

Hillsborough County Aviation Authority

MAINTENANCE CONTRACT

FOR

FIRE ALARMS SYSTEMS

AT

TAMPA INTERNATIONAL AIRPORT

AND

TAMPA EXECUTIVE AIRPORT

COMPANY: JOHNSON CONTROLS FIRE PROTECTION LP

Term Date: August 1, 2018 through July 31, 2023

Board Date: June 7, 2018

Prepared by: Procurement Department
Hillsborough County Aviation Authority
P.O. Box 22287
Tampa, FL 33622

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HILLSBOROUGH COUNTY AVIATION AUTHORITY
Maintenance Contract for Dynamic Signage

This Contract for Maintenance of Fire Alarms Systems (hereinafter referred to as Contract) is made and entered into this ___ day of _____, 2018 between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida whose post office address is P.O. Box 22287, Tampa, Florida 33622 (hereinafter referred to as Authority), and Johnson Controls Fire Protection LP, a foreign limited partnership, authorized to do business in the State of Florida, (hereinafter referred to as Company), (collectively hereinafter referred to as the Parties).

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

ARTICLE 1
CONTRACT

1.01 Definitions

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

- A. **Airport:** Tampa International Airport and Tampa Executive Airport.
- B. **CEO:** Authority Chief Executive Officer.
- C. **Extra Work:** Addition of services, beyond the Scope of Work, ordered by written work order signed by the Authority.
- D. **FAA:** The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.
- E. **Labor:** Services performed by workers for compensation.
- F. **Personnel:** Individuals who are directly employed or contracted by Company to perform the Services at the Airport.
- G. **Services:** Services to be performed by Company at the Airport to include but not limited to: preventive maintenance, repair and replacement of failed fire alarm panels, graphics control consoles, computer equipment, and system software as further described in Exhibit A, Scope of Work.
- H. **TSA:** The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

1.02 Exhibits

The following Exhibits are attached hereto and are hereby incorporated and made a part of this Contract. Based on the needs of Authority, the Exhibits may be modified from time to time by letter to Company without formal amendment to this Contract.

- A. Exhibit A, Scope of Work
- B. Exhibit B, Equipment List
- C. Exhibit C, Sample Work Order

ARTICLE 2
SCOPE OF WORK

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

ARTICLE 3
TERM

3.01 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.

3.02 Term

The Term of this Contract commences on August 1, 2018 and will continue through July 31, 2023 unless terminated earlier as provided herein.

3.03 Commencement of Fees and Charges

All fees and charges hereunder will commence on August 1, 2018 and will continue for the term of this Contract.

3.04 Renewal Option

This Contract may be renewed at the same terms and conditions hereunder for one, five-year period at the discretion of the CEO. Such renewal will be effective by issuance of a written letter to Company by CEO. If such renewal is exercised, this Contract will have a final termination date of July 31, 2028.

3.05 Early Termination

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

ARTICLE 4
FEES AND PAYMENTS

4.01 Payment

- A. Authority will pay Company 1/12 of the Total Annual Cost monthly as detailed in Exhibit B, Equipment List which may be revised from time to time for the maintenance of the fire alarm system as described in Exhibit A, Scope of Work.
- B. Authority reserves the right to add or delete equipment. If additions or deletions of devices as outlined in Exhibit B, Equipment List are made, Authority will revise Exhibit B, accordingly and provide Company with a copy of the revised Exhibit B.
- C. Contract cost may be adjusted after negotiations by the parties on the fifth anniversary date of the Contract, if the Contract renewal is exercised. The cost adjustment shall not exceed a five percent (5%) increase.
- D. No Services can be performed without a Purchase Order in place.
- E. At the beginning of each calendar month Company will submit to Authority an invoice for the Services performed under this Contract during the previous month. Authority will certify the correctness of the invoice submitted and, after certification, Authority will pay to Company, by check, the amount certified. No certification or payment will at any time preclude Authority from showing that such certification or payment was incorrect or from recovering any money paid in excess of that due hereunder. Authority will have no obligation to pay for Services performed in the event that an invoice is not delivered to Authority in a timely manner as stated above.
- F. No payment for Services will be payable by Authority for any month in which the Company fails to complete specified scheduled Contract Service. However, Authority may agree to pay a reduced or prorated amount if the Company's failure to provide the Services as specified was beyond the Company's reasonable control or was otherwise approved by and/or is in the best interest of Authority.
- G. All Services will be scheduled with Authority's representative and will be accomplished during the hours scheduled. Authority has the right to order Services to be performed during normal business hours, Monday through Friday 7:30 a.m. to 4:00 p.m. and non-normal business hours.
- H. Company will not be required to install additional attachments, equipment, or appurtenances to the equipment beyond what is required in the Contract without compensation. If directed by Authority to install any such additional attachments, equipment or appurtenances, compensation will be made as set forth herein under

the Extra Work provision at Section 4.02. However, Authority may agree with Company on compensation for such modifications or changes in lieu of the payments provided herein.

