

Hillsborough County Aviation Authority

PEST CONTROL SERVICES CONTRACT

COMPANY: PEST SOLUTIONS OF TAMPA, INC.

Term Date: April 5, 2018 through April 4, 2023

Board Date: April 5, 2018

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HILLSBOROUGH COUNTY AVIATION AUTHORITY  
PEST CONTROL SERVICES AT TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY AND  
TAMPA EXECUTIVE AIRPORTS

This Contract for Pest Control Services (hereinafter referred to as Contract) is made and entered into this 5<sup>th</sup> day of April, 2018 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 (hereinafter referred to as Authority), and Pest Solutions of Tampa Bay, Inc., a Florida corporation, 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. **Administrative Offices Building:** The building located between the Main Terminal and the Tampa International Airport Marriott Hotel, which contains loading docks, storage and the Employee Cafeteria on the first floor and Authority management offices on the second floor.
- B. **Aircraft Rescue & Firefighting Facility (ARFF):** The ARFF is located next to Airside Terminal A in between the Airport two main runways.
- C. **Airport:** Tampa International Airport.
- D. **Airport Terminal Facilities:** All buildings serviced by this Contract, including the Main Terminal, Airside Terminals A, C, E and F, Baggage Sort Buildings A and F, Short Term, Long Term, Economy, Blue Rental Car and Red Rental Car Parking Garages, and Administrative Offices Building.
- E. **Airside Terminals:** The four buildings designated as A, C, E and F supporting passenger airline operations and connected to the Main Terminal via shuttle cars.
- F. **Authority Business Days:** 8:00 a.m. to 5:00 p.m., Eastern Time Zone, Monday through Friday, with the exception of Authority holidays.
- G. **Board:** Authority Board of Directors.

- H. **Call Back Service:** Services requiring repeat treatment within the thirty (30) day guarantee.
- I. **CEO:** Authority Chief Executive Officer.
- J. **Company Representative (Point of Contact):** The individual designated by the Company who is responsible for administrative matters in the performance of Services under this Contract and who shall have full authority to act on behalf of Company on all matters relating to the daily performance of this Contract.
- K. **Contract:** The Contract for Pest Control Services, including all exhibits, schedules, subsequent amendments and attachments thereto, executed by and between Authority and the Awarded Respondent.
- L. **Contract Manager:** Authority representative responsible for coordinating and overseeing Company to include, but not be limited to, monitoring, interpreting and overseeing the Services with regard to the quality performed, the manner of performance, and Authority and customer satisfaction with performance levels.
- M. **Corporate Representative:** The individual employee of Company responsible for monitoring this Contract and coordinating support for Company Representative at the corporate level to ensure compliance with the terms and conditions of this Contract.
- N. **Department:** The Department of Agriculture and Consumer Services, Bureau of Licensing and Enforcement.
- O. **Director of Maintenance:** Authority senior-level executive responsible for all matters regarding Airport maintenance.
- P. **Employee Cafeteria:** The Food Service Facility located on the first floor of the Administrative Offices Building.
- Q. **Extra Work:** Additional Services not contemplated by this Contract.
- R. **FAA:** The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.
- S. **Food Service Facility:** Any business or facility which prepares and/or packages food or beverages for sale or consumption which may include, but is not limited to, food courts, food manufacturers, food packagers, restaurants, bakeries, cafeterias, delicatessens, coffee shops, concession stands, and all other Food Service Facilities not specifically listed herein.
- T. **GA Airports:** The three (3) general aviation airports known as Peter O. Knight, Plant

City and Tampa Executive Airports.

- U. **Integrated Pest Management:** As defined at Section 482.021(15), Florida Statutes, as may be modified from time to time, the selection, integration, and implementation of multiple pest control techniques based on predictable economic, ecological, and sociological consequences, making maximum use of naturally occurring pest controls, such as weather, disease agents, and parasitoids, using various biological, physical, chemical, and habitat modification methods of control, and using artificial controls only as required to keep particular pests from surpassing intolerable population levels predetermined from an accurate assessment of the pest damage potential and the ecological, sociological, and economic cost of other control measures.
- V. **Main Terminal:** A nine-level structure that contains baggage claim, airline ticket counters and a transfer level as well as Authority management and executive offices on the first three levels and Short Term parking on the other six levels.
- W. **Personnel:** Individuals who are directly employed or contracted by Awarded Respondent to perform the Services at the Airport and GA Airports.
- X. **Schedule:** A listing the dates and times for performance of the Services.
- Y. **Security Identification Display Area (SIDA):** Secure identification display areas that require an Authority identification badge issued by Authority following an FBI fingerprint-based criminal history records check and an annual Security Threat Assessment (STA).
- Z. **Services:** Services listed in Exhibit A, Scope of Work, attached hereto and incorporated herein.
- AA. **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 – describes the Services to be performed by the Company.
- B. Exhibit B, Pricing Schedule – Company’s approved Pricing Schedule.
- C. Exhibit C, Food and Beverage Concession Locations at the Airport – lists the location of sites where Services are to be performed by the Company.

