

HILLSBOROUGH COUNTY AVIATION AUTHORITY

HI-REACH CLEANING SERVICES CONTRACT

Parties And Addresses:

AUTHORITY: Hillsborough County Aviation Authority

Post Office Box 22287 Tampa, Florida 33622 Telephone: 813-870-8700

Fax: 813-875-6670

COMPANY: A-1 Orange Exterior Building Services LLC

1345 Long Street Orlando, FL 32805

HILLSBOROUGH COUNTY AVIATION AUTHORITY HI-REACH CLEANING SERVICES CONTRACT

١.	Introduction
II.	Definitions
III.	Scope of Work
IV.	Term
V.	Fees and Payments
VI.	Taxes
VII.	Ownership of Documents
VIII.	Quality Assurance
IX.	Non-Exclusive
X.	Default, Remedies, and Termination Rights
XI.	Indemnification
XII.	Accounting Records/Audit Requirements
XIII.	Liquidated Damages
XIV.	Insurance
XV.	Non-Discrimination
XVI.	Authority Approvals
XVII.	Data Security
VIII.	Dispute Resolution
XIX.	Non-Exclusive Rights
XX.	Waiver of Claims
XXI.	Laws, Regulations, Ordinances, and Rules
XXII.	Chapter 119, Florida Statutes Public Records Law
XIII.	Contract Made in Florida
XIV.	Notices and Communications
ΧΧ \/	Subordination of Agreement

XXVI.	Subordination to Trust Agreement
XXVII.	Assignment and Subcontracting
XXVIII.	Badging and Security Requirements
XXIX.	Employee Parking
XXX.	Applicable Law and Venue
XXXI.	Scrutinized Companies
XXXII.	Relationship of the Parties
XXXIII.	Right to Amend
XXXIV.	Time is of the Essence
XXXV.	Non-Disclosure
XXXVI.	Waivers
XXXVII.	Americans with Disabilities Act
XXVIII.	FAA Approval
XXXIX.	Agent for Service of Process
XL.	Invalidity of Clauses
XLI.	Severability
XLII.	Headings
XLIII.	Signatures
XLIV.	Public Entity Crime
XLV.	Miscellaneous
XLVI.	Organization and Authority to Enter into Contract
XLVII.	Order of Precedence
XLVIII.	Contract Changes
XLIX	Complete Contract

Exhibits:

- A Exhibit A Scope of Work
- B Exhibit B Locations
- C Exhibit C, Pricing Schedule
- D Exhibit D, Public Art Cleaning Requirements
- E Exhibit E, Turtle Lift Requirements
- F Exhibit F, Scrutinized Company Certification

I. INTRODUCTION

This Contract for Hi-Reach Cleaning Services (Contract) is made and entered into this 12th day of October, 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 A1 Orange Exterior Building Services, LLC, a Florida company, authorized to do business in the State of Florida (Company), (collectively hereinafter referred to as the Parties).

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

II. DEFINITIONS

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

II.A <u>Accounts Payable</u>

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

II.B Airport

Tampa International Airport.

II.C Airside Terminals

The four buildings designated as A, C, E and F supporting passenger airline operations which are connected to the Main Terminal and through which passenger aircraft are loaded or unloaded.

II.D Board

The Hillsborough County Aviation Authority Board of Directors.

II.E CEO

The Hillsborough County Aviation Authority Chief Executive Officer.

II.F Contract Documents

The following documents are a part of this Contract and are hereby incorporated by reference: the terms and conditions as contained in this Contract; Invitation to Bid (ITB) for Hi-Reach Cleaning Services, and any subsequent information submitted by Company during the evaluation process.

Maintenance Contract Hi-Reach Cleaning Services Hillsborough County Aviation Authority Page 4 of 35

II.G Company Supervisor

Individual responsible for the day-to-day management of the Work.

II.H Contract Year

(a) With respect to the first year of this Contract, the period commencing on November 1, 2023, and continuing through October 31, 2024. (b) With respect to subsequent years of this Contract, each consecutive twelve-month period thereafter.

II.I FAA

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

II.J Fiscal Year

October 1st through September 30th.

II.K 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.

II.L Personnel

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

II.M Rental Car Center (RCC)

The consolidated rental car facility is located at south of the Main Terminal that houses the on-Airport rental car companies.

II.N Services

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

II.O Service Area (SA)

The facility requiring Services to be performed by Company.

II.P Term

November 1, 2023 through October 31, 2028.

Maintenance Contract Hi-Reach Cleaning Services Hillsborough County Aviation Authority Page 5 of 35

II.Q TSA

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

II.R Vice President of Maintenance

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

III. SCOPE OF WORK

III.A Scope Attached

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

III.B Extra Work

Authority may require deletions or additions to Exhibit A, Scope of Work, including short-term requirements for the performance of additional related work (Extra Work). The Extra Work schedule may go beyond the termination date of this Contract if necessary to complete the associated tasks. Company will only begin work upon execution of a written letter by Company and Authority. Company will use its best efforts to ensure that each task is completed on budget and on time according to the agreed upon work schedule.

If Authority and Company cannot agree on the details of the Extra Work, Authority will be entitled to select another company to provide the Services. If Company cannot complete the Extra Work within the agreed upon schedule and/or costs, Authority will terminate the Extra Work authorization and Authority will be entitled to select another company to provide the Work.

III.C Authority Contact Person

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

III.D <u>Company Supervisor</u>

Company has designated _____ as the Company Supervisor. The Company Supervisor will not be removed from overseeing and managing the Services without the approval of Authority. The removal of the Company Supervisor due to incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Contract. Company will not

make any changes of the Company Supervisor until written notice is made to and approved by the Vice President of Maintenance.

III.E 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 the prior written approval of the 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.

IV. TERM

IV.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.

IV.B Term

The Term of this Contract commences on Wednesday, November 1, 2023 and will continue through Tuesday, October 31, 2028 unless terminated earlier as provided herein.

IV.C Commencement of Fees and Charges

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

IV.D <u>Early Termination</u>

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

V. FEES AND PAYMENTS

V.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.

V.B Payment

- A. For the performance of this Contract and in accordance with Exhibit A, Scope of Work, Authority will pay Company for the first year of Services based on Authority-approved pricing as specified in Exhibit C, Pricing Schedule, which is attached hereto and incorporated herein by reference.
- B. The rates may be adjusted not more than 5% by mutual agreement in writing between the Parties at the beginning of each Contract year.
- C. New locations, Extra Work, and changes in work may be added or deleted only via written letter and revised Exhibit B, Locations. Any Extra Work, changes in work, or new locations shall be serviced at rates to be negotiated and similar to those listed in Exhibit C, Pricing Schedule.
- D. No Services can be performed without a Purchase Order in place.
- E. No payment for Services will be payable by Authority for any month in which Company fails to complete specified scheduled Services. However, Authority may agree to pay a reduced or prorated amount if Company's failure to provide the Services as specified was beyond Company's reasonable control or was otherwise approved by and/or is in the best interest of Authority.
- F. All Services will be scheduled with Vice President of Maintenance and will be accomplished during the hours scheduled. Authority has the right to order Services to be performed during both regular and non-regular hours.
- G. Authority will conduct inspections as outlined in Exhibit A, Scope of Work, and notify Company of discrepancies. In the event of unsatisfactory performance, Authority reserves the right to deduct assessed fees in the amount of \$100 per occurrence and require Company to provide a written corrective action plan documenting how Company will prevent future discrepancies. In the event repeated incidents of unsatisfactory performance occur after corrective action plan has been submitted, Authority reserves the right to deduct affected tasks for the affected Service Area from the current month's invoice due to non-performance.

V.C Invoices

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

V.D 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.

V.E 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.

VI. 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.

VII. 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.

VIII. QUALITY ASSURANCE

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

Maintenance Contract Hi-Reach Cleaning Services Hillsborough County Aviation Authority Page 9 of 35

IX. 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 Work under this Contract. Company further acknowledges that this Contract is not a guarantee of the assignment of any work and that the assignment of work to others is solely within Authority discretion.

X. DEFAULT, REMEDIES, AND TERMINATION RIGHTS

X.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.

X.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.

X.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.D>, Early Termination.

X.D Continuing Responsibilities of Company

Maintenance Contract Hi-Reach Cleaning Services Hillsborough County Aviation Authority Page 11 of 35

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.

XI. INDEMNIFICATION

A. To the maximum extent permitted by Florida law, in addition to the Company's obligation to provide pay for and maintain insurance as set forth elsewhere in this Contract, the 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 dispute resolution 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), errors, recklessness, intentional wrongful conduct, activities, or operations;
- 3. any breach of the terms of this Contract;
- 4. performance, non-performance or purported performance of this Contract;
- 5. violation of any law, regulation, rule, order, decree, ordinance, Federal directive or Federal circular;
- 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, whether the liability, suit, suit, claim, procedure, lien, expense, loss, cost, royalty, fine or damages is caused in part by an 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, or 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, expenses, 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 the:
- 1. presence on, use or occupancy of Authority property;
- 2. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;

- 3. any breach of the terms of this Contract;
- 4. performance, non-performance or purported performance of this Contract;
- 5. violation of any law, regulation, rule, order, decree, ordinance, Federal directive, Federal circular 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 duty to defend 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, or 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.

XII. ACCOUNTING RECORDS/AUDIT REQUIREMENTS

XII.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.

XII.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

Maintenance Contract
Hi-Reach Cleaning Services
Hillsborough County Aviation Authority

Page 14 of 35

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.

XIII. LIQUIDATED DAMAGES

If any portion of the Work required by this Contract are not commenced on the first date of the Maintenance Contract
Page 15 of 35
Hi-Reach Cleaning Services
Hillsborough County Aviation Authority

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 for the facility and is in addition to all other remedies available to Authority under this Contract. Upon imposition of liquidated damages under this Article, Authority may either deduct the liquidated damage amounts from any payment due to Company or deduct the liquidated damages from Company's performance guaranty within ten (10) days of the date the liquidated damages were imposed.

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

XIV. 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.

XIV.A Required Coverage - Minimum Limits

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

Maintenance Contract Hi-Reach Cleaning Services Hillsborough County Aviation Authority Page 16 of 35

diminished by claims unrelated to this Contract.

XIV.B Commercial General Liability Insurance

The minimum limits of insurance covering the Work performed pursuant to this Contract will be the amounts specified herein. Coverage will be provided for liability resulting out of or in connection with, ongoing operations performed by, or on behalf of, the Company under this Contract or the use or occupancy of Authority premises by, or on behalf of the Company in connection with this Contract. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 30 37 10 01.