- I. Authority or its representatives may, during regular business hours, inspect and make copies of that portion of the Company's books and records which pertain to the costs incurred in furnishing the services under this Contract.
- J. The cost of labor and/or materials used to repair or replace any systems or parts of systems damaged or destroyed by misuse, negligence or accident of Authority, its agents, employees or customers or any other cause beyond the control of the Company will be borne by Authority, unless the cause results from the Company or its agent's negligence or other acts.
- K. Company agrees that, in the event Authority operations in the area served by this Contract are halted or substantially decreased, as determined by Authority, by reason of labor dispute, acts of nature, or other causes beyond the control of the Company or Authority, this Contract and payment for services herein may be suspended for the duration of such halted or decreased operations. The Authority will give written notice to the Company within a reasonable time of such an event.
- L. Company agrees to pay each vendor/supplier and subcontractor under this Contract for satisfactory performance of its contract no later than 10 calendar days from the receipt of each payment the Company receives from Authority. Company agrees further to release retainage payments to each subcontractor within 10 calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written notice to the Authority. This clause applies to W/MBE and non-W/MBE subcontractors.

4.02 Extra Work and Changes in the Services

Without invalidating this Contract, Authority may, at any time, order revisions the Services by written Work Order, a sample of which is provided as Exhibit C, signed by the Director of Maintenance or designee. Upon receipt of the Authority approved written Work Order, Company will proceed with the Services. All such Services will be performed under the applicable conditions of the Contract. Authority will have the right to make changes to the Services as may be considered necessary or desirable to complete the proposed work in an acceptable and satisfactory manner. No Services in addition to that contemplated by this Contract will be paid for unless authorized by Authority approved written Work Order prior to the performance of such Services.

- A. If Extra Work, not included in this Contract, is requested by Authority for examination, repair, or emergency call back service, the Company's hourly rate will be:

Hourly Rate	Description of Onsite Service Times
\$130.00	During normal business hours defined as Monday through Friday, between the hours of 7:30 a.m. and 4:00 p.m.
\$195.00	Non-normal business hours

- B. Minimum billing time for onsite time will be one (1) hour for the first hour or any part thereof and in half-hour increments thereafter.
- C. New locations, Extra Work, and changes in Services may be added or deleted as identified by Authority. Any Extra Work, changes in Services, or new locations shall be serviced at rates to be negotiated and similar to those listed above.
- D. In case a satisfactory adjustment in price or time cannot be reached for any item requiring Extra Work, Authority reserves the right to make such arrangements as may be deemed necessary to complete that Extra Work.
- E. If Extra Work parts not included in this Contract are requested by the Authority, Authority will compensate the Company per the business parts listing provided by the Company.
- F. Authority may authorize minor changes or alterations in the Services not involving extra cost and not inconsistent with the overall intent of this Contract.
- G. All Extra Work will be reviewed and must receive prior approval, in writing, by Authority's Director of Maintenance.

4.03 Revisions or Deletions of Services

Authority reserves the right to make changes, revisions or deletions to the Services indicated in this Contract as may be considered necessary or desirable to complete the proposed Service in an acceptable and satisfactory manner through a Work Order to Company without formal amendment to this Contract.

4.04 Invoices

Invoices required by this Contract will be created and submitted by Company to Authority Finance Department via Oracle iSupplier® Portal Full Access in a form acceptable to Authority and will include at a minimum the invoice date, invoice amount, dates of Services, sign and location serviced and purchase order number. No certification or payment will at any time preclude Authority from showing that such certification or payment was incorrect or from recovering any money paid in excess of that due hereunder. Authority will have no obligation to pay for Services performed in the event that an invoice is not delivered to Authority in a timely manner as stated above.

4.05 Payment Method

Company will receive electronic payments via Automated Clearing House (ACH) – VIP Supplier, ACH – Standard, 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 > More Information – 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.

4.06 Payment When Services Are Terminated at the Convenience of Authority

In the event of termination of this Contract for the convenience of Authority, Authority will compensate Company as listed below; however, in no event shall Company be entitled to any damages or remedies for wrongful termination.

- A. All work performed prior to the effective date of termination; and
- B. Expenses incurred by Company in effecting the termination of this Contract as approved in advance by Authority.