- D. Exhibit D, Pest Control Service Locations – list the square footage of each location where Services are to be performed by the Company.
- E. Exhibit E, Sample Work Order – is a sample of the Work Order that will be executed for any Extra Work requested by Authority as outlined in Exhibit A, Scope of Work, Section 1.05, Extra Work and Changes in the Service.

## ARTICLE 2

### SCOPE OF WORK

#### 2.01 Scope of Work

Company agrees to provide the Services as set forth in Exhibit A, Scope of Work. Services will be performed only at the direction of Authority Director of Maintenance or designee.

Authority may require deletions or additions to Exhibit A, Scope of Work, including short term requirements for the performance of additional related Extra Work. Changes will be done by written Work Order as outlined in Exhibit E, Sample Work Order, which is attached hereto and made a part hereof.

#### 2.02 Authority Contact Person

Authority Director of Maintenance or designee will be responsible for notifying Company regarding required Services and will be Company's primary contact for all Services under this Contract.

## 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 April 5, 2018 and will continue through April 4, 2023 unless terminated earlier as provided herein.

#### 3.03 Renewal Option

This Contract may be renewed at the same terms and conditions hereunder for, two (2), one (1) year periods at the discretion of the CEO. Such renewal will be effective by issuance of a written letter to Company by CEO. If all such renewals are exercised, this Contract will have a final termination date of April 4, 2025.

### 3.04 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 based on Authority approved pricing as specified in Exhibit B, Pricing Schedule which is attached hereto and incorporated herein by reference for the provision of Services.
- B. No payment for Services will be payable by Authority for any month in which the Company fails to complete specified scheduled Service(s). However, Authority may agree to pay a reduced or prorated amount if the Company's failure to provide the Services(s) as specified was beyond the Company's reasonable control or was otherwise approved by and/or is in the best interest of the Authority.

#### 4.02 Invoices

- A. At the beginning of each calendar month, and in no event later than twenty-fifth (25) calendar days from the beginning of the month, the Company will submit to the Authority an invoice for the Services performed by the Company under the Contract during the previous month. Authority will certify the correctness of such invoice, and after such certification, Authority will pay to the Company the amount so 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 the Authority in a timely manner as stated above.
- B. 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 include at a minimum the invoice date, invoice amount, dates of Services, and purchase order number.

#### 4.03 Payment Method

Company will receive payments via American Clearing House (ACH) – VIP Supplier, ACH – Standard, ePayables, Purchasing Card (PCard). Information regarding the payment process is available on Authority website at [www.TampaAirport.com](http://www.TampaAirport.com) > Learn about TPA > Airport Business > Procurement > More Information – Electronic Payment Methods.



4.04 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 the Contract as approved in advance by Authority.

4.05 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 the 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, 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 Services furnished by Company, its Personnel, employees and/or its subcontractors under this Contract. All Services furnished by Company, its Personnel, employees and/or its subcontractors must be performed in accordance with best management practices and best professional judgment, in a timely manner, and must

be fit and suitable for the purposes intended by Authority. Company's Services and deliverables must conform with all applicable federal and State laws, regulations and ordinances.

## ARTICLE 8

### NON-EXCLUSIVE

Company acknowledges that Authority has, or may hire, others to perform work 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. The conduct of any business or performance of any acts at the Airport and/or GA Airports 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.
- 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.

## 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 the 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 12 percent per annum or to the maximum extent permitted by law.

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

### Continuing Responsibilities of Company

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for all preceding breaches of any covenant of this Contract.

## 9.03 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 Authority has wrongfully terminated this Contract, then such termination shall automatically be deemed a termination for convenience under Article 4.04.

#### 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 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 whether the liability, suit, claim, expense, loss, cost, fine or damages is caused in part by an indemnified party.

- B. In addition to the duty to indemnify and hold harmless, 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, 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;
  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. 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.

- 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 the Company and persons employed or utilized by the 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 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. If the above Article A - G or any part of this Article A – G 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, 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 Financial Reports

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

#### 12.03 Authority Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the Term of the Contract or within three years after the end of the Contract, Authority, or its duly authorized representative, will be permitted to

initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of determining payment eligibility under the Contract or over selected operations performed by Company under this Contract for the purpose of determining compliance with the Contract.

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

Authority has the right during the engagement to interview Company's Personnel, employees, subconsultants, and subcontractors, and to make photocopies of records as needed.

