as "Additional Insureds" on all policies other than workers compensation and professional liability;

Indicates insurers for all policies have waived their subrogation rights against the Authority, members of the Authority's governing body and the Authority's officers, volunteers and employees;

Indicates that the certificate has been issued in connection with this document;

Indicates the amount of any deductible or self-insured retention applicable to all Coverages;

Identify the name and address of the additional insured as:

Hillsborough County Aviation Authority
Attn.: Chief Executive Officer
Post Office Box 22287
Tampa, Florida 33622
and;

Be signed and dated using approved methods by an individual who is an authorized representative of each insurer, whose insurance is the subject of the certificate and who is authorized by each such insurer to issue the certificate of insurance. Facsimile signatures are acceptable.

J. Deductibles / Self Insurance (SIR)

- 1) All deductibles, self-insured retentions or any structures other than a fully insured program must be approved by the Authority. The Tenant and Contractor agree to provide all necessary documentation necessary for the Authority to review the deductible self-insured retention or alternative program structure.
- 2) Tenant and Contractor will pay on behalf of the Authority, or any member of the Authority's governing body, or any officer, volunteer or employee of the Authority, any deductible or self-insured retention which, with respect to the required insurance, is applicable to any claim by or against the Authority, or any member of the Authority's governing body, or any officer, volunteer or employee of the Authority.
- 3) Any agreement by the Authority to allow the use of a deductible or self-insurance program will be subject to periodic review by the Authority. If,

at any time, the Authority deems that the continued use of a deductible or self-insurance program by the Tenant or Contractor will not be permitted, the Authority may, upon 60 days' written notice to the Tenant or Contractor, require the Tenant or Contractor to replace or modify the deductible or self-insurance in a manner satisfactory to the Authority.

- 4) Any deductible amount or SIR program will be included and clearly described on the certificate of insurance prior to any approval by the Authority. This is to include fully insured programs which have a zero deductible applicable to the policy. Authority reserves the right to deny any certificate not in compliance with this requirement.

K. Tenant and Contractor's Insurance Primary

Tenant and Contractor's required insurance will apply on a primary basis. Any insurance maintained by the Authority will be excess and will not contribute to the insurance provided by or on behalf of the Tenant or Contractor.

L. Waiver of Subrogation:

The Tenant and Contractor, for themselves and on behalf of their insurers, to the fullest extent permitted by law without voiding the insurance required by this document, waive all rights against the Authority, members of the Authority's governing body and the Authority's officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the them.

M Tenant or Contractor's Failure to Comply with Insurance Requirements

1) Authority's Right to Procure Replacement Insurance

If, after the inception of this document, Tenant or Contractor fail to fully comply with the insurance requirements of this document, in addition to, and not in lieu of any other remedy available to the Authority provided by this document the Authority may at its sole discretion procure and maintain on behalf of the Tenant or Contractor, insurance which provides, in whole or in part, the required insurance.

2) Replacement Coverage at Sole Expense of Tenant or Contractor

The entire cost of any insurance procured by the Authority pursuant to this section will be paid by the Tenant and Contractor. At the option of the Authority, the Tenant and Contractor will either directly pay the cost of the insurance or immediately reimburse the Authority for any costs

incurred by the Authority including premium and a 15% administration cost.

3) Tenant and Contractor to Remain Fully Liable

Except to the extent any insurance procured by the Authority pursuant to this section actually provides the insurance coverage required by this document, the Tenant and Contractor will remain fully liable for full compliance with the insurance requirements in this document.

4) Authority's Right to Terminate, Modify, or Not Procure

Any insurance procured by the Authority pursuant to this section is solely for the Authority's benefit and is not intended to replace or supplement any insurance coverage which otherwise would have been maintained by the Tenant or Contractor. Authority is not obligated to procure any insurance pursuant to these requirements and retains the right, at its sole discretion, to terminate any such insurance which might be procured by the Authority pursuant to this section.

3. Insurance Requirements

- A. In general, the Authority does not require proof of insurance for TWPs which are completed by the tenant on their facilities using their own employees or for Tenant or Contractor performing routine maintenance work on tenant facilities and equipment. The Contractor will furnish the Authority with properly completed and signed original certificates of insurance, in the amounts and types of insurance specified by the Authority. Specific TWP requirements are based on the location and type of work to be performed. The Tenant will be responsible for insuring that the Contractor maintains the required insurance coverage in force and current until the TWP is closed by the Authority. It is paramount that the insurance agent issuing the certificate of insurance read and follows the instructions carefully.

In general, the required minimum general liability limits for a TWP are primarily a function of the work location and are as follows:

For work on Tampa International Airport, \$1 Million for non-redevelopment construction or ongoing repair or work, outside the fenced air operations area (AOA); \$5 Million for Non-AOA redevelopment construction by general Contractors; \$5 Million for all projects inside the fences and on the ramp areas around parked aircraft; and \$10 Million for all projects inside the AOA fenced area and on or near the runways and taxiways. The final decision on the specific types and limits of coverage's required will be determined by Authority Risk

Management based on information submitted with the TWP Application and as otherwise determined by the Authority based on other considerations. Environmentally sensitive or hazardous types of work such as the removal of asbestos, storage tanks systems, and other similar work will require a minimum of \$1 Million general Liability coverage regardless of the project costs and may require other specialized forms of coverage such as an additional policy covering Contractor pollution liability.

- B. For General Aviation Airports (Plant City, Peter O. Knight, and Tampa Executive), same as Tampa International Airport, except the limits for non-AOA redevelopment construction by General Contractors is reduced to \$2 Million; work inside the AOA and on the ramps are reduced to \$2 Million, and work on or near the runways or taxiways will require \$5 Million of coverage.
- C. The amounts and types of insurance will conform to the following minimum requirements. The wording of all policies, forms, and endorsements must be acceptable to the Authority.
- D. Based on the project location and type of work proposed, the category of coverage and limits as specified in Tables A and B herein will generally apply. The minimum required coverage and limits stated therein may be changed by the Authority based on information discovered before the completion of the TWP. When notified of such changes, the Contractor will provide any new coverage or limits as may be required before proceeding with the work.

4. Contractor’s Minimum Required Insurance Coverage and Limits – (See Tables A and B

- A. Workers' Compensation and Employers' Liability Insurance - will be maintained by the Contractor during the term of the TWP for all employees engaged in this work under the TWP. The amount of such insurance will not be less than:

Workers' Compensation	Statutory
Employers' Liability	\$ Limit Each Accident
	\$ Limit Disease Policy Limit
	\$ Limit Disease Each Employee.

- B. Commercial General Liability Insurance - The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this TWP 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, the Contractor under this TWP or the use or occupancy of Owner premises by, or on behalf of, the Contractor in connection with this TWP. Coverage shall be on a form no more restrictive than ISO Form CG 00 01. Additional insured coverage shall be on a

form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01. Coverage shall be provided with limits of not less than:

Bodily Injury and Property Damage Liability	\$ Combined Single Limit Each Occurrence and Aggregate with the General Aggregate Limit Specific for this project.
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- C. Business Auto Liability Insurance - will be maintained by the Contractor as to ownership, maintenance, and use of all owned, hired and non-owned, vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this TWP will be:

Bodily Injury and Property Damage Liability	\$ Combined Limit Each Occurrence
--	-----------------------------------

- D. Contractor's Pollution Liability Insurance - Contractors performing work involving the installation, use, or disposal of substances, systems, or products which are classified as possible environmental pollutants, will obtain and maintain a Contractor's Pollution Liability Insurance policy for the project. The limits of coverage will not be less than, \$1,000,000 Combined Single Limit Each Occurrence.

- E. Professional Liability Insurance – Tenant or Contractor shall be required to either 1) maintain Professional Liability Insurance (as described herein); or 2) provide proof that Professional Liability Insurance (as described herein) is maintained by the project’s design professional. Such Professional Liability Insurance shall, at a minimum, provide coverage retroactively to commencement of design work on the project, shall be issued on a form acceptable to the Authority and shall, at a minimum, provide coverage for claims which are made within five (5) years of substantial completion of the work which is the subject of the architectural, engineering or design services. Any deductible amount in excess of \$25,000 per claim must be approved, in writing, by the Authority. The limits of coverage will not be less than, \$ Item 6 per claim. The limits of coverage will not be less than, \$ Item 6 per claim.

Insurance Limits - The project categories and insurance limits in Table A are guidelines for projects located on Tampa International Airport property including general aviation activities. Table B covers work located at the general aviation airports of Peter O. Knight, Plant City, and Tampa Executive. The limits are subject to adjustment by the Authority’s Risk Management Department for specific projects.

F. Insurance Limits

Category 1 Project - Non-AOA, non redevelopment, construction, ongoing maintenance or repair work for tenant.

Category 2 Project Non-AOA, redevelopment construction by general Contractors.

Category 3 Project -Work on the AOA other than work near or on the taxiways and runways.

Category 4 Project - Work on the AOA on or near the taxiways and runways.