4.07 Prompt Payment

Company must pay any of its subcontractor(s) who have submitted verified invoices for work already performed within ten (10) calendar days of being paid by Authority. Any exception to this prompt payment provision will only be for good cause with prior written approval of Authority. Failure of Company to pay any of its subcontractor(s) accordingly will be a material breach of this Contract.

ARTICLE 5

TAXES

All taxes of any kind and character payable on account of the work done and materials furnished 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.

ARTICLE 6

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, professional services to Authority, will be and remain the property of Authority.

ARTICLE 7
QUALITY ASSURANCE

Company will be solely responsible for the quality of all work performed by Company, its employees and/or its subcontractors under this Contract. All services 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.

ARTICLE 8
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 Scope of 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.

ARTICLE 9
DEFAULT AND TERMINATION

9.01 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. Be in arrears in the payment of the whole or any part of the rentals, fees and charges agreed upon hereunder for a period of ten (10) days after notice of such default to Company.
- C. 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 by 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.

- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- E. 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.
- F. Company's violation of Florida Statute Section 287.133 – concerning criminal activity on contracts with public entities.

9.02 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.
- 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.

9.03 Continuing Responsibilities of Company

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for all payments payable hereunder and for all preceding breaches of any covenant 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.

9.04 Company's Remedies

Upon thirty (30) days' written notice to Authority, Company may terminate this Contract and all of 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 any of the following events: 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 the Authority has wrongfully terminated this Contract, then such termination shall automatically be deemed a termination for convenience under Article 4.06.

ARTICLE 10
CANCELLATION

This Contract may be cancelled by Authority upon thirty (30) days notice to Company.

ARTICLE 11
INDEMNIFICATION

- A. To the maximum extent permitted by Florida law, in addition to Company's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Contract, Company will indemnify and hold harmless the Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, expenses,

losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and court costs) caused in whole or in part by the:

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

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

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

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Contract;
4. Performance, non-performance or purported performance of this Contract;
5. Violation of any law, regulation, rule or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, 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 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 Authority, its members, officers, agents, employees, or volunteers or any other indemnified party. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to the Contractor by a party entitled to a defense hereunder. This defense obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, and volunteers.

- C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by Florida law, Company will indemnify and hold harmless the Owner, 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 Authority, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.
- F. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability the Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- G. 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.

- H. Notwithstanding anything contained in this Contract to the contrary, neither party shall be liable for indirect, incidental, or consequential damages. In no event shall Company be liable for any damages in any amount exceeding \$2,500,000. This limit does not apply to insurers obligation under this contract.
- I. If the above Section A - I or any part of this Section A - I is 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.

ARTICLE 12
ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

12.01 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, operational records related to the Services provided, support for invoices submitted to Authority, detailed time keeping system records, and other books, documents, papers, and records of Company directly pertinent to this Contract. Company will not destroy any records related to this Contract without the express written permission of Authority.

12.02 Authority Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the term of this Contract or within three (3) 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 location of records for purposes of undertaking said engagement. In such event, Company will pay reasonable costs of transportation, food and lodging for Authority team. In the event Company maintains its accounting or Contract information in electronic format, upon request by Authority auditors, Company will provide a download or extract of data files in a computer readable format acceptable to Authority at no additional cost. Authority has the right during the

engagement to interview Company's employees, subconsultants, and subcontractors, and to make photocopies of records as needed.

Company agrees to deliver or provide access to all records requested by Authority auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The parties recognize that Authority will incur additional costs if records requested by Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Authority may assess liquidated damages in the amount of one hundred dollars (\$100.00) per day, for each requested record not received. Accrual of such damages will continue until specific performance is accomplished.

If, as a result of any engagement, it is determined that Company has overcharged Authority, Company will re-pay Authority for the 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 of the reimbursable amount, excluding any lump sum amount, contained in this Contract, Company will also pay for the entire cost of the engagement.

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

ARTICLE 13 INSURANCE

13.01 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 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 Authority, members of Authority's governing body, and Authority officers, volunteers and employees are included as additional insured.

13.02 Required Coverage – Minimum Limits

A. Commercial General Liability Insurance

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this 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, Company under this Contract or the use or occupancy of Authority premises by, or on behalf of, Company in connection with this Contract. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

	Contract Specific
General Aggregate	\$10,000,000
Each Occurrence	\$3,000,000
Personal and Advertising Injury Each Occurrence	\$3,000,000
Products and Completed Operations Aggregate	\$3,000,000

B. Workers' Compensation and Employer's Liability Insurance

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

Part One:	"Statutory"
Part Two:	
Each Accident	\$3,000,000
Personal and Advertising Injury Each Occurrence	\$3,000,000
Products and Completed Operations Aggregate	\$3,000,000

C. Business Automobile Liability Insurance

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

Each Occurrence – Bodily Injury and Property Damage combined	\$5,000,000
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D. Waiver of Subrogation

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

13.03 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

ARTICLE 14
NON-DISCRIMINATION

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

- 14.01 Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Contract.
- 14.02 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 this 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:
- A. 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);
 - B. 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);
 - C. 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);
 - D. 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;
 - E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - F. 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);

- G. 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);
- H. 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;
- I. 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);
- J. 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;
- K. 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
- L. 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).