Company agrees to deliver or provide access to all records requested by Authority auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The parties recognize that Authority will incur additional costs if records requested by Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the parties agree that Company may be charged a penalty fee of one hundred dollars (\$100.00), in addition to all other contractual financial requirements, for each item in a records request, per calendar day, for each time Company is late in submitting requested records to perform the engagement. Accrual of fee 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 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 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	\$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

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	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

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	\$1,000,000
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D. Professional Liability Insurance

Such insurance will be provided on a form acceptable to Authority and maintained throughout the Term of this Contract and for three years following completion of the 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

E. 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 the Contract, waives all rights against Authority, members of Authority 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 [www.TampaAirport.com](http://www.TampaAirport.com) > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources.

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 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:

- 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 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.

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 the Contract will be a material violation of the 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.

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 the Contract time(s) set forth in the 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 the Contract;
  - 3. Terms of special warranties required by the Contract;
  - 4. Latent defects.

## 18.02 Resolution of Claims and Disputes

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

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

Second Meeting: If the First Meeting fails to resolve the dispute or if the parties fail to meet, a senior executive for Company and for Authority, neither of which have day to day Contract responsibilities, shall meet, within ten (10) days after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. Authority may invite other parties as

necessary to this meeting. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

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

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

- B. Prior to the initiation of any litigation to resolve disputes between the parties, the parties will make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Following negotiations, as a condition precedent to litigation, the parties will mediate any dispute with a mediator selected by Authority. Such mediation shall occur in Hillsborough County, Florida.
- C. Any action initiated by either party associated with a claim or dispute will be brought in the Circuit Court in and for Hillsborough County, Florida.

## 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 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 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](mailto: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.

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 the 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  
 2<sup>ND</sup> LEVEL, RED SIDE  
 TAMPA, FLORIDA 33607-1470  
 ATTN: CHIEF EXECUTIVE OFFICER

**TO COMPANY:**

(MAIL DELIVERY)

PEST SOLUTIONS OF TAMPA BAY, INC.  
 8912 METHANY CIRCLE  
 TAMPA, FLORIDA 33615  
 ATTN: IVAN GRAJALES

(HAND DELIVERY)

PEST SOLUTIONS OF TAMPA BAY, INC.  
 8912 METHANY CIRCLE  
 TAMPA, FLORIDA 33615  
 ATTN: IVAN GRAJALES

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

### 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 26

### 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 the 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 27

### 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.

## ARTICLE 28

### SECURITY BADGING

Any employee of Company, or any employee of its subcontractors or agents that require unescorted access to the SIDA to perform Services under this Contract will be badged with an Airport identification badge (hereinafter referred to as "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 29

### VENUE

Venue for any action brought pursuant to this Contract will be the County or Circuit Court in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

ARTICLE 30

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 31

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 and/or GA Airports, 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 32

TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

ARTICLE 33

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 34

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 35

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 36

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 37

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 38

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 39

##### MISCELLANEOUS

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

#### ARTICLE 40

##### 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 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 41

##### ORDER OF PRECEDENCE

The documents listed below are a part of this Contract and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- A. Terms and conditions as contained in this Contract;
- B. ITB No. 18-534-012, Pest Control Services, dated January 12, 2018, and all its addenda;
- C. Company's response to ITB No. 18-534-012, Pest Control Services, and any subsequent information submitted by Company during the evaluation process.

[The remainder of this page was intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this 5th day of April, 2018.

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

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5th day of April, 2018, by Robert I. Watkins, in the capacity of Chairman of the Board of Directors, and Victor D. Crist, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and 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)



**PEST SOLUTIONS OF TAMPA BAY, INC.**

Signed in the Presence of:

BY:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Address

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

\_\_\_\_\_  
City/State/Zip

**PEST SOLUTIONS OF TAMPA BAY, INC.**

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 corporation, 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

#### 1.01 Scope of Work

- A. This Scope of Work describes the work to be performed by Company. Company will provide all labor, supervision, materials, tools, equipment, supplies, chemicals, product data and incidentals for the effective eradication of pests at the Airport, its tenant buildings, and the GA Airports, including, but not limited to, insects and rodents which are normally considered to be a nuisance or which pose a potential hazard to human health. Company will furnish all necessary labor, tools, appliances, equipment, supplies and other accessories, services, and facilities necessary to provide Services at the facilities identified in Exhibit C, Food and Beverage Concessions Locations at Airport and Exhibit C, Pest Control Service Locations. All work is to be fully completed to the satisfaction of and acceptance by Authority.
- B. Company will inspect and treat each location identified in Exhibit B, Food and Beverage Concessions Locations at the Airport and Exhibit D, Pest Control Service Locations on a monthly basis.
- C. The frequencies and quantities of Services specified in Exhibit C, Food and Beverage Concessions Locations at the Airport and Exhibit C, Pest Control Service Locations are estimated frequencies and square footage. The Bid Unit Prices are fixed monthly prices regardless of the number of Services performed in accordance with the terms of this Contract.
- D. Services will be performed inside and/or outside each specified structure or treatment area as often as necessary for the proper eradication/control of all rodents, insects and other pests, but in any event not less than one time during each calendar month. Regardless of the number of treatments performed in any month, Authority will not be obligated to pay Company more than the monthly set Bid Unit Price for each location. If adjustments are required due to the addition or deletion of areas, the monthly Bid Unit Price will be set using a comparable location.
- E. Company's Personnel performing Services at the Airport and GA Airports must have an Employee Identification Card issued by the Department.
- F. All Services will be performed in a first class manner and in strict accordance with this Scope of Work. All Services will be subject to inspection and acceptance by Authority as provided herein.
- G. Company will utilize Integrated Pest Management methods to the extent possible to eradicate and control rodents, insects, and other pests. Company must control all