	Contract <u>Specific</u>
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000

XIV.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

XIV.D <u>Business Automobile Liability Insurance</u>

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

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

XIV.E Professional Liability Insurance

Maintenance Contract Hi-Reach Cleaning Services Hillsborough County Aviation Authority Page 17 of 35

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

Each Occurrence \$1,000,000

Annual Aggregate \$1,000,000

XIV.F Waiver of Subrogation

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

XIV.G Incident Notification

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

XIV.H <u>Customer Claims, Issues, or Complaints</u>

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.

XIV.I Conditions of Acceptance

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

XV. NON-DISCRIMINATION

During the performance of this Contract, Company, for itself, its assignees and successors in

Maintenance Contract Hi-Reach Cleaning Services Hillsborough County Aviation Authority Page 18 of 35

interest, agrees as follows:

- A. Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (Regulations), which are incorporated herein by reference and made a part of this Contract.
- B. Civil Rights. Company, with regard to the work performed by it under this Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Contract, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:
 - 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 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);
 - 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.

XVI. 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.

XVII. 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.

XVIII. DISPUTE RESOLUTION

XVIII.A Claims and Disputes

Maintenance Contract Hi-Reach Cleaning Services Hillsborough County Aviation Authority Page 21 of 35

- 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.

XVIII.B<u>Resolution of Claims and Disputes</u>

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.

XIX. 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.

XX. 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.

Maintenance Contract Hi-Reach Cleaning Services Hillsborough County Aviation Authority Page 23 of 35

XXI. LAWS, REGULATIONS, ORDINANCES, AND RULES

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

XXII. 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.

XXIII. 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.

XXIV. 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: OR (HAND DELIVERY)

(MAIL DELIVERY) HILLSBOROUGH COUNTY

AVIATION AUTHORITY

HILLSBOROUGH COUNTY AVIATION SKYCENTER ONE

AUTHORITY

TAMPA INTERNATIONAL AIRPORT 5411 SKYCENTER DRIVE

P.O. BOX 22287 SUITE 500

TAMPA, FLORIDA 33622-2287 TAMPA, FLORIDA 33607-1470

ATTN: CHIEF EXECUTIVE OFFICER ATTN: CHIEF EXECUTIVE

OFFICER

TO COMPANY:

(MAIL DELIVERY)	OR	(HAND DELIVERY)
A-1 Orange Exterior Building Services LLC		A-1 Orange Exterior Building Services LLC
1345 Long Street		1345 Long Street
Orlando, FL 32805		Orlando, FL 32805
Attn: Carin Mack		Attn: Carin Mack

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.

Maintenance Contract Hi-Reach Cleaning Services Hillsborough County Aviation Authority Page 25 of 35

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.

XXV. 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.

XXVI. SUBORDINATION TO TRUST AGREEMENT

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

XXVII. ASSIGNMENT AND SUBCONTRACTING

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

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

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

XXVIII. 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,

Maintenance Contract Hi-Reach Cleaning Services Hillsborough County Aviation Authority Page 26 of 35

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.

XXIX. EMPLOYEE PARKING

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

XXX. 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.

XXXI. SCRUTINIZED COMPANIES

Company is required to complete <Exhibit B>, Scrutinized Company Certification, at the time this Contract is executed and to complete a new <Exhibit B> 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.

XXXII. 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.

XXXIII. 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.

XXXIV. TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

XXXV. 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, access, acquisition, 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.

XXXVI. WAIVERS

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or Contract herein contained, nor of the strict and prompt performance thereof by 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.

Maintenance Contract Hi-Reach Cleaning Services Hillsborough County Aviation Authority Page 29 of 35

XXXVII. 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.

XXXVIII. 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.

XXXIX. 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.

XL. 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.

XLI. 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.

XLII. HEADINGS

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

XLIII. SIGNATURES

XLIII. 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.

XLIII.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.

XLIV. PUBLIC ENTITY CRIME

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

XLV. MISCELLANEOUS

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

XLVI. 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

Maintenance Contract Hi-Reach Cleaning Services Hillsborough County Aviation Authority Page 31 of 35

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.

XLVII. 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.

XLVIII. CONTRACT CHANGES

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

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

XLVIII.A Claim for Payment

Any claim for payment for changes in the Work 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 Work unless such revised Work are specifically authorized in writing by Authority in advance. The terms of this Article may not be waived by Authority unless such waiver is in writing and makes specific reference to this Article.

Changes in the Work 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.

XLVIII.B Right to Carry Out the Services

If Company defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) 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

Maintenance Contract Hi-Reach Cleaning Services Hillsborough County Aviation Authority Page 32 of 35

deficiencies. In such case an appropriate change order will be issued deducting from payments then or thereafter due Company the cost of correcting such deficiencies, including compensation for another Company's or Authority's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due Company are not sufficient to cover such amounts, Company will pay the difference to Authority.

XLIX. COMPLETE CONTRACT

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

	, 2023.	HILLSBOROUGH COUNTY AVIATION AUTHORITY
		THE ESSENCE OF THE TANK THE THE THE TANK THE THE TANK THE THE TANK
ATTEST:		BY:
	Jane Castor, Secretary	Gary Harrod , Chairman
Address:	PO Box 22287	Address: PO Box 22287
	Tampa, FL 33622	Tampa, FL 33622
		LEGAL FORM APPROVED:
WITNESS:		BY:
	Signature	David Scott Knight, Assistant General Counsel
	Printed Name	
HILLSBOROUGH	I COUNTY AVIATION AUTHORITY	
STATE OF FLORI		
COUNTY OF HIL		
		efore me by means of \square physical presence or \square online authorizatio
		Harrod, in the capacity of Chairman, and by Jane Castor in the
		Aviation Authority, a public body corporate under the laws of the
State of Florida	, on its behalf.	
Stamp or Seal of N	Notary	
		Signature of Notary
		Print, Type, or Stamp Commissioned Name of Notary
Personally Knov	vn OR Produced Identification	

A-1 ORANGE EXTERIOR BUILDING SERVICES LLC

Signed in the Presence of:	BY:	
	Signature	
Witness	Title	
Printed Name	Printed Name	
Witness	Printed Address	
Printed Name	City/State/Zip	
	e me by means of \square physical presence or \square online notarization,	
this day of, 2023, by	as Name of person)	
·	e of party on behalf of whom contract was executed)	
(type of authority) (name	e of party on behalf of whom contract was executed)	
Stamp or Seal of Notary		
	Signature of Notary	
	Print, Type, or Stamp Commissioned Name of Notary	
Personally Known OR Produced Identification		

Type of Identification Produced

Exhibit A Scope of Work

Company will perform hi-reach cleaning services (Services) in accordance with the terms and conditions of this Scope of Work.

A. Scope

Company will, at its own cost and expense, furnish all labor, materials, tools, supplies, and equipment to perform the Services in accordance with this Contract. All work must be performed satisfactorily, as determined by the Authority, and per the requirements of this Contract.

Examples of unsatisfactory performance include, but are not limited to, failure to provide adequate or properly trained and badged Personnel and supervision; improper use of tools, equipment, or cleaning supplies; dirt, foreign matter, streaks, smears, or handprints on surfaces after cleaning; and overspray of cleaning fluids or cleaning fluid residue not immediately removed from adjacent surfaces.

B. Performance of Services

The following procedures and methods will be adhered to by Company in the performance of Services. Should Company's performance be deemed unsatisfactory, the Company will be required to provide adequate Personnel, supplies, equipment, or otherwise immediately correct the unsatisfactory performance.

Company will:

- 1. Complete all scheduled work under this Scope of Work in consecutive regular working days, including weekends.
- 2. Notify Authority a minimum of eight (8) hours prior to the commencement of work. All work will be completely performed by the next work session.
- 3. Upon completion of work performed, submit a work ticket to Authority Director of Maintenance or designee in an approved format and delivery method with the appropriate comments added and the signature of Company's Supervisor or lead.
- 4. Protect the building furnishings and finishes and prevent soiling and damage to other building surfaces during the provision of work and Extra Work.
- 5. Ensure surfaces adjacent to the surfaces being cleaned are protected.
- 6. Ensure window sills, ledges, and mullions are cleaned and dried.
- 7. Should it be necessary to erect a ladder, scaffolding, or other high-reach types of lift equipment in an area subject to aircraft, vehicular traffic, and/or pedestrian traffic, be responsible for properly coordinating, marking, delineating, and securing such area

- to protect the property and safety of the aircraft, vehicle and/or pedestrian traffic, as well as the safety of Company Personnel.
- 8. Not use any high-reach lifting equipment around the presence of aircraft that allows or provides for self-propelled movement in any horizontal direction.
- 9. Dust, wash and clean surfaces to remove all loose and adhered dirt or soil matter from the entire surface area.
- 10. Ensure all power-washed surfaces are free from dirt, discoloration, foreign matter, film, etc.

C. Clean-up Requirements

Company will:

- 1. Thoroughly clean the work areas of the Airport and remove all excess materials and debris generated by the performance of Services.
- 2. Clean the work areas at the end of each workday with a complete and thorough cleanup of the entire job site at the completion of the work task or Work Order.
- 3. Perform all clean-up activities at no additional cost to Authority.

D. Extra Work and Changes in Work

At Authority's request, Company will provide additional related services not specifically identified in this Scope of Work (Extra Work). All work will be subject to inspection and acceptance by the Authority.

In the event that Extra Work or changes to the work result in any decrease or increase in time required and/or cost to the Authority, Company must immediately advise Authority in writing of the changes for review and approval. Compensation for all changes to the work or Extra Work will be in accordance with Article 4, Fees and Payments, as outlined in this Contract.

Authority Vice President of Maintenance will:

- 1. Have the right to make changes to the work or the character or quantity of the work described in this Scope of Work via letter as deemed necessary or desirable to complete the proposed Services in an acceptable and satisfactory manner.
- 2. Authorize minor changes in the work via letter, as necessary, that are consistent with the overall intent of the requirements of this Contract and Company agrees to make these minor changes at no additional costs.
- 3. Have the right to terminate any applicable extra work authorization and make arrangements as may be deemed necessary to obtain the required Services for that

Contract

Exhibit A, Scope of Work Hillsborough County Aviation Authority Hi-Reach Cleaning Services

Issued: October 2, 2023 Page 2 of 11 specific authorization if a satisfactory adjustment in price or time cannot be reached for any changes in work or Extra Work.

E. Scheduling

- 1. Prior to the implementation of Services, Company will develop an annual general work schedule indicating the areas to be cleaned for each specific month, to include the frequency of cleaning, and will submit the schedules to the Authority for approval. Authority reserves the right to adjust the work schedules and work schedule format.
- 2. Authority will review the general work schedule and the frequency set forth therein to ensure that the work specified is performed on a regular basis, with minimum disruption to the Airport, and with relatively equal time lapses between performances.
- 3. Company will schedule monthly feedback meetings with Authority Contract Manager to review the performance of services, address any items from either party that could potentially impact performance, explore possible joint solutions before performance issues arise, and provide meeting minutes at the conclusion of the meeting.