14.03 In all solicitations either by competitive bidding or negotiation made by 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.

14.04 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.

- 14.05 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.
- 14.06 Company will include the provisions of Paragraphs 14.01 through 14.05 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant 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.
- 14.07 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.

ARTICLE 15

WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE

- 15.01 Authority Policy
Authority is committed to the participation of Woman and Minority-Owned Business Enterprises (W/MBEs) in non-concession, non-federally funded contracting opportunities in accordance with Authority W/MBE Policy and Program. Company will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs are encouraged to compete for and perform subcontracts under this Contract.
- 15.02 Non-Discrimination
- A. Company and any subcontractor of Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Company will carry

out applicable requirements of Authority W/MBE Policy and Program in the award and administration of this Contract. Failure by Company to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Authority deems appropriate.

- B. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement, management contract, or subcontract, purchase or lease agreement.
- C. Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements or contracts.

15.03 W/MBE Participation

- A. W/MBE Expectancy: No specific expectancy for W/MBE participation has been established for this Contract; however, Company agrees to make a good faith effort, in accordance with Authority W/MBE Policy and Program, throughout the term of this Contract, to contract with W/MBE firms certified as a woman-owned or minority-owned business by the City of Tampa, Hillsborough County, the State of Florida Department of Management Services, Office of Supplier Diversity, or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program pursuant to 49 CFR part 26 in the performance of this Contract.
- B. W/MBE Termination and Substitution: Company is prohibited from terminating or altering or changing the scope of work of a W/MBE subcontractor except upon written approval of Authority in accordance with Authority procedures relating to W/MBE terminations contained in the W/MBE Policy and Program. Failure to comply with the procedure relating to W/MBE terminations or changes during this Contract will be a material violation of this Contract and will invoke the sanctions for non-compliance specified in this Contract and the W/MBE Policy and Program.
- C. Monitoring: Authority will monitor the ongoing good faith efforts of Company in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Company and the W/MBE participant, and other records pertaining to W/MBE participation, which Company will maintain for a minimum of three years following the end of this Contract. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Contract to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of this Contract, Authority reserves the right to review and approve all sub-leases or subcontracts utilized by Company for the achievement of these goals.

- D. Prompt Payment: Company agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each payment Company receives from Authority. Company agrees further to release retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both W/MBE and non-W/MBE subcontractors.

ARTICLE 16
AUTHORITY APPROVALS

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

ARTICLE 17
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 subconsultants 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.

ARTICLE 18
DISPUTE RESOLUTION

18.01 Claims and Disputes

- A. A claim is a written demand or assertion by one of the parties seeking, as a matter of right, an adjustment or interpretation of this Contract, payment of money, extension of time or other relief with respect to the terms of this Contract. The term claim also includes other matters in question between Authority and Company arising out of or relating to this Contract. The responsibility to substantiate claims will rest with the party making the claim.
- B. If for any reason Company deems that additional cost or Contract time is due to Company for work not clearly provided for in this Contract, or previously authorized changes in the work, Company will notify Authority in writing of its intention to claim such additional cost or Contract time. Company will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.
- C. Written notice of intention to claim must be made within ten (10) days after Company first recognizes the condition giving rise to the claim or before the work begins on which Company bases the claim, whichever is earlier.
- D. When the work on which the claim for additional cost or Contract time is based has been completed, Company will, within ten (10) days, submit Company's written claim to Authority. Such claim by Company, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.
- E. Pending final resolution of a claim, unless otherwise agreed in writing, Company will proceed diligently with performance of this Contract and maintain effective progress to complete the work within this Contract time(s) set forth in this Contract.

18.02 Resolution of Claims Disputes

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

First Meeting: Within five (5) days after a claim is submitted in writing, the Contactor'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 the 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.

ARTICLE 19 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.

ARTICLE 20 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.

ARTICLE 21
COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, 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, Airport Rules, 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 fifteen (15) days from the date of written notice.

ARTICLE 22
COMPLIANCE WITH 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 with 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 in a format that is compatible with the information technology systems of Authority.

ARTICLE 23
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.

ARTICLE 24
NOTICES AND COMMUNICATIONS

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

TO AUTHORITY:
(MAIL DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
P.O. Box 22287
TAMPA, FLORIDA 33622-2287
ATTN: CHIEF EXECUTIVE OFFICER

OR

(HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY

TAMPA INTERNATIONAL AIRPORT
4160 GEORGE J. BEAN PARKWAY
SUITE 2400, ADMINISTRATIVE OFFICES BUILDING
2ND LEVEL, RED SIDE
TAMPA, FLORIDA 33607-1470
ATTN: CHIEF EXECUTIVE OFFICER

TO COMPANY:
(MAIL DELIVERY)
JOHNSON CONTROLS FIRE
PROTECTION LP
4700 EXCHANGE COURT
SUITE 300
BOCA RATON, FLORIDA 33431
ATTN: CHIEF EXECUTIVE OFFICER

(HAND DELIVERY)
JOHNSON CONTROLS FIRE
PROTECTION LP
4700 EXCHANGE COURT
SUITE 300
BOCA RATON, FLORIDA 33431
ATTN: CHIEF EXECUTIVE OFFICER

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

If notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is required.

ARTICLE 25
RIGHT TO DEVELOP AIRPORT

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

ARTICLE 26
RIGHT OF FLIGHT

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

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

ARTICLE 27
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.

ARTICLE 28
SUBORDINATION TO TRUST AGREEMENT

This Contract and all rights of the 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.

ARTICLE 29
ASSIGNMENT AND SUBCONTRACTING / SUBLEASING

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.

ARTICLE 30
SECURITY BADGING

Any employee of Company, or any employee of its subcontractors or agents that require unescorted access to the Security Identification Display Area (SIDA) to perform work under this Contract will be badged with an Airport identification badge (Badge) provided by Authority ID Badging Department and will be subject to an FBI fingerprint-based criminal history records check (CHRC) and an annual Security Threat Assessment (STA). A Badge will not be issued to an individual until the results of the CHRC and the STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's badge application will be rejected. The costs of the CHRC and the annual STA will be paid by Company. These costs are subject to change without notice, and Company will be responsible for paying any increase in the costs. All badged

employees of Company and its contractors or agents will comply with Authority regulations regarding the use and display of Badges.

For each Badge that is lost, stolen, unaccounted for, or not returned to Authority at the time of Badge expiration, employee termination, termination of this Contract, or upon written request by Authority, Company will be assessed a liquidated damage fee, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by Authority by failure of Company to notify Authority of each Badge that is lost, stolen, unaccounted for, or not returned to Authority. This liquidated damage fee will be paid by Company within ten (10) days from the date of invoice. The liquidated damage fee is subject to change without notice, and Company will be responsible for paying any increase in the liquidated damage fee. It is mutually agreed between the Parties that the assessment of the liquidated damage fee is reasonable. The Parties agree that the liquidated damages described in this paragraph are solely for the administrative burden of failure to return the badge.

If any employee of Company is terminated or leaves Company's employment, Authority must be notified immediately, and the Badge must be returned to Authority promptly.

ARTICLE 31
VENUE

Venue for any action brought pursuant to this Contract will be subject to trial by jury in the County or Circuit Court in Hillsborough County, Florida.

ARTICLE 32
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.

ARTICLE 33
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.

ARTICLE 34
TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

ARTICLE 35
COMPANY TENANCY

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

ARTICLE 36
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.

ARTICLE 37
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.

ARTICLE 38
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.

ARTICLE 39
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.

ARTICLE 40
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.

ARTICLE 41
HEADINGS

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

ARTICLE 42
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.

ARTICLE 43
MISCELLANEOUS

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

ARTICLE 44
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 287.133, concerning Criminal Activity on Contracts with Public Entities. If Company is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Company represents that the ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in the officer or officers executing this Contract.

ARTICLE 45
ORDER OF PRECEDENCE

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

[The remainder of this page was intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this _____ day of _____, 20__.

**HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

ATTEST: _____
Victor D. Crist, Secretary

BY: _____
Robert I. Watkins, Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

WITNESS: _____
Signature

Printed Name

Approved as to form for legal sufficiency:

BY: _____
Michael Kamprath, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Robert I. Watkins, in the capacity of Chairman of the Board of Directors, and Victor D. Crist, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)

JOHNSON CONTROLS FIRE PROTECTION LP

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Printed Address

Witness

City/State/Zip

Printed Name

JOHNSON CONTROLS FIRE PROTECTION LP

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledge before me this _ day of _____, 20__,

by _____ in the capacity of _____,

(Individual's Name)

(Individual's Title)

at _____, a limited partnership, on its behalf _____

(Company Name)

(He is / She is)

_____ known to me and has produced _____

(Personally / Not Personally)

(Form of Identification)

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)

EXHIBIT A SCOPE OF WORK

Company will perform Services for the Authority owned fire alarm system as describe in Article 4 and in accordance with this Scope of Work and the terms and conditions set forth in this Contract.

