



# Lease and Concession Contract

## AUTOMATED MAIL SERVICE CONTRACT

### Parties And Addresses:

AUTHORITY: Hillsborough County Aviation Authority  
Post Office Box 22287  
Tampa, Florida 33622  
Telephone: 813-870-8700  
Fax: 813-875-6670

COMPANY: Mail Safe Express, Inc.  
Post Office Box 3022  
Huntersville, NC 28070-3022  
Telephone: 704-659-2426

HILLSBOROUGH COUNTY  
AVIATION AUTHORITY  
AUTOMATED MAIL SERVICE CONTRACT

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- C - Exhibit C, Statement of Gross Receipts
- D - Exhibit D, Scrutinized Company Certification
- E - Exhibit E, Tenant Work Permit Handbook

## I. INTRODUCTION

This Contract for Automated Mail Service (Contract) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022 between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (Authority), and Mail Safe Express, Inc., a corporation organized and existing under the laws of the State of North Carolina, authorized to do business in the State of Florida, (Concessionaire), (collectively hereinafter referred to as the Parties).

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

## II. DEFINITIONS

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

### II.A Airport

Tampa International Airport.

### II.B Airport Terminals

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

therein, and interconnecting hallways, concourses, and bridges.

### **II.C Assigned Areas**

The specific locations as set forth in Exhibit B, Assigned Areas of Automated Mail Service.

### **II.D Board**

The Hillsborough County Aviation Authority Board of Directors.

### **II.E CEO**

The Hillsborough County Aviation Authority Chief Executive Officer.

### **II.F Common Areas**

Those areas of the Airport Terminals that are not leased, licensed, or otherwise designated or made available by Authority for exclusive or preferential use by a specific Party or Parties.

### **II.G Concession**

The rights granted to Concessionaire by Authority to operate, manage and maintain Automated Mail Service, and operations related thereto, in accordance with the terms and conditions of this Contract.

### **II.H Concession Manager**

Concessionaire's representative responsible for the day-to-day management and operation of the Concession who will at all times be an authorized official to represent and act on behalf of Concessionaire with regard to this Contract.

### **II.I Concessionaire**

The legal entity that is Party to this Contract who is bound by this Contract to develop, maintain and operate the Concession. Concessionaire shall include all approved sub-concessionaires of Concessionaire who are operating within the Assigned Areas pursuant to subleases with

Concessionaire.

## **II.J Contract Dates**

- A. Commencement Date: Concessionaire will begin providing Services on May 3, 2022
- B. Effective Date: The date of full execution of this Contract by the Parties.
- C. Expiration Date: This Contract terminates on Friday, May 2, 2025.

## **II.K Contract Year**

(a) With respect to the first year of this Contract, the period commencing on May 3, 2022 and continuing through May 2, 2023. (b) With respect to subsequent years of this Contract, each consecutive twelve-month period thereafter.

## **II.L Equipment**

All furnishings and mail service units installed by Concessionaire within the Assigned Areas for use in its performance of the Concession which may be removed from the Assigned Areas without causing material damage to the Assigned Areas.

## **II.M FAA**

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

## **II.N First Class**

A manner of operation of the Concession, a standard of quality of materials and construction, and/or a standard of quality of Services that meets standards in other airports throughout the United States.

## **II.O Gross Receipts**

The total amount of monies paid to or earned by Concessionaire at or from the Assigned Areas in its performance of the Concession, as further described in Article VII, Fees, Reporting and Accounting Records, below.

## **II.P Main Terminal**

The nine-level central passenger terminal building at the Airport that contains: Level 1-baggage claim; Level 2-airline ticket counters; Level 3-transfer to Airport Terminals; and Levels 4 through

9 – six short-term parking levels.

## **II.Q Percentage Fee**

The annual fee paid by Concessionaire to Authority each Contract Year of this Contract, based on annual Gross Receipts for the rights and privileges granted herein.

## **II.R Premises**

The physical location(s) utilized by the Concessionaire to conduct business at the Airport.

## **II.S Services**

Automated Mail Service as identified in Exhibit A, Scope of Services.

## **II.T Tenant Work Permit Handbook**

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

## **II.U Term**

May 3, 2022 through May 2, 2025, with two, one year renewal periods.

## **II.V TSA**

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

## **II.W Vice President of Concessions and Commercial Parking**

The Authority employee designated by Authority's Chief Executive Officer to manage and oversee this Contract.

# **III. SUMMARY OF CONTRACT PROVISIONS**



The key provisions of this Contract (Summary of Contract Provisions) are as follows:

### **III.A Authority Address**

Hillsborough County Aviation Authority

Post Office Box 22287

Tampa, FL 33622

Attn: Airport Concessions Department

Telephone: 813-870-8700

Fax: 813-875-6670

Address for courier delivery:

Hillsborough County Aviation Authority

Tampa International Airport

4100 George J. Bean Parkway, Suite 3311

Tampa, FL 33607

### **III.B Concessionaire Address**

Mail Safe Express, Inc.

Attn: Heather Lowry, Owner

PO Box 3022

Huntersville, NC 28070-3022

Telephone: 704-659-2426

Cellular Telephone: 980-521-6716

### **III.C Concession Assigned Areas**

See Exhibit B, Assigned Areas of Automated Mail Service.

### **III.D Effective Date**

Date of full execution of this Contract by the Parties.

### **III.E Commencement Date**

May 3, 2022.

### **III.F Expiration Date**

May 2, 2025.

### **III.G Percentage Fee Rate**

Contract Year 1: 11%

Contract Year 2: 11%

Contract Year 3: 11%

Renewal Year 1: 11%

Renewal Year 2: 11%

### **III.H Other Services**

Authority reserves the right to add or modify Services within the Assigned Areas.

### **III.I Modifications to Summary of Contract Provisions**

The Parties acknowledge and agree that provisions stated in the Summary of Contract Provisions are subject to change throughout the Term in accordance with the provisions of this Contract.

The Parties therefore agree to modify the Summary of Contract Provisions by letter executed by the Vice President of Concessions and Commercial Parking, without need for formal amendment to this Contract.

## **IV. SCOPE OF SERVICES**

### **IV.A Scope**

The Scope of Services details the type of Services and deliverables that may be requested by Authority from Concessionaire as provided in Exhibit A, Scope of Services.

### **IV.B Authority's Contact Person**

Authority's Vice President of Concessions and Commercial Parking or designee will be responsible for notifying Concessionaire regarding required Services and will be Concessionaire's primary contact for all Services under this Contract.

### **IV.C Concession Manager**

The Concession Manager will be responsible for ensuring that all Services are provided as outlined in this Scope of Services and will be Concessionaire's primary contact for all Services under this Contract.

Concessionaire must not remove such Concession Manager from providing the Services

contemplated by this Contract; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of the Contract. Authority will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the Concession Manager being replaced. Concessionaire will not make any personnel changes of the Concession Manager until written notice is made to and approved by Authority's Vice President of Concessions and Commercial Parking or designee.

## **V. ASSIGNED AREAS**

### **V.A Assigned Areas Description**

Authority hereby assigns to Concessionaire and Concessionaire hereby agrees to accept from Authority the Assigned Areas within the Airport Terminals as listed and depicted in Exhibit B, Assigned Areas of Automated Mail Service, including any improvements to be made or modifications to be made thereto. No part of the Airport Terminals or any location on the Airport or Authority-owned property shall be part of the Assigned Areas unless listed in Exhibit B.

### **V.B Additions to and Deletions from the Assigned Areas**

Authority and Concessionaire may, during the Term and by mutual agreement, add additional space(s) or delete space(s) from the Assigned Areas. All space(s) added to the Assigned Areas pursuant to this Section shall be subject to all the terms, conditions, and other provisions of this Contract. The Parties agree to modify Exhibit B, Assigned Areas of Automated Mail Service as necessary to incorporate other Services to the Assigned Areas and space deletions from the Assigned Areas by letter, executed by the Vice President of Concessions and Commercial Parking or designee, and acknowledged by Concessionaire, without need for formal amendment to this Contract.

### **V.C Reclaiming of Assigned Areas for Airport Purposes**

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

Authority shall exercise such right to reclaim by giving Concessionaire not less than ninety (90) days prior written Notice of Intent to Reclaim Assigned Areas specifying the effective date of the reclaiming and identifying Replacement Assigned Areas, if any. Concessionaire shall, by written notice given to Authority no later than thirty (30) days after receipt of Notice of Intent to Reclaim Assigned Areas, notify Authority of its acceptance of the Replacement Assigned Areas, if any,

whereupon, as of the effective date provided in the Authority Notice of Intent to Reclaim Assigned Areas:

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

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

If no Replacement Assigned Areas are available, as determined solely by Authority, or if Concessionaire fails to respond to Authority Notice of Intent to Reclaim Assigned Areas within thirty (30) days after receipt of such notice or otherwise rejects the Replacement Assigned Areas, or if Authority deems the Services, use(s) or concept(s) are not appropriate at the Replacement Assigned Areas, then this Contract as it relates to the Assigned Areas or portion(s) thereof being reclaimed will terminate on the effective date provided in the Notice of Intent to Reclaim Assigned Areas and provisions of this Contract related to termination shall apply.

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

#### **V.D Minor Modifications to Assigned Areas**

Authority shall have the right to make minor modifications to any portion of the Assigned Areas at the sole discretion of Authority to accommodate Airport operations, security renovations, maintenance, or other work to be completed in the Airport Terminals. Minor modifications are subject to all provisions in the Additions to and Deletions from Assigned Areas Section above.

#### **V.E Ingress and Egress**

Concessionaire will have the right of ingress to and egress from the Airport and the Assigned Areas for Concessionaire’s officers, authorized officials, employees, agents, and invitees, including customers, suppliers of materials, furnishers of Services, equipment, vehicles, machinery and other property. Right of ingress and egress will be subject to FAA Regulations, as

amended, applicable laws, and Authority Rules and Regulations and Operating Directives.

#### **V.F Assigned Areas Acceptance As Is**

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

#### **V.G No Warranty of Economic Viability**

Authority makes no warranty, promises or representations as to the economic viability of the Assigned Areas or Concessionaire's business concept(s) or any other matter pertinent to the potential or likelihood for success or failure of Concessionaire's business operations. Concessionaire acknowledges that airline gate usage and other aspects of Airport operations are subject to change during the Term without notice and that the Authority makes no warranty regarding the location of airline gate usage. Except as is specifically set forth herein, Authority shall not, by virtue of the existence of this Contract, be constrained in connection with its operation of the Airport.

### **VI. TERM**

#### **VI.A Term**

This Contract shall be effective and binding upon the Parties as of the Effective Date. The Term of this Contract begins on May 3, 2022 and continues through May 2, 2025 as stated in the Definitions Article above, unless sooner terminated as herein provided.

#### **VI.B Renewal Options**

This Contract may be renewed at the same terms and conditions hereunder for two, one-year renewal periods at the discretion of the CEO or designee, unless terminated earlier as provided herein. Such renewal will be effective by issuance of a written letter to Concessionaire by CEO. If such renewal options are exercised, this Contract will have a final termination date of May 2, 2027.

#### **VI.C Holdover**

Any occupancy of Assigned Areas by Concessionaire with the written consent of Authority after the Expiration Date of this Contract shall be on a month to month basis with all provisions of this Contract, including fees and charges, remaining in place until such time that Authority gives notice to Concessionaire to surrender the Assigned Areas. Notice to surrender Assigned Areas

will be provided not less than thirty (30) days prior to the anticipated surrender date.

Any occupancy of Assigned Areas by Concessionaire after the termination of this Contract without the written approval of Authority constitutes a month-to-month lease on the same terms and conditions as this Contract. Concessionaire must pay the Percentage Fee for the entire holdover period for that portion of Assigned Areas where this Contract has expired or been terminated. No occupancy of any portion of the Assigned Areas by Concessionaire after the expiration or other termination of this Contract with respect to such portion of the Assigned Areas extends the Term, except as a holdover tenancy. In the event of such holdover tenancy, Concessionaire shall indemnify Authority against all damages arising out of Concessionaire's holdover tenancy, including but not limited to, any costs incurred by Authority to evict Concessionaire, and all insurance policies required to be obtained and maintained by Concessionaire as set forth in this Contract shall continue in full force and effect.

