



HILLSBOROUGH COUNTY AVIATION AUTHORITY

MAINTENANCE CONTRACT

FOR

ELEVATORS, ESCALATORS AND MOVING WALKS

AT

TAMPA INTERNATIONAL AIRPORT

Contract Start Date: March 1, 2018

Contract End Date: February 28, 2023

Schindler Elevator Corporation

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1.0 CONTRACT PROVISIONS

1.1 Purpose

THIS CONTRACT (the "Contract") is made and entered into this 1st day of March, 2018, between Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida (hereinafter referred to as the "Owner"), and Schindler Elevator Corporation, a New Jersey corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor").

WITNESS:

That the parties to these presents, the Owner for itself, its successors, and assigns, and the Contractor for itself, its heirs, executors, administrators and successors, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed, and do hereby undertake, promise, and agree, as follows:

The purpose of this Contract is to provide first class maintenance and to ensure safe, consistent, and high-reliable operations of the elevators, escalators, dumbwaiters and moving walks, referred to in Attachment A "Equipment List". Contractor will furnish qualified and competent personnel and first quality materials and supplies to provide the maintenance program and training requirements hereinafter described. The Contractor, in consideration of the sums of money herein specified to be paid by the Owner to said Contractor, will at Contractor's own cost and expense provide the Owner with all labor, materials and equipment performance of full-service and first class maintenance of the elevators, escalators and moving walks installed at Tampa International Airport.

The Contract Documents which are attached hereto, incorporated by reference herein and made a part of this Contract, which Contract Documents will include the Contract Provisions, Standard Provisions, Contract Forms, Indemnification and Hold Harmless, Insurance Provisions, Insurance Certificate, Contract Addenda, and other Contract Documents attached hereto and made a part of the Contract. All work is to be fully completed to the satisfaction of and acceptance by the Owner.

That the parties acknowledge and agree that the Maintenance Contract for Elevators and Escalators at Tampa International Airport between them that has a Contract End Date of March 31, 2018 will terminate upon commencement of this Contract Term.

1.2 Term of Contract

The term of this Contract will commence on March 1, 2018 and terminate five (5) years later on February 28, 2023 unless terminated sooner in accordance with the terms and conditions herein. The Owner reserves the right, at the option of the Chief Executive Officer, to exercise a 5 year extension at the end of the first 5 years, resulting in a completion date of February 29, 2028.

1.3 Scope of Work

The Contractor will furnish all labor, materials and equipment for the performance of full-service maintenance of the elevators, escalators, dumbwaiters, and moving walks at the Airport. All work is to be fully completed to the satisfaction of and acceptance by the Owner.

- A. The Total Monthly Price for Maintenance includes complete, full service maintenance as set forth in this Contract.
- B. The Contractor will maintain the elevator, escalator, dumbwaiter, and moving walk equipment in its entirety, including all elevator lobby position indicators and all Lift-Net monitoring systems in accordance with Attachment A "Equipment List" and perform all preventive maintenance recommended by the Original Equipment Manufacturer (OEM). Maintenance will be performed by trained mechanics, competently supervised, who will be qualified to keep the elevator and escalator equipment adjusted and repaired in proper and safe operating condition. Unless approved in advance by the Authority, the Contractor's employees assigned to the Airport will be used exclusively for services for services provided to the Owner during Contract Hours to meet a FTE of 7 Contractor employees assigned to the Airport.
- C. The Contractor will furnish all labor, materials, supplies, parts, equipment, temporary barricades, warning signs, and take such other safety precautions as may be required to adequately protect the general public and all those working under this Contract and do all things necessary or proper for or incidental to such maintenance. Maintenance will be deemed to include such removal and replacement of equipment and materials as may be necessary or desirable to afford access to the equipment for maintenance by the Contractor or the Owner.
- D. In performing maintenance, the Contractor will use all reasonable care to keep the elevators and escalators in proper, safe, and efficient operating condition, twenty-four (24) hours a day, seven days a week. Maintenance will be at least in accordance with the provisions of law, as well as with all governmental rules, regulations, and orders which would be applicable if the Owner were a private corporation.
- E. The Contractor will provide and maintain an on-site inventory of all typical spare parts as recommended by the OEM to ensure equipment can be quickly and efficiently serviced. The cost of these spare parts will be borne solely by the Contractor and will be available onsite within sixty days from the Contract commencement date. These parts are required to be stored onsite or be otherwise available on site within 24 hours. Parts remain the property of the Contractor until installed on the equipment.
- F. Reserved.

G. Maintenance of Elevators and Dumbwaiters

1. The Contractor will be responsible for performing all safety tests, procedures, surveys, etc., required at all jurisdictional levels, including the State of Florida Five-Year Safety Test and all other legal requirements as the same may change from time to time. This does not include the addition or modernization of any installed equipment in order to comply with changes in applicable codes.
2. The elevators and dumbwaiters will be maintained in a condition which meets all applicable code requirements in effect or known to be pending as of the start date of this Contract. Maintenance of all equipment required to meet such codes is included in this Contract. Also, specifically included is all emergency communications equipment located within the elevator cab, hoistway or machine room.
3. All indicator lamps designating car position, hall calls and car calls will be checked regularly and immediately replaced as necessary and for all events within 24 hours of a noted outage. Similarly, hall lanterns and arrival chimes will be routinely inspected. Any needed repairs will be effected as soon as possible, but in no case later than 24 hours after an outage is noted.
4. The Contractor will systematically lubricate and, where necessary, adjust, repair or replace all parts of the elevators and dumbwaiters including, but not limited to, the power unit, motor and controller; parts of all the foregoing, V-belts, springs, and gaskets, controller relays, contacts, coils, timers, magnet frames and controller wiring, traveling cable, compensating cable and components for operating circuit; guide bearings, guide rails and guide shoes. Approved lubricants will be furnished and applied by the Contractor.
5. The elevators and dumbwaiters will be maintained in proper adjustment for safe, smooth, efficient, quiet operation within the applicable design performance specification tolerances. The Contractor will provide inspection and preventive maintenance on the Owner's equipment Listed in Attachment A "Equipment List."
6. The following are not requirements of this Contract: replacement of floor covering; repair of main line power switches, breakers, and feeders to the controller.
7. Pits at the bottom of the elevators will be cleaned by the Contractor as necessary. Safe access to the pits for the recovery of dropped items will be provided by the Contractor to the Owner's employees as mutually agreed during normal shift hours.
8. Any part or parts of the elevator, which for any reason become unsuitable

for operation, due to wear and tear through normal usage by airport patrons and employees, will be repaired or replaced as necessary. It is mutually agreed that the Contractor will not be under any obligation hereunder to make any renewals or repairs except those incidental to the operation of the machinery, and that the Contractor is not required under this Contract to make renewals or repairs necessitated by reason of vandalism, negligence, accident, or misuse of machinery, apparatus or car, or due to any other similar or dissimilar causes beyond its control. Repairs of this nature may be addressed under the Extra Work provisions of this Contract with Owner approval.

9. It is understood that airport patrons with a variety of baggage equipment routinely utilize the elevators and this activity will not be deemed a misuse of the elevator equipment for normal service calls or minor repairs.
10. It is understood that, due to the type and vintage of some of the elevators that are over forty years old, components and parts are in short supply. The Contractor will use all means available to secure replacement components as required. However, delay in securing appropriate and serviceable components may exist and some replacement components may be refurbished components removed from other elevator machines not located at the airport.

H. Maintenance of Escalators and Moving Walks

1. The Contractor will inspect, lubricate and adjust each escalator and moving walk as necessary to maintain safe, smooth, quiet operation.
2. Pits at the top and bottom of each escalator and each end of the moving walks will be swept or vacuumed clean of loose debris by the Contractor as needed.
3. Drip pans below the moving treads will be cleaned by the Contractor annually, or more frequently, as needed. At times when major repairs requiring dismantling of stair treads is required, all grease and grime will be removed from the pans by wiping with suitable solvents.
4. Escalator steps, including risers, treads and demarcation strips are to be cleaned regularly, but not less than annually, in an effort to maintain, as nearly as practicable, the appearance levels of new equipment.
5. Any part or parts of the escalators and moving walks, which for any reason become unsuitable for operation, due to wear and tear through normal usage by airport patrons and employees, will be repaired or replaced as necessary. It is mutually agreed that the Contractor will not be under any obligation hereunder to make any renewals or repairs except those incidental to the operation of the machinery, and that the Contractor is not required under this Contract to make renewals or repairs necessitated

by reason of vandalism, negligence, accident, or misuse of machinery, apparatus, or due to any other similar or dissimilar causes beyond its control. Repairs of this nature may be addressed under the Extra Work provisions of this Contract with Owner approval.

6. It is understood that airport patrons with a variety of baggage equipment routinely utilize the escalators and this activity will not be deemed a misuse of the escalator and moving walk equipment for normal service calls or minor repairs.

1.4 Code Inspections and Tests

- A. The Contractor will make periodic, routine inspections and tests of the elevators and escalators to insure that the elevators, escalators and moving walks are operating in accordance with the requirements of the "American Standard Code for Elevators, Dumbwaiters and Escalators", the "American Standard Practice for the Inspection of Elevators - Inspector's Manual", ASME A17.1, and all applicable provisions of the laws of the State of Florida, Hillsborough County and the City of Tampa, Florida. Other inspections and tests may be requested by the Owner, which are not required under the terms of this Contract, but the Contractor will be compensated therefore under the terms of the Extra Work provisions contained herein.
- B. In the event the Owner conducts any inspections or tests utilizing a third party, the Contractor will provide an authorized person to accompany the Qualified Elevator Inspector (QEI) to facilitate access to the equipment. If any inspections or tests are undertaken at times outside the non-scheduled contract hours in accordance with Section 1.6 or when additional personnel are required to accompany the Inspector(s), the emergency work provisions contained herein will apply.
- C. The Contractor will contract directly with an independent QEI with no additional compensation by the Owner, to witness all elevator and escalator tests required by the ASME A17.1 Elevator Safety Code, "American Standard Code for Elevators, and Escalators", the "American Standard Practice for the Inspection of Elevators - Inspector's Manual" as required by the State of Florida, Bureau of Elevator Safety.
- D. In the event a QEI, performing inspections in accordance with the requirements of the State of Florida, Bureau of Elevator Safety, determines during his inspection of equipment maintained under this maintenance Contract, that one or more Safety Code violations exist, then at the Owner's option, for each Major violation due solely to the actions or negligence of the Contractor, liquidated damages of One Hundred Dollars (\$100) may be deducted from the Contract amount for each violation noted and verified by the Contractor. For each day, or portion thereof, beyond the fifth calendar day that each Major Violation, as defined on the Elevator Inspection Report, continues to exist, additional liquidated damages of \$100 may be deducted from the Contract amount. For each day, or portion thereof, beyond the tenth calendar day that each Minor Violation, as defined on the Elevator Inspection Report, continues to exist, additional liquidated damages

of \$100 may be deducted from the Contract amount. The parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses the Owner could anticipate for such violations, an exact determination of which not being otherwise ascertainable.

1.5 Contract Service Availability

The Contractor will ensure that the equipment remains in excellent condition, (i.e., deferred maintenance will not impact reliability), and available for service throughout the life of the contract. **Unscheduled Downtime*** will be held to an absolute minimum. Consequently, the Contractor agrees to correct any malfunctions, which take any unit out of service, by the end of the third workday** after the day on which the problem is noted. At the Owner's option, liquidated damages of Five Hundred Dollars (\$500) may be deducted from the contract amount for each day, or portion thereof, beyond the third workday that the unit is out of service. The parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that may be anticipated from such outages, an exact determination of which not being otherwise ascertainable.

* For purposes of this contract, "UNSCHEDULED DOWNTIME" will not include:

- A. The time necessary to perform scheduled corrective maintenance.
- B. For an outage occurring during non-scheduled Contractor Hours, in accordance with **Section 1.6**, the time between the start of such outage and the beginning of the next scheduled contract hours.
- C. Outages requested by the Owner or not caused by equipment malfunctions.

** For purposes of this paragraph, "workday" will be any day, Sunday through Saturday, excluding holidays, defined as any of the eight annual holidays specified in the agreement between the National Elevator Bargaining Association (NEBA) and the IUEC, Local No. 74 (Tampa) listed below:

1. New Year's Day
2. Memorial Day, last Monday in May
3. Independence Day, July 4th
4. Labor Day, 1st Monday in September
5. Veterans Day, November 11
6. Thanksgiving, 4th Thursday of November
7. Day after Thanksgiving
8. Christmas, December 25th

If, during the time a unit is out of service because of a malfunction, one or more additional units in the group experience(s) a malfunction resulting in **Unscheduled Downtime** in excess of two (2) hours for the unit(s), then, at the Owner's option, liquidated damages of Five Hundred Dollars (\$500) may be deducted from the contract amount for each day, or portion thereof, that each additional unit in a group is out of

service. The parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that may be anticipated from such outages, an exact determination of which not being otherwise ascertainable. For purposes of this requirement, the elevator/escalator groups are defined as follows:

ELEVATORS:

| | |
|-------------|---|
| Group I | APM Station 1 red side (3 machines) |
| Group II | APM Station 1 blue side (3 machines) |
| Group III | APM Station 2 north side (2 machines) |
| Group IV | APM station 2 south side (2 machines) |
| Group V | ConRAC Customer Service Bldg. - North side (3 machines) |
| Group VI | ConRAC Customer Service Bldg. - South side (3 machines) |
| Group VII | APM Station 3 (3 machines) |
| Group VIII | Igor Sikorsky Core (6 machines) |
| Group IX | Amelia Earhart Core (6 machines) |
| Group X | Chuck Yeager Core (6 machines) |
| Group XI | Neil Armstrong (6 machines) |
| Group XII | Airside A (7 machines) |
| Group XIII | Airside C (5 machines) |
| Group XIV | Airside E (6 machines) |
| Group XV | Airside F (8 machines) |
| Group XVI | Wright Brothers Core (4 machines) |
| Group XVII | Charles Lindbergh Core (4 machines) |
| Group XVIII | Tony Jannus Core (4 machines) |
| Group XIX | Robert Goddard (4 machines) |
| Group XX | Service Building (1 machine) |
| Group XXI | Economy Garage Phase I core (3 machines) |
| Group XXII | Economy Garage Phase II core (3 machines) |
| Group XXIII | Economy Garage Phase III core (3 machines) |
| Group XXIV | Economy Garage Phase IV core (3 machines) |
| Group XXV | RAC Garage (3 machines) |

ESCALATORS:

| | |
|------------|---|
| Group I | Baggage claim to APM station 1 red side (2 machines) |
| Group II | Baggage claim to APM station 1 blue side (2 machines) |
| Group III | APM station 1, Transfer level to platform (2 machines) |
| Group IV | APM station 1, platform to Transfer level (2 machines) |
| Group V | ConRAC customer service building north side (6 machines) |
| Group VI | ConRAC customer service building south side (6 machines) |
| Group VII | Escalator 3, 5, 7, 9 up- baggage claim to ticketing |
| Group VIII | Escalator 21, 23, 25, 27, 221, 223, 225, 227, up- ticketing to transfer |
| Group IX | Escalator 30, 32, down -transfer to ticketing |
| Group X | Escalator A2, A4, C2, C4, down-transfer to baggage claim |
| Group XI | Escalator B2, B4, D2, D4, down- transfer to baggage claim |
| Group XII | Airside A (2 machines) escalator 1A and 1B |

| | |
|------------|--|
| Group XIII | Airside E (2 machines) escalator 70A and 70B |
| Group XIV | Airside F (2 machines) F1 and F2 |

Liquidated damages and penalties are in lieu of all other damages for default or delay, including but not limited to consequential damages, and shall in no event be assessed against Schindler Elevator Corporation in excess of 2% of the monthly contract price in any one month period.

1.6 Contractor Hours

The Contract hours of coverage will be Monday through Friday from 7:30 a.m. through 12:00 a.m. ET (07:00-24:00 hours) and Saturday, Sunday and Holidays, #1 mechanic is from 7:00 a.m. through 5:30p.m. ET (07:00 -17:30 hours). The #2 mechanic is from 12 noon through 10:30p.m. Any change in scheduled coverage will be by written notice delivered from the Authority to the Contractor a minimum of 30 days prior to the start of the change in selected coverage. (*See Exhibit 3, Sample Shift Schedule for Normal Work Week.)

1.7 Contractor's Personnel

The Contractor's service personnel will report to the Owner's Contract Manager at the start and completion of each maintenance visit, and said service personnel will keep the Owner informed of the work performed. All Extra Work and Emergency Call Back Service will be documented by furnishing a completed Company Service Maintenance form, Exhibit 2, which will include: times of arrival and departure, materials replaced, the hours any equipment was out of service, the specific components which were inspected and/or adjusted, and worker's names. Contractor personnel missing due to sickness, vacation or related Airport training will not be required to be backfilled, provided Contractor has 1 mechanic onsite during that given shift. On Holidays listed in Section C, the Contractor will have a required 2 mechanics for a 10 hour shift (#1 mechanic is from 7:00AM through 5:00PM EST)(mechanic #2 is from 12 noon through 10:30PM)

The Contractor will designate a supervisor to oversee all work under this contract, including but not limited to all maintenance, repairs and Extra Work projects. The Supervisor and all Elevator Mechanics assigned to perform work under this contract will possess a current Certification of Competency (CC card) for elevator constructors issued by the State of Florida.

Contractor must maintain minimum staffing, but is not required to backfill staff due to sickness or vacation.

For the purposes of this section, the on-site supervisor may be considered an on-site foreman or mechanic-in-charge and is part of the assigned staff.

In the event a Contractor's designated supervisor position becomes vacant, Contractor has 30 days to designate a new supervisor. The Owner has the right to review the qualifications of, and reject, any replacement supervisor. In the event the Owner rejects any replacement supervisor, the Contractor has 15 days from the date of rejection to designate a replacement supervisor.

1.8 Exclusive Services

All Supervisors and Mechanics assigned to the Airport will provide exclusive services to the Owner for maintenance and repair duties as described in the Contract documents during their scheduled shifts.

1.9 Records

The Contractor will keep detailed records and inventory data of all onsite maintenance operations. The Owner may inspect the maintenance records and inventory data on the subject equipment to ascertain the Contractor's compliance with the Contract and will be furnished copies of records and data. All records and data will remain the property of the Contractor until the end of this Contract or until otherwise agreed upon by both parties.

1.10 Reports

The Contractor will prepare a monthly report of operations and maintenance activities and submit it for Owner review within the first ten (10) days of the month. The report will include a computation of Contract Service Availability for the previous month, a summary of significant maintenance activities a summary of any Extra Work invoiced to the Owner, a summary of planned/scheduled maintenance activities for the coming month, a list of outages that may be back chargeable to the monthly invoiced amount, and a summary of any problems that can be foreseen which should be of concern to the Owner and/or any anticipated activity which will require Owner approval and/ or coordination.

1.11 Obsolescence

If any component, spare part, or subsystem of the elevators or escalators has been confirmed to be obsolete or cannot be acquired or manufactured, the Contractor will advise and provide such documented evidence to the Owner in a timely fashion of such obsolete component, spare part or subsystem. Contractor will work with the Owner and recommend, if possible, such parts that are equal or better in quality and operation, than original parts.

1.12 Prohibited Interest

No member, officer or employee of either party to this Contract during its duration or for one year thereafter will have any interest, direct or indirect, in this Contract or the proceeds thereof.

1.13 Tools and Equipment

A. The Contractor will furnish, at no additional cost to the Owner, all tools and equipment necessary to perform the Work required under the Contract. The Owner will have the right at all times, but not the obligation, to examine all equipment, tools, materials and supplies used by the Contractor in the performance of this Contract. If any of the above is found to be unsafe or not in

good working condition, the Owner has the right to direct the Contractor to remove it from service and to repair or replace it promptly.

- B. The Contractor's work vehicles will have the Contractor's business name and/or logo prominently displayed on both front doors. This vehicle will be allowed to park in the assigned service vehicle parking area(s) on the Airport.
- C. All necessary signage and barricades will be furnished by the Contractor at its sole cost. Sufficient quantities will be stored onsite to safely and completely block off and/or redirect passengers in case of multiple equipment failures. The use of warning tape or safety cones is prohibited.
- D. The Contractor will be responsible for pumping out or draining all equipment pits and properly disposing of any water/oil that be the result of, but not limited to, flooding from storms, backing up of drains, broken pipes and/or ground water intrusion in accordance with applicable laws, regulations, and Owner's requirements. A portable fluid transfer pump capable of transferring a minimum of 40 gpm at a lift of 8 feet, a minimum of eight feet of intake hose and twenty-five feet of discharge hose, will be stored and available onsite. No additional compensation will be paid for pumping the equipment pits. The Contractor is not responsible for damages to the equipment caused by water exposure unless the Contractor is responsible to protect the equipment against such damage or if the equipment damage is due to prolonged exposure to water which was preventable by the Contractor.

1.14 Elevator Entrapments

Each incident involving a passenger entrapment in an elevator will be documented by the Contractor and a report detailing the cause of the entrapment and the corrective action taken will be submitted by the Contractor to the Owner within two (2) calendar days of the occurrence. For purposes of this Section, "Passenger Entrapment" is defined as a reported stoppage of an elevator, due to a malfunction of the elevator equipment, with passenger(s) on-board who remain on-board until released by authorized personnel.

The contractor will provide training to designated on-site personnel for the safe removal of passengers trapped in elevators. The training will be provided at the beginning of the Contract and at least annually thereafter and will include mutually agreed parameters in which this activity may take place.

If, during any consecutive 180 day period, the number of passenger entrapments for any elevator exceeds five (5) during that 180 day period, then liquidated damages in an amount equal to One Hundred Dollars (\$100.00) for each entrapment in excess of five (5) for each such elevator may, at the Owner's option, be deducted from the Monthly Price for Maintenance for each month that said excess number of entrapments exists for the immediately preceding 180 day period. The parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that may be anticipated from such entrapments.

1.15 Compensation

The Owner agrees to pay the Contractor for the maintenance services described herein in equal monthly payments according to the following schedule:

Additionally, the Extra Work and Emergency Callback labor rates will be paid according to the following schedule:

The costs reflected in the Schedule of the Airport for elevator, escalator, moving walks, and dumbwaiters equipment will be adjusted by 3.5% price increase per year. The Owner agrees to pay the Contractor for the maintenance services described herein in equal monthly payments according to the following schedule:

| Year | Contract Cost for Elevators, Escalators, moving walks, and dumbwaiters | |
|------|--|-------------|
| | Monthly | Annually |
| 1 | \$178,095 | \$2,137,140 |
| 2 | \$184,328 plus material increase \$4,677 total \$189,005 | \$2,268,060 |
| 3 | \$195,620 | \$2,347,440 |
| 4 | \$202,467 | \$2,429,604 |
| 5 | \$209,553 | \$2,514,636 |

Additionally, the Extra Work and Emergency Callback labor rates will be paid according to the following schedule:

| Mechanic Rate During Contract Hours | Mechanic Rate After Contract Hours |
|-------------------------------------|------------------------------------|
| \$228 | \$305 |

1.16 Emergency and Unscheduled Service

- A. In addition to the maintenance required herein, the Contractor will supply "Emergency Service", which will be available within one (1) hour under request therefore by the Authority, and will include: (1) any maintenance of the type described herein which, in the sole opinion of the Authority, is necessary or desirable to be performed outside of scheduled working hours referenced in Section 1.6 and (2) investigation and repair or adjustment of any elevator or escalator stoppage or other operational problem which, in the sole opinion of the Authority, cannot be routinely handled by Authority personnel.
- B. If emergency or call back service is requested by the Authority, the Authority will pay the Contractor per the extra work rates listed above. Minimum billing time will be for on job-site only and will be one hour for the first hour or any part thereof and in half hour increments thereafter. Travel expense (mileage) will not be billed.
- C. Emergency escalator repairs performed during non-scheduled coverage hours and

requiring more than one hour onsite to complete or that impact a factor of safety will be accomplished by a two-man team.