A. Scope

In consideration of the compensation specified in Article 4, Company will provide all labor, materials, supplies, and equipment necessary to support the Simplex fire alarm systems located at Tampa International Airport (Airport) and Tampa Executive Airport listed on Exhibit B, Equipment List including:

The Scope of Work shall also include but not be limited to the following:

1. Review the system software, firmware, and hardware, take any required corrective action, and provide enhancement-engineering recommendations to the Authority. All recommendations requiring additional costs for implementation will include a written cost estimate. The decision to accept or reject any recommendation shall be at the sole discretion of the Authority.
2. Maintain the Simplex system software at the most current installed software revision level and upgrade the Authority's software to the Company's latest available version a minimum of one time per year if newer versions have been released. Company shall provide all required manuals and hands-on training necessary for Authority personnel to properly operate any upgraded or revised software. Company shall propose an extra work cost quote to include cost for upgraded computer hardware required to support any software revision.
3. Perform two (2) software program changes and provide hard copy back up annually if requested by Authority.
4. Provide back up onto universal serial bus portable flash memory card (USB flash drive/thumb drive) for any changes made on the fire alarm panels and associated equipment.
5. Provide password changes at Authority's request.
6. Perform system shut down procedures on the fire alarm panels and associated equipment for the performance of repair work on the equipment listed in Exhibit B and provide system and data reloading and restoration as required for construction changes.

7. Repair or replace any problem or failed parts in the fire alarm system control panels, mini-plex panels, graphics control consoles, any computer equipment (associated with Company equipment only) tied to the fire alarm control panels, or failed printed circuit boards. Acts of God are not covered. All other peripheral devices tied to the fire alarm control panels located in the referenced facilities shall be the responsibility of the Authority. The Company shall offer for purchase to Authority peripheral device components and extra work materials at a 10 percent discounted price, per the business confidential listing provided by Company.
8. Perform annual panel inspections between the months of January and March to include inspecting connections, circuit card condition back-up battery and provide the Authority a report on all panel conditions and or recommendations of repairs and report any panels that may be obsolete within 24 months.
9. Provide Authority with an annual device count for all facilities listed in Exhibit B that have addressable field devices.
10. Perform routine ongoing preventative maintenance to the control panels as required. This shall include but not be limited to annual cleaning, monitoring and adjustment of all voltages, currents, and ground balances and inspection of connections on the control panels and other parts of the control systems.
11. Provide two (2) hour response time service to Authority's fire alarm systems, computer hardware, and software needs, 24 hours per day, seven days per week, including weekends and holidays. In the event of a malfunction, the Company will make repairs to the system and return it to normal service as soon as possible, but not later than 48 hours following a service call except as noted hereinafter. The Company shall be responsible for the cost of maintenance and repair of all fire alarm system control panels, mini-plex panels, graphics control consoles, and any Simplex computer equipment tied to the fire alarm control panels. Authority shall be responsible for the cost of all other peripheral devices and requested labor for maintenance and repair and shall make payment to the Company at the rates prescribed in Article 4 section 4.02, Extra Work and Changes to the Work.
12. Additional buildings or structures may be added in accordance with Article 4, Fees and Payments.

B. Company Schedule

Company shall provide a written annual maintenance schedule acceptable to Authority which details scheduled preventative maintenance visits and other tests and inspections necessary to assure first class full service maintenance and compliance with all applicable codes. Specific visit dates, times, and schedules applicable for each system and scheduled inspection shall be coordinated with and accepted by the

Authority's Director of Maintenance or designee at least seven (7) calendar days prior to the visit.

C. Company Personnel

The Company's servicemen shall report to Authority at the start and completion of each visit, and said servicemen shall keep Authority informed of the work performed by making log book entries or by furnishing a completed Company service maintenance form which shall include, in addition to any other pertinent data: times of arrival and departure, materials replaced, the hours any equipment was out of service, the specific components which were inspected and/or adjusted and workers' names and employee numbers. Upon request by the Authority, a completed copy of the service maintenance form shall be submitted on a monthly basis or more frequently as required. A complete maintenance log shall be provided to Authority each month. The log will specify any on-site work performed or indicate that no on-site work was performed for the month.