pests, including but not limited to, rats, roaches (all types), ants, mice, silver fish, spiders, sand gnats, fleas, and termites.

- H. Rodent treatments will include exterior areas to all facilities by servicing Authority provided bait stations.
- I. Additional insect and/or rodent treatments may be required and will include, but not be limited to, eradication/control of wasps, bees, fruit flies and swarming/flying ants, both interior and exterior, and any swarms of winged reproductive subterranean termites which may appear inside of buildings or structures. Subterranean soil injection is not included in this Contract.
- J. Areas such as locker rooms, gear rooms, trash rooms and containers, sink rooms, storage areas, janitorial closets, toilet rooms, and loading docks are considered to be critical areas requiring concentrated attention. Efforts in these areas may require multiple methods of treatments. Such areas will receive intensive preventative treatment for the term of this Contract.
- K. Each treatment will have a thirty (30) day guarantee with Call Back Service to be scheduled each week. Call Back Services will be coordinated by Authority Maintenance Department.
- L. Company will use only fully trained, licensed, certified, and uniformed Pest Control Technician(s) directly employed and supervised by Company.
- M. All materials and supplies will be used in accordance with the appropriate manufacturer's directions and/or those of any Federal, State or Local governmental agency with jurisdiction over the methods or materials involved in the practice of pest control. A description of all materials and the methods to be used will be submitted to Authority for approval prior to its use.
- N. All debris generated as a result of Services under this Contract will be removed whenever Company departs from a work site. At no time will debris generated as a result of the work hinder normal operations at any airport.
- O. No equipment, materials, supplies or chemicals will be stored on Authority property. Company will not park any vehicle or equipment, when not in use, on Authority premises.
- P. No Services in addition to that included in this Contract will be paid for unless authorized by Authority by written Work Order and issuance of a Purchase Order prior to the performance of such Services.

- Q. Company shall not utilize subcontractors in the performance of the Services unless previously approved in writing by Authority. In no event shall Company utilize independent contractors to perform any Services under this Contract.
  
- R. Services for Food and Beverage and Concession Support Spaces identified in Exhibit C, Food and Beverage Concessions Locations at the Airport will be done in accordance with this Scope of Work, Florida Department of Business Professional Regulations, Division of Hotels and Restaurants administrative rules, and the U.S. Public Health Service Food Code, 2009, most recent version, as applicable to each specific location or space being treated by Company. Services for the food and beverage concessions and concessions support spaces will be performed after the establishments have closed for the night.

1.02 Performance of Services

- A. Promptly after Contract award, Company shall meet with the Contract Manager to discuss scheduling and, at that meeting, will submit a Schedule showing the order in which Company proposes to perform the Services. The Schedule must include Services to be performed on a monthly basis. The Schedule will be utilized throughout the Term of the Contract. The Contract Manager must approve any changes in the Schedule in advance of any changes taking effect.
  
- B. Services will be performed inside and/or outside each specified structure as often as Company or the Contract Manager reasonably deems necessary for the proper eradication/control of all rodents, insects and/or pests, but in any event not less than one (1) time during each calendar month. Regardless of the number of treatments performed in any month, Authority will not be obligated to pay Company more than the monthly set price for each treatment area.
  
- C. Company will be responsible for providing complete treatment to all the areas including, but not limited to, the listing provided in Exhibit C, Food and Beverage Concessions Locations at the Airport and Exhibit D, Pest Control Service Locations.
  
- D. Peter O. Knight, Plant City, and Tampa Executive Airports  
Normal hours of operation are 7:30 a.m. until 4:00 p.m. All Services will be scheduled with the Contract Manager 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 in accordance with the Bid Schedule.
  
- E. Tampa International Airport
  - 1. Company's Pest Control Technician will report to the Maintenance Department business office located on the second level of the Administrative Offices Building to sign in prior to starting Services and prior to leaving the premises. The

Maintenance Department business office is manned Monday through Friday from 7:30 a.m. to 5:30 p.m. During the weekly routine service, the technician will inspect those areas which may be classified as “potential trouble areas”, including, but not limited to, the trash compactor areas. The technician will issue a brief report to the Contract Manager regarding the condition of these areas and treat them as necessary. Any keys needed to access certain areas for required treatment will be available upon signing in and must be returned before departing the premises.

