



HILLSBOROUGH COUNTY AVIATION AUTHORITY

EMPLOYEE SHUTTLE SERVICE CONTRACT

Parties And Addresses:

AUTHORITY: Hillsborough County Aviation Authority
Post Office Box 22287
Tampa, Florida 33622
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COMPANY: ABM Aviation, Inc.

HILLSBOROUGH COUNTY
AVIATION AUTHORITY
SAMPLE CONTRACT - EMPLOYEE SHUTTLE SERVICE CONTRACT

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1. INTRODUCTION

This Contract for Employee Shuttle Service (Contract) is made and entered into this 2nd day of February 2023 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 ABM Aviation, Inc., a Georgia corporation, authorized to do business in the State of Florida (Company), (collectively hereinafter referred to as the Parties).

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

2. DEFINITIONS

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

2.A Accounts Payable

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

2.B Airport

Tampa International Airport.

2.C Airport Employees

Any individual employed by the Authority, Airport tenants, or Airport concessionaires.

2.D Airside Terminals

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

2.E Board

The Hillsborough County Aviation Authority Board of Directors.

2.F CEO

The Hillsborough County Aviation Authority Chief Executive Officer.

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Employee Shuttle Service

2.G Contract Documents

The following documents are a part of this Contract and are hereby incorporated by reference: the terms and conditions as contained in this Contract; Request for Proposals (RFP) for Employee Shuttle Service, and any subsequent information submitted by Company during the evaluation process.

2.H Drivers

Awarded Respondent's properly licensed and badged Personnel who operate the Shuttle Buses.

2.I FAA

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

2.J First-Class

A manner of operation of the Services, 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.

2.K Fiscal Year

October 1st through September 30th.

2.L General Manager

Company's representative responsible for coordinating and overseeing this Contract to include, but not be limited to, monitoring, interpreting and overseeing the Services with regard to the quality performed, the manner of performance, and Authority and customer satisfaction with performance levels.

2.M Main Terminal

The nine-level central passenger terminal building at the Airport that contains: Level 1-baggage claim; Level 2-airline ticket counters; Level 3-transfer to Airside Terminals; Levels 4 through 9 - six (6) short term parking levels; and Levels 1 through 8 – eight (8) long term parking levels.

2.N Management Fee

Amount paid to Company by the Authority for non-reimbursable expenses as defined below at Article 5, Fees and Payments, Paragraph F, Non-Reimbursable Expenses and Fees.

2.O Operating Expenses

All anticipated operating expenses to be incurred by Company in the normal operation, management, and maintenance of this Contract and which are included in the annual operating

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budget subject to Authority approval.

2.P Operational Area

The designated route for providing Services, as depicted in Exhibit C, Operational Areas.

2.Q Personnel

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

2.R Services

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

2.S Shuttle Bus

The seven (7) leased diesel buses and four (4) electric buses provided by the Authority to provide Services.

2.T Shuttle Service

The operation of transporting Airport Employees to and from the North Employee Parking Lot to and from the Main Terminal on Shuttle Buses provided by the Authority, 24 hours per day, 7 days per week.

2.U Shuttle Service Office

Assigned office space provided by the Authority to the Company.

2.V Term

May 1, 2023 through April 30, 2028, including the renewal option.

2.W TSA

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

2.X Transition Period

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

2.Y Vice President of Operations

Authority contact person responsible for notifying Company regarding required Services and

Company's primary contact for all Services under this Contract.

3. SCOPE OF SERVICES

3.A Scope

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

3.B Authority's Contact Person

Authority's Vice President of Operations or designee who will be responsible for notifying Company regarding required Services and will be Company's primary contact for all Services under this Contract.

3.C Company's General Manager

Company has designated Hughie Galbreath as the General Manager. The General Manager will be responsible for ensuring that all Services are provided as outlined in the Scope of Services and will be Company's primary contact for all Services under this Contract.

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

3.D Company/Subcontractor Relationship

Except as may be otherwise provided, Company will not contract with subcontractors to perform any portion of the Services provided for in this Contract without prior written approval by Authority. If so approved, Company will be solely responsible for ensuring that its subcontractors perform pursuant to and in compliance with the terms of this Contract.

4. TERM

4.A Effective Date

This Contract will become effective upon execution by Company and approval and execution by Authority. This Contract may be executed in one or more counterparts, each of which will be

deemed an original and all of which will be taken together and deemed to be one instrument.

4.B Term

The Term of this Contract commences on May 1, 2023 and will continue through April 30, 2028 unless terminated earlier as provided herein.

4.C Commencement of Fees and Charges

All fees and charges hereunder will commence on May 1, 2023 and will continue for the Term of this Contract.

4.D Commencement of Operations

Company will begin providing Services on May 1, 2023 and will continue through April 30, 2028.

4.E Renewal Option

This Contract may be renewed at the same terms and conditions hereunder for one (1), five (5) year period at the discretion of the CEO. Such renewal will be effective by issuance of a written letter to Company by CEO. If all such renewals are exercised, this Contract will have a final termination date of April 30, 2033.

4.F Early Termination

Authority may terminate this Contract, without cause, by giving ninety (90) days written notice to Company.

5. FEES AND PAYMENTS

5.A Not-to-Exceed

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

5.B Payment

As compensation for operating, managing, and maintaining the Contract, Company will be paid a Management Fee. Payment will be paid in arrears on a monthly basis.

The annual Management Fees are as follows:

Operations and Management Term

Management Fee

Tampa International Airport
Employee Shuttle Service

CONTRACT

May 1, 2023 - April 30, 2024	\$262,065.41
May 1, 2024 - April 30, 2025	\$269,927.38
May 1, 2025 - April 30, 2026	\$278,025.20
May 1, 2026 - April 30, 2027	\$286,365.95
May 1, 2027 - April 30, 2028	\$294,956.93
<u>Renewal Option:</u>	
May 1, 2028 - April 30, 2029	\$303,805.64
May 1, 2029 - April 30, 2030	\$312,919.81
May 1, 2030 - April 30, 2031	\$322,307.40
May 1, 2031 - April 30, 2032	\$331,976.63
May 1, 2032 - April 30, 2033	\$341,935.93
Total Ten (10) Year Fees	\$3,004,286.28

5.C Operating Expenses

- A. Annual Budget: Company will prepare and submit to the Authority's Operations Department a proposed annual budget of projected costs for all Reimbursable Expenses (as defined below) to be incurred in the normal operation and management of the Contract no later than April 15 for the Authority's next Fiscal Year. The Authority's Operations Department will review the proposed annual budget and establish a final annual budget. The approved annual budget will be returned to the Company and will include all anticipated costs and expenses to be incurred by Company in its normal operations under this Contract, excluding Non-Reimbursable Expenses as defined below.
- B. Monthly Budget: Upon Authority request, Company will prepare and submit a proposed monthly budget and staffing plan to the Authority that will include projected costs of providing Services for the ensuing month, excluding Non-Reimbursable Expenses. Authority approved monthly budget expense amounts will constitute the maximum payable for each category of expenditure, except for special items approved in advance in writing by Authority.
- C. Amendments to Budgets: Amendments to the monthly or annual budgets may be made only by written request by the Company and approval in writing by the Authority's Operations Department.

5.D Reimbursement of Approved Operating Expenses

- A. Cumulative monthly reimbursements of expenses will not exceed the annual budget, unless requested in writing by Company and approved by Authority prior to exceeding the annual budget. Requests for an amendment to the annual budget will be submitted

in writing by Company and be accompanied by a written justification of the need.

- B. Company will pay all approved costs and expenses connected with the operations under this Contract when due. On or before the 20th calendar day of each month, Company will submit to Authority the monthly report, as described in Section 5.G below, Reimbursable Expenses incurred and paid in the operations of this Contract for the preceding month of operation, and the fixed monthly Management Fee.
- C. Failure to submit a properly documented invoice will result in non-payment of the undocumented expenses. The specific documentation required for reimbursement is detailed in Section 5.G below. Authority will reimburse Company within thirty (30) days after receipt of the fully documented expense requisition.

5.E Reimbursable Expenses

To be eligible for reimbursement, expenses must be pre-approved by Authority. Reimbursable Expenses are hereby defined as all anticipated Operating Expenses to be incurred by Company in the normal operation, management, and maintenance of the Contract and included in the annual operating budget subject to Authority approval, including but not limited to, the following:

- A. General Manager's and assistant manager's salary, as approved by Authority, and all other associated payroll costs, such as payroll taxes, health care program costs, and related benefits.
- B. Staffing costs of all other employees, whether full-time or part-time, that are necessary to operate the Shuttle Service. Any overtime reimbursement requested from Authority will be within the overtime allowance established in Company's approved monthly budget and may require an explanation of the need for such overtime.
- C. All payroll taxes and any similar charges, employee benefit costs including paid days off, health insurance, workers' compensation insurance and unemployment insurance, and any similar charges, as approved, relating to salaries and wages under Subsections A and B above.
- D. The workers' compensation insurance reimbursement by Authority will be six and four-tenths percent (6.4%) applied to each month's total payroll.
- E. The cost of uniforms and badges. Any Company issued articles missing from the inventory or those not returned by an employee upon termination will be non-reimbursable.
- F. The cost of training and licensing for existing local employees, as approved by Authority.
- G. Any advertising and promotional costs approved in advance by Authority in writing.
- H. The cost of credit card processing and related equipment necessary for this Contract subject to Authority approval.
- I. The cost of local employment screening, hiring, and training of employees. The Authority

will reimburse training of employees up to two weeks prior to the Commencement Date.

- J. Cost of repairs and maintenance of Contract operational areas and offices, including sweeping and cleaning operations and any other repairs necessary for the direct operation of this Contract as provided for in the Services.
- K. Any capital expense, upon prior approval by Authority, that is deemed necessary for the direct operation of this Contract.
- L. The cost of Authority-approved armored car service.
- M. The cost of marketing services to promote the Airport parking and related value-added services as requested and approved by Authority.
- N. The cost of parking tickets.
- O. Other reasonable costs approved in writing in advance by Authority.

5.F Non-Reimbursable Expenses and Fees

Non-Reimbursable Expenses are hereby defined as the following expenses which are specifically excluded from the annual operating budget, and which will be provided by Company without additional cost to Authority (Non-Reimbursable Expenses are deemed included in the Management Fee):

- A. Salaries, costs, and expenses related to legal services, offsite or indirect audit, accounting, administrative, design, engineering, bookkeeping, executive Personnel of Company, or any home office employee.
- B. The cost of licenses, permits, and fees, excluding registration fees for company provided vehicles, obtained pursuant to existing Federal, State, county or city statute, ordinance, rule or regulation.
- C. Internal accounting and audit costs obtained pursuant to existing Federal, State, county or city statute, ordinance, rule, or regulation.
- D. Home office travel or accommodation, home office telephone/communication expenses, home office computer equipment, home office entertainment, and home office general office expenses, as well as any travel and entertainment of local Personnel.
- E. The cost of any and all penalties and fines paid by Company and its employees.
- F. The cost or expenses of legal representation.
- G. The cost of any independent external audits as maybe required by Authority.
- H. The cost of any and all guarantees, bonds, or letters of credit, broker fees, and the cost of the insurance requirements including any deductibles, except as specifically provided for as a Reimbursable Expense.
- I. Any contract negotiation expenses.
- J. Financing costs associated with Company's working capital.

- K. Liquidated damages payable in accordance with the terms of this Contract.
- L. Costs arising or resulting from negligence, disregard, neglect, failure, carelessness or inattention of Company or Company's Personnel, employees or agents.
- M. Company's cost of funds necessary to pay operating expenses prior to reimbursement by Authority.
- N. The cost of obtaining and maintaining the cashier change bank.
- O. The cost of any payments made by Company to Authority related to the Indemnification Article of this Contract.
- P. Any cashier or revenue shortages.
- Q. Federal, State, and local income, personal and applicable sales use and personal property taxes incurred by Company or Company Personnel, agents, and employees in its operations.
- R. Any late payments or interest charges incurred.
- S. Long distance telephone charges not directly related to Services provided under this Contract, including long distance telephone charges between the local and home/corporate office and personal calls.
- T. The cost of cellular telephones and communications made by cellular telephones not supplied by Authority.
- U. Start up and transition costs related to the commencement of operations under this Contract.
- V. Any fees associated with the replacement of lost badges.
- W. Any operating expense not included above as a Reimbursable Expense and not approved in writing by Authority.

5.G Monthly Billings

The Company will submit the required monthly requisition forms for the previous month. The Operations Department will review the requisition forms and reimburse the Company for approved Operating Expenses. The normal timeframe in which the Authority provides reimbursement to the Company for authorized operating expenses is thirty (30) days. Any additional Services or actions by the Company as directed by the Authority will be included in the submittal for monthly billings.

- A. Payment Processing: Prior to submitting the monthly requisition forms, the Company will:
 1. Review all figures for accuracy.
 2. Assure that Personnel for whom reimbursement of wages and expenses is requested have been employed during the period of the billing.

3. Verify actual expenditures for:
 - a. Payroll.
 - b. Any approved insurance.
 - c. Workers' compensation.
 - d. FICA (Federal Insurance Contribution Act).
 - e. Uniform service.
 - f. All approved Reimbursable Expenses.
 4. Provide quarterly documentation of the Federal Unemployment Tax Act (FUTA) and the State Unemployment Tax Act (SUTA) payments and reconciliations for clarification of these charges.
 5. Provide a list all employees on leave of absence (LOA) who still receive reimbursable benefits, including reason for LOA.
 6. Provide a detailed list and all associated documentation for all approved purchases of equipment, supplies, and services necessary for normal operations. Non-budgeted purchases must be approved by the Operations Department in writing and in advance of the purchase.
 7. Provide a written explanation of all overtime to Vice President of Operations for approval. The intent is to minimize overtime. If unanticipated overtime is required on a reasonable basis, the Operations Department will consider a written justification of actual overtime payments.
- B. Monthly Report Reimbursement Documentation: The Company will submit the approved monthly budget and monthly report that includes all approved documentation for reimbursement for the previous month by the 10th calendar day of the following month, in a three-ring binder, separated by tabs for each category listed below.
1. Budget and requisition combined report.
 2. Woman and Minority Owned Business Enterprise (W/MBE) report.
 3. Employee benefits report.
 4. Quarterly payroll tax spreadsheet.
 5. Employee punches.
 6. Fuel accounting.
 7. Accurate list of all current employees.
 8. Terminated employee list including termination date.
 9. Other Operating Expenses to include all other non-payroll related expenses for reimbursement such as armored car and credit card transaction processing fees.