D. Company Vehicle

No more than one (1) vehicle, clearly marked with the Company's name, shall be allowed to park in the service vehicle parking area at the Administrative Offices or at the Airside Sort Buildings on Tampa International Airport to service this Contract. The Company will not be reimbursed for any parking costs incurred.

E. Excluded Work

Unless otherwise stated herein, excluded work shall be as follows:

1. The identification, detection, abatement, encapsulating or removal of asbestos, or products or materials containing asbestos or similar hazardous substances.
2. Repairs, replacements, alterations, additions, adjustments, repairs by others (except as noted herein), or unscheduled calls which are necessitated by abuse, misuse, vandalism, changes in building structures, damage due to lightning, power disturbances, water intrusion, freezing weather, corrosion, erosion, or any other cause beyond the Company's control.
3. Electrical work that is separate from the equipment or its installation, and wiring and conduit pulled to the fire alarm devices not installed by the Company.
4. Expendable supplies and accessories such as ribbons, lights, and paper unless such supplies are necessary to properly complete the work specified herein.
5. Authority maintenance staff typically perform normal replacement of failed detectors, pull stations, audible alarms and other similar devices.
6. Notwithstanding anything contained in this Contract, in no event shall monitoring

services be provided under the terms and conditions of this Contract.

F. Prohibited Interest

No member, officer or employee of either party to this Contract during its duration or for one year thereafter will have any personal interest, direct or indirect, in this Contract or the proceeds thereof. However, as to Company, its members, officers and employees shall not be considered as having any personal interest in this Contract or the proceeds thereof unless their compensation is solely dependent upon this Contract or the proceeds thereof.

G. Other Conditions

1. The Company does not assume possession of and/or control over any part of the equipment, except to the extent that such possession and/or control are necessary for the purpose of performing its obligations under this Contract. The Authority shall remain the owner of the equipment. Nothing in this Contract shall be construed to mean that the Company assumes any liability to third persons for personal injury or property damage except for such injury or damage which results from the negligent acts or omissions of the Company or its agents or employees.
2. Authority shall permit access to the building and the use of the building services, shall keep areas adjacent to the equipment free of extraneous material, and move stock, fixtures, walls, or partitions as needed for the Company to perform the Work under this Contract and the Authority shall promptly notify Company of any unusual operating conditions at the job site.
3. Without voiding this Contract, the Authority shall have the option of performing any required services on the components of the fire alarm systems. The Company may propose extra Work quotes for accomplishment of these services and purchase of any necessary equipment. These services shall include, but not be limited to, any relocation, adjustments, purchase and/or replacement of parts as may be required.
4. Company service work shall be performed by service personnel in the direct employ of the Company. The service technicians shall be National Institute for Certification in Engineering (NICET) certified and factory trained to be competent in all aspects of the installed systems. The technicians shall have expert knowledge of the Airport systems, including initiating devices, control device locations, indicating devices, system calibration techniques and procedures, preventive maintenance procedures, troubleshooting techniques, and the software, firmware, and microprocessor diagnostics and repair.
5. Reciprocal Waiver of Claims (SAFETY Act). Certain of Subcontractor's systems and services have received Certification and/or Designation as Qualified Anti- Terrorism Technologies

("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S .C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Subcontractor and the Authority hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25 .2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

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**EXHIBIT B
EQUIPMENT LIST**

VALID 8/1/18 - 1/31/19			
Location	Head End Panels	Annual Cost Per Device	Total Annual Cost Per Location
Airfield Maintenance	1	\$629.00	\$629.00
Airside "A"	5	\$629.00	\$3,145.00
Airside "C"	6	\$629.00	\$3,774.00
Airside "E"	4	\$629.00	\$2,516.00
Airside "F"	4	\$629.00	\$2,516.00
Canine Unit	1	\$629.00	\$629.00
Customs Building	1	\$629.00	\$629.00
East Air Cargo	1	\$629.00	\$629.00
East Air Cargo GSE Bldg.	1	\$629.00	\$629.00
Economy Parking Garage	7	\$629.00	\$4,403.00
Fire & Rescue	1	\$629.00	\$629.00
Ground Run Up Building	1	\$629.00	\$629.00
Lighting Vault	1	\$629.00	\$629.00
LTP Garage/ QTA	10	\$629.00	\$6,290.00
Main Terminal/Service Bldg.	20	\$629.00	\$12,580.00
Sortation "A"	1	\$629.00	\$629.00
Sortation "F"	1	\$629.00	\$629.00
Tampa Executive Airport	2	\$629.00	\$1,258.00
Tampa Executive Maint. Shop	1	\$629.00	\$629.00
TIA Warehouse	1	\$629.00	\$629.00
Tunnel	1	\$629.00	\$629.00
TIA CRDC	1	\$629.00	\$629.00
T I A North Air Cargo (Old)	1	\$629.00	\$629.00
T I A COMM CTR/AOC (TSW)	1	\$869.00	\$869.00
T I A COMM CTR/AOC (TSW)	1	\$869.00	\$869.00
T I A ELECTRONICS (TSW)	1	\$869.00	\$869.00
TOTAL ANNUAL COST:			\$48,524.00