2. A service technician will report to the Maintenance Department business office located on the second level of the Administrative Offices Building at the Airport every Friday to address all Call Back Services or additional Services. Work Orders issued as a result of a Call Back Service will be incorporated into that day’s Schedule.
3. All Food and Beverage Concessions located at Tampa International Airport and included in Exhibit C, Food and Beverage Concessions Locations at the Airport will be treated in an alternating schedule. See sample Schedule provided below.

#### Sample Schedule

Week 1	Main Terminal
Week 2	Airside A
Week 3	Airside C
Week 4	Airsides E & F

- F. Company will make every effort to retain the same service technician on the job so they will be thoroughly familiar with the areas and procedures for accomplishment of the Services. The technician’s supervisor or alternate will fill in for the technician during holiday and sick time. Company service supervisor will also be responsible for training new personnel should it become necessary to do so.
- G. Company must have at least two (2) technicians approved and badged to perform Services at the Airport and the GA Airports. Authority identification badge, issued for a fee after appropriate background and fingerprint checks have been completed, will display their picture, name and company information. Badges will be displayed prominently on uniforms at all times while on the Airport property. Authority Badging Office is located on the second level of the red side service drive in the Administrative Offices Building. Normal hours of operation are 7:30 a.m. until 4:00 p.m.
- H. Company will be provided parking at the Airport and GA Airports for the performance of all Services under thisContract, as approved by Authority. No more than one (1) vehicle, clearly marked with the Company name, will be allowed to park in approved

“Service Vehicle” parking areas. The Company will not be reimbursed for any parking costs incurred.

- I. Company will provide proof of service at the time of Services to the Food and Beverage Concession listed in Exhibit C, Food and Beverage Concessions Locations at the Airport in the form of a Work Order or invoice. Company will then electronically forward a copy of the same to the Contract Manager.
- J. All Services will be scheduled with the Contract Manager 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 in accordance with the Bid Schedule.
- K. Company will not be required to modify or change any equipment as recommended or required by insurance companies or by governmental authorities without additional compensation therefore. If directed by Authority to modify or change any equipment, Company will be compensated as set forth herein for Extra Work. However, Authority may agree with Company on compensation for such modifications or changes in lieu of the payments provided herein.
- L. Authority or its representatives may, during regular business hours, inspect and make copies of that portion of Company's books and records which pertain to the costs incurred in furnishing the Services under this Contract.
- M. The Company will not be required to install additional attachments, equipment or appurtenances to the equipment without additional compensation. If directed by Authority to install any such additional equipment or appurtenances, the Company will be compensated proportionately as set forth herein.
- N. The cost, labor or materials to repair or replace any systems or parts of systems damaged or destroyed by misuse, negligence or accident by 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.

### 1.03 Pesticides

- A. Pesticides will not be dispensed into any public areas at any time unless specifically authorized in advance by the Contract Manager.
- B. Special conditions may include, but are not limited to, personnel having or prone to allergic reactions to pesticides, Airport security requirements and interference with normal operations during peak passenger traffic. Scheduling for such special conditions may be initiated by Authority or by Company, with Authority concurrence, by providing seventy-two (72) hours advance notice that special scheduling is

required. Schedule for such special conditions will be carried out without additional cost to Authority.

- C. Company will use only those pesticides which are recognized as acceptable by the United States Departments of Agriculture, Interior and Transportation, Public Health Service Food Code, Florida State Board of Health, Florida Department of Business Professional Regulations, Division of Hotels and Restaurants administrative rules, and by any other agency having official responsibility for control of the use of pesticides. Company will use methods that maximize pest control in a manner that is safe to the public and environment and minimizes the amount of pesticides used. This will include a proactive baiting system to specifically target roaches, ants and rodents or mice.
- D. The limitations and safeguards officially required for any pesticides used will be carefully adhered to in these Services. No insecticide or rodenticide will be used in a manner capable of contaminating foods, endangering persons, contaminating the environment, or endangering animals or wildlife other than the pests to be controlled.
- E. Insecticides used must not stain or otherwise damage tile, carpet, baseboards or other structural or architectural surfaces.
- F. Bait station sites will be selected for the greatest effectiveness, but also with due consideration for safety, non-interference with Airport and GA Airports activities, and accessibility for servicing. Company will also take care to control the placement of bait stations and to use insecticides in a fashion that will preclude hazards or damage, including damage to shrubbery or plantings.