#### **VI.D Rights and Obligations upon Expiration or Termination**

Concessionaire shall, upon termination of this Contract, with or without cause, surrender the Assigned Areas to Authority peaceably, quietly and in as good order and condition as the same now are or may be hereafter improved by Concessionaire or Authority, reasonable use and wear thereof and damage by casualty, which damage Concessionaire did not cause and is not required to repair or restore, excepted. Concessionaire shall remove all equipment and signage. Authority shall be entitled to exercise the non-judicial remedy of restricting Concessionaire's access to the Assigned Areas as a means of enforcing Authority right of possession, including without limitation, the de-activation of Concessionaire's security badges or credentials; and this right of de-activation shall not, and legally cannot, limit or otherwise affect Authority governmental police powers to de-activate security credentials for security or other governmental reasons.

Upon expiration or termination of this Contract, subject to the Authority Lien described below, all furniture, fixtures and equipment installed by Concessionaire will become the property of the Authority. Authority may direct Concessionaire to remove and dispose of furniture, fixtures and equipment installed by Concessionaire and Concessionaire brand proprietary property, inventory and other personal property at Concessionaire's sole expense. Concessionaire will remove and dispose of such furniture, fixtures and equipment and leave the Assigned Areas in broom clean condition. Any damage to the Assigned Areas caused by Concessionaire's removal of such furniture, fixtures, equipment or property shall be immediately repaired by Concessionaire at Concessionaire's expense and to the satisfaction of Authority. Notwithstanding the foregoing, if Concessionaire fails to remove such furniture, fixtures, equipment or property within ten (10) days from the date of expiration or termination of this Contract, then Concessionaire shall be deemed to have abandoned same and Authority shall have the right, at its option, and in its sole discretion, to take title to said furniture, fixtures, equipment and/or property and sell, contract, salvage, or dispose of the same in any manner permitted by law. Concessionaire shall have no right, interest or claim in or to any proceeds of the sale or other disposition of such items. Any net expense Authority incurs in disposing of such items shall be immediately reimbursed by Concessionaire. No act by Authority shall be deemed an acceptance of a surrender of the Assigned Areas. No acceptance of a surrender of the Assigned Areas shall be valid unless it is in

writing and signed by Authority.

#### **VI.E End of Term Transition**

During the final year of this Contract, Authority reserves the right to award and transition to a new contract for Automated Mail Service upon termination of this Contract that may include rights to the Assigned Areas or portions thereof. If Concessionaire is not selected for the new contract, Authority will notify Concessionaire in writing of the exact dates of the Transition Period. Concessionaire will cooperate fully with Authority and Concessionaire's successor to ensure an effective and efficient transition of the Assigned Areas and concession operations to the successor. Concessionaire acknowledges its responsibility to continuously perform the Concession in a First Class manner during the transition to the successor.

#### **VI.F Early Termination**

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

### **VII. FEES, REPORTING, AND ACCOUNTING RECORDS**

#### **VII.A Percentage Fee**

Concessionaire shall pay a Percentage Fee of eleven percent (11%) of annual Gross Receipts during the Term of this Contract.

#### **VII.B Payment of Percentage Fee**

Concessionaire's Percentage Fee will be paid in monthly installments for the preceding month on or before the tenth (10th) business day of each calendar month following the Statement of Gross Receipts beginning on May 3, 2022. Authority may revise the format of the Statement of Gross Receipts during the Term. Said statement, a sample of which is attached hereto in Exhibit C, Statement of Gross Receipts, is to be signed by an authorized management officer of Concessionaire.

#### **VII.C Gross Receipts**

For purposes herein, Gross Receipts shall include any and all charges, fees or other revenue charged by Concessionaire for all Services and advertising at or relating to Automated Mail Services. Charges and fees shall consist of all revenues received or realized by or accruing to Concessionaire or the value of all "in kind" goods or Services received from all sales, for cash or credit, or all goods and Services provided including all fees received by Concessionaire from subcontractors or agents, regardless of when or where the order therefore is received or delivered, whether on a cash basis or credit; however, Concessionaire may deduct the amount of

any sales tax or other excise tax imposed upon the customer and billed to the customer as a separate item and which are collected by the Concessionaire as agent for the taxing authority imposing the tax and which are payable directly to the taxing authority by Concessionaire. No exclusion shall be allowed for taxes levied on Concessionaire's activities, facilities, equipment, real or personal property, payroll taxes, income taxes, or other charges which recoup operating costs.

Within ten (10) business days after the end of each month of the Term of this Contract, Concessionaire will submit to Authority, with detail satisfactory to the Authority, a statement of its Gross Receipts during the preceding month. Said statement, a sample of which is attached hereto in Exhibit C, Statement of Gross Receipts, is to be signed by an authorized management officer of Concessionaire. Concessionaire will remit to the Authority with each monthly statement that amount of the Percentage Fee payments due for that month.

#### **VII.D Failure to Make Timely Payments**

Without waiving any other right or action available to Authority, in the event Concessionaire is delinquent in the payment of fees or charges hereunder or rightly due and owing by an audit of Concessionaire's books and records as provided in the Authority Right to Perform Audits, Inspections, or Attestation Engagements Section below, and in the event Concessionaire is delinquent in paying to Authority any such fees or charges for a period of seven (7) days after the payment is due, Authority reserves the right to charge Concessionaire a penalty of \$250 per day, for each day Concessionaire is late submitting such payment.

In the event of a dispute as to the amount to be paid, Authority shall accept the sum tendered without prejudice and, if a deficiency is determined to exist, interest shall apply only to the deficiency.

The right of Authority to require payment of interest and the obligation of Concessionaire to pay same shall be in addition to and not in lieu of the right of Authority to enforce other provisions herein, including termination of this Contract, and to pursue other remedies provided by law.

The failure of Authority to take action in the event of a delinquent payment or series of payments shall in no way waive the right of Authority to take action at a subsequent time. Authority expects all fees and charges to be paid on time and Concessionaire agrees to pay on time.

Notwithstanding other provisions of this Contract, and without limiting the other provisions of this Contract concerning, among other things, events deemed to constitute default of Concessionaire, Authority may, in Authority reasonably exercised discretion, terminate this Contract upon written notice to Concessionaire if (i) there are recurring instances in which Concessionaire's payments required hereunder are not timely or are insufficient to cover sums actually due and payable; or (ii) Concessionaire fails to maintain adequate records and accounts reflecting its business operations related to Exhibit C, Statement of Gross Receipts and calculation of Gross Receipts under this Contract; or (iii) Concessionaire fails or refuses to submit



the formal supporting paperwork as required herein.

## **VII.E Authority Lien**

Authority shall have a lien upon all Equipment and personal property of Concessionaire placed in or on the Assigned Areas, to the extent permitted by law, for the purpose of securing the payment of all sums of money that may be due to Authority from Concessionaire under this Contract.

This lien shall supersede any other lien including any lien created in connection with Concessionaire's financing. Concessionaire is prohibited from pledging any Equipment and/or personal property without prior, written permission of the Authority.

## **VII.F Record Keeping, Reports, Annual Audit, and End of Year Adjustment**

A. Generally Accepted Accounting Principles. Concessionaire shall prepare and maintain, in accordance with Generally Accepted Accounting Principles, complete and accurate books and records that include all financial transactions in the performance of this Contract.

Concessionaire's system of accounts shall allow each Assigned Area to be distinguished from all other Assigned Areas. Concessionaire shall maintain source documents sufficient to support its books, records, and reports. All monies related to this Contract shall be deposited to and paid from a business bank account(s), the records for which shall be subject to review and audit in accordance with the provisions hereof.

B. Annual Audit. No later than ninety (90) days after the end of each Contract Year during the Term, Concessionaire shall, at its sole cost and expense, provide an annual audit report by an independent Certified Public Accountant, licensed in the State of Florida and acceptable to Authority, of Concessionaire's monthly Gross Receipts and the amounts paid to Authority as a Percentage Fee for the subject Contract Year, or part thereof (Annual Report). There may be no limitation on the scope of the engagement that would preclude the auditor from expressing an unqualified opinion as to the correctness and completeness of the reported Gross Receipts. The engagement will include a Schedule of Gross Receipts and Percentage Fees for each month of the Concessionaire's operations in this Contract Year, prepared in accordance with the comprehensive basis of accounting defined herein and reported in a format acceptable to Authority. The engagement will be conducted in accordance with Generally Accepted Auditing Standards and shall include an opinion on whether the Schedule of Gross Receipts and Percentage Fees has been completely and accurately presented, calculated and reported according to the terms of this Contract.

Authority reserves the right to challenge any findings or conclusions of the Annual Report if it believes an error may have occurred. In such event, Authority may conduct its own audit under the provisions in the Authority Right to Perform Audits, Inspections, or Attestation Engagement section below, or may require production of the supporting documentation used to reach the finding or conclusion in question. The resolution by Authority of any dispute will be final. Delivery of an Annual Report containing a qualified opinion, or an adverse opinion, or a disclaimer of opinion as defined in the Statements on Auditing Standards, as may from time to time be

amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, or any successor board or agency thereto, will be deemed a material breach of this Contract.

If Concessionaire has paid to Authority an amount greater than Concessionaire is required to pay as Percentage Fee for a Contract Year under the terms hereof, Concessionaire shall be entitled to a credit against Concessionaire's monthly installment of the Percentage Fee for the amount of the overpayment. If Concessionaire has paid less than the amount required to be paid as Percentage Fee for such Contract Year, then Concessionaire shall pay the difference to Authority fifteen (15) days from the date of invoice.

C. Form, Frequency, and Method of Reporting. Acceptance of monthly reports and payments by Authority does not constitute agreement by Authority with the amounts reported and paid. Authority reserves the right to change the form and frequency of reports and statements, including, but not limited to, the Statement of Gross Receipts, and to require the submission by Concessionaire of other statistics and information pertaining to the Gross Receipts hereunder. Concessionaire agrees to change the form of the required reports and statements as requested by Authority and to provide any additional statistics and information Authority may request.

Authority shall have the right at any time to require that reports be delivered electronically using technology and procedures designated by Authority. If Authority instructs Concessionaire to deliver any reports and statements required hereunder by computer, e-mail, internet website, or transmission, Authority shall not be obligated to furnish Concessionaire with the equipment or systems necessary to do so.

## **VII.G Payment Method and Statement Filing**

Concessionaire will submit all payments of Percentage Fee and all other fees and charges by Automated Clearing House electronic transfers. Reports and statements required to be filed by this Contract shall be delivered to [Receivables@TampaAirport.com](mailto:Receivables@TampaAirport.com).

## **VII.H Form of Payment**

All payments due under this Contract shall be paid in lawful money of the United States of America. Authority may accept payment without prejudice to its right to recover the balance of said amount due and to pursue any other remedies in this Contract or otherwise.

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

Notwithstanding Concessionaire's requirement to submit the Annual Report set forth herein, Authority, or its representative, will have the right through the expiration of the third year after the expiration or termination of this Contract and at all reasonable times, to review all books, records, and contracts of Concessionaire and where applicable, all individuals or other business entities who are Party to this Contract, to substantiate the accuracy of reported Gross Receipts and Concessionaire's compliance with other provisions of this Contract. This includes, but is not limited to, financial statements, general ledgers, sales journals, daily or periodic summary

reports, inventory and purchasing records, cash register or computer terminal tapes or reports, bank deposit slips, bank statements, cancelled checks, tax reports/returns filed with state or federal entities, discount or rebate/allowance contracts, records of refunds or voids, and joint venture or partnership contracts. Such right of examination shall include cooperation by Concessionaire personnel (including, but not limited to, cooperation in sending confirmations to Concessionaire's suppliers or others, assisting Authority in obtaining from governmental entities official copies of tax reports/returns, and disclosing all bank or other accounts into which Gross Receipts are deposited) as reasonably considered necessary by Authority, or its representative, to complete the engagement. There may be no limitation in the scope of the engagement that would hinder Authority in testing the accuracy and completeness of the reported Gross Receipts. All such books, records, and contracts shall be kept for a minimum period of five (5) years upon termination or expiration of this Contract.

Engagements will be conducted at the Airport. However, if agreed to by Authority, the engagement can be conducted at another location, in which event Concessionaire shall reimburse Authority for reasonable transportation, food and lodging costs associated with the engagement, accrued in accordance with Authority Policy and Standard Procedure relating to Travel Expenses. Concessionaire shall allow Authority representatives to photocopy any records the representatives determine to be necessary to conduct and support the engagement. Concessionaire shall provide Authority representatives with retrievals of computer-based record or transactions the representatives determine to be necessary to conduct the engagement. Concessionaire shall not charge Authority for reasonable use of Concessionaire's photocopy machine while conducting the engagement, nor for any cost of retrieving, downloading to storage media and/or printing any records or transactions stored in magnetic, optical microform or other media. Concessionaire shall provide all records and retrievals requested within seven (7) days of the request. The Parties recognize that Authority will incur additional costs if records requested 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 per 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 such damages will continue until specific performance is accomplished. This liquidated damage rate is not an exclusive remedy and Authority retains all rights, including but not limited to, its rights to elect its remedies and pursue all legal and equitable remedies. The Parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from Concessionaire's failure to comply.

If, as a result of any engagement, it is established that Concessionaire owes additional fees or charges to Authority, Concessionaire will pay such additional fees and charges and Authority may assess interest in accordance with Section VII.D If it is established that Concessionaire underreported Gross Receipts or underpaid fees related to Gross Receipts by three percent (3%) or more for the period under consideration, the entire expense of the engagement may be billed to Concessionaire. Any additional payments due shall be paid no later than Concessionaire's next payment of the monthly installment of the Percentage Fee, by Concessionaire to Authority. If it is established that Concessionaire underreported Gross Receipts or underpaid fees related to

Gross Receipts by five percent (5%) or more for the period under consideration, Authority shall be entitled to terminate this Contract for cause upon thirty (30) days' written notice, regardless of whether the deficiency is paid. If as a result of any engagement, it is established that Concessionaire has correctly reported or over reported Gross Receipts or has paid fees related to Gross Receipts equivalent to or greater than the sum due, Concessionaire shall be entitled to a credit against Concessionaire's next monthly installment of the Percentage Fee for the amount of the overpayment and the entire expense of the engagement shall be paid by Authority.

With respect to contracts entered by Concessionaire after the Effective Date of this Contract, Concessionaire will seek to include a provision providing the 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. Concessionaire agrees to comply with Section 20.055(5), Florida Statutes, and with respect to contracts entered by Concessionaire after the Effective Date of this Contract and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

## VIII. PERMITTED USES

### VIII.A Permitted Use

- A. Uses. The Assigned Areas shall be used by Concessionaire only for the purposes of performing the Concession, as further described in this Article VIII, and for such other uses as Authority may agree to in writing. Concessionaire will provide Services that allow confiscated items to be mailed, for a fee, by Airport passengers to a location outside the Airport through Authority-approved automated mail Equipment units located at the security checkpoints in specific locations. Concessionaire will provide the Automated Mail Services and other furnishings in accordance with this Contract. All of the foregoing will be provided by Concessionaire at its sole cost and expense per the terms and conditions of the Contract; there will be no charge whatsoever to the Authority.
- B. Other Services. Authority reserves the right to add or modify Services within the Assigned Areas.

### VIII.B Non-Exclusive Rights

The rights granted herein for the performance of the Concession shall be non-exclusive. Authority may, at any time, award space (existing or newly created) to other parties who may have rights or may sell goods or services similar to those non-exclusively granted herein. Authority may, in its sole discretion, grant exclusive rights to other concessionaires to sell goods or services that Concessionaire is not authorized to sell.

In the event of a dispute between Concessionaire and any other Party operating at the Airport or other Authority-approved location as to the rights of the parties under their respective contracts, Authority shall determine the rights of each Party and Concessionaire agrees to be bound by

Authority decision.

### **VIII.C Restrictions**

Nothing in this Article will be construed as authorizing Concessionaire to conduct any business separate and apart from this Contract or in areas other than the Assigned Areas.

Any and all rights and privileges not specifically granted to Concessionaire for its use of and operations at the Assigned Areas pursuant to this Contract are hereby reserved for and to Authority.

### **VIII.D Permits and Licenses**

Concessionaire will obtain and maintain throughout the Term all permits, certificates, licenses, or other authorizations required in connection with the operation of the Concession. Copies of all required permits, certificates, licenses, or other authorizations will be appropriately displayed within the Assigned Areas and forwarded to Authority upon issuance and each renewal.

## **IX. TAXES**

Concessionaire will bear, at its own expense, all costs of operating its business including all applicable sales, use, intangible and ad valorem taxes of any kind, against Concessionaire's Assigned Areas, the real property and any improvements thereto, Equipment and other personal property used in the performance of the Concession or leasehold estate which are created herein, or which result from Concessionaire's occupancy or use of the Assigned Areas or assessed on any payments made by Concessionaire hereunder, whether levied against Concessionaire or Authority. Concessionaire will also pay any other taxes, fees, or assessments against the Assigned Areas or leasehold estate created herein. Concessionaire will pay the taxes, fees, or assessments reflected in a notice Concessionaire receives from the Authority within 30 days after Concessionaire's receipt of that notice or within the time period prescribed in the tax bill. Authority will attempt to cause the taxing authority to send the applicable tax bills directly to Concessionaire and Concessionaire will remit payment directly to the taxing authority, in such instance. Concessionaire may reserve the right to contest such taxes, fees, or assessments and withhold payment upon written notice to Authority of its intent to do so, so long as the nonpayment does not result in a lien against the real property or any improvements thereon or a direct liability on the part of Authority. Concessionaire shall pay to Authority, with each payment of the Percentage Fee to Authority, all sales or other taxes which may be due with respect to such payments, and upon receipt, Authority shall remit such taxes to the applicable taxing authorities.

## **X. QUALITY ASSURANCE**

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

## XI. OPERATIONS, PERFORMANCE STANDARDS, AND PRICING

### XI.A Authority Right to Monitor Performance

A. Performance Audits. It is the intention of Authority that Concessionaire's business be conducted in a manner so as to meet the needs of Airport patrons and employees and in a manner that will reflect positively upon the Concessionaire and Authority. The Concessionaire shall equip, organize and efficiently manage the Concession to provide First Class service and equipment in a clean, attractive and pleasant atmosphere at all Assigned Areas.

Authority in its sole discretion shall have the right to raise reasonable objections to the condition and quantity of the Equipment located in the Assigned Areas, and to require any such conditions or practices objectionable to Authority to be promptly remedied by Concessionaire. If requested by Concessionaire, Authority shall submit its objections in writing and provide Concessionaire an opportunity to reply to the objections. Such reply will be given consideration by Authority.

Authority reserves the right to conduct periodic performance audits of the Assigned Areas to assure that all of the operational, safety and compliance standards of this Contract are consistently performed by Concessionaire. Concessionaire acknowledges that performance audits will be conducted by Authority, or its representative, and hereby agrees to cooperate with all performance audits.

1. Performance audits may include minimum objective standards in any or all of the areas of (i) equipment quality; (ii) customer service; and (iii) cleanliness and maintenance. If Concessionaire fails to meet minimum standards in any of these areas, Authority may, at its discretion, assess fines as set forth in Section XI.H, Failure to Comply with Performance Standards.

2. In order to assure consistent adherence to performance standards throughout the Term, the Authority will use a rolling 12-month cycle in the recording of incidents of failure to meet standards. Authority reserves the right to assess fines for violations of performance standards as set forth in Section XI.H, Failure to Comply with Performance Standards.

3. Repeated violations and deficiencies in performance by Concessionaire may be cause, at Authority sole discretion, to terminate this Contract.

B. Annual Review. No later than ninety (90) days after the end of each Contract Year of the Term, Concessionaire and Authority will meet to review and evaluate the customer service, equipment

and operational performance of each Assigned Area. During the course of the review, Authority may determine, in its sole discretion, that the performance of one or more of the Assigned Areas is unsatisfactory.

## **XI.B Operating Procedures and Standards**

A. Authority Requirements. The use by Concessionaire of the Assigned Areas and the rights herein conferred upon Concessionaire shall be subject to Authority Rules and Regulations and Operating Directives as are now or may hereafter be prescribed by Authority through the lawful exercise of its powers.

B. Additional Compliance. Concessionaire shall comply with all applicable governmental laws, ordinances, regulations, codes and permits in the conduct of its operations under this Contract including, but not limited to, TSA regulations regarding procedures.

## **XI.C Quality of Equipment and Services**

Concessionaire shall ensure that all customers are provided First Class Equipment and Services, and Concessionaire shall have at all times of operation a sufficient supply of Equipment at each Assigned Area to meet the demand of customers.

If Authority identifies any deficiencies with respect to the operations, including, without limitation, quality and quantity of Equipment, Concessionaire shall be notified in writing by Authority and shall correct, or cause to be corrected, such deficiency within seven (7) days, unless Authority authorizes in writing a longer period. If Concessionaire fails to correct within seven (7) days after written notice is given by Authority, Authority may assess fines as described in Section XI.H.

## **XI.D Cleaning and Routine Maintenance**

A. General Obligations. Concessionaire shall ensure that the Concession is maintained and operated in a First Class manner and that the Equipment is kept in a safe, clean, orderly and inviting condition at all times in a manner satisfactory to Authority. To comply with these requirements, Concessionaire must regularly review or cause to be reviewed the Assigned Areas and its operations at the Airport.

B. General Maintenance. Concessionaire will provide at its own expense such janitorial and cleaning services and supplies as may be necessary in the operation and maintenance of the Assigned Areas. Concessionaire also agrees to maintain all Advertisements and keep the Assigned Areas clean, neat and attractive in appearance.

Concessionaire agrees to maintain and make necessary general repairs to all Equipment placed or installed in the Assigned Areas.

C. Repairs. All repairs done by Concessionaire or on its behalf will be of First Class quality in both materials and workmanship. All repairs will be made to conform to the rules and regulations prescribed from time to time by federal, state or local authorities having jurisdiction over the

work in Concessionaire's Assigned Areas, including the Authority.

D. Routine Refurbishment. On or about the commencement of each Contract Year, representatives of Authority and Concessionaire shall tour the Assigned Areas and jointly agree upon what, if any, routine refurbishment is required to maintain the Assigned Areas in First Class condition. Concessionaire shall promptly undertake such refurbishment at its sole cost and expense. If Concessionaire and Authority cannot jointly agree upon the type and extent of refurbishment, Authority may determine, in its sole discretion, the refurbishment required. For purposes of this Section, refurbishment shall mean the replacement or repair of worn Equipment.

E. Authority Sole Judge of Maintenance. Authority shall be the sole judge of the quality of Concessionaire's maintenance of the Assigned Areas. Authority or its representative may at any time, without notice, enter the Assigned Areas to determine if maintenance satisfactory to Authority is being performed. Performance by Concessionaire of maintenance pursuant to a written maintenance plan previously approved by Authority shall be conclusive evidence of satisfactory maintenance unless Authority determines that there is a present and substantial danger or safety hazard within the Assigned Areas. If Authority determines that maintenance is not satisfactory, Authority shall notify Concessionaire in writing. Concessionaire will perform the required maintenance, to the satisfaction of Authority, within fifteen (15) days after receipt of written notice or Authority or its representative shall have the right to enter the Assigned Areas and perform the maintenance. Concessionaire agrees to promptly reimburse Authority for the costs thereof, plus an administrative fee of 15 percent (15%) of such maintenance costs.

#### **XI.E Paging, Audio, Video Systems, and Frequency Protection**

If Concessionaire installs, in accordance with the Tenant Work Permit Handbook and the Authority Concessions Design Criteria Manual (incorporated herein by reference), and with Authority approval, any type of radio transceiver or other wireless communications equipment, Concessionaire will provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the FAA for the vicinity of FAA Transmitter or Receiver facilities. Frequency protection will also be provided for all other frequency bands operating in the vicinity of Concessionaire's equipment. If frequency interference occurs as a result of Concessionaire's installation, Authority reserves the right to shut down Concessionaire's installation until appropriate remedies to the frequency interference are made by Concessionaire. Remedies may include relocation of Concessionaire's equipment to another site. The cost to remedy the frequency interference will be solely at Concessionaire's expense.

#### **XI.F Complaints**

All customer complaints referred to Concessionaire by Authority must be responded to by Concessionaire within 48 hours of notice. A written copy of Concessionaire's response shall be



delivered to Authority within the 48-hour period.

## **XI.G Prohibited Acts**

Unless approved in writing in advance by Authority, which approval is in the Authority sole discretion, Concessionaire shall not install or permit to be installed coin-operated vending machines in the Assigned Areas. Authority reserves the right to install and maintain, through independent contractors, coin-operated vending machines at the Airport including in Assigned Areas.

Concessionaire will not place excessive loads on the walls, ceilings, and floor or pavement areas of the Airport and will repair any area damaged by excessive loading to the satisfaction of Authority.

Unless approved in writing in advance by Authority, which approval is in Authority sole discretion, Concessionaire will not permit the active display or operation on the Assigned Areas of any advertisement that flies, flashes, or emits a noise or odor.

Unless approved in writing in advance by Authority, which approval is in Authority sole discretion, Concessionaire will not keep or display any merchandise on or within, or otherwise obstruct, any part of the Airport Terminals outside of the Assigned Areas. Concessionaire shall keep all service corridors, hallways, stairways, doorways, or loading docks leading to and from the Assigned Areas free and clear of all obstructions.

Concessionaire will not interfere or permit interference with the use, operation, or maintenance of Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electrical or other systems installed or located from time to time at Airport.

Concessionaire will not engage in any activity prohibited by Authority Rules and Regulations and Operating Directives as may be modified during the Term. In the event Concessionaire fails to adhere to Authority Rules and Regulations and Operating Directives or fails to prevent any other of the prohibited acts set forth in this Section, Authority may assess fines as set forth in the Failure to Comply with Performance Standards Section below until such prohibited act is ended. Moreover, if the prohibited act is not corrected as directed by Authority, Authority or its representative shall have the right to enter upon the Assigned Areas and take corrective action, and Concessionaire agrees to promptly reimburse Authority for any related costs, plus an administrative fee equal to fifteen percent (15%) of the corrective action costs.

## **XI.H Failure to Comply with Performance Standards**

- A. Violations. Concessionaire acknowledges the Authority objective to provide the public and air traveler with the level and quality of service as described herein. Accordingly, Authority has established a series of fines, as set forth in the table below, that it may assess, in its sole discretion, as liquidated damages for various violations of the provisions of this Contract and/or Authority Rules and Regulations or Operating Directives. Concessionaire and Authority agree that the fines set forth herein are reasonable, and

Concessionaire further agrees to pay to Authority such fines in accordance with the rates or in the amounts specified herein upon each occurrence of the specified violation and upon written demand by Authority. The Authority will, in its sole discretion, determine the classification of each fine as per day or per occurrence. Concessionaire further acknowledges that the fines are not exclusive remedies and Authority may pursue other remedies as allowed for in this Contract and at law, in Authority sole discretion. Authority waiver of any fine provided for in this Section shall not be construed as a waiver of the violation or Concessionaire's obligation to remedy the violation.

- B. Multiple Violations. Except for violations of requirements regarding health and safety and delivery and vendor access infraction, fines for which shall accrue immediately and without notice upon violation, all other fines shall be assessed as follows:
1. For the first and second violation of a requirement during any twelve (12)-month rolling year, the Authority will provide notice to Concessionaire to correct the violation within the time specified in the notice.
  2. For the third and subsequent violations of the same requirement during any twelve (12)-month rolling year commencing upon the first notice of violation, the fine shall be immediately assessed with no grace period.
  3. Further, after two (2) violations of the same requirement within any twelve (12)-month rolling year, Authority reserves the right, in its sole discretion, to deem the repeated violations a breach of Contract and to seek any other remedies available to it under this Contract including, but not limited to, termination.

### Performance Standard Fines

#### **Infraction Fee Schedule**

Operational Deficiencies \$100 per day until corrected to Authority satisfaction

Fees Policy Infraction

Late Reporting

Other Operational or Contractual Infractions

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**Security Infractions** \$500 per occurrence

Other Security, Badging or Safety Infractions

### **XI.I Pricing**

Concessionaire acknowledges the objective of this Contract is to provide Airport passengers, patrons and/or employees First Class services at reasonable fees. Accordingly, Concessionaire agrees that all Services sold by Concessionaire shall be comparable in price to similar or

equivalent Services at comparable airport locations within the State of Florida.

Mailing Per Use Price

Regular Item: \$15.95 + Postage

Liquid Per Bag: \$19.95 + Postage

Lighter: \$29.95

International: \$18.95 + Postage

Bag of Liquids Non-Hazardous: \$29.95

Any proposed change in the stated mailing per use price charged by Concessionaire must be approved in writing by the Vice President of Concessions and Commercial Parking or designee prior to implementation. Concessionaire must demonstrate to Authority that the proposed change in mailing per use prices are comparable with other airport locations within the State of Florida.

## **XI.J Badging and Security Requirements**

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

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

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

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

employment if that person violates such restrictions.

### **XI.K Employee Parking**

Nothing in this Contract shall be deemed to require Authority to provide parking to Concessionaire's personnel. Authority may provide parking accommodations to Concessionaire's personnel in common with employees of other concessionaires and users of the Airport subject to the payment of reasonable charges therefor as may be established from time to time by Authority. In such event, Concessionaire's personnel shall be required to park within the designated areas.

## **XII. INDEMNIFICATION**

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

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Contract;
4. Performance, non-performance or purported performance of this Contract;
5. Violation of any law, regulation, rule or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

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

B. In addition to the duty to indemnify and hold harmless, Concessionaire will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or

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

1. The presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Contract;
4. Performance, non-performance or purported performance of this Contract;
5. Violation of any law, regulation, rule or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant

by the Concessionaire or Concessionaire's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Concessionaire regardless of whether it is caused in part by Authority, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Concessionaire by a party entitled to a defense hereunder. This defense obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, and volunteers.

C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Concessionaire agrees to the following: To the maximum extent permitted by Florida law, Concessionaire will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Concessionaire and persons employed or utilized by Concessionaire in the performance of this Contract.

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

E. Concessionaire's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Contract until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and

volunteers its fully and finally barred by the applicable statute of limitations or repose.

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

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

H. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Concessionaire of any of its obligations under this Article.

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

### **XIII. TAKEOVER OF SERVICES**

Authority will have the absolute right to immediately take over the operations of the Automated Mail Service, either by itself or through others, by reason of Concessionaire's failure, for any reason whatsoever, to employ, maintain in its employ, or adequately provide for the personnel necessary to keep the Automated Mail Service open for public patronage.

### **XIV. SECURITY FOR PERFORMANCE**

#### **XIV.A Form of Security Deposit**

To secure payment for fees, charges and other payments required hereunder, Concessionaire will post with Authority a surety bond or irrevocable letter of credit drawn in favor of the Authority (Security Deposit).

The Security Deposit will be maintained throughout the Term of this Contract and any holdover or extension and will be in an amount equal to the sum of the Percentage Fee payable to Authority hereunder for a period of three (3) months. The Security Deposit will be issued by a bank or surety provider acceptable to Authority and authorized to do business in the State of

Florida, and will be in a form and content satisfactory to Authority. Each time the Security Deposit expires it shall be renewed at the amount equal to the sum of the Percentage Fee payable for a period of three months then in effect. The Concessionaire shall provide the Authority with a renewal or replacement Security Deposit no later than sixty (60) days prior to the date of expiration.

Concessionaire shall furnish the Security Deposit within ten (10) days of the Effective Date as security for the full performance of every provision of this Contract by Concessionaire. Failure to maintain the Security Deposit as set forth herein shall be an event of default hereunder.

#### **XIV.B Application of Security Deposit**

In the event Concessionaire fails to perform the payment terms and conditions of this Contract, Authority, in addition to any other rights and remedies available by law or in equity, may, at any time, apply the Security Deposit or any part thereof toward the payment of Concessionaire's obligations under this Contract. In such an event, within five days after notice, Concessionaire will restore the Security Deposit to its original amount. Authority will not be required to pay Concessionaire any interest on the Security Deposit.

#### **XIV.C Release of Security Deposit**

The release of the Security Deposit will be subject to the satisfactory performance by Concessionaire of all terms, conditions, and covenants contained herein throughout the entire Term. Upon termination of this Contract, the release of Security Deposit will not occur until all fees, charges, and other payments due to Authority are satisfied and Authority has accepted the findings of Concessionaire's audit or has successfully conducted an audit in accordance with the provisions of the Authority Right to Perform Audits, Inspections, or Attestation Engagement Section of this Contract. In the event of a dispute as to the condition of the Assigned Areas, only the amount in dispute will be retained for remedy. Authority shall release the Security Deposit without interest within 30 days of meeting the above requirements.

### **XV. INSURANCE**

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

employees are included as additional insureds.

### **XV.A Required Coverage - Minimum Limits**

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Contract will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to this Contract.

### **XV.B Commercial General Liability Insurance**

The minimum limits of insurance 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 Concessionaire under this Contract or the use or occupancy of Authority premises by, or on behalf of, the Concessionaire in connection with this Contract. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

#### Specific

General Aggregate \$1,000,000

Each Occurrence \$1,000,000

Personal and Advertising Injury Each Occurrence \$1,000,000

Products and Completed Operations Aggregate \$1,000,000

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

The minimum limits of insurance are:

Part One: "Statutory"

Part Two:

Each Accident \$1,000,000

Disease – Policy Limit \$1,000,000

Disease – Each Employee \$1,000,000

### **XV.D Business Automobile Liability Insurance**

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of



insurance covering the work performed pursuant to this Contract are:

Each Occurrence – Bodily Injury and

Property Damage Combined \$1,000,000

In the event the Supplier operates vehicle on airport operations area (AOA) used or intended to be used for aircraft landings, the minimum limits of Business Auto Liability insurance covering all owned, hired and non-owned vehicles are:

Each Occurrence – Bodily Injury and

Property Damage Combined \$10,000,000

### **XV.E Waiver of Subrogation**

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

### **XV.F Incident Notification**

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

### **XV.G Customer Claims, Issues, or Complaints**

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

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

### **XV.H Conditions of Acceptance**

The insurance maintained by Concessionaire must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Authority website at [www.TampaAirport.com](http://www.TampaAirport.com) > Learn

## XVI. NON-DISCRIMINATION

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

- A. Concessionaire will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Contract.
- B. Civil Rights. Concessionaire, with regard to the work performed by it under this Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Contract, Concessionaire, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:
  1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age

- Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
  9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Concessionaire must take reasonable steps to ensure that LEP persons have meaningful access to Concessionaire’s programs (70 Fed. Reg. at 74087 to 74100); and
  12. Title IX of the Education Amendments of 1972, as amended, which prohibits Concessionaire from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- C. In all solicitations either by competitive bidding or negotiation made by the Concessionaire for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Concessionaire of Concessionaire’s obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- D. Concessionaire will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Concessionaire is in the exclusive possession of another who fails or refuses to furnish this information, Concessionaire will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. In the event of Concessionaire’s non-compliance with the non-discrimination provisions of this Contract, Authority will impose such contractual sanctions as it or the FAA may

determine to be appropriate, including, but not limited to, withholding of payments to Concessionaire under this Contract until Concessionaire complies, and/or cancellation, termination or suspension of this Contract, in whole or in part.

- F. Concessionaire will include the provisions of Paragraphs A through E above, in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Concessionaire will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Concessionaire becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Concessionaire may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Concessionaire may request the United States to enter into such litigation to protect the interests of the United States.
- G. Concessionaire assures that, in the performance of its obligations under this Contract, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Concessionaire, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Concessionaire, if required by such requirements, will provide assurances to Authority that Concessionaire will undertake an affirmative action program and will require the same of its subconsultants.

## **XVII. AIRPORT CONCESSION DISADVANTAGED BUSINESS**

### **XVII.A Authority Policy**

Authority is committed to a policy and program for the participation of Airport Concession Disadvantaged Business Enterprises (ACDBEs) in concession-related contracting opportunities in accordance with 49 CFR Part 23, as set forth in the Authority Airport Concession Disadvantaged Business Enterprise (ACDBE) Policy and Program, incorporated herein by reference (ACDBE Program). In advancing the Authority ACDBE Program, Concessionaire agrees to ensure that ACDBEs, as defined in 49 CFR Part 23 and the Authority ACDBE Program, have a fair opportunity to participate in the performance of this Contract. Concessionaire will take all necessary and reasonable steps in accordance therewith to ensure that ACDBEs are encouraged to compete for and perform subcontracts under this Contract.

### **XVII.B Non-Discrimination and Assurance Requirements**

- A. Concessionaire and any subcontractor of Concessionaire will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract.

Concessionaire will carry out applicable requirements of 49 CFR Part 23 in the award and administration of agreements. Failure by Concessionaire to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Authority deems appropriate.

- B. This Contract is subject to the requirements of the U. S. Department of Transportation's regulations 49 CFR Part 23. Concessionaire 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 concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.
- C. Concessionaire agrees to include the statements in paragraphs (A) and (B) above in any subsequent concessions agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further.
- D. Concessionaire, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, doesn't hereby covenant and agree, (1) that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (3) that Concessionaire will fully comply with the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964) as amended from time to time.
- E. In the event of breach of an of the above nondiscrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, Authority will have the right to terminate this Contract and to re-enter as if said Contract had never been made or issued. The provision will not e effective until the procedures of Title 49 CFR part 21 are followed and completed, including exercise or expiration of appeal rights.

### **XVII.C ACDBE Participation and Compliance**

- A. ACDBE Goal. No specific goal for ACDBE participation has been established for this Contract. Concessionaire will make a good faith effort, in accordance with Authority's ACDBE Program, throughout the Term of this Contract, to contract with ACDBE firms certified under the Florida Unified Certification Program pursuant to 49 CFR Part 26 in the performance of this Contract.
- B. ACDBE Termination and Substitution. Concessionaire will not terminate an ACDBE for convenience without Authority prior written consent. If an ACDBE is terminated by Concessionaire with Authority consent or, if an ACDBE fails to complete its work on this Contract for any reason, Concessionaire must make good faith efforts, in accordance with the requirements of 49 CFR Part 23.25(e) (1) (iii) and (iv), to find another ACDBE to

substitute for the original ACDBE to provide the same amount of ACDBE participation.

- C. Monitoring. Authority will monitor the compliance and good faith efforts of Concessionaire in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Concessionaire and the ACDBE participants, and other records pertaining to the ACDBE participation plan, which Concessionaire will maintain for a minimum of three (3) years following the termination of this Contract. The extent of ACDBE 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 ACDBE requirement is warranted. Without limiting the requirements of this Contract, Authority reserves the right to review and approve all sub-leases or subcontracts utilized by Concessionaire for the achievement of these goals.

## **XVIII. DEFAULT, REMEDIES, AND TERMINATION RIGHTS**

### **XVIII.A Events of Default**

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

- A. The failure or omission by Concessionaire to perform its obligations under this Contract or the breach of any terms, conditions and covenants required herein.
- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Contract, failure to perform any of the provisions of this Contract, or any other agreement between Authority and Concessionaire, and Concessionaire's failure to discontinue that business or those acts within ten (10) days of receipt by Concessionaire of Authority written notice to cease said business or acts.
- C. The divestiture of Concessionaire's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- D. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Concessionaire's assets; or the insolvency of Concessionaire; or if Concessionaire will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof, including the filing by Concessionaire of a voluntary petition of bankruptcy or the institution of proceedings against Concessionaire for the adjudication of Concessionaire as bankrupt pursuant thereto.
- E. Concessionaire's violation of Florida Statute Section 287.133, concerning criminal activity

on contracts with public entities.

### **XVIII.B Authority Remedies**

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

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

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

### **XVIII.C Concessionaire's Remedies**

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

Authority, preventing Concessionaire from operating its business for a period of ninety (90) consecutive days, provided, however that such inability or such order, rule or regulation is not due to any fault or negligence of Concessionaire.

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

#### **XVIII.D Continuing Responsibilities of Concessionaire**

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

### **XIX. DISCLAIMER OF LIENS**

The interest of Authority in the Assigned Areas will not be subject to liens for any work, labor, materials or improvements made by or for Concessionaire to the Assigned Areas, whether or not the same is made or done in accordance with an agreement between Authority and Concessionaire. It is specifically understood and agreed by Concessionaire that in no event will Authority or the interest of Authority in the Assigned Areas be liable for or subject to any mechanic's, laborer's or materialmen's liens for materials furnished, improvements, labor or work made by or for Concessionaire to the Assigned Areas.

Concessionaire is specifically prohibited from pledging, liening, or otherwise encumbering any assets located at the Airport or any interest in this Contract without prior, written approval by the Authority. Concessionaire is specifically prohibited from subjecting Authority interest in the Assigned Areas to any mechanic's, materialmen's, or laborers' liens for improvements made by or for Concessionaire or for any materials, improvements or work for which Concessionaire is responsible for payment. Concessionaire will indemnify and hold Authority harmless for any expense or cost associated with any lien or claim of lien that may be filed against the Assigned Areas or Authority, including attorney fees incurred by Authority. Concessionaire will provide notice of this disclaimer of liens to all contractors or subcontractors providing any materials or making any improvements to the Assigned Areas.

In the event any construction, mechanic's, laborer's, materialmen's or other lien or notice of lien is filed against any portion of the Assigned Areas for any work, labor or materials furnished to the Assigned Areas, whether or not the same is made or done in accordance with an agreement between Authority and Concessionaire, Concessionaire will cause any such lien to be discharged of record within 30 days after notice of filing thereof by payment bond or otherwise or by posting with a reputable title Concessionaire or other escrow agent acceptable to Authority, security reasonably satisfactory to Authority to secure payment of such lien, if requested by



Authority, while Concessionaire contests to conclusion the claim giving rise to such lien.

## XX. AUTHORITY APPROVALS

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

## XXI. DATA SECURITY

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

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

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

## XXII. DISPUTE RESOLUTION

### XXII.A Claims and Disputes

- A. A claim is a written demand or assertion by one of the Parties seeking, as a matter of right, an adjustment or interpretation of this Contract, payment of money, extension of time or other relief with respect to the terms of this Contract. The term claim also includes other matters in question between Authority and Concessionaire arising out of or relating to this Contract. The responsibility to substantiate claims will rest with the party making the claim.
- B. If for any reason Concessionaire deems that additional cost or Contract time is due to Concessionaire for work not clearly provided for in this Contract, or previously authorized

changes in the work, Concessionaire will notify Authority in writing of its intention to claim such additional cost or Contract time. Concessionaire will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.

- C. Written notice of intention to claim must be made within ten (10) days after Concessionaire first recognizes the condition giving rise to the claim or before the work begins on which Concessionaire bases the claim, whichever is earlier.
- D. When the work on which the claim for additional cost or Contract time is based has been completed, Concessionaire will, within ten (10) days, submit Concessionaire's written claim to Authority. Such claim by Concessionaire, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.
- E. Pending final resolution of a claim, unless otherwise agreed in writing, Concessionaire will proceed diligently with performance of this Contract and maintain effective progress to complete the work within the time(s) set forth in this Contract.
- F. The making of final payment for this Contract may constitute a waiver of all claims by Authority except those arising from:
  - 1. Claims, security interests or encumbrances arising out of this Contract and unsettled;
  - 2. Failure of the work to comply with the requirements of this Contract;
  - 3. Terms of special warranties required by this Contract; and
  - 4. Latent defects.

## **XXII.B Resolution of Claims and Disputes**

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

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

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

pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

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

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

B. Prior to the initiation of any litigation to resolve disputes between the Parties, the Parties will make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Following negotiations, as a condition precedent to litigation, the Parties will mediate any dispute with a mediator selected by Authority. Such mediation shall occur in Hillsborough County, Florida.

C. Any action initiated by either party associated with a claim or dispute will be brought in the Circuit Court in and for Hillsborough County, Florida.

## **XXIII. NON-EXCLUSIVE RIGHTS**

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

## **XXIV. WAIVER OF CLAIMS**

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

## **XXV. LAWS, REGULATIONS, ORDINANCES, AND RULES**

Concessionaire, its officers, authorized officials, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and

regulations, Airport Rules and Regulations, Policies, Standard Procedures and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport.

## **XXVI. AIRPORT SECURITY**

Concessionaire, its officers, authorized officials, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Concessionaire or Authority by the FAA or TSA. If Concessionaire, its officers, authorized officials, employees, agents, subcontractors or those under its control fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Concessionaire will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Concessionaire within fifteen (15) days from the date of the invoice or written notice.

In the event that the FAA or its successors requires amendments, modifications, revisions, supplements, or deletions in this Contract as a condition precedent to the granting of funds for the improvement of the Airport, Concessionaire agrees to consent to such amendments, modifications, revisions, supplements, or deletions to this Contract as may be reasonably required to obtain such funds; provided, however, that in no event will Concessionaire be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

## **XXVII. CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW**

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

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

- A. Keep and maintain public records required by Authority in order to perform the Services

contemplated by this Contract.

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

## **XXVIII. PROPERTY RIGHTS RESERVED**

This Contract shall be subordinate to the provisions of any existing or future contracts between the Authority (or its predecessor or successor) and the United States of America, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to the Authority (or its predecessor or successor) of Federal funds for the development of the Airport (Grant Assurances). In the event that this Contract, either on its own terms or by any other reason, conflicts with or violates such Grant Assurances, the Authority has the right to amend, alter or otherwise modify the terms of this Contract in order to resolve such conflict or violation and Concessionaire shall not withhold its consent to such amendments, alterations or modifications.

## **XXIX. CONTRACT MADE IN FLORIDA**

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

## **XXX. NOTICES AND COMMUNICATIONS**

All notices or communications whether to Authority or to Concessionaire pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day

after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO AUTHORITY:

(MAIL DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY

TAMPA INTERNATIONAL AIRPORT

P.O. BOX 22287

TAMPA, FLORIDA 33622-2287

ATTN: CHIEF EXECUTIVE OFFICER

OR

(HAND DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY

TAMPA INTERNATIONAL AIRPORT

4160 GEORGE J. BEAN PARKWAY

SUITE 2400, ADMINISTRATION BUILDING

TAMPA, FLORIDA 33607-1470

ATTN: CHIEF EXECUTIVE OFFICER

TO COMPANY:

(MAIL DELIVERY)

MAIL SAFE EXPRESS, INC.

PO BOX 3022

HUNTERSVILLE, NC 28078-3022

ATTN: HEATHER LOWRY, OWNER

OR

(HAND DELIVERY)

MAIL SAFE EXPRESS, INC.

18701 NAUTICAL DRIVE, #101

CORNELIUS, NC 28031

ATTN: HEATHER LOWRY, OWNER

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

If notice is sent through a mail system, a verifiable tracking documentation such as a certified

return receipt or overnight mail tracking receipt is required.

### **XXXI. RIGHT TO DEVELOP AIRPORT**

It is covenanted and agreed that Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of Concessionaire or its subcontractors and without interference or hindrance.

### **XXXII. RIGHT OF FLIGHT**

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

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

### **XXXIII. SUBORDINATION OF AGREEMENT**

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

### **XXXIV. SUBORDINATION TO TRUST AGREEMENT**

This Contract and all rights of Concessionaire hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Authority to secure bonds issued by, or other obligations of, Authority. The obligations of Concessionaire hereunder may be pledged, transferred, hypothecated, or

assigned at any time by Authority to secure such obligations. Conflicts between the terms of this Contract and the provisions, covenants and requirements of the debt instruments mentioned above will be resolved in favor of the provisions, covenants and requirements of such debt instruments.

## **XXXV. ASSIGNMENT AND SUBCONTRACTING**

Concessionaire may not assign, subcontract and/or sublease its rights, interests or obligations in whole or in part under this Contract without the prior written consent of Authority in the Authority sole and absolute discretion. Subject to the terms and conditions set forth in this Section, and only after it has received Authority written approval and consent, Concessionaire shall be permitted to subcontract with respect to all or any portions of the Assigned Areas.

Each Party to a subcontract and each subcontract, and any contemporaneous or subsequent addendum, amendment, modification or other agreement relating to any such subcontract, must be approved in advance by Authority. The subcontract must contain substantially the same business terms and conditions as those found in this Contract, and the subcontract must acknowledge the existence of this Contract and that the subcontracting parties are bound by the terms and conditions of this Contract, and state that the subcontracting parties shall comply with the satisfy the requirements and obligations of Concessionaire hereunder. All fees, charges, or other monies due and payable hereunder which are, pursuant to any subcontract, to be paid by a subcontractor shall not be marked-up by Concessionaire. Sublessees must independently operate any subcontracted Assigned Areas and adhere to and comply with all of the terms, conditions, requirements, restrictions, obligations and standards set forth herein, including without limitation, all audit standards incorporated herein.

## **XXXVI. APPLICABLE LAW AND VENUE**

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

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

## **XXXVII. SCRUTINIZED COMPANIES**



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

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

## **XXXVIII. RELATIONSHIP OF THE PARTIES**

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

## **XXXIX. FEDERAL RIGHT TO RECLAIM**

In the event a United States governmental agency demands and takes over the entire facilities of the Airport or the portion thereof wherein the Assigned Areas are located, for public purposes, for a period in excess of 90 consecutive days, then this Contract will terminate and Authority will be released and fully discharged from any and all liability hereunder. In the event of such termination, Concessionaire's obligation to pay the Percentage Fee will cease; however, 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.

## **XL. PROPERTY DAMAGE**

### **XL.A Partial Damage**

In the event all or a portion of the Assigned Areas are partially damaged by fire, explosion, the elements, a public enemy, Act of God, or other casualty, but not rendered unusable, Concessionaire will give Authority immediate notice thereof, and Authority will make the repairs within a reasonable period of time, at its own cost and expense.

### **XL.B Extensive Damage**

In the event damages as referenced in Paragraph A above are so extensive as to render all or a

significant portion of the Assigned Areas unusable, but capable of being repaired as determined in Authority sole discretion within one hundred twenty (120) days, Concessionaire will give Authority immediate notice thereof, and Authority will make the repairs with due diligence, at its own cost and expense.

#### **XL.C Complete Destruction**

In the event the Assigned Areas are completely destroyed by fire, explosion, the elements, a public enemy, Act of God, or other casualty or are so damaged as to render the entire Assigned Areas unusable and the Assigned Areas cannot be repaired as determined in Authority sole discretion within one hundred twenty (120) days, Concessionaire will give Authority immediate notice thereof, and Authority will be under no obligation to repair, replace, or reconstruct said Assigned Areas. In the event Authority elects not to repair, replace, or reconstruct said Assigned Areas, Authority will not be required to grant alternative areas and this Contract and the obligations of the Parties hereunder will terminate.

#### **XL.D Abatement of Fees, Rent, or Other Charges**

In the event of extensive damage or complete destruction as referenced in Paragraphs B and C above, the portion of the Percentage Fees attributable to unusable Assigned Areas will abate from the date of casualty until such time as Authority issues notice to Concessionaire that the unusable portion of the Assigned Areas can be re-occupied. Notwithstanding the foregoing, in the event the v are damaged or destroyed as a result of the act or omission of Concessionaire, including negligence, Concessionaire's Percentage Fees will not abate and Concessionaire will be responsible for all costs to repair or rebuild that portion of the Assigned Areas damaged or destroyed as a result of Concessionaire's act or omission.

#### **XL.E Limits of Authority Obligations Defined**

Redecoration, replacement, and refurbishment of furniture, fixtures, Equipment, and supplies will be the responsibility of and paid for by Concessionaire and any such redecoration and refurbishing or re-equipping will be of equivalent quality to that originally installed hereunder. Authority will not be responsible to Concessionaire for any claims related to loss of use, loss of profits, or loss of business resulting from any partial, extensive, or complete destruction of the Assigned Areas regardless of cause of damage.

#### **XL.F Alternate Space**

While Authority makes repairs to the Assigned Areas in accordance with the terms of this Article, Authority will make reasonable efforts to provide Concessionaire with alternate areas acceptable to Concessionaire to continue its operation.

#### **XL.G Waiver of Subrogation**

Concessionaire, for itself and on behalf of its insurers, to the fullest extent permitted by law

without voiding the insurance required by this Contract, waives all rights against Authority, members of Authority's governing body and Authority officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Concessionaire.

## **XLI. DAMAGING ACTIVITIES**

No goods or materials will be kept, stored, or used in or on the Assigned Areas that are flammable, explosive, hazardous (as defined below) or that may be offensive or cause harm to the general public or cause damage to the Assigned Areas. Nothing will be done on the Assigned Areas other than as provided in this Contract that will increase the rate of or suspend the insurance on the Assigned Areas or on any structure of the Authority. No machinery or apparatus will be used or operated on the Assigned Areas that will damage the Assigned Areas or adjacent areas; provided, however, that nothing in this Article will preclude Concessionaire from bringing or using on or about the Assigned Areas, with approval by Authority, such materials, supplies, equipment, and machinery as are appropriate or customary in the operation of Concessionaire's business under this Contract.

The term "Hazardous" will mean:

- A. Any substance the presence of which requires or may later require notification, investigation or remediation under any environmental law; or
- B. Any substance that is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant" or "contaminant" under any federal, state, or local environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Resources Conservation and Recovery Act (42 U.S.C. §6901 et seq.) and the associated regulations; or
- C. Any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise harmful and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any state of the United States, or any political subdivision within any state; or
- D. Any substance that contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or
- E. Any substance that contains polychlorinated biphenyls, asbestos or urea formaldehyde foam insulation; or
- F. Any substance that contains or emits radioactive particles, waves or materials, including,

without limitation, radon gas.

## **XLII. TIME IS OF THE ESSENCE**

Time is of the essence of this Contract.

## **XLIII. NON-DISCLOSURE**

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

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

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

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

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

## **XLIV. WAIVERS**

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or Contract herein contained, nor of the strict and prompt performance thereof by Concessionaire. No delay, failure or omission of Authority to exercise any right, power, privilege or option arising from any default nor subsequent payment of charges then or thereafter accrued, will impair any such right, power,

privilege or option, or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No notice by Authority will be required to restore or revive time as being of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Contract are cumulative and no one of them will be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option or remedy by Authority will not impair its rights to any other right, power, option or remedy.

#### **XLV. CONCESSIONAIRE TENANCY**

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

#### **XLVI. RADON GAS NOTIFICATION**

In accordance with requirements of the State of Florida, the following notification statement will be included in all agreements relating to rental of real property. This is provided for information purposes only.

RADON GAS: Radon is naturally occurring radio-active gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

#### **XLVII. AMERICANS WITH DISABILITIES ACT**

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

Authority concerning the same subject matter.

## **XLVIII. FAA APPROVAL**

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

## **XLIX. AGENT FOR SERVICE OF PROCESS**

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

## **L. INVALIDITY OF CLAUSES**

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

## **LI. SEVERABILITY**

If any provision in this Contract is held by a court of competent jurisdiction to be invalid, the

validity of the other provisions of this Contract which are severable shall be unaffected.

## LII. HEADINGS

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

## LIII. SIGNATURES

### LIII.A Signature of Parties

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

### LIII.B Counterparts

This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

## LIV. PUBLIC ENTITY CRIME

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

## LV. COMPLETE CONTRACT

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

## LVI. HAZARDOUS SUBSTANCES AND OSHA COMPLIANCE

A. No goods, merchandise or material will be kept or stored by Concessionaire 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 Authority.

- B. Concessionaire assures that all materials, equipment, and all other items used in the performance of this Contract are in compliance with Occupational Safety and Health Administration (OSHA).

## **LVII. MISCELLANEOUS**

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

## **LVIII. ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT**

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

## **LIX. ORDER OF PRECEDENCE**

In the event of any inconsistency between the terms of the body of this Contract and the attached Exhibits, the the language of the documents will control in the following order:

1. Contract
2. Exhibits

## **LX. CONTRACT CHANGES**



## **LX.A Right to Carry Out the Work or Services**

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

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

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

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

BY: \_\_\_\_\_  
Gary Harrod, Chairman

Address: PO Box 22287  
Tampa, FL 33622

Address: PO Box 22287  
Tampa, FL 33622

**LEGAL FORM APPROVED:**

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

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

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

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

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

Stamp or Seal of Notary

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

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

Personally Known OR Produced Identification  
Type of Identification Produced

Mail Safe Express, Inc.

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

Mail Safe Express, Inc.

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

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

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

(Name of person)

\_\_\_\_\_, for \_\_\_\_\_.

(type of authority)

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

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification

Type of Identification Produced

## Exhibit A

### Scope of Services

This Scope of Services outlines Authority rights and responsibilities and Concessionaire's services, Equipment and operation requirements.

#### 1.01. Authority Rights and Responsibilities

##### A. Authority Rights

Authority reserves the right to:

1. Require modifications to this Scope of Services by letter to Concessionaire without formal amendment to this Contract.
2. Remove any and all unauthorized furnishings and Equipment
3. Waive minor deviations of the Equipment specifications at its sole discretion.

##### B. Authority Responsibilities

Authority will be responsible for providing standard 110v power to Equipment.

#### 1.02. Concessionaire Responsibilities and Requirements

##### A. Services

Concessionaire will:

1. Provide, install and maintain approved Equipment in Authority Assigned Areas.
2. Empty Equipment contents and deliver contents to the United States Postal Service (Postal Service) for mailing on a daily basis.
3. Mail items deposited in the Equipment including lighters and non-hazardous liquids accepted by the Postal Service. Concessionaire will not be required to provide mail service for items that are considered illegal or prohibited by the Postal Service.
4. Clean and maintain Equipment on a daily basis.
5. Provide uninterrupted service to the traveling public including during any renovation or expansion program at the Airport.
6. Provide shipping containers of appropriate sizes and construction and supplies for the Equipment.

##### B. Equipment

###### 1. Equipment Specifications:

- a. Not be larger than 6' high, 3' wide, and 4' deep.
- b. Not weigh more than 1,200 lbs. empty and 1,300 lbs. full.
- c. Have a secure ATM-type vault depository not accessible to the public.
- d. Be a computerized system that provides customers with real-time data entry, item identification, address verification, postage printing and secure credit card validation.
- e. Be capable of receiving shipping packages up to 9 ¾" wide x 2" high.
- f. Accept and process Visa, MasterCard, and American Express credit cards for payment at the depository.

- g. Provide for tracking of all items.
- h. Record all transactions and provide receipt for shipper.
- i. Be easily deactivated and removed at the request of the Authority.
- j. Be First Class, reliable, clean and user friendly.

2. Connectivity:

Concessionaire will provide for the secure transmission of credit card data over a high- speed wireless broadband Evolution, Data Optimized (EVDO) / Code Division Multiple Access (CDMA2000, High Rate Packet Data Air Interface) System in accordance with Payment Card Industry (PCI) standards. Concessionaire will not use the Authority's Wi-Fi system. Concessionaire will arrange and pay for any service associated with the transmission.

C. Operation

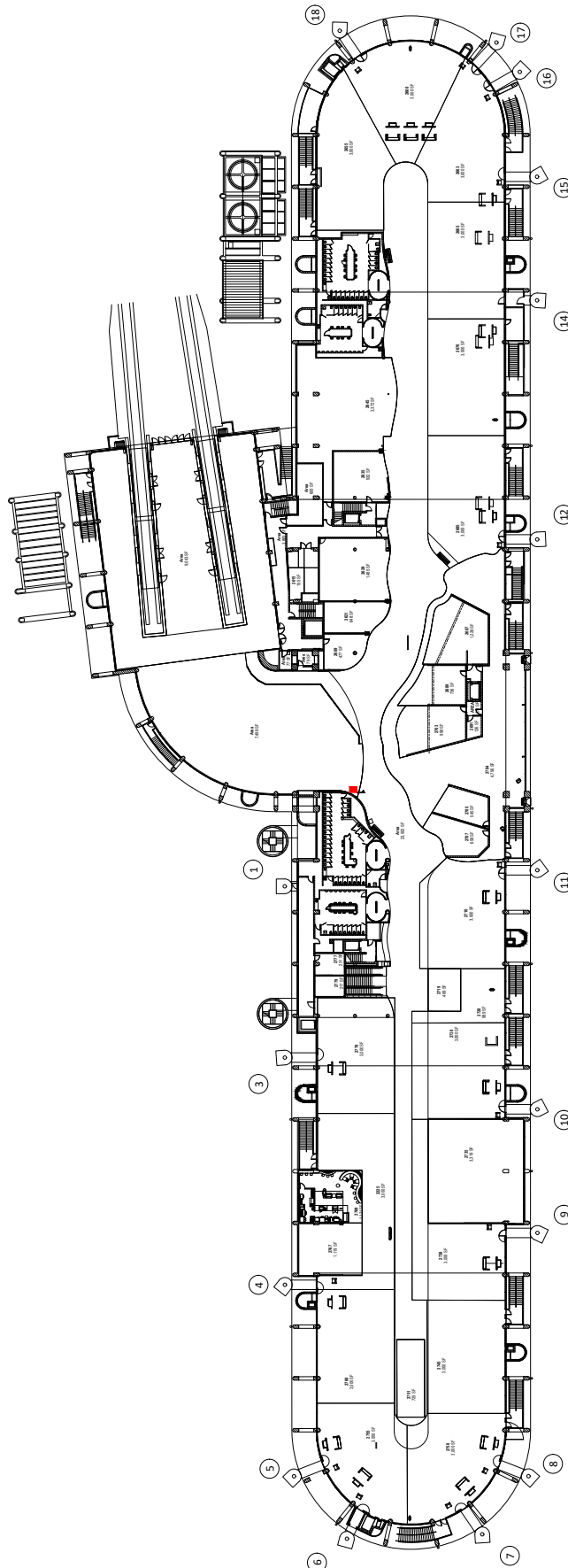
The operation of the Concession will include, at a minimum, the following:

- 1. Equipment must be operational 24 hours a day, 7 days a week.
- 2. Technical support and a designated Concessionaire representative will be provided 24 hours a day, 7 days a week via telephone to assist the public in use of the Equipment. The technical support telephone number will be listed on the front of the Equipment.
- 3. Envelopes and mailing containers, label printer rolls, and all other supplies will be stocked, as needed, to provide a continuously adequate supply.

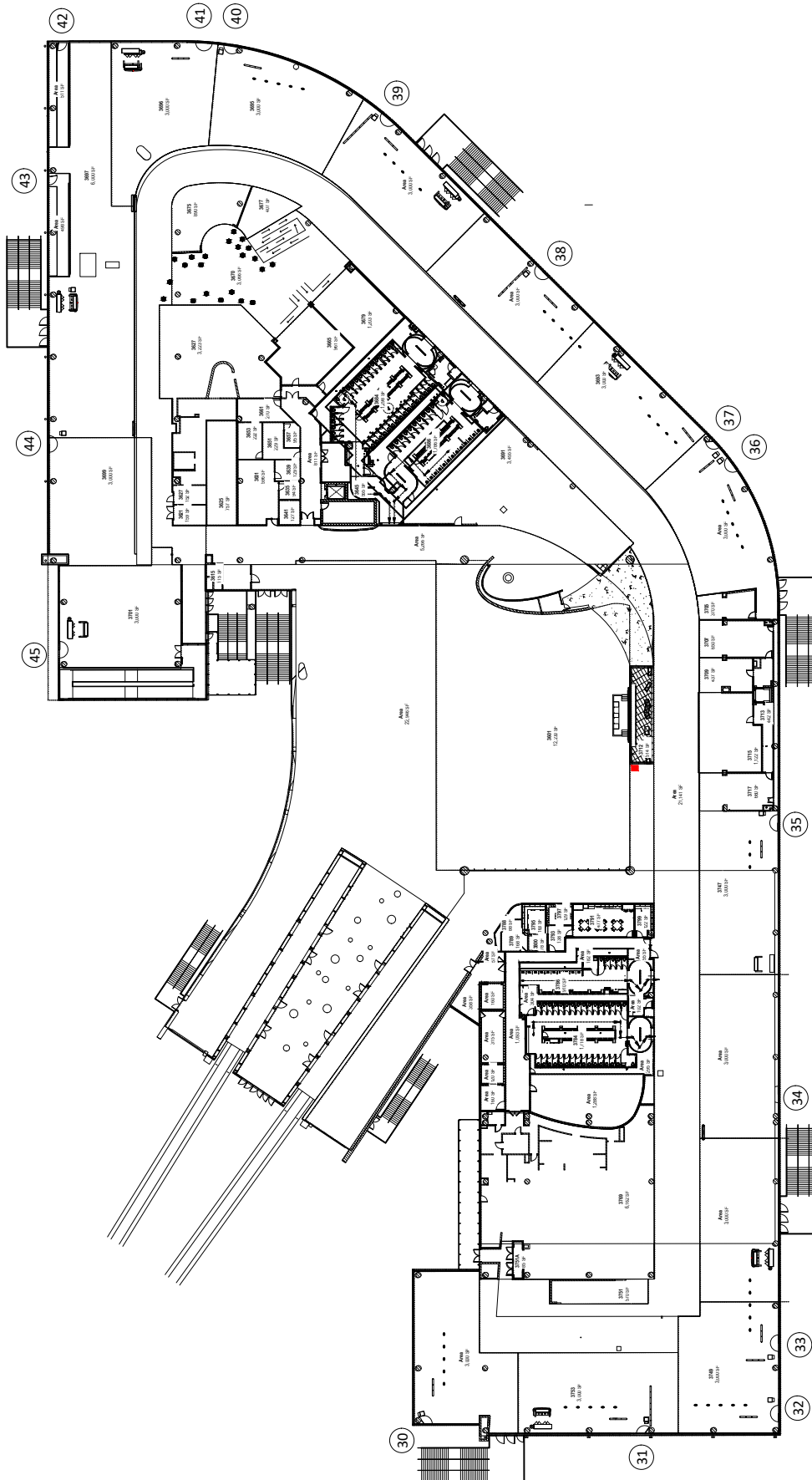
D. Installation, Repair and Non-Routine Maintenance of Equipment

- 1. Other than routine performance of maintenance, Concessionaire will coordinate with the Authority for the installation, repair and non-routine maintenance of Equipment and other elements related to Equipment.
- 2. The Authority will have the right, but not the obligation, to test and inspect the installation and operation of Equipment throughout the Term of this Contract. Concessionaire will, at its sole cost and expense, remedy any problems found, including, without limiting the foregoing, problems associated with defective design, engineering, workmanship, or failure of factory construction, materials or any component parts.
- 3. In the event Equipment or any component part is inoperative or defective, Concessionaire will make repairs as soon as possible, but in no event later than five (5) days after Concessionaire has knowledge of the condition, or will obtain approval from the Authority for any reasonable delay in completing the repair. All such repairs performed by Concessionaire or on its behalf will be of First Class quality in both materials and workmanship.
- 4. Except as otherwise specifically provided herein, Concessionaire will bear, at its own expense, all standard operating and maintenance costs for Equipment, including supplies and any other materials necessary for the operation of Equipment.

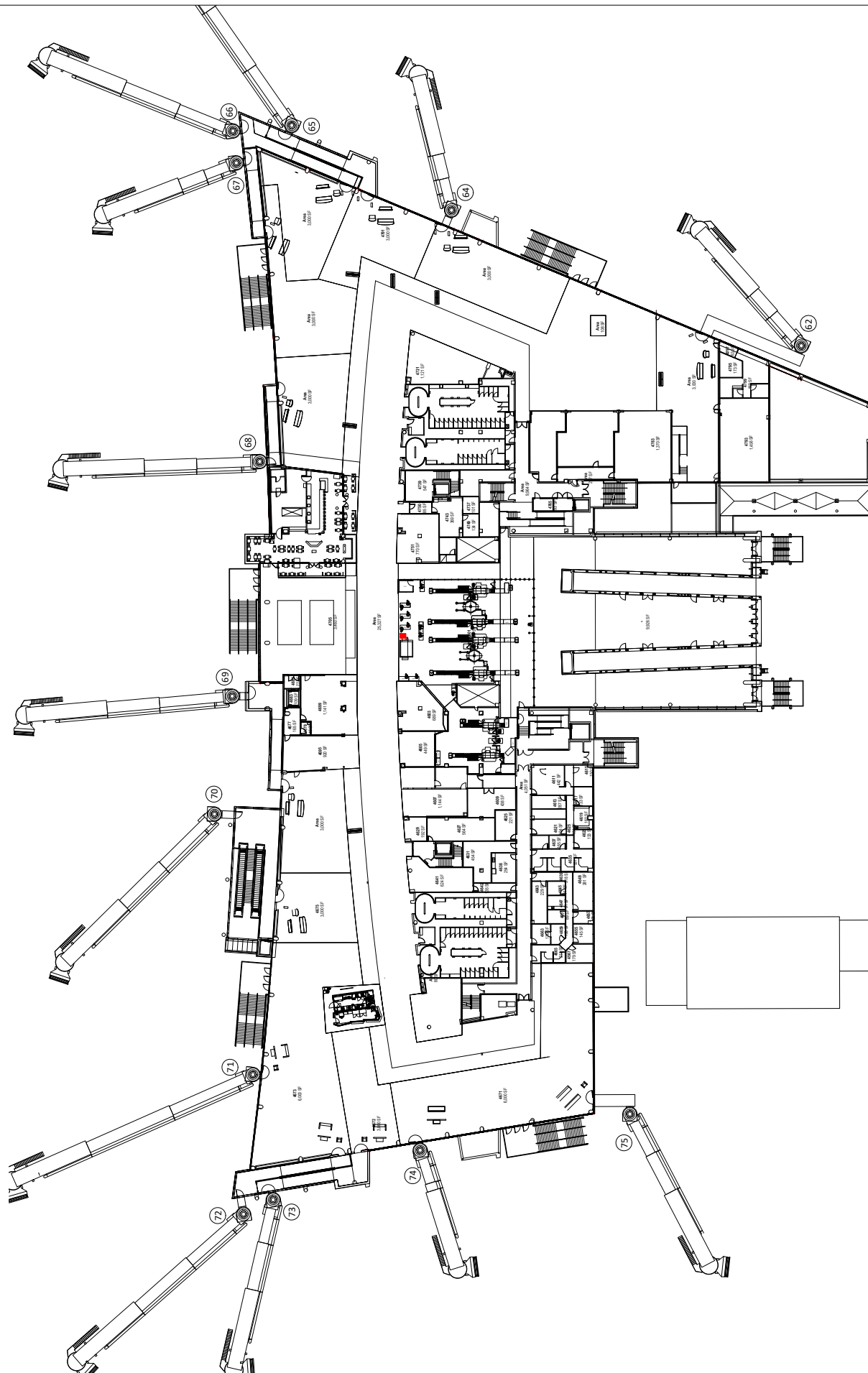
Exhibit B  
Assigned Areas of Automated Mail Service



The security information contained in this document is exempt from disclosure under the Florida Public Records Act, including but not limited to, Florida Statute sections §119.071, §281.301 and §331.22.

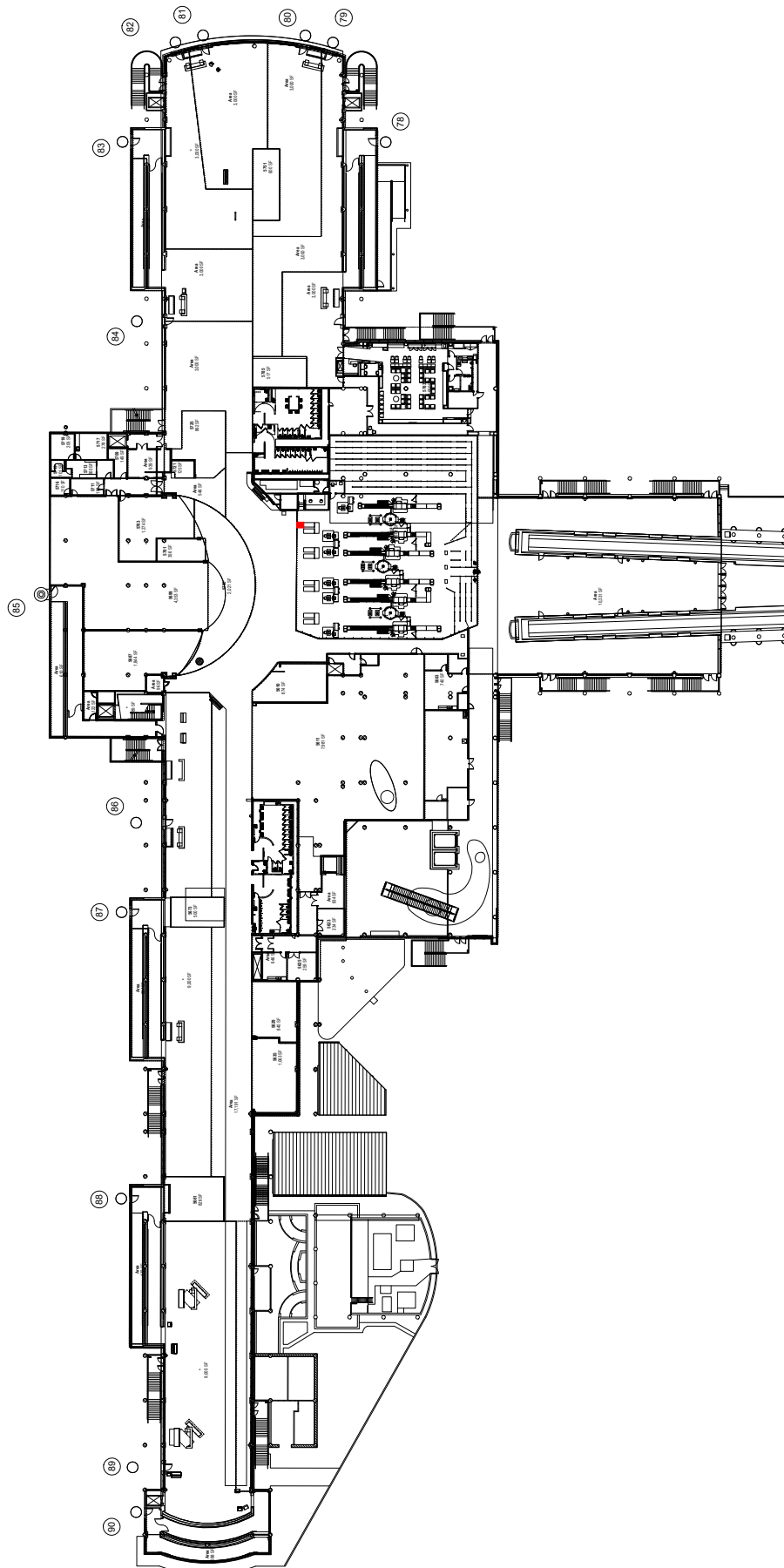


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Exhibit C  
Statement of Gross Receipts

Company: Mail Safe Express, Inc.

Statement of Gross Receipts for the month of \_\_\_\_\_, 20\_\_ as required by the Contract, Article VII, Fees, Reporting, and Accounting Records, Section C, Gross Receipts.

MAIL SERVICE REVENUE (Gross)

GROSS RECEIPTS Subject to Percentage Fee	\$	
PERCENTAGE of Gross Receipts Fee	X	11%
PAYMENT due to Authority	\$	

I hereby certify that the above amounts are true, correct, and fully in accordance with the provisions of the Contract and with the definition of Gross Receipts as defined therein, to the best of my knowledge, and that I am a responsible accounting officer with Mail Safe Express, Inc.

Mail Safe Express, Inc.

Authorized Company  
Accounting Officer:

_____	_____
Signature	Date
_____	_____
Printed Name	Phone Number
_____	
Title	

Exhibit D  
Scrutinized Company Certification

This certification is required pursuant to Florida Statute Section 287.135.

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

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

Company: \_\_\_\_\_ FID or EIN  
Address: \_\_\_\_\_ No.: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
I, \_\_\_\_\_ as a representative of

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

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

Exhibit E

Tenant Work Permit Handbook



Hillsborough County Aviation Authority  
Tenant Work Permit Handbook

Tampa International Airport | Peter O. Knight Airport | Plant City Airport | Tampa Executive Airport

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## CHAPTER 1 GENERAL

### 1. Tenant Work Permit (TWP)

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

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

### 2. Basis for an Authority TWP

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

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

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

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

##### 1) COMPLIANCE WITH RULES AND REGULATIONS



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

2) COMMERCIAL ACTIVITY, ADVERTISING, DISPLAY AND SPEECH

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

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

### 3. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## CHAPTER 2 TENANT WORK PERMIT APPLICATION REQUIREMENTS

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

### 1. Permit Fee

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

### 2. Complete a TWP Application Form FA-23

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

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

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

### 3. Attach Supporting Documentation

- A. Performance and Payment Bonds

See Chapter 3 - Bonds for specific requirements.

- B. Insurance

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

- C. Drawings and Specifications

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

D. Storage Tanks

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

E. Antennas

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

F. Welding and Cutting Permit

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

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

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

G. Maintenance/Construction Notices (MCN)

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

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

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

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

**4. Preconstruction Conference**

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

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

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

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

## **5. Submit for Approval**

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

## **6. Completion of Work**

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

## **7. Permit Closure**

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

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

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

## CHAPTER 3 BONDS

### 1. General

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

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

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

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

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



## **2. Commercial Real Estate**

### **A. Work Requiring Bonds**

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

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

### **B. Work that may be Exempt from Authority Bonding Requirements**

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

## **3. Verification**

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

END OF CHAPTER

## CHAPTER 4 INSURANCE AND INDEMNIFICATION

### 1. Indemnification and Hold Harmless

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

To the maximum extent permitted by Florida Law, in addition to Tenant and Contractor's obligation to provide pay for and maintain insurance as set forth elsewhere in the Handbook, Tenant and Contractor will indemnify and hold harmless the Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, expenses, losses, costs, fines and damages (including but not limited to claims for attorney's fees and court costs) caused in whole or in part by the:

- 1) presence on, use or occupancy of Authority property;
- 2) acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
- 3) any breach of the terms of this Handbook;
- 4) performance, non-performance or purported performance of the Lease;
- 5) violation of any law, regulation, rule or ordinance;
- 6) infringement of any patent, copyright, trademark, trade dress or trade secret rights;
- 7) contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant;

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

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

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

- 1) Presence on, use or occupancy of Authority property;
- 2) Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct activities, or operations;
- 3) Any breach of the terms of this Handbook;
- 4) Performance, non-performance or purported performance for this Lease;
- 5) Violation of any law, regulation, rule or ordinance;
- 6) Infringement of any patent, copyright, trademark, trade dress or trade secret rights;
- 7) Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant;

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

- C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3), then Tenant and Contractor agrees to the following: To the maximum extent permitted by Florida Law, Tenant and Contractor will indemnify and hold harmless the Authority, its officers and employees from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Tenant or Contractor and persons employed or utilized by the Tenant or Contractor in the performance of the Work governed by this manual.
- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(1), the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of the Contract between Tenant and Contractor, (ii) coverage amount of Commercial General Liability Insurance required under this manual or contract (whichever is greater or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under manual

- E. Tenant and Contractor's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of the permit providing for the work under this Manual or until it is determined by final judgment that any suit, claim or other action against the Authority, its members, officers, agents, employees, and volunteers is fully and finally barred by the applicable statute of limitations or repose.
- F. Nothing in this Provision will be construed as a waiver of any immunity from or limitation of liability the Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- G. The Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Tenant/Contractor of any of its obligations under this Provision.
- H. If this Provision or any part of this Provision is deemed to conflict in any way with any law, the Provision or part of the Provision will be considered modified by such law to remedy the conflict.

## **2. Contractual Insurance Terms and Conditions**

### **A. Procurement of Coverage**

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

### **B. Terms of Coverage**

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

C. Reduction of Aggregate Limits

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

D. Cancellation Notice

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

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

E. No Waiver by Approval/disapproval

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

F. Changes in Coverage and Required Limits of Insurance

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

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

G. Specified Coverage Requirements

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

H. Proof of Insurance Coverage

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

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

I. Certificate of Insurance

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

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

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

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

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

Identify the name and address of the additional insured as:

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

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

J. Deductibles / Self Insurance (SIR)

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

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

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

K. Tenant and Contractor's Insurance Primary

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

L. Waiver of Subrogation:

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

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

1) Authority's Right to Procure Replacement Insurance

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

2) Replacement Coverage at Sole Expense of Tenant or Contractor

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



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

3) Tenant and Contractor to Remain Fully Liable

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

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

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

### 3. Insurance Requirements

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

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

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

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

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

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

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

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

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

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

Bodily Injury and Property Damage Liability	\$ Combined Single Limit Each Occurrence and Aggregate with the General Aggregate Limit Specific for this project.
--	---

- C. Business Auto Liability Insurance - will be maintained by the Contractor as to ownership, maintenance, and use of all owned, hired and non-owned, vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this TWP will be:

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

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

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

F. Insurance Limits

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

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

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

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

**TABLE A (TIA)**

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

**TABLE B (General Aviation Airports)**

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

<sup>1</sup> Only if applicable. (this is for architect and engineering firms)

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

Sample Accord Form



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

<b>CERTIFICATE HOLDER</b> HILLSBOROUGH COUNTY AVIATION AUTHORITY TAMPA INTERNATIONAL AIRPORT 5503 W. SPRUCE STREET TAMPA, FL 33607-1475	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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ACORD 25 (2014/01)

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## CHAPTER 5 GENERAL CONSTRUCTION STANDARDS

### 1. Change Orders

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

### 2. Coordination and Inspection

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

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

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

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

### 3. General

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

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

#### **4. Standards of Construction**

- A. Codes, Rules, and Regulations

- 1) Commercial Real Estate

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

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

- 2) Authority Owned, Operated and Maintained Facilities

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

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

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

- B. Permits

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



### C. Equipment

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

### D. Material Storage

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

### E. Demolition

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

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

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

#### F. Temporary Construction Barricades

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

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

- i) **Road Barricades:** Roadway barricades will be in accordance with FDOT roadway and design standard.
  
- j) **Airfield Barricades (Non-movement areas):** Runway and taxiway barricades will be in accordance with Standard Low Profile Barricade Specifications and indicate construction locations on non-movement areas in which no part of an aircraft may enter by using barricades that are marked with diagonal, alternating orange and white stripes. Supplement these barricades with alternating orange and white flags at least 20 by 20 inches (50 by 50cm) square and made and installed so they are always in an extended position, properly oriented, and securely fastened to eliminate jet engine ingestion. Such barricades may be of many different shapes and made from various materials, including railroad ties, sawhorses, jersey barriers, or barrels. During reduced visibility or night hours, supplement barricades with yellow or red lights, either flashing or steady burning. If an aircraft would normally have access to these areas, use red lights. The intensity of the lights and spacing for barricade flags and lights must adequately and without ambiguity, delineate the hazardous area. The construction specification must include a provision requiring the tenant or Contractor to have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The tenant/Contractor must file this information with the airport.
  
- k) **Airfield Barricades (Movement areas):** Use alternating orange and white flag lines, traffic cones, omni-directional red flashers, and/or signs to separate all construction/maintenance areas from the movement area. All barricades, temporary markers, flag line supports, and other objects placed and left in safety areas associated with any open runway, taxiway, or taxi-lane must be as low as possible to the ground and of low mass; easily collapsible upon contact with an aircraft or any of its components; weighted or sturdily attached to the surface to prevent displacement from prop wash, jet blast, wing vortex, or other surface wind currents; and, if affixed to the surface, frangible at grade level or as low as possible, but not to exceed 3 inches (7.6 cm) above the ground. Do not use non-frangible hazard markings, such as railroad ties, jersey barricades, and/or metal-drum-type barricades in aircraft movement areas. Barricade taxiways leading to closed runways with highly reflective barriers with flashing or solid red lights. Evaluate all operating factors when dealing with temporary closures that can last from 15 to 20 minutes to a much longer

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

G. Building

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

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

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

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

#### H. Telecommunications and Network Infrastructure Standards

- 1) Commercial Real Estate

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

- 2) Authority Owned, Operated and Maintained Facilities

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

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

I. General Electrical

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

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

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

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

J. Antennas

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

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



K. Fire Alarm and Detection Systems

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

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

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

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

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

M. Cutting, Welding and Patching

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

Structural steel

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

Structural concrete

Foundation construction

Bearing and retaining walls

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

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

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

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

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

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

- O. Landscaping

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

## 5. Environmental Protection

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

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

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

## **6. Storage Tank Systems**

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

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

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

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

## **7. Pollution Control**

The Tenant and Contractor will:

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

## **8. Collection and Disposal of Waste**

Tenant and Contractor will:

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

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

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

## **9. Pest Control**

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

## **10. Limits of Construction**

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

## **11. Construction Layout and Stakes**

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

## **12. Environmental Management, Groundwater**

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

## **13. Familiarization of Existing Conditions**

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

## **14. Safety and Protection**

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

## **15. Work Hours**

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

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

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

## **16. Maintenance of Traffic**

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

- 1) Commencement

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

- 2) Traffic Lanes

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

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

3) High Traffic Area

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

C. Daily Inspection of Control Devices

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

D. Traffic Plan

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

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

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

E. Haul Routes



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

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

#### F. Traffic Control Devices

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

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

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

G. Flagmen

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

H. Traffic Signs

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

I. Notification

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

J. Material Deliveries

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

K. Work Personnel

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

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

## **17. Cleaning and Protection of Property**

Tenant and Contractor will:

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

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

## **18. Conservation and Salvage**

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

**19. Sustainability**

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

**20. Testing**

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

**21. Final Cleaning**

Tenant and Contractor will:

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

## CHAPTER 6 SAFETY AND SECURITY REQUIREMENTS

### 1. Safety Plan

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

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

### 2. General Safety Requirements

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

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

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

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

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

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

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

### 3. Special Written Safety Plans

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



#### **4. Emergency Procedures**

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

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

#### **5. Security and Protection of Facilities**

##### **A. Securing Work Area**

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

##### **B. Staging, Stockpile, and Spoil Areas**

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

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

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

C. Intermittent Construction Operations on the AOA

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

D. Limitation of Operations on the AOA

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

E. Obstructions to Navigation

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

F. Access to the Construction Site

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

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

## **6. Tenant and Contractor's Security Requirements**

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

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

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

- C. Tenant and Contractor Security Personnel Orientation

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

- D. Work Personnel Identification

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

- E. Vehicle Identification

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

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

F. Employee Parking

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

G. Security Breach and Fines

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

H. Tenant and Contractor Security

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

## CHAPTER 7 UTILITIES

### 1. General

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

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

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

### 2. Protection of Existing Utilities

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



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

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

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

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

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

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

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

### **3. Construction In the Vicinity Tampa Airport Pipeline**

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

## CHAPTER 8 HEIGHT-ZONING PERMITS

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

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

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

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

### 2. Application Requirements

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

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

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