**EXHIBIT B
EQUIPMENT LIST**

VALID 2/1/19 - 7/31/23			
Location	Head End Panels	Annual Cost Per Device	Total Annual Cost Per Location
Airfield Maintenance	1	\$629.00	\$629.00
Airside "A"	5	\$629.00	\$3,145.00
Airside "C"	6	\$629.00	\$3,774.00
Airside "E"	4	\$629.00	\$2,516.00
Airside "F"	4	\$629.00	\$2,516.00
Canine Unit	1	\$629.00	\$629.00
Customs Building	1	\$629.00	\$629.00
East Air Cargo	1	\$629.00	\$629.00
East Air Cargo GSE Bldg.	1	\$629.00	\$629.00
Economy Parking Garage	7	\$629.00	\$4,403.00
Fire & Rescue	1	\$629.00	\$629.00
Ground Run Up Building	1	\$629.00	\$629.00
Lighting Vault	1	\$629.00	\$629.00
LTP Garage/ QTA	10	\$629.00	\$6,290.00
Main Terminal/Service Bldg.	20	\$629.00	\$12,580.00
Sortation "A"	1	\$629.00	\$629.00
Sortation "F"	1	\$629.00	\$629.00
Tampa Executive Airport	2	\$629.00	\$1,258.00
Tampa Executive Maint. Shop	1	\$629.00	\$629.00
TIA Warehouse	1	\$629.00	\$629.00
Tunnel	1	\$629.00	\$629.00
T I A APM 1	1	\$629.00	\$629.00
T I A APM 2	1	\$629.00	\$629.00
T I A APM 4	1	\$629.00	\$629.00
T I A APM SUBSTATION 1 NORTH	1	\$629.00	\$629.00
T I A APM SUBSTATION 2 SOUTH	1	\$629.00	\$629.00
T I A CENTRAL ENERGY PLANT	1	\$629.00	\$629.00
T I A CONRAC QTA	4	\$629.00	\$2,516.00
T I A CONRAC READY RETURN	7	\$629.00	\$4,403.00
T I A CRDC	1	\$629.00	\$629.00
T I A North Air Cargo (Old)	1	\$629.00	\$629.00
T I A COMM CTR/AOC (TSW)	1	\$869.00	\$869.00
T I A COMM CTR/AOC (TSW)	1	\$869.00	\$869.00
T I A ELECTRONICS (TSW)	1	\$869.00	\$869.00
TOTAL ANNUAL COST:			\$59,217.00

**EXHIBIT C
SAMPLE WORK ORDER**

Work Order for Extra Work
Hillsborough County Aviation Authority
Maintenance Contract for Fire Alarms Systems
Johnson Controls Fire Protection LP

1. Work Order No.:

2. Work Order Title:

3. Authorization for Payment

Purchase Order No.: OR Purchasing Card Number provided

NOTE: The Purchase Order number must be entered above or Purchasing Card number provided to Company prior to signing this Work Order and prior to beginning work.

4. Contract Amount Summary

Extra Work Not-To-Exceed Amount		\$
Spend-to-Date	-	\$
Subtotal		\$
Projected spend for this Work Order	-	\$
Remaining Contract Amount		\$

5. Extra Work Information

A. Purpose of Extra Work:

B. Extra Work Description:

C. Extra Work Scope of Work and Deliverables:

6. Schedule and Costs

A. Extra Work Schedule/Timeline

Clearly outline the deliverables and the time it will take to complete each deliverable.

Task Number	Deliverable	Due Date
1.		
2.		
3.		

4.		
5.		

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

Expenditure	Totals
Extra Work Cost	
Hourly Service Rate	\$
Number of hours to complete Extra Work	x
Total Extra Work Cost	\$
Reimbursable Costs (as applicable)	
Obsolete parts	\$
Other:	\$
Other:	\$
Total Projected Reimbursable Cost	\$
Total Projected Extra Work Cost (Extra Work Cost and Reimbursable Costs)	\$

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

7. Payment

Payment will be made in full upon completion of the project by Company and acceptance by Authority.

Company acknowledges the acceptance of this Work Order and has received a Purchase Order number or a PCard number.

Company:

Date:

Authorized Official:

Name:

Title:

Signature: _____