#### 1.04 Emergency and Unscheduled Service

- A. If Extra Work is requested by Authority, Company will be compensated in accordance with similar services being performed within the Scope of Work of this Contract.
- B. Emergency Work will be handled on a case by case basis and coordinated through Authority Maintenance Department.
- C. Company will respond to emergency calls within four (4) hours of notification by Authority. Response to all emergency calls will be performed at a fixed service fee of \$50.00 per hour for onsite time and will not include any payment for travel. Minimum billing time for on-site time will be one (1) hour for the first hour or any part thereof and in half-hour increments thereafter.
- D. Response to all emergency calls will be performed at a fixed service fee of \$50.00 per hour for onsite time and will not include any payment for travel to and from the

Service location. Minimum billing time for on-site time will be one (1) hour for the first hour or any part thereof and in half-hour increments thereafter.

#### 1.05 Extra Work and Changes in the Service

- A. Without invalidating this Contract, Authority may order additions, deletions or revisions in the Services specified in this Contract by written Work Order signed by the Director of Maintenance. In the event this results in any extra charges to Authority, Company will immediately advise Authority in writing of the amount of the extra charges and Authority will specifically authorize the charges before the Services proceed. Upon receipt and acceptance of a written Work Order, Company will proceed with the Services involved. All such Services will be executed under the applicable conditions of the Contract. No Service in addition to that contemplated by this Contract will be paid for unless authorized by written Work Order prior to the performance of such Service.
- B. In case a satisfactory adjustment in price or time cannot be reached for any item requiring Extra Work, Authority reserves the right to terminate the Contract as it applies to the item in question and make such arrangements as may be deemed necessary to complete the Service.
- C. Authority may authorize minor changes or alterations in the Service not involving extra cost and not inconsistent with the overall intent of the Contract documents.

#### 1.06 Revisions or Deletions of Services

- A. Authority will have the right to make changes, revisions or deletions to the Service indicated in this Scope of Work as may be considered necessary or desirable to complete the proposed Service in an acceptable and satisfactory manner. Company will be compensated in accordance with similar Services being performed within the Scope of Work of this Contract.
- B. 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 Company or Authority, this Contract and payment for Services herein may be suspended for the duration of such halted or decreased operations. Authority will give written notice to Company within a reasonable time of such an event.

#### 1.07 Airport and GA Airport Operations

- A. Company will not interrupt Airport and GA Airports operations except as specified herein, or allow the existence of any condition which may create a hazard to Airport and GA Airport operations during this Contract. Company will strictly comply with the requirements of the Scope of Work and the written and verbal directions of Authority.



In addition, the proposed Services will be conducted so as not to interfere with other contractors on site or passenger traffic.

- B. Airport and GA Airports operational needs will take precedence over all Company operations.

#### 1.08 Inspections

- A. In order to achieve adequate pest control in support of the monthly program, a minimum of four (4) consecutive hours of weekly on-site inspection and treatment, excluding food and beverage and support spaces, will be provided by Company at the Airport with monthly visits to each of the three G A Airports. Company's employees assigned to the Airport will be used exclusively for that purpose during the time allotted to Authority. The performance of the weekly on-site inspection and treatment will be included in the Schedule submitted to Authority for approval.
- B. Two (2) times per year, Company's Service Supervisor and Service Technician will inspect all facilities covered by this Contract for termites or other wood destroying organisms. Should such organisms be discovered, Company is to treat any visible swarms immediately and formulate a treatment plan to be submitted to Authority for approval. The treatment plan must include methods of treatment and cost of such treatment. The treatment plan, if accepted by Authority, will be accomplished as Extra Work under the provisions of this Contract.
- C. Company Service Supervisor will make extra visits when conditions warrant.

#### 1.09 Work Hours

- A. Starting time for routine service will be 7:30 a.m., with the exceptions of Passenger Boarding Bridges which will be treated only when coordinated with Authority Operations Department (subject to change by Authority) and retail and food and beverage concessions and concessions support spaces which will normally occur after concession operating hours and will be coordinated in advance with the Contract Manager.
- B. It is anticipated that Services for Food and Beverage and Concession Support Spaces will be performed between the hour of 9:00 p.m. and 2:00 a.m. ET; however, hours may vary depending on Airport and GA Airports Operations.

#### 1.10 Clean-up Requirements

- A. It will be the responsibility of Company to thoroughly clean the Service area and remove from the Airport and GA Airports all excess materials and debris generated in the performance of this Contract.

- B. The Service area will be cleaned at the end of each workday, with a complete and thorough clean-up of the entire job site at the completion of the Contract. All clean-up activities are a part of the Contract and will be accomplished by Company at no additional cost to Authority.

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**EXHIBIT B**

**PRICING SCHEDULE**

Enter bid rates in the green shaded cells and the spreadsheet will self-calculate to show the total bid cost for Pest Control Services per year. The Total seven-year bid amount will self-calculate. Type in the Bid amount in words in the space provided below.

Print out this Seven Year Bid Pricing Schedule page and submit in accordance with the Bid Instructions.