F. Working Hours

For most work, Company will provide Services at night between the hours of 11:00 p.m. and 7:00 a.m. Authority may authorize work during other hours due to activity at the Airport. All work must be scheduled with the Vice President of Maintenance or designee at the respective service location and will be accomplished during the hours scheduled. Authority reserves the right to order work to be performed during both regular and non-regular hours.

G. Inspections

- 1. All work will be subject to inspection and acceptance by Authority.
- 2. Authority reserves the right at any time, directly or indirectly through a third party, to examine materials, equipment, and Personnel practices used by Company and to observe the operations of the Company, its agents, servants, and Personnel.
- 3. A quality assurance and quality control plan must be submitted by Company and approved by Authority.

H. Personnel

Company will:

- 1. Maintain a drug-free workplace within the meaning of the Florida Drug-Free Workplace Act.
- 2. Ensure its Personnel comply with the Rules and Regulations of Authority.
- 3. Be responsible for the conduct, demeanor and appearance of all Personnel performing the Services.
- 4. Be solely responsible for the safety, conduct and performance of its Personnel and take all necessary steps to terminate Personnel who participate in acts of misconduct.

Immediately, upon written notice by Authority, Company will remove from its payroll, any Personnel who participate in unsafe and/or illegal acts, who violate Authority Rules and Regulations, or who, in the opinion of Company or Authority, are otherwise detrimental to the public.

- 5. Use all reasonable care consistent with its rights to manage and control its operation, not to employ any persons, use any labor, use or have any equipment, or permit any condition to exist which may cause, or be conducive to, any complaint, trouble, dispute or controversy which interferes or is likely to interfere with the operation of the Airport or with other Airport employees, tenants or other stakeholders.
- 6. Immediately report all accidents or unusual incidents occurring on Airport premises to the Airport Operations Center and Authority Maintenance Department. Unusual or catastrophic events involving personnel or equipment covered by this Contract shall within five (5) days be followed by written report to Authority Director of Maintenance or designee detailing the circumstances surrounding the event and the action taken or to be taken by the Company.
- 7. Not utilize subcontractors in the performance of the Services unless previously approved in writing by Authority.
- 8. In no event, utilize independent contractors to perform any Services outlined in this Contract.

Parking

Company will not be reimbursed for parking costs incurred in the performance of Services. Company will be allowed one (1) parking space in designated service vehicle parking areas at no charge. No more than one (1) Company vehicle will be permitted in the service parking areas at any given time. Such vehicle must be clearly marked with Company's name.

J. Airport Operations

Company will:

- 1. Ensure that the provision of its Services do not interrupt operations at the Airport except as specified herein.
- 2. Not allow the existence of any condition which has the potential of creating a hazard to operations of the Airport.
- 3. Strictly comply with the requirements of this Contract and the written and verbal directions of Authority.
- 4. Not interfere with the work of other activities or the flow of passenger traffic at the Airport.

K. Service Area

The following listings are the Service Areas (SA) to be cleaned along with corresponding frequency of such cleaning:

Contract

Exhibit A, Scope of Work Hillsborough County Aviation Authority Hi-Reach Cleaning Services

Issued: October 2, 2023 Page 4 of 11

1. Tampa International Airport

SA#	Location	Description	Frequency	
	Main Terminal	Dust all hanging informational signs	Two times per	
	Bag Claim	(including Flight Information Displays	year (Every six	
T1	Level	(FIDs))	months)	
	Main Terminal		Two times per	
	Bag Claim	Dust soffits and ceiling ledges	year (Every six	
T2	Level	throughout the Bag Claim level	months)	
			Two times per	
	Main Terminal	Dust all hanging informational signs	year (Every six	
T3	Ticket Level	(including FIDs)	months)	
			Two times per	
	Main Terminal	Dust column uplighting and ticket	year (Every six	
T4	Ticket Level	counter cove lighting	months)	
			Two times per	
	Main Terminal	Dust ticket counter soffit HVAC nozzles	year (Every six	
T5	Ticket Level	and ceiling HVAC diffusers	months)	
			Two times per	
	Main Terminal	Dust all hanging informational signs	year (Every six	
T6	Transfer Level	(including FIDs)	months)	
			Two times per	
	Main Terminal		year (Every six	
T7	Transfer Level	Dust all column mounted uplighting	months)	
		Dust soffit (bullnose edge), soffit HVAC	Three times per	
	Main Terminal	nozzles and ceiling HVAC diffusers	year (Every four	
T8	Transfer Level	throughout the transfer level	months)	
	Main Terminal		Monthly	
Т9	Arcade	Dust both TIA models		
			Two times per	
	Main Terminal	Dust above Food Court shell space to	year (Every six	
T11	Transfer Level	include vacuum of all dust and debris	months)	
			Four times per	
	Main Terminal	Dust overhead large fans at terminal	year (every	
T12	Transfer Level	terraces (4)	three months)	
			Two times per	
	Main Terminal	Dust Paths Rising (ladders to the sky)	year (Every six	
T13	Transfer Level	artwork	months	
			Four times per	
	Main Terminal	Clean the Flamingo and mirrored metal	year (Every	
T14	Transfer Level	panels	three months	

		Clean/ remove cobwebs and dust from	Four times per
	Main Terminal	all overhead area including pipes,	year (Every
T15	Baggage level	conduits and lighting fixtures	three months)
			Two times per
			year (every six
A1	Airside A	Dust shuttle lobby Glass Kite Artwork	months)
			Two times per
		Dust shuttle lobby palm trees	year (every six
A2	Airside A	Dust shuttle lobby pain trees	months)
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	All Side A		Two times per
		Dust tops of all gate podiums and gate	year (every six
А3	Airside A	signs	months)
7.0	, moide , t	Dust Birds Leaving Earth artwork located	Two times per
		at the security Lobby and (5) smaller	year (every six
A4	Airside A	hanging paintings	months)
		3 01	Four times per
			year (Every
A5	Airside A	Dust/clean high ceiling HVAC diffusers	three months)
			Two times per
			year (every six
A6	Airside A	Dust center soffit edge	months)
			Two times per
			year (every six
A7	Airside A	Dust ceiling I-Beam ledges	months)
			Two times per
		Dust and remove debris from window	year (every six
A8	Airside A	wall beams	months)
		Dust top of all free-standing wall	Two times per
		systems, including upper-level removal	year (every six
		of all dirt and debris – vacuum dust	months)
A9	Airside A	build-up	
			Two times per
		Dust all hanging informational signs	year (every six
A10	Airside A	(including FIDs)	months)
			Two times per
		Dust above Food Court shell space to	year (every six
A11	Airside A	include vacuum of all dust and debris	months)
		Dust some a Binds of Flight (CC)	Two times per
A 1 2	۸:۵۵:۵۰ ۸	Dust copper Birds of Flight (66); to	year (every six
A12	Airside A	include suspension wires	months)

			Four times per
		Dust/clean large ceiling fans at security	year (Every
A13	Airside A	checkpoint	three months)
		Dust and vacuum tops of all free-	Two times per
		standing wall systems, including upper	year (every six
C1	Airside C	level	months)
			Two times per
		Dust tops of gate podiums and gate	year (every six
C2	Airside C	signs	months)
			Two times per
		Dust all hanging informational signs	year (every six
C3	Airside C	(including FIDs)	months)
		Food Court shell space – remove all dust	Two times per
		and debris above food court, restrooms	year (every six
		and concession kitchen – vacuum of	months)
C4	Airside C	dust build-up	
			Two times per
		Dust and remove debris from window	year (every six
C5	Airside C	wall beams	months)
			Two times per
		Dust and remove debris form soffits	year (every six
C6	Airside C	above security	months)
			Two times per
		Dust/clean high-ceiling HVAC diffusers in	year (every six
C7	Airside C	food court area	months)
		Dust security area artwork Final	Two times per
		Boarding Call	year (every six
		Note: Surface of painting should be	months)
		lightly dusted but the painting should	
		never been cleaned with any detergents	
C8	Airside C	or solvents	
		Dust aluminum structural wing in front	Two times per
		of retail concessions	year (every six
		Note: Should be lightly feather dusted	months)
		and care should be taken to not put	
	A: : 1 O	unprotected hands on aluminum. Panels	
C9	Airside C	with figures should not be polished	T - 1'
		Occarband colors land at the state of the st	Two times per
610	A : C	Overhead wing located in skylight well	year (every six
C10	Airside C	across from Marche C	months)

		T	ı
C11	Airside C	Dust Barnstormer and Orange Blossom artwork Note: Routine maintenance for the Barnstormer includes periodic dusting with a soft cloth dampened with distilled water	Two times per year (every six months)
		Clean entire ceiling – first quarter of	One time
C13	Airside C	contract year	annually
E1	Airside E	Dust and remove debris from window wall beams	Two times per year (every six months)
		Dust tops of gate podiums and gate	Two times per year (every six
E2	Airside E	signs	months)
E3	Airside E	Dust all hanging informational signs (including FIDs)	Two times per year (every six months)
LJ	All side L	Dust artwork throughout hold room and	Two times per
E4	Airside E	security entrance - 7 WPA murals across from gate podiums	year (every six months)
L4	All side E	Trom gate podiums	Two times per
		Dust and remove debris from mezzanine	year (every six
E5	Airside E	edge	months)
E6	Airside E	Dust I-Beam edges	Yearly
E7	Airside E	Dust stainless architectural feature above security lanes - both entrance and exit sides, including artwork and ledges	Six times per year (every two months)
E8	Airside E	Dust and remove debris of soffit/ledges throughout hold room	Two times per year (every six months)
E9	Airside E	Dust palm trees in shuttle lobby	Two times per year (every six months)
F4.0	مانيونا د ا		Two times per year (every six
E10	Airside E	Dust/clean high-ceiling HVAC diffusers	months)
F1	Airside F	Dust overhead structural steel tubing, speaker globes and uplighting	Yearly
			Two times per
		Dust tops of gate podiums and gate	year (every six
F2	Airside F	signs	months)

			Two times per
		Dust soffits and HVAC diffusers located	year (every six
F3	Airside F	on soffit vertical wall	months)
13	All Sluc I	on some vertical wan	Two times per
		Dust all hanging informational signs	year (every six
F4	Airside F	(including FIDs)	months)
Г4	All Slue F	Dust overhead Hearts artwork at Gate	,
		90 area	Two times per
			year (every six
		Note: Should a deeper cleaning other	months)
		than a light dusting be required, please	
	۸:: ا	contact Director of Maintenance for	
F5	Airside F	special cleaning requirements	T
		Dust overhead Tendrils artwork center	Two times per
		of hold room just past security	year (every six
		Note: Should a deeper cleaning other	months)
		than a light dusting be required, please	
5 6	A	contact Director of Maintenance for	
F6	Airside F	special cleaning requirements.	
			Two times per
	Airside F FIS		year (every six
F7	Lobby	Dust artwork in second level of atrium	months)
			Two times per
	Airside F FIS	Dust Occulus soffit and Welcome to	year (every six
F8	Lobby	Tampa soffit both elevations	months)
			Two times per
	Airside F FIS		year (every six
F9	Lobby	Dust entrance to FIS canopy	months)
	Economy		Two times per
	Parking Garage		year (every six
	Elevator		months)
EC01	Lobbies (4)	Dust window wall beams on Levels 1 & 6	

2. Rental Car Center

SA#	Location	Description	Frequency	
			Two times per	
RCC1	RCC1 Customer Dust all hanging informational signs Service Area (including FIDs)		year (every six	
			months)	
		Dust hanging artwork Symbols,	Two times per	
RCC2	Customer	Systems and Proportions at North	year (every six	
	Service Area	Escalator Core	months)	

		Note: Light dusting with moist cloth recommended. Do not use dripping wet cloth			
RCC3 Customer South Escalato Note: Light dus		Dust hanging artwork Palimpsest at South Escalator Core Note: Light dusting with compressed	year (every six		
	Service Area	air	Two times per		
RCC4	Customer Service Area	tomer Dust soffit and HVAC diffusers above			
RCC5	Customer Service Area	Dust North and South end window wall beams	Two times per year (every six months)		
RCC6	Customer Service Area	Dust North and South end clearstory soffit	Two times per year (every six months)		
RCC7	Customer Service Area	Dust North and South atrium horizontal concrete beams	Four times per year (every three months)		
RCC8	Customer Service Area	Dust East side horizontal soffit located in North and South atriums	Four times per year (every three months)		

3. Sky Connect Station 1

SA#	Location	Description	Frequency	
			Two times per	
APM1A	Sky Connect	Dust all hanging informational signs	year (every six	
	Station 1	(including FIDs)	months)	
		Dust overhead turtle and hatchlings	Two times per	
APM1B		including suspension wire – must use	year (every six	
AFIVITE	Sky Connect	JLG X500AJ lift – only lift authorized	months)	
	Station 1	in this area		
			Two times per	
APM1C	Sky Connect	Dust soffit edge and HVAC diffusers	year (every six	
	Station 1	above both station entrance walls	months)	
		Dust soffit edge and HVAC diffusers	Four times per	
APM1D	Sky Connect	to left and right of escalators to	year (every	
	Station 1	ticketing	three months)	

4. Sky Connect Station 2 (Economy Garage)

SA#	Location	Description	Frequency	
			Two times per	
APM2A	Sky Connect	Dust all hanging informational signs	year (every six	
	Station 2	(including FIDs)	months)	
			Two times per	
APM2B	Sky Connect	Dust soffit edge and HVAC diffusers	year (every six	
	Station 2	above both station entrance walls	months)	

5. Sky Connect Station 3

SA#	Location	Description	Frequency	
			Two times per	
APM3A	Sky Connect	Dust all hanging informational signs	year (every six	
	Station 3	(including FIDs)	months)	
		Dust soffit edge and HVAC diffusers	Two times per	
APM3B	Sky Connect	above station doors (3) entrance	year (every six	
	Station 3	walls	months)	

6. SkyCenter Atrium

SA#	Location	Description	Frequency
			Two times per
AT1	SkyCenter	Dust all hanging pieces of artwork	year (every six
	Atrium	Cove	months)
			Two times per
AT2 SkyCenter Dust hanging artwork support cables		Dust hanging artwork Nebula and	year (every six
		support cables	months)
		Dust and clean atrium west side 8'	Monthly
AT3	AT3 SkyCenter wide ledge adjacent vestibule with		
	Atrium	sunroof	
			Two times per
AT4	SkyCenter	Dust and clean interior elevations	year (every six
	Atrium	structural tubing	months)

(The remainder of this page was intentionally left blank)

Exhibit B Locations

1. Tampa International Airport – Main Terminal



T1.



T2



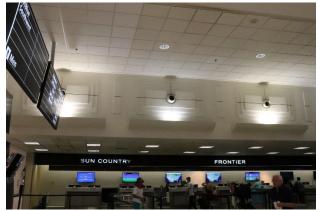
T3.



T4

Exhibit B, Locations Hillsborough County Aviation Authority Hi-Reach Cleaning Services

Issued: October 2, 2023 Page 1 of 22





I T5.



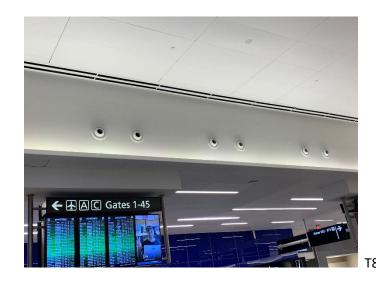
T6.



T7.

Exhibit B, Locations Hillsborough County Aviation Authority Hi-Reach Cleaning Services

Issued: October 2, 2023 Page 2 of 22





T9.



T10.

Exhibit B, Locations Hillsborough County Aviation Authority Hi-Reach Cleaning Services

Issued: October 2, 2023 Page 3 of 22



T10.

1 111.



T12.



Г13.

Exhibit B, Locations Hillsborough County Aviation Authority Hi-Reach Cleaning Services

Issued: October 2, 2023 Page 4 of 22



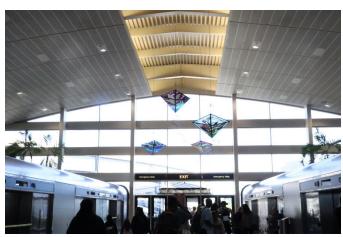
T14.



T15.



T15.



Δ1



A2.



A2.

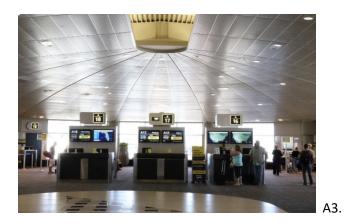


Exhibit B, Locations Hillsborough County Aviation Authority Hi-Reach Cleaning Services



Issued: October 2, 2023 Page 6 of 22







A6 & A7.



Exhibit B, Locations Hillsborough County Aviation Authority Hi-Reach Cleaning Services



A9.





Δ10





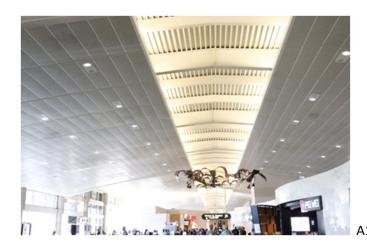


Exhibit B, Locations Hillsborough County Aviation Authority Hi-Reach Cleaning Services

Issued: October 2, 2023 Page 8 of 22



A13.



C1



C2.



C3









Exhibit B, Locations Hillsborough County Aviation Authority Hi-Reach Cleaning Services

Issued: October 2, 2023 Page 10 of 22



SPANX ODYSION

C9.



L10.

Contract



C11.

Exhibit B, Locations Hillsborough County Aviation Authority Hi-Reach Cleaning Services

Issued: October 2, 2023 Page 11 of 22





C13.



75

E2.

Exhibit B, Locations Hillsborough County Aviation Authority Hi-Reach Cleaning Services

Issued: October 2, 2023 Page 12 of 22





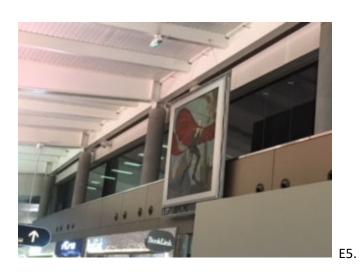




Exhibit B, Locations Hillsborough County Aviation Authority Hi-Reach Cleaning Services

Issued: October 2, 2023 Page 13 of 22







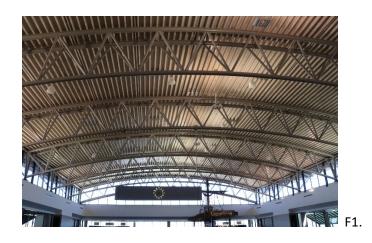
Exhibit B, Locations Hillsborough County Aviation Authority Hi-Reach Cleaning Services

Issued: October 2, 2023 Page 14 of 22





E10.





F2.

Exhibit B, Locations Hillsborough County Aviation Authority Hi-Reach Cleaning Services

Issued: October 2, 2023 Page 15 of 22







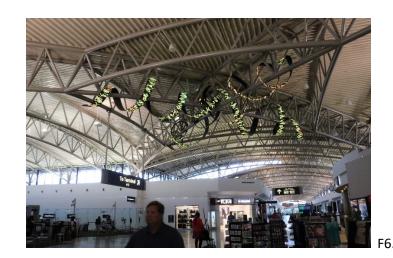


Exhibit B, Locations Hillsborough County Aviation Authority Hi-Reach Cleaning Services

Issued: October 2, 2023 Page 16 of 22











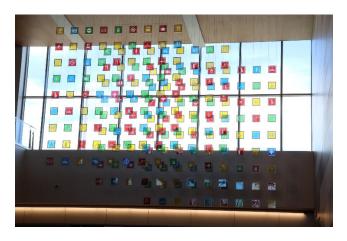


EC01.

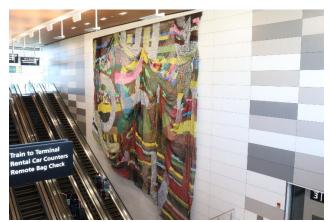
2. Rental Car Center



RCC1.



RCC2.



RCC3



RCC4.



RCC5.



RCC6.



RCC7.



RCCR

3. Sky Connect Station 1



ΔΡΙΛ1Δ



APM1



APM1C.

4. Sky Connect Station 2 (Economy Garage)

Exhibit B, Locations Hillsborough County Aviation Authority Hi-Reach Cleaning Services



APM1D.

Issued: October 2, 2023 Page 20 of 22



APM2A.



APM2B

5. Sky Connect Station 3



APM3A.



APM3B.

6. SkyCenter Atrium

Exhibit B, Locations Hillsborough County Aviation Authority Hi-Reach Cleaning Services

Issued: October 2, 2023 Page 21 of 22





AT2.



AT3



AT4.

Exhibit B, Locations Hillsborough County Aviation Authority Hi-Reach Cleaning Services

Issued: October 2, 2023 Page 22 of 22

Service Area 1: Tampa International Airport				A-1 Orange Exterior Building Servic		
Line			Unit of			
Item	Description	Qty	Measure	Unit Cost	Total	
	Dust all hanging informational signs (including Flight					
T1	Information Displays (FIDs))	2	Each	\$605.00	\$1,210.00	
	Dust soffits and ceiling ledges throughout the Bag					
T2	Claim Level	2	Each	\$605.00	\$1,210.00	
T3	Dust all hanging informational signs (including FIDs)	2	Each	\$1,059.00	\$2,118.00	
	Dust column uplighting and ticket counter cove					
T4	lighting	2	Each	\$1,059.00	\$2,118.00	
	Dust ticket counter soffit HVAC nozzles and ceiling					
T5	HVAC diffusers	2	Each	\$605.00	\$1,210.00	
	Dust all hanging informational signs					
T6	(including FIDs)	2	Each	\$605.00	\$1,210.00	
T7	Dust all column mounted uplighting	2	Each	\$303.00	\$606.00	
	Dust soffit (bullnose edge), soffit HVAC nozzles and					
T8	ceiling HVAC diffusers throughout the transfer level	3	Each	\$605.00	\$1,815.00	
Т9	Dust both TPA models	12	Each	\$76.00	\$912.00	
	Dust above Food Court shell space to include					
T11	vacuuming of all dust and debris	2	Each	\$303.00	\$606.00	
T12	Dust overhead large fans at terminal terraces		Each	\$605.00	\$2,420.00	
T13	Dust Paths Rising (ladders to the sky) artwork	2	Each	\$605.00	\$1,210.00	
T14	Clean the Flamingo and mirrored metal panels	4	Each	\$605.00	\$2,420.00	
	Clean/ remove cobwebs and dust from all overhead					
T15	areas including pipes, conduits and lighting fixtures	4	Each	\$2,420.00	\$9,680.00	
A1	Dust shuttle lobby Glass Kite Artwork	2	Each	\$303.00	\$606.00	
A2	Dust shuttle lobby palm trees	2	Each	\$76.00	\$152.00	
А3	Dust tops of all gate podiums and gate signs	2	Each	\$605.00	\$1,210.00	
	Dust Birds Leaving Earth artwork located at the					
A4	security Lobby and (5) smaller hanging paintings	2	Each	\$303.00	\$606.00	
A5	Dust/clean heigh ceiling HVAC diffusers	4	Each	\$3,025.00	\$12,100.00	

Service Area 1: Tampa International Airport				A-1 Orange Exterior Building Service	
Line			Unit of		
ltem	Description	Qty	Measure	Unit Cost	Total
A6	Dust center soffit edge	2	Each	\$1,513.00	\$3,026.00
A7	Dust ceiling I-Beam ledges	2	Each	\$605.00	\$1,210.00
A8	Dust and remove debris from window wall beams	2	Each	\$605.00	\$1,210.00
	Dust top of all free-standing wall systems, including upper-level removal of all dirt and debris and				
A9	vacuum dust build-up	2	Each	\$908.00	\$1,816.00
A10	Dust all hanging informational signs (including FIDs)	2	Each	\$605.00	\$1,210.00
	Dust above Food Court shell space to include				
A11	vacuuming of all dust and debris	2	Each	\$605.00	\$1,210.00
	Dust copper Birds of Flight (66) to include				
A12	suspension wires	2	Each	\$908.00	\$1,816.00
A13	Dust/clean large ceiling fan at security checkpoint	4	Each	\$303.00	\$1,212.00
	Dust and vacuum tops of all free-standing wall				
C1	systems, including upper level	2	Each	\$908.00	\$1,816.00
C2	Dust tops of gate podiums and gate signs	2	Each	\$605.00	\$1,210.00
C3	Dust all hanging informational signs (including FIDs)	2	Each	\$605.00	\$1,210.00
	In Food Court shell space, remove all dust and debris above Food Court, restrooms and concession kitchen				
C4	and vacuum dust build-up	2	Each	\$605.00	\$1,210.00
C5	Dust and remove debris from window wall beams	2	Each	\$908.00	\$1,816.00
C6	Dust and remove debris form soffits above security	2	Each	\$303.00	\$606.00
C7	Dust/clean heigh ceiling HVAC diffusers throughout holdroom	4	Each	\$303.00	\$1,212.00
C8	Dust Final Boarding Call artwork in security area	2	Each	\$76.00	\$152.00
	Dust aluminum structural wing infront of retail				
C9	concessions	2	Each	\$1,210.00	\$2,420.00
	Dust overhead wing located in skylight well across				
C10	from Marche C	2	Each	\$303.00	\$606.00
C11	Dust Barnstormer and Orange Blossom artwork	2	Each	\$303.00	\$606.00

Service Area 1: Tampa International Airport				A-1 Orange Exterior Building Service		
Line			Unit of			
Item	Description	Qty	Measure	Unit Cost	Total	
C13	Clean entire ceiling - first quarter of Contract year	1	Each	\$18,150.00	\$18,150.00	
E1	Dust and remove debris from window wall beams	2	Each	\$756.00	\$1,512.00	
E2	Dust tops of gate podiums and gate signs	2	Each	\$605.00	\$1,210.00	
E3	Dust all hanging informational signs (including FIDs)	2	Each	\$605.00	\$1,210.00	
	Dust artwork throught hold room and security					
E4	entrance - 7 WPA murals across from gate podiums	2	Each	\$76.00	\$152.00	
E5	Dust and remove debris from mezzanine edge	2	Each	\$605.00	\$1,210.00	
E6	Dust I-Beam edges	1	Each	\$908.00	\$908.00	
	Dust stainless architectural feature above security					
	lanes - both entrance and exit sides, including					
E7	artwork and ledges	6	Each	\$303.00	\$1,818.00	
	Dust and remove debris on soffit/ledges throughout					
E8	hold room	2	Each	\$76.00	\$152.00	
E9	Dust palm trees in shuttle lobby	2	Each	\$76.00	\$152.00	
E10	Dust/clean high-ceiling HVAC diffusers	2	Each	\$1,513.00	\$3,026.00	
	Dust overhead structural steel tubing, speaker					
F1	globes and uplighting	1	Each	\$2,420.00	\$2,420.00	
F2	Dust tops of gate podiums and gate signs	2	Each	\$605.00	\$1,210.00	
	Dust soffits and HVAC difussers located on soffit					
F3	vertical wall	2	Each	\$1,210.00	\$2,420.00	
F4	Dust all hanging informational signs (including FIDs)	2	Each	\$605.00	\$1,210.00	
F5	Dust overhead Hearts artwork located at gate 90	2	Each	\$605.00	\$1,210.00	
	Dust overhead Tendrils artwork center of hold room					
F6	just past security	2	Each	\$2,420.00	\$4,840.00	
F7	Dust artwork in second level of atrium	2	Each	\$303.00	\$606.00	
	Dust Occulus soffit and Welcome to Tampa soffit					
F8	both elevations	2	Each	\$605.00	\$1,210.00	
F9	Dust entrance to FIS canopy	2	Each	\$303.00	\$606.00	
EC01	Dust window wall beams on Levels 1 & 6	2	Each	\$303.00	\$606.00	
	Total				\$114,831.00	

Service Area 2: Rental Car Center				A-1 Orange Exterior Building Service	
Line Item	Description	Quan	Unit of Mo	Unit Cost	Total
RCC1	Dust all hanging informational signs (including FIDs)	2	Each	\$303.00	\$606.00
	Dust hanging artwork "Symbols, Systems and				
RCC2	Proportions" North Escalator Core	2	Each	\$1,210.00	\$2,420.00
	Dust hanging artwork "Palimpsest" at South				
RCC3	Escalator Core	2	Each	\$605.00	\$1,210.00
	Dust soffit and HVAC diffusers above rental car				
RCC4	check in counters	2	Each	\$756.00	\$1,512.00
RCC5	Dust North and South end window wall beams	2	Each	\$605.00	\$1,210.00
RCC6	Dust North and South end clearstory soffit	2	Each	\$605.00	\$1,210.00
	Dust North and South atrium horizontal concrete				
RCC7	beams	4	Each	\$303.00	\$1,212.00
	Dust East side horizontal soffit located in North and				
RCC8	South atriums	4	Each	\$605.00	\$2,420.00
	Total				\$11,800.00
Service Area 3: Sky Connect Station 1				A-1 Orange Exteri	or Building Service
Line Item	Description	Quan	Unit of Mo	Unit Cost	Total
APM1A	Dust all hanging informational signs (including FIDs)	2	Each	\$605.00	\$1,210.00
	Dust overhead turtle and hatchlings including				
APM1B	suspension wire	2	Each	\$1,210.00	\$2,420.00
	Dust soffit edge and HVAC diffusers above both				
APM1C	station entrance walls	2	Each	\$605.00	\$1,210.00
	Dust soffit edge and HVAC diffusers to left and right				
APM1D	of escalators to ticketing	4	Each	\$605.00	\$2,420.00
	Total				\$7,260.00

Contract 4 of 5

Exhibit C, Pricing Schedule

Service A	rea 4: Sky Connect Station 2			A-1 Orange Exteri	or Building Service
Line Item	Description	Quant	Unit of Me	Unit Cost	Total
APM2A	Dust all hanging informational signs (including FIDs)	2	Each	\$303.00	\$606.00
	Dust soffit edge and HVAC diffusers above both				
APM2B	station entrance walls	2	Each	\$303.00	\$606.00
	Total				\$1,212.00
Service A	rea 5: Sky Connect Station 3			A-1 Orange Exterior Building Service	
Line Item	Description	Quant	Unit of Me	Unit Cost	Total
АРМ3А	Dust all hanging informational signs (including FIDs)	2	Each	\$303.00	\$606.00
	Dust soffit edge and HVAC diffusers above station				
АРМ3В	doors (3) entrance walls	2	Each	\$303.00	\$606.00
	Total				\$1,212.00
Service Area 6: SkyCenter Atrium				A-1 Orange Exterior Building Service	
Line Item	Description	Quant	Unit of Me	Unit Cost	Total
AT1	Dust all hanging pieces of artwork Cove	2	Each	\$605.00	\$1,210.00
AT2	Dust hanging artwork Nebula and support cables	2	Each	\$1,815.00	\$3,630.00
	Dust and clean atrium west side 8' wide ledge				
AT3	adjacent vestibule with sunroof	2	Each	\$303.00	\$606.00
AT4	Dust and clean interior elevations structural tubing	2	Each	\$908.00	\$1,816.00
	Total				\$7,262.00
Total Firs	t-Year Bid Price for All Service Areas:				\$143,577.00

Exhibit C, Pricing Schedule Hillsborough County Aviation Authority Hi-Reach Cleaning Services

Contract 5 of 5

by location

Main Terminal

Greetings from Tampa Bay

Location: Main Terminal, walkway to/from Blue Express Curbside

Description: wall-mounted images and typed stories

Artist: Sheryl Oring

Installed: installation complete April 2022 (Phase I was January 2022) **Material**: 171 Polaroid images and 123 typed stories printed on aluminum

The maintenance consists of cleaning the work with a glass cleaner and a clean microfiber cloth on a regular basis. Recommended brand of cleaner is Sprayway Glass Cleaner.

HOME

Location: Main Terminal

Description: Oversized flamingo sculpture

Artist: Matthew Mazzotta
Installed: October 2022

Material: Fiberglass, Steel, Projectors, Mirror-finished water ripple stainless steel

Fiberglass products are designed and fabricated to withstand rigorous use and hold up in the harshest of conditions. While little maintenance is required, a few simple measures will ensure years of dedicated service: Clean surfaces with a weak mixture of water/mild detergent on lint-free cloth, wipe off with a damp (water only) lint-free cloth (also see document - Fast-O+M fiberglass).

The projector fixtures do not require much maintenance. The manufacturer suggests keeping them dust free, so 2-3 times a year just wiping them down including the lens. Then once a year opening them up and checking the rotating components, pulleys and drive wheels. When checking these items it's important to note they do not have to remove the gobo's or adjust the lens, they only need to do a quick check for dust build up, flat spots on the drive wheel and to make sure the pulleys are still in the proper alignment. This will ensure the focus will not be affected and the gobo's will not be put back in the wrong way.

*The second paragraph here may be a maintenance item

Paths Rising

Location: Main Terminal, between PF Chang & Hard Rock Café

Description: a sculpture consisting of over 600 ladders

Artist: <u>Aaron Stephan</u> Installed: September 2021

Material: Basswood & aluminum; ladders are finished with Varathane Water based Polyurethane; the gold leaf





Page | 2

was coated with 2 layers of clear-coat and should not change in sheen or tarnish. The sculpture will be virtually maintenance free.

Under normal circumstances the sculpture should not require cleaning. When/if necessary, it can be dusted as needed. This can be performed with a standard duster. Alternatively, this could be performed with compressed air. In cases of localized marks or blemished, wood components can be cleaned with mild soap, water, and a raq.

Tapestries

Location: Main Terminal, Baggage Claim & Airside E (2 installed 2018, date TBD)

Description: Twenty-two triptych wool tapestries, eleven designs

Artist: Ron Renmark, Virginia & Michael Reck

Installed: 1988 Material: wool

*Cleaning the tapestries should probably not be included in this bid. Sign Age cleaned the two that were reinstalled at Airside E. The only thing that I can see us needing on occasion may be a surface vacuum...

Light Passage

Location: Airport Chapel, Landside Terminal, Level 3

Description: Glass art adorning the entryway door and interior wall of the Airport Chapel.

Artist: Yvonne Barlog

Installed: Material: glass

Burgert Brothers Photographic Collection

Location: Main Terminal, Ticketing Level, by Delta

Description: A collection of 28 cirkut images and approximately 20 8 x 10 photographs which record the unique

history of the social and urban growth of Tampa and Florida's West Coast.

Artist: Brothers Al and Jean Burgert

Installed: 2004

Material: The images were produced to film and mounted on quarter-inch thick clear plexi-glass

El Movimiento del Mar

Location: Main Termnal, Blue Baggage Claim

Description: Tile artwork adorning the top of the Marine Exhibit

Artist: Elle Terry Leonard, Sarasota, FL and Josh Johnson

Installed: 1999 Material: Tile

Tropical Fish Tile Collage

Location: Main Terminal, Red Baggage Claim

Description: Tile artwork adorning the top of the Marine Exhibit

Artist: E. Joseph McCarty

Installed: 1999 Material: Tile





Airside D Entrance Zone

The Starfish Family | Dancing Algae Location: Entrance zone to Airside D

Description: Three marble starfish + graphic wall art

Artist: Caludia Comte

Installed: Installation anticipated 1st Q 2024

Material: Three marble starfish floor sculptures + paint and vinyl wall graphic

Airside A

Copper Birds

Location: Airside A, suspended from the ceiling **Description:** A collection of 66 seabird sculptures

Artist: Roy Butler, Plantation, Florida

Installed: Originally installed in the main terminal in 1971. Relocated to Airside A in 2018.

Material: Copper, silver and bronze alloys

Birds Leaving Earth

Location: Airside A, suspended from ceiling adjacent to food court

Description: 20' square painting

Artist: Elizabeth Indianos, Tarpon Springs, FL

Installed: 1998, relocated in 2018

Material:

*This work will be relocated first quarter 2023 (will remain at Airside A)

Kites in Flight

Description: Four 6 ft high x 4 ft wide kites with 12 foot long tails **Location:** Airside A, hanging between shuttle entrance to landside

Artist: Lisa and Joe Vogt, Wesley Chapel, FL

Material: Fused glass and steel

Artwork on loan

Airside C

Specula

Location: Airside C, floor between shuttle entrance to landside

Description: A series of 22 mosaic round medallions **Artists:** Kristen Jones & Andrew Ginzel, New York, NY

Installed: 2005

Material: glass & stone terrazzo





Final Boarding Call

Location: Airside C, security screening

Description: A 17 x 11 ft. aviation themed oil painting

Artist: Christopher Still, Tarpon Springs, FL

Installed: 2005

Material: Belgium linen

Three coats of Winsor and Newton Artist's Picture varnish have been applied. The surface of the painting could be lightly dusted but the painting should never be cleaned with any detergents or solvents.

<u>q</u>

Location: Airside C, past security screening

Description: A 90' long sculpture designed to resemble the structure of an airplane wing, hanging

Artist: Christopher Still, Tarpon Springs, FL

Installed: 2005

Material: curved aluminum panels mounted to a lightweight supporting frame

The sculpture should be lightly feather dusted and care should be taken to not put unprotected hands on aluminum. Oil will appear on exposed aluminum surfaces. Panels with figures should not be polished as this may remove light engraving.

Orange Blossom!

Location: Airside C

Description: A 13' x 9' x 5' sculpture **Artist:** Stephen Robin, Philadelphia, PA

Installed: 2005

Material: aluminum sculpture mounted on a concrete base

The Barnstormer Location: Airside C

Description: An 8 ft. tall statue **Artist:** Harrison Covington

Installed: 2005

Material: silicon bronze alloy 655 sculpture mounted on a concrete base

The chemical patination is protected by 2 coats of 11565 brass lacquer supplied by G.J. Nikolas and Company. The Lacquer was then protected using Staples Bowling Alley Wax lightly applied and buffed. Routine maintenance as needed for indoor display should consist of periodic dusting with a soft cloth dampened with distilled water.





Airside E

The Art of Flight

Location: Airside E, hanging across from gates

Description: A collection of 6 framed WPA murals, painted in the 1930's (one mural has been placed into storage)

Artist: George Snow Hill

Installed: restored paintings installed 2002 (paintings originally created in 1939)

Material:

Airside F

Good Bye My Love Tampa Seven Days a Week

Location: Airside F, gate 90

Description: Ceiling hung sculptures: 7 red wings with hearts ranging in size from 12 to 14 ft

Artist: Esterio Segura Installed: 2017

Material: enamel paint, resin, clay, fiberglass, sealer

It is intended for the work to be glossy. It is made of resin and the final coat after the paint is sealer. Most likely dusting the sculptures will bring back their luster if they become dusty or dirty. However, if they need a deeper cleaning, the following should be considered:

Never use any type of brush on the surface. Never use any abrasive liquid or powder cleaner. Never use any strong detergent or bleach.

If the cleaning requires more than dusting, dilute 1 gallon of water to 1 tablespoon of liquid dish soap. Dampen a soft sponge and gently wipe down the sculptures. Rinse off the soapy residue and use a clean soft cloth to prevent water marks.

Verdant Tampa Bay

Location: Airside F, international arrivals hall

Description: mixed media landscape painting measuring 8ft x 8ft;

Artist: Elisabeth Condon

Installed: 2017

Material: Acrylic on linen

2-4 week spot-checks of dust and dirt on top and face of canvas. Lightly brush dust with clean Alvin draftsman (horsehair) duster or similar. I have one of these brushes I can turn over to you.





Tendril

Location: Airside F, just past security screening

Description: a hanging sculpture woven through the truss system

Artist: Daniel Canogar

Installed:

Material: metal, magnetic LED strips

Please, do not use any water related solution, nor wet cloth. Compressed air will be the easiest solution, but be careful not to apply too much pressure on the tile cover. It is rubber made and may be damaged. Even though the magnets used to attach the back scales to the structure are strong, using a microfilm cloth for wiping them instead of compressed air would prevent accidental de-attachments.

Blue Express Curbside.....

Tropicalismo Revisited

Location: Blue Express Curbside

Description: Composite image of foliage native to Florida

Artist: Catherine Wagner Installed: October 2021

Material: Anodized Aluminum, Fire Retardant Medium Density Fiber Board, Mill Finish Aluminum

Guidelines for care and maintenance are provided by Carlson Baker Arts, LLC as a courtesy and are for reference only. Duty of care and common sense supersede any and all verbal and/or written instructions provided. These guidelines may not be applicable depending on one or more factors including, but not limited to site conditions, availability and skill of personnel, access to necessary equipment and/or supplies.

General Care and Maintenance Guidelines Vigorous Rubbing or Wiping Will Damage the Finish

As noted above, all surfaces of the artwork are susceptible to burnishing. Care should be exercised to prevent this from happening during routine maintenance. Vigorous rubbing or wiping will alter the appearance of the artwork.

1. Ladders, Scaffolds and Other Equipment Must Never Contact the Artwork:

Ladders and other equipment necessary to reach portions of the Artwork must be carefully placed to avoid any contact with the Artwork. Personnel working on the cleaning and inspection of this Artwork must avoid leaning on or supporting themselves using any portion of the Artwork. Articles of clothing and other related materials or devices must never come into contact with the Artwork.

2. Cleaning:

The frequency of the cleaning will be dependent on a number of factors including buildup of dust and air borne particulates.





CAUTION: Never use aggressive alkaline or acid cleaners on aluminum finishes. Strong solvents or abrasive cleaners can cause damage to the surface.

3. General Cleaning:

- a. Material and particles on the artwork surface can scratch the artwork if wiped across the surface.
- b. Lightly dust of the artwork with a flexible wool duster (Image 1)
- c. To remove heavy residue place 2-3 drops of a mild detergent (Image 2) into a bucket with clean filtered water.
- d. Submerge a microfiber cloth (Image 3) in the solution, then ring out to avoid access water drips. Hold the microfiber cloth on the soiled area to loosen the residue. Blot area and repeat as necessary.
- e. Rinse with clean filtered water, using the technique describe above.
- f. Blot area with a dry microfiber cloth to remove moisture and to prevent water spotting.

4. Annual Cleaning

- a. Lightly dust of the artwork with a flexible wool duster (Image 1)
- b. Place 2-3 drops of a mild detergent (Image 2) into a bucket with clean filtered water.
- c. Beginning at the top of the Artwork, submerge a microfiber cloth in the diluted soap solution, then ring out to avoid access water drips.
- d. Wash surface, working in 2-foot sections. Do not allow soap solution to dry on surface.
- e. Rinse with clean microfiber cloth and clean filtered water.
- f. Wipe entire Artwork surface with a dry clean microfiber cloth (Image 3) to remove moisture and to prevent water spotting.

Any surface contaminants, soiling, etc. should be removed immediately by a trained conservator. Carlson Baker Arts should be notified of the incident and of the proposed cleaning procedure to be performed by the conservator prior to cleaning.

Florida Sunset

Location: Blue Express Curbside

Description: A mosaic mural is a sampling of native flowers, insects and a Snowy Egret at sunset

Artist: <u>Jason Middlebrook</u> Installed: October 2021

Material: Italian and Mexican tile called Smalti and the background tile which represents the sunset portion is

made up of BullsEyes stain glass.

Florida Sunset requires very little maintenance. Every couple of years with a damp cloth of only water the piece should be cleaned. This will require some type of lift in that the mosaic mural is over 34 feet in height. I suggest every two years unless it is appears to show dust more often. No chemicals should be used to clean the surface of the mural. A damp cotton rag and or cloth is perfect.





Red Express Curbside

Untitled

Location: Red Express Curbside

Description: A painting that is like the mapping of a landscape that has the history of the lush vegetation that

exists in Tampa, but also showing the vision of how it grew over the years.

Artist: Janaina Tschape

Installed: Installation anticipated 1st Q 2024 **Material**: Acrylic paint on milled aluminum panel

Cloud Ascent

Location: Red Express Curbside

Description: The media artwork 'Cloud Ascent' utilizes the vertical nature of the circulation space in which it is situated to recreate the experience of ascending through clouds. It expands the Artist's exploration of representing natural phenomena artificially through physics systems.

Artist: Jason Bruges

Installed: Installation anticipated 1st Q 2024

Material: Six sided cube modules are mounted on the wall. The three backlight panels emit light that passes through the three front liquid crystal panels that change in opacity, filtering the amount of light passing through to create a cloud-like display.

Sky Connect Stations

n + 1

Location: SkyConnect Station 1, main terminal

Description: turtle in solid form with 1,000 turtle hatchlings

Artist: Ralph Helmick Installed: 2018

Material: hatchlings are made of pewter, large turtle is foam

The materials are highly durable. An annual dusting of the large turtle is optimal. If the hatchlings above acquire dust as a result of H/VAC they can be given a gentle "bath" using techniques employed in chandelier cleaning. In all cases patience and restraint should characterize all phases of maintenance.

Extension poles with attachments are commonplace in building maintenance. This should enable caretakers to reach the big turtle from the side railings. A feather duster attachment is appropriate for n+1.

A gentle "bath" employing chandelier cleaning techniques can be used on the upper hatchlings. Access to this array will be challenging.

Per conversation w Miguel 11.20.22 (727-687-3506): The finish is comparable to an automotive clear coat so dish soap and water are acceptable. (in response to the black spots on the large turtle)





Crosscurrents

Location: SkyConnect station at the rental car center **Description:** 100 ft. long hanging kinetic sculpture

Artist: Tim Prentice & David Colbert

Installed: 2017
Material: aluminum

Dust on the plates will not be visible from below and therefore is not a concern. Possible accumulation of dust on the wires that become visible from the floor can be removed using an ordinary brush. Over many years, the aluminum might become a little more matte.

SkyCenter AtriumSkyCenter Atrium

Nebula

Location: SkyCenter Atrium

Description: A woven form of a stainless steel frame is fitted with iridescent acrylic diamonds. It responds to the movement of its surrounding. Intensity and character of the colors and reflections change throughout the day as the sun moves over the space, and how visitors move around the space to see the form.

Artist: Soo Sunny Park Installed: March 2021

Material: Welded stainless steel grid (panels), dichroic acrylic tiles, stainless wires, stainless steel cable wire-rope

for suspending and various other hardware

The sculpture requires very minimal maintenance beyond the consistent condition and safe environment, a general rule for artwork care. It may be necessary to remove any dust build up by the use of a gentle application of compressed air.

Recommend as needed or every 6-7 years use a gentle application of compressed air to remove dust. (Do not use rag or dust feather to remove dust, they leave visible marks unless individual acrylic tile on the work is each carefully wiped down/cleaned.)

Recommend between every 10 years, wire cables to be checked to ensure all tensions and suspension are maintained.

Cove

Location: SkyCenter Atrium

Description: While the inspiration for Cove is a coral reef, the artist's intention is to make forms that feel familiar but remains ambiguous, and ever changing. The shapes can be anything to anyone but due to the naturalistic curves and volumes, a kinship to them and a sense of oceanic biomimicry is felt.

Artist: Jason Hackenwerth Installed: March 2021

Material: Stainless steel frame covered with resin coated cloth and fiberglass





Dust the sculptures quarterly with compressed air. There should be no need for tightening or adjusting.

In the unlikely event the works need to be re-sealed, a UV urethane would be most appropriate. In this event, the works would need to be removed one at a time, suspended while coated and replaced.

Rental Car Center

Symbols, Systems & Proportions

Location: Rental Car Center, North escalator core

Description: A hanging sculpture with 3 LED light curtains; each curtain has 81 panels aligned in a 9 by 9 grid

Artist: Erwin Redl Installed: 2017

Material: RGB LED's wit custom electronics, acrylic, tempered glass, Boltaron vacuum-formed and painted frame

Annual light dusting with slightly moist cloth recommended. Do not use dripping wet cloth as moisture will damage electronics.

Palimpsest

Location: Rental Car Center, South escalator core

Description: a 45-ft wide, 70-ft long, 1-inch deep contemporary tapestry; a hanging wall mounted sculpture

Artist: Nick Cave in collaboration with Bob Faust

Installed: 2017

Material: pony beads, shoe laces & commercial grade fishing net

The work is extremely durable and will require only dusting with compressed air when accumulation is apparent.

Economy Parking Garage

Blue Skies Over Tampa

Location: Economy Parking Garage, elevator lobby wall

Description: An illuminated glass collage consisting of seven 4 ft. x 4 ft. wall-mounted stained glass light boxes

featuring photographs from the Tampa Bay area and objects including plants, maps and animals

Artist: Nancy Gutkin O'Neil

Installed: 2005

Material: stained, etched glass

The stained glass panels should be cleaned periodically with a "Windex" type glass cleaner and a soft paper towel. Bounty towels or their equivalent are recommended. NEVER use a squeegee on the panels. There are many individual pieces of glass and they need to be cleaned carefully. Be careful not to apply too much pressure to the glass.

<u>Passengers</u>





Exhibit D Public Art Cleaning Requirements

Page | 11

Location: Economy Parking Garage, elevator lobby wall

Description: A glass tile mosaic mural created with fifty colors of 20mm Italian glass

Artist: Mike Mandel Installed: 2005

Material: Italian glass tiles (manufactured by Bisazza)

Renegade Vehicles

Location: Economy Parking Garage, elevator lobby floor

Description: A design depicting three distinctly different tire treads associated with three different automobiles

for a 59 ft. long terrazzo floor **Artist:** Thomas Sayre, Raleigh NC

Installed: 2005

Material: terrazzo floor

Florida Sun

Location: Economy Parking Garage, elevator lobby floor

Description: A design centered around a geography and climate theme reminiscent of a 19th century Japanese

artist for a 59 ft. long terrazzo floor

Artist: Robert Calvo Installed: 2005 Material: terrazzo

Harsh cleaners and sealers can damage terrazzo; thus, only materials that are neutral with a PH Factor between 7 and 10 should be used when scrubbing or mopping floors. Avoid all-purpose cleaners or soaps containing water soluble, inorganic, or crystallizing salts, harmful alkali or acids.

Florida Constellations

Location: Economy Parking Garage, elevator lobby wall

Description: A star constellation, replacing mythological creatures with signs specific to Florida

Artist: Wopo Holup Installed: 2008

Material: Texastone (a soft, natural limestone with flaws, holes and color changes)

Dirt should be dusted and handprints should be gently sanded.

Tampa Coast

Location: Economy Parking Garage, elevator lobby floor

Description: Terrazzo floor

Artist: Wopo Holup Installed: 2008

Material: terrazzo with shades of pink, green and blue aggregate with aluminum strips





Sea Shadows - Source, Shadows and Surface

Location: Economy Parking Garage, elevator lobby floor & wall

Description: Photographic lightboxes, etched glass on windows and jet cut aluminum inlay in terrazzo floor

Artist: Wendy Babcox, Tampa, FL

Installed: 2009

Material: midnight blue epoxy base terrazzo floor with mother of pearl and abalone aggregate and grey, green and

aqua blue epoxy and recycled glass

Tampa Executive Airport

Over the Cities

Location: Outside the new terminal building at Vandenberg Airport

Description: A three-dimensional sculpture made of polished aircraft aluminum

Artist: Dominique LaBouvie, Paris, France

Installed: 1999





Scrutinized Company Certification



Hillsborough County Aviation Authority
PO Box 22287
Tampa, FL 33622
Telephone. 813-870-8700

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2018, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, created pursuant to Florida Statute Section 215.4725, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods of services of \$1 million or more.

Company:		
Address:		
City:	State:	Zip Code:
Phone:	Email:	
Federal ID Number:		
Scrutinized Companies with A	ctivities in the Iran Petroleum Ene	ompanies with Activities in Sudan List, the ergy Sector List or the Scrutinized Companies has not been engaged in business operations i
Signature	Title	
Printed Name		

| Issued: October 2, 2023 CONTRACT | Page 2 of 2



Maintenance / Construction Notification

Project No. <u>8700 14 APM1</u> MCN No. <u>384</u>

Subject: <u>Lift Staging/Delivery for APM Station 1 Artwork Installation</u>

Location: <u>Main Terminal Long Term Parking Garage Entrance</u>

Description: <u>To facilitate the final installation of the artwork in the APM1</u>

Station, the artist will be staging the lift near the LTP entrance ticket kiosks on January 25, 2018. That evening at 11:00pm the lift will be walked up the level 2 helix to reach the walkways

into the Main Terminal. The lift will then transverse the

walkway, across the Transfer Level and into the construction zone at the wall between the Hard Rock Café and P.F. Changs.

During the time of the lift traveling up the Level 2 helix at the LTPG, the drive lane will be closed and traffic diverted to the

other Level 3 helix. Please see the attached pages for

additional information.

Interruption Start Date: 1/25/2018
Interruption Completion Date: 1/26/2018
Starting Time: 11:00pm
Ending Time: 4:00am

Point of Contact during event: Bill Hook

Phone Number: (813) 233-6053

Contractor (if applicable): <u>Austin Commercial / APM1 Artist - Sunbelt</u>

If you have any concerns about this notification, please contact me as soon as possible prior to the event at the number below. In the event of an emergency, please contact the Airport Operations Center at (813) 870-8770.

24 Jan 2018

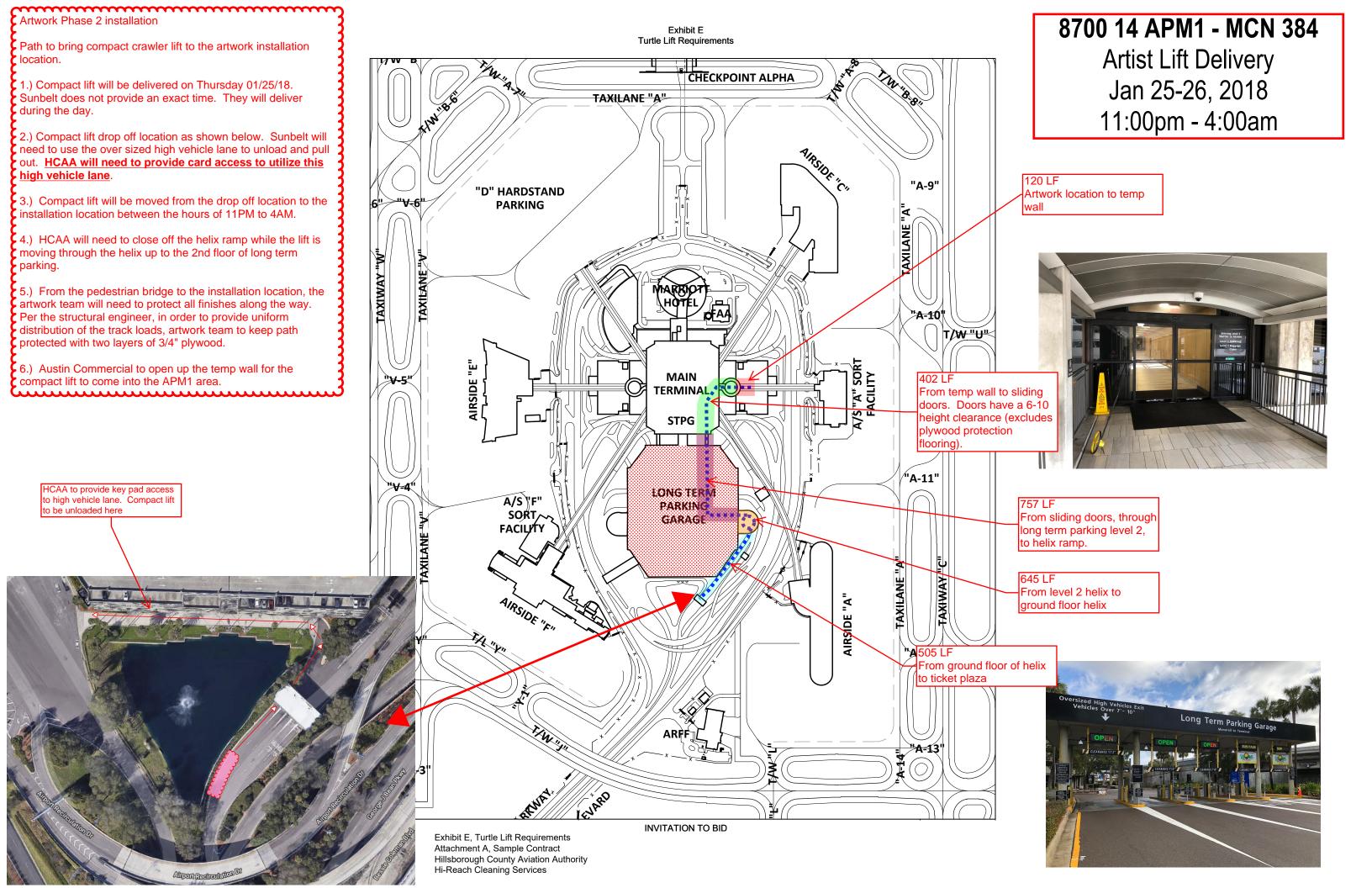
Brian S. Morris / (813)334-0241 Printed Name / Phone Number

Signature / Date

Department: Maintenance Planning & Development

Exhibit E, Turtle Lift Requirements Attachment A, Sample Contract Hillsborough County Aviation Authority Hi-Reach Cleaning Services

Created: 5/21/13 INVITATION TO BID Form# PD83
Revised: 10/21/15



WALTER P MOORE

MEMORANDUM

Date: January 12, 2018

To: Tom Skinner

From: Richard Temple

Re: Lift for APM1 Art Installation

JLG Compact Crawler Hydralic Boom Lift, model X500AJ

Walter P Moore has reviewed the structural capacity of the floor structure of the Transfer Level, Pedestrian Walkway and APM 1 Station to support the lift required to install artwork at the new APM1 station.

It is our understanding that the lift will be brought in through the long-term parking garage, over the pedestrian walkway, across the transfer level, and into the new APM1 station. The proposed lift is a JLG Compact Crawler Hydralic Boom Lift, model X500AJ. Based on cut sheet provided by the manufacturer, this particular lift weighs 5,071lbs and is maneuvered with two parallel tracks, which are 4'-1" long. Once in place, four outriggers are set to support the weight of the equipment for use.

We reviewed the floor capacity report *Tampa International Airport Structural & Pavement Inspection Fy12-Floor Capacity Analysis* report prepared by Walker Parking Consultants dated August 24, 2012. This report provides point load and uniform load capacities for the terminal floors. The point load capacities were determined assuming wheel loads in the middle of the slabs. The X500AJ uses two parallel tracks that are 4'-1" long. We analyzed the slab for the line load of these tracks both parallel and perpendicular to the slab span and found that the floors have the capacity to support this equipment along the proposed path.

To provide a uniform distribution of the track loads and to protect the floor finishes, we recommend that two layers of 3/4" thick plywood be laid down along the proposed path. The installation and equipment contractor should provide appropriate protection of the floors under the outriggers during operation of the lift.

If you require any additional information, please let us know.





Home > Equipment > Electric & Hybrid Boom Lifts > Compact Crawler Booms > X500AJ

X500AJ

Compact Crawler Boom

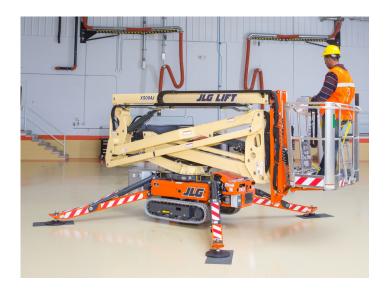


Exhibit E, Turtle Lift Requirements Attachment A, Sample Contract Hillsborough County Aviation Authority Hi-Reach Cleaning Services

Key Specs

Machine Width: 2 ft 7 in. / 0.79 mPlatform Capacity: 500 lb / 226.80 kg

Power Source

Engine Type - Electric	100Ah 48V Lithium-Ion
Engine Type - Gasoline	Honda GX440 15 hp
Fuel Tank Capacity - Gasoline	2 gal. / 5.68 L

Performance

Gradeability	28 %
Outriggers or Stabilizers	Yes
Platform Capacity	500 lb / 226.80 kg
Slope Tolerance	12 °
Swing	360 Degrees
Swing Type	Non-Continuous
Jib - Range of articulation	89 Degrees

Dimensional Data

Machine Height	6 ft 7 in. / 1.99 m
Machine Length	14 ft 10 in. / 4.52 m
Machine Width	2 ft 7 in. / 0.79 m
Outrigger Footprint Length	10 ft 5 in. / 3.18 m
Outrigger Footprint Width	10 ft 5 in. / 3.18 m
Platform Dimension A	4 ft 10 in. / 1.47 m
Platform Dimension B	2 ft 6 in. / 0.76 m
Track Length	4 ft 1 in. / 1.24 m

Reach Specifications

Horizontal Outreach	23 ft / 7.01 m
Platform Height	49 ft / 14.94 m

General

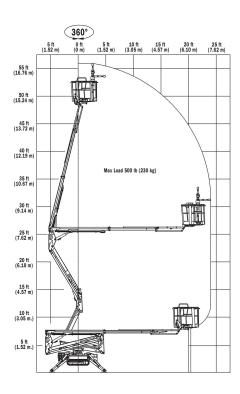
Maximum Ground Bearing Pressure	10 psi / 0.68 Kg/cm2
Ground Bearing Pressure - Outriggers	36 psi / 2.49 Kg/cm2
Machine Weight	5071 lb / 2300.17 kg

Exhibit E, Turtle Lift Requirements Attachment A, Sample Contract Hillsborough County Aviation Authority Hi-Reach Cleaning Services

Key Features

- · Drive speed control for smooth operation on a variety of terrains
- · 500 lb unrestricted platform capacity
- · Regenerative valve on telescopic cylinder resulting 50% increase in speed
- · Fits through a standard doorway
- · Auto levels on uneven surfaces

Reach

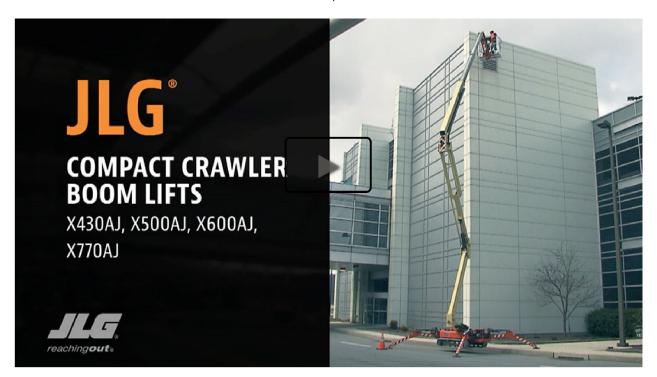


Literature		
Compact Crawler Boom	Manuals	
Brochure		

Compact Crawler Boom Video

Exhibit E, Turtle Lift Requirements Attachment A, Sample Contract Hillsborough County Aviation Authority Hi-Reach Cleaning Services

Exhibit E
Turtle Lift Requirements





Stay Connected

Subscribe to our E-news ■

Global Home | Site Map | Terms

Copyright © 2018 JLG Industries

JLG Industries, Inc. is the world's leading designer, manufacturer and marketer of access equipment. The Company's diverse product portfolio includes leading brands such as JLG® aerial work platforms; JLG, SkyTrak® and Lull® telehandlers; and an array of complementary accessories that increase the versatility and efficiency of these products. JLG is an Oshkosh Corporation Company [NYSE: OSK].



An Oshkosh Corporation Company

Exhibit E, Turtle Lift Requirements Attachment A, Sample Contract Hillsborough County Aviation Authority Hi-Reach Cleaning Services