- D. Failure to meet any of the response requirements listed in this section will result in liquidated damages in the amount of One Hundred Twenty Five Dollars (\$125) per quarter hour beyond the required response time. The parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that may be anticipated from such failure to meet response requirements.

1.17 Extra Work and Changes in the Work

Without invalidating this Contract, the Owner may, at any time, order additions, deletions or revisions in the work by written Work Order signed by the Director of Maintenance. In the event the Work Order will result in any extra charges to the Owner, Contractor will immediately so advise the Owner in writing of the amount of the extra charges and Owner will specifically authorize the charges before the work proceeds utilizing Exhibit 1, "Extra Work Form". Upon receipt of the approved written Work Order, the Contractor will proceed with the work involved. All such Work will be executed under the applicable conditions of the Contract. The Owner will have the right to make changes to the scope, the character, or the quantity of the Work as may be considered necessary or desirable to complete the proposed service in an acceptable and satisfactory manner.

- A. If Extra Work not included in this Contract is requested by the Owner, the Contractor's rate will be the labor rate shown in the Extra Work Compensation Table. Minimum billing time for onsite time will be one hour for the first hour or any part thereof and in half-hour increments thereafter.
- B. In case a satisfactory adjustment in price or time cannot be reached for any item requiring a request for Extra Work, the Owner reserves the right to make such arrangements as may be deemed necessary to complete that Extra Work.
- C. The Owner may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents.
- D. All additional work will be reviewed and approved in writing by the Owner on a case-by-case basis.
- E. Normal wear and tear and occasional acts of vandalism can result in unsightly marks on the stainless steel features of the elevators, escalators and dumbwaiters. The stainless steel refinishing of the interior doors, control panels, hoistway doors, door jambs, balustrades, decks, and skirts, as applicable, for the equipment will be accomplished by the Contractor upon receipt of a written request by the Owner. The Contractor will be compensated therefore in accordance with the Extra Work provision. There will be no change in the monthly cost of maintenance as a result of this work.
- F. All spare parts, per Attachment B, Spare Parts List and tools required to effect

repairs will be either kept on site at the Airport or available on site at the Airport within twenty-four hours of an equipment outage. For purposes of this paragraph, the following spare parts will be excluded from the twenty-four hour availability requirement:

1. escalator handrails;
 2. escalator bull gears and drive machines;
 3. escalator rack chains;
 4. elevator hoist machines and motors; and
 5. hydraulic jack assemblies.
- G. The Contractor will use all reasonable care consistent with its rights to manage and control its operation not to employ any persons, use any labor, use or have any equipment, or permit any condition to exist which will or may cause, or be conducive to, any complaints, troubles, disputes or controversies which interfere or are likely to interfere with other Airport employees or the operation of the Airport. Without invalidating or suspending any portion of this Contract, the Director of Maintenance may reject any employee of the Contractor if the employee is deemed, in the discretion of said Director, to be unsuitable to work at the Airport. Such notification of rejection will be made in writing to the Contractor.
- H. Neither party will be liable for loss, damage, detention, or delay resulting from causes beyond contractors reasonable control, including, but not limited to, labor disputes, strikes, fire, flood, theft, acts of God, acts or omissions of any governmental authority, war, insurrection, or riot, embargo, wreck or delay in transportation, or inability to obtain from usual sources necessary labor, materials, or manufacturing facilities. In the event of delay due to any such cause the performance of Contractor's services under this contract will be postponed without liability to Contractor by such length of time as may be reasonably necessary to compensate for the delay. If any type strike, boycott, picketing, or work stoppage is directed against the Contractor at the Airport, which results in the discontinuance of services performed hereunder, the Owner will have the right during said period to by itself or by any third person or persons perform said services and invoice the Contractor for any costs in excess of the prices of the Contract. Lightning storms are prevalent in the Tampa area and lightning claims for downtime exclusion are limited to interruptions caused by total commercial power failure to the elevators and escalators power supply - not blips, spikes, etc., or any other variation in the power supply quality. Similarly, repair claims for lightning damage are limited to direct hits, which have negated surge protection.
- I. Neither party will be responsible to the other for special, indirect, incidental or consequential damages except as provided for elsewhere within.
- J. The Contractor will not be required to install additional attachments, equipment, or appurtenances to the equipment beyond what is required in the Contract without compensation. If directed by Owner to install any such additional attachments, equipment or appurtenances, compensation will be made to the

Contractor pursuant to the Extra Work provision.

- K. During the contract term any work involving elevators, escalators, moving walks, and dumbwaiters included in this Contract will be accomplished by Schindler Elevator Corporation. Any equipment installed by Extra Work will be maintained at no extra cost.

1.18 Owner's Responsibilities

The Owner will provide the following facilities and services to the Contractor free of charge:

- A. A maintenance shop and parts storage room will be provided for Contractor's use as determined by the Owner, which accommodates storage of spare parts, renewal parts, accessories, wheels, motors, test equipment, tools, and work areas as required for maintenance to be provided hereunder. In the event it becomes necessary to relocate any of the existing maintenance shops, the Owner will review with and solicit comments from the Contractor on the proposed new location, layout, and accommodations.
- B. The Contractor will be responsible for general housekeeping of these areas in accordance with Owner requirements, but in no event will the Contractor violate Occupational Safety and Health Administration (OSHA) requirements.
- C. Lighting, electric power, air conditioning and heat for the maintenance shop area.
- D. Parking for all Contractor's maintenance personnel while they are actively engaged in the work covered under this contract and one (1) service vehicle.
- E. Roadway access and employee vehicle permits for onsite transportation via approved thoroughfares.
- F. Adequate time to perform scheduled inspections, as well as routine and preventive maintenance services as specified herein. All inspections and maintenance services will be performed on a schedule, which is mutually acceptable and will cause a minimum disruption to the operation of the Airport.
- G. Provide the Contractor's employees with all identification material, such as badges and passes, required for said employees to perform the Work required hereunder in compliance with the Owner's security regulations. The cost of the badge background check will be borne by the Contractor.
- H. For purposes of communicating with the Contractor's maintenance representative, the Authority will issue the Contractor four (4) handheld radios to operate on the Authority's FCC license. The Contractor will be responsible for costs associated with repairing or replacing radios damaged by abuse.

- I. The Owner will provide for pick-up of hazardous waste generated in the maintenance and repair of the equipment covered under this Contract and will coordinate notification of when the Contractor should deliver such waste to a central pick-up location. Non-hazardous waste will be removed by the Contractor and placed in designated dumpsters or other common trash pickup points as approved by the Owner.
- J. The Owner shall, at all times, have access to the Work. The Contractor shall provide proper facilities for such access.
- K. The Contractor shall abide by the following:
 - 1. The Contractor will use all reasonable care consistent with its rights to manage and control its Work, not to employ any persons, use any labor, use or have any equipment, or permit any condition to exist which may cause, or be conducive to, any complaint, trouble, dispute or controversy which interferes or is likely to interfere with the operation of the Airport or with other Airport employees, tenants, passengers or general public. The Owner may reject any Contractor employee if the employee is deemed to be unsuitable to work at the Airport and the Contractor will immediately replace said employee with an employee acceptable to the Owner.
 - 2. The Contractor will observe and obey (and compel its officers, employees, guests, subcontractors, and those doing business with it to observe and obey) the Rules and Regulations of the Owner and such further Rules and Regulations which may be promulgated by the Owner during the effective period of this Contract.
 - 3. The Contractor, at all times, will maintain a written list of the names and addresses of all employees and the positions of said employees who are to perform the duties outlined in this Contract. Such list shall be maintained current, updated within 7 calendar days of a change and will be provided to the Owner.
 - 4. The Contractor will comply with all Federal, State and local laws, executive orders, and Rules and Regulations applicable to this type of service, including Owner Rules and Regulations, and also comply with all pertinent regulations contained in the published security plan for the Airport.
 - 5. Contractor's personnel will immediately report all accidents or unusual incidents occurring on the System and on Airport premises to the Owner's Airport Operations Center and Maintenance Department.
 - 6. Any Contractor employee, or any employee of its subcontractors or agents, that require unescorted access to the Security Identification Display Area (SIDA) to perform work under this Contract will be badged with an Airport identification badge (hereinafter referred to as "Badge") provided by the Owner's ID Badging Department and will be subject to an FBI fingerprint-

based criminal history records check (CHRC) and an annual Security Threat Assessment (STA). A Badge will not be issued to an individual until the results of the CHRC and the STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's badge application will be rejected. The costs of the CHRC and the annual STA will be paid by Contractor. These costs are subject to change without notice, and Contractor will be responsible for paying any increase in the costs. All badged employees of Contractor and its subcontractors or agents will comply with Owner's regulations regarding the use and display of Badges. Contractor will be assessed liquidated damages in the amount of \$300.00 for each Badge that is lost, stolen, unaccounted for or not returned to Owner at the time of Badge expiration, employee termination, termination of this Contract, or upon written request by Owner. These damages will be paid by Contractor within 15 days from the date of invoice. The parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that may be anticipated from such lost, stolen, unaccounted for or not returned badge, an exact determination of which not being otherwise ascertainable. If any Contractor employee is terminated or leaves the Contractor's employment, Owner must be notified immediately, and the Badge must be returned to Owner no later than 48 hours following termination or leave of Contractor's employment.

2.0 STANDARD PROVISIONS

2.1 Contract Supervision

All Work performed by the Contractor will be satisfactory to Owner representatives designated to coordinate this Contract. The Contractor will provide adequate supervision and inspections to assure competent performance of the Work.

2.2 Contractor's Personnel Standards

- A. The Contractor will use all reasonable care consistent with its rights to manage and control its operation, not to employ any persons, use any labor, use or have any equipment, or permit any condition to exist which may cause, or be conducive to, any complaint, trouble, dispute or controversy which interferes or is likely to interfere with the operation of the Airport or with other Airport employees. The Director of Maintenance may reject any Contractor employee if the employee is deemed to be unsuitable to work at the Airport and the Contractor will immediately replace said employee.
- B. The Contractor will observe and obey (and compel its officers, employees, guests, subcontractors, and those doing business with it to observe and obey) the Rules and Regulations of the Owner and such further Rules and Regulations which may be promulgated by the Owner during the effective period of this Contract.

- C. Prior to each performance, the Contractor will provide to the Owner a written list of the names and addresses of all employees and the positions of said employees who are to perform the duties outlined in this Contract.
- D. The Contractor will comply with all Federal, State and local laws, executive orders, and Rules and Regulations applicable to this type of service, including Owner Rules and Regulations, and also comply with all pertinent regulations contained in the published security plan for the Airport.
- E. Contractor's personnel will immediately report all accidents or unusual incidents occurring on the Airport premises to the Owner's Operations Center and Maintenance Department. Unusual or catastrophic events involving personnel or equipment covered by this Contract will, within five days, be followed by a written report to the Owner detailing the circumstances surrounding the event and the actions taken or to be taken by the Contractor.
- F. If any type of strike, boycott, picketing or Work stoppage is directed against the Contractor at the Airport which results in the discontinuance of services performed hereunder, the Owner will have the right during said period to, by itself or by any third person or persons, perform said services and invoice the Contractor for any costs in excess of the Contract prices. The Owner will prorate payments for Work completed but not invoiced by the Contractor up until the time of any Work stoppage.

2.3 Inspections

- A. The Owner, either directly or through a third party, will have the right at all times to examine materials, equipment, and personnel practices used by the Contractor and to observe the operations of the Contractor, its agents, servants, and employees.
- B. In the event the Owner requests or conducts any inspections or tests directly or by a third party and finds deficiencies, the Contractor will correct such deficiencies, including the provision of an immediate response to life safety issues, which result from such inspections or tests, and send a written response to all comments or recommendations within thirty (30) days of receipt of the written inspection or test report, except in instances requiring an immediate response, as determined by the Owner. In the event the Contractor does not agree with the findings of the Owner's independent third party, the Contractor will provide specific evidence to substantiate its disagreement.

2.4 Ownership of Documents

All equipment maintenance documents, logs, and site-specific software, with the exception of copyrighted and proprietary material of the Contractor, will become the property of the Owner to be used as the Owner desires, without restrictions. One copy of the aforementioned work papers, software, and work products will be retained by the Contractor.

2.5 Assignment

This Contract is not assignable without Owner approval. Such approval, if any, will be given in Owner's sole discretion.

2.6 Indemnification

A. To the maximum extent permitted by Florida law, in addition to Contractor's obligation to provide pay for and maintain insurance as set forth elsewhere in this Contract, 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, 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 Contractor or the Contractor's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Contractor, regardless of whether the liability, suit, claim, expense, loss, cost, fine or damages is caused in part by the Authority, its members, officers, agents, employees or volunteers or any other indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts of omissions of the Owner, its members, officers, agents, employees, and volunteers.

B. In addition to the duty to indemnify and hold harmless, 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, royalties, fines or attorney's fees in the event the suit, claim, or action of any nature arises in whole or in part from:

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

members, officers, agents, employees, and volunteers if fully and finally barred by the applicable statute of limitations or repose.

- E. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability the Owner, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- F. The Owner and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Contractor of any of its obligations under this Article.
- G. If Paragraphs A-G or any part of Paragraphs A-G is deemed to conflict in any way with any law, the Paragraph or part of the Paragraph will be considered modified by such law to remedy the conflict.

2.7 Claims and Disputes

- A. A claim is a written demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of the Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term claim also includes other disputes and matters in question between the Owner and Contractor arising out of the Contract. Claims must be made by written notice. The responsibility to substantiate claims will rest with the party making the claim. If for any reason the Contractor deems that additional compensation or Contract time is due to the Contractor for work not clearly provided for in the Contract, or previously authorized changes in the work, the Contractor will notify the Owner in writing of its intention to claim such additional compensation or Contract time before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the Owner is not afforded proper opportunity by the Contractor for keeping strict account of actual cost or time as required, then the Contractor hereby agrees to waive any claim for such additional compensation or Contract time. Such notice by the Contractor and the fact that the Owner has kept account of the cost or time of the work will not in any way be construed as proving or substantiating the validity of the claim. When the work for which the claim for additional compensation or Contract time is based has been completed, the Contractor will, within 10 calendar days, submit Contractor's written claim to the Owner. The failure to give notice as required herein will constitute a waiver of said claim.
- B. Claims arising prior to final payment or the earlier termination of the Contract will be referred initially to the Owner for action.
- C. Intention to claim must be made within 10 calendar days after the claimant first recognizes the condition giving rise to a claim or before the work begins on which the Contractor bases the claim, whichever is earlier. If the Contractor wishes to reserve its rights, written notice of any event that may give rise to a claim must be given within 10 calendar days of the event, whether or not any impact in money

or time has been determined. Any change or addition to a previously made claim will be made by timely written notice in accordance with this paragraph. The failure to give notice as required herein will constitute a waiver of said claim.

- D. Pending final resolution of a claim, unless otherwise agreed in writing, the Contractor will proceed diligently with performance of the Contract.

2.8 Resolution of Claims and Disputes

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

Contract Manager's Meeting: Within five days (5) after a dispute occurs, the Contractor's senior project management personnel who have authority to resolve the dispute shall meet with the Owner's Contract Manager who has 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.

Management Representatives' Meeting: If the Contract Managers' Meeting fails to resolve the dispute or if they fail to meet, a senior executive for the Contractor and for the Owner, neither of which have day to day Contract Management responsibilities, shall meet, within ten days (10) 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. 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 or evidence.

Following the Contract Managers' Meeting and the Management Representatives' Meeting, the Owner will review the Contractor's claims and may (1) request additional information from the Contractor which will be immediately provided to Owner, or (2) render a decision on all or part of the claim in writing of the disposition of the claim within 21 days following the receipt of such claim or receipt of additional information requested.

If the Owner decides that the Work relating to such Claim should proceed regardless of the Owner's disposition of such Claim, the Owner will issue to the Contractor a written directive to proceed. The Contractor will proceed as instructed.

- B. The Owner will review claims and may (1) defer any action with respect to all or part of a claim and request additional information from the claimant which additional information claimant will immediately provide to said Owner, or (2)

render a decision on all or part of the claim. The Owner will notify the parties in writing of the disposition of such claim. If the Owner decides that the work relating to such claim should proceed regardless of the Owner's disposition of such claim, the Owner will issue to the Contractor a written directive to proceed. The Contractor will proceed as instructed.

- C. 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 the Owner. Such mediation shall occur in Hillsborough County, Florida.
- D. Any litigation between Owner and Contractor, whether arising out of any claim or arising out of the Contract or any breach thereof, will be brought, maintained and pursued only in the appropriate courts of the State of Florida. Venue of any such litigation between Owner and Contractor will lie exclusively in Hillsborough County, Florida. Contractor consents and submits to the exclusive jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

2.9 Damages

Contractor shall be responsible for all damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Contract shall constitute a waiver or limitation of any rights that the Owner may have under applicable law.

Notwithstanding in any area to the contrary, for purposes of clarification, the damages for which Contractor shall be responsible under this Contract shall include but not limited to:

- A. damage or destruction to any component of the Work, or to any property owned by Owner arising out of Contractor's work, including costs to design, procure and construct necessary repairs;
- B. damage or destruction to property owned by any third party arising out of Contractor's work;
- C. injury to persons arising out of Contractor's work;
- D. lost revenue to the extent attributable to Contractor's breach of its obligations under this Contract;
- E. any liability, loss or damage arising out of fraud by the Contractor in the conduct of its Work; and
- F. any liability, loss or damage arising out of intentional or criminal conduct of Contractor or any officer, director, principal or employee of Contractor in

connection with the Work.

For the purposes of this Paragraph, the term “Contractor” shall be understood to include Contractor and all subcontractors, materialmen, and suppliers to Contractor at any tier

2.10 Compliance with Taxes, Licenses, Permits, and Rules

- A. The Contractor will comply and cause its subcontractors to comply with all applicable municipal, state and federal laws, applicable national and local codes, the Owner's Rules and Regulations, Policies, Standard Procedures, and Operating Directives, as amended from time to time, including compliance with Owner's Airport Master Security Plan, and the Contractor will obtain all necessary permits, pay all required fees and taxes, and otherwise perform its services in a legal manner.
- B. As Florida is a “Clean Indoor Air State”, the Contractor will comply and cause its subcontractors to comply with the provisions of the Clean Indoor Air Act and policies of the Owner. All mechanical equipment machine rooms are non-smoking areas.
- C. As between the Contractor and the Owner, the Owner agrees to pay, in addition to the prices herein quoted, the amount of any tax based upon the transfer, use, ownership, or possession of the equipment to which the Contract relates, imposed by any law enacted after the date of this Contract or imposed upon the Owner by an existing law. By so agreeing, the Owner does not in any way admit the validity of any such tax.
- D. Contractor's personnel will immediately report all accidents or incidents occurring on the Airport to the Owner's Operations Center and Maintenance Department. Unusual or catastrophic events involving personnel or equipment covered by this Contract will, within five calendar days, be followed by a written report to the Owner detailing the circumstances surrounding the event and the actions taken or to be taken by the Contractor.

2.11 Compliance with Laws, Regulations, Ordinances, Rules

Contractor and its subcontractors will at all times comply with applicable federal, State, and local laws and regulations, Owner Rules, Regulations, and Policies, as are now or may hereinafter be prescribed by the Owner, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, State, local government, or Owner 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 the Airport. Contractor, its officers, employees, agents, subcontractors, and those under its control, will comply with security measures required of Contractor or Owner by the Federal Government, including but not limited to the Federal Aviation Administration (“FAA”) or Transportation Security Administration (“TSA”) contained in any the Airport master

security plan approved by the TSA to include an Airport Tenant Security Program as outlined in TSA 1540 and 1542, as amended. If Contractor, 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 the Owner, then, in addition to any other remedies available to Owner, Contractor will be responsible and will reimburse the Owner the full amount of any such monetary penalty or other damages. This amount must be paid by Contractor within ten (10) calendar days of written notice.

2.12 Hazardous Substances and O.S.H.A. Compliance

- A. No goods, merchandise or material will be kept or stored by Contractor at the Airport which are explosive or hazardous; and no offensive or dangerous trade, business or occupation will be carried on therein or thereon. Nothing will be done in the performance of this Contract which will increase the rate of or suspend any insurance policy or coverage of Owner.
- B. The Contractor certifies that all materials, equipment, etc., used in the performance of this Contract meet all Occupational Safety and Health Administration (OSHA) requirements.

2.13 Waivers

No waiver by Owner 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 Contract herein contained, nor of the strict and prompt performance thereof by the Contractor. No delay, failure or omission of Owner 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 Owner will be required to restore or revive time as being of the essence hereof after waiver by Owner or default in one or more instances. No option, right, power, remedy or privilege of Owner 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 Owner 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 Owner will not impair its rights to any other right, power, option or remedy.

2.14 Waiver of Claim

Contractor hereby waives any claim against the City of Tampa, Hillsborough County, State of Florida and the Owner, and its officers, 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.

2.15 Time of Essence

Time is of the essence with respect to this Contract.

2.16 Equal Opportunity Report

The Contractor agrees that, with regard to the furnishing of services hereunder, it will not discriminate on the grounds of race, sex, creed, color, or national origin, and the Contractor assures that it will undertake an Affirmative Action Program as required by 14 CFR Part 152 Subpart E. Contractor will, upon request, furnish any pertinent information regarding compliance with federal regulations and the Contractor's own employment policies and practices as the FAA, the Owner or the Secretary of Labor may require. The Contractor will require similar compliance by its subcontractors. Where the Contract price is \$10,000.00 or greater, the Contractor will comply with Part 152 of the Federal Aviation Regulations (FAR) as amended, specifically FAR Parts 152.411 (c) and (d).

2.17 Woman and Minority Owned Business Enterprise ("W/MBE")

Owner is committed to a policy and program for the participation of Woman and Minority-Owned Business Enterprises (W/MBEs) in non-concession, non-federally funded contracting opportunities (hereinafter referred to as "W/MBE Program") in accordance with Owner's W/MBE Policy and Program adopted September 4, 2008, as may be amended from time to time. In advancing Owner's policy, Contractor agrees to ensure that W/MBEs, as defined in Owner's W/MBE Policy and Program, have the maximum opportunity to participate in the performance of this Contract. Contractor 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.

A. Non-Discrimination

1. Contractor and any subcontractor of Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor will carry out applicable requirements of Owner's W/MBE Policy and Program in the award and administration of contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Owner deems appropriate.
2. Contractor 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 contract, management contract, or subcontract, purchase or lease agreement.
3. Contractor agrees to include the statements in paragraphs (A) and (B) above in any subsequent contract that it enters into with any business and cause those businesses to similarly include the statements in further contracts entered into.

B. W/MBE Participation

1. W/MBE Goal: No specific goal for W/MBE participation has been established for this Contract; however, Contractor agrees to make a good faith effort, in accordance with Owner's 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.
2. W/MBE Termination and Substitution: Contractor will not terminate a W/MBE for convenience without Owner's prior written consent. If a W/MBE is terminated by Contractor with Owner's consent or because of the W/MBE's default, then Contractor must make a good faith effort, in accordance with the requirements of Owner's W/MBE Policy and Program, to find another W/MBE to substitute for the original W/MBE to provide the same amount of W/MBE participation.
3. Monitoring: Owner will monitor the ongoing good faith efforts of Contractor in meeting the requirements of this Section. Owner 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 Section, including, but not limited to, records, records of expenditures, contracts between Contractor and the W/MBE participant, and other records pertaining to the W/MBE participation plan, which Contractor 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, Owner reserves the right to review and approve all sub-leases or subcontracts utilized by Contractor for the achievement of these goals.
4. Prompt Payment: Contractor agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than 10 calendar days from the receipt of each payment Contractor receives from Owner. Contractor agrees further to release retainage payments to each subcontractor within 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 Owner. This clause applies to both W/MBE and non-W/MBE subcontractors.

2.18 Florida Public Entity Crimes

The Contractor attests compliance with Section 287.133, Florida Statutes concerning Public Entity Crimes.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2.19 Contract Made in Florida and Fully Integrated

This Contract has been made in and will be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of Owner and Contractor are expressly set forth herein and this Contract can only be amended in writing signed by both parties.

2.20 Nondiscrimination/Affirmative Action

Contractor assures that, in the performance of its obligations hereunder, it will fully comply with the requirements of 14 C.F.R. Part 152, Subpart E (Nondiscrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Contractor, to ensure, inter alia, that no person will, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any activities covered by such regulations. Contractor, if required by such regulations, will provide assurances to Owner that Contractor will undertake an affirmative action program and will require the same of its sub-organizations.

Contractor, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that:

- A. 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;
- B. 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
- C. that Contractor will fully comply with the requirements of 49 CFR Part 21 (Nondiscrimination in Federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964), as

amended from time to time.

In the event of breach of any of the above nondiscrimination covenants, Owner will have the right to terminate this Contract and to re-enter as if said Contract had never been made or issued.

2.21 Termination

- A. This Contract may be terminated by the Owner with or without cause upon at least thirty days written notice to the Contractor, provided Contractor is given the opportunity to cure.
- B. In the event of termination by Owner without cause, the Contractor will be entitled to receive that portion of the Contract Sum attributable to the work performed in conformance with the Contract through the date of termination, together with reasonable termination expenses incurred. The Contractor will not be entitled to any further or additional compensation from the Owner, including, but not limited to, damages or lost or anticipated profits on portions of the work not performed.
- C. In the event of termination for cause, the Owner may retain all payments due to the Contractor at the date of termination until all of the Owner's damages, including attorney's fees, have been established and deducted from payments due.
- D. In the event this Contract is terminated, the Owner will be entitled to retain and use all project documents furnished or prepared by or for the Contractor or design professionals retained by the Contractor.
- E. In the event the Owner terminates Contractor for cause pursuant to this Contract and it is later determined that such termination was not proper or such termination right was not otherwise available to the Owner, such termination will be deemed a termination without cause and Contractor's rights and remedies will be limited to those set forth in paragraph B above.

2.22 Federal Right to Reclaim

In the event a United States governmental agency will demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes, for a period in excess of 90 consecutive days, then this Agreement will hereupon terminate and the Owner will be released and fully discharged from any and all liability hereunder. In the event of such termination, nothing herein will be construed as relieving either party from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

2.23 Audit

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 payroll and material invoices. Company will not destroy any records related to this Contract without the express written permission of Authority.

B. Financial Reports

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

C. Authority Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the term of the Contract or within three (3) years after the end of the 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 the Contract or over selected operations performed by Company under this Contract for the purpose of determining compliance with the Contract.

Free and unrestricted access will be granted to all of Company's records directly pertinent to this Contract or any work order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors. All such records shall be kept for a minimum period of six (6) years after the close of each Contract Year. If the records are kept at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to Authority auditors to conduct the engagement as set forth in this Article. Or, Company may transport Authority team to Company headquarters for purposes of undertaking said engagement. In such event, Company will pay reasonable costs of transportation, food and lodging for Authority team. In the event Company maintains its accounting or Contract information in electronic format, upon request by Authority auditors, Company will provide a download or extract of data files in a computer readable format acceptable to Authority at no additional cost. Authority has the right during the engagement to interview Company's employees, subconsultants, and subcontractors, and to make photocopies of records as needed.

Company agrees to deliver or provide access to all records requested by Authority auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The parties recognize that Authority will incur additional costs if records requested by

Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the parties agree that Authority may assess liquidated damages in the amount of \$100.00 per calendar day for each record requested that is not received. Such damages may be assessed beginning on the eighth (8th) day following the date the request was made. Accrual of fee will continue until specific performance is accomplished. This liquidated damage rate is not an exclusive remedy and Owner retains its 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 such failure to comply.

If as a result of any engagement, it is determined that Company has overcharged Authority, Company will re-pay Authority for overcharge and Authority may assess interest of up to 12% per year on the overcharge from the date the overcharge occurred. If it is determined that Company has overcharged Authority by more than three percent of the reimbursable amount, excluding any lump sum amount, contained in this Contract, 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.

2.24 Insurance

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

A. Workers' Compensation/Employer's Liability

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

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

B. Commercial General Liability

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Contract will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the Contractor under this Contract or the use or occupancy of Owner premises by, or on behalf of, the Contractor in connection with this Contract. Coverage shall be no more restrictive than form CG 00 01. Additional insurance coverage shall be no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

| | Contract Specific |
|---|-------------------|
| General Aggregate | \$5,000,000 |
| Each Occurrence | \$5,000,000 |
| Personal and Advertising Injury Each Occurrence | \$5,000,000 |
| Products and Completed Operations Aggregate | \$5,000,000 |

C. Business Automobile Liability

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be no more restrictive than form CA 00 01. The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Contract will be:

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

D. Waiver of Subrogation

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

E. Insurance Conditions of Acceptance – S250.06

The insurance maintained by Contractor must conform at all times with Attachment C, Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time.

2.25 Public Records (CHAPTER 119, FLA. STATUTE REQUIREMENT)

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’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.**

Contractor agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- a. Keep and maintain public records required by the Owner in order to perform the Work contemplated by this Contract.
- b. Upon request from the Owner's custodian of public records, provide the Owner 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 the Contract Term and following completion of the Contract.
- d. Upon completion of this Contract, keep and maintain public records required by the Owner to perform the Work. Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

2.26 Press Releases or Other Specialized Publicity Documents

Press releases or other specialized publicity documents, including the Contractor's and subcontractor's advertising and news bulletins, which are related to this Contract and are intended by the Contractor, its subcontractors or suppliers of any tier for the press, broadcasting, or television or other dissemination including, but not limited to billboards and electronic media, will be drawn up in consultation with the Owner. Except as otherwise required by law or regulation, the Contractor, subcontractors, consultants or suppliers of any tier or employees thereof will not release or distribute any materials, photographs, videos or information relating to this Contract, depicting the Work, or containing the name of the Owner or any of its employees without prior written approval by the Director of Maintenance. This requirement must be included in all subcontractor or supplier agreements of any tier entered into under this Project.

2.27 Project Coordination

During the duration of the Contract, other construction and/or design-build projects will be underway at Tampa International Airport. It will be the responsibility of the Contractor to coordinate its Work with these other projects. Any problems with such coordination will be brought to the attention of the Owner who will direct the affected parties accordingly.

2.28 Code of Ethics

The Contractor will conduct all Work in this Contract in accordance with the Owner's Policy P150, Code of Ethics and Ethics Program.

2.29 Protection of Persons and Property

- A. The Contractor will be responsible for all damage or injury to property of any character during the prosecution of the Work resulting from any act, omission, neglect or misconduct in the Contractor's manner or method of executing the Work, or at any time due to defective Work or materials.
- B. The Contractor will be responsible for initiating, maintaining and providing supervision of all safety precautions and programs in connection with the performance of this Contract.
- C. The Contractor will designate, in writing to the Owner, a Competent Person in the Contractor's organization whose duty will be safety, protection of persons and property and the prevention of accidents at the Project site.
- D. The Contractor will take reasonable precautions for the safety of and will provide reasonable protection to prevent damage, injury or loss to: (1) employees on the Work site(s) and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site(s), under care, custody or control of the Contractor; (3) other property at or adjacent to the Work site(s), such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of Work; and (4) any other property of the Owner or construction by separate contractors.
- E. The Contractor will comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.
- F. The Contractor will promptly remedy damage and loss to property at the Work site caused in whole or in part by the Contractor, or by anyone for whose acts it may be liable. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 16.4.
- G. The Contractor will erect and maintain reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, and will give appropriate notice and warnings to Owners and users of adjacent sites and utilities.
- H. When use or storage of explosives, hazardous materials, equipment, or unusual methods are necessary for execution of the Work, the Contractor will provide owner with prior written notice of such and will exercise utmost care and carry on such activities under the supervision of properly qualified personnel.

- I. The Contractor will comply with the provisions of the Occupational Safety and Health Act of 1970, 84 Stat. 1190, 29 U.S.C. 651 et. seq. (as amended), 29 C.F.R. 1926 (as amended) and applicable regulations and requirements under said Act. The Contractor will maintain an accurate record of all accidents causing death, traumatic injury, occupational disease, or damage to property, materials, supplies and equipment incidental to Work performed under this Contract.
- J. The Contractor will be responsible for the preservation of all public and private property.
- K. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct, whether or not in the execution of the Work, by the Contractor, Contractor will restore such property, at the Contractor's own expense, to a condition similar or equal to that existing before such damage or injury was done, by repairing or otherwise restoring as may be directed by Owner, or Contractor will make good such damage or injury in a manner acceptable to Owner.
- L. Work that is to remain in place which is damaged or defaced by reason of Work performed under this Contract will be restored at no cost to the Owner.
- M. The Contractor will be in charge and care of the Work and will take every precaution against injury or damage due to the action of the elements or any other cause, whether arising from the execution or from the nonexecution of the Work. The Contractor will rebuild, repair, restore and make good all damages to any portion of the Work resulting from any of the above causes and will bear all expenses, without reimbursement from the Owner.

2.30 Prohibition Against Contingent Fees

The Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract and that the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration, contingent upon or resulting from the award or making of this Contract. If the Owner finds that Contractor violates this provision, the Owner may terminate this Contract without liability and, at its discretion, deduct from this Contract, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration.

2.31 Certification Of Non-Segregated Facilities

The Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that Contractor does not permit its employees to perform their services at any location under Contractor's control where segregated facilities are maintained. The Contractor certifies that it will not maintain or provide for its employees segregated facilities at any of its establishments and that

Contractor will not permit its employees to perform their services at any location under Contractor's control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 (U.S.) which are not exempt from the provisions of the equal opportunity clause and that Contractor will retain such certifications in its files.

2.32 Prohibition Against Contracting With Scrutinized Companies

This Contract will be terminated in accordance with Section 287.135(3), Florida Statutes if it is found that the Contractor submitted a false Scrutinized Company Certification as provided in Section 287.135(5), Florida Statutes or 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.

2.33 E-Verify Requirement

In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status), all agencies under the direction of the Governor are to include as a condition of all state contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Any Programs with Florida Department of Transportation (FDOT) funding will contain this assurance as a condition for any new Joint Participation Agreements dated after January 4, 2011. The Contractor will verify all of their new employees and will require that their subcontractors verify all of their new employees in accordance with the E-verify requirements set out above.

3.0 CONTRACT FORMS, AWARD, AND EXECUTION OF CONTRACT

3.1 Approval of Contract

No Contract is binding upon the Owner until it has been executed by the Owner and delivered to the Contractor.

3.2 Notice-To-Proceed

Notice-To-Proceed will be issued by the Owner after receipt of the required Certificate of Insurance, duly executed, and in a form acceptable to the Owner. Work under the Contract will not start until the Owner has issued a written Notice-To-Proceed.

This Maintenance Contract does not negate or affect any warranty obligations which may be in effect between the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals by their proper officers, duly authorized to do so:

By the Contractor this _____ day of _____, 2018.

ATTEST:

By: _____

Title: _____

printed name

printed address

Signed, sealed and delivered in the presence of:

Witness

Printed name

Witness

Printed name

Notary for _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018,
by _____ in the capacity of _____,
of _____, a _____
(Name of organization or company, if any) (Corporation / Partnership / Sole Proprietor / Other)
on _____ behalf. _____
(Its / His / Her) (They are / He is / She is) (Personally known to me / not personally known to me)

_____ and _____ take an oath.
and has produced the following document of identification) (they / he / she) (did / did not)

(Seal of Notary)

Signature of Notary

HILLSBOROUGH COUNTY AVIATION AUTHORITY

By: _____
Robert I. Watkins, Chairman

Address: P. O. Box 22287
Tampa, FL 33622

ATTEST:

Victor D. Crist, Secretary

Address: P. O. Box 22287
Tampa, FL 33622

Signed, sealed, and delivered in the presence of:

Witness

Print Name

Witness

Print Name

APPROVED AS TO FORM:

BY: _____
Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2018,

By Robert I. Watkins, in the capacity of Chairman of the Board of Directors, and Victor D. Crist, in the capacity of Secretary of the Board of Directors, **HILLSBOROUGH COUNTY AVIATION AUTHORITY**, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and did not take an oath.

(Stamp or seal of Notary)

Signature of Notary

Type or print name of Notary

Date of Commission Expiration (if not on stamp or seal)

EXHIBIT 1: EXTRA WORK FORM
 HILLSBOROUGH COUNTY AVIATION AUTHORITY

DATE: _____

LOCATION: _____

DESCRIPTION OF WORK:

MATERIALS ESTIMATE: \$ _____

LABOR ESTIMATE:

| | | | |
|---|-------------|-------------------|----------|
| Mechanic rate during contract hours Mon – Fri 7:30 a.m. – 12:00 a.m. | _____ hours | \$ _____ per hour | \$ _____ |
| Mechanic rate after hours | _____ hours | \$ _____ per hour | \$ _____ |
| Helper rate during contract hours | _____ hours | \$ _____ per hour | \$ _____ |
| Helper rate after hours | _____ hours | \$ _____ per hour | \$ _____ |

- Helper rate is calculated at 70% of the mechanic rate

ESTIMATED TOTAL COST = \$ _____

Authority authorization below is for a cost not to exceed the ESTIMATED TOTAL COST above. Payment will be for actual, measured, Material and Labor costs, or the Estimated Total Cost, whichever is less.

_____:

Print Name _____

Signature _____

Date _____

Hillsborough County Aviation Authority

Print Name _____

Signature _____

Date _____

EXHIBIT 2: COMPANY SERVICE MAINTENANCE FORM EXAMPLE



Schindler

| | | | | | | |
|-------------------------------|---------------|-------------|-------------|-----------|----------|--|
| Building Name | Employee Name | Employee # | Week Ending | S2154443 | | |
| Building Address | City | State/Prov. | Zip Code | Job Class | Pay Rate | |
| Description of Work Performed | | | | | | |

| | | | | | | |
|---|----------|----------------------|-------------------|----------------------------|---|--|
| Callback Information | Time In: | Time Out: | Callback Code(s): | Travel Time | Service Request <input type="checkbox"/> Yes <input type="checkbox"/> NO | Billable <input type="checkbox"/> Yes <input type="checkbox"/> NO |
| Authorized Customer / Contractor's Signature and Date | | Employee's Signature | | Superintendent's Signature | | |

To Our Customer: Please sign to verify the hours and work performed. We will bill you for services not covered in your contract. See the terms and conditions printed on the back of this form. The white copy is for your records. Please call us if you have questions about this ticket.

Material Used (Description and Part #):

- Material Used
 None
 Job Stock
 Branch Stock
 Cash Purchase
 Branch Purchase
 SP Order Service Center

| Date M / D / Y | PC | Contract / Charge Number | Equipment Number | PS Task | Activity Code | Hours | | | | B T O | Com- plete | Miles/ KM | Expenses | | Company Vehicle |
|-------------------|----|--------------------------|------------------|------------|------------------|-------|-----|-----|-----|-------------|---------------|--------------|----------------|------|--------------------|
| | | | | | | 1.0 | 1.5 | 1.7 | 2.0 | | | | Amount | Code | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| Total Hours | | | | | | | | | | | | Total | Total Expenses | | |

Yellow – Office Pink – Technician / Mechanic White – Customer
 A48769 (5/20/08)

EXHIBIT 3: SHIFT SCHEDULE FOR NORMAL WORK WEEK

| M-F | M | T | W | Th | F | S | S | |
|----------------|---|---|---|----|---|--------------------------|----------|------------|
| Shift 1 | | | | | | | | |
| MIC | 8 | 8 | 8 | 8 | 8 | 0 | 0 | 40 |
| Tech 1 | 8 | 8 | 8 | 8 | 8 | 0 | 0 | 40 |
| Tech 2 | 8 | 8 | 8 | 8 | 8 | 0 | 0 | 40 |
| Tech 3 | 8 | 8 | 8 | 8 | 8 | 0 | 0 | 40 |
| Tech 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Shift 2 | | | | | | | | |
| Tech 4 | 8 | 8 | 8 | 8 | 8 | 10 | 10 | 60 |
| Tech 5 | 8 | 8 | 8 | 8 | 8 | 10 | 10 | 60 |
| Tech 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | 0 | 280 |
| | | | | | | PM-Hours/ Month | | 1213 |
| | | | | | | ~ Heads based on 173 hrs | | 7.0 |

ATTACHMENT A - EQUIPMENT LIST

TPA ELEVATORS AND DUMBWAITERS

1/19/2018

| COUNTS | EQUIP | Tract /Hydr | TPA # | SERIAL # | LOCATION | | STOPS | MANUFACTURER | MODEL | CONTROLLER MODEL |
|--------|-------|-------------|--------|----------|---------------|-------------------|-------|--------------|-------|------------------|
| 1 | EL | T | IS-1 | 31627 | Main Terminal | Igor Sikorsky | 9 | Westinghouse | 38 | Miconic TX |
| 2 | EL | T | IS-2 | 9378 | Main Terminal | Igor Sikorsky | 10 | Westinghouse | 58 | Miconic TX |
| 3 | EL | T | IS-3 | 9379 | Main Terminal | Igor Sikorsky | 9 | Westinghouse | 58 | Miconic TX |
| 4 | EL | T | IS-4 | 9380 | Main Terminal | Igor Sikorsky | 9 | Westinghouse | 58 | Miconic TX |
| 5 | EL | T | IS-5 | 9381 | Main Terminal | Igor Sikorsky | 9 | Westinghouse | 58 | Miconic TX |
| 6 | EL | T | IS-6 | 31628 | Main Terminal | Igor Sikorsky | 9 | Westinghouse | 38 | Miconic TX |
| 1 | EL | T | AE-7 | 31631 | Main Terminal | Amelia Earhart | 9 | Westinghouse | 38 | Miconic TX |
| 2 | EL | T | AE-8 | 9386 | Main Terminal | Amelia Earhart | 9 | Westinghouse | 58 | Miconic TX |
| 3 | EL | T | AE-9 | 9387 | Main Terminal | Amelia Earhart | 9 | Westinghouse | 58 | Miconic TX |
| 4 | EL | T | AE-10 | 9388 | Main Terminal | Amelia Earhart | 9 | Westinghouse | 58 | Miconic TX |
| 5 | EL | T | AE-11 | 9389 | Main Terminal | Amelia Earhart | 9 | Westinghouse | 58 | Miconic TX |
| 6 | EL | T | AE-12 | 31632 | Main Terminal | Amelia Earhart | 9 | Westinghouse | 38 | Miconic TX |
| 1 | EL | T | CY-13 | 31629 | Main Terminal | Chuck Yeager | 9 | Westinghouse | 38 | Miconic TX |
| 2 | EL | T | CY-14 | 9382 | Main Terminal | Chuck Yeager | 9 | Westinghouse | 58 | Miconic TX |
| 3 | EL | T | CY-15 | 9383 | Main Terminal | Chuck Yeager | 9 | Westinghouse | 58 | Miconic TX |
| 4 | EL | T | CY-16 | 9384 | Main Terminal | Chuck Yeager | 9 | Westinghouse | 58 | Miconic TX |
| 5 | EL | T | CY-17 | 9385 | Main Terminal | Chuck Yeager | 9 | Westinghouse | 58 | Miconic TX |
| 6 | EL | T | CY-18 | 31630 | Main Terminal | Chuck Yeager | 9 | Westinghouse | 38 | Miconic TX |
| 1 | EL | T | NA-19 | 31633 | Main Terminal | Neil Armstrong | 9 | Westinghouse | 38 | Miconic TX |
| 2 | EL | T | NA-20 | 9390 | Main Terminal | Neil Armstrong | 10 | Westinghouse | 58 | Miconic TX |
| 3 | EL | T | NA-21 | 9391 | Main Terminal | Neil Armstrong | 9 | Westinghouse | 58 | Miconic TX |
| 4 | EL | T | NA-22 | 9392 | Main Terminal | Neil Armstrong | 9 | Westinghouse | 58 | Miconic TX |
| 5 | EL | T | NA-23 | 9393 | Main Terminal | Neil Armstrong | 9 | Westinghouse | 58 | Miconic TX |
| 6 | EL | T | NA-24 | 31634 | Main Terminal | Neil Armstrong | 9 | Westinghouse | 38 | Miconic TX |
| 24 | | | | | | | | | | |
| 1 | EL | T | WB-1 | 52367 | LTPG | Wright Brothers | 7 | Schindler | | Miconic VM |
| 2 | EL | T | WB-2 | 44699 | LTPG | Wright Brothers | 7 | Schindler | | Miconic VM |
| 3 | EL | T | WB-3 | 44700 | LTPG | Wright Brothers | 7 | Schindler | | Miconic VM |
| 4 | EL | T | WB-4 | 44701 | LTPG | Wright Brothers | 7 | Schindler | | Miconic VM |
| 5 | EL | T | CL-5 | 44702 | LTPG | Charles Lindbergh | 7 | Schindler | | Miconic VM |
| 6 | EL | T | CL-6 | 44703 | LTPG | Charles Lindbergh | 7 | Schindler | | Miconic VM |
| 7 | EL | T | CL-7 | 44704 | LTPG | Charles Lindbergh | 7 | Schindler | | Miconic VM |
| 8 | EL | T | CL-8 | 52368 | LTPG | Charles Lindbergh | 7 | Schindler | | Miconic VM |
| 9 | EL | T | TJ-9 | 44705 | LTPG | Tony Jannus | 8 | Schindler | | Miconic VM |
| 10 | EL | T | TJ-10 | 44706 | LTPG | Tony Jannus | 8 | Schindler | | Miconic VM |
| 11 | EL | T | TJ-11 | 44707 | LTPG | Tony Jannus | 8 | Schindler | | Miconic VM |
| 12 | EL | T | TJ-12 | 52369 | LTPG | Tony Jannus | 8 | Schindler | | Miconic VM |
| 13 | EL | T | RG-13 | 52370 | LTPG | Robert Goddard | 8 | Schindler | | Miconic VM |
| 14 | EL | T | RG-14 | 44708 | LTPG | Robert Goddard | 8 | Schindler | | Miconic VM |
| 15 | EL | T | RG-15 | 44709 | LTPG | Robert Goddard | 8 | Schindler | | Miconic VM |
| 16 | EL | T | RG-16 | 44710 | LTPG | Robert Goddard | 8 | Schindler | | Miconic VM |
| 1 | EL | T | EPG-1 | 88241 | EPG | Economy Garage | 6 | Schindler | | |
| 2 | EL | T | EPG-2 | 88242 | EPG | Economy Garage | 6 | Schindler | | |
| 3 | EL | T | EPG-3 | 88243 | EPG | Economy Garage | 6 | Schindler | | |
| 4 | EL | T | EPG-6 | 88244 | EPG | Economy Garage | 6 | Schindler | | |
| 5 | EL | T | EPG-7 | 88245 | EPG | Economy Garage | 6 | Schindler | | |
| 6 | EL | T | EPG-8 | 88246 | EPG | Economy Garage | 6 | Schindler | | |
| 7 | EL | T | EPG-9 | 95319 | EPG | Economy Garage | 6 | Schindler | | |
| 8 | EL | T | EPG-10 | 95322 | EPG | Economy Garage | 6 | Schindler | | |
| 9 | EL | T | EPG-11 | 95325 | EPG | Economy Garage | 6 | Schindler | | |
| 10 | EL | T | EPG-12 | 95327 | EPG | Economy Garage | 6 | Schindler | | |
| 11 | EL | T | EPG-13 | 95328 | EPG | Economy Garage | 6 | Schindler | | |
| 12 | EL | T | EPG-14 | 95329 | EPG | Economy Garage | 6 | Schindler | | |

| COUNTS | EQUIP | Tract /Hydr | TPA # | SERIAL # | LOCATION | | STOPS | MANUFACTURER | MODEL | CONTROLLER MODEL |
|--------|-------|-------------|---------|----------|----------|-------------------|-------|--------------|--|------------------|
| 1 | EL | H | A-1 | 47943 | A/S A | Freight | 3 | Schindler | | MPH2 |
| 2 | EL | H | A-2 | 47959 | A/S A | Club | 3 | Schindler | | MPH2 |
| 3 | EL | H | A-3 | 47960 | A/S A | G-17 Commuter | 2 | Schindler | | MPH2 |
| 4 | EL | H | A-4 | 47958 | A/S A | Host | 2 | Schindler | | MPH2 |
| 5 | EL | H | A-5 | 47957 | A/S A | Continental | 2 | Schindler | | MPH2 |
| 6 | EL | H | A-6 | 47962 | A/S A | G-1 Commuter | 2 | Schindler | | MPH2 |
| 7 | EL | H | A-7 | 47961 | A/S A | Club/G-1 Commuter | 3 | Schindler | | MPH2 |
| | | | | | | | | | | |
| 1 | DW | | 18 | 47952 | A/S A | G-18 | 2 | Matot | | |
| 2 | DW | | 16 | 47951 | A/S A | G-16 | 2 | Matot | | |
| 3 | DW | | 14 | 47950 | A/S A | G-14 | 2 | Matot | | |
| 4 | DW | | 12 | 47949 | A/S A | G-12 | 2 | Matot | | |
| 5 | DW | | 11 | 47948 | A/S A | G-11 | 2 | Matot | | |
| 6 | DW | | 09 | 47945 | A/S A | G-9 | 2 | Matot | | |
| 7 | DW | | 06 | 47944 | A/S A | G-6 | 2 | Matot | | |
| 8 | DW | | 04 | 47946 | A/S A | G-4 | 2 | Matot | | |
| 9 | DW | | 03 | 47947 | A/S A | G-3 | 2 | Matot | | |
| | | | | | | | | | | |
| 1 | EL | H | C-1 | 85050 | A/S C | Shulas | 2 | Schindler | 330A hydraulic, 4,000 lb, 150 fpm | HX |
| 2 | EL | H | C-2 | 85051 | A/S C | Starbucks | 2 | Schindler | 330A hydraulic, 3,500 lb, 150 fpm | HX |
| 3 | EL | H | C-3 | 85052 | A/S C | Southwest | 2 | Schindler | 330A hydraulic, 3,500 lb, 150 fpm | HX |
| 4 | EL | H | C-4 | 85053 | A/S C | Freight | 2 | Schindler | 300A hydraulic, 10,000 lb, 100 fpm | MPH2 |
| 5 | EL | H | C-5 | 85054 | A/S C | Chilis | 2 | Schindler | 330A hydraulic, 4,000 lb, 150 fpm | HX |
| | | | | | | | | | | |
| 1 | EL | H | E-1 | 61485 | A/S E | Freight | 3 | Schindler | | 300A |
| 2 | EL | H | E-2 | 61487 | A/S E | | 3 | Schindler | | 300A |
| 3 | EL | H | E-3 | 61493 | A/S E | | 2 | Schindler | | 300A |
| 4 | EL | H | E-4 | 61492 | A/S E | Host | 2 | Schindler | | 300A |
| 5 | EL | H | E-5 | 61486 | A/S E | | 3 | Schindler | | 300A |
| 6 | EL | H | E-6 | 61480 | A/S E | | 3 | Schindler | | 300A |
| | | | | | | | | | | |
| 1 | EL | H | F-1 | 99685 | A/S F | Host | 2 | Schindler | hydraulic, 6000 lb, 100 fpm | |
| 2 | EL | H | F-2 | 40368 | A/S F | International-G90 | 2 | Westinghouse | | MPH1 |
| 3 | EL | H | F-3 | 40370 | A/S F | US Airways | 2 | Westinghouse | | MPH1 |
| 4 | EL | H | F-4 | 40369 | A/S F | American | 2 | Westinghouse | | MPH1 |
| 5 | EL | H | F-5 | 60145 | A/S F | Host | 3 | Schindler | | 300A |
| 6 | EL | H | F-6 | 60149 | A/S F | US Airways Club | 2 | Schindler | Gemini Jack | 300A |
| 7 | EL | H | F-7 | 99686 | A/S F | Customs | 2 | Schindler | Class C1, 8500 lb, 100 fpm, dual-jack holeless | |
| 8 | EL | H | F-8 | 99687 | A/S F | Customs | 2 | Schindler | Class C1, 8500 lb, 100 fpm, dual-jack holeless | |
| | | | | | | | | | | |
| 1 | EL | T | AOB-1 | 9396 | AB | Admin Building | 4 | Westinghouse | | Miconic A |
| 2 | EL | T | AOB-2 | 9395 | AB | Admin Building | 2 | Westinghouse | | |
| 3 | EL | T | AOB-3 | 9394 | AB | Admin Building | 2 | Westinghouse | | |
| | | | | | | | | | | |
| 1 | EL | T | RCG-1 | 91543 | Red RAC | RAC Garage | 6 | Schindler | | |
| 2 | EL | T | RCG-2 | 91542 | Red RAC | RAC Garage | 6 | Schindler | | |
| 3 | EL | T | RCG-3 | 91541 | Red RAC | RAC Garage | 6 | Schindler | | |
| | | | | | | | | | | |
| 1 | EL | T | APM 1-1 | FUTURE | APM 1 | APM 1 North | | Schindler | 5500, 5000lb. ,MRL | |
| 2 | EL | T | APM 1-2 | 103702 | APM 1 | APM 1 North | 4 | Schindler | 5500, 5000lb. ,MRL | |
| 3 | EL | T | APM 1-3 | 103703 | APM 1 | APM 1 North | 4 | Schindler | 5500, 5000lb. ,MRL | |
| 4 | EL | T | APM 1-4 | 103706 | APM 1 | APM 1 North | 5 | Schindler | 5500, 5000lb. ,MRL | |
| 5 | EL | T | APM 1-5 | 103707 | APM 1 | APM 1 South | 5 | Schindler | 5500, 5000lb. ,MRL | |
| 6 | EL | T | APM 1-6 | 103708 | APM 1 | APM 1 South | 4 | Schindler | 5500, 5000lb. ,MRL | |
| 7 | EL | T | APM 1-7 | 103724 | APM 1 | APM 1 South | 4 | Schindler | 5500, 5000lb. ,MRL | |
| 8 | EL | T | APM 1-8 | FUTURE | APM 1 | APM 1 South | | Schindler | 5500, 5000lb. ,MRL | |
| | | | | | | | | | | |
| 1 | EL | T | APM 2-1 | FUTURE | APM 2 | APM 2 South | | Schindler | 5500, 5000lb. ,MRL | |
| 2 | EL | T | APM 2-2 | 103790 | APM 2 | APM 2 South | 2 | Schindler | 5500, 5000lb. ,MRL | |
| 3 | EL | T | APM 2-3 | 103791 | APM 2 | APM 2 South | 2 | Schindler | 5500, 5000lb. ,MRL | |
| 4 | EL | T | APM 2-4 | 103704 | APM 2 | APM 2 North | 2 | Schindler | 5500, 5000lb. ,MRL | |
| 5 | EL | T | APM 2-5 | 103705 | APM 2 | APM 2 North | 2 | Schindler | 5500, 5000lb. ,MRL | |
| 6 | EL | T | APM 2-6 | FUTURE | APM 2 | APM 2 North | | Schindler | 5500, 5000lb. ,MRL | |
| | | | | | | | | | | |
| 1 | EL | T | APM 3-1 | 103691 | APM 3 | APM 3 | 5 | Schindler | 5500, 5000lb. ,MRL | |
| 2 | EL | T | APM 3-2 | 103692 | APM 3 | APM 3 | 5 | Schindler | 5500, 5000lb. ,MRL | |
| 3 | EL | T | APM 3-3 | 103693 | APM 3 | APM 3 | 3 | Schindler | 5500, 5000lb. ,MRL | |

| COUNTS | EQUIP | Tract /Hydr | TPA # | SERIAL # | LOCATION | | STOPS | MANUFACTURER | MODEL | CONTROLLER MODEL |
|--------|-------|-------------|---------|----------|------------|--------------|-------|--------------|---------------------------------------|------------------|
| 1 | EL | T | APM 4-1 | 103690 | APM 4 | APM 4 | 2 | MEI Freight | Class C1, 12000 lb. 100 fpm, Traction | |
| 2 | EL | T | APM 4-2 | 103695 | APM 4 | APM 4 | 3 | Schindler | 5500, 5000lb. ,MRL | |
| 1 | EL | T | RAC - 1 | 103694 | ConRAC RR | Zone 1 North | 4 | Schindler | 5500, 5000lb. ,MRL | |
| 2 | EL | T | RAC - 2 | 103696 | ConRAC RR | Zone 1 North | 4 | Schindler | 5500, 5000lb. ,MRL | |
| 3 | EL | T | RAC - 3 | 103697 | ConRAC RR | Zone 1 North | 4 | Schindler | 5500, 5000lb. ,MRL | |
| 4 | EL | T | RAC - 4 | FUTURE | ConRAC RR | Zone 1 North | | Schindler | 5500, 5000lb. ,MRL | |
| 5 | EL | T | RAC - 5 | FUTURE | ConRAC RR | Zone 3 South | | Schindler | 5500, 5000lb. ,MRL | |
| 6 | EL | T | RAC - 6 | 103698 | ConRAC RR | Zone 3 South | 4 | Schindler | 5500, 5000lb. ,MRL | |
| 7 | EL | T | RAC - 7 | 103699 | ConRAC RR | Zone 3 South | 4 | Schindler | 5500, 5000lb. ,MRL | |
| 8 | EL | T | RAC - 8 | 103700 | ConRAC RR | Zone 3 South | 4 | Schindler | 5500, 5000lb. ,MRL | |
| 1 | EL | T | RAC - 9 | 103791 | ConRAC QTA | Zone 9 | 4 | Schindler | 5500, 5000lb. ,MRL | |

106 total existing elevators excludes spare hoistways
 9 total Airside A dumbwaiters

TPA Elevator locations:

- 24 Main Terminal
- 16 Long-term Parking Garage
- 12 Economy Parking Garage
- 7 Airside A
- 5 Airside C
- 6 Airside E
- 8 Airside F
- 3 Admin Building
- 3 Red RAC Garage
- 6 APM 1
- 4 APM 2
- 3 APM 3
- 2 APM 4
- 6 ConRAC RR
- 1 ConRAC QTA
- 106 Total

TPA ESCALATORS

1/19/2018

| COUNT | EQUIP | TPA # | SERIAL # | LOCATION | REMARKS | MANUFACTURER | MODEL |
|-------|-------|-------|----------|--------------------------|---------------------------|--------------|-----------|
| 1 | ES | 3 | 102586 | Main Terminal IS Core | 17' rise | Schindler | 9300 |
| 2 | ES | 5 | 102591 | Main Terminal AE Core | 17' rise | Schindler | 9300 |
| 3 | ES | 7 | 102596 | Main Terminal CY Core | 17' rise | Schindler | 9300 |
| 4 | ES | 9 | 102601 | Main Terminal NA Core | 17' rise | Schindler | 9300 |
| 5 | ES | 21 | 102587 | Main Terminal IS Core | 22' rise | Schindler | 9300 |
| 6 | ES | 221 | 102588 | Main Terminal IS Core | 22' rise | Schindler | 9300 |
| 7 | ES | 23 | 102592 | Main Terminal AE Core | 22' rise | Schindler | 9300 |
| 8 | ES | 223 | 102593 | Main Terminal AE Core | 22' rise | Schindler | 9300 |
| 9 | ES | 25 | 102597 | Main Terminal CY Core | 22' rise | Schindler | 9300 |
| 10 | ES | 225 | 102598 | Main Terminal CY Core | 22' rise | Schindler | 9300 |
| 11 | ES | 27 | 102602 | Main Terminal NA Core | 22' rise | Schindler | 9300 |
| 12 | ES | 227 | 102603 | Main Terminal NA Core | 22' rise | Schindler | 9300 |
| 13 | ES | 30 | 102604 | Main Terminal CY/NA Core | 22' rise | Schindler | 9300 |
| 14 | ES | 32 | 102605 | Main Terminal IS/AE Core | 22' rise | Schindler | 9300 |
| 15 | ES | A-2 | 102584 | Main Terminal IS Core | 39' rise | Schindler | 9300 |
| 16 | ES | A-4 | 102585 | Main Terminal IS Core | 39' rise | Schindler | 9300 |
| 17 | ES | B-2 | 102590 | Main Terminal AE Core | 39' rise | Schindler | 9300 |
| 18 | ES | B-4 | 102594 | Main Terminal AE Core | 39' rise | Schindler | 9300 |
| 19 | ES | C-2 | 102589 | Main Terminal CY Core | 39' rise | Schindler | 9300 |
| 20 | ES | C-4 | 102595 | Main Terminal CY Core | 39' rise | Schindler | 9300 |
| 21 | ES | D-2 | 102599 | Main Terminal NA Core | 39' rise | Schindler | 9300 |
| 22 | ES | D-4 | 102600 | Main Terminal NA Core | 39' rise | Schindler | 9300 |
| | | | | | | | |
| 1 | ES | 1A | 47954 | A/S A | G-1 Commuter 11'-10" rise | Schindler | SWE |
| 2 | ES | 1B | 47953 | A/S A | G-1 Commuter 11'-10" rise | Schindler | SWE |
| | | | | | | | |
| 1 | ES | 70A | 61481 | A/S E | 15'-8" rise | Schindler | 9300 |
| 2 | ES | 70B | 61482 | A/S E | 15'-8" rise | Schindler | 9300 |
| | | | | | | | |
| 1 | ES | F1 | 99688 | A/S F | Customs - 14' rise | Schindler | 9300 AE |
| 2 | ES | F2 | 99689 | A/S F | Customs - 14' rise | Schindler | 9300 AE |
| | | | | | | | |
| 1 | ES | 1 | 103111 | APM 1 North | 64'-7" rise | Schindler | 9300AE-30 |
| 2 | ES | 2 | 103112 | APM 1 North | 64'-7" rise | Schindler | 9300AE-30 |
| 3 | ES | 3 | 103113 | APM 1 North | 25'-7" rise | Schindler | 9300AE-20 |
| 4 | ES | 4 | 103114 | APM 1 North | 25'-7" rise | Schindler | 9300AE-20 |
| 5 | ES | 5 | 103109 | APM 1 South | 64'-7" rise | Schindler | 9300AE-30 |
| 6 | ES | 6 | 103110 | APM 1 South | 64'-7" rise | Schindler | 9300AE-30 |
| 7 | ES | 7 | 103115 | APM 1 South | 25'-7" rise | Schindler | 9300AE-20 |
| 8 | ES | 8 | 103116 | APM 1 South | 25'-7" rise | Schindler | 9300AE-20 |
| 9 | ES | 9 | 103117 | APM 1 Center | 22' rise | Schindler | 9300AE-20 |
| 10 | ES | 10 | 103118 | APM 1 Center | 22' rise | Schindler | 9300AE-20 |
| | | | | | | | |
| 1 | MW | 1 | 103815 | Economy Garage N - W | 250' | Schindler | 9500 |
| 2 | MW | 2 | 103816 | Economy Garage N - W | 250' | Schindler | 9500 |
| 3 | MW | 3 | 103813 | Economy Garage N - E | 250' | Schindler | 9500 |
| 4 | MW | 4 | 103814 | Economy Garage N - E | 250' | Schindler | 9500 |
| 5 | MW | 5 | 103809 | Economy Garage S - W | 250' | Schindler | 9500 |
| 6 | MW | 6 | 103810 | Economy Garage S - W | 250' | Schindler | 9500 |
| 7 | MW | 7 | 103811 | Economy Garage S - E | 250' | Schindler | 9500 |
| 8 | MW | 8 | 103812 | Economy Garage S - E | 250' | Schindler | 9500 |
| | | | | | | | |
| 1 | ES | 1 | 103119 | ConRAC RR Zone 1 North | 50'-1" rise | Schindler | 9300AE-30 |
| 2 | ES | 2 | 103120 | ConRAC RR Zone 1 North | 50'-1" rise | Schindler | 9300AE-30 |
| 3 | ES | 3 | 103127 | ConRAC RR Zone 1 North | 34'-2" rise | Schindler | 9300AE-20 |
| 4 | ES | 4 | 103128 | ConRAC RR Zone 1 North | 34'-2" rise | Schindler | 9300AE-20 |
| 5 | ES | 5 | 103129 | ConRAC RR Zone 1 North | 18'-2" rise | Schindler | 9300AE-20 |
| 6 | ES | 6 | 103130 | ConRAC RR Zone 1 North | 18'-2" rise | Schindler | 9300AE-20 |
| 7 | ES | 7 | 103121 | ConRAC RR Zone 3 South | 18'-2" rise | Schindler | 9300AE-20 |
| 8 | ES | 8 | 103122 | ConRAC RR Zone 3 South | 18'-2" rise | Schindler | 9300AE-20 |
| 9 | ES | 9 | 103123 | ConRAC RR Zone 3 South | 34'-2" rise | Schindler | 9300AE-20 |
| 10 | ES | 10 | 103124 | ConRAC RR Zone 3 South | 34'-2" rise | Schindler | 9300AE-20 |
| 11 | ES | 11 | 103125 | ConRAC RR Zone 3 South | 50'-1" rise | Schindler | 9300AE-30 |
| 12 | ES | 12 | 103126 | ConRAC RR Zone 3 South | 50'-1" rise | Schindler | 9300AE-30 |

50 total escalators
8 moving walks

Attachment B

Spare Parts

| PCB's | Number | Quantity |
|------------|----------|----------|
| ASILOG3Q | 590867 | 1 |
| ASILOG3Q | 591610 | 1 |
| GCIO360 | 591640 | 1 |
| GCIO360 | 590862 | 1 |
| CRIP5Q | 225725 | 1 |
| CRIP4Q | 225313 | 1 |
| ASIBNA1Q | 222536 | 1 |
| ASIBNA2Q | 224317 | 1 |
| ASIBNA3Q | 225435 | 1 |
| CIOACD2Q | 225825 | 1 |
| CIOACD1Q | 225212 | 1 |
| CIOHNA2Q | 224476 | 1 |
| CPBLNA1Q | 224268 | 1 |
| CPBHNA2Q | 225804 | 1 |
| CPBAUXF | 223200 | 1 |
| ACUMNA | 225887 | 1 |
| EBCOM68 | 222923 | 2 |
| EBLON2 | 222970 | 2 |
| LONBA | 225269 | 1 |
| LON16 | 222920 | 3 |
| STDC | 223825 | 2 |
| SAAB | 225330 | 1 |
| GATEWAY | 222925 | 2 |
| SETSDL | 225881 | 1 |
| LANTHNA | 222821 | 1 |
| PIPCB | 224270 | 1 |
| LFTDPI50 | 222533 | 2 |
| LONDPI | 220457 | 2 |
| PIHNA | 222824 | 1 |
| LFTDPI50 | 51517602 | 2 |
| LONDPI | 51517601 | 1 |
| PVEC | 431078 | 1 |
| SMHC | 225515 | 1 |
| PIOVECL | 590880 | 1 |
| PES | 590811 | 1 |
| SHVMF | 224213 | 1 |
| SFCBF | 225094 | 1 |
| LONDAG | 59087 | 1 |
| SOFT START | S1600A | 1 |
| MIC F | SY387600 | 1 |
| BANNER | 223357 | 1 |
| PEM | 50606955 | 1 |
| POWER | 51511063 | 1 |
| 104 PCB | 103109 | 1 |
| HPBNA3Q | 51523322 | 1 |

Attachment B

Spare Parts

| Part | Number | Quantity |
|----------------|------------|----------|
| SAFETY | 3-40342-41 | 1 |
| PAK316 | 3-40341-20 | 1 |
| CAMF | 3-40341-17 | 1 |
| PAS | 3-40340-68 | 1 |
| OLVC | 3-40290-60 | 1 |
| PEC | 3-40332-60 | 1 |
| HIC | 3-40266-40 | 1 |
| PAK216 | 3-40333-48 | 1 |
| UVPN | 3-40337-62 | 1 |
| TIME MOD | 3-40352-62 | 1 |
| EA | 3-40332-63 | 1 |
| EK | 3-40332-65 | 1 |
| AS | 3-40332-64 | 1 |
| SUA | 3-40341-84 | 1 |
| SSCC | 3-40290-58 | 1 |
| VSR | 3-40332-62 | 1 |
| IG500 | 3-40332-38 | 1 |
| TRANSFORMER | 3-40352-39 | 1 |
| MPH 1 | 998C145H24 | 1 |
| POWER | 865A386H01 | 1 |
| ENCODER | 59606658 | 1 |
| POWER | 6996C11H14 | 1 |
| POWER | 7002C12H03 | 1 |
| POWER | 7249C42H01 | 1 |
| 330 BANNER | 1299D72G01 | 1 |
| POWER | 7246C46H01 | 1 |
| V2V | 998238H12 | 1 |
| LUST P S | 6997C36H01 | 1 |
| MTV | 998C197H13 | 1 |
| VEC | 998C225H12 | 1 |
| REL | 998C272H13 | 1 |
| TRM | 999C003H26 | 1 |
| MHC | 998C187H26 | 1 |
| RMH | 998C216H28 | 1 |
| CIO | 225088 | 1 |
| MIO | 998C246H12 | 1 |
| HVM | 998C214H12 | 1 |
| PIB | 998C245H12 | 1 |
| FCB | 998C148H25 | 1 |
| IOX PC | 998C188H11 | 1 |
| CHIME | 692B927H01 | 1 |
| PHONE | A940P3 | 1 |
| DRIVE FAN | 418789 | 1 |
| LIFE JACKET BD | 225880 | 1 |