Service Locations	Frequency	Estimated Square Footage	Price Per Location Service Year One (1)	Price Per Location Service Year Two (2)	Price Per Location Service Year Three (3)	Price Per Location Service Year Four (4)	Price Per Location Service Year Five (5)	Price Per Location Renewal Option Year One	Price Per Location Renewal Option Year Two	Total Bid Price Per Location
Fire Station (ARFF)	12	28,622	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$189.00	\$189.00	\$1,278.00
Main Terminal Building to include APM Station	12	2,256,670	\$7,260.00	\$7,260.00	\$7,260.00	\$7,260.00	\$7,260.00	\$7,623.00	\$7,623.00	\$51,546.00
Service Building	12	115,900	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$189.00	\$189.00	\$1,278.00
"A" Bag Sort Facility	12	50,068	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$189.00	\$189.00	\$1,278.00
"F" Bag Sort Facility	12	37,793	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$189.00	\$189.00	\$1,278.00
Airside "A"	12	244,104	\$4,440.00	\$4,440.00	\$4,440.00	\$4,440.00	\$4,440.00	\$4,662.00	\$4,662.00	\$31,524.00
Airside "C"	12	308,374	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,410.00	\$4,410.00	\$29,820.00
Airside "E"	12	294,213	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,465.00	\$3,465.00	\$23,430.00
Airside "F"	12	268,538	\$3,420.00	\$3,420.00	\$3,420.00	\$3,420.00	\$3,420.00	\$3,591.00	\$3,591.00	\$24,282.00
Economy Garage include APM Stations	12	4,030,376	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$315.00	\$315.00	\$2,130.00
Long Term Parking Garage to include Toll Plaza	12	4,205,087	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$315.00	\$315.00	\$2,130.00
Employee Parking Lot	12	986,184	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$189.00	\$189.00	\$1,278.00
Rental Car Parking Garage (Red)	12	335,091	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$189.00	\$189.00	\$1,278.00
Cell Phone/Overflow Lot	12	129,386	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$189.00	\$189.00	\$1,278.00
Remote Taxi Hold	12	4,000	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$189.00	\$189.00	\$1,278.00
Consolidated Receiving and Distribution Warehouse (CRDC)	12	20,227	\$240.00	\$240.00	\$240.00	\$240.00	\$240.00	\$252.00	\$252.00	\$1,704.00
U.S. Customs Office, Air Cargo	12	75,361	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$189.00	\$189.00	\$1,278.00
Air Cargo/GSE (Rodents Only)	12	36,631	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$189.00	\$189.00	\$1,278.00
Central Receiving Warehouse	12	37,500	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$189.00	\$189.00	\$1,278.00
Airfield Maintenance Facility	12	28,469	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$189.00	\$189.00	\$1,278.00
Airfield Security Checkpoints	12	20	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$189.00	\$189.00	\$1,278.00
US Customs	12	2,882	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$189.00	\$189.00	\$1,278.00
K-9/ Gun Range	12	13,681	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$189.00	\$189.00	\$1,278.00
Peter O. Knight Airport Terminal Facility	12	5,775	\$240.00	\$240.00	\$240.00	\$240.00	\$240.00	\$252.00	\$252.00	\$1,704.00
Plant City Airport Terminal Facility	12	2,994	\$240.00	\$240.00	\$240.00	\$240.00	\$240.00	\$252.00	\$252.00	\$1,704.00
Tampa Executive Airport Terminal and Maintenance Facility	12	47,264	\$480.00	\$480.00	\$480.00	\$480.00	\$480.00	\$504.00	\$504.00	\$3,408.00
Consolidated Rental Car Facility (Public Spaces and Authority Rooms only)	12	50,000	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$189.00	\$189.00	\$1,278.00
<b>Total Seven-Year Bid Amount</b>										<b>\$193,830.00</b>

Type in the Total Seven-Year Bid Amount in words: One hundred ninety three thousand eight hundred thirty

Hourly Rate  
\$50.00

Extra Work Hourly Rate for Labor & Equipment  
(Hourly rate for crew and equipment for Extra Work not covered within the specifications.)