Each tab will have a summary page listing all invoices in the tab. Each invoice will be submitted without markup or adjustments of any kind. The W/MBE documentation will include copies of all qualifying invoices. All submitted monthly reports and spreadsheets listed above will be electronically submitted to the Operations Department in Microsoft Excel format. All spreadsheets will be submitted in a way so the Operations Department can view all formulas used.

The Company will submit any additional documentation required by the Operations Department to verify the accuracy of Reimbursable Expenses. Invoices and proof of payment will be accepted as adequate documentation. Statements cannot be used for proof of payment. Requisitions for wages must be supported by payroll records including employee punches. Payroll records must be expressed on a calendar month basis to coincide with the monthly submitted budgets and monthly reports.

5.H Invoices

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

5.I Payment Method

Company will receive electronic payments via Automated Clearing House (ACH), ePayables, or Purchasing Card (PCard). Information regarding the electronic payment methods and processes including net terms is available on Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Solicitations and Contracts > Additional Resources > Electronic Payment Methods. Authority reserves the right to modify the electronic payment methods and processes at any time. Company may change its selected electronic payment method during the Term of this Contract in coordination with Accounts Payable.

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

5.J Payment When Services Are Terminated at the Convenience of Authority

- A. In the event of termination of this Contract for the convenience of Authority, Authority will compensate Company as listed below; however, in no event shall Company be entitled to any damages or remedies for wrongful termination.
 - 1. All Services performed prior to the effective date of termination; and
 - 2. Expenses incurred by Company in effecting the termination of this Contract as

approved in advance by Authority.

6. TAXES

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

7. OWNERSHIP OF DOCUMENTS

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

8. QUALITY ASSURANCE

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

9. NON-EXCLUSIVE

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

10. DEFAULT, REMEDIES, AND TERMINATION RIGHTS

10.A Events of Default

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

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

10.B Authority Remedies

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

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

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

10.C Company's Remedies

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

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

10.D Continuing Responsibilities of Company

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

10.E Continuing Responsibilities of Company

Notwithstanding the occurrence of any Event of Default, the Company will remain liable to the Authority for the prompt payment of all expenses due hereunder and for all preceding breaches

of any covenant of this Contract.

11. INDEMNIFICATION

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

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

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

B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief expenses, liens, losses, costs, royalties, fines, attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from:

1. The presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Contract;
4. Performance, non-performance or purported performance of this Contract;

5. Violation of any law, regulation, rule or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights;
7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant.

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

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

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

E. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Contract until it is determined by final judgment that any suit, claim or other action against Company, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.

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

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

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

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

12. ACCOUNTING RECORDS/AUDIT REQUIREMENTS

12.A Books and Records

In connection with payments to Company under this Contract, it is agreed Company will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). Company will maintain such books and records for five years after the end of the Term of this Contract. Records include, but are not limited to, books, documents, papers, records, research and work orders related to this Contract. Company will not destroy any records related to this Contract without the express written permission of the Authority.

12.B Authority Right to Perform Audits, Inspections, or Attestation Engagements

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

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

Company agrees to deliver or provide access to all records requested by Authority auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The Parties recognize that Authority will incur additional costs if records requested by Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Authority may charge the Company liquidated damages in the amount of one hundred dollars (\$100.00) per day, for each requested record not received. Such damages may be assessed beginning on the fifteenth (15th) or eighth (8th) day, as applicable, following the date the request was made. Accrual of such fee will continue until specific performance is accomplished. This liquidated damage rate is not an exclusive remedy and Authority retains all rights, including but not limited to, its rights to elect its remedies and pursue all legal and equitable remedies. The Parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from Company's failure to comply.

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

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

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

13. LIQUIDATED DAMAGES

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

Liquidated Damages For Failure to Commence Operations: It is mutually agreed between the Parties hereto that time is of the essence of this Contract, and in the event the Services required by this Contract have not commenced by the first date of the Contract Term, it is agreed that from any money due or to become due Company or its surety, Authority may retain the sum of five thousand dollars (\$5,000.00) per day, for each day thereafter, Sundays and holidays included, that any portion of the Services required by this Contract have not commenced, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by Authority by failure of Company to commence the Services required by this Contract within the time(s) stipulated. The Parties agree that the sum of five thousand dollars (\$5,000.00) per day is reasonable. The Parties agree that the liquidated damages described in this paragraph are solely for the delay damages arising from the failure to commence.

14. INSURANCE

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

14.A Required Coverage - Minimum Limits

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

14.B Commercial General Liability Insurance

The minimum limits of insurance covering the Services performed pursuant to this Contract will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the Company under this Contract or the use or occupancy of Authority premises by, or on behalf of, the Company in connection with this Contract. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

Contract Specific

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

14.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

14.D Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance covering the work performed pursuant to this Contract are:

Each Occurrence – Bodily Injury and

Property Damage Combined	\$10,000,000
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14.E Waiver of Subrogation

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

14.F Incident Notification

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

14.G Customer Claims, Issues, or Complaints

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

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

14.H Conditions of Acceptance

The insurance maintained by Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Supplier Resources > Insurance for Suppliers.

15. TAKEOVER OF SERVICES

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

16. GUARANTY

Prior to the commencement of this Contract, Company will provide to Authority and maintain for the Term of this Contract a performance guaranty with a surety company satisfactory to Authority and licensed to conduct business in the State of Florida as follows:

Company will provide to Authority a performance guaranty or letter of credit in the sum of \$250,000, guaranteeing that Company will faithfully perform its duties as prescribed in this Contract.

17. NON-DISCRIMINATION

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

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

- B. Civil Rights. Company, with regard to the work performed by it under this Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Contract, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against

minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company's programs (70 Fed. Reg. at 74087 to 74100); and
 12. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- C. In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Company of Company's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
 - D. Company will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
 - E. In the event of Company's non-compliance with the non-discrimination provisions of this Contract, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this Contract until Company complies, and/or cancellation, termination or suspension of this Contract, in whole or in part.
 - F. Company will include the provisions of Paragraphs A through E above, in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Company will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Company becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Company may request the United States to enter into such litigation to protect the interests of the United States.
 - G. Company assures that, in the performance of its obligations under this Contract, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in

Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will provide assurances to Authority that Company will undertake an affirmative action program and will require the same of its subconsultants.

18. WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE

18.A Authority Policy

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

18.B Non-Discrimination

- A. Company and any subcontractor of Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Company will carry out applicable requirements of Authority W/MBE Policy and Program in the award and administration of this Contract. Failure by Company to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Authority deems appropriate.
- B. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement, management contract, or subcontract, purchase or lease agreement.
- C. Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements or contracts.
- D. Company, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, 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 Company will fully comply with the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 as amended from time to time.

- E. In the event of breach of an of the above nondiscrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, Authority will have the right to terminate this Contract and to re-enter as if said Contract had never been made or issued. The provision will not be effective until the procedures of Title 49 CFR part 21 are followed and completed, including exercise or expiration of appeal rights.

18.C W/MBE Participation

- A. W/MBE Goal: No specific expectancy for W/MBE participation has been established for this Contract; however, Company agrees to make a good faith effort, in accordance with Authority W/MBE Policy and Program, throughout the Term of this Contract, to contract with W/MBE firms certified as a woman-owned or minority-owned business by the City of Tampa, Hillsborough County, the State of Florida Department of Management Services, Office of Supplier Diversity, or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program pursuant to 49 CFR Part 26 in the performance of this Contract.
- B. W/MBE Termination and Substitution: Company is prohibited from terminating or altering or changing the Scope of Services of a W/MBE subcontractor except upon written approval of Authority in accordance with Authority procedures relating to W/MBE terminations contained in the W/MBE Policy and Program. Failure to comply with the procedure relating to W/MBE terminations or changes during this Contract will be a material violation of this Contract and will invoke the sanctions for non-compliance specified in this Contract and the W/MBE Policy and Program.
- C. Monitoring: Authority will monitor the ongoing good faith efforts of Company in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Company and the W/MBE participant, and other records pertaining to W/MBE participation, which Company will maintain for a minimum of three years following the end of this Contract. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Contract to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of this Contract, Authority reserves the right to review and approve all subleases or subcontracts utilized by Company for the achievement of these goals.
- D. Prompt Payment: Company agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each payment Company receives from Authority. Company agrees further to release retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both W/MBE and non-W/MBE

subcontractors.

19. AUTHORITY APPROVALS

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

20. DATA SECURITY

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

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

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

21. DISPUTE RESOLUTION

21.A Claims and Disputes

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

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

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

21.B Resolution of Claims and Disputes

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

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

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

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

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

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

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

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

22. 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.

23. WAIVER OF CLAIMS

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

24. LAWS, REGULATIONS, ORDINANCES, AND RULES

Company, its officers, Personnel, employees, agents, subcontractors, or those under its control, will at all times comply with applicable Federal, State, and local laws and regulations, Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives as are now or

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

25. CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

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

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

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

with the information technology systems of Authority.

26. CONTRACT MADE IN FLORIDA

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

27. NOTICES AND COMMUNICATIONS

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

TO AUTHORITY:

(MAIL DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY

TAMPA INTERNATIONAL AIRPORT

P.O. BOX 22287

TAMPA, FLORIDA 33622-2287

ATTN: CHIEF EXECUTIVE OFFICER

OR

(HAND DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY

SKYCENTER ONE

5411 SKYCENTER DRIVE

SUITE 500

TAMPA, FLORIDA 33607-1470

ATTN: CHIEF EXECUTIVE OFFICER

Tampa International Airport
Employee Shuttle Service

CONTRACT

TO COMPANY:

(MAIL DELIVERY)

ABM AVIATION, INC.

4151 ASHFORD DUNWOODY ROAD

SUITE 600

ATLANTA, GA 30319

ATTN: HUGHIE GALBREATH

OR

(HAND DELIVERY)

ABM AVIATION, INC.

4238 BESSIE COLEMAN BLVD

TAMPA, FL 33607

ATTN: HUGHIE GALBREATH

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.

28. 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.

29. SUBORDINATION TO TRUST AGREEMENT

Tampa International Airport
Employee Shuttle Service

CONTRACT

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

30. ASSIGNMENT AND SUBCONTRACTING

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

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

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

31. BADGING AND SECURITY REQUIREMENTS

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

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

fine.

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

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

32. EMPLOYEE PARKING

Nothing in this Contract shall be deemed to require Authority to provide parking to Company's Personnel. Authority may provide parking accommodations to Company's Personnel in common with other Airport Employees 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, Company Personnel shall be required to park within the designated areas.

33. APPLICABLE LAW AND VENUE

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

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

34. SCRUTINIZED COMPANIES

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

This Contract will be terminated in accordance with Florida Statute Section 287.135 if it is found that Company submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the

Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

35. RELATIONSHIP OF THE PARTIES

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

36. RIGHT TO AMEND

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

37. TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

38. NON-DISCLOSURE

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

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

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

the acts and omissions of its employees and representatives with respect to the Information.

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

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

39. 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 agreement herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure or omission of Authority to exercise any right, power, privilege or option arising from any default nor subsequent payment of charges then or thereafter accrued, will impair any such right, power, privilege or option, or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No notice by Authority will be required to restore or revive time as being of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Contract are cumulative and no one of them will be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option or remedy by Authority will not impair its rights to any other right, power, option or remedy.

40. TENANCY

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

41. AMERICANS WITH DISABILITIES ACT

Company will comply with the applicable requirements of the Americans with Disabilities Act;

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

42. 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.

43. AGENT FOR SERVICE OF PROCESS

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

44. 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.

45. 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.

46. 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.

47. SIGNATURES

47.A Signature of Parties

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

47.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.

48. PUBLIC ENTITY CRIME

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

49. 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.

50. MISCELLANEOUS

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

51. ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT

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

52. ORDER OF PRECEDENCE

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

53. CONTRACT CHANGES

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

invalidating this Contract:

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

53.A Claim for Payment

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

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

53.B Right to Carry Out the Services

If Company defaults or neglects to carry out the Services in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from Authority to begin and prosecute correction of such default or neglect with diligence and promptness, Authority may, without prejudice to other remedies Authority may have, correct such deficiencies. In such case an appropriate change order will be issued deducting from payments then or thereafter due to 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 are not sufficient to cover such amounts, Company will pay the difference to Authority.

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this 2nd day of February, 2023.

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 _____, 2023, 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

Tampa International Airport
Employee Shuttle Service

Exhibit A
Scope of Services

A. Operation

(1) General

- a. Company will operate the Shuttle Service in a First-Class manner as determined by Authority and in accordance with all requirements, standards and procedures in this Contract and any changes thereto. In addition, Authority may issue directives and instructions as necessary regarding situations that may not be covered in this Contract. Company and its officers, Personnel, employees, guests, invitees, and those doing business with it, will observe and obey all Rules and Regulations and Policies as may be promulgated from time to time by Authority.
- b. Company will obtain and maintain throughout the Term of this Contract and any renewal option periods, all permits, certificates, licenses, or other authorizations required in connection with the operation of its business at the Airport and provide current copies of such permits, certificates, and licenses to Authority, as requested.
- c. Company will not, at any time during the Term of this Contract, abandon, terminate, or cease to operate the Shuttle Service without prior written approval from Authority.
- d. Company will not commit any nuisance, waste, or injury on the Airport and will not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste, or injury.

(2) Operational Area

- a. Company will operate the Shuttle Service between Authority approved designated stops at the North Employee Parking Lot, the Main Terminal, and/or other areas designated by Authority. This designated route is referred to as the Operational Area and is further depicted on Exhibit C, Operational Areas.
- b. Company may not use any other area of the Airport for any commercial or other activity except as provided for in this Contract.
- c. Authority reserves the right to expand, reduce, or modify the Operational Area and to create additional facilities to serve Airport Employees, in its sole discretion. Upon completion of any expansion, reduction, or modification to the Operational Area, such changes will be included in this Contract by letter and without formal amendment.
- d. During times of irregular Airport operations and emergency situations such as, but not limited to, aircraft emergencies and train failures, Company will operate Shuttle Service between designated points on the Airport as directed by Authority.

(3) Operational Procedures

- a. Operate twenty-four (24) hours per day, seven (7) days per week, or as otherwise directed in writing by Authority.
- b. Published schedule approved by Authority and based on Company's recommendations.
- c. Check Airport employee IDs before boarding Shuttle Buses.
- d. Load and unload passengers at Authority designated stops.
- e. Meet all Authority approved schedule requirements.
- f. Perform an inspection of the interior of the Shuttle Buses after Shuttle Buses are returned to Airport from off-site maintenance.
- g. Maintain a flexible staffing schedule to respond appropriately to any realignment or modification to the schedule that may become necessary.
- h. Ensure that no passenger is required to wait for more than 12 minutes for a Shuttle Bus at any point (This is not applicable during emergency situations).
- i. Notify Authority immediately of any disruption of the Shuttle Service that will affect compliance with required levels of service.
- j. Make every effort to maintain scheduled service coverage if operations are temporarily interrupted by Authority for use of the Shuttle Buses for situations such as aircraft passenger emergency evacuation.
- k. Any use of vehicles other than the Shuttle Buses must be approved in advance by Authority.
- l. Maintain specific written procedures or policies for handling complaints that is responsive, timely, seeks resolution and maintains the countenance of a First-Class operation. Such procedure and/or policy will be reviewed by Authority and Company will incorporate and adhere to any changes or additions that Authority deems necessary.
- m. Respond to all customer complaints in a timely manner, advise Authority of the complaint and outcome, and immediately forward all complaints outside Company's responsibility to Authority.
- n. Provide all necessary equipment (dispatching) and office supplies (computers, printers, etc.), including any technology required to provide Services, including but not limited to LYTX. Any Authority provided technology is listed below:
 - i. The Authority provides and maintains the current automatic vehicle locator (AVL) System.
 - ii. The telephone in the provided office space is provided and paid for by the Authority.

- iii. The Authority also provides two (2) desktop computers that run off the Authority network; however, the Company may need to provide their own computers with hotspots.
 - iv. The Company is not able to segment a separate VLAN off the Authority internet service or install their own managed router and switch for segmented VLAN.
 - v. The Authority provides two-way radios and Samsara.
- o. Maintain the Shuttle Service Office and furnishings in a First-Class condition.

NOTE: Authority will provide the basic office furnishings. Company may add furnishings at its cost.

B. Personnel

All Personnel will be considered, at all times, to be employees or agents of Company and not employees or agents of Authority. No collective bargaining agreement is utilized under this Contract.

(1) General

Company will comply with the following:

- a. Be solely responsible for the conduct and performance of its employees.
- b. Designate a Contract Manager.
- c. Maintain an employee staffing plan and schedule that has been approved by Authority and includes, at a minimum, the information listed below. Provide a copy of the staffing plan and schedule to Authority as requested and submit any changes to the staffing plan and schedule to Authority for review and approval.
 - i. A minimum of one supervisor or manager on duty (MOD) per shift at the Airport at all times.
 - ii. An adequate number of full time and part time Drivers to meet the requirements of this Contract.
 - iii. A list of all job categories and job descriptions with associated minimum qualifications at Authority request.
- d. Adhere to Authority approved pay ranges and benefit packages for employees and submit any requested changes in writing to Authority during the Term of this Contract for review and approval.
- e. Develop, maintain and adhere to:
 - i. General hiring criteria.

- ii. Employee evaluation processes including, but not limited to, promotions, demotions, and dismissal procedures.
 - iii. General rules for employee conduct.
- i. Develop and maintain a customer service training program that is attended by employees on a regular basis and maintain a current record of training completion. Provide a copy of the customer service training program to Authority upon request and make any modifications requested by Authority.
 - ii. Maintain a copy of all drivers' licenses and driving records from the Department of Motor Vehicles and provide to Authority upon request.
 - iii. Immediately remove and keep removed from its payroll at the Airport any employee who participates in illegal acts or misconduct on the Airport, who violates Authority Rules and Regulations, or who, in the opinion of Company or Authority, is otherwise detrimental to the public interest at Airport.

(2) Contract Manager

- a. Oversee the management of the Shuttle Service.
- b. Coordinate with Authority personnel.
- c. Respond to the Airport within sixty (60) minutes under normal circumstances if deemed necessary by Authority.
- d. Maintain a CDL license throughout the Term of this Contract.

(3) Supervisors/MOD

- a. Monitor the day-to-day operation.
- b. Oversee the Drivers and dispatching.
- c. Provide relief for the Drivers.

(4) Drivers

Company will ensure that the Drivers will comply with the following:

- a. Maintain the proper license under the laws of the State of Florida to operate the Shuttle Buses.
- b. Obtain an Airport security badge prior to operating a Shuttle Bus at the Airport. The requirements and costs to obtain the badge are outlined in Article 31, Badging and Security, of this Contract.
 - i. All employees will be required to complete and pass SIDA training prior to being issued a badge. The SIDA training is provided by the Authority

at no cost; however, there is a cost related to each badge which will be paid for by the Company.

- c. Remain with the assigned Shuttle Bus at all times during operation.
- d. Advise the on-duty supervisor of need for additional service.
- e. Be capable of communicating effectively in English to carry out the job requirements.
- f. Be uniformed, clean and neat in appearance, properly identified and courteous at all times.
- g. Not use improper language or act in a loud, boisterous, or other improper manner.
- h. Not charge passengers for use of the Shuttle Service operation.
- i. Not solicit or accept any gratuities.

(5) Company-Issued Identification Badges

- a. The basic identification badge design and all modifications are to be approved in advance by Authority.
- b. All Company employees will wear laminated identification badges in plain sight at all times while on duty at the Airport with the following information prominently displayed to allow easy identification:
 - i. Employee's first name
 - ii. Company name
 - iii. Employee number

(6) Parking

Company's employees may utilize the employee parking spaces in front of the Office Space at the North Employee Parking Lot at no charge.

C. Shuttle Buses

(1) Ownership

- a. Leased Diesel Buses: Authority has leased seven (7) diesel buses (Leased Diesel Buses) to be utilized by Company to provide Shuttle Services, until such time that the Authority provides written notice to the Company from the Authority Vice President of Operations or designee to remove the Leased Diesel Buses from operation and return the Leased Diesel Buses to Authority.

- b. Electric Buses: Authority has purchased four (4) Model K9M electric buses from BYD Coach and Bus LLC (Electric Buses) to be utilized by Company to provide Shuttle Services, until such time that the Authority provides written notice to the Company from the Authority Vice President of Operations or designee to remove the Electric Buses from operation and return the Electric Buses to Authority.

Notwithstanding any of the above, Authority may, at its sole discretion, add to the fleet of Shuttle Buses upon written notice to Company from the Authority Vice President of Operations or designee.

- (2) **Communication Equipment**
Company will be responsible for providing equipment for communication between the Drivers, supervisors, General Manager, and Authority. The equipment must be approved by Authority.

(3) **Maintenance**

- a. **All Shuttle Buses:**
- i. Maintain the interior and exterior of all Shuttle Buses in a First-Class, clean, safe, good appearance, sanitary, and fully functional condition at all times.
 - ii. Repair all body damage within thirty (30) days of occurrence.
 - iii. Authority will inspect the Shuttle Buses on a periodic basis and shall be the sole judge of the condition of the Shuttle Buses.
 - iv. Interior: Subject to Authority written approval, provide interior maintenance to keep Shuttle Buses clean and free of water spots and accumulations of dust on all surfaces, including flooring, seats, grab rails, side walls, windows, light fixtures and ceiling; free of loose trash; and clean smelling and free of offensive odors.

Perform the following, at a minimum:

- every 8 hours of operation and each day prior to placing the Shuttle Bus in-service, pick-up trash, sweep, and clean as necessary.
 - everyday wipe down seats with cleaning solvents, clean interior windows, and mop floor.
 - once per week thoroughly detail interior including windowsills, vents, walls, ceiling, side panels, doors, area around the Driver's seat.
- v. Exterior: Subject to Authority written approval, provide exterior maintenance to keep Shuttle Buses clean and free of debris except as to what could normally be expected given the weather and road conditions of that day and time; and keep windows free of dirt and water spots.

Perform the following, at a minimum:

- As needed or as directed by the Authority, wash the outside of the Shuttle Buses.
 - Company may wash Shuttle Buses in-house or by a third-party.
 - All washing of Shuttle Buses may be completed onsite; however; it must be completed at the wash rack at depicted on Exhibit C, Operational Areas.
- vi. Arrange to have the Shuttle Buses towed in a safe manner to Company's maintenance and repair provider, if necessary.

b. Leased Diesel Buses:

Company is responsible for all maintenance and repair on the Leased Diesel Buses as follows:

- i. Company will immediately repair any finding identified by Authority to ensure that the Leased Diesel Buses remain in a First-Class condition.
- ii. Company will operate or contract with a vehicle maintenance/service facility identified by Company within a 30-mile radius of the Airport.
- iii. No service or maintenance to Leased Diesel Buses shall be performed on the Airport property, except for emergency repairs, without prior written consent by Authority.
- iv. Provide all proper and regular, bumper to bumper, routine, and preventive maintenance and service, including but not limited to, tires, motor oil, grease, cooling system water and antifreeze, brake and transmission fluids, battery service, windshield wiper blades, mechanical repairs, and adjustments.
- v. Due to the Florida summer weather, special care should be given to the preventive maintenance on the air conditioning systems.
- vi. Follow manufacturer special operating conditions (SOCs) frequencies when having preventive maintenance performed.
- vii. Maintain a record of all preventive and other maintenance performed on each Leased Diesel Bus and provide the records to Authority within 24 hours of such a request. The manufacturer's "Scheduled Maintenance Guide" provided to Company by Authority for the Leased Diesel Buses will be used for this purpose.
- viii. Arrange for all warranty or recall related maintenance repairs, as needed.
- ix. Provide all Leased Diesel Bus maintenance by a qualified maintenance provider with employees that are trained and certified technicians.

- c. Electric Buses: Maintenance of the Electric Buses will be managed by the Authority. Company will coordinate with the Authority when maintenance is required. See Exhibit E, BYD Standard Limited Warranty.

(4) Painting and Signage

Authority shall control the selection of color, paint scheme and all signage on the Shuttle Buses. Company will provide any necessary painting and signage.

- (5) **Enhancements**
Upon pre-approval by Authority, Company will be reimbursed for the purchase and installation of additional enhancements to the Shuttle Buses, such as interior advertisement signage or exterior advertising type wraps.
- (6) **Fuel**
Company will use Authority-owned diesel fuel or other fueling locations as directed by the Authority. Company will not be required to pay for Authority-owned diesel fuel; however, in the event Company is directed by the Authority to use other fueling locations, Company will pay for diesel fuel and will provide copies of diesel fuel receipts in its monthly invoice of operating expenses for reimbursement by Authority.
- (7) **Electric Charging Station**
The Authority will provide the electric bus charging at no cost to the Company in the North Employee Parking Lot.
- (8) **Additional Shuttle Buses**
Authority may require Company to provide additional Shuttle Buses during the Term of this Contract, when necessary, due to maintenance issues, emergencies, or any other circumstance deemed necessary by Authority that would require additional and/or replacement Shuttle Buses and/or vehicles in order to continue to provide the required level of customer service. Any use of vehicles other than the Shuttle Buses must be approved in advance in writing by Vice President of Operations, and their use may continue until the termination of this Contract. Use of additional Shuttle Buses and/or vehicles, and their costs, will be co-terminus with the Term of this Contract or may be terminated earlier at the sole discretion of the Authority. The length of term for the additional Shuttle Buses and their costs will be agreed to in writing by Authority and Company and such costs will be reimbursed to Company through the monthly invoice approval process.

D. **Vehicle Parking**
Company will ensure that all Shuttle Buses and vehicles owned or operated by Company, its Personnel, employees, vendors and contractors will not be parked in a manner that interferes in any way with any other operations at the Airport and will be parked only in designated parking areas as provided by Authority.

E. **Reports**

- (1) **Reports to Airport Police and Authority**
Any incident involving injury to employees or damage to Authority property or private property when an employee of Company is involved must be reported to the Airport Police immediately and documented in a report to Authority.
- (2) **Incidence Reports**
Company will maintain a continuous supervisor's log in which all pertinent activities will be noted, including but not limited to, the items listed below. The report will be forwarded to the Operations Department as requested.

- a. Equipment problems.
- b. Customer complaints.
- c. Observed operational abnormalities.
- d. Incidents or accidents.
- e. Other pertinent information, as necessary.

F. Flammable Liquids

Company will not keep or store flammable liquids within any covered or enclosed portion of the Airport without the prior written approval of Authority. Any such liquids having a flash point of less than 110 degrees Fahrenheit will be kept and stored in safety containers of a type approved by the Underwriters Laboratories.

G. Frequency Protection

Should Company install any type of radio transceiver or other wireless communications equipment, Company 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 Company's equipment. Should interference occur as a result of Company's installation, Authority reserves the right to shut down Company's installation until appropriate remedies to the interference are made by Company. Such remedies may include relocation to another site. The cost of all such efforts to remedy the interference will be solely at Company's expense.

H. Contingency Services

Currently the Authority leases two (2) Cobus 3000 model buses. These buses are used only during SkyConnect outages to assist with contingency services. The Authority is currently in the process of purchasing six (6) new Cobus 3000 model buses which are anticipated to be received by mid-2023.

In addition to the Shuttle Services, in emergency situations (such as but not limited to an outage of SkyConnect), Company will provide contingency services as outlined below:

- (1) Operate Authority and/or Company owned and/or leased buses to provide Shuttle Services to employees and/or passengers between designated points on the Airport, as directed by the Authority.
- (2) Company will maintain possession of the Cobus buses on Airport property to be used on an as-needed basis during emergency situations.
- (3) Company may only use the Cobus buses to provide Shuttle Services for employees and/or passengers during emergency situations (such as but not limited to an outage of SkyConnect) as determined solely by the Authority.

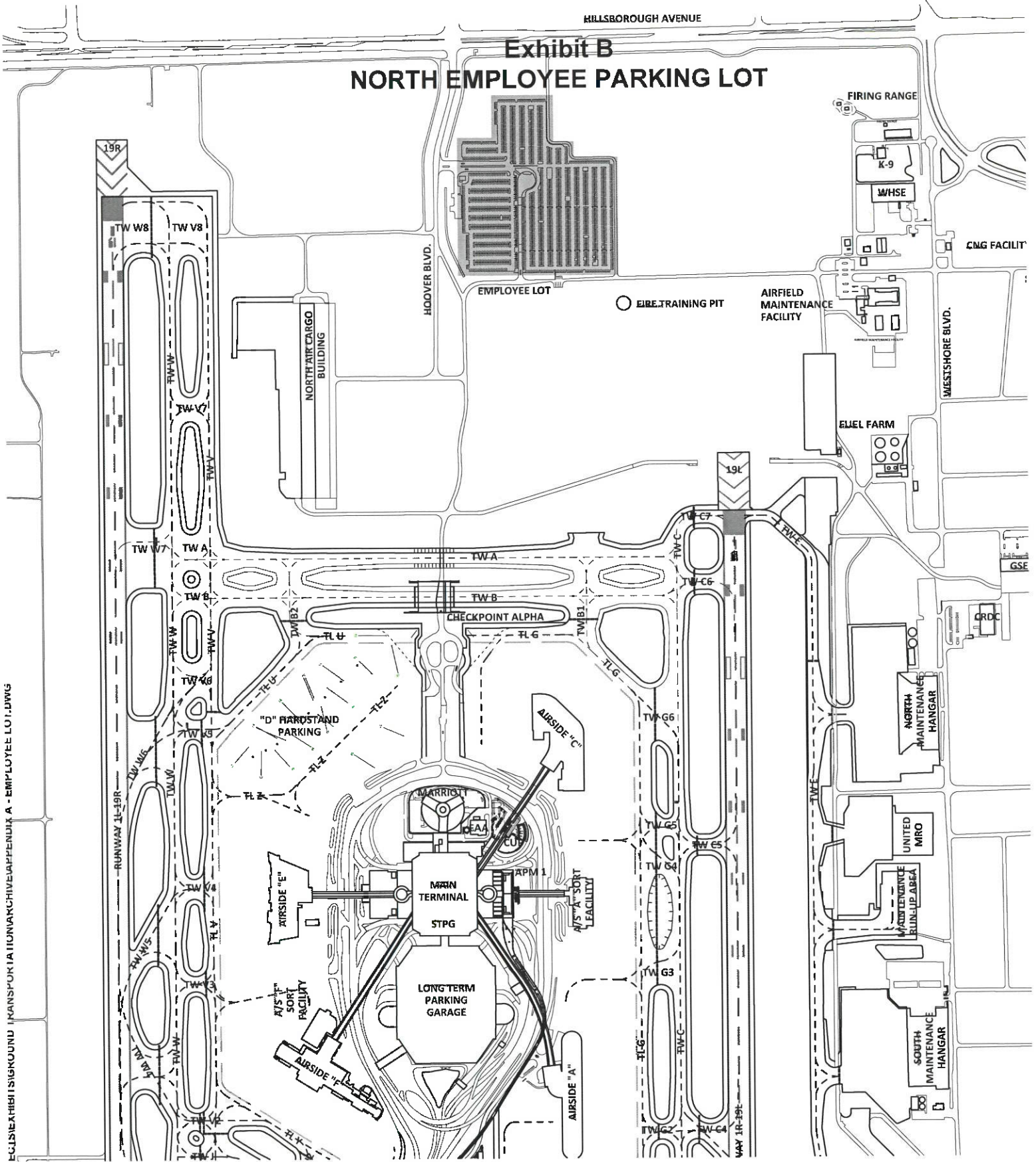
- (4) Company is responsible for assuring that all Drivers operating the Cobus buses are properly licensed with a valid State of Florida driver's license for the class of vehicle encompassing the Cobus buses.
- (5) Maintenance of the Cobus buses will be provided by the Authority. Company will coordinate all necessary maintenance with Authority.
- (6) Install and maintain a LYTX System on the Cobus buses at the cost of the Authority.
- (7) Cobus Buses Upon Termination:
 - a. The Cobus buses shall be clean, in good operation and repair with normal wear and tear excepted, and free and clear of all liens and encumbrances.

I. Authority Rights and Responsibilities

Authority reserves the right to:

- (1) Require modifications to this Scope of Services by letter to Company without formal amendment to this Contract.
- (2) Remove any and all unauthorized furnishings and equipment.
- (3) Negotiate with Company to provide additional leased buses on an as-needed basis.

Exhibit B NORTH EMPLOYEE PARKING LOT



FILE NAME: Q:\ENGINEERING PROJECTS\EXHIBITS\KOUNO\TRANSPORTATION\ARCHIVE\APPENDIX A - EMPLOYEE LOT1.DWG

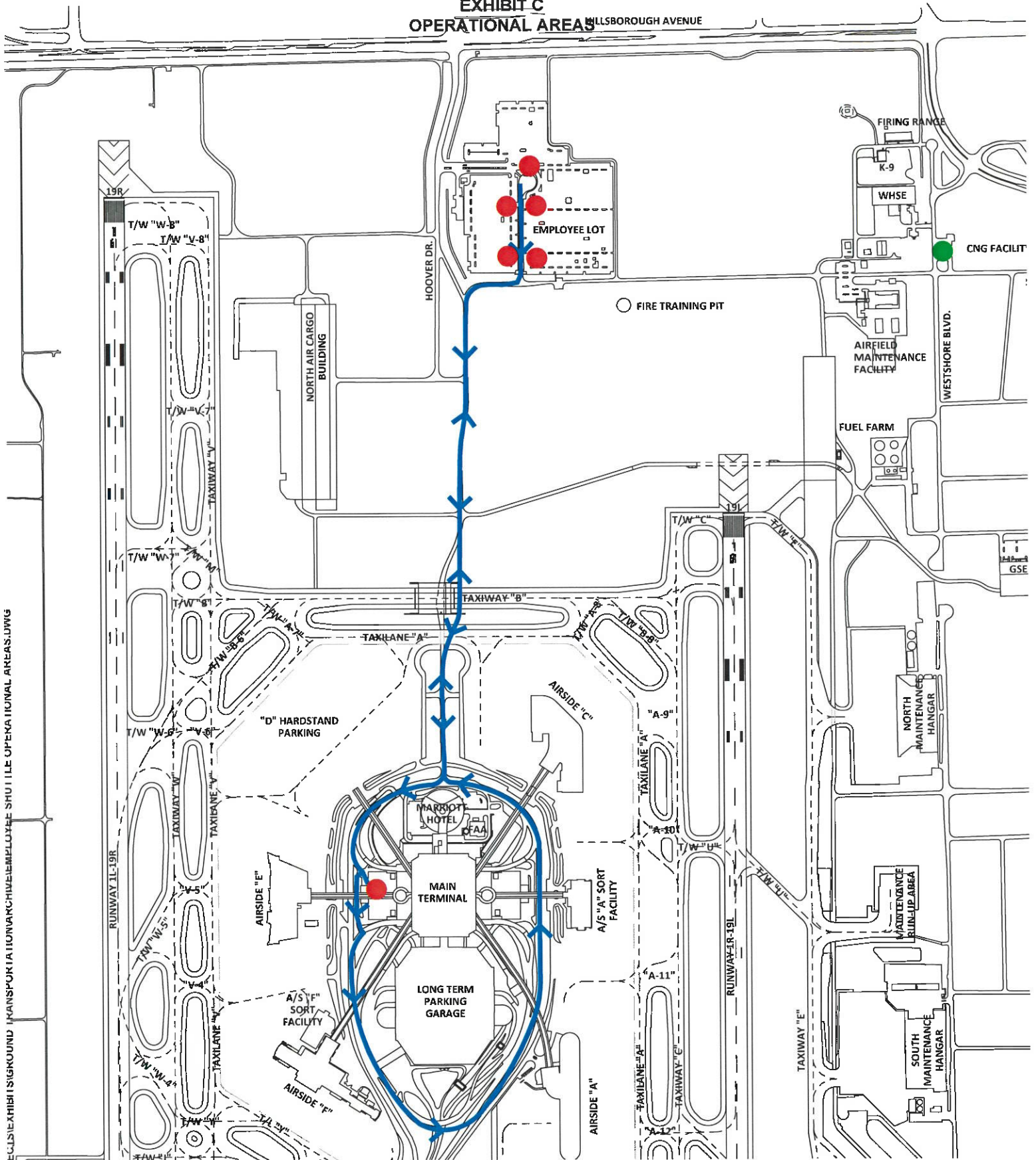


Exhibit B - North Employee Parking Lot
Employee Shuttle Service
Hillsborough County Aviation Authority



May 16, 2022

EXHIBIT C OPERATIONAL AREAS



FILE NAME: Q:\ENGINEERING PROJECTS\EXHIBITS\GROUND PLAN\SPK1101\AVIATION\ARCHIVE\EMPLOYEE SHUTTLE OPERATIONAL AREAS.DWG



- LEGEND**
- SHUTTLE ROUTE
 - SHUTTLE STOP
 - CNG STATION

Employee Shuttle OPERATIONAL AREAS



EXHIBIT E
BYD STANDARD LIMITED WARRANTY



BYD STANDARD LIMITED WARRANTY			
This warranty covers 100% of the material (with exception to vulnerable consumable parts, friction material), workmanship and any associated freight costs during the warranty time period identified below.			
Major Component & Subsystem	Description (what is covered)	BYD Standard Warranty Period (which occurs first)	
		Years	Miles
<u>Complete Bus</u>	All parts with exception to components or subsystems noted below.	2	100,000
<u>Basic Bus Structure</u>	Body, and body structure shall consist of the components that are mechanically fastened or adhesively bonded or glued as part of the structure.	3	150,000
<u>Chassis Structure (Integrity)</u>	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The structural integrity guarantee covers against a significant loss of structural integrity of the assembly or its functional performance due to non corrosion related failures.	12	500,000
<u>Chassis Structure (Corrosion)</u>	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The corrosion guarantee covers against a significant loss of structural integrity of the assembly or its functional performance, resulting from a pertinent loss of cross-section due to corrosion caused by normal environmental elements but excludes corrosion caused by aggressive road de-icers such as Magnesium Chloride or equivalents, unless BYD approved preventative measures are taken.	12	500,000
<u>Propulsion System/Drive Axle</u>	Traction Motor/s, Hub Reduction Gear Assembly, Gearbox, Gearbox Housing Assembly Requires supporting documentation of PM records	5	250,000
<u>High-Voltage Energy Storage System</u>	Remaining Rate of usable capacity >70%. There is no limitation on gross discharging kWh throughout warranty period.	12	Unlimited
<u>High-Voltage Components & Control System</u>	Drive motor controller, Bidirectional inverter charge-discharge motor controller, DC and auxiliary motor controller assembly, Service plug assembly, High-voltage distribution box, High-voltage harness, 3-phase cable junction box.	5	250,000
<u>Low-Voltage Control System</u>	Vehicle control unit, Front auxiliary controller, Rear auxiliary controller.	5	250,000
<u>Non-Drive Axles</u>	Requires supporting documentation of PM records.	3	150,000
<u>Defroster System</u> BYD	Defroster, PTC driver, Defroster controller	3	150,000
<u>Air Conditioning System</u>	Requires supporting documentation of PM records.	2	Unlimited
<u>Door System</u> Vapor	Excluding maintenance items & items that are not covered by the OEM's warranty.	2	Unlimited
<u>Wheel Chair Lift & Ramp System</u> Ricon	Lift and/or ramp parts and mechanical only.	2	Unlimited
<u>Brake System</u>	Friction Material Excluded.	2	100,000
<u>Flooring</u>	The wear layer floorcoverings shall be free from defects in material.	10	Unlimited
<u>Charging Interface</u>		6	Unlimited
<u>Air Compressor</u>	Requires supporting documentation of PM records.	2	100,000

ABM AVIATION, INC.

Signed in the Presence of:

[Signature]
Witness

Evan Leigh
Printed Name

Azeem Lasi
Witness

Azeem Lasi
Printed Name

BY: [Signature]
Signature

SVP, Landside Operations
Title

Steven Aiello
Printed Name

4151 Ashford Dunwoody Rd, Ste 600
Printed Address

Atlanta, GA 30319
City/State/Zip

ABM AVIATION, INC.

STATE OF Georgia
COUNTY OF Cobb

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of January 2023, by Steven Aiello as

SVP Landside Ops for ABM Aviation, Inc.
(type of authority) (name of party on behalf of whom contract was executed)

Stamp or Seal of Notary

[Signature]
Signature of Notary
Dana Hasty
Print, Type, or Stamp Commissioned Name of Notary

Personally-Known OR Produced Identification
Type of Identification Produced