Tenant Work Permit Handbook
TABLE A (TIA)

<u>Item</u>	<u>Coverage</u>	<u>Cat 1 Limits</u>	<u>Cat 2 Limits</u>	<u>Cat 3 Limits</u>	<u>Cat 4 Limits</u>
1	Workers Comp & Employer’s Liability – Each Accident	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
2	Workers Comp & Employer’s Liability – Disease Aggregate	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
3	Workers Comp & Employer’s Liability – Each Disease	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
4	General Liability	\$1,000,000	\$5,000,000	\$5,000,000	\$10,000,000
5	Business Auto Liability	\$1,000,000	\$1,000,000	\$5,000,000	\$10,000,000
6	Professional Liability ¹	N/A	\$1,000,000	\$1,000,000	\$1,000,000
7	Pollution Liability ²	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000

TABLE B (General Aviation Airports)

<u>Item</u>	<u>Coverage</u>	<u>Cat 1 Limits</u>	<u>Cat 2 Limits</u>	<u>Cat 3 Limits</u>	<u>Cat 4 Limits</u>
1	Workers Comp & Employer’s Liability – Each Accident	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
2	Workers Comp & Employer’s Liability – Disease Aggregate	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
3	Workers Comp & Employer’s Liability – Each Disease	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
4	General Liability	\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000
5	Business Auto Liability	\$1,000,000	\$1,000,000	\$2,000,000	\$5,000,000
6	Professional Liability ¹	N/A	\$1,000,000	\$1,000,000	\$1,000,000
7	Pollution Liability ²	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000

¹ Only if applicable. (this is for architect and engineering firms)

² Pollution liability is only required for Contractors performing work involving the installation, use, or disposal of substances, systems, or products which are classified as possible environmental pollutants.

Sample Accord Form



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Deductible			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			Deductible			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			Deductible			EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Description of work or project
 The Authority, Members, Officers, Employees and volunteers are included as Additional Insureds in relation to general liability and auto liability.

CERTIFICATE HOLDER	CANCELLATION
HILLSBOROUGH COUNTY AVIATION AUTHORITY TAMPA INTERNATIONAL AIRPORT 5503 W. SPRUCE STREET TAMPA, FL 33607-1475	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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THIS IS AN EXAMPLE ONLY

CHAPTER 5 GENERAL CONSTRUCTION STANDARDS

1. Change Orders

If changes to the scope of work or equipment to be installed occur, the Contractor, through the Tenant, will submit those proposed changes to the Authority for review and acceptance prior to proceeding. The Tenant will be solely responsible for the full cost of the work authorized under the permit. The Authority will not be responsible for any costs relating to the work, any change order, or other related expenses whether they were requested by the Tenant or required by the Authority or any other regulatory agency

2. Coordination and Inspection

The Authority's Maintenance Department will be the point of contact for all Authority TWP inspection and coordination.

The Authority may attend scheduled progress meetings or require additional meetings to be held at a time and place suitable to the Authority. The Authority will be advised as to the time and place of any general project coordination and progress meetings held by the Contractor/Engineer/Tenant during the construction. Contractor or Tenant will record minutes of any such meetings and distribute copies to Authority for review.

The Authority will be allowed access to all parts of the work and will be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection. The Authority reserves the right to issue a stop work notice at any time if unsafe conditions are observed, airport security is compromised, or the Contractor fails to follow the provisions of the TWP Program.

Other federal, state and local agencies may require the Contractor to have permits and inspections in addition to those required by the Authority. The Authority will have no responsibility for insuring that these permits or inspections are properly scheduled or completed. It is the Tenant's and Contractor's responsibility to ensure these items are properly completed and copies of the final signed documents forwarded to the Authority.

3. General

- A. These requirements and standards are in addition to and not in lieu of all other applicable local, state, and federal requirements or standards and are not all-inclusive.
- B. The Tenant is responsible for all subtenant compliance with the TWP program.

- C. The Tenant and Contractor will in no way interfere with normal operational characteristics of any airport facility except as specifically indicated and specified in the TWP approved by the Authority.

4. Standards of Construction

- A. Codes, Rules, and Regulations

- 1) Commercial Real Estate

Commercial Real Estate comprising of all facilities which are land leases where the Authority does not own or maintain the facility such as International Plaza, Corporate Centers, Privately owned Hangers and other type of commercial businesses.

All work will comply with the Florida Building Code, local, state, and federal laws, rules, regulations, and codes, and accepted good architectural and engineering standards and practices.

- 2) Authority Owned, Operated and Maintained Facilities

These facilities are comprised primarily of the Main Terminal, Airsides and support buildings.

All work will comply with the Florida Building Code, local, state, and federal laws, rules, regulations, and codes, and accepted good architectural and engineering standards and practices. Construction Standards for the below listed components will comply with the Authority's Design Criteria Manual which can be found at:

<http://www.tampaairport.com/capital-development>

- B. Permits

Any Tenant or Contractor doing work on Authority property will be fully trained and appropriately licensed to perform the work and will be familiar with and comply with all Authority, city, county, state, and federal codes, requirements, and standards affecting the proposed work. The Tenant or Contractor will obtain all required city, county state or federal agency permits and submit copies to the Authority prior to the issuance of a tenant work permit (TWP).

C. Equipment

- 1) Only non-marking rubber-tired dollies and equipment will be used inside buildings. All lifts and materials handling equipment operating in terminal areas with tiled floors will only be moved with plywood underneath them to prevent tile cracking.
- 2) All carpeted floor areas in a work site will be protected by placing drop cloths, heavy plastic, or tarpaulins on the floor. A "walk off" mat will be placed just inside of the barricade access. Any damage to carpeting in public spaces, due to construction activity, will be repaired or replaced by the Authority at Tenant's expense.
- 3) The use of gas, diesel or propane engines in unventilated areas is prohibited.
- 4) The cleaning of concrete trucks on Authority property is prohibited.
- 5) The use of any types of explosives, or the possession of firearms on Airport property, unless specifically approved by the Authority in writing, is prohibited.
- 6) The Authority and the FAA will not permit penetrations of the imaginary surfaces defined in FAR Part 77 without advance notification and approval. This includes any penetrations whatsoever by the Tenant or Contractor, including, but not limited to vehicles, cranes, other construction equipment, structures, stockpiled materials or excavated earth. See Chapter 10 for specific height-zoning requirements.

D. Material Storage

Construction material is to be stored only in spaces and in a manner specified by the Authority for the particular project. Generally, construction material must be stored out of public view. If storage in or near a public area is permitted, a solid 4-foot barricade, at a minimum, must separate the stored materials from public access. The Contractor and all subcontractors will work cooperatively with all other contracts and Authority employees. This coordination will include sharing of material and equipment staging areas, and proper connections to adjoining facilities.

E. Demolition

- 1) Any demolition that will cause dust must be done behind closed doors of the tenant's space or protected from the public. If the area to be

demolished is in an open area, not confined by doors, a dust barrier must be constructed to confine the work area. (See section F below.)

- 2) Air conditioning ducts (supply and return) in the work area will be closed off in a manner acceptable to the Maintenance Department during demolition phases of the work to prevent dust from entering the system.
- 3) Transport of debris through public spaces, if permitted, will be made only after coordination of times and routes with the Authority.

F. Temporary Construction Barricades

- 1) Tenant or Contractor will furnish barricades, which are neat and uniform in appearance to provide security and protection of the work area. The Tenant or Contractor will be fully responsible for the protection of the public and adjacent areas during the construction process. Tenant or Contractor will safely isolate the construction areas while maintaining normal airport operations. All work and/or material storage areas will be separated from the common use public areas of the airport by use of barricades of a type and size approved by the Authority. **A barricade plan will be submitted to and approved by the Authority prior to the start of any work.** Following approval and subsequent installation of barricades, a representative from the Authority's Maintenance Department will inspect the work to insure compliance with the barricade plan and the following requirements.
 - 2) When the work site is behind the ticket counter, the Tenant or Contractor will seal off the nearest baggage "pass through" by securing a barricade panel to the opening. A barricade of stanchions connected with a rope will be erected behind the counter.
 - 3) If at any time barricades are not maintained to these standards, or if the public areas are not protected from excessive noise, dust, or other interference, the Tenant or Contractor will be required to cease all work until the non-conforming situation is corrected.
 - 4) No Contractor company names or logos are to be displayed unless otherwise approved by the Authority. Tenant or Contractor must post "Coming Soon" signs on the exterior of the barricades depicting a rendering of the proposed concept.
 - 5) Tenant or Contractor will provide warning signs and lighting where needed, including flashing red lights where appropriate. Tenant or Contractor will comply with recognized standards and code requirements.

- 6) Tenant and Contractor will cooperate and coordinate with the Authority for installation of all barricades to allow continuous Airport operations. Access will be maintained into all building tenant spaces and existing mechanical and electrical control device spaces.
- 7) The Tenant or Contractor will use temporary barricades of the following types as required by the space, location of work and duration of project and directed by the Authority. Barricade construction standards are as follows;
 - a) Solid panels, either 4' or 8' high, using a minimum of 1/2" AC-1 plywood, or drywall securely fastened to 1" x 2" wood framing or metal studs (minimum of 24" on center). Panels will be hinged with all hardware on the non-public side.
 - b) All bracing will be on the non-public side of the barricade.
 - c) All barricade material will be pre-painted to represent a finished appearance that is compatible with adjacent areas with a color approved by the Authority. All screws on the public side, as well as doors and frames, will be painted. Barricades will be painted to represent a finished appearance that is compatible with adjacent areas.
 - d) Barricade sections will be fitted together to prevent accidental entry into the work area by airport patrons.
 - e) Fastening devices will not protrude or present a hazard on the public side. Floor covering inside the barricade will be protected with 1/2" plywood and 6-mil plastic.
 - f) The Tenant or Contractor will provide walk-off mats (4' x 6' minimum) inside the barricade area and keep the mats and the area in front of the mats clean.
 - g) All barricades will be constructed with doors for access and outfitted with a lock to keep the public out. The Authority's Maintenance Department will be given copies of all barricade keys or codes.
 - h) Erecting and dismantling of all barricades will be performed between the hours of 10:00 PM and 6:00 AM and with prior approval of and coordination with the Authority.

- i) **Road Barricades:** Roadway barricades will be in accordance with FDOT roadway and design standard.

- j) **Airfield Barricades (Non-movement areas):** Runway and taxiway barricades will be in accordance with Standard Low Profile Barricade Specifications and indicate construction locations on non-movement areas in which no part of an aircraft may enter by using barricades that are marked with diagonal, alternating orange and white stripes. Supplement these barricades with alternating orange and white flags at least 20 by 20 inches (50 by 50cm) square and made and installed so they are always in an extended position, properly oriented, and securely fastened to eliminate jet engine ingestion. Such barricades may be of many different shapes and made from various materials, including railroad ties, sawhorses, jersey barriers, or barrels. During reduced visibility or night hours, supplement barricades with yellow or red lights, either flashing or steady burning. If an aircraft would normally have access to these areas, use red lights. The intensity of the lights and spacing for barricade flags and lights must adequately and without ambiguity, delineate the hazardous area. The construction specification must include a provision requiring the tenant or Contractor to have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The tenant/Contractor must file this information with the airport.

- k) **Airfield Barricades (Movement areas):** Use alternating orange and white flag lines, traffic cones, omni-directional red flashers, and/or signs to separate all construction/maintenance areas from the movement area. All barricades, temporary markers, flag line supports, and other objects placed and left in safety areas associated with any open runway, taxiway, or taxi-lane must be as low as possible to the ground and of low mass; easily collapsible upon contact with an aircraft or any of its components; weighted or sturdily attached to the surface to prevent displacement from prop wash, jet blast, wing vortex, or other surface wind currents; and, if affixed to the surface, frangible at grade level or as low as possible, but not to exceed 3 inches (7.6 cm) above the ground. Do not use non-frangible hazard markings, such as railroad ties, jersey barricades, and/or metal-drum-type barricades in aircraft movement areas. Barricade taxiways leading to closed runways with highly reflective barriers with flashing or solid red lights. Evaluate all operating factors when dealing with temporary closures that can last from 15 to 20 minutes to a much longer

period of time. However, the Authority strongly recommends that, even for closures of relatively short duration, major taxiway/runway intersections be marked. Mark them with barricades with a flashing red light spaced at 20 feet (6m) intervals. At a minimum, use a single barricade placed on the taxiway centerline-

G. Building

- 1) Materials and finishes used in the work must have a fire rating at least equal to the rating required for the type space in which the work is to be performed.
- 2) No work may be performed which, when complete, will result in the degradation of the fire rating for the space.
- 3) Any penetration of existing ceilings or walls which will break the fire rating of the ceiling or wall must be patched with 5/8" Type X fire code sheet rock as necessary to restore the fire rating. All new cored holes in the slab and any existing abandoned holes will be properly sealed and made water tight.
- 4) Any ceiling access panel, now existing, must remain in its present location and cannot be covered in a manner to prevent access.
- 5) Any ceiling that must be accessed or crossed from above will be done only with prior permission of the Maintenance Department.
- 6) Tenant and Contractor will not walk on the ceiling T-bar suspension system.
- 7) The Authority must approve all floor and wall coverings. Proposed designs for floor and wall coverings in public areas should be submitted for approval prior to the purchase of materials. Carpeting for public areas will be commercial Class I, glued down without backing or padding. Class II commercial carpet without backing or padding will be the minimum carpet grade permitted in non-public areas. For Concessions and Rental Car Operations, refer to the Concessions Design Criteria Manual and the CONRAC, Concessionaire Improvement Handbook.
- 8) Interior and exterior spray painting is prohibited unless specifically authorized in writing by the Authority.

- 9) All building roof systems and building roof replacement systems will include a minimum 10-year manufacturer's warranty naming the Authority as the Owner unless otherwise approved in writing by the Authority.
- 10) Plumbing Standards will conform to the City of Tampa Building Code, and as applicable to the Authority's requirements as specified in the Authority's Design Criteria Manual which can be found at:

<http://www.tampaairport.com/capital-development>

- 11) All attachments to building support columns or to the ceilings of post tensioned facilities requiring drilling and/or anchors inserted into the concrete will be designed and sealed by an appropriately licensed professional engineer and specifically approved and accepted by the Authority.

H. Telecommunications and Network Infrastructure Standards

- 1) Commercial Real Estate

Telecommunications and Network Infrastructure shall conform to Building Industry Consulting Service International (BICSI) standard .

- 2) Authority Owned, Operated and Maintained Facilities

The Hillsborough County Aviation Authority currently specifies the requirements for the installation and use of copper and fiber optic telecommunications cabling to support voice, data, video, security and other low voltage applications and services at Tampa International Airport. This Document describes the general requirements, standards, specifications, and methods of execution pertaining to the telecommunications cable infrastructure for use at the Airport. It includes the furnishing, installation, testing and documentation of telecommunications copper and fiber optic cable, terminations, outlets, and related items for use throughout the Airport facilities. Telecommunication standards can be found in the Airport's Design Criteria Manual located at.

<http://www.tampaairport.com/capital-development>

I. General Electrical

- 1) City of Tampa Electric Permit must be obtained and displayed at the work site. Additionally a copy of the permit must be on file with the Authority prior to the approval of the TWP.
- 2) All work must conform to the National Electric Code, the City of Tampa Electric Code, and as applicable, and the Authority requirements as specified herein. The Authority's electrical standards can be found in the Airport's Design Criteria Manual, at.

<http://www.tampaairport.com/capital-development>

- 3) Design, Drawings, Specifications, and Materials Standards

Tenant or Contractor shall submit detailed electrical drawings that show all work to be performed. Drawings will show new branch or feeder circuits and identify panel and breaker numbers where originating, size of conduit, size of wire, number of conductors and full load current. Provide a complete riser diagram if any electrical panels are added and include layout and elevations of all multiple raceways.

J. Antennas

1. All requests for installation approval must be presented on the standard tenant work permit application. Each permit application should list, under the scope of work section, type of system, transmitter/receiver location, antenna location, owner, call numbers, frequency and any other pertinent information available. This information will be used for the review and approval process and maintenance of records.
2. All antenna installations will be in accordance with the following:
 - a) All proposed new radio frequency (RF) antennas must be reviewed and accepted by the Authority and FAA for non-interference with existing equipment prior to installation. See Chapter 8 Height Zoning for application form and height-zoning requirements. Acceptance will be provisional and the radio equipment must be immediately removed from service and modified, by the tenant, to the Authority's/FAA's satisfaction if the new frequency or equipment causes any interference with existing equipment when it is put into service.

- b) All cable/wire must be placed in concealed conduit or other approved raceways.
- c) Antennas must be supported by brackets attached to permanent masts, designed and installed for this purpose, or they must be attached to some permanent stanchion light poles extending from roofs of buildings. Exposed cables on the sides of poles must be secured a minimum of every three feet utilizing stainless steel bonding straps.
- d) All antenna masts, guys and roof penetration ducts must be grounded for lightning protection.
- e) All roof penetrations must be made by licensed and bonded roofing contractors.
- f) Generally, antennas shall not be supported by brackets attached to the side walls of buildings. Certain antenna mast attachments to the passenger loading bridges may be acceptable. Requests for these types of installation will be approved on a case-by-case basis.
- g) Certain weighted base type antenna installations may be acceptable. Details on the specific type of base to be used must be submitted for consideration.
- h) The antenna and related equipment must be for the sole purpose of enabling or enhancing communications for a specific airport tenant for their use in operations or maintenance. There can be no commercial use of the system without approval of the Authority.
- i) The antenna must be in compliance with the Authority's height zoning regulations. Any proposed antenna that exceeds the height of the existing structure must obtain a height zoning permit from the Authority.
- j) Any questions regarding antenna installation should be directed to the Tenant Work Permit Coordinator in Maintenance.
- k) The proponent to be used, must have an approved FCC application for the proposed frequencies

K. Fire Alarm and Detection Systems

The Airport operates and maintains a **Simplex** fire alarm and detection system. Any construction activities that require the modification, relocation and/or addition devices must first be submitted and approved by the Authority Maintenance Department.

All new security/access control, EMCS, fire protection, communications, paging, or other facility system additions or modifications must match and be compatible with the Authority's existing systems. Coordination with the Authority's Maintenance Contractor(s) will be required. Additionally, the Authority reserves the right to specify the equipment manufacturer and Contractor for any proposed changes to its systems. Tenants will be responsible for all costs associated with any changes to the existing Maintenance contracts caused by their addition of new equipment or requirements.

L. Heating, Ventilation, and Air Conditioning (HVAC)

- 1) Submittal drawings by Tenant or Contractor for any proposed modification to the HVAC System must describe the modification in detail. Modifications must be fully compatible with the existing system.
- 2) All HVAC controls will be compatible with existing systems. Where the Johnson Controls "METASYS" control system is modified all work will be performed by the manufacturer. All affected control drawings will be revised and one set of Revised Drawings will be laminated for insertion into the Authority Master Set.
- 3) Modifications must comply with the Airport Mechanical System Standards which be found in the Authority's Design Criteria manual at.

<http://www.tampaairport.com/capital-development>

M. Cutting, Welding and Patching

- 1) Do not cut and patch the following categories of work without Authority's written acceptance of procedures:

Structural steel

Miscellaneous structural metals, including lintels, equipment supports, stair systems, and similar categories of work.

Structural concrete

Foundation construction

Bearing and retaining walls

Structural decking
Exterior wall construction
Piping, ductwork, vessels, and equipment
Water, moisture, vapor, air, and smoke barriers, membranes, and flashing
Noise and vibration control elements and systems
Control, communication, conveying, and electrical wiring systems
Primary operational systems and equipment
Roads and ramps

- 2) Cutting, welding, open flames, spark producing equipment, and use of explosive operated fastening devices within the confines of the Landside building, airside buildings, aircraft aprons, fuel farms, or other enclosures is prohibited unless an approved Welding & Cutting Permit is obtained from the Authority for the operation. The welding and cutting permit application can be found at:

<http://www.tampaairport.com/airport-operations>

- N. Airfield Paving: Runways, Taxiways, and Aprons

All construction involving Runways, Taxiways and Aprons will conform to the Authority's Design Criteria Manual, which can be found at:

<http://www.tampaairport.com/capital-development>

- O. Landscaping

Tenant and Contractor will obtain prior written approval from the Authority before making any additions, deletions, or other changes to the landscaping, landscape materials, or irrigation systems.

5. Environmental Protection

- A. Tenant and Contractor will provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted, or that other undesirable effects might result. Tenant and Contractor will avoid the use of tools and equipment which produce harmful noise and will restrict the use tools and equipment creating excessive or disturbing noise to hours that will minimize complaints from persons or firms near the work site.
- B. Tenant and Contractor will designate one person to be responsible for and enforce

strict soil, water, and atmosphere pollution prevention discipline at the work site.

- C. Tenant or Contractor that installs monitoring wells or collecting soil samples will notify the TWP Coordinator and coordinate with the Authority's Environmental Protection Manager and obtain an approved TWP prior to initiating any on-site work.

6. Storage Tank Systems

- A. This Section specifies certain minimum requirements to be followed for work involving storage tank systems regardless of methods and means selected for performance of the work, but not by way of limitation, and as an assurance of compliance with governing regulations. Use of alternate methods and procedures may be permitted subject to Authority's approval and acceptance.
- B. Storage tanks which are regulated by federal, state and local agencies must be registered with the Florida Department of Environmental Protection (FDEP). As defined by FDEP, a storage tank system includes all tanks, integral piping, dispenser, and release detection equipment. See Chapter 62-761 Florida Administrative Code (FAC) for complete definitions and rules pertaining to underground storage tanks (UST's) and aboveground storage tanks (AST's). Regulated systems generally consist of:
 - 1) Underground storage tanks (UST) with capacities of greater than 110 gallons;
 - 2) Stationary above-ground storage tanks (AST) with capacities of greater than 550 Gallons that store pollutants or hazardous substances.

In addition, if a facility has a single AST with a capacity greater than 1,320 gallons, the facility must also comply with the federal Oil Pollution Prevention regulation (40 CFR 112). Once a container exceeds the 1,320-gallon threshold, all containers with a capacity of 55 gallons or more are regulated under this rule. In compliance with this regulation, a Spill Pollution Control and Countermeasure (SPCC) plan must be prepared and implemented.

Additional requirements for registering, closing and soil removal operations can be found in section 1.6 of the Authority's Design Criteria Manual located at:

<http://www.tampaairport.com/capital-development>

7. Pollution Control

The Tenant and Contractor will:

- A. Provide methods, means, and facilities required to prevent contamination of soil, water, or atmosphere by discharge of noxious substances from construction operations. The Tenant and Contractor will take special precautions such that noxious fumes and odors from any construction activities do not enter any facility or the facility HVAC system.
- B. Provide equipment and personnel to perform emergency measures required to contain any spillage and to remove or remediate contaminated soil or liquids.
- C. Excavate and dispose of contaminated earth off site, and replace with suitable compacted fill and topsoil.
- D. Take special measures to prevent harmful substances from entering waters.
- E. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers.
- F. Provide systems for control of atmospheric pollutants.
- G. Prevent toxic concentrations of chemicals.
- H. Prevent harmful dispersal of pollutants into atmosphere.

8. Collection and Disposal of Waste

Tenant and Contractor will:

- A. Collect and dispose of waste from work areas daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of materials in a lawful manner. Disposal of hazardous waste will be at a public facility properly licensed to dispose of the waste, in accordance with all current rules and regulations, and the Tenant or Contractor will furnish the Authority with appropriate certificates of proper disposal.
- B. Make reasonable provisions to maximize construction material recycling. Accumulation of trash will not be allowed, and the Authority representative may at any time direct the Tenant or Contractor to immediately remove trash and debris from the site of the work when in the opinion of the Authority such trash constitutes a nuisance or in any way hinders the work or the Airport's operations. If the Tenant or Contractor should fails to remove trash and debris from the work site in a timely manner, the Authority may perform this work and collect the cost

(plus 15% administrative costs) of such from Tenant or Contractor, Make or their surety.

- C. Burying or burning of any materials on Authority property or washing waste materials down sewers or drains is prohibited.
- D. No hazardous material will be stored within the terminal complex.

9. Pest Control

Provide proof of rodent and pest control on job site and require the proper removal of wastes that attract pests by construction personnel.

10. Limits of Construction

Any surface disturbed outside the construction limits as shown on the approved plans will be restored to the Authority's satisfaction at the tenant/Contractor's expense.

11. Construction Layout and Stakes

Tenant or Contractor will furnish all lines, grades, and measurements necessary to the proper prosecution and control of the work.

12. Environmental Management, Groundwater

Tenants who are performing construction work under the Tenant Work Permit Program are responsible for immediately notifying the Authority of any incidents involving groundwater and forwarding copies of all environmental permits, notice(s) of violation, warning notice(s), consent orders and related documents, site rehabilitation reports and related correspondence to the Authority's Tenant Work Permit Coordinator and the Authority's Environmental Protection Manager.

13. Familiarization of Existing Conditions

Prior to commencing construction, the Tenant and Contractor will become familiar with existing conditions. Such familiarization will include a tour of the proposed work site with Authority staff. Should the Tenant or Contractor discover any inaccuracies, errors, or omissions between the actual existing conditions and the contract documents, Contractor will immediately notify the Tenant and verify any change order with the Authority prior to proceeding.

14. Safety and Protection

- A. Since work areas may be accessible to and used by the public, the Authority, and other companies doing business at the Airport during the construction period, it is the tenant/Contractor's responsibility to maintain each work area in a safe, hazard free condition at all times. Should the Authority find the area unsafe at any time, it will notify the Tenant and Contractor, and the Tenant and Contractor will immediately stop work and take whatever steps necessary to remedy the unsafe condition. Should the Tenant or Contractor not be immediately available for corrective action, the Authority will remedy the problem and the Tenant or Contractor will reimburse the Authority for the expense of such correction, including any administrative fees.
- B. Fixed structures, equipment, paving, landscaping and vehicles (automobiles, trucks, etc.) will be protected with drop cloths, shielding and other appropriate measures to ensure maximum protection of all property and vehicles.

15. Work Hours

- A. Work hours within existing buildings will comply with any special Authority requirements and the following limitations:
 - 1) Unless otherwise specified, work may proceed at any time (24 hours a day) with the following exceptions:
 - a) All work areas above suspended ceilings which are above areas open to access by the public, Tenant, and non-construction personnel will be restricted to times when these areas are unoccupied, typically 1:00 AM to 6:00 AM on the Baggage Claim Level and 10:00 PM to 5:00 AM on the Ticketing Level unless specifically approved in writing. See barricades.
 - b) All work in areas above roadways will be restricted to periods between 1:00 AM and 8:00 AM on the Baggage Claim Level and 10:00 PM and 5:00 AM on the Ticketing Level unless specifically approved in writing. See barricades.
 - c) Work inside a total isolation area (i.e., barricaded floor to the underside of the deck) of a site may proceed at any time (24 hours a day) unless it causes a problem with passengers or tenants.
 - 2) Disruptive work, including excessive noise, vibration, offensive fumes, and similar events, will be conducted so as not to interfere with the normal operation of the Airport. Disruptive work will be scheduled and conducted by the Tenant or Contractor between the hours of 10:00 PM and 6:00 AM. When directed by the Authority to cease disruptive work, the Tenant or

Contractor will immediately suspend and discontinue the disruptive work and will not resume until remedial action is taken.

- B. Work hours on the AOA will comply with any special Authority requirements for the specific work and will be approved in writing, in advance, by the Authority.

16. Maintenance of Traffic

- A. When the work is in a vehicular traffic or pedestrian area, arrange the work so as to avoid disruption of normal traffic patterns. Tenant or Contractor will provide, erect and maintain effective barricades, danger signals, signs and equipment to provide protection of the work and the safety of the public throughout the area. Tenant or Contractor will maintain traffic within the limits of the project for the duration of the construction period, including all temporary suspension of work as well as the construction and maintenance of any necessary detour facilities; the furnishing, installing and maintaining of traffic control and safety devices during construction, the control of dust, and any other special requirements for safe and expeditious movement of traffic and pedestrians. The Tenant or Contractor will not be required to maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roadways. Maintenance of traffic will include all facilities, devices and operations required for safety and convenience of the public and to minimize public nuisances.
- B. Tenant or Contractor will not obstruct or create a hazard during the prosecution of the work and will be responsible for repair of all damage to existing pavement or facilities caused by the operations.

- 1) Commencement

The Tenant and Contractor's responsibility for maintenance of traffic will begin on the day work begins on the Airport, and will continue until the Authority accepts the completed work.

- 2) Traffic Lanes

All closures of traffic lanes or parking spaces will be coordinated in advance in writing with the Authority Police Department and Parking and Ground Transportation Department a minimum of forty-eight (48) hours prior to any closure. Tenant or Contractor will not close more than one lane on each roadway or ramp. Unless otherwise specified, the effective width of each lane used for maintenance of traffic will be at least as wide as the traffic lanes existing in the area prior to commencement of construction. Traffic control and warning devices will not encroach on lanes used for maintenance of traffic. At parking exit facilities, a minimum of ten (10)

booths will be available for operation at all times, to include one electronic reader, and at the parking entrance facilities, a minimum of three (3) ticket dispensers will be available for operation at all times, including and electronic reader, however during heavy traffic conditions on lane closures may not be allowed.

3) High Traffic Area

When the work is in or near a high vehicular traffic and pedestrian area the Tenant and Contractor will arrange the work so as to avoid disruption of normal traffic patterns. The Tenant and Contractor will provide, erect and maintain effective barricades danger signals, signs and equipment to provide protection of the work and the safety of the public throughout the area.

C. Daily Inspection of Control Devices

The Tenant or Contractor will be responsible for performing inspections as directed by the Authority at the pre-construction meeting, of all installed temporary traffic control devices on the project. Tenant or Contractor will replace all equipment and devices not conforming to the approved standards during an inspection. The Authority will be advised of the schedule of these inspections and be given the opportunity to join an inspection survey as deemed necessary.

D. Traffic Plan

If required, the Tenant or Contractor will present maintenance of traffic plan at the pre-construction conference.

1) The maintenance of traffic plan will be in written form and include drawings which indicate the type and location of all signs, lights, barricades, arrow boards, striping and barriers to be used for the safe passage of pedestrians, frequency of inspection, and vehicular traffic through the project for the protection of the workmen. The plan will indicate conditions and setups for each phase of the Tenant or Contractor's activities.

2) The Tenant or Contractor will not be permitted to begin work until the maintenance of traffic plan has been approved in writing by the Authority. Any modifications to the maintenance of traffic plan must also be approved in writing by the Authority before implementation. Except in an emergency, no changes to the approved plan will be allowed until approval to change such plan has been received.

E. Haul Routes

All construction vehicles are required to use established project haul traffic routes. Normal Airport traffic lanes will not to be used as staging areas for delivery vehicles. The Tenant and Contractor's employees will utilize the designated Tenant and Contractor employee parking area.

- 1) Adequate accommodations for intersecting and crossing traffic will be provided and maintained and, except where specific permission is given, no road or street crossing the project will be blocked or unduly restricted.
- 2) The State of Florida, Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations, sets forth the basic principles and prescribes minimum standards to be followed in the design, application, installation, maintenance and removal of all traffic control devices and all warning devices and barriers which are necessary to protect the public and workers from hazards within the project limits. The standards established in the aforementioned manual constitute the minimum requirements for normal conditions and additional traffic control devices, warning devices, barriers or other safety devices will be required where unusual, complex or particularly hazardous conditions exist.

F. Traffic Control Devices

Adequate traffic control devices, warning devices, and barriers are the responsibility of the Tenant and Contractor. Traffic control devices, warning devices, and barriers will be erected by the Tenant and Contractor prior to work start to avoid the creation of any hazardous condition and in conjunction with any necessary re-routing of traffic. The Tenant and Contractor will immediately remove, turn or cover any devices or barriers which do not apply to existing conditions.

- 1) The Tenant and Contractor will make the Authority aware of any scheduled operation which will affect traffic patterns or safety, sufficiently in advance of commencing such operation to permit review of the plan for installation of traffic control devices, warning devices or barriers proposed by the Tenant and Contractor a minimum of forty-eight (48) hours in advance.
- 2) The Tenant and Contractor will assign an employee the responsibility of maintaining the position and condition of all traffic control devices, warning devices and barriers throughout the duration of the contract. The Authority representative will be kept advised at all times as to the identification and means of contacting this employee on a twenty-four (24) hour basis.

- 3) Use of flashing arrow boards is mandatory with lane closures on the inbound or outbound Terminal Parkway and during night construction.

G. Flagmen

The Tenant or Contractor will provide competent flagmen to direct traffic where one-way operation in a single lane is in effect and in other situations as may be required by the Authority.

H. Traffic Signs

The Tenant or Contractor may furnish and install construction traffic directional signs along the existing traffic route. The signs will depict Tenant or Contractor's logo or name, directional arrows and "Deliveries." Signs will be of sufficient size to have a 6-inch high message and will be located in advance of at each decision point. All signs and their locations will be pre-approved by the Authority.

I. Notification

Tenant or Contractor will give the Authority and any affected other tenants a minimum of forty-eight (48) hours advance notice of days when construction traffic is expected to be heavy or when oversized pieces of equipment are to be delivered.

J. Material Deliveries

All Tenant or Contractor's material orders for delivery to the Airport will use as a delivery address, the street name, and number assigned to the job site. The name "Tampa International Airport" will not be used in the delivery address at any time. All Tenant or Contractor materials will be delivered to the work site receiving area, and all deliveries will be made only during the Tenant or Contractor's working hours.

K. Work Personnel

- 1) To the maximum extent possible, all construction personnel will be restricted to the Tenant and Contractor's work areas. Workmen will be appropriately attired to perform their work. Additionally, workers will have at a minimum the Tenant or Contractor's company name displayed on their outer garment. Tampa Airport ID badges must be properly displayed, if appropriate.
- 2) When walking from the Tenant or Contractor's parking lot to the job site, existing walkways and crossings will be used. The Tenant or Contractor will not use vehicle traffic lanes as walkways.

- 3) The Tenant or Contractor's workers will not utilize public areas when taking their work breaks or lunch breaks. The Authority or Tenant will designate areas for this purpose upon request. Workers will not use public toilets at any time.
- 4) The Tenant or Contractor's personnel will not use restaurants, lounges or other concession areas within the Airport.
- 5) Public elevators and escalators will not be used at any time for the transporting of construction personnel or materials. Additionally, the entry to all elevators and escalators will not be blocked at any time.

17. Cleaning and Protection of Property

Tenant and Contractor will:

- A. During handling and installation of work at the work site, clean and protect work in progress and adjoining areas.
- B. Apply protective covering on installed work to ensure freedom from damage or deterioration.
- C. Adjust and lubricate operable components to ensure operability without damaging effects.
- D. To the extent possible through appropriate control and protection methods, supervise performance of the work in such a manner and by such means so as to ensure the work and adjoining areas, whether completed or in progress, will not be subjected to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period. Such exposures include, where applicable, but not by way of limitation the following:
 - 1) Excessive static or dynamic loading
 - 2) Excessive internal or external pressures
 - 3) Solvents
 - 4) Chemicals
 - 5) Light
 - 6) Puncture
 - 7) Abrasion
 - 8) Heavy Traffic
 - 9) Soiling
 - 10) Combustion
 - 11) High speed operation, improper lubrication, unusual wear

- 12) Improper shipping or handling
 - 13) Theft
 - 14) Vandalism
 - 15) Excessive moisture
- E. Provide protection at all openings in structures and finishes to maintain the building weather and dust tight. All protection will be of solid material and substantial so that wind and weather normal to the area and season will not disturb it, and will be tight fitting to prevent noise infiltration.
- F. Tenant and Contractor will be responsible for any damage to Authority property. Materials and equipment used in the repair or replacement of damaged property will be new and will perform at the manufacturer's published capacities and Authority approval.
- G. Overhead Protection
- 1) No cranes or other construction equipment will cross over non-construction personnel, their travel ways or ride systems.
 - 2) The Tenant and Contractor will establish a plan of operation for cranes and other hoisting equipment in writing. This plan of operation will be subject to approval by the Authority.
 - 3) Specific areas within the Terminal Complex will require protective covering. These protective coverings will be adequate to insure the protection of life and property and the continuous operation of the Airport. The layout and location of the protective systems will be subject to review and approval by the Authority. Structural integrity of protection systems will be the responsibility of the Tenant and Contractor.
 - 4) The use of helicopters to lift, place, or otherwise maneuver equipment is expressly prohibited.

18. Conservation and Salvage

All work will be carried out with the maximum possible consideration of conservation of energy, water and materials. In addition, maximum consideration will be given to salvaging materials and equipment involved in performance of the work but not incorporated therein. Contractor will provide salvageable materials and equipment to the Authority for review. The Authority will direct the Contractor to deliver it for Authority storage or direct Contractor to dispose of it by acceptable means.

19. Sustainability

TPA's SDCM communicates TPA's expectations and encourages and document green building measures incorporated into project advance planning, design, and construction. All work will be carried out with the maximum possible consideration of applicable sustainable design criteria in accordance with the SDCM. The manual can be located at: <http://www.tampaairport.com/capital-development>

20. Testing

Unless otherwise specified in writing, all testing costs will be borne by the Tenant and Contractor.

21. Final Cleaning

Tenant and Contractor will:

- A. Provide final cleaning of the work site consisting of cleaning each surface or unit of work to normal "clean" condition.
- B. Remove temporary protection devices and facilities which were installed during course of the work.
- C. Comply with safety standards and governing regulations for cleaning operations. Tenant and Contractor will not burn waste materials, bury debris, discharge volatile or other harmful or dangerous materials into drainage systems. Tenant and Contractor will remove waste materials from site and will dispose of such materials in a lawful manner

CHAPTER 6 SAFETY AND SECURITY REQUIREMENTS

1. Safety Plan

- A. The purpose of the Safety Plan is to set forth guidelines concerning construction safety while performing work on an approved tenant work permit (TWP). Described herein are methods, procedures, rules and directives to be adhered to during said construction period.
- B. Following are the Safety Plan objectives that must be achieved in order to maximize safety and to minimize time and economic loss to Airport patrons, the aviation community, construction Contractors, and others directly affected by the Project.
 - 1) Keep the airport operational for all users.
 - 2) Minimize delays to airport operations.
 - 3) Maintain safety of airport operations.
 - 4) Minimize delays to construction operations.
 - 5) Minimize airport-operation/construction-activity conflicts.

The Tenant and Contractor must keep these objectives in mind when formulating work schedules and operational activities.

2. General Safety Requirements

- A. A pre-construction coordination and safety meeting will be conducted prior to issuing an approved TWP or commencing construction. Additional meetings may be scheduled as necessary throughout the duration of the project. Representatives from the Tenant, Tenant and Contractor, architect/engineer, the Authority, and any others deemed necessary by the Authority will attend. The Tenant and Contractor will inform supervisors and workers of the airport activity and operations that are inherent to airport, the safety regulations of the airport, and the prohibition of driving or walking on any area of the (AOA) without authorization. The Tenant and Contractor will conduct construction activities to conform to both routine and emergency requirements.
- B. All Tenant and Contractor vehicles authorized to operate on the airport outside of the construction area limits as defined and cross active runways, safety areas, taxiways, aprons, instrument or approach clear zones or any area within the AOA will do so only under the direct control of a trained, qualified flagman who is in

direct (two-way) radio communication with the ground controller of the Air Traffic Control Tower (Tower). Note: All aircraft have priority over ground vehicles.

- C. The Tenant or Contractor will provide a two-way radio with the required frequency (ground: 121.7 MHz, Tower: 119.5, MHz and backup Tower: 121.35 MHz) for use in communication with the Tower. Construction on the project will not begin until a radio which meets these requirements, to the satisfaction of the Authority, is physically present on the Project. This operator must be familiar with aircraft/ground controller communications and will be on duty whenever vehicles are operating in areas referenced above. Construction may be stopped/suspended by any Authority employee anytime the Authority employed considers that the intent of this Safety Plan is being violated or that a hazardous condition has been or is about to be created. This decision to suspend the operation will be final and will be rescinded by the Authority only when satisfied that the Tenant Contractor has taken action to prevent a hazardous situation. Delays/work stoppage as a result of the suspension of construction will be considered the fault of the Tenant or Contractor.
- D. Between sunset and sunrise, all vehicles operating in the AOA (or on a runway even if closed) will be equipped with an operating yellow flashing beacon.
- E. All Tenant and Contractor vehicles that are authorized to operate on the airport outside of the designated construction area limits or defined haul routes will display 3-feet by 3-feet flags or larger, orange and white checkerboard flag, each checkerboard color being 1-foot square. Vehicles operating in the active AOA must be under the control of the tower. Approved flags can be purchased from the MacDonald Training Center, Tampa, Florida.
- F. Any construction activity within 125 feet of an active runway edge or 83.5 feet from an active taxiway edge requires the closure of the affected runway or taxiway, unless otherwise approved by the Director of Operations . No runway, taxiway or apron area will be closed without prior coordination and written approval of the Director of Operations. The Authority will be given a minimum of 72 hours advanced notice of a requested closing. The Tenant or Contractor will arrange inspection by the Authority's Airfield Operations Manager prior to opening any area to air traffic. This will include areas adjacent to AOA cross-overs or areas used as a haul road by the tenant/Contractor. Any waste material, sand or debris, must be removed from active taxiways or apron promptly to avoid possible damage to aircraft. As necessary, the Tenant or Contractor will keep a sweeper at the tenant/Contractor's entrance checkpoint whenever there is a potential of spills or other debris being dropped on the runway or taxiway.
- G. No loose material waste or FOD capable of causing damage to aircraft or capable of being ingested into jet engines may be placed next to the runways, taxiways or

apron during operational hours. Special attention is directed to the Tenant and Contractor that all pavements which is operational to aircraft during construction must be kept clean and clear of any materials or debris.

- H. If the Tenant or Contractor elects to work at night, Tenant or Contractor will provide lights at the work site and, if on the AOA, along the access route. Type, direction, number and location of lights will be subject to the prior approval of the Authority.
- I. The existing airport pavements and facilities are designed for aircraft on single and dual gear configurations. The Tenant and Contractor will preserve and/or protect existing and new pavements plus other facilities from damage due to construction operations. Existing pavements and facilities which are damaged will be replaced or reconstructed to original strength at the Tenant and Contractor's expense. The Tenant and Contractor will take immediate action to reconstruct any damaged area which is to remain in service.
- J. Construction Area Limits

FAA Advisory Circular 150/5370-2F, Operational Safety on Airports during Construction. Construction activities are prohibited in safety areas while the associated runway or taxiway is open to aircraft. The Tenant and Contractor will adhere to all of the provisions of this Advisory

Location of Stockpiled Construction Materials. Stockpiled materials and equipment storage are not permitted within the Runway Safety Area (RSA) and Obstacle Free Zone (OFZ), and if possible should not be permitted within the Object Free Area (OFA) of an operational runway. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval. The airport operator must ensure that stockpiled materials and equipment adjacent to these areas are prominently marked and lighted during hours of restricted visibility or darkness. This includes determining and verifying that materials are stabilized and stored at an approved location so as not to be a hazard to aircraft operations and to prevent attraction of wildlife and foreign object damage.

3. Special Written Safety Plans

For hazardous work such as tank or asbestos removal, pollution clean-up or the operation of open flame construction equipment near airport facilities, special written and approved safety and fire plans covering the specific work must be submitted prior to the approval of the work by the Authority.

4. Emergency Procedures

The Tenant and Contractor will have an understanding of the airport Emergency Procedures and will conduct all operations so as not to conflict with them. Clear routes for crash/fire/rescue equipment will be maintained in operable condition at all times.

- A. Emergency Procedure for Tampa International airport: In case of an emergency caused by an accident, fire, or personal injury or illness on Tampa International airport, airport Police are to be immediately notified by page phone found throughout the Terminal Buildings or by calling them at 911 (airport Police Emergency Phone Number). When calling in a report, especially on a cellular phone, the caller must accurately report the exact location and type of emergency. Airport Police will then coordinate with other Authority and/or outside emergency agencies as necessary.
- B. Emergency Procedure for General Aviation airports: In case of an emergency caused by an accident, fire, or personal injury or illness on Peter O. Knight, Tampa Executive or Plant City airports, the Tenant or Contractor will immediately call 911 to notify the appropriate emergency agency. When calling in a report, especially on a cellular phone, the caller must accurately report the exact location and type of emergency. Tenant or Contractor will then notify the Authority Operations Center.
- C. The Tenant or Contractor will submit special root cause reports directly to the Authority within one day of occurrence and will submit a copy of the report to the Tenant and other entities that are affected by the occurrence within one day of the occurrence. The report will list the chain of events, persons participating, response by the Tenant or Contractor's personnel, an evaluation of the results or effects and other pertinent information.

5. Security and Protection of Facilities

A. Securing Work Area

Any construction that will cause disruption to the public or other Tenants must be done behind closed doors of the tenant's space or protected from the public. If the work is in an open area, not confined by doors, a barrier must be erected to confine the work area. See the General Construction Standards for the specific details of the various approved barricades.

B. Staging, Stockpile, and Spoil Areas

- 1) Staging area(s), as approved by the Authority, will be used to house the Tenant or Contractor's and resident inspector's offices, and to store all idle equipment, supplies, and construction materials (other than bulk materials)

such as aggregate, sand, and soil). The Tenant or Contractor may erect and maintain throughout the life of the Permit, at Tenant or Contractor's own expense, a 6-foot high fence of chain link and tan or green fabric around the perimeter of each staging area used. Tenant or Contractor may also install vehicle and pedestrian gates, as necessary, to provide adequate ingress/egress. Additionally, the perimeter of any staging area which abuts an active operation pavement will be marked with yellow flashing barricades no more than 50 feet apart. Upon completion of all work, remove all construction fencing and barricades from the project site.

- 2) Tenant and Contractor's vehicles, equipment, and materials will be stored in the area designated by the Authority. Upon completion of the work, the storage area will be cleaned up and returned to its original condition and to the satisfaction of the Authority. Employee services will not be permitted beyond the Tenant and Contractor's parking area. Drivers of vehicles being operated beyond this area will be subject to loss of permission to enter the construction site.
- 3) Equipment not in use during construction, nights, and/or holidays will be parked in the Tenant or Contractor's staging area. Exceptions will only be allowed when approved by the Authority. Parking of construction workers' private vehicles will also be within the staging area construction fence or at other Authority designated sites.
- 4) Stockpile areas, if approved, to store bulk materials will be on the tenants lease area. All material removed by excavation, such as concrete, asphalt, or lime rock, will be transported off the airport limits when it is taken up. It will not be stockpiled on airport property.
- 5) Stockpile areas, if permitted, will be used to store all bulk materials needed for the project and may or may not be fenced at the Tenant or Contractor's option. However, yellow flashing barricades will be installed where potential conflicts with air or ground vehicular traffic might occur. Stockpiles will not penetrate the FAR Part 77 surfaces. All other waste material, including rubble and debris, will be removed from the airport at the tenant/Contractor's expense.
- 6) If additional storage area is needed, the Tenant or Contractor may request it from the Authority. The request will be reviewed on the basis of what is to be stored and the area needed. The Tenant Contractor will provide any necessary fencing and/or security.
- 7) No hazardous materials will be stored within the Terminal Complex.

C. Intermittent Construction Operations on the AOA

- 1) Some construction work may be done on an intermittent basis. The Tenant or Contractor will maintain constant communication with the Tower or designated Authority representative when working on an AOA, and immediately obey all instructions. Failure to so obey instructions or maintain constant communications will be cause to suspend the Tenant or Contractor's operations in the areas until satisfactory conditions are assured.
- 2) When directed to cease construction and move from the work area, the Tenant and Contractor will immediately respond and move all material, equipment and personnel away from the taxiways and runways as directed by the Authority. Operations will not be resumed until directed from the Authority. Every reasonable effort will be made by the Authority to cause minimum disturbance to the Tenant and Contractor's operations; however, no guarantee can be made as to the extent to which disturbance can be avoided.
- 3) No drop off or lip in excess of 3 inches will be permitted adjacent to an active taxiway or apron area. If an area is to be opened to aircraft movement, either at night or during the day, the Tenant or Contractor must decrease the drop off to 3 inches by placing compacted fill. This fill will taper away from the paved area at a 5 percent or less slope to the existing grade. The area must be maintained in compliance with FAR Part 130 at all times.

D. Limitation of Operations on the AOA

- 1) The Tenant or Contractor will be responsible for controlling all its operations and those of its subcontractor's so as to provide for the free movement of aircraft on the apron, runways, and taxiway areas of the AOA.
- 2) When the Work requires the Tenant or Contractor to operate on or adjacent to the apron or taxiways, the operation will be coordinated with the Operations Department at least seventy-two (72) hours prior to commencement of the work. Work will not commence on the AOA until closed by the Authority/FAA and until temporary marking and associated lighting is provided and in place as specified in FAA Advisory Circular 150/5340-1G, Marking of Paved Area on airports and/or the Plans and Specifications.

E. Obstructions to Navigation

- 1) The Authority and the FAA Tower Chief will not permit penetrations of the surfaces defined in FAR Part 77 without advance notification of and approval. It may be necessary to file Form 7460-1 with the FAA to obtain approval prior to operation of exceptionally tall equipment. This includes any penetrations whatsoever by the Tenant or Contractor, including but not limited to vehicles, cranes, other construction equipment, structures, stockpiled materials, excavated earth, etc. When penetrations are unavoidable they will be brought to the attention of the Authority and the FAA as far in advance as is practical to allow Notices to Airmen (NOTAMS) to be prepared and distributed to appropriate FAA divisions for publication and dissemination.
- 2) The Tenant or Contractor will prepare appropriate sketches with precise locations shown on the Airport Layout Plan along with elevations depicting the obstruction object's relationship to the imaginary surfaces.
- 3) Cranes, draglines, derricks or other unusually tall equipment operating on the airport will be in direct radio communication with the control tower. To effect this communication, the Tenant or Contractor must provide two-way very high frequency (VHF) radios capable of operating on ground control frequency. Operators of such construction equipment will be qualified and knowledgeable in the use of radio equipment and capable of following instructions in a timely fashion.
- 4) The maximum height allowed on the AOA is 10-feet above ground level (AGL) unless, in special instances, the Authority and the FAA may waive this requirement. During times when the safety of flight operations could be impaired, particularly during Information Flight Rule (IFR) weather, or when the equipment is idle, all booms, towers and other movable appendages will be lowered to the maximum extent.

F. Access to the Construction Site

- 1) The Tenant and Contractor's access to the site will be as directed by the Authority. Airport employees may also use this access route. No other access routes are authorized unless approved by the Authority.
- 2) All Tenant and Contractor traffic authorized to enter the site will be experienced in the route or guided by Tenant and Contractor personnel. The Tenant and Contractor will be responsible for traffic control to and from the various construction areas on the Site and for the operation of the access gate to the site.

- 3) The Tenant and Contractor will familiarize all its employees with the access route. An employee of the Tenant and Contractor familiar with the route will accompany material and equipment delivery trucks. The Tenant and Contractor will be responsible for access control through any designated access gate for the duration of the contract. This access control will be for all personnel using the gate for access. This gate will be manned whenever unlocked, by a bonded security agency contracted and paid for by the Tenant and Contractor, not by the Tenant or Contractors personnel.
- 4) The Tenant and Contractor will monitor and coordinate all Tenant and Contractor traffic at the access gate with Authority Security. The Tenant and Contractor will not permit any unauthorized construction personnel or traffic on the site, including food and beverage vendors or caterers.
- 5) The Tenant and Contractor are responsible for immediate cleanup of any debris deposited along the access route as a result of construction traffic. The entire access route and construction site will be kept free and clean of all debris at all times and maintained in good repair by the Tenant and Contractor or Tenant and Contractor's agents, and will be immediately repaired to the satisfaction of the Authority. Directional signing along the delivery route to the storage area, plant site or work site will be as directed by the Authority.
- 6) The following procedure will be used for access to site by AOA unauthorized persons:
 - a) Visitors will inform the gate security guard of their reason for entrance to job site and which Tenant and Contractor they intend to visit.
 - b) Guard will notify the Tenant and Contractor by telephone.
 - c) Tenant or Contractor will go to the gate and escort visitor to Tenant or Contractor facility.
 - d) The Tenant or Contractor will provide and operate an escort vehicle to lead other vehicles when operating within the AOA.

6. Tenant and Contractor's Security Requirements

- A. The Tenant and Contractor will comply with all requirements of the Airport Security Plan and with the Security Plan specified herein. The Tenant or Contractor will designate a Tenant and Contractor Security Officer. The Security Officer will be the

Tenant and Contractor's representative on the "Construction Security Committee" and will be accountable for these security requirements for the Tenant and Contractor.

- B. All work performed in the AOA or the non-public secured areas will require workers and vehicle clearance (badges and passes) obtained through Authority Operations. Tenant and Contractors and their employees requiring security badges must submit through the FBI a fingerprint based criminal history records check (CHRC) and Security Threat Assessment (STA). A fee is associated with the investigation. The Tenant requesting the TWP will comply with the airport Security Program, Title 49 CFR Part 1542.209 or Part 1544.229.

- C. Tenant and Contractor Security Personnel Orientation

The Tenant and Contractor's Security Officer will be responsible for all safety precautions. Prior to the commencement of the work, the Security Officer will provide the Authority an outline of a proposed accident and fire protection plan for all work contemplated under the Tenant Work Permit.

- D. Work Personnel Identification

The Tenant or Contractor's onsite supervisors will be badged with airport ID badges provided by the Operations Department. The Tenant or Contractor will provide all required employee history verification on all supervisors. All other non-supervisory personnel of the Tenant or Contractor and Tenant or Contractor's subcontractor's will be issued a construction worker security badge supplied by the Operations Department. The Tenant or Contractor will maintain a master list of personnel issued badges, and it will be available for the Authority's examination during construction hours. Personnel will wear the badge on outermost garment at all times while on the AOA. All employees of the Tenant, Contractor or Subcontractor requiring access to the construction site are required to be supplied with identification badges to be worn at all times while within the area. Blocks of numbers can be assigned to subcontractors. Responsibility for supply issuance and control of identification badges will be that of the Tenant and Contractor, through the Security Officer. The Tenant or Contractor will be assessed a Sixty-Five Dollars (\$300) charge for each security badge that is not returned to the Authority at the time of badge expiration or job completion. This charge will be paid promptly by the Tenant or Contractor or the amount will be billed to the requesting Tenant.

- E. Vehicle Identification

The Tenant and Contractor, through their Security Officer, will establish and maintain a list of Tenant, Contractor and Subcontractor vehicles authorized to operate on the site. Vehicle permits, issued by badging will be assigned in a

manner to assure positive identification of the vehicle at all times. The Authority requires each vehicle to display a large company sign on both sides of vehicle, and display an airport blue decal and beacon when operating on the AOA.

F. Employee Parking

An area for parking Tenant or Contractor's employee's vehicles will be designated and approved by the Authority. Parking will be accomplished in straight equally spaced rows. Tenant or Contractor will organize traffic flow and parking patterns, and supply traffic control signs and markings subject to approval by the Authority. Tenant or Contractor will maintain the parking surface and pick up trash daily. No storage will be allowed at parking site.

G. Security Breach and Fines

Up to an Eleven-Thousand Dollar (\$11,000) per occurrence charge may be assessed against the Tenant or Contractor if the Tenant or Contractor violates the requirements of the airport Security Plan or the Security requirement specified herein. Notwithstanding the foregoing, repeated and/or flagrant violations of the Security Plan will also be grounds for the suspension of the work at no cost to the Authority or cancellation of the TWP.

H. Tenant and Contractor Security

Tenant and Contractor agrees to abide by the provisions of the Transportation Safety Administration (TSA) and airport security plans. The badging process can take two weeks or more complete, and the Authority will not issue badges until an approved TWP is issued

CHAPTER 7 UTILITIES

1. General

Existing facilities, utilities and features depicted on any plan provided by the Authority are not guaranteed to be accurate with respect to location, condition, and characteristics. Also, there may be additional facilities and features existing that could affect the work which are not depicted or described in the documents. Prior to beginning construction, the Tenant and Contractor will make a thorough investigation of the project area and determine the location, condition, and characteristics of any and all facilities and features which may affect the work by contacting Sunshine State One Call of Florida at:

<http://www.sunshine811.com/>.

The Tenant and Contractor hereby agrees to make no claims against the Authority, and/or its representatives relating to the existence or lack thereof, location, condition, and/or characteristics of any existing facilities or features.

2. Protection of Existing Utilities

- A. FAA cables, electric power lines, telephone cables, computer cables, airport cables, airline communication cables, water lines, irrigation lines, sanitary force mains and fuel and gas lines may be located in the areas of construction. Disruption of these utilities could seriously disrupt the operation of the airport. The Contractor is required to verify actual locations of all cables and all utilities, including fuel and gas lines prior to beginning construction.
- B. Power and control cables leading to and from any FAA Navigational Aids (NAVAIDS) and other facilities will be marked in the field by FAA personnel for the information of Contractor before any work in their general vicinity is started. Thereafter, through the entire time of this construction, they will be protected from any possible damage, including crossing with unauthorized equipment, etc. No grading will be permitted over the FAA cables under any conditions.
- C. There is a requirement to protect FAA NAVAIDs and other facilities and cables by the Contractor at all times.
- D. If damage occurs to any utilities, the Tenant or Contractor will be assessed a fee of \$2,000 liquidated damages per cut, which liquidated damages will only represent the expense incurred by the Authority in coordinating the repair, and which will not prevent the Authority or others from recovering from the Contractor or tenant other costs, damages, or expenses of any other nature on account of damages to utilities. By obtaining a TWP the Tenant and Contractor agree the \$2,000 per cut amount is reasonable and not a penalty. The Contractor will also reimburse the

FAA for all material and labor costs to repair FAA cables. All FAA cable repairs will be accomplished by FAA personnel only.

- E. It is understood and agreed that the Authority does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities or structures that may be shown on any plans or encountered in the work. Any inaccuracy or omission in such information will not relieve Contractor of Contractor's responsibility to protect such existing features from damage or unscheduled interruption of service.
- F. It is further understood and agreed that Tenant or Contractor will, upon execution of the work, notify the owner of all utility services or other facilities of the plan of operations. Such notification will be in writing addressed to the contact person for the utility and a copy of each notification will be given to the Authority. In accordance with Chapter 556, Florida Statutes entitled "Underground Facility Damage Prevention and Safety Act," the tenant will provide notification of excavation or demolition through the "Sunshine State One-Call of Florida, Inc. at:

<http://www.sunshine811.com/>.

The Authority will not be held liable for damage to any utility whether the tenant properly complied with this condition or not.

- G. In addition to the general written notification herein before provided, it will be the responsibility of the Contractor to keep such individual owners of utilities, cables, and lines, and Sunshine advised of any changes in the Plan of Operation that would affect such owners.
- H. Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor will again notify each such utility owner and Sunshine in writing of the plan of operations. If, in the Contractor's opinion, the utility owner's assistance is needed to locate the utility service or facility or the presence of a representative of the utility owner is desirable to observe the work, such advice should be included in the written notification. Such notification will be given through the Authority representative by the most expeditious means to reach the utility owner's contact person no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity.
- I. The Contractor's failure to give the two (2) days notice herein above provided will be cause for the Authority to suspend the Contractor's operations in the general vicinity of a utility service or facility.
- J. Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor will be required to use excavation methods

acceptable to the Authority within 3-feet of such outside limits at such points as may be required to insure protection from damage due to the Contractor's operations.

- K. Should the Tenant or Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, Contractor will immediately notify the proper utility and the Authority and will take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, will cooperate with the utility service or facility owner and the Authority continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.
- L. The Tenant and Contractor will bear all costs of damage and restoration of service to any utility service or facility resulting from Tenant or Contractor's operations, whether or not due to negligence or accident. The Authority reserves the right to collect such costs from the Contractor, tenant or the surety.
- M. Airport owned facilities and properties and privately owned facilities located on airport property, including underground cables, pavements, piping, buildings, turfed areas, vehicles and other facilities/improvements that are damaged by the Tenant or Contractor will, at the election of the Authority, (1) be replaced/repaired by the Tenant or Contractor to the satisfaction of the Authority, or (2) be replaced/repaired by the Authority at the Contractor's and/or the Tenant's expense.
- N. In the event that the Contractor encounters soils exhibiting a petroleum or chemical odor, the Contractor will immediately cease work and notify the TWP coordinator for the project.

3. Construction In the Vicinity Tampa Airport Pipeline

All construction activities that take place in or around the Tampa Airport Pipeline that feeds the Airports Fueling system, located at the Airport must meet the guidelines outlined in the Tampa Airport Pipeline Corporation notice; **GENERAL REQUIREMENTS FOR CROSSING AND WORKING NEAR OUR PIPELINES.** Contact the Tampa Pipeline Corporation at 7403 Hoadley Street, Tampa Fl. 33616. Telephone (813) 839-0426

CHAPTER 8 HEIGHT-ZONING PERMITS

1. Submission of Height Zoning Permits for Construction Activity Located on Aviation Authority Property

A proponent must submit an application to the Aviation Authority to initiate the review process for proposed development or use of construction equipment on airport property. The information obtained from this form allows the Airport to determine height violations or Airport Layout Plan modifications. Height Zoning Instructions, Forms and Applications can be found at:

<http://www.tampaairport.com/airport-height-zoning>

Prior to the submittal of any application for an airport height zoning permit, a prospective applicant should request a pre-application conference with the Airport Zoning Director. The pre-application conference is to advise the applicant of the information needed for submittal and the standards and other requirements so that issues can be identified and costly modifications avoided.

2. Application Requirements

- A. An application for an airport height zoning permit must contain a completed Aviation Authority Permit Application including the supplemental FAA Form 7460-1; a site survey, with an FAA accuracy code of 1A, which certifies the site coordinates and elevations with an accuracy of +/- 20-foot horizontal and +/- 3-foot vertical (all site coordinates must be based on North American Datum of 1983 and National Geodetic Vertical Datum of 1988); FDOT comments and a Variance application if applicable; site plans; drawings and other data as may be necessary to enable the Airport Zoning Director to determine whether or not the proposal will comply with these regulations.
- B. For Projects with multiple points the applicant must use the Multiple Point Template which is available on the Height Zoning Web Page.
- C. The Aviation Authority's Permit Application and the FAA Form 7460-1 should be sent to the attention of Development Program Services, Aviation Authority. Based on information obtained, the Airport will initiate a review process with the FAA.
- D. The Aviation Authority requires the elevation of each corner of the building and its highest point. It is also requested that submission of an AutoCAD drawing file of the proposed site plan in a State Plane Coordinate System.
- E. Each airport height zoning permit will specify an expiration date as a condition.

Development authorized by the permit must commence prior to the permit's expiration date and must continue without interruption in good faith until development is complete; otherwise it shall lapse. The Zoning Director may grant one extension concurrent with an FAA approval up to 180 days. The extension must be requested in writing and justifiable cause demonstrated.

- F. Temporary Permits may be issued in an emergency situation for construction equipment that will not exceed 48 hours and will not create an airspace hazard.