**EXHIBIT C**  
**FOOD AND BEVERAGE CONCESSIONS LOCATIONS**  
**AT THE AIRPORT**

Location	Operator	Square Feet
<b>Main Terminal</b>		
Hard Rock Café	SSP America	5092
P.F. Changs	Host International	5145
Wendy's & support 1703	Host International	1573
Chick-Fil-A & support 1725	TPA Hospitality Partners	1489
Qdoba & support 1732	HBF Tampa Partners II	1402
Starbucks, Bag Claim	Host International	400
Starbucks, Transfer Level	Host International	1527
Employee Cafeteria	Canteen Service	1547
Concessions Support 6027	Host International	1194
Concessions Support 6043	SSP America	1271
<b>Airside A</b>		
Bay Coffee and Tea	HBF Tampa Partners II	1145
Ducky's	SSP America	3242
Auntie Anne's	Delaware North	720
Starbucks Reserve	Host International	877
Chick-Fil-A	HBF Tampa Partners II	1177
Burger 21	Host International	975
New York Pizza	Delaware North	727
Pei Wei	Host International	3434
Concessions Support 2319	Host International	937
<b>Airside C</b>		
Marche C (food court)	SSP America	6246
Rumfish Grill	TPA Hospitality Partners	3434
PDQ	Delaware North	938
Cigar City Brewing	Host International	3318
Starbucks	Host International	400
Burger 21	Host International	1157
Concessions Support 3175	Host International	1137
Concessions Support 3393 B	SSP America	1432
<b>Airside E</b>		
Starbucks	Host International	880
Panda Express	Delaware North	939
Potbelly	HBF Tampa Partners II	1160
Columbia	Host International	3824
Illy Coffee	HBF Tampa Partners II	1046
Four Green Fields	Delaware North	1408

**EXHIBIT C**  
**FOOD AND BEVERAGE CONCESSIONS LOCATIONS**  
**AT THE AIRPORT**

Concessions Support 4335	HBF Tampa Partners	591
Concessions Support 4331	Host International	1438
<b>Airside F</b>		
Gasparilla Bar	HMS HOST	600
Illy Coffee	HBF Tampa Partners	518
The Café	TPA Hospitality Partners	4618
Marche (food court)	SSP America	7671
Starbucks Reserve	HMS HOST	845
Cigar City Taproom	Host International	809
Concessions Support 5459	HMS HOST	148
Concessions Support 5193	SSP America	986

**EXHIBIT D**  
**PEST CONTROL SERVICE LOCATIONS**

<b>Location</b>	<b>Frequency</b>	<b>Total Estimated Square Feet</b>
Fire Station (ARFF) 3911 Bessie Coleman Blvd.	X 12	28,622
Main Terminal Building to include APM Station 4100 George J. Bean Pkwy	X 12	2,256,670
Administrative Office Building 4160 George J. Bean Pkwy	X 12	115,900
"A" Bag Sort Facility 4011 Bessie Coleman Blvd.	X 12	50,068
"F" Bag Sort Facility 4225 Bessie Coleman Blvd.	X 12	37,793
Airside "A" 4001 Bessie Coleman Blvd.	X 12	244,104
Airside "C" 4021 Bessie Coleman Blvd.	X 12	308,374
Airside "E" 4215 Bessie Coleman Blvd.	X 12	294,213
Airside "F" 4215 Bessie Coleman Blvd.	X 12	268,538
Economy Garage to include APM Stations 5505 & 5506 Airport Service Road	X 12	4,030,376
Long Term Parking Garage to include Toll Plaza 4000 George J. Bean Pkwy	X 12	4,205,087
Employee Parking Lot 4701 North Hoover Blvd.	X 12	986,184
Rental Car Parking Garage (Red)	X 12	335,091
Cell Phone/Overflow Lot 5302 Economy Parking Rd.	X 12	129,386
Remote Taxi Hold 2404 North West Shore Blvd.	X 12	4,000
Consolidated Receiving and Distribution Warehouse (CRDC) 4617 North West Shore Blvd	X 12	20,227
U.S. Customs Office, Air Cargo 4660 Air Cargo Rd. Suite 1200	X 12	75,361

**EXHIBIT D**  
**PEST CONTROL SERVICE LOCATIONS**

Air Cargo/GSE (Rodents Only) 4660 & 4662 Air Cargo Rd.	X 12	36,631
Central Receiving Warehouse 5008 N. West Shore Blvd.	X 12	37,500
Airfield Maintenance Facility 4812 N. West Shore Blvd.	X 12	28,469
Airfield Security Checkpoints	X 12	20
US Customs 4755 Jim Walter Blvd.	X 12	2,882
K-9 / Gun Range 5022 North West Shore Blvd.	X 12	3,577 / 10,104
Peter O. Knight Airport Terminal Facility 825 Severn Ave, Tampa Fl.	X 12	5,775
Plant City Airport Terminal Facility 4007 Airport Rd. Plant City Fl.	X 12	2,994
Tampa Executive Airport Terminal and Maintenance Facility 6530 Tamp Executive Airport Rd. Tampa, Fl.	X 12	47,264
Rental Car Center (Public Spaces and Authority Rooms only) Airport Service Road	X 12	50,000

**EXHIBIT E  
WORK ORDER**

Work Order for Extra Work  
Hillsborough County Aviation Authority  
Pest Control Services  
Pest Solutions of Tampa Bay, Inc.

- 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	\$
<b>Total Projected Extra Work Cost (Extra Work Cost and Reimbursable Costs)</b>	<b>\$</b>

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.

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**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:

