

**AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND TOM  
BRADLEY INTERNATIONAL TERMINAL EQUIPMENT COMPANY  
FOR PROVIDING MANAGEMENT AND OVERSIGHT OF COMMON USE  
FACILITIES, EQUIPMENT, AND SERVICES FOR LOS ANGELES WORLD  
AIRPORTS**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through the Board of Airport Commissioners (“Board”) of the Department of Airports (“City” or “LAWA”) and TOM BRADLEY INTERNATIONAL TERMINAL EQUIPMENT COMPANY, DBA LAXTEC, (“Contractor”) for providing management and oversight of common use facilities, equipment, and services for LAWA. Contractor and City are each a “Party” to this Agreement, and collectively are referred to herein as “Parties.”

WHEREAS, City wishes to retain Contractor to provide management and oversight of common use facilities, equipment, and services, as set forth in the City’s Request For Proposals for Management and Oversight of Common Use Facilities, Equipment, and Services for Los Angeles World Airports (“RFP”); and

WHEREAS, Contractor has represented it is engaged and expert in the business of performing such Services; and

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective Parties hereto, IT IS HEREBY AGREED AS FOLLOWS:

**Definitions.** The following terms and phrases shall have the following meanings for purposes of this Agreement:

(a) “Aeronautical Equipment” means, collectively, the equipment, systems, furnishings, fixtures, and parts listed in Exhibit A-6 attached hereto.

(b) “Air Carrier” means an “air carrier” or “foreign air carrier” as such terms are defined in 49 U.S.C. § 40102, as amended, or any successor provision thereto, and which is operating at LAX.

(c) “Airport” means Los Angeles International Airport, located in the City of Los Angeles, State of California, United States of America.

(d) “Chief Executive Officer” means the Chief Executive Officer of LAWA.

(e) “City Attorney” means the City of Los Angeles Office of the City Attorney.

(f) “Common Use Services” means services provided to Air Carriers and their service providers in common use areas and LAWA controlled facilities.

(g) “Common Use Facilities” means areas designated by LAWA as common use.

(h) “Contractor” means TBITEC.

(i) “Effective Date” means the date on which this Agreement has received all required approvals and consents and is fully-executed by the Contractor and City.

(j) “Equipment Access Agreement” means an agreement between the Contractor and a Handler to allow access to the Aeronautical Equipment by the Handler to provide services to a User, as it may be amended, restated, supplemented, or otherwise modified from time to time as more particularly described in Exhibit A-9.

(k) “Equipment Use Agreement” means an agreement between the Contractor and any Non-Member Air Carrier desirous of using the Aeronautical Equipment as more particularly described in Exhibit A-10 hereof, as it may be amended, restated, supplemented, or otherwise modified from time to time.

(l) “Fiscal Year” means the fiscal year of City, which is currently the year beginning on July 1 and ending on the following June 30, or any other fiscal year as may from time to time be adopted by City.

(m) “Handler” means any person that: (i) executes an Equipment Access Agreement; and (ii) obtains all necessary approvals and permits from City to perform handling services for one or more Users at the Airport.

(n) “LAWA Contract Administrator” means Chief Executive Officer and/or Designee who is responsible for administering and managing said contract.

(o) “LAX Rules and Regulations” means the “Rules and Regulations Manual for Los Angeles International Airport (LAX)” as may be amended from time to time.<sup>1</sup>

(p) “Maintenance Operator” means a qualified and duly licensed independent contractor hired by the Contractor with the written approval of the Chief Executive Officer to operate, maintain and manage the Aeronautical Equipment.

(q) “Member Air Carrier” means, as of any date, an Air Carrier that is a party to the Member Agreement and is a member of TBITEC on such date.

(r) “MSC” means the Midfield Satellite Concourse (also known as the Bradley West Gates) at the Airport.

(s) “North Baggage Handling System Facility” or “NBHS” means the North Baggage Handling System Facility located to the east of the north end of TBIT.

(t) “Non-Member Air Carrier” means an Air Carrier that uses the Aeronautical

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<sup>1</sup> As of the Effective Date, the LAX Rules and Regulations are available on the LAWA Website at [LAWA Official Site | Rules & Regulations](#)

Equipment and has executed an Equipment Use Agreement but is not a Member Air Carrier.

(u) “Obsolete Aeronautical Equipment” shall be equipment designated by LAWA as no longer operable and removed from the operation.

(v) “Premises” means the space designated for the use of the Contractor and its Subcontractors.

(w) “Subcontractor(s)” means any person or entity with whom the Contractor contracts to provide any part of the Services, including Subcontractors of any tier, suppliers, vendors and material, whether or not in privity with the Contractor.

(x) “Tariff” means the Los Angeles International Airport Passenger Terminal Tariff adopted by the Board, as may be amended from time to time.

(y) “TBIT” means the Tom Bradley International Terminal at the Airport.

(z) “TBITEC” means Tom Bradley International Terminal Equipment Company, dba LAXTEC, a California nonprofit mutual benefit corporation.

(aa) “TBITEC-Procured Equipment” shall include the equipment, systems, furnishings and fixtures to be acquired by City and installed by TBITEC as directed and required by LAWA.

(bb) “User” means any Member, Non-Member Air Carrier or Handler that uses the Aeronautical Equipment.

## **ATTACHMENTS AND EXHIBITS**

The following attachments and exhibits are incorporated hereto:

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|--------------|---|
| Exhibit A-1  | Scope of Services                               |
| Exhibit A-2  | Contractor's List of Subcontractors & Suppliers |
| Exhibit A-3  | Invoicing for Payment of Services               |
| Exhibit A-4  | Budget Schedule                                 |
| Exhibit A-5  | LAWA Owned Spare Parts                          |
| Exhibit A-6  | Description of Aeronautical Equipment           |
| Exhibit A-7  | LAWA Information Security Requirements          |
| Exhibit A-8  | Contractor's Cost Proposal                      |
| Exhibit A-9  | Equipment Access Agreement                      |
| Exhibit A-10 | Equipment Use Agreement                         |
| Exhibit B    | Insurance Requirements                          |
| Exhibit C    | Equal Employment Practices                      |
| Exhibit D    | Affirmative Action Program                      |
| Exhibit E    | Living Wage Ordinance                           |
| Exhibit F    | Service Contract Worker Retention Ordinance     |
| Exhibit G    | Child Support Orders                            |
| Exhibit H    | First Source Hiring Program                     |
| Exhibit I    | Alternative Fuel Vehicle Requirement Program    |
| Exhibit J    | Civil Rights – Title VI Assurances              |
| Exhibit K    | Administrative Requirements                     |

|              |                       |
|--------------|-----------------------|
| Attachment 1 | Contractor's Proposal |
|--------------|-----------------------|



## **Section 1.0 Term.**

1.1 Notwithstanding any other provision in this Agreement, the term of the Agreement shall commence on January 1, 2025, and shall expire on December 31, 2029 (the “term”), for a period of five (5) years, unless earlier terminated pursuant to the terms of this Agreement. City shall have the option, in its sole discretion, to extend the Agreement for one term of five (5) years, for a total term of ten (10) years.

1.2 Upon the termination or expiration of this Agreement as set forth herein, or upon City’s notice to Contractor that it will reduce one or more elements of the Scope of Services in Exhibit A-1, Contractor and City shall cooperate to facilitate an orderly and uninterrupted transition of the responsibilities hereunder to City, or to another provider of services of the type required under this Agreement. Contractor shall account to City for all matters outstanding with respect to this Agreement in accordance with this Section 1.2 and City shall promptly remit to Contractor all amounts due to Contractor from City which are payable pursuant to this Agreement through the completion of the duties of Contractor set forth herein. Contractor shall comply with all reasonable requests and requirements of City in connection with such termination or expiration, and in furtherance of that end, Contractor shall deliver to City the following:

- (a) On or before five (5) business days following such termination, copies of all original records, contracts, or documents that pertain to the services covered by this Agreement in Contractor’s possession, including all assets purchased under this Agreement; and,
- (b) Such other items as City may reasonably request that pertain to Contractor’s duties under this Agreement.

1.3 The termination of this Agreement shall not affect the rights of either Party with respect to any damages it has suffered as a result of any breach of this Agreement, nor shall it affect the rights or obligations of either Party with respect to liability or claims accrued, or arising out of events occurring, prior to the date of termination, all of which shall survive such termination.

## **Section 2.0 Contractor’s Obligations.**

2.1 Contractor shall provide the services at Los Angeles International Airport (the “Airport”) as set forth in the Scope of Services in Exhibit A-1 (“Services”) and shall promptly provide a plan for providing such Services to City for City’s review and approval. It is expressly understood and agreed that Contractor shall perform, or cause its approved subcontractors to perform, all incidental work required to satisfactorily perform the Services, including work not specifically defined or described in Exhibit A-1 in order to fulfill the intent of Exhibit A-1. All such incidental work shall not be considered extra work and shall not require an amendment to this Agreement.

2.2 Contractor's performance of the Services shall conform to the highest level of industry standards, performance specifications, service level agreement, or other standards for the performance of similar services as set forth by City. Contractor will be responsible for the performance and obligations of its subcontractors, and any failure from its subcontractors will be considered a failure of Contractor. Contractor will be required to address any deficiencies caused by any of its subcontractors in the performance of the Services.

2.3 Contractor may be required to submit maintenance records and schedules to City in such form and frequency as determined by the Chief Executive Officer or his/her designee.

2.4 Contractor will be obligated to participate in the process that may be established by City to coordinate with common use airlines and City on the operation and maintenance of Aeronautical Equipment at the Airport and Contractor's performance of the Services.

2.5 Contractor shall conform to all policies and programs in effect at the commencement of this Agreement or thereafter promulgated by City with respect to Airport and the scope of Contractor's authority shall be expressly limited in accordance with such policies.<sup>2</sup> Contractor shall be required to familiarize itself with such policies and upon request, City shall meet with Contractor to clarify any questions Contractor may have regarding such policies.

**Section 3.0 Space in Terminal.** City shall assign to Contractor and its subcontractors such space in the Airport as the Chief Executive Officer shall, in his or her sole discretion, determine is reasonably necessary for Contractor to fulfill its obligations under this Agreement, and Contractor shall occupy such space under the terms of the Los Angeles International Airport Passenger Terminal Tariff (hereinafter referred to as "Tariff"). Contractor and its subcontractors shall receive reimbursement for the costs incurred for the use of space by subcontractors at the Airport. The costs for space that are applicable to perform the Services under this Agreement shall be included in the amounts Contractor invoices LAWA pursuant to Section 5 "Payment for Contractor's Services" below.

**Section 4.0 Subcontractors.**

4.1 Exhibit A-2 lists Contractor's current subcontracts. Contractor may only change the hourly rates under the subcontracts with prior written approval by the Chief Executive Officer or his/her designee. Contractor may, with prior written approval by the Chief Executive Officer or his/her designee, not to be unreasonably withheld, enter into additional subcontracts to perform portions of the Services provided for in this Agreement. Contractor must keep an active subcontractor procurement list that describes the scope of work to be contracted, the procurement schedule, the name of the proposed subcontractor and the proposed total price or hourly rates for the subcontractor's services. Contractor

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<sup>2</sup> The current policies are available on the LAWA's website at [www.lawa.org](http://www.lawa.org)

shall remain solely responsible to City for the quality and performance of all subcontractors' services. Contractor may, upon advance written notice to City, extend, terminate and replace the services of any subcontractor, subject in all cases to the prior written approval of the Chief Executive Officer, not to be unreasonably withheld. City reserves the right to deny any request from Contractor to extend, terminate, or replace the services of any subcontractor. Every subcontract or agreement of any kind entered into between Contractor and any subcontractor shall contain, or subcontractor shall otherwise provide in a form acceptable to the City Attorney, appropriate language whereby subcontractor, without creating any contractual obligation on the part of City to the subcontractor or anyone working under contract to subcontractor, accepts and agrees to be bound by the obligations of this Agreement pertaining to indemnification, insurance, accounting records, and audit, and agrees to include in its contracts with its subcontractors a contingent assignment of its contract to City, or its designee, effective only upon written acceptance by City or its designee. Contractor shall use reasonable commercial efforts to obtain at least three (3) bids in a subcontractor procurement process and will include this information in its approval request to the Chief Executive Officer for hiring a subcontractor. Every subcontract entered into between Contractor and any subcontractor shall contain appropriate language whereby Contractor interest in the subcontract may, upon sixty (60) days of City's request (or such other time period as the Parties may mutually agree), be assignable to another provider of services to City of the type required under this Agreement.

4.2 In the event the Chief Executive Officer determines that (a) (i) any subcontractor is not performing under its respective subcontract with the Contractor or (ii) the subcontractor's performance is detrimental to the Aeronautical Equipment, the Airport, the passengers, public safety or security, and (b) said non-performance (in the case of clause (i)) or performance (in the case of clause (ii)) continues for a period of more than thirty (30) days after written notice by the Chief Executive Officer or his/her designee, the Contractor shall, at the request of the Chief Executive Officer, terminate and replace such non-performing subcontractor with another service provider satisfactory to the Chief Executive Officer; provided, however, that if the events of non-performance is of a nature that cannot be cured within thirty (30) days, including acts of criminal malfeasance, then the Chief Executive Officer may request immediate termination and replacement of such non-performing subcontractor and, if so requested, Contractor shall immediately proceed with such termination and replacement, and Contractor may make such replacement on an interim basis until standard procurement processes can be followed to secure a permanent replacement. Contractor shall diligently follow standard procurement processes to secure a permanent replacement.

#### **Section 5.0 Payment For Contractor's Services.**

5.1 The compensation to Contractor shall not to exceed Seven Hundred Fifty Million Dollars (\$750,000,000) for the term of the Agreement. City shall pay Contractor for its performance under this Agreement in strict compliance with Exhibit A-1 and in accordance with (i) the contractual terms, conditions, and specifications set forth in this Agreement; (ii) as proposed in Attachment 1 – Contractor's Proposal; and (iii) per the

rates, fees, and staffing outlined in Exhibit A-8 – Contractor’s Cost Proposal. In addition, Contractor shall at all times observe the processes outlined in Exhibit A-3 – Invoicing for Payment of Services, and Exhibit A-4 – Budget Schedule, which Budget Schedule shall be updated annually in accordance with Exhibit A-3.

5.2 Contractor shall submit on a monthly basis a request for payment for its Services completed in conformance with the Scope of Services during the billing period. Contractor shall attach to each payment request details specifying which tasks have been completed, labor hours completed by personnel, the total monthly fees incurred, and the cumulative total of all fees incurred. City will pay Contractor on either a time-and-material basis or on a lump sum basis in accordance with the terms of Contractor’s subcontracts. In addition, Contractor must submit all supporting documentation/backup for both Contractor and its subcontractors, including, but not limited to: subcontractor invoices with all supporting backup, employee time sheets, part purchase and receipt logs and invoices, and proof of payments to subcontractors. All requests for payment shall be certified by a duly authorized officer of Contractor.

5.3 Contractor acknowledges that City has purchased and provided Contractor with spare parts and equipment listed on Exhibit A-5 attached hereto. On each monthly request for payment, Contractor shall list any City-provided spare parts or equipment that have been used by Contractor or its subcontractors. Contractor shall keep accurate records and shall ensure adequate part stock levels are kept on the premises for all Aeronautical Equipment to prevent any undue delay in servicing, maintaining, or repairing said equipment.

5.4 City reserves the right to require additional substantiation of any payment request submitted by Contractor if, in the opinion of the Chief Executive Officer, such would be in the best interest of City. City shall, upon receipt and following approval of each payment request, remit to Contractor, at the address specified in this Agreement, the appropriate amount. Good faith efforts will be made to pay invoices within thirty (30) days of City's receipt thereof.

5.5 City shall not be required to make payments for Services not yet performed nor for Services deemed unsatisfactory by City. The Parties agree that the Chief Executive Officer shall make the final determination as to when Contractor's Services or any part thereof have been satisfactorily performed or completed to justify release of any given payment to Contractor under this Agreement.

5.6 If a necessary change causes an increase in the Scope of Services or Services to be performed by Contractor pursuant to this Agreement requiring additional compensation above Section 5.1 of this Agreement, then the Parties hereto shall agree upon additional compensation, if any, to be paid to Contractor therefor, and this Agreement shall be amended, in writing, prior to the performance by Contractor of said increased work or Services, subject to approval by the Board of Airport Commissioners.

5.7 Contractor shall not include in any request for payment any amount that Contractor does not intend to pay to a subcontractor because of a dispute or for any other reason. Contractor shall perform a complete and thorough review of each request for payment for accuracy and completeness prior to submitting to City. Each request for payment shall constitute a representation by Contractor to City that to Contractor's actual knowledge, after due inquiry and investigation, the Services covered by the request have been performed and the costs were incurred in accordance with the applicable requirements of this Agreement.

5.8 In the event of any good faith dispute as to whether a particular payment or a portion of a particular payment is owed or not owed by City to Contractor under this Agreement, City shall have the right to do either of the following: (i) make all or part of such disputed payment to Contractor without prejudice to City's right to contest the amount so paid; or (ii) withhold all or a portion of such disputed payment. In either case, City shall so notify Contractor in writing of the reasons therefor. From and after Contractor's receipt of such notice, City and Contractor shall use their good faith efforts to resolve their dispute as quickly as practicable under the circumstances. If City has given such notice, Contractor shall not be entitled to terminate this Agreement or suspend its services hereunder on account of such non-payment, provided City remits to Contractor all undisputed sums. If City chooses to withhold payments under Clause (ii) above and if it is subsequently determined that City owes an additional payment to Contractor, City shall pay such additional amount to Contractor. If City chooses to proceed under Clause (i) above and it is subsequently determined that City overpaid Contractor, Contractor shall refund to City the amount of such overpayment.

5.9 Contractor agrees to offer City any discount terms that are offered to Contractor's best customers for the Services to be provided herein, and apply such discount to payments made under this Agreement which meet the discount terms.

#### **Section 6.0 Auditing and Records.**

6.1 For the purposes of determining performance in any year, Contractor shall have a nationally recognized independent accounting firm audit its accounts annually and such audited financial statements shall be issued on or before October 31 of the subsequent year, in accordance with generally accepted accounting principles. Upon issuance, Contractor shall provide such audited financial statements to City.

6.2 Contractor shall maintain complete and accurate books and records with respect to services, costs, expenses, receipts and other information required by City to verify the scope or charges for any services provided under this Agreement. Contractor shall maintain such records in sufficient detail to permit City, City's independent auditors or their designee to thoroughly evaluate and verify the nature, scope, value and charges for services performed under this Agreement. All such books and records shall be (i) maintained in accordance with generally accepted accounting principles, (ii) be clearly identified and readily accessible; and (iii) be available to City at any time during reasonable business hours upon reasonable advance notice.

6.3 Contractor shall ensure that its staff shall cooperate with City's auditor in the preparation of the annual audit of City.

6.4. In order to verify charges incurred and invoiced by Contractor in the performance of this Agreement for Direct Expenses and Indirect Expenses (as defined in Exhibit A-3), Contractor agrees to make pertinent books and records available to City's representative at Contractor's Los Angeles office upon fifteen (15) days' notice. In the event Contractor does not make available to City the pertinent books and records within the aforesaid fifteen (15) days as set forth in this subsection, Contractor agrees to pay for all travel costs, housing, and other related expenses associated with the audit of said books, reports, accounts, and records by City at Contractor's place of records. City will not audit books, accounts, and/or records relating to Contractor's overhead, general and administrative expenses and Contractor's profit that are not covered under this Agreement. The aforesaid records shall not include any proprietary records of Contractor such as cost data.

#### **Section 7.0 Confidential Information.**

7.1 Contractor acknowledges that it will acquire information concerning City's operations which is confidential to City and which is the exclusive property of City, and Contractor covenants and agrees that it will not publish, communicate, or disclose to any unauthorized third party or parties any such information identified by City as being confidential without the prior written consent of City, not to be unreasonably withheld, both during the term of this Agreement or at any time subsequent thereto, except as required by applicable law in which case Contractor shall provide written notice to City prior to any disclosure, publication or communication. For clarity under this Section 7.1, employees, members, officers, agents, and representatives of Contractor shall be authorized to receive confidential information without the prior written consent of City.

7.2 Contractor acknowledges that in the course of its services under this Agreement it will be necessary for Contractor to communicate with City's attorneys or receive from or perform work at the request of City's counsel, and that such work product and communications shall be maintained in confidence by Contractor except as authorized in writing by City's counsel. Employees of Contractor are subject to the requirements under this Section 7.2.

#### **Section 8.0 Termination or Suspension of Services or Contract.**

8.1 City may terminate this Contract, with or without cause, upon giving Contractor ninety (90) days' advance written notice.

8.2 If, at any time, the Chief Executive Officer, for any reason, decides to terminate or suspend the Scope of Services, or any part of the Services, the Chief Executive Officer may: (1) require Contractor to terminate or suspend the performance of all, or a portion, of its Services and/or (2) terminate any part of this Agreement, upon giving



Contractor ninety (90) days' written notice prior to the effective date of such suspension or termination which date shall be specified in such notice.

8.3 In the event that this contract or any portion thereof and/or Contractor's Services, or any portion thereof is suspended or terminated by Chief Executive Officer, City will compensate Contractor for Services completed and satisfactorily performed.

**Section 9.0 Default and Right of Termination.** In the event Contractor fails to abide by the terms, covenants and conditions of this Agreement, City may, instead of immediately exercising its rights under Section 8, give Contractor written notice to correct the defect or default. If the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within fifteen (15) days after City's mailing of notification, City may, at its sole discretion, (a) terminate this Agreement forthwith upon giving Contractor a ten (10) day written notice, or (b) withhold any further payment for Contractor's Services until such defect or default is corrected within the time specified by the City. If the default or defect is still not corrected within that time, City may terminate this Agreement forthwith upon giving Contractor a ten (10) day written notice.

**Section 10.0 Rights Cumulative.** All rights and remedies of the Parties set out in this Agreement are cumulative and no right or remedy contained herein is intended to be exclusive but each will be in addition to every other right or remedy contained in this Agreement or in any existing or future agreement now or hereafter existing at law, in equity or by statute, or pursuant to any other agreement between Contractor and City that may be in effect from time to time.

**Section 11.0 Independent Contractor.**

11.1 It is the express intention of the Parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and City or between Contractor and any official, agent, or employee of City. Both Parties acknowledge that Contractor is not an employee of City.

11.2 Contractor shall retain the right to perform services for others during the term of this Agreement, unless specified to the contrary herein or prohibited by conflict of interest or ethics laws, regulations, or professional rules of conduct.

**Section 12.0 Force Majeure.** Notwithstanding anything herein to the contrary, the Parties will not be deemed in default with respect to the performance of any of the provisions of this Agreement due to fires, floods, wind storms, explosions, riots, natural disasters, wars, sabotage, weather conditions, act of God, labour disputes (including lock-outs, strikes and slowdowns), factory closures for any reason, or the inability to obtain power. The Party affected by an event of force majeure (hereinafter referred to as "Event of Force Majeure") will immediately notify the other Party describing the Event of Force

Majeure and the details and conditions of failure or delay in the performance due to the Event of Force Majeure.

**Section 13.0 Severability.** Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a Court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

**Section 14.0 Small Business/Local Business/Local Small Business/Disabled Veteran Business Enterprises.**

14.1 Contractor shall assume contractual responsibility for and manage all subcontractors that are currently providing services under Contract DA-5495, Agreement between the City of Los Angeles and Tom Bradley International Equipment Company for Providing Management and Oversight of Common Use Facilities, Equipment, and Services for Los Angeles World Airports. Upon commencement of this Agreement, Contractor shall conduct a full analysis of the existing subcontractors and of the Services provided, account for any expansion of Services in both new and existing facilities, and develop a strategic procurement/transition plan within the first two (2) years of the Commencement Date of this Agreement. Upon completion of the full analysis, within twelve (12) months of the Commencement Date of this Agreement, Contractor shall develop a Common Use (CU) Services Restructure Plan (Restructure Plan) that includes Contractor's Inclusivity Plan. The Inclusivity Plan shall comply with LAWA's mandatory minimum required business enterprise program requirement of 25% (as described in the RFP) and shall be completed and fully transitioned within two (2) years of the Commencement Date of this Agreement with prior LAWA approval. LAWA will rely on Contractor's expertise to lead, guide, manage and oversee a smooth and phased transition from current to future subcontractors and services.

14.2 Contractor hereby further agrees and obligates itself to strictly comply with all of the Rules and Regulations of LAWA's Small Business Enterprise Program and LAWA's Local and Local Small Business Enterprise Program (collectively, "Programs").

14.3 Failure to comply with any of the Programs' requirements shall subject Contractor to the "Penalties" set forth in the Programs' Rules.

14.4 Contractor shall submit and keep updated for the life of the contract, all requirements for LAWA's Contract Compliance System B2G (B2G), or other system(s) established by LAWA to track, monitor, and report the utilization of certified firms on all subcontracts and to track the payment cycles between Contractor to all subcontractors, and subcontractor to suppliers and lower tier subcontractors. Contractor shall cooperate with LAWA personnel in providing such information as shall be requested by LAWA in order to ensure compliance with the provisions of this Section. LAWA will not process or pay Contractor's subsequent invoices if the data entry into a B2G are not timely submitted or if Contractor fails to cooperate with LAWA personnel by promptly providing any and all information related to SBE/LBE/LSBE participation requested by LAWA. Requirements



to LAWA's B2G System can be found on the LAWA's website at <https://www.lawa.org/lawa-businesses/how-to-do-business-with-lawa/contract-compliance-system--b2g>.

14.5 Failure to comply with any of the terms of this Section (or the terms of this Contract) shall constitute a material breach of contract and may result in Contractor being deemed "Non-Responsible." (Section 10.40 et seq. of the Los Angeles Administrative Code.)

**Section 15.0 Notices.**

15.1 Notice to City. Written notices to City hereunder, with a copy to the City Attorney of the City of Los Angeles, shall be given by registered or certified mail, postage prepaid, and addressed to:

Department of Airports  
1 World Way  
Post Office Box 92216  
Los Angeles, CA 90009-2216

Office of City Attorney  
1 World Way  
Post Office Box 92216  
Los Angeles, CA 90009-2216

or to such other address as City may designate by written notice to Contractor.

15.2 Notice to Contractor. Written notices to Contractor hereunder, with a copy to the City Attorney of the City of Los Angeles, shall be given by registered or certified mail, postage prepaid, and addressed to:

TBITEC Chairperson  
380 World Way, Suite 4C16-10  
Los Angeles, CA 90045

or at such other addresses as the Parties may inform each other in writing. In addition, each Party may designate a contact for day-to-day communications.

15.3 The execution of any such notice by the Chief Executive Officer shall be as effective as to Contractor as if it were executed by the Board, or by Resolution or Order of said Board, and Contractor shall not question the authority of the Chief Executive Officer or the designee to execute any such notice.

15.4 All such notices, except as otherwise provided herein, may either be delivered personally to Chief Executive Officer with a copy to the Office of the City Attorney, Airport Division, in the one case, or to Contractor in the other case, or may deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid by certified or registered mail, return receipt requested, and shall be effective five (5) days after deposit in the mail.

**Section 16.0 Assignment or Transfer Prohibited.**

16.1 Contractor shall not, in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer or encumber this Agreement, or any portion thereof or any interest therein, without the prior written consent of the City or the Chief Executive Officer if within his/her authority. This Agreement shall not, nor shall any interest therein, be assignable as to the interest of Contractor by operation of law without the prior written consent of the City or the Chief Executive Officer if within his/her authority.

16.2 For purposes of this Agreement, the terms “transfer” and “assign” shall include, but not be limited to, the following: (i) if Contractor is a joint venture, a limited liability company, or a partnership, the transfer of fifty percent (50%) or more of the interest or membership in the joint venture, the limited liability company, or the partnership; (ii) if Contractor is a corporation, any cumulative or aggregate sale, transfer, assignment, or hypothecation of fifty percent (50%) or more of the voting shares of Contractor; (iii) the dissolution by any means of Contractor; and, (iv) a change in business or corporate structure. Any such transfer, assignment, mortgaging, pledging, or encumbering of Contractor without the written consent of the City is a violation of this Agreement and shall be voidable at the City’s option and shall confer no right, title, or interest in or to this Agreement upon the assignee, mortgagee, pledgee, encumbrancer, or other lien holder, successor, or purchaser.

16.3 In the event of a name change of Contractor, in which there is no transfer, assignment, mortgaging, pledging, or encumbering of Contractor as provided in Section 16.2, the Contractor must obtain the written consent of the Chief Executive Officer; and Contractor shall provide all related documents, as well as any other documents requested by City. Failure to obtain the consent of the Chief Executive Officer under this section may result in the City’s inability to pay and delay in paying the newly named entity.

16.4 When proper consent has been given by the City, or the Chief Executive Officer if within his/her authority, the provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the heir(s), successor(s), executor(s), administrator(s) and assign(s) of the Parties hereto.

**Section 17.0 Insurance.** Subject to reimbursement pursuant to Exhibit A-3, Contractor shall comply with and procure at its expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified on the Insurance exhibit, which is incorporated herein by reference and attached as Exhibit B.

**Section 18.0 City Held Harmless.** In addition to the requirements of Section 17.0, Insurance herein, Contractor and its subcontractors shall, to the fullest extent permitted by law, defend, indemnify and hold harmless City and any and all of its boards, commissioners, officers, directors, agents, employees, assigns and successors in interest (collectively “City Defendants”) from and against any and all allegations, suits, proceedings, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, reasonable attorney’s fees and costs of litigation) (collectively “Claims”), prosecuted by anyone (including Contractor and/or Contractor’s

agents, former and current employees, or competitors) by reason of, arising out of, related to, connected with or pertaining to (1) injury to, or death of, any person(s) (including Contractor and/or Contractor's agents or employees) in connection with Contractor's Performance of the Agreement, or (2) damage to, or destruction of, any property (including property of Contractor and/or Contractor's agents or employees) in connection with Contractor's Performance of the Agreement, or (3) Contractor's (and/or its employees' or agents') and/or subcontractor's (and/or its employees' or agents') performance of the Agreement; whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees; provided, however, that Contractor shall not be required to defend, indemnify or hold harmless any City Defendant for Claims resulting from the willful misconduct of any City Defendant as determined by a final order of a court of competent jurisdiction. If applicable, (a) where such Claims arise from or relate to Contractor's performance of a "Construction Contract" as defined by California Civil Code Section 2783, this paragraph shall not be construed to require Contractor to indemnify or hold City harmless to the extent such Claims are caused by the City's sole negligence, willful misconduct or active negligence; and/or (b) where such Claims arise from Contractor's design professional services as defined by California Civil Code Section 2782.8, Contractor's indemnity obligations shall be limited to Claims arising out of, pertaining to, or relating to the Contractor's negligence, recklessness or willful misconduct in the performance of the Agreement.

## **Section 19.0 Nondiscrimination and Affirmative Action Program.**

### **19.1 Federal Non-Discrimination Provisions.**

19.1.1 Contractor assures that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates Contractor or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, this provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. [USE GUIDE, paragraph 1].<sup>3</sup>

### **19.2 Municipal Non-Discrimination Provisions.**

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<sup>3</sup> The paragraph references are to mandatory requirements contained in a document entitled, "LEASE AND USE AGREEMENT GUIDE," dated June 6, 1984, revised May 2001, published by the Federal Aviation Administration.

19.2.1 **Non-Discrimination In Use Of Airport.** There shall be no discrimination against or segregation of any person, or group of persons, on account of race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition in the lease, sublease, transfer, use, occupancy, tenure, or enjoyment of Airport or any operations or activities conducted on Airport. Nor shall Contractor or any person claiming under or through Contractor establish or contract any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of contractors, subcontractors, or vendees of Airport. Any assignment or transfer, which may be permitted under this Agreement, shall also be subject to all non-discrimination clauses contained in Section 19.2.

19.2.2 **Non-Discrimination In Employment.** During the term of this Agreement, Contractor agrees and obligates itself in the performance of this Agreement not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. Contractor shall take affirmative action to ensure that applicants for employment are treated, during the term of this Agreement, without regard to the aforementioned factors and shall comply with the affirmative action requirements of the Los Angeles Administrative Code, Sections 10.8, et seq., or any successor ordinances or law concerned with discrimination.

19.2.3 **Equal Employment Practices.** If the total payments made under this Agreement are One Thousand Dollars (\$1,000) or more, this provision shall apply. During the performance of this Agreement, Contractor agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"), which is incorporated herein by reference and attached in Exhibit C. By way of specification but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of the Los Angeles Administrative Code, the failure of Contractor to comply with the Equal Employment Practices provisions of this Agreement may be deemed to be a material breach of this Agreement. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Contractor. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of this Agreement, this Agreement may be forthwith terminated, cancelled, or suspended.

19.2.4 **Affirmative Action Program.** If the total payments made under this Agreement are One Hundred Thousand Dollars (\$100,000) or more, this provision shall apply. During the performance of this Agreement, Contractor agrees to comply with Section 10.8.4 of the Los Angeles Administrative Code ("Affirmative Action Program"), which is incorporated herein by reference and attached in Exhibit D. By way of specification but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of the Code, the failure of Contractor to comply with the Affirmative Action Program provisions of this Agreement may be deemed to

be a material breach of this Agreement. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Contractor. Upon a finding duly made that Contractor has failed to comply with the Affirmative Action Program provisions of this Agreement, this Agreement may be forthwith terminated, cancelled, or suspended.

**Section 20.0 Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition.

**Section 21.0 Hazardous And Other Regulated Substances.**

21.1. Definition of "hazardous substance(s)." For the purposes of this Agreement, "hazardous substances" means:

21.1.1. Any substance the presence of which requires the investigation or remediation under any federal, state or local statute, regulation, rule, ordinance, order, action, policy or common law; or

21.1.2. Any substance which is or becomes defined as a hazardous waste, extremely hazardous waste, hazardous material, hazardous substance, hazardous chemical, toxic chemical, toxic substance, cancer causing substance, substance that causes reproductive harm, pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto, including, without limitation, any of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); or

21.1.3. Any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, council, board, or instrumentality of the United States, the State of California, the City of Los Angeles, or any political subdivision of any of them; or

21.1.4. Any substance the presence of which on the Airport causes or threatens to cause a nuisance upon the Airport or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Airport; or

21.1.5. Any substance the presence of which on adjacent properties could constitute a trespass by Contractor; or

21.1.6. Any substance, without limitation, which contains gasoline, aviation fuel, jet fuel, diesel fuel or other petroleum hydrocarbons, lubricating oils, solvents, polychlorinated biphenyls (PCBs) asbestos, urea formaldehyde or radon gases.

21.2. Environmental Indemnity. Contractor shall, and shall cause its subcontractors to, fully comply with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws, or other orders of any governmental entity regarding the use, storage, handling, distribution, processing, or disposal of hazardous substances. Contractor agrees that any claims, damages, penalties, or fines asserted against or levied on City or Contractor as a result of noncompliance by Contractor or its subcontractors with any of the provisions in this Section shall be the sole responsibility of Contractor and that Contractor shall indemnify and hold City harmless from all such claims, damages, penalties, or fines except to the extent such claims, damages, penalties or fines arise from the negligence or wilful misconduct of City, its officers or employees. Further, City may, at its option, pay such claims, damages, penalties, or fines resulting from Contractor's non-compliance with any of the terms of this Section, and Contractor shall indemnify and reimburse City for any such payments.

21.3. In the case of any hazardous substance spill, leak, discharge, release or contamination by Contractor or its subcontractors on the Airport or as may be discharged or released in, on or under adjacent property by Contractor or its subcontractors which affects other property of City or its tenants, Contractor agrees to make or cause to be made any necessary repairs or corrective actions to clean up and remove any such spill, leakage, discharge, release or contamination. If Contractor fails to repair, clean up, properly dispose of, or take any other corrective actions as required herein, City may (but shall not be required to) take all steps it deems necessary to properly repair, clean up, or otherwise correct the conditions resulting from the spill, leak, discharge, release or contamination. Any such repair, clean-up, or corrective actions taken by City shall be at Contractor's sole cost and expense and Contractor shall indemnify and pay for and reimburse City for any and all costs (including any administrative costs) City incurs as a result of any repair, clean-up, or corrective action it takes except to the extent such costs for repair, clean-up or corrective actions arise from the negligence or wilful misconduct of City, its officers or employees.

21.4. If Contractor installs or uses already installed underground storage tanks, above-ground storage tanks, pipelines, or other improvements at the Airport for the storage, distribution, use, treatment, or disposal of any hazardous substances, Contractor agrees, upon the expiration and/or termination of this Agreement, to remove the above referenced improvements, clean up releases of hazardous substances, or both, at the sole option of the Chief Executive Officer, the above-referred-to improvements. Said removal and/or cleanup shall be at Contractor's sole cost and expense and shall be undertaken and completed in full compliance with all federal, state, and local laws and regulations, as well as with the reasonable directions of the Chief Executive Officer.

21.5. Contractor's Provision to City of Environmental Documents. Contractor shall promptly supply City with complete and legible copies of all notices, reports, correspondence, and other documents sent by Contractor to or received by Contractor from any governmental entity regarding any hazardous substance in, at or about the Airport. Such written materials include, without limitation, all documents relating to any threatened



or actual hazardous substance spill, leak, or discharge, or to any investigations into or clean-up of any actual or threatened hazardous substance spill, leak, or discharge including all test results.

21.6. Survival of Obligations. This Section and the obligations herein shall survive the expiration or earlier termination of this Agreement.

## **Section 22.0 Airfield Security.**

22.1. During the term of this Agreement, Contractor and its subcontractors shall be responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws, airport security agreements, and/or orders of any federal, state, and/or local governmental entity regarding airfield security. Contractor shall be responsible for the Airport gates and doors that are controlled or used by Contractor or its employees, agents, or subcontractors. Contractor shall comply fully with applicable provisions of the Transportation Security Administration Regulations, 49 Code of Federal Regulations ("CFR"), Sections 1500 through 1550 and 14 CFR Part 129, if applicable, including the establishment and implementation of procedures acceptable to the Chief Executive Officer to control access to air operation areas in accordance with the Airport Security Program required by CFR Sections 1500 through 1550.

22.2. In addition to the foregoing, gates and doors controlled or used by Contractor which permit entry into restricted areas at Airport shall be kept locked by Contractor at all times when not in use or under Contractor's constant security surveillance. Gate or door malfunctions which permit unauthorized entry into restricted areas shall be reported to Department of Airports' Operations Division without delay and shall be maintained under constant surveillance by Contractor until repairs are affected by Contractor or City and/or the gate or door is properly secured.

22.3 Contractor shall cooperate with City to maintain and improve Airport security, and shall cooperate in investigations of violations of state and local laws, ordinances, and rules and regulations, of any federal, state and/or local governmental entity regarding airport and airfield security. Contractor shall provide necessary assistance to, and cooperate with, City in case of any emergency. Contractor shall, upon request, provide City relevant information which will enable City to provide efficient and effective management in response to any airport or airfield emergency.

22.4. All civil penalties levied by the TSA for violation of TSA Regulations pertaining to security gates or doors controlled or used by Contractor shall be the sole responsibility of Contractor. Contractor agrees to indemnify City for any federal civil penalties amounts City must pay due to any security violation arising from the breach of any obligation imposed by this Section. Contractor is also responsible for City's attorney's fees and costs.

**Section 23.0 Business Tax Registration.** Contractor represents that it has registered its business with the Office of Finance of the City of Los Angeles and has

obtained and presently holds from that Office a Business Tax Registration Certificate, or a Business Tax Exemption Number, required by City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of City's Municipal Code). Contractor shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended during the term hereof.

#### **Section 24.0 Laws, Rules And Regulations.**

24.1. Contractor shall be solely responsible for fully complying with any and all applicable present or future rules, regulations, restrictions, ordinances, statutes, laws or orders of any federal, state, or local government authority in connection with the operation, maintenance and management of the Airport (hereinafter collectively referred to as "Applicable Laws"). Contractor shall give prompt notice to City of any violation or notice of alleged violation of Applicable Laws.

24.2. Contractor shall be solely responsible for any and all civil or criminal penalties assessed as a result of its failure to comply with any Applicable Laws.

24.3 **Prevailing Wage.** Construction, alteration, demolition, installation, repair or maintenance work performed on City-owned property may require payment of prevailing wages in accordance with federal or state prevailing wage and apprenticeship laws. Contractor is obligated to make the determination as to whether prevailing wage laws are applicable, and shall be bound by and comply with applicable provisions of the California Labor Code and Federal, State, and local laws related to labor. Contractor shall indemnify and pay and/or reimburse the City for any damages, penalties or fines (including, but not limited to, attorney's fees and costs of litigation) that the City incurs, or pays, as a result of noncompliance with applicable prevailing wage laws in connection with the Services performed by Contractor.

24.4 **Disabled Access.** Contractor shall be solely responsible for fully complying with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws, and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access including any services, programs, improvements or activities provided by Contractor related to its performance of services under this Agreement. Contractor shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, Contractor's noncompliance. Further, Contractor agrees to cooperate fully with City in its efforts to comply with the Americans With Disabilities Act of 1990 and CA Title Section 24, and any amendments thereto, or successor statutes.

#### **Section 25.0 Living Wage Ordinance And Service Contractor Worker Retention Ordinances.**

##### **25.1. Living Wage Ordinance**



25.1.1. General Provisions: Living Wage Policy. This Agreement is subject to the Living Wage Ordinance (hereinafter referred to as "LWO") (Section 10.37, et seq., of the Los Angeles Administrative Code) which is incorporated herein by this reference. A copy of Section 10.37 has been attached hereto for the convenience of the Parties as Exhibit E. The LWO requires that, unless specific exemptions apply, any employees of tenants or lessees of City property who render services on the leased premises or licensed premises are covered by the LWO if any of the following applies: (1) the services are rendered on premises at least a portion of which are visited by substantial numbers of the public on a frequent basis, (2) any of the services could feasibly be performed by City of Los Angeles employees if the awarding authority had the requisite financial and staffing resources, or (3) the designated administrative agency of the City of Los Angeles has determined in writing that coverage would further the proprietary interests of the City of Los Angeles. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year. The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days per year of uncompensated time pursuant to Section 10.37.2(b). The LWO requires employers to inform employees making less than Twelve Dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit (hereinafter referred to as "EITC") and to make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4. Contractor shall permit access to work sites for authorized City representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by the City. Whether or not subject to the LWO, Contractor shall not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in addition, pursuant to Section 10.37.6(c), Contractor agrees to comply with federal law prohibiting retaliation for union organizing.

25.1.2. Living Wage Coverage Determination. An initial determination has been made that this Agreement is not exempt from coverage by the LWO. Determinations as to whether this Agreement is a public lease or license covered by the LWO, or whether an employer or employee are exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined or other interpretations of the law are considered. In some circumstances, applications for exemption must be reviewed periodically. City shall notify Contractor in writing about any redetermination by City of coverage or exemption status. To the extent Contractor claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Contractor to prove such non-coverage or exemption.

25.1.3. Compliance; Termination Provisions And Other Remedies: Living Wage Policy. If Contractor is not initially exempt from the LWO, Contractor shall comply with all of the provisions of the LWO, including payment to employees at the minimum wage rates, effective on the Closing Date (as defined in the Settlement

Agreement), and shall execute the Declaration of Compliance Form attached to this Agreement as Exhibit E contemporaneously with the execution of this Agreement. If Contractor is initially exempt from the LWO, but later no longer qualifies for any exemption, Contractor shall, at such time as Contractor is no longer exempt, comply with the provisions of the LWO and execute the then currently used Declaration of Compliance Form, or such form as the LWO requires. Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Agreement and City shall be entitled to terminate this Agreement and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if City determines that Contractor violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures and time periods provided elsewhere in this Agreement. Nothing in this Agreement shall be construed to extend the time periods or limit the remedies provided in the LWO.

25.1.4. Subcontractor Compliance. Contractor agrees to include, in every subcontract or sublease covering City property entered into between Contractor and any subcontractor, a provision pursuant to which such subcontractor (A) agrees to comply with the Living Wage Ordinance and the Service Contractor Worker Retention Ordinance with respect to City's property; (B) agrees not to retaliate against any employee lawfully asserting noncompliance on the part of the Subcontractor with the provisions of either the Living Wage Ordinance or the Service Contractor Worker Retention Ordinance; and (C) agrees and acknowledges that City, as the intended third-party beneficiary of this provision may (i) enforce the Living Wage Ordinance and Service Contractor Worker Retention Ordinance directly against the subcontractor with respect to City property, and (ii) invoke, directly against the subcontractor with respect to City property, all the rights and remedies available to City under Section 10.37.5 of the Living Wage Ordinance and Section 10.36.3 of the Service Contractor Worker Retention Ordinance, as same may be amended from time to time.

25.2. Service Contract Worker Retention Ordinance. This Agreement may be subject to the Service Contract Worker Retention Ordinance (hereinafter referred to as "SCWRO") (Section 10.36, et seq., of the Los Angeles Administrative Code), which is incorporated herein by this reference. A copy of Section 10.36 has been attached hereto for the convenience of the Parties as Exhibit F. If applicable, Contractor must also comply with the SCWRO which requires that, unless specific exemptions apply, all employers under contracts that are primarily for the furnishing of services to or for the City of Los Angeles and that involve an expenditure or receipt in excess of Twenty Five Thousand Dollars (\$25,000) and a contract term of at least three (3) months shall provide retention by a successor contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor, if any, as provided for in the SCWRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, City has the authority, under appropriate circumstances, to terminate this Agreement and otherwise pursue legal

remedies that may be available if City determines that the subject contractor violated the provisions of the SCWRO.

**Section 26.0 Child Support Orders.** This Agreement is subject to Section 10.10, Article I, Chapter 1, Division 10 of the Los Angeles Administrative Code related to Child Support Assignment Orders, which is incorporated herein by this reference. A copy of Section 10.10 and the Declaration Compliance Form have been attached hereto for the convenience of the Parties on Exhibit G. Pursuant to this Section, Contractor (and any subcontractor of Contractor providing services to City under this Agreement) shall (1) fully comply with all State and Federal employment reporting requirements for Contractor's or Contractor's subcontractor's employees applicable to Child Support Assignments Orders; (2) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (3) maintain such compliance throughout the term of this Agreement. Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of Contractor or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Contractor or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default of this Agreement subjecting this Agreement to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor by City (in lieu of any time for cure provided elsewhere in this Agreement).

**Section 27.0 Equal Benefits Ordinance**

27.1. Unless otherwise exempt in accordance with the provisions of the Equal Benefits Ordinance (hereinafter referred to as "EBO"), Contractor certifies and represents that Contractor will comply with the applicable provisions of EBO Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time. Contractor shall not, in any of its operations within the City of Los Angeles or in other locations owned by the City of Los Angeles, including the Airport, discriminate in the provision of Non-ERISA Benefits (as defined below) between employees with domestic partners and employees with spouses, or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration. As used above, the term "Non-ERISA Benefits" shall mean any and all benefits payable through benefit arrangements generally available to Contractor's employees which are neither "employee welfare benefit plans" nor "employee pension plans", as those terms are defined in Sections 3(1) and 3(2) of ERISA. Non-ERISA Benefits shall include, but not be limited to, all benefits offered currently or in the future, by Contractor to its employees, the spouses of its employees or the domestic partners of its employees, that are not defined as "employee welfare benefit plans" or "employee pension benefit plans", and, which include any bereavement leave, family and medical leave, and travel discounts provided by Contractor to its employees, their spouses and the domestic partners of employees.

27.2. Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the term of an Agreement with the City of Los Angeles, the Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-6480.”

27.3. The failure of Contractor to comply with the EBO will be deemed to be a material breach of the Agreement by City. If Contractor fails to comply with the EBO, City may cancel or terminate the Agreement, in whole or in part, and all monies due or to become due under the Agreement may be retained by City. City may also pursue any and all other remedies at law or in equity for any breach. Failure to comply with the EBO may be used as evidence against Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, *et seq.*, Contractor Responsibility Ordinance. If City determines that Contractor has set up or used its contracting entity for the purpose of evading the intent of the EBO, City may terminate the Agreement.

**Section 28.0 Municipal Lobbying Ordinance.** Contractor shall comply with the provisions of the City of Los Angeles Municipal Lobbying Ordinance, Municipal Code Section 48.01 *et seq.*, as amended.

**Section 29.0 Compliance with Los Angeles City Charter Section 470(c)(12) and 609(e).**

29.1 Contractor, subcontractors, and their principals are obligated to fully comply with City of Los Angeles Charter Sections 470(c)(12), 609(e) and related ordinances, regarding limitations on campaign contributions and fundraising to certain elected City officials or candidates for elected City office. Gifts to elected officials and certain City officials are also limited. Additionally, contractor and subcontractors are required to provide and update certain information to the City as specified by law. Any contractor and subcontractor subject to Charter Section 470(c)(12) and 609(e), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding City of Los Angeles Campaign Contribution and Fundraising Restrictions.

As provided in Charter Sections 470(c)(12), 609(e) and related ordinances, you are a subcontractor on City of Los Angeles Contract/Resolution #\_\_\_\_\_. Pursuant to City Charter Section 470(c)(12) and 609(e), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Additionally, gifts are limited to elected officials and certain City officials. Subcontractor is required to provide to contractor names and

addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 10 business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

29.2 Contractor, subcontractors, and their principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

**Section 30.0 First Source Hiring Program For Airport Employers (LAX Only).** Contractor shall comply with the provisions of the First Source Hiring Program adopted by the Board. The rules, regulations, requirements, and penalties of the First Source Hiring Program are attached as Exhibit H and made a material term of this Agreement. Contractor shall be an "Airport Employer" under the First Source Hiring Program.

**Section 31.0 Alternative Fuel Vehicle Requirement Program (for LAX Only).** Contractor shall comply with the provisions of the alternative fuel vehicle requirement program (the "Alternative Fuel Vehicle Requirement Program"). The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are attached as Exhibit I and made a material term of this Contract.

**Section 32.0 Contractor Responsibility Program.**

32.1 Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, it is the policy of LAWA to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the Services set forth in the contract. LAWA shall award contracts only to entities and individuals it has determined to be Responsible Contractors. The provisions of the Contractor Responsibility Program (hereinafter also referred to as "CRP") apply to leases and contracts for construction, for services, and for purchases of goods and products that require Board approval.

32.2 Contractor is required to complete and submit the "Contractor Responsibility Program Questionnaire" that provides information LAWA needs in order to determine if the contractor is responsible and has the capability to perform the contract. The information contained in the CRP Questionnaire is subject to public review for a period of not less than fourteen (14) days. Contractor is also required to complete, sign and submit the "Contractor Responsibility Program Pledge of Compliance." Contractor is also required to respond within the specified time to LAWA's request for information and documentation needed to support a Contractor Responsibility determination. Subcontractors will be required to submit the Pledge to the prime contractor prior to commencing work. The CRP Rules and Regulations are available at <http://www.lawa.org>.

### **Section 33.0 Miscellaneous Provisions.**

33.1. Fair Meaning. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either City or Contractor.

33.2. Section Headings. The section headings appearing herein are for the convenience of City and Contractor, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

33.3. Void Provisions. If any provision of this Agreement is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other provisions shall remain in full force and effect.

33.4. Two Constructions. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

33.5. Applicable Law and Venue. This Contract shall be construed and enforced in accordance with the laws of the State of California and venue shall lie in the appropriate U.S. Federal Court or California Superior Court located in Los Angeles County.

33.6. Gender. The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

33.7. Rights of United States Government. This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between City and the United States relative to the development, operation, or maintenance of Airport.

33.8. Integration Clause. It is understood that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and that no oral understanding or agreement, not incorporated herein in writing, shall be binding on any of the Parties hereto.

33.9. Ordinance and Los Angeles Administrative Code (hereinafter referred to as "Code") Language Governs. Ordinance and Code exhibits are provided as a convenience to the Parties only. In the event of a discrepancy between the exhibits and the applicable ordinance or code language, or amendments thereto, the language of the ordinance or Code shall govern.

33.10. Amendments to Ordinances and Codes. The obligation to comply with any Ordinances and Codes which have been incorporated into this Agreement by reference shall extend to any amendments which may be made to those Ordinances and Codes during the term of this Agreement.

33.11. Execution in Counterparts. This Agreement and any other document necessary for the consummation of the transaction contemplated by this Agreement may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associated with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered that had been signed using a handwritten signature. All parties to this Agreement: (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

#### **Section 34.0 Other Requirements and Provisions.**

34.1 Civil Rights – General; Civil Rights – Title VI Assurances - 49 CFR § 21.7 (a)(1); 49 CFR Part 21 Appendix C (b); and as amended or interpreted from time to time.

34.1.1 Civil Rights – General – 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

*This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.*



34.1.1.1 *The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.*

34.1.2 Civil Rights – Title VI Assurances – 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013. Contractor further agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination, set forth in Exhibit J, attached hereto and made a material term of this Contract, as such requirements may be amended or interpreted by the FAA or the United States Department of Transportation from time to time; specifically, the following clauses as provided in Exhibit J:

- a. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- b. Compliance with Nondiscrimination Requirements

34.1.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor's compliance with this subsection. Contractor must cooperate with LAWA throughout the review process by supplying all requested information and documentation to LAWA, making Contractor staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by LAWA.

34.1.4 Contractor agrees that it shall insert the provisions found in Subsections 34.1.1 and 34.1.2, inclusive of Exhibit J in whole, in any solicitation, subcontract, sublease, assignment, license, transfer, or permit, or other instrument, by which said Contractor grants a right or privilege to any person, firm, or corporation under this Contract.

**Section 35.0 LAWA Information Security Requirements.** Contractor shall comply with the LAWA IT Requirements attached hereto as Exhibit A-7.

**Section 36.0 Equipment Access Agreement and Equipment Use Agreement.** Contractor shall comply with the requirements of Exhibit A-1 as it relates to the Equipment Access Agreement and Equipment Use Agreement attached hereto and incorporated by reference herein as Exhibits A-9 and A-10. Contractor shall update the forms of both the Equipment Access Agreement and Equipment Use Agreement within twelve (12) months of the Effective Date of this Agreement, subject to approval as set forth in Exhibit A-1.



**SIGNATURE BLOCK**

IN WITNESS WHEREOF, City has caused this Contract to be executed by the Chief Executive Officer of its Department of Airports and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed all as of the day and year first hereinabove written.

APPROVED AS TO FORM:

**CITY OF LOS ANGELES**

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

**HYDEE FELDSTEIN SOTO**

City Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Assistant/Deputy City Attorney

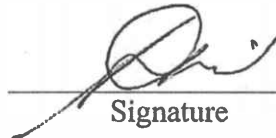


By \_\_\_\_\_  
Chief Executive Officer  
Department of Airports

By \_\_\_\_\_  
Chief Financial Officer

ATTEST:

**TOM BRADLEY  
INTERNATIONAL TERMINAL  
EQUIPMENT COMPANY**

By:  \_\_\_\_\_  
Signature (Secretary)  
 \_\_\_\_\_  
Print Name

By:  \_\_\_\_\_  
Signature  
 \_\_\_\_\_  
Print Name  
 \_\_\_\_\_  
Print Title

## Exhibit A-1

### Scope of Services

It is Los Angeles World Airport's (LAWA) intent to enter into a contract agreement with a professional, qualified, experienced, reputable, and proven company to lead, manage, and oversee the common use services (CU Services) at Tom Bradley International Terminal (TBIT), TBIT West Gates Concourse, West Remote Pad (WP, Terminal 1.5 (T1.5), and Terminal 5 (T5), Terminal 6 (T6), and any other Common Use (CU) facilities or areas designated by LAWA as CU, at the Los Angeles International Airport (LAX). The Scope of Services under this agreement may expand in the future with the inclusion of new and existing facilities as those projects are completed or approved.

LAWA's plan for the first two years of this agreement is for the Contractor to assess how things are done today, analyze the findings from the assessment, account for changes required by future expansion of CU services to new and existing facilities, and develop a strategic and phased procurement plan that will transition our CU Services from how they are done today to how they will need to be carried out in the future.

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**GENERAL MANAGEMENT AND ADMINISTRATION OF SERVICES**

The Contractor will be responsible for the overall general management and administration of services, including but not limited to, development of budgeting for CU Services, financial and performance reports, personnel and subcontractor management, security badge administration for internal staff and guidance to subcontractors, management plans, operations manuals, work schedules, standard operating procedures, quality assurance/quality control program(s), cost control and saving programs, asset management control, asset inventory, asset condition assessment, asset maintenance, asset replacement, asset commissioning, performance management and reporting, sustainability, data analysis, safety program of internal staff and subcontractors, aeronautical equipment user training program, administration of leased spaces for all subcontractors, procurement, management of the day-to-day operation, management of services and subcontractors in support of CU Services, communication with LAWA and related agencies involved with CU Services, continuous improvement, capital improvement projects, and other functions LAWA may determine. The Contractor must respond and be available immediately or as directed to urgent calls of any nature and/or last-minute immediate operational needs required by LAWA.

During the entire term of this agreement, the Contractor's services will be conducted in full accordance with all applicable standards, laws, ordinances, rules, regulations, procedures, and practices from Federal, State, City, airport, and all Exhibits and Attachments in this agreement. The contractor must also monitor and assure compliance with all aeronautical equipment safety, service, and maintenance bulletins from equipment manufacturers, the Occupational Safety and Health Administration (OSHA), Cal/OSHA, the National Institute for Occupational Safety and Health (NIOSH), the National Fire Protection Agency (NFPA), the National Safety Council (NSC), the American Society of Safety Professionals (ASSP), the American National Standards Institute (ANSI), the Air Transport Association (ATA), the International Air Transport Association (IATA), the Food and Drug Administration (FDA), the Federal Aviation Administration (FAA), and any other pertinent agency governing the services under this Scope of Services.

Staffing levels will be in accordance with the Contractor's Cost Proposal, outlined in Exhibit A-8, and must be adequate to meet minimum staffing and service levels including additional or specialized services requested by LAWA. The Contractor will provide experienced, qualified, well-trained service staff, licensed and or certified as required and outlined in the Scope of Services, or as necessary to adequately perform the tasks specified herein. LAWA reserves the right to request, in writing, of the Contractor, removal of any of the Contractors or subcontractors' staff, should the employee's behavior, appearance, and professional, ethical, credential or licensing etc., not meet those reasonable and legal requirements of LAWA. All employees must pass a comprehensive background check in accordance with all LAWA badging requirements and maintain and follow throughout the term of this agreement, all LAWA's badging office requirements, rules, regulations and policies, both current and future.

The Contractor will pay wages and, if applicable, comply with the Living Wage and Service Worker Retention Ordinances as outlined in Exhibit E. Please refer to the following link for more information <https://www.lawa.org/lawa-businesses/lawa-administrative-requirements/living-wage-and-service-worker-retention-ordinances#:~:text=On%20September%209%2C%202009%2C%20the%20Los%20Angeles>

[s%20City,new%20Ordinance%20became%20effective%20on%20January%2017%2C%202010.](#)

## REQUIRED ONSITE STAFFING AND EXPERTISE FOR AERONAUTICAL EQUIPMENT

### A. Contractor Senior Leadership and Administration of Services (Administration Staff)

The Contractor shall have a General Manager (GM) to serve as the primary representative with overall responsibility for the provision of all services that the Contractor has agreed to deliver, and will represent LAWA in a unified, cooperative, and effective manner with airlines, government agencies, and airport stakeholders acting on LAWA's best interest for the purpose of ensuring the efficient use of facilities, minimize service interruptions, maximize life expectancy of airport's assets, and above all, ensure the safety of all who travel, work, or visit the airport. The GM will lead, manage, and oversee financial and service performance, internal staffing, Standard Operating Procedures (SOP), aeronautical equipment assessment, routine and ad hoc reporting, quality/assurance program, subcontractor procurement and contract compliance, safety plan, and a robust aeronautical equipment user training and compliance program. The user training program must require initial user training, exam, and certification process with annual recurring recertification. The user training program must be continuously updated to incorporate any equipment changes, maintenance service bulletins, and safety mandates, and must be presented to LAWA bi-annually subject to LAWA approval. The GM will also serve as the primary liaison between the Contractor and LAWA, local and federal agency representatives, airlines, and other industry entities related with CU Services, and will attend required meetings and conferences as required by the LAWA Contract Administrator or designee. The GM will have an adequate administration team as determined and proposed by the Contractor in their RFP response to meet all contractual obligations, requirements, deliverables, and performance goals.

### B. Management of Day-to-Day Operations (Operational Staff)

The Contractor will have dedicated management staff for each terminal in which CU services are provided. Management staff shall include a Terminal Manager that will have overall responsibility for the assigned terminal and will manage all aspects of the assigned subcontractors including Key Performance Indicators (KPI) and Service Level Agreements (SLA). The Terminal Manager should be supported by a team of Duty Managers who will provide shift coverage during all operational hours required by the common use terminal. Each Terminal Manager will have sufficient Duty Manager coverage to provide oversight during all operational hours. The specific terminal management teams are to direct and hold accountable the subcontractors for all services provided within each terminal. The Duty Managers will report to the Terminal Manager, and the Terminal Manager will report to the GM. The Terminal Manager and assigned Duty Managers will also be responsible for mitigating, managing, and coordinating unplanned aeronautical equipment, service, and utility outages per established contingency plans with LAWA Operations and Maintenance, airlines, LAWA Airport Police Division, Customs and Border Protection (CBP), Transportation Security Administration (TSA), and any other affected agency or stakeholders while keeping LAWA's Airport Response

Coordination Center (ARCC) and Contractor's Manager on Duty (MOD) for CU Services updated at all times. Contingency plans may need to be modified regularly depending on many different circumstances and it will be the responsibility of the Terminal Manager to maintain current plans in coordination with LAWA Operations, LAWA Maintenance, airlines, and key stakeholders.

C. Dispatch/Gating Center (Operational Staff)

The Contractor must consolidate the current T5 Gating Center and T1.5 Dispatch Center into one operations center operating 24 hours per day / 7 days per week to act as the central hub for CU services within the first 180 days of the new agreement.

1) T1.5 Dispatch Center: The current T1.5 dispatch center was established September 2022 with the goal to create a centralized location for all CU Services operations. Prior to the dispatch center each terminal had a dedicated hot line number, with calls answered by a mobile duty manager, which airlines, stakeholders, and LAWA used to manage day-to-day operations, for problem resolution, or for status updates. This process was appropriate to enable smooth non-peak operations, but inefficient for mitigating service or equipment outages hence the need to establish a formal dispatch call center. The T1.5 dispatch center operates 24 hours per day / 7 days per week and responsibilities include, but are not limited to:

- Receiving calls from airport stakeholders and opening a service request ticket when appropriate
- Monitoring aeronautical equipment availability status systems, like Baggage Handling Systems (BHS), Passenger Boarding Bridges (PBB), closed circuit television camera systems (CCTV), and Visual Docking Guidance System (VDGS) for operational awareness, and obtaining status updates from subcontractors for equipment outages
- Maintaining a service call database tool/system for tracking issues and monitoring timely resolution of open tickets
- Managing internal/external schedules for staff and services
- Providing real time communication updates to affected airport community and LAWA staff during emergencies, equipment/service outages, and as required by LAWA

2) T5/T6 Gating Center: The current T5/T6 gating center serves as the nerve center for terminal 5 and terminal 6 CU operations and coordinates the operation and flight activity with LAWA, airlines, ground handlers, TSA, and all stakeholders. The T5/T6 gating center operates 24 hours per day / 7 days per week and responsibilities include, but are not limited to:

- Validating flight schedule information in the Resource Management System (RMS) is aligned with available gate resources
- Coordinating aircraft parking for day of operations and remain overnight (RON)
- Publishing a 90-day out flight baseline schedule per the airport gate assignment protocols



- Identifying and resolving potential off-schedule operations or gate conflicts prior to live operations
- Analyzing, forecasting, predicting, and introducing gate plans for maximum resource efficiency
- Responding quickly and professionally to airline needs and changes, while simultaneously ensuring the most effective use of contact gates to minimize remote flight operations
- Following all applicable LAWA Airport Operations Plan (AOP) procedures, airport regulations, airport/tenant/internal standard operating procedures (SOP), ARCC bulletins, memorandums of understanding, and current airport gate assignment protocols established by LAWA
- Maintaining direct communications with LAWA ARCC Gate Coordinators and airline operations where applicable
- Communicating and coordinating efforts effectively between airline operations, ground handlers, air maintenance operators, aircraft ground operators, and other ramp activities that may affect aircraft operations
- Managing all phases of gate assignments during normal or irregular operations, and as required by airport gate assignment protocols
- Processing all required documents and reports including gate assignment logs, incident reports, equipment status reports, work schedule logs, and service level monitoring and reporting
- Continuously monitoring and maintaining all Electronic Visual Information Display Systems (EVIDS) information as required through the RMS, in coordination with the ARCC
- And other related duties as directed by LAWA

D. Airport Response Coordination Center (ARCC) Manager on Duty (MOD) for CU Services (Operational Staff)

The Contractor must staff the ARCC with a MOD during all hours of operation that has overall responsibility of the day-to-day operation with the terminal assigned duty manager staff on duty reporting to this position during the operational day. The MOD will serve as the main communication channel for seamless flow of real time information to LAWA ARCC staff and other agencies including the Transportation Security Administration (TSA), United States Customs and Border Protection (CPB), and Airport Police (APD) to assure the safe and efficient operation and deliver of CU services. The MOD position will be required to collaborate with LAWA's ARCC Duty Manager. The MOD will be expected to, but not limited to, provide information to the ARCC Duty Manager to maintain localized, up-to-date equipment and service status updates, provide real time reporting and situational awareness of pertinent mitigating issues, prepare shift and status reports, coordinate, communicate, and monitor response to emergency situations or equipment and service outages, and complete any task required by the LAWA ARCC Duty Manager. The MOD must also monitor and track all airline incidents in common use terminals reported to the ARCC and work with LAWA staff to assure incidents are resolved promptly. The MOD will also be responsible for communicating with the reporting airline from the beginning through completion of an incident.

#### E. Management and Oversight of Aeronautical Equipment (Equipment Staff)

The Contractor must assemble a team that has the required expertise to manage the total life cycle of aeronautical equipment in the airport environment. LAWA's vision is to have dedicated staff (Equipment Staff) that solely focuses on the health, performance, reliability, compliance, functionality, and adequacy of the LAWA-owned equipment. The Equipment Staff will be responsible for managing the Operations & Maintenance (O&M) subcontractors, any technology goals and initiatives, equipment performance committees, equipment assessment, asset life cycle monitoring, capital improvement projects, items outlined in the Aeronautical Equipment section of this Scope of Services, and any other requirement or effort directed by LAWA. The selected staff for this team may not be part of the Operational or Administration Staff but may work together to resolve operational and emergency mitigating circumstances. The staff proposed for this team should possess senior-level airline and/or airport experience, must have experience administering occupational safety and health (OSH) programs, and must understand the requirements and scope of the day-to-day operation. In addition, the selected staff must also have the maintenance aptitude to guide O&M subcontractors with maintenance responsibilities, spare parts inventory adequacy and control, rapid response to emergency repair requirements, preventive maintenance programs, equipment monitoring, diagnostics, and reporting for all aeronautical equipment. This team will be expected to work with LAWA Maintenance and LAWA Operations to help mitigate issues such as power outages, fire system alarms, electrical panel faults, coordination of utility shutdowns, and any other requirements to improve aeronautical system reliability and performance. In addition, the Equipment Staff must include at a minimum one (1) Subject Matter Expert (SME) with expertise for each category below:

- 1) PBB and Related Systems O&M Oversight: The Contractor must include a dedicated PBB and related systems O&M Oversight Team, that will not be a part of the day-to-day operational coverage, with proven experience in PBBs and related equipment, Preconditioned Air Systems (PCA), Ground Power (400 Hz) Systems, Potable Water Cabinet maintenance and water quality testing, Dual Port Charging Stations, Visual Docking Guidance System (VDGS), fuel pipeline hydrant system, project management, installation, refurbishment, component replacement, and other types of related aeronautical equipment to lead and oversee all PBB and related systems subcontractors and services across all common use terminals. This team will be tasked with leading all PBB operational, maintenance, training, compliance, safety, projects, and other efforts assigned by LAWA to improve the PBB and related systems operation.
- 2) Baggage Handling System (BHS) O&M Oversight: The Contractor team must also include a dedicated Baggage System O&M Oversight Team, that will not be part of day-to-day operational coverage, with proven experience in conventional conveyor baggage systems, individual carrier systems (ICS), understanding all types of airport/airline/baggage system message communication requirements, project management, installation, refurbishment, replacement, and upper/lower-level controls to lead and oversee all baggage system related subcontractors and services across all common use terminals. This team will be tasked with leading all BHS operational, maintenance, training, compliance, safety, projects, and other efforts assigned by LAWA to improve the baggage delivery operation.

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**LEASED SPACE AND ASSET MANAGEMENT****A. Contractor and Subcontractor Leased Space**

The Contractor shall determine the leased space that is reasonably necessary for the Contractor and subcontractors to fulfil the obligations of this Scope of Services and shall submit an annual leased space plan to the LAWA Contract Administrator during the annual budget process for approval. The Contractor may request additional leased space for a subcontractor or CU Service if a need arises with proper justification subject to LAWA approval. The leased space approved under the Contractor's annual leased space plan shall only be for services directly paid for by LAWA and included in the Scope of Services. The Contractor shall have ultimate responsibility over the leased space the Contractor and subcontractor staff utilize under the Contractor's annual leased space plan. The Contractor and subcontractors will maintain at its expense, a communications area bulletin board or display board for the communication of the Contractor and subcontractor's business, employees, and other communications including those mandated by law. The Contractor and subcontractors shall be responsible to maintain the leased space clean, neat, orderly, and in a safe condition and appearance. LAWA reserves the right to inspect at will any leased space in the Contractor's annual leased space plan. No significant improvements or modifications can be made to the space without prior LAWA approval.

**B. Asset Management**

The Contractor must develop an asset management system for all assets purchased and owned by LAWA. The Contractor's asset management system shall include comprehensive registry of assets and shall record the following data about each asset including, but not limited to, the following:

- Unique identification
- Description
- Location
- Condition
- Manufacturer
- Original installation or purchase date
- Design life
- Acquisition cost
- Warranty information
- Legacy name
- And other related attributes and characteristics that describe the asset (e.g., model, size, capacity, etc.)

The asset registry shall be a working document that is actively being accessed, modified, and audited on a monthly basis. The following types of assets shall be included in the asset registry, but not limited to, furniture, computer, monitors, servers, switches, tools, equipment, radios, and system parts inventory. The Contractor shall provide LAWA with access to the asset management system. LAWA shall, without any obligation to do so, at any reasonable time and as often as it considers necessary, audit the asset management system. The asset management system shall be compatible and able to interphase with LAWA's



Maximo Computerized Maintenance Management System (CMMS). LAWA shall reserve the right to require the Contractor and Subcontractors to utilize maintenance and asset management tools such as Maximo and Service Now.

## **BUDGET, INVOICING, RECORDS AND AUDITS**

### **A. Annual Budget**

LAWA operates on a fiscal year basis beginning July 1 of each year and ending on June 30 of the following year. The Contractor will submit to LAWA an annual draft budget no later than January 1 of each year for the following fiscal year beginning July 1. The draft budget will be reviewed by LAWA, and the Contractor may be required to modify the budget until LAWA is satisfied with the budget plan. The Contractor will be required to present and justify the budget in various formats to different LAWA Divisions capturing different CU Service components depending on the requirements for each LAWA Division and LAWA's budget process. The annual budget for the performance of these services is subject to LAWA's approval, within the contractual terms established by the Board of Airport Commissioners.

### **B. Invoicing Requirements**

The Contractor must submit to LAWA a request for payment on a monthly basis for CU Services rendered and expenses incurred in conformance of the obligations of the Scope of Services and requirements outlined in Exhibit A-3. The Contractor shall attach to each payment request the details specifying the CU Services completed, labor hours completed by personnel, the total monthly fees incurred, and the cumulative total of all costs. LAWA will pay the Contractor on either a time-and-material basis or on a lump sum basis in accordance with the terms of the Contractor's approved subcontractual agreements. In addition, the Contractor must submit all supporting documentation/backup for both Contractor and its subcontractors, including but not limited to: subcontractor invoices with all supporting backup, employee time sheets, part purchase invoice and shipment receipt logs, and proof of payment to subcontractors. All requests for payments shall be certified by a duly authorized officer of the Contractor. Payments for monthly invoices will not be made until the Contractor submits and complies with all invoicing requirements.

### **C. Auditing and Records**

For the purpose of determining performance in any year, the Contractor shall have a nationally recognized independent accounting firm audit its accounts annually and such audited financial statements shall be issued on or before October 31 of the subsequent year, in accordance with generally accepted accounting principles. Upon issuance, the Contractor shall provide such audited financial statement to the LAWA Contract Administrator or designee. The Contractor must also comply with Section 6 of this agreement.

**D. Non-Labor Reimbursable Expenses (Indirect Expenses as defined in Exhibit A-3)**

LAWA will reimburse the Contractor for approved non-labor indirect expenses (Indirect Expenses) directly related to the management and oversight of the CU Services as outlined herein. The Contractor will be paid for Indirect expenses for each month as proposed and outlined in the Scope of Services and in Exhibit A-3. Indirect Expenses for each subsequent 12-month period will be established using an annual budget and prior year reconciliation process, where the Contractor will submit, to the LAWA Contract Administrator or designee, a draft budget 180 days ahead of the end of the Contract year that will be reviewed by LAWA, further modified by the Contractor to address any comments, and approved by LAWA. In addition, the actual Indirect Expenses for the First contract year and subsequent years, will be reconciled to the budget by LAWA, and variances will be corrected by adjusting the following year's Indirect Expense amount.

**SUBCONTRACTOR AND SUPPLIER VISION, STRATEGY, AND PROCUREMENT GUIDELINES**

The Contractor is expected to assume contractual responsibility and manage the existing 32 active subcontractors while simultaneously engaging in an analysis of the services provided by the subcontractors. LAWA expects the contractor to conduct a full analysis of the existing subcontractors, account for any expansion of CU services in both new and existing facilities and develop a strategic procurement plan within the first two years of the new agreement. The full analysis and thorough review of all the CU Services (Subcontract Assessment) shall include, but not limited to, the current Scope of Services of all CU Services, contractual/operational structure, level of service, equipment performance, and total expenses. Upon completion of the Subcontract Assessment within the first 12 months of the new agreement, the Contractor will be expected to develop and present a CU Services Restructure Plan (Restructure Plan) that includes the Contractor's Inclusivity Plan and compliance with LAWA's mandatory minimum required Business Enterprise (BE) program participation percentage requirement under this agreement and shall be completed and fully transitioned within the first two contractual (2) years with prior LAWA approval. LAWA will rely on the Contractor's expertise to lead, guide, manage and oversee transitioning the CU Services from how they are operating today, into how LAWA will need to operate the CU Services successfully in the future accounting for added passenger demand, facility expansion, and improved level of service performance while assuring the best overall value for LAWA.

**A. Subcontract Assessment**

The Contractor shall work closely with LAWA to complete the Subcontract Assessment within the first 12 contractual months. The Subcontract Assessment must highlight overall strengths and weaknesses of the performance/delivery of the CU Services, contract/operational structure effectiveness, scope of work adequacy, equipment performance and availability, spending performance, and satisfaction of LAWA's airlines, stakeholders, and traveling guests. The Contractor shall use the Subcontractor Assessment, the additional scope of work from new and existing facilities or services, and any other requirements or guidelines stipulated by LAWA in this agreement and after contract inception to develop the Restructure Plan.

## B. Restructure Plan

The Contractor shall develop a comprehensive Restructure Plan within the first 12 months of this agreement. The Restructure Plan must include a summary of the Subcontract Assessment, opportunities for improvement, any proposed changes from the current contract/operating structure, redefined scope of works for each CU service, a transition/procurement timeline, and clearly defined objectives, deliverables, and performance based on desired outcomes that the Contractor will assure and commit to deliver to improve the guest experience, enhance the performance of the aeronautical equipment and services, provide the best overall value for LAWA, and meet the reliability and projected increase demand required of a World Class Airport with the expansion of the CU services to new and existing facilities.

The Contractor shall present the proposed Restructure Plan to the LAWA Contract Administrator or designee and LAWA Management staff, and upon prior approval from the LAWA Contract administrator or designee, must lead, guide, manage, plan, phase, coordinate, transition, and successfully implement the Restructure Plan within the first 24 contractual months. The Contractor will be required to comply with LAWA's mandatory minimum required BE program participation percentages, as outlined in Section 14 of this agreement, and shall also be responsible for determining the BE program certification status of its subcontractors and maintain a Contractor BE Utilization Plan updated at all times through the entire term of the new contract.

## C. Procurement Process

All procurements for subcontractors and suppliers (Subcontractors) shall be the sole responsibility of the Contractor and in accordance with LAWA's guidelines and in compliance with all applicable local, state, and federal regulations, via a competitive procurement process in which all elements of scope, staffing, pricing, compliance, performance, and management will be evaluated. The Contractor has overall responsibility for the oversight and management of all such subcontracted service providers and will govern all elements of contract execution including the operational and financial performance of each subcontractor. The Contractor recognizes and accepts that the Subcontractor selection procedures specified herein are intended to promote a fair, reasonable, competitive, and open procurement solicitation. As such, all procurement of CU Services shall be based upon competitive solicitations awarded to the responsive and responsible proposer that is most advantageous to LAWA and presents the overall best value. Any change in subcontractors or suppliers shall not require an amendment to this agreement. All such contracts with subcontractors and suppliers shall contain provisions making them assignable directly to LAWA or LAWA's CU Services Contractor.

- 1) The Contractor shall develop the scope of work, evaluation criteria, and all components necessary for the Request For Proposal (RFP) solicitation and submit it to the LAWA Contract Administrator or designee for review and approval. The Contractor may only release the RFP with prior written approval by the LAWA Contract Administrator or designee.

- 2) The LAWA Contractor Administrator or designee, at its sole discretion, will approve the procurement evaluation committee for each procurement solicitation. The evaluation committee shall have a minimum of three (3), up to a maximum of seven (7) voting participants, comprised of LAWA Staff, LAWA Governance Committee Members, and subject matter experts, and up to three (3) non-voting participants as determined by the LAWA Contract Administrator or designee. LAWA reserves the right to choose to participate and hold the voting majority/minority in evaluation committees for each procurement.
- 3) Once the procurement scope of work is approved by the LAWA Contract Administrator or designee, the Contractor shall develop a list of possible Subcontractors, preferably from local small businesses outlined in Section 14 of this agreement, to publicly solicit proposals. The Contractor shall conduct an outreach effort to attract broad interest among qualified Subcontractors. It shall be the responsibility of the Contractor to contact potential Subcontractors to develop a sufficient pool of proposals.
- 4) The Contractor shall make its best effort to secure the commitment to submit a proposal on each procurement from a minimum of three (3) proposers. In the event that the Contractor obtains fewer than three (3) proposals, it shall provide the Contract Administrator or designee with a written description of its efforts to obtain a sufficient pool of proposers and justification to proceed to award the bid with fewer than three (3) proposals.
- 5) Upon receipt of the proposals:
  - a) The Contractor shall record all proposals received and compile them in a report format that allows for a fair and impartial comparison of each proposal for review by the evaluation panel. The report shall also indicate all proposals received and include a thorough but succinct summary for each bid organized in the categories of the evaluation criteria of the procurement.
  - b) The Contractor and evaluation committee shall analyze and review the proposal results for responsiveness, responsibility, and compliance with bid specifications.
  - c) "Responsive" is defined as a proposer that has submitted a complete proposal that is substantially in compliance with all submittal requirements of the RFP.
  - d) "Responsibility" is defined as a proposer who has the quality, fitness, capacity, and experience to satisfactorily provide the scope of work in the procurement.
  - e) All non-responsive and non-responsible proposals shall be rejected, and the reasons therefore shall be documented and provided to the LAWA Contract Administrator or designee.
- 6) Awards shall be made to the responsive and responsible proposer that is most advantageous to LAWA. The Contractor will notify the LAWA Contract Administrator or designee in writing of the selected proposer, and the notification

shall include a summary of the solicitation, expected cost and impacts, contract term, effective date of the new contract, and the name of the incumbent Subcontractor that the proposed new Subcontractor will be replacing (if appropriate), prior to awarding any bid. LAWA reserves the right to reject any bid from any proposer for any procurement in its sole and absolute discretion.

- 7) Before making the award to the new, selected Subcontractor, the Contractor shall obtain a letter of concurrence from the LAWA Contract Administrator or designee, concurring that the Contractor has followed the procurement procedure and may award the subcontract.
- 8) All contract agreements for CU Services shall be between the Contractor and the selected Subcontractor. A copy of every such contract agreement shall be furnished to the LAWA Contract Administrator or designee at least five (5) calendar days prior to execution of any such contract agreement by the Contractor. All contract agreements shall follow LAWA's guidelines and include all administration requirements, exhibits, attachments, and any other term and conditions directed and approved by the LAWA Contract Administrator or designee.

#### D. Other Subcontractors and Supplier Procurement Requirements

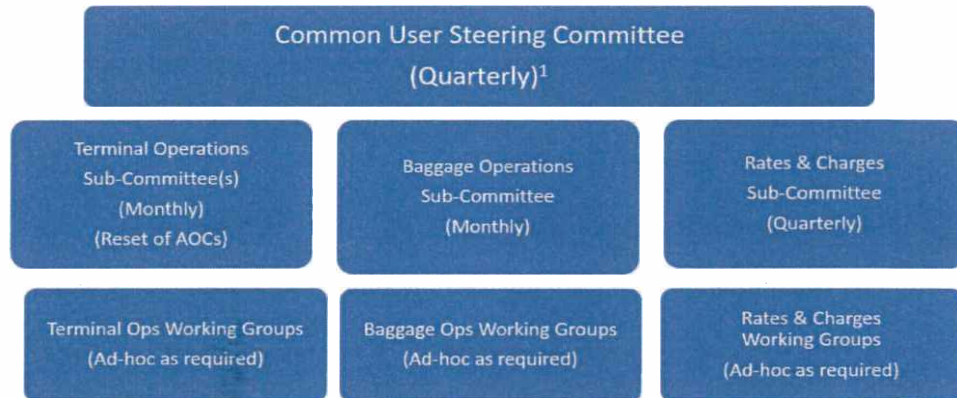
- 1) The Contractor will request approval from the LAWA Contract Administrator or designee in writing of any amendment, revision, and extension to any subcontractor agreement, and will only revise such agreement once Contractor receives LAWA's approval.
- 2) The contractor will be responsible for ensuring that all Subcontractors comply with any and all applicable administrative requirements as stated in the CU Service Agreement between the Contractor and LAWA.

### LAWA GOVERNANCE

LAWA has a common use governance structure in place, illustrated below, for the purpose of addressing and mitigating any issues of concern from airport airlines and stakeholders on matters pertaining to airport operations, facility and aeronautical equipment maintenance, improvements, construction projects, equipment and subcontractor performance, safety, and any other airport activity affecting flight operations. The LAWA Governance Committee Membership is comprised of a combination of LAWA Management Staff, airline management, key stakeholders, and subject matter experts with the sole mission of ensuring CU Services meet the level of service desired for our traveling guests. The Contractor will be expected to provide a detailed suite of reports appropriately tailored for the meetings' audiences and focus area. In addition, the Contractor will be required to work with its subcontractors to chair, present, inform, update, or report on key initiatives, developments, status, progress, equipment and service outages, and any other request made by LAWA for all LAWA Governance structure meetings.



## LAWA COMMON USE CONSULTATIVE GOVERNANCE STRUCTURE



### A. The Common Use Steering Committee

The Common Use Steering Committee is the lead strategic body for LAWA, airlines and stakeholders who use common use facilities and equipment. There are currently three (3) sub-committees that report up to the Common Use Steering Committee and the Contractor will be required to produce executive level performance reports for all CU Services, including but not limited to, financial, service performance, equipment reliability, contractual KPIs, safety, quality assurance/quality control program, asset replacement, any issues of concern not addressed at the sub-committees, and any other request made by LAWA.

### B. The Terminal Operations Sub-Committees (TOSC)

The TOSCs are the consultative and informative monthly meetings held for each common use terminal between LAWA, airlines, and terminal stakeholders for the purpose of informing and updating on all relevant airport activity affecting the common use terminal. The Contractor will be required to provide monthly service and financial performance reports for the services at each common use terminal, and will also be responsible to lead, coordinate, and be the main communication channel for all terminal operations in conjunction with LAWA Operations staff. The Contractor will be expected to foster a harmonious operating environment and working relationship with all common use facility operators to drive improved performance of all CU Services.

### C. The Baggage Operations Sub-Committee (BOSC)

The BOSC is the body that oversees all baggage related operations, equipment, and services at all common use terminals. The Contractor will be required to report and present monthly reports of the baggage system performance at each common use terminal including the BHS and its sub-sections, ICS, over and odd size, connecting, bag scanning, Brock Smart Suite Enterprise, system up/down time, mis-tracking, missing, lost, and any other relevant baggage performance metrics.

#### D. The Rates and Charges Sub-Committee

The Rates and Charges Sub-Committee provides transparent management of the charges made to airlines for all supplied services in common use facilities. The Contractor will be required to report on the financial performance by contract, including the budget and expenditures with required back up information including justification and LAWA approval.

#### E. Other Meeting Requirements

- 1) **Contractual Performance:** The LAWA Contract Administrator or designee and the Contractor will engage in a framework of contractual performance reviews (frequency to be defined) at which the service provider will report to LAWA on the administrative, operational, technical, and financial performance for each common use service and subcontract including a comprehensive continuous improvement program which identifies opportunities for improvement. The Contractor will be expected to develop and maintain a comprehensive issue tracker for LAWA to review.
- 2) **Operational and Coordination Meetings:** The Contractor will be required to establish a series of meetings, at a frequency to be agreed, as well as ad hoc meetings between the Contractor, sub-contractors, and relevant LAWA staff to review, discuss, mitigate, and report on day-to-day issues such as maintenance, fault resolution, SOPs, service and equipment outage mitigation, service coordination, and any other mitigating circumstance that requires discussion or coordination.

### **CONTRACT KEY PERFORMANCE INDICATOR (KPI) PERFORMANCE, MANAGEMENT, AND REPORTS**

The Contractor shall provide LAWA a suite of reports against all contractual KPIs tailored for specific meeting requirements, routine contract management, audience, and as requested by LAWA. The KPIs shall align with LAWA's mission and core values for sustaining safe and high-performing facilities and services for maximizing guest experience. The final agreed set of KPIs will be defined by the Contractor and approved by LAWA including the defined targets for each KPI. The specific numerical targets against each KPI will be agreed upon and included in the new subcontractor agreements. The Contractor will be measured against all agreed contractual KPI targets and shall be responsible for ensuring Subcontractors meet respective KPI targets and all subcontractual obligations. Any performance failure from a Subcontractor will be considered a failure of the Contractor. The agreed KPI targets shall be reviewed periodically and are subject to change. LAWA reserves the right to increase or reduce KPI targets at its own discretion. The Contractor must develop a comprehensive performance management element for each KPI including corrective action plans and financial penalties for failure to deliver performance at or above the agreed target level over a specified time period.

KPIs will be required for all CU Services measuring subcontractor performance, system/service performance, impact to guest experience, compliance/regulatory, and financial. All KPI reports must contain both the detailed results against each KPI and an



executive summary for each CU Service. The KPI reporting structure must be developed to give clear reporting against the contractual KPIs in 4 main sections:

A. System and Equipment Maintenance

The KPIs for system and equipment maintenance must include all elements of a full cycle maintenance program including but not limited to:

- Preventive maintenance work order completion
- Reactive maintenance work order completion
- Fault response times for all categories of work orders
- Fault resolution times for all categories of work orders
- Quality control audit results for an agreed percentage of all maintenance activities
- Regulatory compliance when applicable

B. System Performance, Reliability, and Safety

The KPIs and quality control audits for system performance, reliability, and safety must include all elements of the Contractors performance and safety management programs including but not limited to:

- System availability including percent of downtime during operating hours categorized by planned and unplanned
- BHS
  - ✓ Sortation accuracy
  - ✓ Automatic tag reader read rates
  - ✓ Bag tracking
  - ✓ Jams categorized by type and airline
  - ✓ System throughput time at a system, line, and machine level versus designed parameters
  - ✓ Bags processed at a system, line, and machine level
  - ✓ Missed bags
  - ✓ Security screening equipment availability and performance for Check Baggage Inspection Systems (CBIS) including Computer Tomography X-Ray machines (CTX) and Checked Baggage Resolution Areas (CBRA)
- PBB and related equipment
  - ✓ PBB availability
  - ✓ PBB utilization
  - ✓ Number of trouble and incident calls by PBB categorized by type, fault, and airline
  - ✓ PCA, and 400 Hz performance versus designed parameters; for example, PCA airflow measured in Cubic Feet per Minute (CFM): Optimal \_\_\_\_\_ CFM; Actual \_\_\_\_\_ CFM; Variance \_\_\_\_\_ CFM
  - ✓ PWC water quality testing compliance
  - ✓ PWC backflow certification compliance
  - ✓ VDGS calibration and capture rate
- Fuel Pipeline Hydrant System
  - ✓ Daily fuel pit and Emergency Fuel Shutoff (EFS) inspection compliance
  - ✓ Monthly isolation valve, control vaults, hydrant valve assembly, and low and high point drain inspection/drain completion

- ✓ Monthly D1655 fuel quality testing
- ✓ Annual cathodic protection testing and compliance
- Safety
  - ✓ Injury incidents for Contractor and subcontractors
  - ✓ Injury rates
  - ✓ Lost time for Contractor and subcontractors
  - ✓ Near misses

#### C. Guest Experience and Terminal Overall Performance

LAWA's vision is not only to measure KPIs directly related to a subcontractor, but to also measure how each common use terminal is overall performing to maximize and deliver the best possible service to our airlines, stakeholders, and traveling guests. The following are an initial set of terminal performance measuring elements but not limited to:

- Flight on-time arrival and departure performance for airlines assigned to a common use terminal
- Flight delays and cancellations
- Flight impact from service or equipment outages
- Baggage mishandled performance for arriving and departing bags
- Passenger wait times for checkpoints and ADA services
- Passenger ADA service complaints
- LAWLA, Contractor, and subcontractor guests experience survey scores
- Quality Assurance/Quality Control inspection results for all CU Services

#### D. Financial Performance

Financial performance KPIs must be comprehensive and should directly measure monthly and annual costs by subcontractor, service, asset/system, and terminal. The Contractor must include variance explanation and their rectification plan for any unplanned expenditure. The following are an initial set of financial performance measuring elements but not limited to:

- CU Services monthly spending performance Budget versus Actual
- Asset/System total cost of operation
- Service total cost of operation
- Total cost per passenger processed at each common use terminal
- Total cost per flight processed at each common use terminal
- Total cost of baggage operation services per bag processed at each common use terminal

### SERVICES IN SUPPORT OF COMMON USE SERVICE SUB-CONTRACTORS

#### A. IT Network Maintenance, Monitoring, and Support

The Contractor must maintain the existing IT network extending from TBITEC staff offices to all sub-contractor leased spaces comprised of network switches, servers, Wi-Fi devices, internet service, voice over internet phone system (VoIP), CCTV,

network cabling and related software/support. In addition, the Contractor will be required to extend the IT network to any leased space that is added and required by the CU Services and for decommission the existing IT network in a leased space that is no longer required by the CU Services. The Contractor must comply with further IT requirements outlined in Exhibit A-7. Refer to Exhibit A-2, for total contract value and current subcontractors. Other scope of work being provided, but not limited to, include:

1) Network Security Appliance Support, Management, and Updates

- Firewall and anti-virus policy monitoring, updates, and management
- Content filter policy (allow/block web content) management
- Router management - IP range, monitor network activity, and router usage
- Analyze internal and subcontractor internet usage, flag devices if needed, restrict specific devices to internal policies
- Internet bandwidth management
- VoIP system programming, maintenance, monitoring, and updates
- Server management and maintenance (Domain controller, printer server, file server, and database server)

2) Wi-Fi System Support, Management, and Updates

- Wi-Fi usage monitoring and access control management
- Access Point and Wi-Fi controller firmware updates
- Create/Modify/Add Wi-Fi SSID (Wi-Fi signals) as needed per location complying with LAWA IT requirements
- Wireless survey monitoring across service areas

3) Switches, VLAN, and Subnet Management, and Updates

- Switch health, usage, performance, maintenance, and monitoring

4) Hardware and Software Support

- Computer operating system updates
- Software updates
- Hardware and software repair and replacement
- Computer configuration per LAWA guidelines for LAWA network systems such as CCTV and resource management systems (RMS)
- Maintain hardware inventory of all internal and subcontractor issued devices

5) Other Services

- Internal support staff user and file management
- Internal staff email and domain set up and support

B. General Contractor

The Contractor shall maintain a subcontract with a General Contractor to provide mechanical, carpentry, masonry, millwright, plumbing, concrete, and other trade

support required by subcontractors or CU Services that are not part of subcontractor agreements or fall outside their expertise.

C. Electrical General Contractor

The Contractor shall maintain a subcontract with an Electrical General Contractor (EGC) to provide electrical maintenance repair and support, network infrastructure, tenant improvement, lighting fixture replacement and upgrades, and other required support by subcontractors or CU Services that are not part of subcontractor agreements or fall outside their expertise. In addition, the EGC shall provide routine visual and preventive maintenance checks and testing on all electrical panels or subpanels where the aeronautical equipment terminates and at the last electrical panel before maintenance responsibility reverts to LAWA. The type of inspections and test to be provided include, but not limited to, infrared, megger, and low voltage testing, manufacturer recommended inspections, and any other test or inspection required by Los Angeles Department of Building and Safety (LADBS), LAWA, and other regulatory agencies.

D. Cargo Dock Receipt Facility and Delivery Services

The Contractor shall maintain a subcontract with a cargo dock receipt facility that can receive, on the public side of the airport, all supply and part shipments for all CU Services subcontractors, and that can deliver those shipments to the required secured or sterile airport locations where the shipments are needed. The cargo dock facility shall be equipped with the required equipment and dock to offload pallets from tractor trailer delivery trucks.

E. Common Use Services Radio System (Radio System)

The Contractor shall maintain a subcontract with a Radio Communications Service subcontractor to maintain, monitor, and update the Radio System. The current Radio System was installed, manufactured, and is currently being maintained by SJM Industrial Radio (SJM). The Radio System provides signal coverage at all common use terminals, facilities, and subcontractor work areas. All Contractor and subcontractors' staff shall use the Radio System to efficiently coordinate day-to-day operations and mitigate irregular operations. A base radio with access to all frequencies and subcontractor channels shall be equipped, available, and in good working order at the ARCC and at other locations requested by LAWA. The Contractor will be required to extend radio signal coverage to any facility where CU Services are expanded.

F. Ramp Area and Passenger Boarding Bridge Scrubbing and Pressure Washing

The Contractor shall maintain a subcontractor with an industrial floor scrubbing and power washing subcontractor to provide floor scrubbing and pressure washing service for PBBs, bag rooms, and at other required locations at set frequencies, to be determined by Contractor and approved by LAWA, or for ad hoc requests determined by need. The subcontractor shall comply with all applicable airport, stormwater, safety, and any other pertinent agency regulation governing this service.

#### G. Potable Water Access Service

The Contractor shall maintain a subcontractor to provide mobile potable water access service at the West Remote Pad for aircraft ground service. This common use service may be achieved through a direct subcontractor or by reimbursing airlines for potable water service costs from their ground handler with prior LAWA approval. The subcontractor and airline ground handler must comply with all applicable airport, airline, FDA, IATA, and any other pertinent agency regulation governing this service.

### AERONAUTICAL EQUIPMENT

The Contractor shall operate, manage, and maintain the Aeronautical Equipment for the benefit of all Air Carriers at the Terminals (and such other locations that contain Aeronautical Equipment) for the purposes described herein, and shall afford all Air Carriers access to the Aeronautical Equipment and CU Facilities and Services on a non-discriminatory basis, subject to non-discriminatory reasonable rules, regulations, and standard operating procedures established by the Contractor and approved by the LAWA Chief Executive Officer, LAWA Contract Administrator, or his or her designee.

#### A. Use and Access of Aeronautical Equipment

The Contractor shall require, as a condition to the use of the Aeronautical Equipment or any part of the aeronautical equipment, that Air Carriers execute either the Contractor Member Agreement or an Equipment Use Agreement, and that Handlers execute an Equipment Access Agreement with the Contractor. All agreements shall contain at least the following terms: (i) insurance requirements; (ii) indemnification of the City and LAWA; and (iii) terms of use of the aeronautical equipment, including any license, permit, or training requirements. The form of each Agreement approved by LAWA are attached hereto as Exhibit A-9 – Current Equipment Access Agreement and Exhibit A-10 – Current Equipment Use Agreement. All amendments to such Agreements shall be subject to prior approval by the LAWA Contract Administrator or designee. Any such amendments, as may be approved by LAWA from time to time shall not be construed to constitute an amendment to the Agreement. The Contractor shall remain responsible to LAWA for the quality and performance of all CU Services despite any issue with Air Carriers and Handlers (Aeronautical Equipment “Users”). Each Equipment Use and Equipment Access agreement entered between the Contractor and Users, shall contain appropriate language whereby Users, without creating any contractual obligation on the part of the City and LAWA to Users or anyone working under contract to Users, accepts and agrees to be bound by all the obligations of this Agreement, including, without limitation, those obligations pertaining to obtaining and maintaining for the benefit of the City and LAWA, the same indemnities and insurance benefits obtained for the protection of the City and LAWA by the Contractor, including an insurance certificate evidencing the City and LAWA as any additional insured. At the request of the LAWA Contract Administrator or designee, the Contractor shall provide written notice to LAWA of any default under any Equipment Use Agreement or Equipment Access Agreement.



**B. Inspection and Notification**

The Contractor shall regularly inspect and test, or caused to be regularly inspected and tested, the Aeronautical Equipment, as part of the quality assurance/quality control program, consistent with industry standards and manufacturer guidelines. In addition, the Contractor and subcontractors shall maintain logs, open to LAWA inspection at any time, if any and all repairs and maintenance performed or planned to be performed on the aeronautical equipment. The Contractor must submit on a monthly basis to the LAWA Contract Administrator an aeronautical equipment summary report of their inspections that includes, but not limited to, any findings, metrics, trends, KPIs, SLAs, and any other information deemed necessary by the Contractor.

LAWA shall, without any obligation to do so, at any reasonable time and as often as it considers necessary, inspect the aeronautical equipment. In the event LAWA identifies a maintenance or repair need, it shall give written notice to the Contractor, as outlined in Section 4 of this agreement, and the Contractor must make all reasonable accommodations to handle the repair immediately, if the situation requires, or at a reasonable period of time determined by LAWA. LAWA shall reserve the right at its sole discretion to engage directly with any of the Contractor's subcontractors at any time.

**C. Records and Reports**

The Contractor shall submit, at the direction of the LAWA Contract Administrator, maintenance records and schedules to LAWA in such form and frequency as determined by the LAWA Contract Administrator.

**D. Alterations**

LAWA may request the Contractor to make alterations, refurbishments, installations, modifications, or improvements to the aeronautical equipment throughout the term of the agreement. The Contractor shall submit in writing a proposal including a plan of work, phasing schedule, costs, and any other pertinent information for approval to the LAWA Contract Administrator. The work may be completed by the Contractor's approved Subcontractors that have rates for the type of request stipulated in the subcontract, or by selecting a subcontractor through a competitive procurement process. The Contractor must have qualified and experienced onsite staffing to project manage said requests. Once approval and formal notice to proceed has been given by the LAWA Contract Administrator or designee, the Contractor shall follow LAWA's construction approval process, found at <https://www.lawa.org/lawa-tenants-411/construction-approval-process> and the requirements as set forth in the Design and Construction Handbook (DCH) found at <https://www.lawa.org/lawa-businesses/lawa-documents-and-guidelines/lawa-design-and-construction-handbook>, as may be updated from time to time. During the equipment alteration process, the Contractor shall provide a monthly report of the alteration project that includes the installation schedule, approved and current project budgets, actual monthly expenditures, change orders, contingency fund usage, and all such supporting documentation that may be required to the LAWA Contract Administrator or Designee, LAWA Facilities Maintenance, LAWA Operations, and any other LAWA Division that requires the information.

#### E. Aeronautical Equipment Condition Assessment and Replacement Program

The Contractor shall develop and maintain a comprehensive aeronautical equipment condition assessment and replacement program (Assessment Program) that is regularly updated and monitors the physical conditions and functional performance of the aeronautical equipment. The Assessment Program shall measure, but not limited to, condition, functionality, reliability, maintenance costs, planned versus corrective maintenance costs, and equipment total life cycle costs. The objectives for the Assessment Program shall be, but not limited to, maximize asset value, extend equipment life, reduce operations and maintenance costs, mitigate risk and unplanned equipment outages, enhance the guest experience, improve equipment reliability and uptime, monitor KPIs, highlight safety issues, and establish a short/long term aeronautical equipment replacement plan/schedule. Upon the first 12 months of this agreement, the Contractor must assess the current aeronautical equipment assessment process, and must recommend and implement, with prior LAWA Contract Administrator or designee approval, a technology based path forward that can interphase with current Computerized Maintenance Management Systems (CMMS) and other similar application software maintenance databases, both from LAWA and subcontractors, that can continuously monitor, measure, and optimize the use of aeronautical equipment to better manage the equipment life cycle and plan for equipment replacement. The Contractor shall develop a presentation and present the findings to LAWA no less than once per calendar year and at LAWA's request.

#### F. Replacement of Aeronautical Equipment

If any aeronautical equipment is near or at the end of its useful life, is unrepairable, or is in such disrepair that it would be economically unreasonable to repair or repair to safe use, the Contractor must submit a proposal to replace the Aeronautical Equipment to the LAWA Contract Administrator including a plan of work, phasing schedule, costs, and any other pertinent information required for approval. The Contractor must have qualified and experienced onsite staffing to project manage said proposals. Once approval and formal notice to proceed has been given by the LAWA Contract Administrator or designee, the Contractor shall follow LAWA's construction approval process, found at <https://www.lawa.org/lawa-tenants-411/construction-approval-process> and the requirements as set forth in the Design and Construction Handbook (DCH) found at <https://www.lawa.org/lawa-businesses/lawa-documents-and-guidelines/lawa-design-and-construction-handbook>, as may be updated from time to time. During the equipment replacement process, the Contractor shall provide a monthly report of the replacement project that includes the installation schedule, approved and current project budgets, actual monthly expenditures, change orders, contingency fund usage, and all such supporting documentation that may be required to the LAWA Contract Administrator or Designee, LAWA Facilities Maintenance, LAWA Operations, and any other LAWA Division that requires the information.



**MISCELLANEOUS REQUIREMENTS****A. Hazardous and Other Regulated Substances**

The Contractor will be responsible for monitoring and ensuring compliance in the removal of all hazardous and other regulated substances that are generated in conformance with the requirements of this agreement by the Contractor and any of the subcontractors. All material will be disposed of in accordance with all applicable municipal, State, County, City, and Federal laws and regulations. LAWA Facilities Management Division will retain title to all hazardous and non-hazardous waste, including but not limited to paints, oils, ballast, lamps, cleaning solvents and other waste generated from maintenance associated with the Scope of Services. LAWA will be shown as the waste generator and will sign all waste manifests/bill of lading. Nothing contained within these Contract Documents shall be construed or interpreted as requiring the Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes. All disposal locations are subject to LAWA approval and the Contractor must provide all disposal documentation within thirty (30) calendar days of disposal. Use of LAWA's EPA Identification Number for disposal purposes must be coordinated with contract manager and all documentation such as manifests, land disposal restriction forms, and profiles must be delivered to the contract manager within thirty (30) calendar days of disposal.

**B. Change in Services**

LAWA reserves the right to direct changes in the services covered by the Scope of Services by increasing or decreasing any scheduled or unscheduled work, adding/reducing services, as well as modifying staffing levels dictated by changes in circumstances. The Contractor will promptly comply with such requirements. Any changes in the fees or cost as a result of any such modification are subject to LAWA approval and will be governed by the terms and conditions of this agreement.

**C. Other Requirements**

- 1) The Contractor will identify all necessary items, equipment, or services necessary to perform the services specified herein. LAWA may require the Contractor to purchase certain equipment and items necessary for the success of the CU Services. All purchases by the contractor shall be approved by the LAWA Contract Administrator or designee in advance and will be reimbursed according to the terms this agreement and will become the property of LAWA.
- 2) The Contractor shall pursue cost savings opportunities, including cost reductions, throughout the term of the new agreement. No action shall be taken until it is presented and approved by LAWA. The Contractor shall make every effort to ensure that CU Service staffing levels meet service level standards as well as flight and operational activity whether activity increases or decreases.
- 3) The Contractor will be responsible for the costs associated with the loss, misuse, abuse, neglect, and theft of all equipment owned by LAWA, whether caused by the Contractor or its subcontractors.

- 4) The Contractor shall maintain all equipment used for the services outlined in this agreement in an "as new" manner.
- 5) The Contractor shall develop and implement an operations and maintenance safety plan. This plan shall be subject to LAWA approval. The safety plan shall be inclusive of all operational and maintenance services and must comply with OSHA, Cal/OSHA, NIOSH, NFPA, NSC, ASSP, ANSI, ATA, IATA, FDA, FAA, and any other pertinent agency governing the services under the Scope of Services. The Contractor's and subcontractor staff must be trained in all aspects of the safety plan and the Contractor shall provide evidence thereof at the request of LAWA. The safety plan shall be updated regularly and always be kept on site.
- 6) The Contractor shall report in writing to the LAWA Contract Administrator or designee, and to the ARCC all accidents arising out of or in connection with the CU Services which result in injury or property damage (as defined by standards and code), giving full details and witness statements. In addition, if death or serious injury occurs the same shall be reported immediately to the ARCC, and LAWA Contract Administrator or designee, by telephone followed by formal written communication as described above.
- 7) The Contractor, throughout the term of this agreement, will comply with all exhibits, attachments, and Scope of Services herein.
- 8) The Contractor's performance of the CU Services shall conform to the highest level of industry standards, performance specifications, service level agreement, or other standards for the performance of similar services as set forth by LAWA.
- 9) The Contractor will be obligated to participate in any process or initiative set forth by LAWA to coordinate with common use airlines, stakeholders, and LAWA on the operation and maintenance of aeronautical equipment on the premises and the Contractor's performance of the CU Services.
- 10) The Contractor shall conform to all policies, rules, regulations, and programs in effect at the commencement of the new agreement or thereafter promulgated by LAWA. The Contractor must familiarize itself with such policies, rules, regulations, and programs and make certain that all subcontractors are aware and comply with such policies, rules, regulations, and programs.

## EXHIBIT A-2

### Summary of Services, Subcontractors, and Annual Budget by Type of Service

#### Overview

This exhibit begins with a summary of the Services the Contractor shall provide through its employees or through approved subcontractors on behalf of Los Angeles World Airports (LAWA) pursuant to this agreement.

This exhibit is intended to be a summary of the scope of work and approved budget for the existing subcontractors. All work performed must adhere to the standards of those contracts and the terms of this agreement. The Contractor shall be and remain solely responsible to LAWA for the quality and performance of all subcontractors' services covered herein. Any change in subcontractors, suppliers, reassignment of scope of work, or modification of the scope of work to quickly align and adapt to the demanding operational airport environment shall not be construed as an amendment to this agreement.

#### Summary of Services and Approved Annual Budget

| SERVICE                         | SERVICE PROVIDER | CATEGORY TYPE         | TERMINAL                              | ANNUAL BUDGET |
|---------------------------------|------------------|-----------------------|---------------------------------------|---------------|
| BHS and PBB O&M Services        | Vanderlande      | Equipment Maintenance | TBIT, TBIT WG, & Remote Gates         | \$20,149,074  |
| ADA & Courtesy Shuttle Services | ATM              | Service               | T1.5 & TBIT WG                        | \$7,888,354   |
| Janitorial                      | C&W              | Service               | TBIT, TBIT WG, T5, T6, & Remote Gates | \$8,890,645   |
| Baggage Transfer Services       | ATM              | Service               | T1.5, T2, TBIT, & TBIT WG             | \$5,305,606   |
| Management Services             | ASG              | Service               | ALL                                   | \$4,361,342   |
| Baggage & Tub Mgmt Services     | G2 Secure Staff  | Service               | T1.5, T2, T5, & T6                    | \$4,080,533   |
| Baggage & Tub Mgmt Services     | CALOP            | Service               | TBIT & TBIT WG                        | \$4,040,345   |
| BHS and PBB O&M Services        | JBT              | Equipment Maintenance | T5, T6, & T6/T7 FIS                   | \$3,280,052   |
| Crowd Control / ACAMS Security  | G2 Secure Staff  | Service               | T1.5, T5, & T6                        | \$2,726,439   |
| Ticket Counter Support          | CALOP            | Service               | TBIT                                  | \$2,596,580   |

| SERVICE  | SERVICE PROVIDER     | CATEGORY TYPE         | TERMINAL                              | ANNUAL BUDGET |
|--|----------------------|-----------------------|---------------------------------------|---------------|
| Bus Gate Staffing  | G2 Secure Staff      | Service               | T1.5, T5, & T6                        | \$2,492,821   |
| Airport Employee Screening Services                        | G2 Secure Staff      | Services              | All Common Use Facilities             | \$2,315,884   |
| Bus Gate Staffing  | CALOP                | Service               | TBIT & TBIT WG                        | \$1,787,254   |
| Baggage System Support, Scanning and Reconciliation System | Brock Solutions      | Service               | ALL                                   | \$1,078,196   |
| Recheck Services   | CALOP                | Service               | TBIT & TBIT WG                        | \$411,102     |
| Misc Services and Equipment Suppliers                      | Various              | Misc                  | ALL                                   | \$360,725     |
| Hydrant Fuel Sys Maintenance                               | Menzies              | Equipment Maintenance | TBIT WG & T5                          | \$330,000     |
| Equipment Rental and Repair                                | United Rentals       | Equipment Maintenance | ALL                                   | \$283,706     |
| Potable Water Access Service                               | Menzies/WFS          | Service               | ALL                                   | \$180,000     |
| Electrical Contractor Services                             | Comet Electric       | Equipment Maintenance | ALL                                   | \$168,000     |
| General Contractor   | RCH Construction Inc | Equipment Maintenance | ALL                                   | \$160,000     |
| CU Kiosk Technical Support                                 | Materna              | Service               | T1.5                                  | \$150,000     |
| International Trash Disposal Service                       | SkyChefs             | Service               | TBIT & TBIT WG                        | \$132,000     |
| PBB/Ramp Pressure Washing                                  | Uniserve             | Service               | TBIT, TBIT WG, T5, T6, & Remote Gates | \$106,800     |
| Network IT Technical Support                               | ArcDesigns           | Service               | ALL                                   | \$105,000     |
| Potable Water Quality Testing                              | E.W. Smith           | Equipment Maintenance | TBIT, TBIT WG, T5, & Remote Gates     | \$103,980     |
| VDGS Technical Support                                     | ADB SafeGate         | Equipment Maintenance | TBIT & TBIT WG                        | \$90,144      |
| GSE Fuel Service   | Menzies              | Service               | ALL                                   | \$84,000      |
| Fire Extinguisher Services                                 | FireMaster           | Equipment Maintenance | TBIT, TBIT WG, T5, T6, & Remote Gates | \$81,600      |

| SERVICE                           | SERVICE PROVIDER     | CATEGORY TYPE         | TERMINAL                             | ANNUAL BUDGET |
|-----------------------------------|----------------------|-----------------------|--------------------------------------|---------------|
| Scale Calibration and Maintenance | ScaleFX              | Equipment Maintenance | T1.5, T2, T5, T6, & TBIT             | \$50,473      |
| Potable Water Quality Sup Testing | Michelson            | Equipment Maintenance | TBIT, TBIT WG, T5, T6 & Remote Gates | \$48,000      |
| BHS BSM IT Services               | SITA                 | Service               | T1.5                                 | \$36,000      |
| Radio System Services             | SJM Industrial Radio | Service               | ALL                                  | \$27,000      |
| HVAC Service                      | AirTech              | Service               | ALL                                  | \$23,520      |
| Cargo Dock Services               | Aero Port Services   | Service               | ALL                                  | \$7,800       |

## Summary of Services by Subcontractor

### 1) VANDERLANDE INDUSTRIES INC

| Terminals  | TBITEC Contract # | Effective date | End date     |
|--|-------------------|----------------|--------------|
| TBIT, West Gates, and West Pad   | 16-008            | May 1, 2017    | Apr 30, 2026 |
| <b>Scope Summary - O&amp;M on CBIS, PBB, BHS and related systems</b> <ul style="list-style-type: none"> <li>• Operations &amp; maintenance for TBIT and Bradley West Gates ICS and legacy baggage handling systems, including early bag storage, sort piers, bag claim carousels, oversize belts</li> <li>• Supply, maintain and operate upper level controls system and associated servers, computers, components and technical support services for baggage handling systems</li> <li>• Operations &amp; maintenance of all passenger boarding bridges at TBIT, Bradley West Gates and west remote gate locations</li> <li>• Maintain auxiliary ground power units and associated systems at all west remote hardstand gate locations</li> <li>• Maintain electric vehicle charging stations and all associated systems at TBIT and Bradley West Gates</li> <li>• Configure and maintain a CMMS system for parts and labor</li> <li>• Procure and maintain a parts inventory for all contracted equipment</li> <li>• Operations &amp; maintenance and regulatory permits of potable water cabinets</li> <li>• Maintain all common use facilities, systems, and equipment as directed and required by LAWA</li> </ul> |                   |                |              |



## 2) JBT AEROTECH CORPORATION (JBT)

| Terminals  | TBITEC Contract # | Effective date | End date       |
|--|-------------------|----------------|----------------|
| T5 and T6  | T517-001          | May 17, 2017   | April 30, 2026 |
| <b>Scope Summary - O&amp;M on CBIS, PBB, BHS and related systems</b> <ul style="list-style-type: none"> <li>• Operations &amp; maintenance for baggage handling system, sort piers, bag claim carousels, oversize belts and CBIS</li> <li>• Supply, maintain and operate upper level controls system and associated servers, computers, components and technical support services for baggage handling systems</li> <li>• Operations &amp; maintenance of all passenger boarding bridges</li> <li>• Maintain ground power units and related inverter system</li> <li>• Configure and maintain a CMMS system for parts and labor</li> <li>• Procure and maintain a parts inventory for all contracted equipment</li> <li>• Maintain chilled glycol PCA system from jetbridge distribution valve points onward</li> <li>• Operations &amp; maintenance and regulatory permits of potable water cabinets</li> <li>• Terminal 6 operations – maintain baggage carousels and assigned passenger boarding bridges as required and directed by LAWA</li> <li>• Maintain all common use facilities, systems, and equipment as directed and required by LAWA</li> </ul> |                   |                |                |

## 3) G2 SECURE STAFF, LLC.

| Terminals  | TBITEC Contract # | Effective date    | End date       |
|--|-------------------|-------------------|----------------|
| T1.5, T5, T6, and Airport Screening Services at all Terminals.   | T518-002          | September 1, 2018 | April 30, 2025 |
| <b>Scope Summary- ACAMS security, crowd control, bus gate shunt, bag porters and employee screening services</b> <ul style="list-style-type: none"> <li>• ACAMS &amp; security guard services</li> <li>• Checkpoint and lobby crowd control &amp; document checking</li> <li>• Bus gate shunting and door guard</li> <li>• Bag tub recycling</li> <li>• Lobby &amp; checkpoint stanchion set up</li> <li>• Oversize bag delivery to piers</li> <li>• Oversize bag portering and security guard for arrivals</li> <li>• Bag belt hygiene and guard</li> <li>• Employee screening and security services at various LAX common use facilities and LAX locations</li> <li>• Oversees stanchion distribution and maintenance in all terminals (including Terminal 1, 2, 3,4, 7, and 8)</li> </ul> |                   |                   |                |

#### 4) C&W SERVICES

| Terminals  | TBITEC Contract # | Effective date | End date          |
|--|-------------------|----------------|-------------------|
| All Common Use Facilities.   | 23-001            | March 1, 2023  | February 28, 2026 |
| <b>Scope Summary- Janitorial service</b> <ul style="list-style-type: none"> <li>• Trash removal and cleaning at ticket counters at T5</li> <li>• Trash removal and cleaning at gate hold rooms</li> <li>• Clean &amp; polish stainless steel on ticketing belts at T5</li> <li>• Clean NBHS and TBIT bagroom bathrooms</li> <li>• Sweep &amp; remove trash in BHS area</li> <li>• Jetbridge interior cleaning</li> <li>• Clean arrival carousels</li> <li>• Clean TBITEC's offices and leased spaces</li> <li>• Clean and maintain the Bradley West Gate baggage tunnel</li> <li>• Assist with janitorial services as required and directed by LAWA</li> </ul> |                   |                |                   |

#### 5) AIRPORT SYNERGY GROUP (ASG) – TBITEC MANAGEMENT COMPANY

| Terminals  | TBITEC Contract # | Effective date | End date       |
|--|-------------------|----------------|----------------|
| All Common Use Facilities, Systems, and Equipment  | 22-008            | May 1, 2022    | April 30, 2025 |
| <b>Scope Summary – Management an Oversight of Common Use Services at all common use facilities and for all common use systems and equipment</b> <ul style="list-style-type: none"> <li>• Control gate use assignments for common use gates in compliance with LAWA's protocol guidelines in T5 and T6</li> <li>• Manage and assign ticket counters, induction belt, sort pier and arrival belt assignments in T5</li> <li>• Manage all EVIDS displays in T5 and T6</li> <li>• Manage and coordinate tows and remote parking between T5/T6 airlines and ARCC</li> <li>• Serve as liaison and communication point between ARCC and airlines for daily equipment assignments</li> <li>• Service as liaison and communication point between ARCC and terminal leadership and airlines in event of contingencies, emergencies, and planned utility or service disruptions</li> <li>• Record operational data and manage associated reports</li> <li>• Monitor aircraft movements and verify gate assignments in Aerobahn</li> <li>• Staff 24/7/365 airline support operations center, Common Use Gating Center (located in T5), and the LAWA ARCC Common Use Services desk</li> <li>• Manager coverage for all common use facilities during all operating hours in each location</li> <li>• Facilitate communication between airlines and service providers and other airport entities</li> <li>• Dispatch duty managers and TBITEC leadership as needed</li> <li>• Dispatch TBITEC's service providers as needed</li> <li>• Visually monitor terminal operations</li> <li>• Provide general management and administration services</li> <li>• Supervisory responsibility of the preparation of all requests for the proposals.</li> <li>• Financial Services</li> <li>• Equipment and facility maintenance</li> <li>• Safety and loss control</li> </ul> |                   |                |                |



- Airline, Airport and Community Stakeholder Coordination and communications
- Management and oversight of the maintenance of all common use facilities, systems, and equipment, and all common use services as directed and required by LAWA
- Operate the LAWA owned Aeronautical Equipment for the benefit of all Air Carriers
- Responsible to repair, maintain, provide preventive maintenance, make alterations, refurbishments, installations, modifications, provide improvements, and replace the LAWA owned aeronautical equipment as directed and required by LAWA.

#### 6) CALOP AEROGROUND SERVICES

| Terminals  | TBITEC Contract # | Effective date | End date       |
|--|-------------------|----------------|----------------|
| TBIT and West Gates  | 17-003            | Mar 1, 2018    | April 30, 2025 |
| <b>Scope Summary- Bag portering, security guard, tub recycling, skycap portering</b> <ul style="list-style-type: none"> <li>• Bag induction flow management at ticket counter</li> <li>• Oversize bag portering at ticket counter</li> <li>• Bag portering and flow management service at recheck</li> <li>• Porter recheck oversize items via elevator</li> <li>• Door security at recheck</li> <li>• Caged baggage management</li> <li>• Bag tub recycling between piers and counter</li> <li>• TBIT, NBHS &amp; Bradley West Gate bagroom pier management &amp; tub reconciliation</li> <li>• Bradley West Gate Bus gate ACAMS shunt and door guard</li> <li>• Bag scanning services through the entire bag journey</li> <li>• Common Use Bag Drop counter baggage movement services</li> </ul> |                   |                |                |

#### 7) AIRCRAFT SERVICE INTERNATIONAL INC, DBA MENZIES AVIATION

| Terminals  | TBITEC Contract # | Effective date | End date       |
|--|-------------------|----------------|----------------|
| T5 and West Gates  | 23-002            | May 1, 2023    | April 30, 2026 |
| <b>Scope Summary- Fuel pit maintenance</b> <ul style="list-style-type: none"> <li>• Regular inspection and cleaning out of fuel pits</li> <li>• Preventative, corrective, and reactive maintenance</li> <li>• Compliance with safety ATA 103</li> <li>• Perform regular emergency fuel shut off testing</li> <li>• Jet-A fuel compliance and quality testing</li> <li>• Diesel/Unleaded fuel delivery for TBITEC and subcontractor approved vehicles</li> <li>• Ground Service Equipment repair as required</li> <li>• Maintain all common use facilities, systems, and equipment as directed and required by LAWA.</li> </ul> |                   |                |                |

#### 8) BROCK SOLUTIONS US SYSTEMS LLC

| Terminals   | TBITEC Contract #          | Effective date   | End date   |
|---|----------------------------|--|--|
| All Common Use Facilities, Systems, and Equipment   | 23-003<br>21-008<br>21-007 | December 31, 2022<br>September 1, 2021<br>August 1, 2021 | October 31, 2025<br>October 31, 2025<br>October 31, 2025 |
| <b>Scope Summary- Upper level BHS controls, SSE, Smartbag Tracking, PCA chilled glycol valve control</b> <ul style="list-style-type: none"> <li>Supply hardware and software for upper level control system of BHS</li> <li>Provide technical and engineering support</li> <li>Regular maintenance health check of system and components</li> <li>Produce reports and documents as required by TBITEC</li> <li>Upper level valve controls for PCA chilled glycol distribution system</li> <li>Provide technical support with the collection of real-time baggage, passenger, and flight information through the baggage systems and passenger boarding bridges at LAX</li> <li>Provide end-to-end visibility and reporting into the enterprise-wide system operations</li> <li>Supply hardware and software for baggage scanning and tracking hardware for use with SmartBag Tracking</li> <li>Maintain all common use facilities, systems, and equipment as directed and required by LAWA</li> </ul> |                            |  |  |

#### 9) AERO PORT SERVICES, INC.

| Terminals  | TBITEC Contract # | Effective date | End date         |
|--|-------------------|----------------|------------------|
| All Common Use Facilities, Systems, and Equipment  | T520-001          | July 15, 2017  | October 31, 2025 |
| <b>Scope Summary- Provide receiving, storage and delivery service,</b> <ul style="list-style-type: none"> <li>Receive and document deliveries of parts, supplies, and other items delivered to the airport for TBITEC or it's service providers</li> <li>Provide security screening services as needed of delivered goods</li> <li>Storage of items for TBITEC and its service providers</li> <li>Airside delivery to terminals of received goods to TBITEC or it's service providers</li> </ul> |                   |                |                  |

#### 10) SCALE FX SCALE SYSTEMS, INC

| Terminals  | TBITEC Contract # | Effective date  | End date         |
|--|-------------------|-----------------|------------------|
| T1.5, T5, T6, and TBIT   | 14-001            | October 1, 2014 | October 31, 2025 |
| <b>Scope Summary- Bag scale calibration, maintenance and permits</b> <ul style="list-style-type: none"> <li>Perform calibration and maintenance of bag scales on a recurrent basis</li> <li>Secure regulatory permits and provide file copies to airlines and TBITEC</li> <li>Respond to requests for service as required</li> </ul> |                   |                 |                  |

**11) SITA INFORMATION NETWORKING COMPUTING USA, INC**

| Terminals   | TBITEC Contract # | Effective date | End date         |
|---|-------------------|----------------|------------------|
| All Common Use Facilities, Systems, and Equipment   | 23-004            | April 1, 2023  | October 31, 2025 |
| <b>Scope Summary – BSM BBG service and maintenance</b> <ul style="list-style-type: none"> <li>• Provide monthly software, and maintenance support</li> <li>• Provide BSM services at T1.5 at common use ticket counters</li> <li>• Provide bag resolution data to Brock SSE platform</li> </ul> |                   |                |                  |

**12) E.W. SMITH CHEMICAL COMPANY**

| Terminals   | TBITEC Contract # | Effective date  | End date         |
|---|-------------------|-----------------|------------------|
| TBIT, West Gates, T5, and T6  | 21-003            | January 1, 2021 | October 31, 2025 |
| <b>Scope Summary – Potable water testing</b> <ul style="list-style-type: none"> <li>• Monthly testing of potable water supply to verify cleanliness and lack of contamination</li> <li>• Collect samples at regular intervals</li> <li>• Test and provide results to TBITEC &amp; Airlines</li> </ul> |                   |                 |                  |

**13) SJM INDUSTRIAL RADIO**

| Terminals   | TBITEC Contract # | Effective date | End date    |
|---|-------------------|----------------|-------------|
| All Common Use Facilities, Systems, and Equipment   | 20-001            | Jul 2, 2020    | Jul 1, 2026 |
| <b>Scope Summary – Provide radio equipment and service</b> <ul style="list-style-type: none"> <li>• Provide radio equipment infrastructure for service in <ul style="list-style-type: none"> <li>○ T5 tunnel</li> <li>○ T5 moat</li> <li>○ TBIT FIS</li> <li>○ MSC Basement</li> <li>○ MSC Utility tunnel</li> <li>○ MSC passenger tunnel</li> <li>○ NBHS and crossover tunnel</li> <li>○ TBIT, NBHS, T5 and T1.5 bagrooms</li> <li>○ West remote gates</li> <li>○ LAWA ARCC</li> <li>○ Add additional network infrastructure at new common use facilities as directed and required by LAWA</li> </ul> </li> <li>• Monthly radio services for all handsets</li> </ul> |                   |                |             |

#### 14) UNISERVE FACILITIES SERVICES

| Terminals  | TBITEC Contract # | Effective date | End date         |
|--|-------------------|----------------|------------------|
| All Common Use Facilities, Systems, and Equipment  | 16-001            | Oct 1, 2016    | October 31, 2025 |
| <b>Scope Summary- Apron trash removal, PBB exterior cleaning, wash apron &amp; BHS areas, spill clean up</b> <ul style="list-style-type: none"> <li>Wash PBB exteriors and canopies</li> <li>Wash ramp apron areas, excluding aircraft envelopes</li> <li>Sweep and wash sort pier bag room</li> <li>Sweep and wash ramp bag drop area</li> <li>Respond to spills and wash area as needed</li> </ul> |                   |                |                  |

#### 15) MASTER PROTECTION, LP DBA FIRE MASTER

| Terminals  | TBITEC Contract # | Effective date | End date         |
|--|-------------------|----------------|------------------|
| All Common Use Facilities, Systems, and Equipment  | 17-005            | Aug 4, 2017    | October 31, 2025 |
| <b>Scope Summary-Provide fire extinguishers</b> <ul style="list-style-type: none"> <li>Provide fire extinguishers</li> <li>Inspect test and certify fire extinguishers</li> <li>Perform 6 year hydrostatic test</li> <li>Ensure compliance with safety and other regulations and documentation requirements</li> </ul> |                   |                |                  |

#### 16) ADB SAFEGATE AMERICAS, LLC

| Terminals   | TBITEC Contract # | Effective date | End date         |
|---|-------------------|----------------|------------------|
| TBIT and West Gates   | 19-002            | Jan 1, 2019    | October 31, 2025 |
| <b>Scope Summary-VDGS Systems</b> <ul style="list-style-type: none"> <li>Onsite preventative maintenance</li> <li>Technical support</li> <li>Annual onsite maintenance and support training</li> <li>VDGS system configuration, calibration and modification</li> <li>Diagnostic support</li> <li>Annual GOS patching</li> <li>Continuous hardware/software upgrades and modifications to devices as directed and required by LAWA</li> </ul> |                   |                |                  |

**17) LSG SKY CHEFS USA, INC**

| Terminals  | TBITEC Contract # | Effective date | End date         |
|--|-------------------|----------------|------------------|
| TBIT and West Gates  | 21-004            | Feb 1, 2021    | October 31, 2025 |
| <b>Scope Summary- International trash disposal</b> <ul style="list-style-type: none"> <li>International trash pick up from Federal Inspection Service (FIS) Facilities at TBIT, Bradley West Gates, and other FIS locations directed and required by LAWA</li> <li>Comply with international trash disposal regulatory requirements</li> </ul> |                   |                |                  |

**18) AIRPORT TERMINAL MANAGEMENT INC**

| Terminals  | TBITEC Contract # | Effective date | End date         |
|--|-------------------|----------------|------------------|
| T1.5 and West Gates  | 21-002            | Apr 1, 2021    | October 31, 2024 |
| <b>Scope Summary- ADA Guest &amp; Courtesy Shuttle Service</b> <ul style="list-style-type: none"> <li>Provide wheelchairs, TTVs and related equipment and required maintenance</li> <li>Provided wheelchair service to arriving and departing passengers</li> <li>Provide wheelchair attendant staff for passenger busing operations</li> <li>Provide TTV's and related equipment for courtesy shuttle service to arriving and departing passengers at the Bradley West Gates passenger tunnels and departure concourse gate area</li> <li>Provide staff to drive courtesy shuttles provided by LAWA</li> <li>Utilize wheelchair tracking software to track and monitor wheelchair usage through common use facilities as directed and required by LAWA</li> </ul> |                   |                |                  |

**19) AIRPORT TERMINAL MANAGEMENT INC**

| Terminals   | TBITEC Contract # | Effective date | End date       |
|---|-------------------|----------------|----------------|
| T1.5, TBIT, and West Gates  | 21-001            | Apr 1, 2021    | April 30, 2025 |
| <b>Scope Summary- Bag transfer drivers</b> <ul style="list-style-type: none"> <li>Provide necessary vehicles and equipment for bag delivery from 1.5 and Bradley West Gates</li> <li>Provide hot bag delivery from 1.5 to Bradley West Gates</li> <li>Provide necessary vehicles and equipment for baggage delivery from TBIT to Bradley West Gates and NBHS</li> <li>Provide staff to drive necessary electric vehicles and equipment for bag delivery to and from any common use facility as directed and required by LAWA</li> <li>Recording and tracking of related bag delivery information</li> </ul> |                   |                |                |

**20) RCH CONSTRUCTION, INC.**

| Terminals  | TBITEC Contract # | Effective date   | End date         |
|--|-------------------|------------------|------------------|
| All Common Use Facilities, Systems, and Equipment  | 21-011            | November 1, 2021 | October 31, 2025 |
| <b>Scope Summary- General Construction and Facility Maintenance Services</b> <ul style="list-style-type: none"> <li>Provide general construction, electrical, plumbing and handy man services on an ad-hoc basis to address both planned and unplanned airline or TBITEC facility repairs, improvements, maintenance or projects</li> <li>Maintain all common use facilities, systems, and equipment as directed and required by LAWA</li> </ul> |                   |                  |                  |

**21) AIR TEC**

| Terminals   | TBITEC Contract # | Effective date | End date         |
|---|-------------------|----------------|------------------|
| T5, TBIT, and West Gates  | 21-006            | Mar 1, 2021    | October 31, 2025 |
| <b>Scope Summary- Maintenance on HVAC units in T5, TBIT CBIS and ICS</b> <ul style="list-style-type: none"> <li>Quarterly preventative maintenance checks on unit in service</li> <li>Additional repair and maintenance services as needed</li> <li>Additional until scope to be added after unit relocation follow BOP</li> <li>Maintain all common use facilities, systems, and equipment as directed and required by LAWA</li> </ul> |                   |                |                  |

**22) POTABLE WATER UPLIFT**

| Terminals  | TBITEC Contract # | Effective date | End date |
|--|-------------------|----------------|----------|
| West Pad   | TBD               | TBD            | TBD      |
| <b>Scope Summary- West Remote Gate Potable Water Uplift Services</b> <ul style="list-style-type: none"> <li>Provide necessary vehicles and equipment for aircraft potable water uplift at the West Remote Gates</li> </ul> |                   |                |          |



**23) COMET ELECTRIC**

| Terminals  | TBITEC Contract # | Effective date | End date         |
|--|-------------------|----------------|------------------|
| All Common Use Facilities, Systems, and Equipment  | 21-010            | May 1, 2021    | October 31, 2025 |
| <b>Scope Summary- Electrical and Network Infrastructure, and HVAC support.</b> <ul style="list-style-type: none"> <li>• Provide electrical, and network support at all TBITEC spaces, and common use facilities, systems, and equipment.</li> <li>• Provide hardware, software, and mechanical support for all equipment</li> <li>• Provide routine and preventive maintenance checks and testing on all electrical panes or subpanels where the aeronautical equipment terminates and at the last panel before the electrical responsibility reverts back to LAWA</li> <li>• Provide infrared, megger, and low-voltage system and component testing, and other testing required by the Los Angeles Department of Building and Safety and LAWA</li> <li>• Maintain all common use facilities, systems, and equipment as directed and required by LAWA</li> </ul> |                   |                |                  |

**24) MATERNA IPS USA CORP**

| Terminals  | TBITEC Contract # | Effective date | End date         |
|--|-------------------|----------------|------------------|
| All Common Use Facilities, Systems, and Equipment  | 22-002            | April 25, 2022 | October 31, 2025 |
| <b>Scope Summary- Kiosk Maintenance Services</b> <ul style="list-style-type: none"> <li>• Provide Kiosk repair, improvements, maintenance, or project support services</li> <li>• Bag Tag and Boarding Pass stock ordering</li> <li>• Restocking kiosk</li> <li>• Cleaning kiosk</li> <li>• Provide preventive maintenance, supplies, and spare parts</li> </ul> |                   |                |                  |

## 25) UNITED RENTALS

| Terminals   | TBITEC Contract # | Effective date | End date         |
|---|-------------------|----------------|------------------|
| All Common Use Facilities, Systems, and Equipment   | 23-005            | June 1, 2023   | October 31, 2025 |
| <b>Scope Summary-</b> <ul style="list-style-type: none"> <li>• Provide leased vehicles for TBITEC and required subcontractors</li> <li>• Provide user, safety, and other OSHA required training for TBITEC and required subcontractors</li> <li>• Maintain a training database to keep accurate track and compliance of all training needs</li> <li>• Maintenance and repair of all TBITEC, subcontractor, and common use services equipment</li> </ul> |                   |                |                  |

## 26) MICHAELSON LABORATORIES

| Terminals  | TBITEC Contract # | Effective date  | End date         |
|--|-------------------|-----------------|------------------|
| All Common Use Facilities, Systems, and Equipment  | 22-005            | January 1, 2022 | October 31, 2025 |
| <b>Scope Summary- Enhanced Potable Water Quality Test Services</b> <ul style="list-style-type: none"> <li>• Collect potable water cabinet and domestic water source samples.</li> <li>• Provide analytical reports on the samples analyzed in accordance with California Dept. of Health, FDA and IATA requirements</li> </ul> |                   |                 |                  |

## 27) Airport Coordination Services, LLC

| Terminals   | TBITEC Contract # | Effective date | End date       |
|---|-------------------|----------------|----------------|
| All Common Use Facilities, Systems, and Equipment   | 24-004            | August 1, 2024 | April 30, 2025 |
| <b>Scope Summary- Airline Slot/Schedule Coordination</b> <ul style="list-style-type: none"> <li>• Provide technical, analytical, communication, and operational support to staff with the air carrier schedule facilitation</li> <li>• Support discussions with air carrier network planning teams on specific terminal capacity constraints</li> <li>• Monitor the LAXIATA email address for significant schedule changes that will impact terminal capacity or other constraints</li> <li>• Deliver schedule updates and display them on the PDC score software platform</li> </ul> |                   |                |                |

## Invoicing for Payment of Services

Service Agreement for Management and  
Oversight of Common Use Facilities, Equipment, and Services

### OVERVIEW

The Contractor must submit to the City a request for payment on a monthly basis for Services rendered and expenses incurred and paid by the Contractor in the performance obligations of this Agreement. City will pay the Contractor monthly (i) Direct<sup>(1)</sup> expenses the Contractor paid approved Subcontractors for the work invoiced by approved Subcontractors, and (ii) Indirect<sup>(2)</sup> expenses, or Overhead, in the amount of \$450,000 per month during the first 12 months of the Agreement. LAWA may adjust the initial amount of \$450,000 per month for Indirect expenses prior to the conclusion of the first 12 months of the Agreement to align with LAWA's budget cycle.

### NOTE

<sup>(1)</sup> Direct expenses shall mean the reasonable and necessary expenses the Contractor paid approved Subcontractors, listed in Exhibit A-2, for work performed for Common Use Services as required and approved by LAWA. These costs may include materials and services that must be directly related to maintaining LAWA properties. Any costs that cannot be directly associated with approved services listed in Exhibit A-2, should be considered Indirect expenses with LAWA prior approval. Examples of Direct expenses included, but not limited to, equipment maintenance services, custodial services, passenger assistance services, technical services, testing services, security services, baggage-handling related services, project management, labor costs of Contractor's employees charged with providing Direct Services to LAWA pursuant to Exhibit A-1 of this agreement (including salaries, wages, bonuses, medical, fringe benefits, severance, and sick day payments, and social security and payroll taxes), non-administrative leased space, supplies, materials, equipment rental/leasing, permits, fees, etc.

<sup>(2)</sup> Indirect expenses, ("Overhead"), shall mean the reasonable and necessary general and administrative overhead costs of the Contractor in connection with this Agreement, including, but not limited to, the following: (i) labor costs of Contractor's employees (including salaries, wages, bonuses, medical, fringe benefits, severance, and sick day payments, and social security and payroll taxes) except for labor of the Contractor's employees providing Direct services to LAWA pursuant to Exhibit A-1 of this agreement, (ii) the Contractor's costs of general corporate administration, if any, including the cost of administrative office equipment, office utilities, permits, licenses, professional accounting and auditing services, professional legal services incurred in the ordinary course of business (which does not include any litigation costs against City or other extraordinary legal costs), state and federal income, business, and franchise taxes; (iii) insurance premium payments in connection with this agreement; (iv) lease expenses for Contractor office space within the airport property; and (v) any other expense approved by LAWA in connection with this agreement.



## NOTICE: IMPORTANT INVOICING INSTRUCTIONS

*Los Angeles World Airports*

### Invoice Instructions

To ensure prompt payment of invoices, please follow the instructions listed below:

1. All invoices for **Los Angeles World Airports** pertaining to materials and services, must be mailed to:

**LAX and Van Nuys Airport Invoices**

**Los Angeles World Airports  
Attn: Accounts Payable  
PO BOX 92882  
Los Angeles, CA 90009**

or emailed to **AccountsPayable-Invoices@lawa.org**

2. All invoices **MUST** have the following **SIX** elements: 1) the **Purchase Order Number**; 2) the **LAWA division name**; 3) the **name of the LAWA employee ordering materials and/or services**; 4) **invoice number**; 5) **remittance address**; and 6) **discount or payment terms**.

**Note:**

- Invoices without the six elements above will experience delays in processing.
- The remittance address must be the correct address on file with Los Angeles World Airports.
- **LAWA's Purchase Order Number is a ten-digit number that begins with '45'.**

3. The invoice prices, description and quantities **MUST AGREE WITH THE PURCHASE ORDER LINE ITEMS**;

Note: Any item or charge not specified in the Purchase Order or in the contract (including freight charges, restocking charges, etc.) will not be paid. Any discrepancy will cause delays in prompt payment.

4. **Discounts or payment terms** should be printed on the invoices clearly and accurately. It is LAWA's goal to take all available discounts being offered by the vendors.

5. **Invoices will be processed and discounts will be computed based on the date of goods received or date that the invoice is received, whichever is later. In cases where the invoice is received, but the vendor has not met all the requirements, the date that all requirements have been met by the vendor will be the date used for invoice processing and discount computation.**

6. Other important invoice instructions and **requirements**:

- **FREIGHT CHARGES**: Freight charges that are authorized in the contract must be invoiced by your company and not the freight company that made the delivery. You must include a copy of the freight bill to substantiate freight charges on your invoice for any freight charge in **excess of \$75**.
- **TAXES**: **Sales taxes** must be stated separately on the invoice. Indicate what portion of the charges is applicable to the materials provided.
- **TIME SHEETS**: Time sheets (hours by day for each individual) must be provided for service contracts when required by the contract document.
- **Other documents to support invoice charges**
- **INVOICE CERTIFICATION**: Invoice certification by a company officer (i.e., as stated per contract)
- **CREDIT MEMOS**: The original invoice number must appear on any credit memo.

**NOTE:** Your firm must be in full compliance with **ALL** Administrative Requirements listed in your contract, including being current on insurance policies and the City business tax. Failure to being in compliance may delay in prompt invoice payment.

***If you have questions regarding the Invoice Instructions, please contact your LAWA Contract Manager or the Accounts Payable Main Line at 424-646-7650 (LAX/Van Nuys).***

Revised: 08/16/2017 12:40 PM

**EXHIBIT A-4****Budget Schedule****COMMON USE SERVICES O&M FY25 BUDGET**

| Service Provider        | Service   | Amount (a)        |
|-------------------------|---|-------------------|
| <b>Vanderlande</b>      |   |                   |
|                         | BHS/PBB Staffing                                | 16,812,687        |
|                         | BHS/PBB Parts                                   | 3,336,387         |
|                         | <b>Total</b>                                    | <b>20,149,074</b> |
| <b>ATM</b>              |   |                   |
|                         | Wheelchair Services                             | 4,116,515         |
|                         | Bag X-fer to T1.5                               | 3,797,414         |
|                         | Courtesy Shuttle & ADA Services                 | 3,771,839         |
|                         | Tub & Bag Portering - Oversize Transport to MSC | 1,508,192         |
|                         | <b>Total</b>                                    | <b>13,193,960</b> |
| <b>G2 Secure Staff</b>  |   |                   |
|                         | BHS Operational Support                         | 4,080,533         |
|                         | Airport Worker Screening                        | 2,526,473         |
|                         | ACAMS & Security                                | 2,239,728         |
|                         | Bus Gate Staffing (T1.5)                        | 2,242,548         |
|                         | Management and Support Services                 | 625,683           |
|                         | Stanchion Support                               | 111,301           |
|                         | <b>Total</b>                                    | <b>11,826,266</b> |
| <b>CALOP</b>            |   |                   |
|                         | Ticket Counter and Bag Porters + Tub Support    | 1,946,575         |
|                         | Bus Gate Staffing (MSC)                         | 1,629,277         |
|                         | Terminal Services - Recheck                     | 1,518,581         |
|                         | Bagroom Porters/Piers                           | 1,251,861         |
|                         | Tub & Bag Portering - Ticket Counter Porters    | 794,450           |
|                         | TBIT ACAMS Exit Lane/ Door Guard + Wayfinding   | 903,128           |
|                         | Tub & Bag Portering - Ticket Oversize           | 264,817           |
|                         | Management and Support Services                 | 526,592           |
|                         | <b>Total</b>                                    | <b>8,835,281</b>  |
| <b>C&amp;W Services</b> |   |                   |
|                         | Janitorial – Services                           | 5,668,645         |
|                         | Janitorial - Supplies                           | 222,000           |
|                         | <b>Total</b>                                    | <b>5,890,645</b>  |

| Service Provider              | Service  | Amount (a)       |
|-------------------------------|--|------------------|
| <b>ASG/TBITEC</b>             |  |                  |
|                               | TBITEC Staffing                                    | 3,579,576        |
|                               | GMO Services                                       | 821,716          |
|                               | T5 Gating Center                                   | 402,790          |
|                               | Dispatch Center Staffing                           | 378,976          |
|                               | <b>Total</b>                                       | <b>5,183,058</b> |
| <b>Oshkosk AeroTech (JBT)</b> |  |                  |
|                               | BHS/PBB Staffing                                   | 2,407,299        |
|                               | BHS/PBB Parts                                      | 872,753          |
|                               | <b>Total</b>                                       | <b>3,280,052</b> |
| <b>Brock Solutions</b>        |  |                  |
|                               | Smart Suite Enterprise                             | 144,000          |
|                               | HTO/HTM  | 180,000          |
|                               | Bag Scanning                                       | 222,948          |
|                               | Technical Support                                  | 395,000          |
|                               | SmartPass  | 31,200           |
|                               | UL Support   | 78,048           |
|                               | Bag Scanners                                       | 27,000           |
|                               | <b>Total</b>                                       | <b>1,078,196</b> |
| <b>Menzies</b>                |  |                  |
|                               | Hydrant Fuel System Maintenance                    | 330,000          |
|                               | Potable Water Access Service                       | 180,000          |
|                               | GSE Fuel Service                                   | 84,000           |
|                               | <b>Total</b>                                       | <b>594,000</b>   |
| <b>Misc. Vendors</b>          |  |                  |
| Adcom Ventures                | Management Support                                 | 343,470          |
| United Rentals                | Equipment Rental and Repair                        | 283,706          |
| Marsh & McClellan             | Insurance Services                                 | 221,000          |
| Comet Electric                | Electrical Contractor Services                     | 168,000          |
| RCH Construction Inc          | General Contractor                                 | 160,000          |
| Materna                       | CU Kiosk Technical Support                         | 150,000          |
| SkyChefs                      | International Trash Disposal Service               | 132,000          |
| Uniserve                      | PBB/Ramp Pressure Washing                          | 106,800          |
| ArcDesigns                    | Network IT Technical Support - Operations Services | 105,000          |
| ArcDesigns                    | Network IT Technical Support – Admin Services      | 105,000          |
| E.W. Smith                    | Potable Water Quality Testing                      | 103,980          |
| GHJ                           | Accounting Services                                | 100,000          |
| ADB SafeGate                  | VDGS Technical Support                             | 90,144           |
| Mannatt                       | Legal Services                                     | 90,000           |



**Misc. Vendors (Continued)**

|                        |                                   |                  |
|------------------------|-----------------------------------|------------------|
| FireMaster             | Fire Extinguisher Services        | 81,600           |
| ScaleFX                | Scale Calibration and Maintenance | 50,473           |
| ITA LLC                | Tax Consulting                    | 50,000           |
| Michelson              | Potable Water Quality Sup Testing | 48,000           |
| Bank of America        | Bank Fees                         | 57,000           |
| Miscellaneous          | Mobile Device Services            | 43,500           |
| Morrison & Forrester   | Legal Services                    | 40,000           |
| SITA                   | BHS BSM IT Services               | 36,000           |
| Miscellaneous          | Leased Office Equipment           | 35,400           |
| Veoci                  | Software                          | 24,900           |
| SJM Industrial Radio   | Radio System Services             | 27,000           |
| AirTech                | HVACR Service                     | 23,520           |
| Spectrum Fiber & Voice | Connectivity Services             | 32,160           |
| FileMaker              | Software                          | 21,900           |
| Rust Rener             | Financial Services                | 10,000           |
| iAuditor               | Software                          | 10,000           |
| Aero Port Services     | Cargo Dock Services               | 7,800            |
| <b>Total</b>           |                                   | <b>2,758,353</b> |

**Other Services**

|                                  |                   |
|----------------------------------|-------------------|
| Various Operations Suppliers     | 360,725           |
| Various Administration Suppliers | 307,610           |
| LAWA Administration Space        | 1,586,344         |
| LAWA Operations Space            | 1,204,791         |
| <b>Grand Total</b>               | <b>76,248,355</b> |

## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description   | Qty | Total Value |
|--------|----------|--------|-------------|--|-----|-------------|
| VI     | A-1      | BHS    | 16598       | BASE BEACON  | 10  | \$ 143.60   |
| VI     | A-1      | BHS    | 21530       | SWITCH 800T-J91B   | 10  | \$ 551.00   |
| VI     | A-1      | BHS    | 60671       | AUX, CONTACTS (2 NO 0 NC)  | 11  | \$ 120.23   |
| VI     | A-1      | BHS    | 60789       | MOTOR STARTER PROTECTOR AL3RV1021-1BA10  | 2   | \$ 90.84    |
| VI     | A-1      | BHS    | 60810       | PROFIBUS CONNECTOR 12MB 35 Degree, No PG 6ES7 972-0BA41-0XA0                   | 10  | \$ 502.40   |
| VI     | A-1      | BHS    | 92522       | RED PUSH-TEST PILOT LIGHT, 24V FULL LED  | 15  | \$ 691.20   |
| VI     | A-1      | BHS    | 92902       | CONTACT BLOCK FINGER SAFE 9001KA1  | 20  | \$ 204.60   |
| VI     | A-1      | BHS    | MXP-4446    | POWERSCAN BARECODE SCANNER ME STATION  | 5   | \$ 2,795.80 |
| VI     | A-1      | BHS    | MXP-4520    | POWERSCAN BARCODE SCANNER  | 3   | \$ 1,118.01 |
| VI     | A-1      | BHS    | MXP-4624    | HONEYWELL 5FT USB CABLE  | 2   | \$ 27.90    |
| VI     | A-2      | BHS    | 13688       | LIGHT STACK CAP BLACK 855E   | 48  | \$ 119.04   |
| VI     | A-2      | BHS    | 13689       | ALARM AUDIBLE STACK LIGHT  | 14  | \$ 713.02   |
| VI     | A-2      | BHS    | 13704       | LIGHT STACK LED BLUE 120 VAC   | 20  | \$ 1,150.20 |
| VI     | A-2      | BHS    | 13708       | LIGHT STACK LED GREEN 120 VAC  | 25  | \$ 1,466.00 |
| VI     | A-2      | BHS    | 15558       | CONTROL TOWER STACK RED LIGHT 120V AC FULL VOLTAGE RED STEADY LED SOCKET MOUNT | 24  | \$ 1,374.72 |
| VI     | A-2      | BHS    | 15562       | CONTROL TOWER STACK LIGHT, 120V AC FULL VOLTAGE, AMBER STEADY LED SOCKET MOUNT | 25  | \$ 1,377.50 |
| VI     | A-2      | BHS    | 15563       | CONTROL TOWER STACK LIGHT 120V AC FULL VOLTAGE CLEAR STEADY LED SOCKET MOUNTED | 20  | \$ 1,179.00 |
| VI     | A-2      | BHS    | 60662       | CONTACTOR 100-CD3D400  | 11  | \$ 994.84   |
| VI     | A-2      | BHS    | 92412       | 2-POS SEL SW MAINT, 1 NO 1 NC BOTH SIDE MNT                                    | 10  | \$ 253.40   |
| VI     | A-3      | BHS    | 14155       | CORD SET, AB, MINI, 4 PIN 20 FT. STRAIGHT, 889N-F4AF-20F                       | 9   | \$ 207.54   |
| VI     | A-3      | BHS    | 41367       | PROFIBUS CABLE   | 102 | \$ 184.62   |
| VI     | A-3      | BHS    | MXP-3268    | HEAVY DUTY POWER ADAPTER CORD 15A  | 3   | \$ 47.19    |
| VI     | A-4      | BHS    | 10500       | BRAD HARRISON 5PIN FEMALE CORDSET  | 10  | \$ 305.80   |
| VI     | A-4      | BHS    | 40471       | CABLE, 4-PIN MICRO AC CONNECTOR, 20FT  | 10  | \$ 414.50   |
| VI     | A-4      | BHS    | 40473       | CONNECTOR CABLE, 3-PIN MINI AC   | 10  | \$ 338.80   |
| VI     | A-4      | BHS    | 94772       | GREEN NYLON CABLE LANYARD LOOSCO   | 10  | \$ 4.10     |
| VI     | A-FLOOR  | BHS    | 50104       | SCR CAP 1/2-13X2 1/2 SKT GR8   | 106 | \$ 248.04   |
| VI     | A-FLOOR  | BHS    | 50600       | SCR CAP 1/2-13X2 1/2 GR8   | 98  | \$ 115.64   |
| VI     | B-1      | BHS    | 40674       | SITOP BATTERY MODULE 24V   | 2   | \$ 293.56   |
| VI     | B-2      | BHS    | 40653       | SIMATIC S7-300, DIGITAL OUTPUT SM 322, OPTICALLY I                             | 3   | \$ 1,512.90 |
| VI     | B-3      | BHS    | 60643       | 4-PIN DC MICRO M12   | 6   | \$ 157.38   |
| VI     | B-3      | BHS    | 60805       | POWER SUPPLY, 24VDC, 2.5A 120/240V INPUT SDN 2.5-24-100P                       | 2   | \$ 290.54   |
| VI     | B-3      | BHS    | MXP-1720    | PROFIBUS V1 MASTER COMMUNICATION MODULE MVI56-PDPMV1                           | 1   | \$ 3,329.00 |
| VI     | B-5      | BHS    | 11661       | APC REPLACEMENT BATTERY CARTRIDGE #116   | 2   | \$ 467.50   |
| VI     | B-FLOOR  | BHS    | 15373       | DISCONNECT, FUSED 30A METAL ENCL, FUSED STATUS, RED/Y 194R-FJ30-1753S-PY-P     | 2   | \$ 509.88   |
| VI     | C-1      | BHS    | 10878       | HORN FAST PULSE SONALERT   | 11  | \$ 352.22   |
| VI     | C-1      | BHS    | 13003       | MINIATURE LAMP 6.3V 0.15A E-STOP 755 - 2FMR1                                   | 25  | \$ 21.50    |
| VI     | C-1      | BHS    | 14757       | PILOT LIGHT (WHITE)  | 2   | \$ 4.20     |
| VI     | C-1      | BHS    | 14779       | SELECTOR SWITCH SHORT LEVER 3-POS M - 52SA2BCB                                 | 5   | \$ 138.05   |
| VI     | C-1      | BHS    | 14990       | LENS GUARD AL52AAGL SIEMENS  | 8   | \$ 40.96    |
| VI     | C-1      | BHS    | 15565       | MCP HANDLE   | 1   | \$ 58.44    |
| VI     | C-1      | BHS    | 16090       | SWITCH-N.O. TEMP CONTROL MCP THERMOSTAT  | 8   | \$ 677.04   |
| VI     | C-1      | BHS    | 16505       | 802T-K - LIMIT SWITCH PUSH VERTICAL  | 4   | \$ 493.84   |
| VI     | C-1      | BHS    | 16722       | A-B 4 PIN MINI STRAIGHT 6FT PIG TAIL 16722                                     | 8   | \$ 293.44   |
| VI     | C-1      | BHS    | 16723       | 4 Pin Mini Right Angle 6FT 889-NR4AFC-6F16723                                  | 5   | \$ 82.85    |
| VI     | C-1      | BHS    | 19595       | 16 CH DIGITAL INPUT MODULE   | 7   | \$ 1,646.05 |
| VI     | C-1      | BHS    | 19610       | PROFIBUS TERMINATING RESISTOR  | 5   | \$ 525.85   |
| VI     | C-1      | BHS    | 40650       | SOFT START, 14A, 10HP @ 460VAC   | 3   | \$ 1,705.11 |
| VI     | C-1      | BHS    | 40701       | PHOTOEYE ASSEMBLY- REF DWG ALPE9203QD FOR COMPONENT                            | 5   | \$ 377.95   |
| VI     | C-1      | BHS    | 40718       | PUSHBUTTON UNIT W/ASSEMBLED CONTACT BLOCK 1NO GRAY                             | 4   | \$ 81.08    |
| VI     | C-1      | BHS    | 40720       | PUSHBUTTON, NEMA 1/3/4/12/13, ILLUMINATED, MUSHR.                              | 3   | \$ 170.46   |
| VI     | C-1      | BHS    | 40882       | SIEMENS SIREN 8WD4 440-0EA2  | 3   | \$ 1,017.03 |
| VI     | C-1      | BHS    | 52455       | 30 MM PLASTIC LENS REPLACEMENT, BLUE 52RA455                                   | 27  | \$ 137.70   |
| VI     | C-1      | BHS    | 54206       | CIRCUIT BREAKER W28-XQ1A-3   | 4   | \$ 9.24     |
| VI     | C-1      | BHS    | 55020       | NARROW LOW PROFILE PHOTOEYE REFLECTOR COVER                                    | 1   | \$ 79.56    |
| VI     | C-1      | BHS    | MXP-2002    | ATTACHMENT ANGLE   | 5   | \$ 822.70   |
| VI     | C-1      | BHS    | MXP-4383    | SIEMENS STROBE LIGHT 8WD4440-0CD   | 1   | \$ 88.41    |
| VI     | C-2      | BHS    | 10971       | SUPP. CKT BRKR 1P 5A TYPE C TRIP, UL489 - 1489-A1C050                          | 3   | \$ 179.91   |
| VI     | C-2      | BHS    | 15624       | BRAKE MODULE VDG, VGC-10   | 1   | \$ 26.00    |
| VI     | C-2      | BHS    | 19608       | RS 485 BUS CONN. WITHOUT PG INTERFACE  | 22  | \$ 1,174.58 |
| VI     | C-2      | BHS    | 30188       | SIEMENS SOFT STARTER 3RW3018-1BB14   | 1   | \$ 375.71   |
| VI     | C-2      | BHS    | 40654       | 16 CHANELL INPUT MODULE S7-300/ET200M 120VAC                                   | 6   | \$ 1,935.36 |
| VI     | C-2      | BHS    | 40673       | SITOP DC-UPS MODULE, 6EP1931-2DC21   | 2   | \$ 495.40   |
| VI     | C-2      | BHS    | 40725       | MOTOR STARTER PROTECTOR 1.4 - 2.0A, SIZE S0                                    | 7   | \$ 366.10   |

## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description  | Qty | Total Value  |
|--------|----------|--------|-------------|---|-----|--------------|
| VI     | C-2      | BHS    | 41318       | PROFIBUS TERMINATOR   | 10  | \$ 411.40    |
| VI     | C-3      | BHS    | 13627       | 3RV1901-1A - SIEMENS SIDE MOUNTED AUX CONTACT BLOCK 1NC 1NO                   | 49  | \$ 451.78    |
| VI     | C-3      | BHS    | 13630       | SMART MOTOR CONTROLLER  | 4   | \$ 1,554.64  |
| VI     | C-3      | BHS    | 15256       | SIMATIC DP, INTERFACE DP/PA-LINK A. ET200M IM153-2 HF                         | 4   | \$ 2,313.68  |
| VI     | C-3      | BHS    | 17507       | 8WD4308-0DA SIEMENS ALARM BASE MOUNT 110MM                                    | 5   | \$ 175.05    |
| VI     | C-3      | BHS    | 19682       | ADVANCED OPERATING PANEL (AOP) FOR THE VFD'S                                  | 3   | \$ 1,272.90  |
| VI     | C-3      | BHS    | 40609       | MOTOR DISCONNECT HANDLE 3LD2264-2TW53-0US2 SIEMENS                            | 4   | \$ 1,351.16  |
| VI     | C-3      | BHS    | 41388       | TRANSFORMER 500VA 240/480-120V  | 14  | \$ 1,319.92  |
| VI     | C-4      | BHS    | 15835       | TRANSFORMER CLASS II SIEMENS 240/480 VAC INPUT VOLTAGE, 24 VAC OUTPUT VOLTAGE | 1   | \$ 65.43     |
| VI     | C-4      | BHS    | 46000       | AC AXIAL COMPACT FAN 115VAC EBM P&S   | 16  | \$ 821.28    |
| VI     | C-5      | BHS    | 15615       | STARTER SOFT, SIRIUS S0, 38A, 18.5KW/400V 15615                               | 5   | \$ 55.35     |
| VI     | C-5      | BHS    | 41309       | SIEMENS CARD 41309  | 11  | \$ 6,985.55  |
| VI     | C-FLOOR  | BHS    | 15544       | TRANSFORMER SOLA SIEMENS 3KVA   | 2   | \$ 6,599.84  |
| VI     | C-FLOOR  | BHS    | 40621       | TRANSFORMER STANDARD UNIT ENCAPSULATED 1-PHASE                                | 3   | \$ 2,092.98  |
| VI     | C-WALL   | BHS    | 40468       | VSU PULLEY ASSEMBLY- J1-9400-135-07   | 2   | \$ 2,054.10  |
| VI     | C-WALL   | BHS    | MXP-1863    | SHAFT 1-11/16 1.6875x72.0000 (OVERSIZE)                                       | 2   | \$ 350.00    |
| VI     | D-1      | BHS    | 11675       | BALDOR RELIANCE MOTOR VEM3546T  | 11  | \$ 4,210.25  |
| VI     | D-1      | BHS    | 11697       | BALDOR RELIANCE MOTOR EBM3611T  | 4   | \$ 2,700.08  |
| VI     | D-1      | BHS    | 11708       | BALDOR RELIANCE MOTOR EM3611T   | 2   | \$ 860.80    |
| VI     | D-1      | BHS    | 11712       | BALDOR RELIANCE MOTOR VEBM3615T   | 3   | \$ 4,511.04  |
| VI     | D-1      | BHS    | 11754       | BALDOR RELIANCE MOTOR VEM3587T  | 5   | \$ 2,808.50  |
| VI     | D-1      | BHS    | 11755       | BALDOR RELIANCE MOTOR VEBM3611T   | 4   | \$ 4,145.04  |
| VI     | D-1      | BHS    | 11761       | BALDOR RELIANCE MOTOR EBM3615T  | 2   | \$ 2,684.74  |
| VI     | D-1      | BHS    | 11773       | BALDOR RELIANCE MOTOR VEM3587T  | 6   | \$ 2,407.02  |
| VI     | D-1      | BHS    | 11778       | BALDOR RELIANCE MOTOR VEBM3546T   | 3   | \$ 2,365.02  |
| VI     | D-1      | BHS    | 11847       | BALDOR RELIANCE MOTOR VEM3615T  | 3   | \$ 1,230.93  |
| VI     | D-1      | BHS    | 41281       | BALDOR RELIANCE MOTOR CEM3558T  | 3   | \$ 2,824.92  |
| VI     | D-1      | BHS    | MXP-3963    | BALDOR RELIANCE MOTOR VEBM3558T   | 2   | \$ 1,887.28  |
| VI     | D-2      | BHS    | 11676       | BALDOR RELIANCE MOTOR BM3615T   | 9   | \$ 3,922.11  |
| VI     | D-2      | BHS    | 11685       | BALDOR RELIANCE MOTOR CEM3558T  | 1   | \$ 406.24    |
| VI     | D-2      | BHS    | 11737       | BALDOR RELIANCE MOTOR VEM3611T  | 5   | \$ 734.65    |
| VI     | D-2      | BHS    | 18146       | BALDOR RELIANCE MOTOR EM3615T   | 2   | \$ 945.92    |
| VI     | D-2      | BHS    | 19998       | BALDOR RELIANCE MOTOR EM3558T   | 3   | \$ 1,193.19  |
| VI     | D-2      | BHS    | 50038       | BALDOR RELIANCE MOTOR CEM3611T  | 4   | \$ 1,834.00  |
| VI     | D-2      | BHS    | MXP-3517    | BALDOR RELIANCE MOTOR EBM3558T  | 3   | \$ 2,371.98  |
| VI     | D-3      | BHS    | 13538       | COMPACT LOGIX I/O POWER SUPPLY, 120V, LARGE                                   | 1   | \$ 282.48    |
| VI     | D-3      | BHS    | 13542       | NEMA 8 POLE RELAY, CONVERTIBLE  | 2   | \$ 209.22    |
| VI     | D-3      | BHS    | 13575       | SMART MOTOR CONTROLLER 3 SOFT START 25A                                       | 2   | \$ 552.20    |
| VI     | D-3      | BHS    | 16369       | PULL/PUSH 30MM EMERGENCY STOP   | 20  | \$ 1,565.60  |
| VI     | D-3      | BHS    | 40611       | SHAFT ENCODER, SIDE CONNECTOR OPTION, ANTI-JITTER,                            | 34  | \$ 6,759.88  |
| VI     | D-3      | BHS    | 40705       | BRAKE RESISTOR UP TO 5HP VFD  | 3   | \$ 2,105.52  |
| VI     | D-3      | BHS    | 40707       | VFD MM440 PROFIBUS CTRL, 10 HP RATED DRIVE (FOR US                            | 4   | \$ 15,445.52 |
| VI     | D-3      | BHS    | 40708       | BRAKE RESISTOR UP TO 15HP VFD   | 1   | \$ 882.23    |
| VI     | D-3      | BHS    | 41328       | PROFIBUS MODULE   | 1   | \$ 221.49    |
| VI     | D-3      | BHS    | 41376       | VFD MM440 PROFIBUS CONTROL 4.0HP RATED DRIVE                                  | 4   | \$ 2,960.08  |
| VI     | D-3      | BHS    | 41377       | VFD 7.5HP   | 5   | \$ 7,924.95  |
| VI     | D-3      | BHS    | 60855       | SHAFT ENCODER, VAR./PULSE, 24V .125 INCREMENTS, W/CABLE RSBP.125AJ/83010      | 23  | \$ 5,536.56  |
| VI     | D-3      | BHS    | 60856       | SHAFT ENCODER, VAR./PULSE, 24V .125 INCREMENTS, W/ 20' CABLE RSBP.125AJ/83020 | 28  | \$ 7,022.40  |
| VI     | D-3      | BHS    | MXP-3289    | TBIT CAROUSEL SHAFT ENCODER   | 3   | \$ 502.74    |
| VI     | D-4      | BHS    | 11268       | INPUT MODULE 16POINT 120VAC   | 8   | \$ 1,639.36  |
| VI     | D-4      | BHS    | 13537       | COMPACT LOGIX 16 POINT AC INPUT MODULE  | 4   | \$ 670.20    |
| VI     | D-4      | BHS    | 13579       | 7 FILTER FAN, 120V, LIGHT GRAY, 65 CFM  | 12  | \$ 4,920.96  |
| VI     | D-4      | BHS    | 13582       | 9 FILTER FAN, 120V, LIGHT GRAY, 94 CFM  | 2   | \$ 117.84    |
| VI     | D-4      | BHS    | 13586       | COMPACT MODULE LOGIX CPU 1.5M MEMORY  | 2   | \$ 3,538.00  |
| VI     | D-4      | BHS    | 13587       | COMPACT LOGIX 16 PT CONTACT OUTPUT MODULE                                     | 4   | \$ 1,031.88  |
| VI     | D-4      | BHS    | 14475       | UPS BATTERY   | 6   | \$ 608.58    |
| VI     | D-4      | BHS    | 14739       | POWER SUPPLY, CHASSIS MOUNTED, +/-15V, 5A                                     | 4   | \$ 1,161.00  |
| VI     | D-4      | BHS    | 15526       | IGBT KIT W/900A FOR ANY CONVERTER   | 3   | \$ 4,591.08  |
| VI     | D-4      | BHS    | 15698       | FILTER DRYER N063-401614 CUSTOMER REF MODEL SPORLAN C-417-S 7/8               | 1   | \$ 60.78     |
| VI     | D-4      | BHS    | 22624       | POWER SUPPLY MODULE 120/240VAC IN 4A 5VDC 2A 24VDC                            | 1   | \$ 282.48    |
| VI     | D-4      | BHS    | 40619       | TERMINAL ELEMENT FOR PIPE MOUNT (ALL MCP ALARMS)                              | 7   | \$ 240.24    |
| VI     | D-4      | BHS    | 40688       | LIGHT MODULE WITH STROBE RED 120V AC (STACKLIGHTS)                            | 9   | \$ 856.17    |
| VI     | D-4      | BHS    | 61173       | PLC, CONTROL LOGIX, ISOLATED RELAY OUTPUT, 16 PTS                             | 2   | \$ 993.96    |
| VI     | D-FLOOR  | BHS    | 11703       | BALDOR RELIANCE MOTOR CEM3615T  | 3   | \$ 1,546.29  |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description  | Qty | Total Value  |
|--------|----------|--------|-------------|---|-----|--------------|
| VI     | D-FLOOR  | BHS    | 11705       | BALDOR RELIANCE MOTOR EBM3710TY                                       | 1   | \$ 1,442.03  |
| VI     | D-FLOOR  | BHS    | 11706       | BALDOR RELIANCE MOTOR EBM3710T  | 2   | \$ 4,797.02  |
| VI     | D-FLOOR  | BHS    | 11750       | BALDOR RELIANCE MOTOR EBM3611TY                                       | 2   | \$ 1,125.26  |
| VI     | D-FLOOR  | BHS    | 11792       | BALDOR RELIANCE MOTOR EM3710T   | 4   | \$ 2,746.52  |
| VI     | D-FLOOR  | BHS    | 21595       | MOTOR 7.5HP 1760RPM 480V 3PH 213T W/FOOT                              | 3   | \$ 6,210.00  |
| VI     | E-1      | BHS    | 12587       | REDUCER TXT215T- 242257   | 2   | \$ 1,863.42  |
| VI     | E-1      | BHS    | 12588       | REDUCER TXT225AT- 242258  | 3   | \$ 3,677.76  |
| VI     | E-1      | BHS    | 12599       | REDUCER TXT325T- 243251   | 3   | \$ 2,432.82  |
| VI     | E-1      | BHS    | 13637       | HCD ASSY CONNECTING ROD   | 2   | \$ 797.78    |
| VI     | E-1      | BHS    | 14819       | REDUCER DAYTON- 4Z616   | 2   | \$ 1,286.68  |
| VI     | E-1      | BHS    | 18282       | REDUCER QUANTIS- HB682CN180TC   | 3   | \$ 3,931.50  |
| VI     | E-1      | BHS    | 20041       | REDUCER QUANTIS- HB482CN140TC   | 2   | \$ 1,320.88  |
| VI     | E-1      | BHS    | 40456       | REDUCER QUANTIS- BB383CN140TC   | 3   | \$ 2,357.07  |
| VI     | E-1      | BHS    | 40496       | REDUCER QUANTIS- BB483CN140TC   | 1   | \$ 1,243.45  |
| VI     | E-1      | BHS    | 48218       | REDUCER QUANTIS- HB482CN180TC   | 1   | \$ 552.78    |
| VI     | E-2      | BHS    | 12205       | HSD WRAP SPRING CLUTCH BRAKE 320-22-020A L/H                          | 4   | \$ 21,554.28 |
| VI     | E-2      | BHS    | 12548       | REDUCER TXT125T- 241153   | 4   | \$ 3,411.44  |
| VI     | E-2      | BHS    | 12549       | REDUCER TXT109AT- 241154  | 1   | \$ 951.46    |
| VI     | E-2      | BHS    | 12550       | REDUCER TXT115T- 241155   | 3   | \$ 2,582.16  |
| VI     | E-2      | BHS    | 12589       | REDUCER TXT209T- 242259   | 1   | \$ 2,587.42  |
| VI     | E-2      | BHS    | 12656       | REDUCER TXT105T- 251120   | 4   | \$ 3,567.96  |
| VI     | E-2      | BHS    | 14813       | CLUTCH BRAKE WARNER UM180-1020 90V                                    | 1   | \$ 1,498.47  |
| VI     | E-2      | BHS    | 14821       | CLUTCH BRAKE UM210-1020 90V WO/CBC 150-1 - 5371-273-003               | 2   | \$ 2,456.80  |
| VI     | E-2      | BHS    | 17438       | HSD RIGHT HAND CLUTCH BRAKE 320-12-018A                               | 4   | \$ 17,588.56 |
| VI     | E-2      | BHS    | 17447       | REDUCER LEFT HAND- 2145-1BWR143TC                                     | 4   | \$ 2,425.80  |
| VI     | E-2      | BHS    | 17448       | REDUCER RIGHT HAND HUB CITY- 1CWR143TC                                | 5   | \$ 7,250.60  |
| VI     | E-2      | BHS    | 17467       | RIGHT HAND SOLENOID KIT HSD   | 5   | \$ 5,075.70  |
| VI     | E-2      | BHS    | 20596       | HSD PADDLE PIVOT WELDMENT MTALH-0000-017                              | 3   | \$ 2,629.71  |
| VI     | E-2      | BHS    | MXP-2583    | REDUCER HUB CITY- 2145-1CWR143TC                                      | 1   | \$ 1,104.09  |
| VI     | E-3      | BHS    | 10071       | PIVOT PIN ACTUATOR WRAP SPRING CLUTCH DELTRAN                         | 5   | \$ 309.60    |
| VI     | E-3      | BHS    | 10715       | BEARING TORRINGTON BALL S10PP2 HSD - S10PP2-AL223-8211                | 19  | \$ 1,572.25  |
| VI     | E-3      | BHS    | 11263       | 5/8"18 Grade C Zinc Finish Steel Top Lock Nut                         | 81  | \$ 26.73     |
| VI     | E-3      | BHS    | 11500       | SOLENOID BOLT FOR SIEMENS HSD   | 82  | \$ 16.40     |
| VI     | E-3      | BHS    | 12451       | ROD END ID 3/4 X FEMALE HSD - 226-0409                                | 9   | \$ 1,772.91  |
| VI     | E-3      | BHS    | 12489       | SPROCKET B5015H 15 TEETH 5/8 HSD                                      | 7   | \$ 211.54    |
| VI     | E-3      | BHS    | 12790       | V-BELT MICRO-V SERPENTINE 650J(1651MM) HSD                            | 4   | \$ 61.36     |
| VI     | E-3      | BHS    | 14277       | 3/8"-16 x 1 -1/4" Pho (HSD Bolts)                                     | 146 | \$ 122.64    |
| VI     | E-3      | BHS    | 15152       | MOUNT HSD, DX483-000002   | 2   | \$ 207.72    |
| VI     | E-3      | BHS    | 15628       | STANCHION HSD   | 1   | \$ 29.20     |
| VI     | E-3      | BHS    | 15635       | CLUTCH BRAKE SHAFT WELDMENT WRAP SPRING CB-10                         | 8   | \$ 4,334.24  |
| VI     | E-3      | BHS    | 15639       | SIEMENS HSD SPACER IDLER SPROCKET                                     | 29  | \$ 229.39    |
| VI     | E-3      | BHS    | 15642       | CLUTCH BRAKE BUSHING SUPPORT WRAP SPRING HSD Seimens : 6603-30-31     | 16  | \$ 3,017.76  |
| VI     | E-3      | BHS    | 15643       | CLUTCH BRAKE SPACER WRAP SPRING                                       | 7   | \$ 186.76    |
| VI     | E-3      | BHS    | 17466       | SOLENOID KIT USE ON 206-0705 OR 206-070 HSD                           | 4   | \$ 2,217.08  |
| VI     | E-3      | BHS    | 17532       | MOUNT NOSE ROLLER 6650 HSD  | 5   | \$ 688.95    |
| VI     | E-3      | BHS    | 17533       | MOUNT TAIL ROLLER 6650 HSD  | 9   | \$ 536.22    |
| VI     | E-3      | BHS    | 17534       | RETAINER BEARING 6650 HSD   | 3   | \$ 192.69    |
| VI     | E-3      | BHS    | 18242       | CAM SHAFT BOLT SPROCKET   | 18  | \$ 728.10    |
| VI     | E-3      | BHS    | 18244       | HSD SPROCKET PLATE ADJUST IDLER DX6603-30-09                          | 6   | \$ 352.32    |
| VI     | E-3      | BHS    | 18246       | HSD VIBRATION BRACKET   | 4   | \$ 705.52    |
| VI     | E-3      | BHS    | 18247       | BLOCK GUIDE FOR PADDLE CHAIN ASS                                      | 7   | \$ 119.49    |
| VI     | E-3      | BHS    | 18313       | PIVOT PIN ACTUATOR WRAP SPRING CLUTCH WARNER                          | 1   | \$ 75.00     |
| VI     | E-3      | BHS    | 23207       | HEX DRIVE SOCKET CAP SCREW 1/4- 20 x 1-1/4                            | 100 | \$ 20.00     |
| VI     | E-3      | BHS    | 30005       | Tube Motor Sleeve Adapter   | 1   | \$ 150.00    |
| VI     | E-3      | BHS    | 31837       | PAN HEAD SELF DRILLING SCREW10 X 3/4                                  | 47  | \$ 2.82      |
| VI     | E-3      | BHS    | 40479       | COLLAR, CLAMPING, 2 PIECE 1-1/2" BORE                                 | 6   | \$ 82.98     |
| VI     | E-3      | BHS    | 40513       | WASHER THRUST BRZ 3/4 ID X 1-3/4 OD X 1/8                             | 53  | \$ 215.18    |
| VI     | E-3      | BHS    | 41106       | BOLT SHOULDER 3/4 X 1-1/2   | 81  | \$ 726.57    |
| VI     | E-3      | BHS    | 41310       | PLATE, IDLER  | 3   | \$ 113.76    |
| VI     | E-3      | BHS    | 41330       | HSD GEARBOX MOUNTING KIT- ALH0000071                                  | 3   | \$ 15,497.10 |
| VI     | E-3      | BHS    | 66033       | BOLT PRIMARY CRANK  | 50  | \$ 1,579.50  |
| VI     | E-3      | BHS    | MXP-4550    | BEARING TORRINGTON  | 8   | \$ 3,905.52  |
| VI     | E-4      | BHS    | 13550       | CLUTCH, FRSG-600, 1-15/16 BORE, GREASE, 1/2 X 1/4 KEYSET, RH ROTATION | 10  | \$ 8,370.00  |
| VI     | E-4      | BHS    | 15636       | HSD PULLEY DRIVE WELDMENT SIEMENS                                     | 6   | \$ 3,497.52  |

## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description  | Qty | Total Value  |
|--------|----------|--------|-------------|---|-----|--------------|
| VI     | E-4      | BHS    | 15638       | SIEMENS CAM SPROCKET AL6603-30-12                       | 8   | \$ 2,614.16  |
| VI     | E-4      | BHS    | 15646       | HSD IDLER TENSION KIT- DX6603-30-38                     | 4   | \$ 1,331.08  |
| VI     | E-4      | BHS    | 17463       | BELT TIMING COGGED HSD                                  | 14  | \$ 2,024.68  |
| VI     | E-4      | BHS    | 17485       | SIEMENS HSD SHAFT CAM SPROCKET AL6603-30-03             | 13  | \$ 2,733.38  |
| VI     | E-4      | BHS    | 17535       | SPROCKET DRIVE SIDE HSD                                 | 1   | \$ 436.08    |
| VI     | E-4      | BHS    | 17536       | ROLLER NOSE MICRO V (NEW HSD)                           | 3   | \$ 476.13    |
| VI     | E-4      | BHS    | 40420       | SPROCKET, PUL DYNA-SYNC H150 X 16 TEETH HSD             | 25  | \$ 1,044.00  |
| VI     | E-4      | BHS    | 40477       | TRUNNION  | 6   | \$ 2,166.42  |
| VI     | E-4      | BHS    | MPX-4489    | OUTSIDE SHAFT GUARD SIEMENS ALG0000026                  | 17  | \$ 786.42    |
| VI     | E-5      | BHS    | 15631       | BELT VERTICAL W/V-GUIDE HSD SIEMENS GEN 1               | 7   | \$ 716.94    |
| VI     | E-5      | BHS    | 15634       | ROD CONNECTING HSD - 6603-30-05                         | 3   | \$ 483.30    |
| VI     | E-5      | BHS    | 15644       | PADDLE CHAIN & ROD ASSEMBLY LH HSD - 6603-30-34L        | 2   | \$ 1,190.64  |
| VI     | E-5      | BHS    | 15645       | PADDLE CHAIN & ROD ASSEMBLY RH HSD - 6603-30-34R        | 2   | \$ 1,686.66  |
| VI     | E-5      | BHS    | 40474       | ROD, 3/4" DIA. X 24.80" LG.                             | 3   | \$ 323.79    |
| VI     | E-5      | BHS    | 40584       | BACKUP ASSY, DRIVE CHAIN SLOPE PLATE                    | 5   | \$ 3,802.25  |
| VI     | E-5      | BHS    | 40585       | GUIDE, NYLATRON UPPER BACKUP ASSY TRANSNORM             | 1   | \$ 100.93    |
| VI     | E-5      | BHS    | 40586       | GUIDE, NYLATRON LOWER BACKUP ASSY                       | 1   | \$ 84.08     |
| VI     | E-5      | BHS    | 40587       | DRIVE CHAIN GUIDE ASSEMBLY                              | 4   | \$ 3,205.80  |
| VI     | E-5      | BHS    | 66034       | BRKT CHAIN COVER MOUNT                                  | 19  | \$ 1,660.41  |
| VI     | E-FLOOR  | BHS    | 12600       | REDUCER TXT315T- 243252                                 | 3   | \$ 2,253.87  |
| VI     | E-FLOOR  | BHS    | 12615       | REDUCER TXT425T- 244251                                 | 2   | \$ 3,932.30  |
| VI     | E-FLOOR  | BHS    | 13552       | REDUCER QUANTIS- HB682CN180TC                           | 2   | \$ 3,460.64  |
| VI     | E-FLOOR  | BHS    | 40501       | REDUCER QUANTIS- HB482CN180TC                           | 4   | \$ 2,151.36  |
| VI     | E-FLOOR  | BHS    | 40505       | REDUCER QUANTIS- HB382CN140TC                           | 2   | \$ 888.30    |
| VI     | E-FLOOR  | BHS    | 41325       | REDUCER TXT525CTV- 245255                               | 2   | \$ 8,586.88  |
| VI     | F-1      | BHS    | 41380       | B4938S945HC/12/140PG TRANSNORM BELT                     | 4   | \$ 6,396.00  |
| VI     | F-1      | BHS    | 89018       | B5638S9690HC/36/140 TRANSNORM BELT                      | 1   | \$ 3,041.00  |
| VI     | F-FLOOR  | BHS    | 10036       | P61567/140 TAIL PULLEY                                  | 3   | \$ 2,835.00  |
| VI     | F-FLOOR  | BHS    | 40765       | P61567/140 INSIDE DRIVE PULLEY                          | 1   | \$ 1,198.00  |
| VI     | F-FLOOR  | BHS    | 40767       | P49387IO/140 DUAL DRIVE PULLEY                          | 3   | \$ 3,008.40  |
| VI     | F-FLOOR  | BHS    | MPX-1602    | P49387IO/90/24/140I DUAL DRIVE PULLEY                   | 3   | \$ 2,460.00  |
| VI     | F-FLOOR  | BHS    | MPX-3282    | P49387IO/45/12/140IO DUAL DRIVE PULLEY                  | 2   | \$ 1,968.00  |
| VI     | F-FLOOR  | BHS    | MPX-4162    | P49387IO/140 DUAL DRIVE PULLEY                          | 5   | \$ 4,920.00  |
| VI     | F-FLOOR  | BHS    | MPX-4444    | P61567/90/24/140D DRIVE PULLEY                          | 2   | \$ 2,546.00  |
| VI     | F-FLOOR  | BHS    | MPX-4445    | P61567/90/24/140D HELIX TAIL PULLEY                     | 2   | \$ 2,008.00  |
| VI     | F-FLOOR  | BHS    | MPX-4513    | P61567O/140 DRIVE PULLEY                                | 1   | \$ 1,198.00  |
| VI     | G-1      | BHS    | 40866       | B4938S96G60FC/140PG TRANSNORM BELT                      | 9   | \$ 10,597.05 |
| VI     | G-FLOOR  | BHS    | 13138       | MOTOR BARREL ASSY FIRE DOOR                             | 1   | \$ 1,450.00  |
| VI     | G-FLOOR  | BHS    | 14817       | P49387I/90/24/140 HELIX DRIVE PULLEY                    | 2   | \$ 1,968.00  |
| VI     | G-FLOOR  | BHS    | 15095       | P49387I/30/8/140I DRIVE PULLEY                          | 2   | \$ 1,504.00  |
| VI     | G-FLOOR  | BHS    | 15179       | P49387/90/24/140I HELIX TAIL PULLEY                     | 2   | \$ 1,684.00  |
| VI     | G-FLOOR  | BHS    | 16220       | PORTEC SHAFT 1-7/16x57                                  | 1   | \$ 123.29    |
| VI     | G-FLOOR  | BHS    | 20889       | P49387/45/12/140I TAIL PULLEY                           | 4   | \$ 3,368.00  |
| VI     | G-FLOOR  | BHS    | 40766       | P49387O/90/24/140D DRIVE PULLEY                         | 1   | \$ 914.33    |
| VI     | G-FLOOR  | BHS    | 40768       | P49387I/90/24/140 DRIVE PULLEY                          | 2   | \$ 1,968.00  |
| VI     | G-FLOOR  | BHS    | 40769       | P49387/90/24/140D TAIL PULLEY                           | 6   | \$ 3,989.16  |
| VI     | G-FLOOR  | BHS    | MPX-3626    | P49387I/45/12/140I DRIVE PULLEY                         | 3   | \$ 2,214.00  |
| VI     | G-FLOOR  | BHS    | MPX-3860    | 05019040-3900 DRIVE PULLEY                              | 2   | \$ 2,564.22  |
| VI     | G-FLOOR  | BHS    | MPX-4551    | P49387O/140 TAIL PULLEY                                 | 2   | \$ 1,968.00  |
| VI     | H-1      | BHS    | 41384       | B4938S96G90FC/140PG TRANSNORM BELT                      | 1   | \$ 2,926.33  |
| VI     | H-1      | BHS    | 50036       | B4938S96G30HC/8/140PG TRANSNORM BELT                    | 6   | \$ 4,891.86  |
| VI     | H-1      | BHS    | MPX-4300    | B4938S96G45FC/140PG TRANSNORM BELT                      | 8   | \$ 13,377.76 |
| VI     | H-4      | BHS    | 94771       | RED NYLON CABLE LANYARD 250 FT LOOSCO                   | 69  | \$ 28.29     |
| VI     | H-FLOOR  | BHS    | 15098       | P49387/30/8/140I TAIL PULLEY                            | 3   | \$ 1,864.71  |
| VI     | H-FLOOR  | BHS    | 20901       | P49387/90/24/140I HELIX TAIL PULLEY                     | 1   | \$ 686.00    |
| VI     | H-FLOOR  | BHS    | 40567       | DRIVE PULLEY ASSY 10-3/4 X 1-15/16 X 39BG               | 2   | \$ 955.22    |
| VI     | H-FLOOR  | BHS    | 40770       | P49387/140 FLAT TAIL PULLEY                             | 5   | \$ 4,143.85  |
| VI     | H-FLOOR  | BHS    | MPX-4279    | 0501950-3900 TAIL PULLEY                                | 4   | \$ 2,976.00  |
| VI     | H-FLOOR  | BHS    | MPX-4471    | P49387I45/12/140D TAIL PULLEY                           | 3   | \$ 2,526.00  |
| VI     | H-WALL   | BHS    | 40559       | END BRACKET PULLEY AL9016-04-B-39                       | 2   | \$ 863.22    |
| VI     | H-WALL   | BHS    | 60668       | HCD DIVERT BLADE RIGHT HAND ASSEMBLY N55302-024-00002   | 1   | \$ 2,975.29  |
| VI     | H-WALL   | BHS    | 93143       | SAFETY POLYETHYLENE PLASTIC MESH 39"                    | 100 | \$ 920.00    |
| VI     | H-WALL   | BHS    | MPX-1407    | HCD DIVERT BLADE LEFT HAND ASSEMBLY N55302-024-00001DP9 | 1   | \$ 3,671.52  |
| VI     | IFLOOR   | BHS    | 13558       | SPROCKET, #80, 22-TOOTH (DRIVEN) -MODIFIED              | 4   | \$ 558.80    |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description   | Qty | Total Value |
|--------|----------|--------|-------------|--|-----|-------------|
| VI     | I-1      | BHS    | 13523       | SPROCKET, TAPER-LOCK, #80, 16-TOOTH, 2012 BUSHING, HARDENED TEETH, DODGE       | 2   | \$ 91.36    |
| VI     | I-1      | BHS    | 13526       | SPROCKET, TAPER-LOCK, #80, 21-TOOTH, 2517 BUSHING, HARDENED TEETH, DODGE       | 1   | \$ 54.43    |
| VI     | I-1      | BHS    | 14623       | SPROCKET, CHAIN 18T 11.518 PD x 1.4375 BORE                                    | 3   | \$ 817.77   |
| VI     | I-1      | BHS    | 17282       | 10FT DRIVE CHAIN SNGL STRAND #40   | 4   | \$ 194.80   |
| VI     | I-1      | BHS    | 17465       | 10FT DRIVE CHAIN SNGL STRAND #50   | 50  | \$ 334.00   |
| VI     | I-1      | BHS    | 18957       | PORTEC SPROCKET KB 50B27F 1-7/16 KW A TF 27 TEETH - 040927                     | 7   | \$ 178.50   |
| VI     | I-1      | BHS    | 19255       | SPROCKET POLY CHAIN FOR SHORT MERGES   | 2   | \$ 240.92   |
| VI     | I-1      | BHS    | 40580       | SPROCKET 18 TEETH- 80BTL18H  | 10  | \$ 943.10   |
| VI     | I-1      | BHS    | 89019       | B4938S96G180FC/140PG TRANSNORM BELT  | 1   | \$ 4,616.00 |
| VI     | I-1      | BHS    | MXP-4023    | SPROCKET 50BTL30 A TF  | 15  | \$ 586.50   |
| VI     | I-1      | BHS    | MXP-5097    | 5/8 ROLLER CHAIN SPROCKET  | 5   | \$ 187.60   |
| VI     | I-2      | BHS    | 10019       | WASHER FLAT SST 3/8 ID .438 OD 1.000 THK                                       | 13  | \$ 1.69     |
| VI     | I-2      | BHS    | 10938       | MOTOR PROTECTOR 2.5 - 4.0A   | 5   | \$ 207.75   |
| VI     | I-2      | BHS    | 10939       | MOTOR PROTECTOR 6.3-10A  | 4   | \$ 176.88   |
| VI     | I-2      | BHS    | 10970       | SUPP. CKT BRKR 1P 2A TYPE C TRIP, UL489 - 1489-A1C020                          | 1   | \$ 27.12    |
| VI     | I-2      | BHS    | 11946       | MOTOR PROTECTOR4-6.3 A 3PH 460V  | 1   | \$ 41.55    |
| VI     | I-2      | BHS    | 13015       | Hose assy, Hyd, Left   | 2   | \$ 700.00   |
| VI     | I-2      | BHS    | 13532       | CHAIN, LINK, MASTER, RIVETED ROLLER, #100                                      | 2   | \$ 9.20     |
| VI     | I-2      | BHS    | 13573       | 1 POLE, 20 AMP UL489 BREAKER   | 2   | \$ 108.46   |
| VI     | I-2      | BHS    | 14747       | E STOP ASSEM. RED BUTTON   | 2   | \$ 42.84    |
| VI     | I-2      | BHS    | 15154       | CABLE ASSY, INDUCTOR TO CONTACTOR, BIN-06977                                   | 2   | \$ 42.10    |
| VI     | I-2      | BHS    | 15159       | CABLE ASSY, OUPUT FILTER CAP, POS, PWE STN, BIN-06963-001                      | 2   | \$ 51.36    |
| VI     | I-2      | BHS    | 15160       | CABLE, ASSY, OUTPUT FILTER CAP, NEG, PWR STN BIN-06963-002                     | 2   | \$ 51.36    |
| VI     | I-2      | BHS    | 15231       | CHAIN #60 MASTER LINK - 5X302  | 11  | \$ 110.55   |
| VI     | I-2      | BHS    | 15271       | ROLLER CHAIN RC60 5' & #60 SPRING CLIP SLIP FIT CONN LINK                      | 1   | \$ 67.22    |
| VI     | I-2      | BHS    | 15296       | BEARING  | 21  | \$ 61.53    |
| VI     | I-2      | BHS    | 15811       | WSHR FLAT 3/8 M100336  | 35  | \$ 5.25     |
| VI     | I-2      | BHS    | 15818       | OPER PB COLLAR 3653395   | 10  | \$ 47.60    |
| VI     | I-2      | BHS    | 16190       | Countersunk Flange-Mount Ball Transfer General Purpose, 1 Stainless Steel Ball | 44  | \$ 602.36   |
| VI     | I-2      | BHS    | 16414       | PILOT LIGHT CAP AMBER  | 23  | \$ 106.26   |
| VI     | I-2      | BHS    | 16627       | PANEL MOUNT SOUNDER 120VAC 72DB OUTPUT 22.5MM HOLE - 855P-B10LE22              | 1   | \$ 89.53    |
| VI     | I-2      | BHS    | 17225       | #40 SNGL STRAND OFFSET LINK  | 18  | \$ 36.72    |
| VI     | I-2      | BHS    | 17236       | #40 SNGL STRAND CHAIN CONNECTING LINK  | 8   | \$ 5.20     |
| VI     | I-2      | BHS    | 17428       | #50 SNGL STRAND OFFSET LINK  | 15  | \$ 21.15    |
| VI     | I-2      | BHS    | 21209       | 120PSB Miniature Light Bulb T2 Slide 120V                                      | 68  | \$ 176.12   |
| VI     | I-2      | BHS    | 21561       | LOW PROFILE MINI SOUNDER SIREN LP4-09-028                                      | 1   | \$ 150.00   |
| VI     | I-2      | BHS    | 21721       | ACTUATOR AUTOLEVEL SL24-17A8-049F TK   | 1   | \$ 300.00   |
| VI     | I-2      | BHS    | 22475       | CIRCUIT BREAKER 10A 1 POLE 277V  | 1   | \$ 27.12    |
| VI     | I-2      | BHS    | 28500       | SCR CAP 5/8-11X6 HEX GR5   | 38  | \$ 95.38    |
| VI     | I-2      | BHS    | 29617       | Wire Landyard Clip, U-Bolt3/16in   | 18  | \$ 76.14    |
| VI     | I-2      | BHS    | 2ZDK1       | 100 FT DOUBLE LOOP CHAIN, 3 TRADE SIZE, 90 LB WORKING LOAD                     | 85  | \$ 124.95   |
| VI     | I-2      | BHS    | 33406       | NUT 5/8-11 HEX   | 23  | \$ 10.35    |
| VI     | I-2      | BHS    | 33805       | WRAPAROUND ROPE CLEAT 1/4 DIA  | 10  | \$ 27.70    |
| VI     | I-2      | BHS    | 36004       | 3/8" x 2-1/2" LDT Self Threading Anchor for Concrete                           | 17  | \$ 18.70    |
| VI     | I-2      | BHS    | 40475       | PULLEY ADJUSTER ALJ1-9400-135-10 SIEMENS                                       | 10  | \$ 914.10   |
| VI     | I-2      | BHS    | 40578       | CHAIN 2080/2082 DBL STRND MASTER LINK  | 23  | \$ 91.54    |
| VI     | I-2      | BHS    | 45001       | Saft LS-14500 AA 3.6V Lithium Battery - non Rechargeable                       | 3   | \$ 25.95    |
| VI     | I-2      | BHS    | 50175       | NUT 3/4-10 HEX NYLOC   | 2   | \$ 2.18     |
| VI     | I-2      | BHS    | 50227       | NUT LOCK SST 3/8-16 NYL INSR   | 41  | \$ 12.71    |
| VI     | I-2      | BHS    | 60038       | SCREW CAP GR5 1/2-13X1 1/2 HEXHD   | 38  | \$ 23.56    |
| VI     | I-2      | BHS    | 60055       | WSHR FLAT 3/4  | 4   | \$ 7.04     |
| VI     | I-2      | BHS    | 74425       | CONNECTING LINK FOR ANSI NUMBER 60 ULTRA-FLEXIBLE ROLLER CHAIN                 | 7   | \$ 18.83    |
| VI     | I-2      | BHS    | 83800       | ROD END 5/8-11 RH X 9 FULL THRD ZP   | 7   | \$ 249.20   |
| VI     | I-2      | BHS    | 83801       | ROD END 5/8-11 LH X 9 FULL THRD ZP   | 11  | \$ 398.86   |
| VI     | I-2      | BHS    | 92371       | Nut Hex Lock Nyloc Low M6  | 22  | \$ 0.22     |
| VI     | I-2      | BHS    | 98040       | Screw HS M8 X 40 ISO4762/DIN912  | 24  | \$ 1.44     |
| VI     | I-2      | BHS    | MXP-2045    | CHAIN 2080/2082 DBL STRND OFFSET LINK  | 3   | \$ 37.56    |
| VI     | I-2      | BHS    | MXP-2053    | LEFT EYE BOLT 1/2-13 X4" 3/8"  | 19  | \$ 226.67   |
| VI     | I-2      | BHS    | MXP-2655    | RIGHT EYE BOLT 1/2-13 X4" 3/8"   | 9   | \$ 104.13   |
| VI     | I-2      | BHS    | MXP-3970    | ALLEN BRADLEY  | 10  | \$ 153.20   |
| VI     | I-3      | BHS    | 10068       | RELAY 2-POLE DT 24VAC 3A   | 1   | \$ 24.00    |
| VI     | I-3      | BHS    | 13540       | SURGE SUPPRESSOR   | 7   | \$ 301.91   |
| VI     | I-3      | BHS    | 13972       | PHOTO EYE QUICK DISC - 42GRU-9202 QD   | 9   | \$ 629.82   |
| VI     | I-3      | BHS    | 14738       | CONTACTOR, 500A 9-36 VDC, SPST-NO, 1N/O  | 1   | \$ 193.50   |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description   | Qty | Total Value |
|--------|----------|--------|-------------|--|-----|-------------|
| VI     | I-3      | BHS    | 14759       | FUSE, OUTPUT, 300A, ISOV WITH TRIGGER  | 3   | \$ 228.99   |
| VI     | I-3      | BHS    | 14818       | LIMIT SWITCH 30MM ADJ SS ROD LEVER FIRE DOOR   | 5   | \$ 189.95   |
| VI     | I-3      | BHS    | 15801       | SWITCH, Momentary / Maintained / Momentary Non-Illuminated Selector Switch Operator, | 8   | \$ 100.80   |
| VI     | I-3      | BHS    | 15806       | Contact Block 22 mm 1  | 10  | \$ 70.00    |
| VI     | I-3      | BHS    | 15819       | BLOCK CONTACT, XB5 1 NO ADD ON 3467200   | 12  | \$ 156.00   |
| VI     | I-3      | BHS    | 15828       | BLOCK CONTACT XB5 1 NC ADD ON 3647201  | 4   | \$ 22.00    |
| VI     | I-3      | BHS    | 16401       | SWITCH 3POS NON-ILL WHT KNOB SPRING RETURN   | 3   | \$ 64.53    |
| VI     | I-3      | BHS    | 19487       | SENSOR PHOTOEYE 42GRU-9203-QD1 ALLEN BRADLEY   | 6   | \$ 476.88   |
| VI     | I-3      | BHS    | 19652       | 1 1/4 SQUARE REFLECTOR   | 33  | \$ 495.00   |
| VI     | I-3      | BHS    | 21546       | SENSOR PROX INDUCTIVE-18MM 12-48VDC NO PNP 2M CABLE                                  | 1   | \$ 90.00    |
| VI     | I-3      | BHS    | 21662       | PUSHBUTTONCONT. 1 N.C 22MM 2552263   | 1   | \$ 5.00     |
| VI     | I-3      | BHS    | 21664       | CONTACT BLOCK 1 NO   | 7   | \$ 28.00    |
| VI     | I-3      | BHS    | 40702       | REFLECTOR ASSEMBLY- REF DWG ALRE9290 FOR COMPONENT                                   | 2   | \$ 98.64    |
| VI     | I-3      | BHS    | 41122       | PUSHBUTTON ILLUM. 24V-LED SQ-D ZB4BW0B45   | 5   | \$ 150.00   |
| VI     | I-3      | BHS    | 41131       | SENSOR, PROX, INDUCTIVE, 18MM SQ-D XS1-N18PB349TF                                    | 4   | \$ 205.36   |
| VI     | I-3      | BHS    | 41132       | SWITCH LIMIT RECEPTACLE CH #E47BS05  | 1   | \$ 65.00    |
| VI     | I-3      | BHS    | 60394       | LIMIT SWITCH ACTUATOR HEAD CSA   | 7   | \$ 180.46   |
| VI     | I-3      | BHS    | 61238       | REFLECTOR PHOTOEYE 3" ROUND DIA  | 17  | \$ 510.00   |
| VI     | I-4      | BHS    | 10062       | ATR CONTROL CABINET STACK LIGHT  | 2   | \$ 461.10   |
| VI     | I-4      | BHS    | 10132       | CORD COMM CAN SICK KD5-SCM120.5YM12 Y-CABLE  | 5   | \$ 164.60   |
| VI     | I-4      | BHS    | 15362       | CAN CABLE (0.7 METERS) - 6021164   | 15  | \$ 424.20   |
| VI     | I-4      | BHS    | 15365       | ATR CAN CABLE ( 3 METERS) - 6021165  | 10  | \$ 315.90   |
| VI     | I-4      | BHS    | 15369       | Y-CABLE TO EEPROM 0.4M SICK - 6027647  | 8   | \$ 303.28   |
| VI     | I-4      | BHS    | 21249       | RECON ROOM SCAN GUN  | 2   | \$ 392.50   |
| VI     | I-4      | BHS    | 41315       | SCAN GUN BASE  | 12  | \$ 540.00   |
| VI     | I-4      | BHS    | MXP-1855    | FAN SET HP (SERVER FAN)  | 11  | \$ 950.29   |
| VI     | I-4      | BHS    | MXP-2258    | POWER SUPPLY AC-DC 24V   | 4   | \$ 1,378.48 |
| VI     | I-4      | BHS    | MXP-3636    | Fan Blower ATR Assembly  | 1   | \$ 450.48   |
| VI     | I-4      | BHS    | MXP-4310    | ATR FAN FILTER   | 62  | \$ 308.14   |
| VI     | I-5      | BHS    | 16000       | PHOTOEYE WL2000-B5300 SICK - 7023047   | 4   | \$ 298.68   |
| VI     | I-5      | BHS    | 20036       | SICK INCREMENTAL ENCODER DFS21A-KCBAZ000S01  | 4   | \$ 1,248.00 |
| VI     | I-5      | BHS    | 34400       | HCD DIVERT BLADE COVER MOD KIT N55302-344-00001                                      | 1   | \$ 112.25   |
| VI     | I-5      | BHS    | MXP-1622    | INCREMENTAL ENCODER DFS25A-A2BAE000050 VDC 8-30V                                     | 4   | \$ 1,255.88 |
| VI     | I-5      | BHS    | MXP-3314    | DIMENSION SCANNER  | 1   | \$ 6,062.08 |
| VI     | I-5      | BHS    | MXP-4396    | ATR BARCODE SCANNER CLV691 SICK  | 2   | \$ 5,226.08 |
| VI     | I-END    | BHS    | 90647       | Mounting Strip   | 5   | \$ 101.30   |
| VI     | I-FLOOR  | BHS    | 13527       | SPROCKET, TAPER-LOCK, #80, 22-TOOTH, 2517 BUSHING, HARDENED TEETH, DODGE             | 2   | \$ 95.74    |
| VI     | I-FLOOR  | BHS    | 13528       | SPROCKET, TAPER-LOCK, #80, 23-TOOTH, 2517 BUSHING, HARDENED TEETH, DODGE             | 4   | \$ 346.92   |
| VI     | I-FLOOR  | BHS    | 13529       | SPROCKET, TAPER-LOCK, #80, 24-TOOTH, 2517 BUSHING, HARDENED TEETH, DODGE             | 2   | \$ 117.82   |
| VI     | I-FLOOR  | BHS    | 13530       | SPROCKET, TAPER-LOCK, #100, HRD, 17-TOOTH, DODGE                                     | 2   | \$ 132.72   |
| VI     | I-FLOOR  | BHS    | 13554       | SPROCKET, DBL TAPERLOCK, #80, 17-TOOTH - MODIFIED W/ BUSH (CATERPILLAR IDLER)        | 4   | \$ 596.52   |
| VI     | I-FLOOR  | BHS    | 13555       | SPROCKET, DBL TAPERLOCK, #80, 17-TOOTH (CATERPILLAR DRIVER)                          | 4   | \$ 364.00   |
| VI     | I-FLOOR  | BHS    | 13556       | SPROCKET, DBL TAPERLOCK, #80, 19-TOOTH - MODIFIED W/ BUSH (CATERPILLAR DRIVEN)       | 4   | \$ 593.48   |
| VI     | I-FLOOR  | BHS    | 18955       | SPROCKET 50 B 40 TEETH 1-11/16 KW A TF - 040277                                      | 2   | \$ 162.06   |
| VI     | I-FLOOR  | BHS    | 25908       | TAPER-LOCK BUSHING-BORE SPROCKET FOR ANSI 60 CHAIN, 22 TEETH, FOR BUSHING STYLE 2012 | 2   | \$ 150.44   |
| VI     | I-FLOOR  | BHS    | 25909       | TAPER-LOCK BUSHING-BORE SPROCKET FOR ANSI 60 CHAIN, 15 TEETH FOR BUSHING STYLE 1610  | 6   | \$ 288.24   |
| VI     | I-FLOOR  | BHS    | 41287       | SPROCKET 80 BTB 27 TEETH 2517  | 4   | \$ 371.36   |
| VI     | I-FLOOR  | BHS    | 60867       | SPROCKET, TAPER-LOCK, HARDENED, 60BTL30H-2012N04865-00579                            | 3   | \$ 115.65   |
| VI     | J-1      | BHS    | 10673       | SHEAVE TAPER LOCK 1610 1A6.0B6.4   | 2   | \$ 32.78    |
| VI     | J-1      | BHS    | 10853       | BEARING 4-BOLT FLANGE ID 1-15/16   | 12  | \$ 1,716.00 |
| VI     | J-1      | BHS    | 12099       | BEARING 3-BOLT FLANGE ID 1-7/16 - 020675   | 10  | \$ 370.30   |
| VI     | J-1      | BHS    | 13549       | CHAIN, SINGLE, RIVETED ROLLER, #80 X 68 LG   | 28  | \$ 689.36   |
| VI     | J-1      | BHS    | 40455       | BEARING PILLOW BLOCK AL223-3020 SIEMENS  | 5   | \$ 336.80   |
| VI     | J-1      | BHS    | 40463       | BEARING FLANGED 1-1/2" BORE  | 8   | \$ 243.28   |
| VI     | J-1      | BHS    | 40507       | BEARING 2 BOLT FLANGE 1-11/16  | 4   | \$ 548.92   |
| VI     | J-1      | BHS    | 60337       | NIPPON PILLOW BLOCK FYH  | 4   | \$ 600.00   |
| VI     | J-1      | BHS    | 60699       | BEARING FL 3B 1-7/16 FBMH-23T SKWZ LOCK010919  | 2   | \$ 180.20   |
| VI     | J-1      | BHS    | MXP-4257    | BEARING ROLLER BS2-2210-2RSK SKF N04933-00010  | 10  | \$ 5,331.50 |
| VI     | J-2      | BHS    | 10161       | BEARING MCGILL CAM FOLLOWER V BELT IDLER   | 10  | \$ 234.40   |
| VI     | J-2      | BHS    | 10739       | BUSHING SH X 1-1/8-KW - 120355   | 5   | \$ 48.05    |
| VI     | J-2      | BHS    | 11363       | BEARING BALL ID 1-7/16 X OD 2-3/16 X 3/8 HSD - KP47BFS464                            | 6   | \$ 1,846.20 |
| VI     | J-2      | BHS    | 11368       | SELF ALIGNING BALL BEARING TORRINGTON KP23B FS464 HSD                                | 7   | \$ 1,409.66 |
| VI     | J-2      | BHS    | 12622       | SHEAVE 3V 2GRV QD SH - 3.35 OD   | 3   | \$ 84.75    |
| VI     | J-2      | BHS    | 13513       | TAPER-LOCK BUSHING 1610X1 3/8-KW   | 2   | \$ 12.38    |

## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description   | Qty | Total Value |
|--------|----------|--------|-------------|--|-----|-------------|
| VI     | J-2      | BHS    | 13514       | 50B12F-1 ROLLER CHAIN BUSHING FOR ROLL UP DOORS                            | 2   | \$ 22.38    |
| VI     | J-2      | BHS    | 13515       | BUSHING, TAPER-LOCK, 1610, 1-7/16 DIA BORE, W/KEYWAY, DODGE                | 2   | \$ 15.48    |
| VI     | J-2      | BHS    | 13517       | BUSHING, TAPER-LOCK, 2012, 1-11/16 BORE, W/KEYWAY, DODGE                   | 2   | \$ 37.60    |
| VI     | J-2      | BHS    | 13518       | BUSHING, TAPER-LOCK, 2517, 1-11/16 BORE, W/KEYWAY, DODGE                   | 2   | \$ 21.52    |
| VI     | J-2      | BHS    | 13519       | BUSHING, TAPER-LOCK, 2517, 1-15/16 BORE, W/KEYWAY                          | 2   | \$ 21.52    |
| VI     | J-2      | BHS    | 13521       | BUSHING, TAPER-LOCK, 2517, 2-1/8 DIA BORE, W/KEYWAY, DODGE                 | 2   | \$ 21.52    |
| VI     | J-2      | BHS    | 13546       | BUSHING, TAPER-LOCK, 2517, 1-15/16 DIA BORE, W/KEYWAY (CATERPILLAR DRIVER) | 7   | \$ 75.32    |
| VI     | J-2      | BHS    | 13547       | BUSHING, TAPER-LOCK, 2012, 1-5/8 DIA BORE, W/KEYWAY (DRIVER)               | 6   | \$ 52.50    |
| VI     | J-2      | BHS    | 15161       | BUSHING, TAPER LOCK, TL1108 X 15/16 SIEMENS AL260-0111                     | 18  | \$ 190.98   |
| VI     | J-2      | BHS    | 17449       | BEARING DODGE 2BPB SC X 3/4 HSD  | 15  | \$ 597.90   |
| VI     | J-2      | BHS    | 18973       | BEARING 2 BOLT FLANGE 1-7/16 E-LOCK  | 1   | \$ 39.72    |
| VI     | J-2      | BHS    | 20619       | BEARING SKF#6006-2RS1 C3(SKF)  | 15  | \$ 311.55   |
| VI     | J-2      | BHS    | 20622       | BEARING TYPE 6013 2RS1/C3 VANDERLANDE                                      | 13  | \$ 260.00   |
| VI     | J-2      | BHS    | 22221       | S10PP2 - AL223-8211 - BEARING TORRINGTON BALL S10PP2 / NTN R16LLB/2AS HSD  | 22  | \$ 1,419.66 |
| VI     | J-2      | BHS    | 26007       | BSHG TL 2517 X 7/8 DX260-0710XX  | 2   | \$ 33.26    |
| VI     | J-2      | BHS    | 40450       | BEARING. BALL, 6205 2RS, 52MM X 25MM X 15MM                                | 11  | \$ 222.42   |
| VI     | J-2      | BHS    | 40459       | 1" BUSHING TAPER LOCK DODGE 117164   | 8   | \$ 64.40    |
| VI     | J-2      | BHS    | 40461       | 1-1/2" BUSHING TAPER LOCK DODGE 110956                                     | 12  | \$ 109.20   |
| VI     | J-2      | BHS    | 40462       | PULLEY MOUNTING ADAPTER  | 3   | \$ 1,448.67 |
| VI     | J-2      | BHS    | 41298       | BUSHING DODGE #120402 QD SDS X 1-3/8                                       | 9   | \$ 38.88    |
| VI     | J-2      | BHS    | 41341       | BSHG TL 1108 X 7/8   | 36  | \$ 122.04   |
| VI     | J-2      | BHS    | 57095       | TAPER-LOCK BUSHING, STYLE 1610, FOR 1-7/16 SHAFT DIAMETER                  | 3   | \$ 58.11    |
| VI     | J-2      | BHS    | 60700       | BUSHING TL, 1610 X 1-1/4N06500-31610                                       | 13  | \$ 102.70   |
| VI     | J-2      | BHS    | 60838       | ROLLER BEARING 2207C-2CS/VT1898N04933-00006                                | 21  | \$ 2,309.37 |
| VI     | J-2      | BHS    | 61024       | SPROCKET TAPERLOCK 15 TEETH  | 5   | \$ 159.85   |
| VI     | J-2      | BHS    | 61128       | M/G SH 7/8 Shaft Bushing   | 9   | \$ 131.13   |
| VI     | J-2      | BHS    | 61526       | M/G 1210 7/8 Shaft Bushing   | 15  | \$ 166.65   |
| VI     | J-2      | BHS    | 70958       | TAPER-LOCK BUSHING, STYLE 2012, FOR 1-7/16" SHAFT DIAMETER                 | 4   | \$ 52.40    |
| VI     | J-2      | BHS    | MXP-3711    | BEARING 6205-2ZR C3  | 15  | \$ 85.95    |
| VI     | J-3      | BHS    | 10077       | BEARING 2 BOLT FLANGE 1-7/16   | 3   | \$ 112.20   |
| VI     | J-3      | BHS    | 14065       | SHEAVE 3V 3.65 OD 2 GROOVE QDSH - 455130                                   | 4   | \$ 108.04   |
| VI     | J-3      | BHS    | 41294       | SHEAVE 3V 2GRV QD JA-3.00 OD   | 7   | \$ 147.84   |
| VI     | J-3      | BHS    | 41340       | SHEAVE SERP TL6J2.24 1108  | 22  | \$ 569.58   |
| VI     | J-3      | BHS    | 60543       | M/G- AK30 1/2 Transmission Pulley  | 4   | \$ 58.64    |
| VI     | J-3      | BHS    | 61653       | M/G 2 3V 315 TB Transmission Pulley  | 10  | \$ 360.50   |
| VI     | J-3      | BHS    | MXP-2070    | RADIAL BEARING DOUBLE SEALED 6207 2RS/C3                                   | 12  | \$ 164.76   |
| VI     | J-3      | BHS    | MXP-3646    | Bushing 1-1/8  | 10  | \$ 81.00    |
| VI     | J-3      | BHS    | MXP-4024    | BUSHING TL 2012 X 1-7/16   | 15  | \$ 510.00   |
| VI     | J-4      | BHS    | 10672       | SHEAVE TAPER LOCK 1610 1A5.2B5.6   | 2   | \$ 27.58    |
| VI     | J-4      | BHS    | 14068       | SHEAVE 3V 4.75 OD 2 GROOVE QDSH - 455133                                   | 8   | \$ 310.72   |
| VI     | J-4      | BHS    | 14070       | SHEAVE 3V 5.3 OD 2 GROOVE QDSH - 455135                                    | 8   | \$ 215.12   |
| VI     | J-4      | BHS    | 40837       | SHEAVE 3V 2 GRV 1610 TL- 5.30 OD #112194                                   | 5   | \$ 131.75   |
| VI     | J-4      | BHS    | MXP-4344    | CAROUSEL BEARING CAP   | 157 | \$ 221.37   |
| VI     | J-5      | BHS    | 23023       | CAP BEARING 1-11/16 SNAP-ON YELLOW   | 175 | \$ 1,741.25 |
| VI     | J-5      | BHS    | 23024       | CAP BEARING 1-15/16 SNAP-ON YELLOW   | 79  | \$ 778.15   |
| VI     | J-5      | BHS    | 23025       | CAP BEARING 1-7/16 SNAP-ON YELLOW ECC-23                                   | 85  | \$ 719.10   |
| VI     | J-5      | BHS    | 25992       | BEARING CAP DODGE EC-209   | 136 | \$ 356.32   |
| VI     | J-FLOOR  | BHS    | 14099       | BRG W/CAP FB-27 27   | 3   | \$ 199.98   |
| VI     | J-FLOOR  | BHS    | 23014       | BEARING 2-BOLT FLANGE 1-15/16 SEALMASTER SKWEZLOC                          | 4   | \$ 108.40   |
| VI     | J-FLOOR  | BHS    | 40512       | BRG SLMSTR SKWZ-LOC 3BFB-1 7/16 MH PLUG                                    | 9   | \$ 1,166.94 |
| VI     | J-FLOOR  | BHS    | 60340       | 2 PILLOW BLOCK BEARING (TK)  | 4   | \$ 560.00   |
| VI     | K-3      | BHS    | 14748       | FERRAZ SHAWMUT FUSE 700V 100A  | 3   | \$ 179.76   |
| VI     | K-3      | BHS    | 15695       | 15A Time Delay Fiberglass Fuse FRN-R-15A                                   | 23  | \$ 187.91   |
| VI     | K-3      | BHS    | 19136       | FUSE 50A 600VAC LOW PEAK TIME DELAY INDICATING                             | 6   | \$ 178.08   |
| VI     | K-3      | BHS    | 21201       | FUSE RK5 SER FRN-R-5 A 250 VAC/125VDC                                      | 14  | \$ 129.36   |
| VI     | K-3      | BHS    | 21202       | FUSE, RK5, SER FRN-R-6 A 250 VAC/125VDC                                    | 20  | \$ 188.60   |
| VI     | K-3      | BHS    | 21203       | FUSE, CLASS CC, TD, 600 VAC, 10 A  | 44  | \$ 739.64   |
| VI     | K-3      | BHS    | 21212       | FUSE 15A 600VAC LOW PEAK TIME DELAY - LPJ-15SP                             | 13  | \$ 123.37   |
| VI     | K-3      | BHS    | 21218       | FUSE 25A 600VAC LOW PEAK TIME DELAY - LPJ-25SP                             | 6   | \$ 218.40   |
| VI     | K-3      | BHS    | 21227       | FUSE 7A 600VAC LOW PEAK TIME DELAY BUSS LPJ-7SP                            | 80  | \$ 2,720.00 |
| VI     | K-3      | BHS    | 21262       | FUSE INDICATING LPS-RK-70SP 70AMP 600 AC/DC                                | 10  | \$ 576.20   |
| VI     | K-3      | BHS    | 21486       | ACG 1AMP Fuse  | 90  | \$ 50.40    |
| VI     | K-3      | BHS    | 60384       | FUSE 20A 600VAC LOW PEAK TIME DELAY, LPJ-20SP                              | 56  | \$ 412.72   |
| VI     | K-3      | BHS    | 95010       | ATDR 1-1/4 Time Delay Fuse   | 78  | \$ 547.56   |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number      | Item Description   | Qty | Total Value  |
|--------|----------|--------|------------------|--|-----|--------------|
| VI     | K-3      | BHS    | LP-CC-20         | FUSE, CLASS CC, TD, 600 VAC, 20 A                          | 12  | \$ 171.60    |
| VI     | K-4      | BHS    | 21206            | FUSE 10A 600VAC LOW PEAK TIME DELAY - LPJ-10SP             | 50  | \$ 480.50    |
| VI     | K-4      | BHS    | 21210            | FUSE 12A 600VAC LOW PEAK TIME DELAY - LPJ-12SP             | 33  | \$ 687.39    |
| VI     | K-4      | BHS    | 21221            | BP/GMA-3A 3 AMP GLASS FAST ACTING FUSE                     | 27  | \$ 14.85     |
| VI     | K-4      | BHS    | 40666            | FUSE 40A 600VAC LOW PEAK TIME DELAY                        | 33  | \$ 609.84    |
| VI     | K-4      | BHS    | 60655            | FUSE, 600V 1.25A CC MOTOR DUTY                             | 30  | \$ 395.70    |
| VI     | K-FLOOR  | BHS    | 15186            | GUARD, CHAIN HSD PADDLE, ALH-0000-015                      | 1   | \$ 1,084.04  |
| VI     | L-1      | BHS    | 15054            | TRANSNORM UPPER GUIDE ASSEMBLY                             | 28  | \$ 363.16    |
| VI     | L-1      | BHS    | 15055            | TRANSNORM LOWER GUIDE ASSEMBLY                             | 20  | \$ 255.40    |
| VI     | L-1      | BHS    | 40870            | TRANSNORM 1 7/16 TROMMELLAGER ASSEMBLY                     | 15  | \$ 2,758.50  |
| VI     | L-2      | BHS    | 22391            | CABLE SCANNER MODEL CL 7FT COILED                          | 25  | \$ 541.50    |
| VI     | L-2      | BHS    | 41362            | DMI 530 TUBE MOTOR   | 6   | \$ 8,100.00  |
| VI     | L-2      | BHS    | 50143            | SIEMENS CIRCUIT BREAKER HJD63F400                          | 1   | \$ 2,294.26  |
| VI     | L-2      | BHS    | 89023            | FIREDOOR TUBE MOTOR DMI 660                                | 4   | \$ 5,400.00  |
| VI     | L-3      | BHS    | 16728            | CABLE CORD SET YELLOW 3-PIN MINI R/ANGLE HSD PR 16728      | 12  | \$ 125.52    |
| VI     | L-3      | BHS    | 18840            | HCD BEARING FLANGE 1-7/16 N00001-21377                     | 12  | \$ 907.80    |
| VI     | L-3      | BHS    | 20615            | SHOCK ABSORBER ENIDINE #OEMXT 1.5MX2 (MF22191)             | 7   | \$ 1,404.83  |
| VI     | L-3      | BHS    | 41311            | BEARING, 6202-RS FOR TRANSNORM GUIDE ROLLERS               | 403 | \$ 415.09    |
| VI     | L-4      | BHS    | 40606            | SHEAVE 3V 2GRV QD SK - 10.60 OD                            | 4   | \$ 429.72    |
| VI     | L-4      | BHS    | MPX-1440         | 60 RIV ROLLER CHAIN 60 3/4 PITCH 10ft                      | 37  | \$ 288.60    |
| VI     | L-4      | BHS    | MPX-1714         | DISCONNECT SWITCH 3 POLE, 30 A MD3304X                     | 2   | \$ 189.64    |
| VI     | L-FLOOR  | BHS    | 15058            | TRANSNORM INNER BEARING SUPPORT                            | 14  | \$ 639.80    |
| VI     | L-FLOOR  | BHS    | 15061            | OUTER BEARING HOUSING 031289                               | 18  | \$ 1,395.72  |
| VI     | L-FLOOR  | BHS    | 20669            | TRANSNORM OUTER FINGER GUARD                               | 6   | \$ 399.78    |
| VI     | L-FLOOR  | BHS    | 31289            | TRANSNORM OUTER BEARING HOUSING                            | 14  | \$ 1,066.80  |
| VI     | M-1      | BHS    | 23371            | TAPER DRUM MOTOR TM127B30-410                              | 3   | \$ 5,537.28  |
| VI     | M-1      | BHS    | 40476            | BAR RND HRS 3/4 DIA J1-9400-135-15-A                       | 3   | \$ 603.63    |
| VI     | M-1      | BHS    | MPX-1671         | TIE ROD ASSEMBLY VSU                                       | 3   | \$ 1,412.49  |
| VI     | M-2      | BHS    | 002746-00025     | Ring retaining shaft A25 DIN471 Ck 75                      | 20  | \$ 0.80      |
| VI     | M-2      | BHS    | 13531            | SPROCKET TL30H150 DODGE 113670                             | 2   | \$ 176.72    |
| VI     | M-2      | BHS    | 17149            | BEARING FLANGE 1-11/16 SFT 27G                             | 11  | \$ 654.50    |
| VI     | M-2      | BHS    | 40454            | VSU WRAP SPRING CLUTCH BRAKE 300-12-072                    | 3   | \$ 15,927.27 |
| VI     | M-2      | BHS    | 40465            | ROD END BRG LEFT HAND 3/4-16 INCH (SEAL MASTER CFF-12T)    | 7   | \$ 205.24    |
| VI     | M-2      | BHS    | 40466            | ROD END BRG RIGHT HAND (SEAL MASTER CFF-12T)               | 19  | \$ 561.64    |
| VI     | M-2      | BHS    | 40467            | CLUTCH MOUNTING PLATE                                      | 4   | \$ 614.60    |
| VI     | M-2      | BHS    | 40470            | PHOTOELECTRIC SENSOR-POLARIZED REFLEX                      | 2   | \$ 258.64    |
| VI     | M-2      | BHS    | 40472            | SENSOR PROXIMITY ALB 872C-A10N18-N3                        | 17  | \$ 1,859.80  |
| VI     | M-2      | BHS    | 40478            | CLAMP BAR  | 5   | \$ 131.70    |
| VI     | M-2      | BHS    | 40555            | SHAFT, DRIVE 2" DIA X 13" LG.                              | 4   | \$ 561.92    |
| VI     | M-2      | BHS    | 40724            | FUSED TERMINAL, 10 AMP, 250V, DIN RAIL MOUNTED, W/         | 12  | \$ 97.92     |
| VI     | M-2      | BHS    | 95004            | Washer Thrust BRZ 1-1/8ID X 1-7/8                          | 32  | \$ 213.44    |
| VI     | M-2      | BHS    | 95011            | Bushing SLV Composite 1.125 X BMT 182203                   | 53  | \$ 582.47    |
| VI     | M-2      | BHS    | N55302-619-00001 | Connecting rod   | 10  | \$ 5,448.60  |
| VI     | M-3      | BHS    | 13563            | NYLON WEBBING, 1 WIDE X 50 YDS LG 6000# RATING             | 470 | \$ 385.40    |
| VI     | M-3      | BHS    | 38381            | SHOCK-ABSORBING ROPE 3/8 DIAMETER                          | 8   | \$ 419.20    |
| VI     | M-3      | BHS    | 90010            | Pintle Pallet Support Assembly Model 7100                  | 27  | \$ 1,170.72  |
| VI     | M-3      | BHS    | 95005            | HHCS 1/2-13 X 1-1/2  | 50  | \$ 52.50     |
| VI     | M-3      | BHS    | 95006            | HHCS 5/8-11 X3-3/4   | 5   | \$ 8.90      |
| VI     | M-3      | BHS    | 95007            | NUT NYLON INSERT (NYLOC) 5/8-11                            | 92  | \$ 42.32     |
| VI     | M-3      | BHS    | 95008            | Wheel Spacer (AL7344)                                      | 36  | \$ 130.32    |
| VI     | M-3      | BHS    | 95012            | Strap Mounting Clip 7345                                   | 48  | \$ 304.32    |
| VI     | M-4      | BHS    | 34082            | MANUAL ENCODE STATION HAND SCANNERS W/ CABLE               | 5   | \$ 2,015.25  |
| VI     | M-4      | BHS    | MPX-4670         | CLUTCH BRAKE TIMER   | 5   | \$ 813.80    |
| VI     | M-4      | BHS    | MPX-4917         | FLOWTURN UPPER & LOWER GUIDE KIT                           | 11  | \$ 6,633.00  |
| VI     | M-FLOOR  | BHS    | 40464            | PUL VAN DER GRAAF RTM160B30-415GV 177FPM                   | 4   | \$ 17,833.92 |
| VI     | M-FLOOR  | BHS    | MPX-1672         | ACTUATING ROD VSU  | 2   | \$ 733.70    |
| VI     | N-1      | BHS    | 13580            | G&T CAROUSEL SLOPE PLATE LOWER WHEEL ASSEMBLY              | 278 | \$ 4,303.44  |
| VI     | N-1      | BHS    | 13581            | G&T CAROUSEL SLOPE PLATE UPPER WHEEL ASSEMBLY              | 245 | \$ 5,394.90  |
| VI     | N-2      | BHS    | 13643            | SENSOR PROX 18MM DC PNP XS5                                | 5   | \$ 308.45    |
| VI     | N-2      | BHS    | 15150            | PROXIMITY SENSOR TELEMECANIQUE XS1N18PA349D                | 12  | \$ 1,772.28  |
| VI     | N-2      | BHS    | 15608            | SENSOR, COL, HI-RES CABLE ONLY                             | 2   | \$ 178.00    |
| VI     | N-2      | BHS    | 17530            | HSD PADDLE FRAME WELDMENT MTALH-0000-018                   | 1   | \$ 3,707.40  |
| VI     | N-2      | BHS    | 20610            | HCD THRUST WASHER N02006-00001                             | 17  | \$ 661.81    |
| VI     | N-2      | BHS    | 21397            | Cable Sensor M12 Male 4PIN Straight/ M12 Female 4PIN 90DEG | 5   | \$ 168.75    |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number      | Item Description  | Qty | Total Value  |
|--------|----------|--------|------------------|---|-----|--------------|
| VI     | N-2      | BHS    | 38382            | SHEAVE 3V 2GRV QD SH - 3.35 OD                                      | 16  | \$ 61.76     |
| VI     | N-2      | BHS    | 38383            | 3PDT 10A Relay 24vdc, LED & Test Button N02004-10005                | 20  | \$ 77.20     |
| VI     | N-2      | BHS    | 41128            | STR, TRANS, SURGE MODULE, SQ-D 9999ST1                              | 1   | \$ 155.00    |
| VI     | N-2      | BHS    | 55528            | Mounting Shaft  | 2   | \$ 65.14     |
| VI     | N-2      | BHS    | 72744            | ULTRA-FLEXIBLE ROLLER CHAIN, ANSI NUMBER 60, 3/4 PITCH, 3 FEET LONG | 2   | \$ 119.22    |
| VI     | N-2      | BHS    | 90412            | Screw HS Countersunk FT M6X25                                       | 24  | \$ 0.72      |
| VI     | N-2      | BHS    | 90630            | HCD KEYWAY N02009-00001   | 30  | \$ 166.50    |
| VI     | N-2      | BHS    | 92764            | Washer Lock Spring M8 DIN127B Steel ZP                              | 169 | \$ 1.69      |
| VI     | N-2      | BHS    | 92768            | Washer Lock Spring M6   | 14  | \$ 0.14      |
| VI     | N-2      | BHS    | 96240            | Bearing Housing   | 3   | \$ 98.91     |
| VI     | N-2      | BHS    | 98535            | 1095 SPRING STEEL MACHINE KEY STOCK, 3/8 X 3/8, 12"                 | 4   | \$ 27.32     |
| VI     | N-2      | BHS    | MXP-1542         | Assy. Wheel 90 X 22.5 CM  | 21  | \$ 169.47    |
| VI     | N-2      | BHS    | MXP-1694         | NUT HEX MOD   | 2   | \$ 134.00    |
| VI     | N-2      | BHS    | MXP-2064         | M8-1.25 NYLON INSERT  | 41  | \$ 2.05      |
| VI     | N-2      | BHS    | MXP-3453         | HCD SHAFT HOLDER N55302-627-00001                                   | 10  | \$ 608.60    |
| VI     | N-2      | BHS    | MXP-3976         | HCD BEARING CAP 209 1-11/16/45MM 008200-41563                       | 4   | \$ 17.00     |
| VI     | N-2      | BHS    | MXP-3977         | HCD BEARING CAP 207 1-7/16 N00001-23732                             | 21  | \$ 89.25     |
| VI     | N-2      | BHS    | N03804-60001     | Lock ring washer M42x1.5  | 20  | \$ 290.80    |
| VI     | N-3      | BHS    | 15052            | WELDMENT, SAFETY SHOE BRACKET                                       | 2   | \$ 150.00    |
| VI     | N-3      | BHS    | 20631            | VFD SEW MC07B0022-5A3-4-00 (W/FBG11B & FSC11B)                      | 4   | \$ 2,432.64  |
| VI     | N-3      | BHS    | 20632            | VFD VARIABLE FREQUENCY DRIVE, AC 480V, 0.75KW, 2.3A                 | 4   | \$ 893.60    |
| VI     | N-3      | BHS    | 55576            | SHAFT PULLEY  | 7   | \$ 475.51    |
| VI     | N-3      | BHS    | 60992            | GUIDING ASSY DIVERT BLADE N55302-527-00001                          | 9   | \$ 1,638.99  |
| VI     | N-3      | BHS    | MXP-3734         | HCD MOTIRAV VFD N09304-00007  | 2   | \$ 697.58    |
| VI     | N-3      | BHS    | MXP-4036         | HCD BEARING ROLLER SKF N04933-00009                                 | 23  | \$ 5,016.30  |
| VI     | N-4      | BHS    | MXP-1626         | HCD V BELT ARM COVER N55302-304-00001                               | 4   | \$ 526.84    |
| VI     | N-4      | BHS    | MXP-2561         | HCD V BELT BACK COVER N55302-342-00001B1                            | 8   | \$ 821.12    |
| VI     | N-5      | BHS    | 60994            | SWEEP ASSY DIVERT BLADE N55302-831-00001                            | 19  | \$ 188.10    |
| VI     | N-FLOOR  | BHS    | 13559            | G&T CAROUSEL LINEAR DOG PLATES                                      | 976 | \$ 10,238.24 |
| VI     | N-FLOOR  | BHS    | 23372            | FLOW TURN BEARING WITH BRACKET FOR DRIVE SHAFT                      | 4   | \$ 584.00    |
| VI     | N-FLOOR  | BHS    | 23373            | FLOW TURN BEARING FOR DRIVE AND TAIL SHAFT                          | 20  | \$ 1,248.00  |
| VI     | N-FLOOR  | BHS    | 40528            | DRIVE DOG 4-TOOTH PALLET SUPPORT ASSY.                              | 107 | \$ 3,069.83  |
| VI     | O-1      | BHS    | 16035            | WHEEL ASSEMBLY YELLOW MAXI 2-NEW                                    | 189 | \$ 2,627.10  |
| VI     | O-2      | BHS    | 27360            | RED LINK V BELT 3L  | 184 | \$ 2,769.20  |
| VI     | O-2      | BHS    | 60667            | HCD CENTRAL SHAFT DIVERT BLADE N55302-003-0001                      | 8   | \$ 1,416.00  |
| VI     | O-2      | BHS    | 60833            | RETAINING RING 63MM, PCK OF 5N02009-00005                           | 86  | \$ 222.74    |
| VI     | O-2      | BHS    | 60857            | SHAFT MISUMI #SFRW30-425-M8-N10-SC=0-L2=15N02005-00004              | 6   | \$ 380.88    |
| VI     | O-2      | BHS    | 60858            | SHAFT, MISUMI #PHFRA30-82.0-B5-S5N02005-00006                       | 2   | \$ 140.10    |
| VI     | O-2      | BHS    | MXP-3366         | BEARING CAP 7/16 TRANSNORM  | 50  | \$ 619.00    |
| VI     | O-2      | BHS    | MXP-4158         | HCD SHAFT DIVERT BLADE N55302-317-00001                             | 5   | \$ 892.30    |
| VI     | O-2      | BHS    | N55301-007-00001 | Driving pulley assy divert blade                                    | 5   | \$ 14,294.90 |
| VI     | O-3      | BHS    | 13636            | HCD BEARING ASSEMBLY N55302-025-00001                               | 11  | \$ 4,094.97  |
| VI     | O-3      | BHS    | 60885            | HCD V BELT PULLEY N55302-642-00001                                  | 8   | \$ 533.92    |
| VI     | O-3      | BHS    | 62301            | Hollow Shaft V-Belt Pulley  | 8   | \$ 395.68    |
| VI     | O-3      | BHS    | 68858            | HCD BEARING ASSEMBLY DIVERT BLADE N55302-020-00001                  | 1   | \$ 264.16    |
| VI     | O-3      | BHS    | MXP-4537         | HCD SINGLE PART CRANK MECHANISM N55302-809-00001                    | 3   | \$ 5,034.36  |
| VI     | O-4      | BHS    | 55310            | Assy Drive Pulley Lightweight Diverterblade                         | 14  | \$ 1,970.92  |
| VI     | O-4      | BHS    | N55302-007-00001 | Assy driving pulley (assy divertblade)                              | 7   | \$ 2,443.28  |
| VI     | O-4      | BHS    | N55302-008-00001 | Assy drive pulley (assy divertblade)                                | 8   | \$ 3,283.28  |
| VI     | O-5      | BHS    | 53027            | HCD PADDLE FRAME BELT N55302-724-00001                              | 5   | \$ 892.45    |
| VI     | O-FLOOR  | BHS    | 23117            | SIDE SLAT CLOCKWISE (DR2 CARROUSEL)                                 | 25  | \$ 411.00    |
| VI     | O-FLOOR  | BHS    | MXP-4288         | BREAKAWAY ASSEMBLY  | 2   | \$ 1,950.00  |
| VI     | P-1      | BHS    | 60888            | HCD UPPER V BELT N04503-42282                                       | 44  | \$ 3,478.64  |
| VI     | P-2      | BHS    | 13139            | HAND CRANK  | 4   | \$ 180.00    |
| VI     | P-2      | BHS    | 89021            | FIREDOOR DMI 680 TUBE MOTOR   | 1   | \$ 1,350.00  |
| VI     | P-2      | BHS    | 89022            | FIREDOOR DMI 540 TUBE MOTOR   | 6   | \$ 8,100.00  |
| VI     | P-2      | BHS    | 89030            | VIGNEAUX NON-DRIVE HEAD PLATES                                      | 2   | \$ 950.00    |
| VI     | P-2      | BHS    | MXP-3265         | NON-DRIVE HEAD PLATE ASSEMBLY W/ WIRE AND TURNBUCKLES               | 1   | \$ 840.00    |
| VI     | P-2      | BHS    | MXP-4221         | LOW PROFILE TIMMING BELT HSD  | 2   | \$ 81.56     |
| VI     | P-2      | BHS    | MXP-4676         | TSA TABLE LATCH   | 3   | \$ 240.00    |
| VI     | P-2      | BHS    | MXP-4677         | DECELERATOR PISTON  | 3   | \$ 510.00    |
| VI     | P-3      | BHS    | 30006            | DOOR BARREL DIFFERENTIAL VIGNEAUX                                   | 19  | \$ 6,650.00  |
| VI     | P-3      | BHS    | 40460            | BELT TIMING 510H150   | 10  | \$ 363.00    |
| VI     | P-3      | BHS    | 60887            | HCD LOWER V BELT N04503-41800                                       | 28  | \$ 936.32    |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number  | Item Description   | Qty | Total Value |
|--------|----------|--------|--------------|--|-----|-------------|
| VI     | P-4      | BHS    | 60991        | LINEAR GUIDING WITH DOUBLE SEALING N04936-00602              | 9   | \$ 2,630.07 |
| VI     | P-5      | BHS    | 60718        | TSA ELO 15" DISPLAY MONITOR LED                              | 5   | \$ 2,787.40 |
| VI     | P-FLOOR  | BHS    | MXP-4552     | MI-DM0113 DM1133-BHF0FD0U4UJH DRIVE ROLLER TUBE MOTOR        | 1   | \$ 2,436.50 |
| VI     | P-FLOOR  | BHS    | MXP-4932     | FIRE DOOR MOTOR MOUNT ASSEMBLY                               | 1   | \$ 2,450.00 |
| VI     | Q-1      | BHS    | 15304        | PULLEY RETURN 2-1/2 X 36                                     | 6   | \$ 267.12   |
| VI     | Q-1      | BHS    | 22931        | PULLEY DRIVE 39BG 6-3/4 DIA                                  | 6   | \$ 2,709.36 |
| VI     | Q-1      | BHS    | 23368        | FLOWTURN 7/16 RETURN ROLLER ASSEMBLY                         | 12  | \$ 1,056.00 |
| VI     | Q-1      | BHS    | 36112        | Tail ShaftFlow-turn  | 19  | \$ 1,518.48 |
| VI     | Q-1      | BHS    | 60742        | GRAVITY ROLLER, SERIES 1200, RL=31.88N00725-35032            | 9   | \$ 47.79    |
| VI     | Q-1      | BHS    | MXP-1619     | Return Roller 36" Long x 3 1/2"                              | 2   | \$ 285.20   |
| VI     | Q-1      | BHS    | N00001-24261 | Belt ERW SG 23 48C39   | 3   | \$ 1,308.15 |
| VI     | Q-2      | BHS    | 14053        | PORTEC CURVE BELT 48C39 FLAT 45 DEGREE PVOP 114.5L 27T       | 3   | \$ 4,730.25 |
| VI     | Q-2      | BHS    | 13761        | PORTEC CURVE BELT HCD FLAT 90 DEGREE PVOP 229L 40T           | 1   | \$ 2,350.15 |
| VI     | Q-2      | BHS    | 13771        | PORTEC CURVE BELT 48C39 90 DEGREE POWERTURN 227L             | 3   | \$ 6,788.16 |
| VI     | Q-2      | BHS    | 15651        | PORTEC CURVE BELT 48C39 SPIRAL 90 DEGREE SR FR 228L 12ED     | 2   | \$ 6,282.00 |
| VI     | Q-2      | BHS    | 23629        | PORTEC CURVE BELT 48C39 SPIRAL 45 DEGREE 7ED SR 114L 27T     | 3   | \$ 5,099.07 |
| VI     | Q-2      | BHS    | 60690        | PORTEC CURVE BELT 48C39 FLAT 15 DEGREE 27T PVOP 40.5L        | 5   | \$ 5,262.45 |
| VI     | Q-2      | BHS    | 60691        | PORTEC CURVE BELT 48C39 FLAT 45 DEGREE 40T PVOP 116L         | 3   | \$ 3,941.88 |
| VI     | Q-2      | BHS    | 60692        | PORTEC CURVE BELT 48C39 FLAT 75 DEGREE PVOP 190.5L           | 2   | \$ 2,504.00 |
| VI     | Q-2      | BHS    | 60693        | PORTEC CURVE BELT 48C39 FLAT 90 DEGREE PVOP 228L THR         | 3   | \$ 7,986.00 |
| VI     | Q-2      | BHS    | 65200        | PORTEC CURVE BELT 48C39 FLAT 30 DEGREE PVOP 77L              | 4   | \$ 4,736.20 |
| VI     | Q-2      | BHS    | 93737        | PORTEC CURVE BELT 48C39 FLAT 45 DEGREE PVOP 114.5L           | 2   | \$ 2,222.50 |
| VI     | Q-2      | BHS    | MXP-1467     | PORTEC CURVE BELT 48C39 SPIRAL 90 DEGREE POWERTURN SR FR 230 | 2   | \$ 5,243.46 |
| VI     | Q-2      | BHS    | MXP-3472     | PORTEC CURVE BELT 48C39 FLAT 75 DEGREE 27T PVOP 189L         | 3   | \$ 6,385.20 |
| VI     | Q-2      | BHS    | MXP-4291     | PORTEC CURVE BELT FLAT 15 DEGREE 27T PVOP 39.5L              | 2   | \$ 2,368.10 |
| VI     | Q-2      | BHS    | MXP-4931     | PORTEC CURVE BELT 48C39 SPIRAL 90 DEGREE 233L 36ED           | 2   | \$ 5,339.70 |
| VI     | Q-3      | BHS    | MXP-1461     | PORTEC CURVE BELT 48C39 SPIRAL 47 DEGREE SR FR 6ED           | 4   | \$ 6,884.60 |
| VI     | Q-3      | BHS    | 23370        | FLOWTURN TICKET COUNTER BELT W/ BEARING ASSEMBLY             | 2   | \$ 3,914.00 |
| VI     | Q-3      | BHS    | 60694        | PORTEC CURVE BELT 48C39 SPIRAL 45 DEGREE SR FR 117L 12ED 27T | 2   | \$ 3,721.30 |
| VI     | Q-3      | BHS    | MXP-2240     | MOUNTING BASE RIGHT ANGLE SPEED REDUCER                      | 2   | \$ 47.90    |
| VI     | Q-3      | BHS    | MXP-4008     | LINK CONN NO. 50SB-SC  | 200 | \$ 6.00     |
| VI     | Q-3      | BHS    | MXP-4009     | RIVET SPECIAL NO. 4 THREADED                                 | 24  | \$ 152.88   |
| VI     | Q-3      | BHS    | MXP-4012     | BEA RUBBER TIRE 5/8"   | 25  | \$ 231.75   |
| VI     | Q-3      | BHS    | MXP-4013     | LINK A-1 ATTACH  | 20  | \$ 149.40   |
| VI     | Q-3      | BHS    | MXP-4015     | RIVET WASHER #4  | 94  | \$ 42.30    |
| VI     | Q-3      | BHS    | MXP-4017     | GROMMET & SPUR #4RR BR                                       | 48  | \$ 113.28   |
| VI     | Q-3      | BHS    | MXP-4018     | NYLON BUSHING #4   | 394 | \$ 39.40    |
| VI     | Q-3      | BHS    | MXP-4019     | GROMMET, 2 TOOTH SPUR  | 75  | \$ 63.00    |
| VI     | Q-3      | BHS    | MXP-4127     | PORTEC CURVE BELT 20B39 FLAT 45 DEGREE PVOP                  | 2   | \$ 2,309.00 |
| VI     | Q-3      | BHS    | MXP-4128     | PORTEC CURVE BELT 48C39 FLAT 45 DEGREE PVOP 114.5L 27T       | 2   | \$ 3,154.00 |
| VI     | Q-3      | BHS    | N02005-00002 | Shaft, Misumi #PHFRR 25-80-B5 S5                             | 5   | \$ 329.95   |
| VI     | Q-3      | BHS    | N02009-00002 | Ring retaining housing 72mm                                  | 10  | \$ 20.00    |
| VI     | Q-3      | BHS    | N02009-00004 | Ring retaining housing 62mm                                  | 15  | \$ 20.85    |
| VI     | Q-4      | BHS    | 15310        | PORTEC BR GUIDE ASSY C FLAT 90 DEG 132-3/4L - 600219         | 4   | \$ 2,351.12 |
| VI     | Q-4      | BHS    | 15347        | GUIDE ASSY, UPPER, PORTEC C45 58-3/8L CF90                   | 5   | \$ 980.40   |
| VI     | Q-4      | BHS    | 19533        | 10FT STRAIGHT LADDER   | 1   | \$ 379.41   |
| VI     | Q-4      | BHS    | MXP-5061     | PORTEC UPPER GUIDE KIT SPIRAL 12FT                           | 1   | \$ 288.15   |
| VI     | Q-4      | BHS    | MXP-5124     | PORTEC UPPER GUIDE KIT SPIRAL 8FT                            | 2   | \$ 477.70   |
| VI     | Q-4      | BHS    | MXP-5125     | PORTEC GUIDE ASSEMBLY TR SPIRAL 47 6ED                       | 2   | \$ 406.30   |
| VI     | Q-4      | BHS    | MXP-5126     | PORTEC GUIDE ASSEMBLY BR SPIRAL 47 6ED                       | 2   | \$ 222.70   |
| VI     | Q-4      | BHS    | MXP-5133     | PORTEC GUIDE ASSY TR SPIRAL 90                               | 1   | \$ 447.10   |
| VI     | Q-4      | BHS    | MXP-5134     | PORTEC GUIDE ASSY BR SPIRAL 90                               | 1   | \$ 260.10   |
| VI     | Q-FLOOR  | BHS    | 19033        | NOSEBAR WELDMENT 45 MERGE MODULE 39 BG                       | 6   | \$ 2,745.66 |
| VI     | Q-FLOOR  | BHS    | 22933        | PULLEY DRIVE TRAPEZOID 10 3/4 DIA 39BG                       | 4   | \$ 2,713.60 |
| VI     | Q-FLOOR  | BHS    | 22936        | PULLEY DRIVE TRAPEZOID 8-3/4 DIA 39BG 1045 TGP               | 2   | \$ 734.90   |
| VI     | Q-FLOOR  | BHS    | 40558        | END PULLEY ASSY TF 6 X 1-7/16 X 39 BG                        | 2   | \$ 268.26   |
| VI     | Q-FLOOR  | BHS    | 67113        | Tail Pulley Flow-turn  | 5   | \$ 1,836.00 |
| VI     | R-1      | BHS    | 13506        | 1.5HP 13.73 RATIO ST67/TDRE90M4/LN SEW MOTOR                 | 1   | \$ 1,964.58 |
| VI     | R-1      | BHS    | MXP-2082     | 2HP 10.03 RATIO ST67/DRN90L4 SEW MOTOR                       | 3   | \$ 3,279.93 |
| VI     | R-1      | BHS    | MXP-3516     | 2HP 11.79 RATIO R47DRN90L4 SEW MOTOR                         | 2   | \$ 760.20   |
| VI     | R-1      | BHS    | MXP-4754     | 3HP 38.49 RATIO KT57DRN100LM4/LN SEW MOTOR                   | 4   | \$ 4,710.68 |
| VI     | R-1      | BHS    | N00735-47022 | KT47/DRN90L4/MM15D//2/16.86/M4AB/270/x//1.44//460V/#         | 2   | \$ 3,003.68 |
| VI     | R-1      | BHS    | 60590        | 2HP 10.56 RATIO KT47 DRN90L4/MM15 SEW MOTOR                  | 2   | \$ 3,183.84 |
| VI     | R-2      | BHS    | 13499        | 1.5HP 20.37 RATIO ST67/TDRE90M4/LN SEW MOTOR                 | 1   | \$ 1,964.50 |

## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number  | Item Description  | Qty | Total Value |
|--------|----------|--------|--------------|---|-----|-------------|
| VI     | R-2      | BHS    | 13502        | 2HP 17.28 RATIO ST67/TDRE90L4/LN SEW MOTOR                  | 1   | \$ 2,045.84 |
| VI     | R-2      | BHS    | 14587        | SUMITOMO GEARMOTOR, HYPONIC RNYM1H-1520YB-AV-15-1.4375      | 3   | \$ 4,135.08 |
| VI     | R-2      | BHS    | MXP-4942     | 2HP 16.47 RATIO ST57/DRN90L4 SEW MOTOR                      | 2   | \$ 2,089.56 |
| VI     | R-2      | BHS    | MXP-4971     | 2HP 6.58 RATIO KT47DRN90L4/MM15 SEW MOTOR                   | 2   | \$ 3,183.84 |
| VI     | R-4      | BHS    | 16209        | VULCANIZED MERGE BELT ENDLESS 3726MMX914MM                  | 9   | \$ 6,653.88 |
| VI     | R-4      | BHS    | 16210        | VULCANIZED MERGE BELT ENDLESS 4965MMX914MM                  | 10  | \$ 9,756.50 |
| VI     | R-FLOOR  | BHS    | 13449        | GEARED MOTOR-SEW 60HZ5HP460V6.5A1750/76RPM3PHASE            | 1   | \$ 3,482.70 |
| VI     | R-FLOOR  | BHS    | 13456        | GEARMOTOR SEW 5 HP43.33:1 1750 RPM 1-15/16W/ BRAKE          | 1   | \$ 3,737.96 |
| VI     | R-FLOOR  | BHS    | 13479        | 5HP 43.33 RATIO ST77/TDRE100LC4/LN SEW MOTOR                | 3   | \$ 3,040.05 |
| VI     | R-FLOOR  | BHS    | 13486        | 5HP 20.99 RATIO ST77/TDRE100LC4/LN SEW MOTOR                | 1   | \$ 2,964.56 |
| VI     | R-FLOOR  | BHS    | 13507        | 2HP 9.10 RATIO KT47DRN90L4/MM15/MO SEW MOTOR                | 3   | \$ 4,956.48 |
| VI     | R-FLOOR  | BHS    | 60589        | 2HP 9.10 RATIO KT47 DRN90L4/BE2HR/MM15 SEW MOTOR            | 1   | \$ 1,878.97 |
| VI     | R-FLOOR  | BHS    | MXP-4141     | 2HP 11.26 RATIO KT57DRN90L4/MM15 SEW MOTOR                  | 1   | \$ 1,768.15 |
| VI     | R-FLOOR  | BHS    | MXP-4206     | 3HP 24.00 RATIO KT67/DRN100LM4/BE5HR/TF SEW MOTOR           | 3   | \$ 5,365.74 |
| VI     | R-FLOOR  | BHS    | N00733-30706 | KT67/DRN100L4/MM30D/BE5/HR/5/13.22/M4AB/270/x//1.68//460V/# | 1   | \$ 2,481.90 |
| VI     | RK-1     | BHS    | 11081        | POLY CHAIN FOR HSD  | 9   | \$ 860.67   |
| VI     | RK-1     | BHS    | 13663        | V-BELT 3VX300   | 7   | \$ 38.92    |
| VI     | RK-1     | BHS    | 13680        | V-BELT 3VX670   | 17  | \$ 136.51   |
| VI     | RK-1     | BHS    | 17643        | V-BELT AX80   | 5   | \$ 39.40    |
| VI     | RK-1     | BHS    | 17647        | V-BELT AX96   | 45  | \$ 515.25   |
| VI     | RK-1     | BHS    | 40319        | V-BELT 3VX710   | 9   | \$ 102.33   |
| VI     | RK-1     | BHS    | 40605        | V-BELT 3VX750   | 9   | \$ 65.97    |
| VI     | RK-2     | BHS    | 13671        | V-BELT 3VX475   | 4   | \$ 29.24    |
| VI     | RK-2     | BHS    | 13673        | V-BELT 3VX500   | 17  | \$ 161.16   |
| VI     | RK-2     | BHS    | 13674        | V-BELT 3VX530   | 12  | \$ 92.40    |
| VI     | RK-2     | BHS    | 13675        | V-BELT 3VX560   | 16  | \$ 132.96   |
| VI     | RK-2     | BHS    | 13677        | V-BELT 3VX600   | 4   | \$ 31.56    |
| VI     | RK-2     | BHS    | 13679        | V-BELT 3VX630   | 4   | \$ 38.44    |
| VI     | RK-3     | BHS    | 13665        | V-BELT 3VX355   | 14  | \$ 89.46    |
| VI     | RK-3     | BHS    | 13669        | V-BELT 3VX425   | 1   | \$ 6.08     |
| VI     | RK-3     | BHS    | 13670        | V-BELT 3VX450   | 23  | \$ 166.29   |
| VI     | RK-3     | BHS    | 17611        | V-BELT AX38   | 12  | \$ 72.60    |
| VI     | RK-4     | BHS    | 13962        | V-BELT A34  | 9   | \$ 32.67    |
| VI     | RK-4     | BHS    | 17605        | V-BELT AX43   | 19  | \$ 132.05   |
| VI     | RK-4     | BHS    | 40318        | V-BELT 3VX315   | 23  | \$ 787.75   |
| VI     | RK-4     | BHS    | MXP-1669     | V-BELT A28 30" OUTER CIRCUMFE FOR PBB VENT                  | 19  | \$ 181.83   |
| VI     | RK-4     | BHS    | MXP-1717     | V-BELT 5L320 21/32" x 32"                                   | 6   | \$ 49.38    |
| VI     | RK-5     | BHS    | 13662        | V-BELT 3VX280   | 5   | \$ 30.60    |
| VI     | RK-5     | BHS    | 13664        | V-BELT 3VX335   | 13  | \$ 75.01    |
| VI     | RK-5     | BHS    | 13666        | V-BELT 3VX375   | 18  | \$ 114.84   |
| VI     | RK-5     | BHS    | 13667        | V-BELT 3VX400   | 14  | \$ 93.38    |
| VI     | RK-5     | BHS    | 17608        | V-BELT AX35   | 9   | \$ 40.32    |
| VI     | S-1      | BHS    | 13454        | GEARMOTOR SEW 2 HP29.63:1 1750 RPM 1-11/16                  | 2   | \$ 4,091.68 |
| VI     | S-1      | BHS    | 13478        | GEARMOTOR SEW 1.5 HP12.96:1 134 RPM 1-7/16                  | 1   | \$ 1,964.58 |
| VI     | S-1      | BHS    | 31035        | 3.0 HP 9.10 KT47DRN100LM4/MM22/M SEW MOTOR                  | 3   | \$ 5,941.98 |
| VI     | S-1      | BHS    | 60601        | 2HP 13.25 RATIO KT57DRN100L4/MM15 SEW MOTOR                 | 1   | \$ 1,768.15 |
| VI     | S-1      | BHS    | 60628        | 3HP 10.79 RATIO R57 DRN100M4/MI/ASB4/TH SEW MOTOR           | 2   | \$ 1,803.50 |
| VI     | S-1      | BHS    | MXP-1528     | 2HP 15.22 RATIO KT57DRN90L4/MM15 SEW MOTOR                  | 2   | \$ 3,536.30 |
| VI     | S-1      | BHS    | MXP-1545     | KT57DRN90S4 SEW Helical Gearmotor                           | 1   | \$ 1,024.23 |
| VI     | S-1      | BHS    | MXP-1546     | KT47DRN90L4 Helical Bevel Gearmotor                         | 1   | \$ 914.03   |
| VI     | S-1      | BHS    | MXP-3746     | 2HP 7.36 RATIO KT47 DRN90L4/MM15 SEW MOTOR                  | 3   | \$ 4,801.32 |
| VI     | S-1      | BHS    | MXP-4295     | MOTOR KT47 DRN 90L4/MM15 HP 2 RATIO 9.10                    | 1   | \$ 1,501.84 |
| VI     | S-1      | BHS    | MXP-4972     | 2HP 13.25 RATIO KT57DRN90L4/MM15 SEW MOTOR                  | 3   | \$ 5,304.45 |
| VI     | S-1      | BHS    | N00733-30313 | R47/DRN90L4/BE2/HR/2/17.89/M3/0/3/ASB4/1250/TH/460V/-       | 1   | \$ 1,006.66 |
| VI     | S-2      | BHS    | 13452        | GEARMOTOR SEW 2 HP17.28:1 1750 RPM 1-7/16                   | 1   | \$ 2,045.84 |
| VI     | S-2      | BHS    | 13453        | GEARMOTOR SEW 1.5 HP17.28:1 1750 RPM 1-7/16                 | 1   | \$ 1,964.58 |
| VI     | S-2      | BHS    | 13460        | GEARED MOTORR67DRE90L4/LN60HZ 2HP9910-2000-60643PHASE       | 1   | \$ 1,153.90 |
| VI     | S-2      | BHS    | 13473        | 1'-8 X 5' G5 BOLT   | 1   | \$ 2,118.50 |
| VI     | S-2      | BHS    | 13474        | GEARMOTOR SEW 2 HP 7.28 1740 RPM ST57/DRN90L4               | 2   | \$ 1,770.72 |
| VI     | S-2      | BHS    | 13475        | GEARMOTOR SEW 3 HP12.96:1 134 RPM 1-7/16                    | 1   | \$ 2,118.50 |
| VI     | S-2      | BHS    | 13476        | GEARMOTOR SEW 2 HP12.96:1 134 RPM 1-7/16                    | 1   | \$ 2,045.84 |
| VI     | S-2      | BHS    | 13504        | GEARMOTOR SEW 2 HP15.60:1 112 RPM 1-7/16                    | 1   | \$ 2,045.84 |
| VI     | S-2      | BHS    | 15501        | GEARED MOTOR, EUR ST67/TDRE90M43 PHASE1740/134RPM60HZ1.5HP  | 3   | \$ 4,901.85 |
| VI     | S-2      | BHS    | 60848        | 1HP 6.80 RATIO SF37DRN80MS2 SEW MOTOR                       | 1   | \$ 568.20   |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description   | Qty  | Total Value  |
|--------|----------|--------|-------------|--|------|--------------|
| VI     | S-2      | BHS    | MXP-1617    | HCD 1HP 6.80 RATIO SF37 DRN80MS2 SEW MOTOR                                 | 3    | \$ 1,607.34  |
| VI     | S-2      | BHS    | MXP-4049    | HCD 1HP 8.00 RATIO SF37 DRN80MS2 SEW MOTOR                                 | 2    | \$ 1,127.28  |
| VI     | S-3      | BHS    | 13536       | BELT, HABASIT, TMIPH135LR V-GUIDED, NON-WOVEN, 38X172LG, LBE, W/PIN        | 2    | \$ 756.60    |
| VI     | S-3      | BHS    | 18901       | FLEXCO NO. 1 12IN LACING CLIPPERS  | 20   | \$ 884.60    |
| VI     | S-3      | BHS    | 18907       | FLEXCO NO. 2 12IN LACING CLIPPERS  | 6    | \$ 372.24    |
| VI     | S-3      | BHS    | 40571       | BELTING 39W QUEUEBG X 168-3/16 LG  | 4    | \$ 2,563.08  |
| VI     | S-3      | BHS    | MXP-3553    | FLEXCO FLEXIBLE MERGING BELTS PIN  | 7    | \$ 302.05    |
| VI     | S-4      | BHS    | 13534       | BELT, HABASIT, TMIPH135LR V-GUIDED, NON-WOVEN, 38X104LG, LBE, W/PIN        | 4    | \$ 1,095.28  |
| VI     | S-FLOOR  | BHS    | 13450       | GEARMOTOR SEW 5 HP43.33:1 1750 RPM 1-15/16                                 | 1    | \$ 3,219.80  |
| VI     | S-FLOOR  | BHS    | 13487       | GEARMOTOR SEW 3 HP20.99:1 83 RPM 1-11/16                                   | 2    | \$ 4,682.32  |
| VI     | S-FLOOR  | BHS    | 13489       | GEARMOTOR SEW 3 HP18.42:1 94 RPM 1-11/16                                   | 1    | \$ 2,788.66  |
| VI     | S-FLOOR  | BHS    | 13490       | GEARMOTOR SEW 5 HP17.45:1 100 RPM 1-11/16                                  | 1    | \$ 2,964.56  |
| VI     | S-FLOOR  | BHS    | 60629       | 3HP 12.48 RATIO KT67 DRN100LM4/BE5HR/MM22 SEW MOTOR                        | 3    | \$ 7,213.38  |
| VI     | S-FLOOR  | BHS    | MXP-1530    | 2HP 13.25 RATIO KT57/DRN90L4/MM15D/BE2/HR/MM15/LN SEW MOTOR                | 3    | \$ 5,860.98  |
| VI     | S-FLOOR  | BHS    | MXP-1534    | 3HP 17.54 RATIO KT67 DRN100LM4/MM22 SEW MOTOR                              | 2    | \$ 4,155.44  |
| VI     | S-FLOOR  | BHS    | MXP-1540    | 2HP 11.77 RATIO KT47 DRN90L4/BEHR/MM15 SEW MOTOR                           | 3    | \$ 5,358.39  |
| VI     | S-FLOOR  | BHS    | MXP-4440    | 3HP 8.56 RATIO KT47DRN100LM4/MM22/MO SEW MOTOR                             | 4    | \$ 7,381.00  |
| VI     | T-1      | BHS    | 13459       | R67 DRE100L4BE5HR/LN 3HP SEW MOTOR   | 2    | \$ 3,332.60  |
| VI     | T-1      | BHS    | 13468       | GEARMOTOR SEW 1.5 HP14.24:1 122 RPM 1-7/16                                 | 1    | \$ 1,596.52  |
| VI     | T-1      | BHS    | 88005       | SEW GEARED MOTOR XR2-1 SO.87.7687617401.0001X18.10                         | 1    | \$ 1,493.61  |
| VI     | T-2      | BHS    | 71300       | 5.0 HP R57 DRN100L4/BE5HR/LN   | 4    | \$ 3,530.52  |
| VI     | T-2      | BHS    | MXP-4395    | 3HP 6.58 RATIO KT47DRN100ML4/MM22 SEW MOTOR                                | 3    | \$ 5,083.17  |
| VI     | T-3      | BHS    | 13495       | GEARMOTOR SEW 2 HP34.80:1 50 RPM 1-11/16                                   | 1    | \$ 2,045.84  |
| VI     | T-3      | BHS    | 60597       | 2HP 15.86 RATIO KT47DRN90L4/MM15 SEW MOTOR                                 | 6    | \$ 8,002.20  |
| VI     | T-3      | BHS    | MXP-3412    | Helical Worm Motor ST67/T DRN90S4/BE2HR                                    | 2    | \$ 2,589.90  |
| VI     | T-3      | BHS    | MXP-3749    | 2HP 9.10 RATIO KT47 DRN90L4/MM15/MO SEW MOTOR                              | 4    | \$ 4,958.12  |
| VI     | T-4      | BHS    | 20708       | FLEXCO NO.1 LACING PINS  | 24   | \$ 1,565.76  |
| VI     | T-4      | BHS    | 20709       | FLEXCO NO.2 LACING PINS  | 18   | \$ 1,515.60  |
| VI     | T-FLOOR  | BHS    | 13458       | GEARMOTOR SEW 3 HP INL 57.68:1 1750 RPM 1-5/8 W/ BRAKE                     | 1    | \$ 1,994.22  |
| VI     | T-FLOOR  | BHS    | 13461       | SEW GEARED MOTOR WITH60HZ1750/42RPM230VY/460Y V5HP12.9/6.5AR87DRE100LC4/LN | 1    | \$ 2,066.88  |
| VI     | T-FLOOR  | BHS    | 13480       | GEARMOTOR SEW 5 HP25.07:1 70 RPM 1-11/16                                   | 1    | \$ 2,964.56  |
| VI     | T-FLOOR  | BHS    | 13503       | GEARMOTOR SEW 1.5 HP15.60:1 112 RPM 1-7/16                                 | 1    | \$ 1,964.58  |
| VI     | T-FLOOR  | BHS    | 60594       | 2HP 9.10 RATIO KT47 DRN90L4/BE2HR/MM15 SEW MOTOR                           | 1    | \$ 1,591.92  |
| VI     | T-FLOOR  | BHS    | 60611       | 3HP 10.56 RATIO KT47DRN100LM4/MM22/MO SEW MOTOR                            | 2    | \$ 3,981.38  |
| VI     | T-FLOOR  | BHS    | MXP-3683    | 3HP RATIO 5.20 KT67 DRN100LM4/MM22 SEW MOTOR                               | 2    | \$ 3,619.46  |
| VI     | T-FLOOR  | BHS    | MXP-4941    | 3HP 15.60 I ST67/DRN100LM4   | 3    | \$ 3,873.42  |
| VI     | T-WALL   | BHS    | MXP-4417    | LEFT DEFLECTOR SIEMENS AL8743-MS-090L                                      | 7    | \$ 3,428.32  |
| VI     | T-WALL   | BHS    | MXP-4418    | RIGHT DEFLECTOR SIEMENS AL8743-MS-090R                                     | 7    | \$ 3,428.32  |
| VI     | U-WALL   | BHS    | 14095       | UPPER CHAIN GUIDE KIT 16 FT  | 1    | \$ 216.07    |
| VI     | U-WALL   | BHS    | 14958       | UPPER CHAIN GUIDE KIT 6FT - 557278   | 3    | \$ 379.02    |
| VI     | U-WALL   | BHS    | 19251       | UPPER CHAIN GUIDE KIT 12FT - 557281  | 3    | \$ 541.05    |
| VI     | U-WALL   | BHS    | 23369-A     | FLOW TURN WEAR GUIDE UPPER OUTER TRACK                                     | 19   | \$ 9,676.13  |
| VI     | U-WALL   | BHS    | 23369-B     | FLOW TURN WEAR GUIDE LOWER OUTER TRACK                                     | 6    | \$ 1,400.52  |
| VI     | CAGE-1   | BHS    | MXP-4536    | YELLOW CAB BUMPER 8030642  | 4    | \$ 7,556.00  |
| VI     | CAGE-1   | BHS    | 12353       | TIRE TUBE ASSY W/ VALVE EXT (JETWAY)                                       | 5    | \$ 400.00    |
| VI     | CAGE-1   | BHS    | 12937       | PERFECTPLEAT FILTER 24x24x2  | 251  | \$ 908.62    |
| VI     | CAGE-1   | BHS    | 12938       | FILTER 12x24x2   | 41   | \$ 110.29    |
| VI     | CAGE-1   | BHS    | 13019       | 90V Power Supply for A/C   | 3    | \$ 531.00    |
| VI     | CAGE-1   | BHS    | 13020       | A1 Control & Protection Broad  | 1    | \$ 1,775.50  |
| VI     | CAGE-1   | BHS    | 13023       | A2 pwm2 board  | 1    | \$ 2,099.50  |
| VI     | CAGE-1   | BHS    | 13238       | PWR UNIT HYDRAULIC 10'-12'   | 1    | \$ 10,356.00 |
| VI     | CAGE-1   | BHS    | 13548       | DRIVE MOTOR CHAIN #80 SINGLE CHAIN   | 17   | \$ 424.66    |
| VI     | CAGE-1   | BHS    | 13562       | CARRIER PLATES, SS, G and T Slope Plate MU                                 | 38   | \$ 4,689.20  |
| VI     | CAGE-1   | BHS    | 13566       | G&T PALLET SUPPORT ASSEMBLY  | 5    | \$ 3,275.25  |
| VI     | CAGE-1   | BHS    | 13567       | BUMPER, RUBBER FOR SLOPE PLATE (1 PER 3 CARRIAGES)                         | 36   | \$ 5,112.00  |
| VI     | CAGE-1   | BHS    | 14334       | REMOTE CAB HOOD ARTIC WHITE JBT 2126066.WHT                                | 1    | \$ 2,731.00  |
| VI     | CAGE-1   | BHS    | 15069       | HOSE, SUCTION 3/4IDX1.02OD PVC100FT 3624969                                | 800  | \$ 2,392.00  |
| VI     | CAGE-1   | BHS    | 15090       | FLAP, TIRE 15-7 92058  | 9    | \$ 193.50    |
| VI     | CAGE-1   | BHS    | 15173       | Barrel/Tube Motor assembly for SO 1739512                                  | 1    | \$ 1,250.00  |
| VI     | CAGE-1   | BHS    | 15204       | POTABLE WATER TRANSFER HOSE, 1 GREY 200 FT LENGTH                          | 1100 | \$ 2,695.00  |
| VI     | CAGE-1   | BHS    | 15205       | BBL ROT RS 4 1/2 OD CORNELL  | 1    | \$ 1,436.00  |
| VI     | CAGE-1   | BHS    | 15435       | KIT CURT GUIDE INSTL 2138590.02  | 2    | \$ 1,277.00  |
| VI     | CAGE-1   | BHS    | 15505       | CHUTE, SORT PIER LOWER TRANS SECT GALV                                     | 2    | \$ 1,522.26  |
| VI     | CAGE-1   | BHS    | 15507       | ROTUNDA RH CURTAIN ASSEMBLY  | 1    | \$ 4,716.00  |

## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number         | Item Description   | Qty   | Total Value   |
|--------|----------|--------|---------------------|--|-------|---------------|
| VI     | CAGE-1   | BHS    | 15508               | ROTUNDA LH CURTAIN ASSEMBLY  | 1     | \$ 4,716.00   |
| VI     | CAGE-1   | BHS    | 15516               | PKL ROT CURT LS  | 1     | \$ 683.00     |
| VI     | CAGE-1   | BHS    | 15527               | IGBT Laminate Buss Board PCB Assembly  | 2     | \$ 2,502.90   |
| VI     | CAGE-1   | BHS    | 15533               | CURT CAB GALV RS W/1/2 VIS 125 CORNELL   | 1     | \$ 1,436.00   |
| VI     | CAGE-1   | BHS    | 15770               | TIRE, SOLID JETWAY 2134364.02  | 6     | \$ 49,683.90  |
| VI     | CAGE-1   | BHS    | 16302               | DR2 VSU LOWER FRAME- ALJ1-9400-135-05  | 1     | \$ 5,253.94   |
| VI     | CAGE-1   | BHS    | 16327               | FIRE DOOR CURTAIN SO 01565714  | 2     | \$ 6,250.00   |
| VI     | CAGE-1   | BHS    | 16328               | Replacement Curtain for Serial no: SO 1741324                                    | 1     | \$ 2,800.00   |
| VI     | CAGE-1   | BHS    | 16331               | Barrel/Tube motor Assembly for serial no: SO 1565712                             | 2     | \$ 2,900.00   |
| VI     | CAGE-1   | BHS    | 19432               | TIRE40X14X24 PLY (JETWAY)  | 3     | \$ 11,676.00  |
| VI     | CAGE-1   | BHS    | 21149               | COLUMN SWIVEL ASSY 28 WHL JBT 2138441  | 5     | \$ 14,440.00  |
| VI     | CAGE-1   | BHS    | 40579               | CHAIN, 2082 DOUBLE PITCH OS ROLLER X 166" LG. (83 LINKS)                         | 35    | \$ 395.15     |
| VI     | CAGE-1   | BHS    | 40788               | POTABLE WATER TRANSFER HOSE 200 FEET, 1  | 4     | \$ 1,771.20   |
| VI     | CAGE-1   | BHS    | 40973               | TUBE W/PREFORMED VALVE STEM 40X14  | 9     | \$ 315.00     |
| VI     | CAGE-1   | BHS    | 41051               | BBL CAB CURT 4 1/2OD CW RS CORNELL   | 2     | \$ 1,611.00   |
| VI     | CAGE-1   | BHS    | 41052               | BBL CAB CURT 4 1/2OD CCW LS CORNELL  | 1     | \$ 805.50     |
| VI     | CAGE-1   | BHS    | 41263               | WEAR NOSE, BLUE (INE   | 14    | \$ 3,374.00   |
| VI     | CAGE-1   | BHS    | 45806               | DR1 VSU UPPER CONVEYOR FRAME WELDMENT MTJ1-9400-458-06                           | 1     | \$ 5,123.13   |
| VI     | CAGE-1   | BHS    | 50017               | CAB CURTAIN RIGHT 3716699  | 1     | \$ 6,770.00   |
| VI     | CAGE-1   | BHS    | 50031               | CAB CURTAIN LEFT 3716700   | 1     | \$ 6,770.00   |
| VI     | CAGE-1   | BHS    | 50082               | A3 BOARD P/N 1005027910  | 1     | \$ 1,537.00   |
| VI     | CAGE-1   | BHS    | 50089               | ELECTROLYTIC CAPACITOR KIT W/ BOARD N047-1005171410                              | 3     | \$ 4,038.00   |
| VI     | CAGE-1   | BHS    | 50987               | APC Smart UPS X 750VA Rack/Tower 120V  | 8     | \$ 4,320.00   |
| VI     | CAGE-1   | BHS    | 62511               | CAROUSEL RUBBER FINGER GUARD   | 863.4 | \$ 6,846.76   |
| VI     | CAGE-1   | BHS    | 80216               | CAB ROLL UP DOOR ASSEMBLY  | 1     | \$ 5,171.00   |
| VI     | CAGE-1   | BHS    | MXP-2137            | TK MECH DRIVE TUBE ASSY W/ 3P UNI COMPLETE MSC                                   | 2     | \$ 19,195.00  |
| VI     | CAGE-1   | BHS    | MXP-3847            | FIRE DOOR CURTAIN CAROSUEL 10B SO 8800700047                                     | 1     | \$ 4,121.52   |
| VI     | CAGE-1   | BHS    | MXP-4339            | RIGHT HAND ROTUNDA CURTAIN   | 1     | \$ 7,650.00   |
| VI     | CAGE-1   | BHS    | MXP-4739            | FIREDOOR CURTAIN   | 1     | \$ 3,650.00   |
| VI     | CAGE-1   | BHS    | MXP-4944            | FIREDOOR CURTAIN SO 01487961 (TC10-03B)  | 1     | \$ 3,850.00   |
| VI     | CAGE-1   | BHS    | N55302-002-00001B4Q | Assy reactionbeam LH (Main assy HCD LH)  | 3     | \$ 6,541.08   |
| VI     | CAGE-1   | BHS    | N55302-016-00001CA1 | Assy reactionbeam RH (Main assy HCD RH)  | 2     | \$ 4,282.40   |
| VI     | CAGE-2   | BHS    | 11585               | BELTING FOR SIEMENS VSU NSL-11ESBV 13  | 42.5  | \$ 328.95     |
| VI     | CAGE-2   | BHS    | 13533               | BELT, HABASIT, TMIPH135LR, V-GUIDED, NON-WOVEN, 56X198LG, LBE, W/PIN             | 2     | \$ 1,786.44   |
| VI     | CAGE-2   | BHS    | 14923               | BELT MERGE 36IN WIDTH NSL11ESBV 13 BUTT END                                      | 305   | \$ 3,656.95   |
| VI     | CAGE-2   | BHS    | 14933               | BELT MERGE 38.5IN WIDTH NSL-11ESBV 13 BUTT END                                   | -10   | \$ (130.00)   |
| VI     | CAGE-2   | BHS    | 14934               | BELT MERGE 54IN WIDTH NSL-10ELBV-E3 BUTT END                                     | 100   | \$ 314,631.00 |
| VI     | CAGE-2   | BHS    | 15086               | BELT TRANSPORT 36IN WIDTH NNT-10ESBU 13 BUTT END                                 | 415   | \$ 26,003.90  |
| VI     | CAGE-2   | BHS    | 15618               | BELT TRANSPORT 36IN WIDTH APH120COS  | 607   | \$ 8,079.17   |
| VI     | CAGE-2   | BHS    | 15775               | BELT TRANSPORT 36IN WIDTH RPH3-200BXB-FR   | 118   | \$ 2,239.64   |
| VI     | CAGE-2   | BHS    | 15776               | BELTING, TRANSPORT APH120FBS 36 INCH WIDE  | 112   | \$ 1,273.44   |
| VI     | CAGE-2   | BHS    | 15777               | BELT TRANSPORT 54IN WIDTH APH120FBS  | 47    | \$ 456.84     |
| VI     | CAGE-2   | BHS    | 31355               | BELT TRANSPORT RHP3-135BXB-FR  | 134   | \$ 2,619.70   |
| VI     | CAGE-2   | BHS    | 44736               | BELT INCLINE/ DECLINE TM447-B  | 250   | \$ 5,287.50   |
| VI     | CAGE-2   | BHS    | 89016               | B6057S96G90HC/24/140PG TRANSNORM BELT  | 2     | \$ 8,472.00   |
| VI     | CAGE-2   | BHS    | 89017               | B6156S9690FC/140PG TRANSNORM BELT  | 2     | \$ 4,923.78   |
| VI     | CAGE-2   | BHS    | MXP-4103            | BELT MERGE 36IN WIDTH NHZ-8ESBV-01 VULCANIZED                                    | 100   | \$ 2,190.00   |
| VI     | CAGE-2   | BHS    | MXP-4360            | B6156S9660FC/140PG TRANSNORM BELT  | 2     | \$ 5,520.00   |
| VI     | CAGE-2   | BHS    | MXP-4562            | BELT TRANSPORT 36IN WIDTH TMIPH529FBS W/ GUIDE                                   | 50    | \$ 1,277.50   |
| VI     | A-1      | ICS    | 004937-00020        | Ball-joint GAKFL20 PB DIN648K Steel/Bronze (M20x1,5L)                            | 8     | \$ 1,846.32   |
| VI     | A-1      | ICS    | MXP-3491            | MOTOR OPERATOR   | 1     | \$ 2,200.00   |
| VI     | A-1      | ICS    | MXP-4340            | APC SMART UPS UNIT 1500VA 120V   | 5     | \$ 2,612.50   |
| VI     | A-1      | ICS    | N96101-00005        | Uninterruptible Power Supply (UPS) 3000VA, 2100W, 120V, tower                    | 1     | \$ 3,640.00   |
| VI     | A-1      | ICS    | N96101-00006        | Relay contact card dry for UPS hardwired   | 2     | \$ 253.50     |
| VI     | A-2      | ICS    | 001690-60080        | Compression spring 6,0x27,0x80,0 squared ground DIN17223-1.1200 C=100N/mm        | 4     | \$ 12.76      |
| VI     | A-2      | ICS    | 003440-544-00001    | PBB22 KTP1200 - UL   | 1     | \$ 3,677.02   |
| VI     | A-2      | ICS    | 005301-00560        | Connector Ethernet RJ45 2x2p 10/100Mbit/s straight 180° cable outlet fastconnect | 3     | \$ 46.35      |
| VI     | A-2      | ICS    | 005400-00140        | Brake resistor r=100 Ohm 0,45kW  | 1     | \$ 113.05     |
| VI     | A-2      | ICS    | 006002-13696        | Cable sensor/actuator M12 male 4p straight / wire 4x0,34mm² HF L=5,0m            | 1     | \$ 35.98      |
| VI     | A-2      | ICS    | 006002-14985        | Connector M12 male 5p straight / max 0,75mm² shielded                            | 3     | \$ 30.45      |
| VI     | A-2      | ICS    | 006002-14999        | Connector M12 female 5p front/screw M16 SACC-E-FS-5CON-M16/0,5 SCO               | 1     | \$ 7.48       |
| VI     | A-2      | ICS    | 006005-01100        | Relay terminal 250V 6A 2CO / coil 24Vdc screw terminal                           | 1     | \$ 10.03      |
| VI     | A-2      | ICS    | 006013-10281        | Pipe100mm for signal columns L=100mm   | 1     | \$ 11.67      |
| VI     | A-2      | ICS    | 006013-11847        | Holder for 4 contacts  | 1     | \$ 1.26       |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number      | Item Description  | Qty | Total Value |
|--------|----------|--------|------------------|---|-----|-------------|
| VI     | A-2      | ICS    | 006013-11854     | Signal Indicator light ø22mm blue smooth lens                                 | 1   | \$ 1.56     |
| VI     | A-2      | ICS    | 009000-05996     | I/O module Digital 8x input 24Vdc ET200SP                                     | 1   | \$ 40.65    |
| VI     | A-2      | ICS    | 009000-05997     | I/O module ET200SP Digital 8x output 24Vdc 0,5A                               | 1   | \$ 52.64    |
| VI     | A-2      | ICS    | N04931-10207     | Bearing cap, tamper proof, 207, EC-207-X                                      | 100 | \$ 450.00   |
| VI     | A-2      | ICS    | N04931-10209     | Bearing cap 1-11/16" ECC-ABHS-209   | 100 | \$ 165.00   |
| VI     | A-END    | ICS    | 016690-071-04045 | BC belt, Chlorino 2T12 U0-V10 FM FR black - RN=1005mm - BN=1120mm - Angle=45° | 4   | \$ 3,870.40 |
| VI     | AB-END   | ICS    | 016690-071-04090 | BC belt, Chlorino 2T12 U0-V10 FM FR black - RN=1005mm - BN=1120mm - Angle=90° | 6   | \$ 9,396.12 |
| VI     | B-1      | ICS    | 002374-00201     | Spring C4402-752  | 1   | \$ 0.90     |
| VI     | B-1      | ICS    | 004429-03100     | Belt Novo 25 HC-SE black W=75 L=3100mm endless                                | 2   | \$ 130.84   |
| VI     | B-1      | ICS    | 004429-03890     | Belt Novo 25 HC-SE black W=75 L=3890mm endless                                | 19  | \$ 2,418.70 |
| VI     | B-1      | ICS    | 004450-66085     | Warning tape 50mmx16,5m adhesive yellow/black ECOT50 BY                       | 1   | \$ 8.94     |
| VI     | B-1      | ICS    | 004452-13100     | Belt E8/2 U0/V15/LG-SE black W=75 L=3100mm endless Z-splice 110mm             | 2   | \$ 73.04    |
| VI     | B-1      | ICS    | 004905-10040     | Ring adjusting shaft clamping bushh 40  | 1   | \$ 182.16   |
| VI     | B-1      | ICS    | 005302-10011     | Y-link Profibus DP coupler 24Vdc 12Mbit/s for redundant controllers           | 1   | \$ 502.10   |
| VI     | B-1      | ICS    | 005302-30508     | Interface module IM153-2 9p D-sub Link DP-PA                                  | 1   | \$ 808.18   |
| VI     | B-1      | ICS    | 005303-00498     | AS-i Handheld addressing unit VBP-HH1-V3.0-V1                                 | 1   | \$ 396.91   |
| VI     | B-1      | ICS    | 005305-01059     | Profinet I/O / Profibus coupler   | 1   | \$ 885.69   |
| VI     | B-1      | ICS    | 005400-41057     | Serial interface USB11A   | 1   | \$ 109.99   |
| VI     | B-1      | ICS    | 005400-50400     | Programmer cable for LMS-V v4.xMXM-CBL-3M4-USB                                | 1   | \$ 105.11   |
| VI     | B-1      | ICS    | 005510-00356     | Power supply 100-240V / 24Vdc 5A screw terminal                               | 1   | \$ 241.84   |
| VI     | B-1      | ICS    | 006002-13682     | Cable sensor M12 male 4p straight / M12 female 4p straight HF L=5,0m          | 1   | \$ 11.91    |
| VI     | B-1      | ICS    | 006002-15043     | AS-i Tap-off cable double tap-off M12 L=5,0m                                  | 1   | \$ 34.52    |
| VI     | B-1      | ICS    | 006003-02873     | Filter fan 20/25m³/h 115V WxH 116,5x116,5mm                                   | 5   | \$ 464.30   |
| VI     | B-1      | ICS    | 006003-02889     | Outlet filter   | 1   | \$ 26.70    |
| VI     | B-1      | ICS    | 006013-10676     | Enclosure plastic 2 positions WxHxD 85x114x64mm grey                          | 5   | \$ 51.80    |
| VI     | B-1      | ICS    | 008200-03061     | Siguard cable operated switch   | 1   | \$ 157.15   |
| VI     | B-1      | ICS    | 011505-955-00040 | HAND 1  | 2   | \$ 631.62   |
| VI     | B-1      | ICS    | 011505-956-00040 | HAND 2  | 2   | \$ 631.62   |
| VI     | B-1      | ICS    | 012605-693-00001 | Assy wheel ø90 x 22,2   | 11  | \$ 142.45   |
| VI     | B-1      | ICS    | 013103-051-00001 | Calibration tool for Content Check sensor adjustment                          | 1   | \$ 37.56    |
| VI     | B-1      | ICS    | 0G0027-035-13000 | Power Cable LMS 4.0 Open end / Straight                                       | 1   | \$ 35.31    |
| VI     | B-1      | ICS    | 0G0027-035-25000 | Power Cable LMS 4.0 Open end / Straight                                       | 1   | \$ 43.85    |
| VI     | B-1      | ICS    | N44401-05024     | Pin pack for belt lacing 0.093" nylon cable w/leader                          | 1   | \$ 31.85    |
| VI     | B-1      | ICS    | N44401-06590     | UX1 S/S CLIPPER - LACING CLIPPER STAINLESS UNIBAR 36", PT# 05271, FORBO       | 1   | \$ 18.72    |
| VI     | B-1      | ICS    | N44401-12407     | Lacing, U2SP, 430 Stainless, 36" Strip  | 2   | \$ 11.52    |
| VI     | B-2      | ICS    | 001036-520-00001 | RF plate  | 26  | \$ 77.22    |
| VI     | B-2      | ICS    | 001690-00058     | Compression spring GSC 1,6x16,0x110,0 DIN 2089-1/EN 13906-1 galvanized        | 5   | \$ 19.80    |
| VI     | B-2      | ICS    | 003600-00050     | Damper S 50x28 NR   | 2   | \$ 15.56    |
| VI     | B-2      | ICS    | 003600-02517     | Damper K 25x17 D NR 70° Shore A M6x12   | 2   | \$ 3.84     |
| VI     | B-2      | ICS    | 004350-01510     | Swivel flange rod eye   | 1   | \$ 23.45    |
| VI     | B-2      | ICS    | 004902-01015     | Bearing slide flange GFM-121418-10  | 2   | \$ 4.04     |
| VI     | B-2      | ICS    | 004904-00405     | Bearing ball 6004/2RS-C3-20 ISO15-1981  | 2   | \$ 63.02    |
| VI     | B-2      | ICS    | 004937-00010     | Ball-joint GAKFR10 PB, DIN648K Steel/Bronze                                   | 3   | \$ 63.27    |
| VI     | B-2      | ICS    | 004937-00011     | Ball-joint GAKFL10 PB, DIN648K Steel/Bronze LEFT THREAD                       | 3   | \$ 142.05   |
| VI     | B-2      | ICS    | 005301-01406     | Housing bulkhead mounting HAN-compact angled entry PG16 single locking lever  | 3   | \$ 37.17    |
| VI     | B-2      | ICS    | 005302-20719     | IDENT Control handheld reader/writer 125kHz                                   | 1   | \$ 1,916.96 |
| VI     | B-2      | ICS    | 005302-20726     | I/O-Link master USB 2.0 M12 5p 24Vdc / USB 5Vdc                               | 1   | \$ 441.59   |
| VI     | B-2      | ICS    | 005302-30560     | Terminal module TM-E30S44-01 for ET 200S                                      | 1   | \$ 53.43    |
| VI     | B-2      | ICS    | 006002-13681     | Cable M12 male 4p / M12 female 4p HF L=2,0m                                   | 7   | \$ 45.71    |
| VI     | B-2      | ICS    | 006002-13685     | Cable sensor M12 male 4p straight / M12 female 4p straight PUR L=7,0m         | 1   | \$ 13.57    |
| VI     | B-2      | ICS    | 006002-15425     | Mounting bracket OMH-ML100-02   | 1   | \$ 6.97     |
| VI     | B-2      | ICS    | 006011-11332     | Clamp oval ø4mm for pull cord   | 17  | \$ 84.32    |
| VI     | B-2      | ICS    | 006011-11333     | Rope eye 4mm for pull cord  | 22  | \$ 24.20    |
| VI     | B-2      | ICS    | 006013-11841     | Selector switch 2 position 0-I illuminated white/black ø22mm plastic latching | 1   | \$ 12.77    |
| VI     | B-2      | ICS    | 006881-00116     | Peephole cover (hole rnd 101,5)   | 67  | \$ 3.35     |
| VI     | B-2      | ICS    | 008200-19285     | Tachometer Rotaro tool for contact and non-contact measurement                | 1   | \$ 476.78   |
| VI     | B-2      | ICS    | 008200-21975     | V-belt Power Twist plus A/13/4L box 10m                                       | 3   | \$ 1,838.19 |
| VI     | B-2      | ICS    | 011505-873-00106 | ø30 roller  | 1   | \$ 63.29    |
| VI     | B-2      | ICS    | 013117-186-00001 | Brush mount Left Triplanar Flat   | 1   | \$ 18.68    |
| VI     | B-2      | ICS    | 013117-187-00001 | Brush mount Right Triplanar Flat  | 1   | \$ 18.68    |
| VI     | B-2      | ICS    | 0G0027-130-11000 | Standard Earth Litz 10mm² / M6 - M6 / 1mtr                                    | 1   | \$ 15.82    |
| VI     | B-2      | ICS    | 0G0027-150-11000 | Standard Earth Litz 10mm² Prefab - UL / M6 - M6 / 1mtr                        | 2   | \$ 31.64    |
| VI     | B-Floor  | ICS    | 001036-690-00001 | Assy gripper motor (480V/60Hz)  | 3   | \$ 1,583.19 |
| VI     | C-1      | ICS    | 005400-50461     | LMS-V (v4.0) 0,75kW/brake 400Vac RASP-214A/1S0-C32RS1                         | 14  | \$ 9,038.54 |

## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number      | Item Description   | Qty  | Total Value |
|--------|----------|--------|------------------|--|------|-------------|
| VI     | C-1      | ICS    | 006002-15919     | Cable AS-I power flat black 2x1,5mm <sup>2</sup> (PVC UL/CSA (CMG))          | 1166 | \$ 2,635.16 |
| VI     | C-1      | ICS    | 006002-15920     | Cable AS-I power flat yellow 2x1,5mm <sup>2</sup> (PVC UL/CSA (CMG))         | 1166 | \$ 2,670.14 |
| VI     | C-1      | ICS    | 0G0027-035-23000 | Power Cable LMS 4.0 Open end / Straight                                      | 10   | \$ 361.10   |
| VI     | C-2      | ICS    | 001036-025-00001 | Bearing spacer tool  | 9    | \$ 50.94    |
| VI     | C-2      | ICS    | 001036-518-00001 | LMS Mounting Kit UNZ   | 3    | \$ 26.37    |
| VI     | C-2      | ICS    | 002740-05056     | Key Rounded 8x5x56 DIN6885-3 (Form A) C45K DIN1652                           | 10   | \$ 171.30   |
| VI     | C-2      | ICS    | 002746-00012     | Ring retaining shaft A12 DIN471 Ck 75  | 50   | \$ 5.00     |
| VI     | C-2      | ICS    | 002746-00015     | Ring retaining shaft A15 DIN471 Ck 75  | 50   | \$ 9.50     |
| VI     | C-2      | ICS    | 002746-21035     | Ring retaining SP80 DIN5417  | 10   | \$ 54.30    |
| VI     | C-2      | ICS    | 004840-90035     | Taper lock bushing 2517-35   | 1    | \$ 13.88    |
| VI     | C-2      | ICS    | 004901-00165     | Bearing slide flange BP25C 16/20x16 porous bronze                            | 1    | \$ 6.55     |
| VI     | C-2      | ICS    | 005301-00565     | Cable Profinet flexible 2x2x0,34mm <sup>2</sup> HF                           | 1    | \$ 2.92     |
| VI     | C-2      | ICS    | 006500-80196     | Spring balance 0-200N Pesola type 80196 + pressure set 8004                  | 1    | \$ 447.36   |
| VI     | C-2      | ICS    | 009000-05557     | Compact collector KESR 32-55 F-9-14 HS 04 10 10                              | 7    | \$ 1,939.84 |
| VI     | C-2      | ICS    | 009000-05558     | Compact collector KESR 32-55 F-9-14 HS 06 10 10                              | 7    | \$ 1,938.23 |
| VI     | C-2      | ICS    | 011552-059-00212 | ASSY PULL BAR  | 6    | \$ 1,302.66 |
| VI     | C-2      | ICS    | 011552-059-00258 | ASSY PULL BAR  | 6    | \$ 1,307.40 |
| VI     | C-2      | ICS    | 012634-305-00001 | Motor support ring for ø230 pulley   | 2    | \$ 19.52    |
| VI     | C-2      | ICS    | 0G0027-065-11000 | Motor Cable Local Cabinet Open end / Straight                                | 1    | \$ 75.44    |
| VI     | C-2      | ICS    | 0G0027-232-23000 | Power Cable 3phase, Open end / Straight (HanQ4/2)                            | 2    | \$ 279.46   |
| VI     | C-3      | ICS    | 000000-04309     | Interface converter USB/RS485 with cable RJ45 8p L=3,0m                      | 25   | \$ 4,922.25 |
| VI     | C-3      | ICS    | 001028-000-00603 | ø50 driven roller with axle ø14 axle extension 11 mm (2x), M8, EL= 603mm     | 2    | \$ 42.90    |
| VI     | C-3      | ICS    | 005400-50960     | NordCon program cable USB L=0,5m   | 2    | \$ 182.00   |
| VI     | C-3      | ICS    | 013103-162-00281 | ø60 Roller without covering, RL: 257;AGL: 281                                | 3    | \$ 68.91    |
| VI     | C-3      | ICS    | 013103-162-00368 | ø60 Roller without covering, RL: 344;AGL: 368                                | 1    | \$ 48.61    |
| VI     | C-3      | ICS    | 013103-162-00455 | ø60 Roller without covering, RL: 431;AGL: 455                                | 1    | \$ 50.64    |
| VI     | C-3      | ICS    | 013103-162-00541 | ø60 Roller without covering, RL: 517;AGL: 541                                | 1    | \$ 52.77    |
| VI     | C-3      | ICS    | 013103-162-00715 | ø60 Roller without covering, RL: 691;AGL: 715                                | 1    | \$ 57.02    |
| VI     | C-3      | ICS    | 013103-162-00802 | ø60 Roller without covering, RL: 778;AGL: 802                                | 1    | \$ 59.15    |
| VI     | C-FLOOR  | ICS    | 001090-001-01080 | ø60 gravity roller with spring st/hex 11 axle extension 15 mm (2x), EL= 1080 | 1    | \$ 34.40    |
| VI     | C-FLOOR  | ICS    | 001090-001-01380 | ø60 gravity roller with spring st/hex 11 axle extension 15 mm (2x), EL= 1380 | 3    | \$ 114.24   |
| VI     | C-FLOOR  | ICS    | 011507-605-11027 | Take-up pulley ø103 crowned L=1027, M12                                      | 4    | \$ 905.68   |
| VI     | C-FLOOR  | ICS    | 012634-242-01170 | Take-up roller ø71   | 1    | \$ 423.73   |
| VI     | C-FLOOR  | ICS    | 016690-074-06000 | Assy drive roller outer motor BC   | 1    | \$ 658.35   |
| VI     | C-FLOOR  | ICS    | 016690-077-04000 | Assy drive roller inner motor BC   | 2    | \$ 371.34   |
| VI     | C-FLOOR  | ICS    | 016690-079-04000 | Assy tail roller BC  | 2    | \$ 276.58   |
| VI     | C-FLOOR  | ICS    | 059005-123-31193 | ø71 Driven roller  | 1    | \$ 399.34   |
| VI     | C-FLOOR  | ICS    | 095545-090-004GG | Assy tail roller   | 1    | \$ 1,397.39 |
| VI     | C-FLOOR  | ICS    | 095545-093-004GG | Assy drive roller outer motor belt curve                                     | 1    | \$ 821.77   |
| VI     | C-FLOOR  | ICS    | 0L3530-11193     | Ø70 Driven roller  | 1    | \$ 210.66   |
| VI     | C-FLOOR  | ICS    | 0L9971-01243     | Assy snubber roller ø72 L=1243   | 1    | \$ 394.92   |
| VI     | C-FLOOR  | ICS    | N55008-001-00039 | Assy, take up pulley 4", BF=39"  | 1    | \$ 94.41    |
| VI     | C-FLOOR  | ICS    | N55008-003-00039 | Assy, drive pulley 6-3/4", 1-7/16" journal, BF=39"                           | 1    | \$ 325.71   |
| VI     | C-FLOOR  | ICS    | N55008-005-00039 | Assy, head/tail pulley 6", BF=39"  | 1    | \$ 141.62   |
| VI     | C-Floor  | ICS    | 001090-001-01000 | ø60 gravity roller with spring st/hex 11 axle extension 15 mm (2x), EL= 1000 | 1    | \$ 32.07    |
| VI     | C-Floor  | ICS    | 011507-611-01170 | Take-up pulley ø71   | 3    | \$ 340.92   |
| VI     | C-Floor  | ICS    | 012607-006-01204 | End take up pulley ø103 crowned  | 3    | \$ 1,050.21 |
| VI     | C-Floor  | ICS    | 012634-198-01170 | Tension roller ø100 cylindrical  | 1    | \$ 425.32   |
| VI     | C-Floor  | ICS    | 012634-198-01470 | Tension roller ø100 cylindrical  | 1    | \$ 73.76    |
| VI     | C-Floor  | ICS    | 012634-313-01343 | Drive pulley ø100 crowned with motor support ring                            | 3    | \$ 721.68   |
| VI     | C-Floor  | ICS    | 014496-492-01339 | Assy ø100 2PQ Keyway Drive Pulley Crowned with Motor Support Ring            | 5    | \$ 3,399.00 |
| VI     | C-Floor  | ICS    | 014496-495-01430 | Assy ø100 Centre Drive Keyway Drive Pulley Crowned with Motor Support Ring   | 6    | \$ 1,509.84 |
| VI     | C-Floor  | ICS    | 014496-495-01730 | Assy ø100 Centre Drive Keyway Drive Pulley Crowned with Motor Support Ring   | 2    | \$ 827.52   |
| VI     | C-Floor  | ICS    | 014496-498-01450 | Assy ø150 Drive Keyway Drive Pulley Crowned with Motor Support Ring          | 1    | \$ 700.93   |
| VI     | C-Floor  | ICS    | 059005-123-31493 | ø71 Driven roller  | 1    | \$ 399.34   |
| VI     | C-Floor  | ICS    | 0L1243-01096     | ASSY RETURN ROLLER ø52   | 1    | \$ 477.30   |
| VI     | C-Floor  | ICS    | 0L1598-01330     | Tension pulley ø72 L=1330  | 1    | \$ 331.04   |
| VI     | C-Floor  | ICS    | 0L3530-11142     | Ø70 Driven roller  | 1    | \$ 255.06   |
| VI     | C-Floor  | ICS    | 0L9478-00104     | ASSY PULLEY ø63 CROWNED  | 1    | \$ 349.51   |
| VI     | C-floor  | ICS    | 012634-242-01470 | Take-up roller ø71   | 1    | \$ 494.89   |
| VI     | C-floor  | ICS    | 014496-082-01074 | Take-up pulley ø103 crowned  | 1    | \$ 436.48   |
| VI     | C-floor  | ICS    | 059005-135-01180 | Take-up pulley ø100 cylindrical  | 1    | \$ 421.60   |
| VI     | D-1      | ICS    | 005301-00557     | Connector M12 male 4p 180° cable outlet                                      | 13   | \$ 383.37   |
| VI     | D-1      | ICS    | 005510-00406     | Power supply 230Vac / 24Vdc 10A 240W   | 1    | \$ 279.51   |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number      | Item Description  | Qty | Total Value  |
|--------|----------|--------|------------------|---|-----|--------------|
| VI     | D-1      | ICS    | 006002-14844     | Photo sensor proximity M12 male 4p 24Vdc pnp/npn range 0,1-2,5m                     | 1   | \$ 191.23    |
| VI     | D-1      | ICS    | 006002-15092     | Réflexor WxH 18x38mm  | 21  | \$ 120.75    |
| VI     | D-1      | ICS    | 006002-16021     | Proximity sensor inductive M18 size M12 male 4p 24Vdc pnp 1NO                       | 10  | \$ 126.10    |
| VI     | D-1      | ICS    | 006002-16022     | Proximity sensor inductive M12 size M12 male 4p 24Vdc pnp 1NO                       | 1   | \$ 24.57     |
| VI     | D-1      | ICS    | 006002-16036     | Proximity sensor inductive M30 size M12 male 4p 24Vdc pnp 1NO                       | 1   | \$ 32.23     |
| VI     | D-1      | ICS    | 006003-02653     | Filter mat 89x89x10mm   | 254 | \$ 728.98    |
| VI     | D-1      | ICS    | 008200-00802     | Controller MSC800-0000  | 1   | \$ 2,105.40  |
| VI     | D-1      | ICS    | 008200-04781     | Filter mat for fan WxH 289x289mm  | 150 | \$ 660.00    |
| VI     | D-1      | ICS    | 008200-04973     | Filter mat  | 49  | \$ 219.03    |
| VI     | D-1      | ICS    | 008200-18026     | Cloning plug 2x male connector M12 5 pin and female connector AUX M12 5 pin         | 2   | \$ 172.78    |
| VI     | D-1      | ICS    | 0G0027-035-22300 | Power Cable LMS 4.0 Open end / Straight   | 1   | \$ 47.93     |
| VI     | D-1      | ICS    | 0G0027-042-22300 | Motor Cable LMS-D 4.0 Straight / Angled   | 3   | \$ 406.17    |
| VI     | D-1      | ICS    | 0G0027-052-21500 | Motor Cable LMS-V 4.0 Straight / Angled   | 5   | \$ 735.55    |
| VI     | D-1      | ICS    | N00001-20036     | Encoder DFS21A-KCBAZ000S01  | 1   | \$ 316.00    |
| VI     | D-1      | ICS    | N00001-23641     | Redundant cloning module  | 4   | \$ 269.32    |
| VI     | D-1      | ICS    | N00001-23741     | Transformer 230x460V prim 115V sec  | 1   | \$ 102.64    |
| VI     | D-1      | ICS    | N02004-10010     | ATR Can cable L= 3m   | 1   | \$ 34.00     |
| VI     | D-1      | ICS    | N02004-10011     | ATR Can cable L= 0.7m   | 1   | \$ 30.00     |
| VI     | D-1      | ICS    | N02004-10012     | ATR Y-cable to EEPROM L= 0.4m   | 1   | \$ 43.00     |
| VI     | D-1      | ICS    | N02004-10017     | Photo eye WL2000-B5300  | 1   | \$ 75.63     |
| VI     | D-1      | ICS    | N02004-10019     | ATR light tree (Ye/Bl/Gn/Rd)  | 2   | \$ 827.10    |
| VI     | D-2      | ICS    | 006117-160-00001 | Assy Chain return pulley complete+1mm   | 4   | \$ 1,192.56  |
| VI     | D-2      | ICS    | 008200-01866     | Blower fan with cable   | 2   | \$ 801.02    |
| VI     | D-2      | ICS    | 009000-04721     | Servo motor spur gear g500-H45 MCS 06F41-RS0B0                                      | 4   | \$ 6,720.32  |
| VI     | D-2      | ICS    | 009000-04978     | Proximity sensor inductive cable 3x0,75mm <sup>2</sup> 24Vdc pnp 1NO L=2,0m         | 2   | \$ 239.98    |
| VI     | D-2      | ICS    | 009000-05017     | Servo motor spur gear GST04-2S VCR 09FC38 MCS 09F38-RS0B0                           | 4   | \$ 7,581.84  |
| VI     | D-2      | ICS    | 0G0027-035-21500 | Power Cable LMS 4.0 Open end / Straight   | 1   | \$ 44.53     |
| VI     | D-2      | ICS    | 0G0027-042-21500 | Motor Cable LMS-D 4.0 Straight / Angled   | 2   | \$ 247.32    |
| VI     | D-2      | ICS    | 0G0027-042-23000 | Motor Cable LMS-D 4.0 Straight / Angled   | 3   | \$ 234.51    |
| VI     | D-2      | ICS    | 0G0027-052-23000 | Motor Cable LMS-V 4.0 Straight / Angled   | 3   | \$ 272.37    |
| VI     | D-2      | ICS    | 0G0027-052-29999 | Motor Cable LMS-V 4.0 Straight / Angled   | 1   | \$ 191.06    |
| VI     | D-3      | ICS    | 006002-13693     | Cable M12 male 5p /M12 female 5p /H.F./L=2,0m                                       | 6   | \$ 129.66    |
| VI     | D-3      | ICS    | 008200-12115     | Line barcode scanner low density read distance 500-2200mm                           | 4   | \$ 16,821.48 |
| VI     | D-3      | ICS    | 0G0027-035-24000 | Power Cable LMS 4.0 Open end / Straight   | 3   | \$ 128.13    |
| VI     | D-3      | ICS    | 0G0027-052-25000 | Motor Cable LMS-V 4.0 Straight / Angled   | 10  | \$ 1,197.70  |
| VI     | D-3      | ICS    | 0L9196-00001     | PPI sensor assy   | 1   | \$ 221.80    |
| VI     | D-3      | ICS    | N96000-01392     | DC-UPS 24Vdc Power Supply Controller Battery (UZK24.071, UZO24.071)                 | 16  | \$ 2,459.20  |
| VI     | D-4      | ICS    | MXP-3708         | PANASONIC BATTERIES   | 13  | \$ 593.32    |
| VI     | D-4      | ICS    | MXP-3900         | UPS BATTERY BACK UP WITH SURGE PROTECTOR  | 2   | \$ 215.74    |
| VI     | D-4      | ICS    | MXP-4749         | NETWORK SURVEILLANCE CAMERA   | 2   | \$ 411.66    |
| VI     | D-4      | ICS    | MXP-4920         | V1SD-W-GN2M-PUR-E2S-V45-G- CONNECTION CABLE   | 5   | \$ 102.75    |
| VI     | D-FLOOR  | ICS    | 012634-001-01500 | Assy end take up W=1500   | 6   | \$ 5,300.28  |
| VI     | D-FLOOR  | ICS    | 014496-401-01789 | Drive Pulley ø230 Covered Keyway Crowned  | 1   | \$ 1,978.25  |
| VI     | D-Floor  | ICS    | N00733-00440     | KT47/DRN90L4//2/35.39/M4AB/270/1//1.44//460V/-                                      | 1   | \$ 914.03    |
| VI     | D-Floor  | ICS    | N00733-00467     | KT67/DRN100L4//BE5/HR/3/44.32/M4AB/270/1//1.68//460V/-                              | 1   | \$ 1,407.83  |
| VI     | E-1      | ICS    | 004931-00440     | Bearing Block Flange Ovl PCJT-40  | 5   | \$ 171.15    |
| VI     | E-1      | ICS    | 005300-00479     | Ethernet switch XB005 5x RJ45 twisted pair ports                                    | 3   | \$ 288.36    |
| VI     | E-1      | ICS    | 005301-00467     | Patch cord PowerCat 6 U/UTP LS0H grey L=3m  | 1   | \$ 20.38     |
| VI     | E-1      | ICS    | 005301-00478     | Patch cable 2x RJ45 CAT6 L=1,0m   | 1   | \$ 16.61     |
| VI     | E-1      | ICS    | 005301-00487     | Patch cable 2x RJ45 CAT6 L=2,0m   | 1   | \$ 27.40     |
| VI     | E-1      | ICS    | 005301-00567     | Connector Ethernet RJ45 2x2p 10/100Mbit/s 145° cable outlet fastconnect             | 10  | \$ 148.50    |
| VI     | E-1      | ICS    | 005302-10195     | Memory card micro 64kB  | 1   | \$ 59.83     |
| VI     | E-1      | ICS    | 005302-10270     | I/O module Digital 32x input 24Vdc  | 1   | \$ 519.74    |
| VI     | E-1      | ICS    | 005302-10271     | I/O module Digital 32x output 24Vdc 0,5A  | 1   | \$ 719.65    |
| VI     | E-1      | ICS    | 005302-10272     | Front connector 40-pin screw  | 2   | \$ 110.94    |
| VI     | E-1      | ICS    | 005302-20713     | Cable M12 male 4p straight / M12 female 4p right angle L=0,6m                       | 5   | \$ 132.00    |
| VI     | E-1      | ICS    | 005302-30507     | Interface module IM153-4  | 1   | \$ 578.58    |
| VI     | E-1      | ICS    | 005305-00991     | PN/PN Profinet coupler 24Vdc  | 5   | \$ 2,197.55  |
| VI     | E-1      | ICS    | 005510-00217     | Transformer MST 1-phase control and isolation P=3000VA IN: 208-550Vac OUT: 2x115Vac | 2   | \$ 1,377.44  |
| VI     | E-1      | ICS    | 005510-00362     | Power supply 110-240V / 24Vdc 3,8A class 2 spring clamp terminal                    | 1   | \$ 91.43     |
| VI     | E-1      | ICS    | 005510-00366     | Mico Basic 4.4 elecaux circuit, 4 channels IN: 24Vdc OUT                            | 2   | \$ 271.72    |
| VI     | E-1      | ICS    | 006002-01420     | Fuse socket modular cylindrical 1p for fuse link ø10x38mm class CC                  | 12  | \$ 76.68     |
| VI     | E-1      | ICS    | 006002-12294     | Dust protection disc SKINTOP SD-M 32  | 1   | \$ 0.16      |
| VI     | E-1      | ICS    | 006003-02885     | Outlet filter WxHxD 204x204x24mm (8x8) RAL7035                                      | 1   | \$ 38.10     |

## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number      | Item Description   | Qty  | Total Value  |
|--------|----------|--------|------------------|--|------|--------------|
| VI     | E-1      | ICS    | 006005-00900     | Relay terminal 250V 6A 1CO / coil 24Vdc screw terminal                                     | 2    | \$ 33.26     |
| VI     | E-1      | ICS    | 006011-01762     | Monitoring analog relay phase failure 160...690V 3p 2NO screw terminal                     | 10   | \$ 1,280.80  |
| VI     | E-1      | ICS    | 006011-01792     | Contact 400V 3p 15kW 32A AC3 / auxiliary 1NO+1NC coil 24Vdc spring clamp terminal          | 2    | \$ 144.64    |
| VI     | E-1      | ICS    | 006011-01918     | Surge suppressor varistor 24-48Vac / 24-70Vdc for size S0                                  | 1    | \$ 4.71      |
| VI     | E-1      | ICS    | 006012-05350     | Fuse socket modular cylindrical 3p for fuse link ø10x38mm class CC                         | 4    | \$ 155.08    |
| VI     | E-1      | ICS    | 006012-05353     | Fuse link cylindrical 20A 600V ø10x38mm class CC   | 7    | \$ 59.57     |
| VI     | E-1      | ICS    | 006012-07297     | Circuit breaker 400V 1p 30A C-char 14kA screw terminal                                     | 1    | \$ 29.87     |
| VI     | E-1      | ICS    | 006012-07298     | Circuit breaker 240V 1p 2A C-char 14kA screw terminal UL/CSA                               | 1    | \$ 29.87     |
| VI     | E-1      | ICS    | 006012-07301     | Circuit breaker 400V 1p 4A B-char 14kA screw terminal UL/CSA                               | 1    | \$ 29.87     |
| VI     | E-1      | ICS    | 006012-07302     | Circuit breaker 400V 1p 6A C-char 14kA screw terminal UL/CSA                               | 1    | \$ 29.87     |
| VI     | E-1      | ICS    | 006012-07303     | Circuit breaker 400V 1p 10A C-char 14kA screw terminal UL/CSA                              | 1    | \$ 24.91     |
| VI     | E-1      | ICS    | 006012-07520     | Auxiliary contact UL/CSA 2xNO for CB   | 1    | \$ 8.80      |
| VI     | E-1      | ICS    | 006013-10717     | Circuit breaker 480V 3p 35A 65kA protection IR 35A screw terminal                          | 5    | \$ 788.30    |
| VI     | E-1      | ICS    | 006013-10768     | Main switch extension shaft 8x8mm L=600mm  | 1    | \$ 17.64     |
| VI     | E-1      | ICS    | 008200-03318     | Communication processor CP343-1  | 1    | \$ 1,087.47  |
| VI     | E-1      | ICS    | 008200-12343     | Distributor module 7p  | 5    | \$ 520.80    |
| VI     | E-1      | ICS    | 008200-12349     | Cable piece for podis ribbon cable 7x2,5mm <sup>2</sup> and 7x4mm <sup>2</sup>             | 19   | \$ 146.68    |
| VI     | E-1      | ICS    | 008200-12350     | Housing gland for podis ribbon cable 7x2,5mm <sup>2</sup> and 7x4mm <sup>2</sup>           | 38   | \$ 439.66    |
| VI     | E-1      | ICS    | 008200-18105     | I/O Module ET200SP Digital 4x output 24Vdc fail-safe                                       | 1    | \$ 317.71    |
| VI     | E-1      | ICS    | 008200-59727     | Circuit breaker 400V 1p 4A C-char 5kA screw terminal                                       | 1    | \$ 27.16     |
| VI     | E-1      | ICS    | 008201-00931     | DIN Rail adaptor   | 1    | \$ 23.64     |
| VI     | E-1      | ICS    | 009000-01061     | SACC-M12MS-5CON-PG 9-M plug connector  | 1    | \$ 14.53     |
| VI     | E-1      | ICS    | 009000-02035     | Fuse socket modular cylindrical 2p for fuse link ø10x38mm class CC                         | 2    | \$ 53.76     |
| VI     | E-1      | ICS    | MXP-4021         | SCREW HS FT M8x25 ISO4762  | 38   | \$ 24.70     |
| VI     | E-1      | ICS    | N00001-23712     | SlimFix SFX 11/60 MM GE  | 1    | \$ 486.97    |
| VI     | E-1      | ICS    | N00001-23714     | THM MMP Perforator   | 1    | \$ 1,126.53  |
| VI     | E-1      | ICS    | N55008-002-00039 | Assy, snubber pulley 4", BF=39"  | 1    | \$ 77.00     |
| VI     | E-1      | ICS    | N55014-039-00002 | Safety Items, Bearing Caps, Plastic, 209 (1-11/16") Bearing                                | 3    | \$ 23.28     |
| VI     | E-1      | ICS    | N95200-40008     | Interconnecting rods L=800mm = 31.50"  | 1    | \$ 43.79     |
| VI     | E-1      | ICS    | N96000-01391     | DC-UPS 24Vdc Power Supply Controller   | 1    | \$ 227.10    |
| VI     | E-1      | ICS    | N96100-52001     | Power supply 3PH 380-480V 50/60Hz / 24VDC, 10A   | 1    | \$ 149.94    |
| VI     | E-2      | ICS    | 003440-570-00001 | Connection box round 10 mm2 / 2x flat (M32 cable gland)                                    | 3    | \$ 608.58    |
| VI     | E-2      | ICS    | 005300-00476     | Ethernet switch XC208 8x RJ45 10/100Mbit/s managed Profinet 24Vdc DIN rail                 | 7    | \$ 3,214.40  |
| VI     | E-2      | ICS    | 005302-10131     | Central Processing Unit S7-300 CPU 319F-3  | 1    | \$ 7,828.26  |
| VI     | E-2      | ICS    | 006003-02840     | Component shelf 100kg WxHxD 671x45x400mm slotted for W=800mm                               | 1    | \$ 117.49    |
| VI     | E-2      | ICS    | 006003-02872     | Filter fan 230/250m <sup>3</sup> /h 115V WxH 255x255mm                                     | 10   | \$ 2,075.00  |
| VI     | E-2      | ICS    | 006013-10738     | Circuit breaker 480V 3p 400A 65kA protection IR 160...400A screw terminal                  | 2    | \$ 1,924.26  |
| VI     | E-2      | ICS    | 013104-116-00275 | Tension bolt M12   | 2    | \$ 145.44    |
| VI     | E-3      | ICS    | 000000-10178     | Distance sensor M12 male 4p 24Vdc range 0,2-8,0m I/O-link                                  | 11   | \$ 4,121.59  |
| VI     | E-3      | ICS    | 005301-00562     | Connector Ethernet RJ45 2x2p 10/100Mbit/s 90° cable outlet fastconnect                     | 4    | \$ 133.56    |
| VI     | E-3      | ICS    | 005302-20711     | IDENT Control Compact with Profinet interface  | 6    | \$ 2,190.24  |
| VI     | E-3      | ICS    | 005510-00357     | Power supply 380-480V / 48Vdc 5A screw terminal  | 12   | \$ 2,809.20  |
| VI     | E-3      | ICS    | 006002-00190     | Emergency relay 3NO+1NC / coil 24Vdc spring clamp terminal                                 | 9    | \$ 3,255.93  |
| VI     | E-3      | ICS    | 006002-13667     | Cable M12 female 4p / wire HF L=20m  | 1    | \$ 10.39     |
| VI     | E-3      | ICS    | 006002-14890     | Reflector WxHxD 50,9x50,9x8,5mm screw on   | 4    | \$ 12.32     |
| VI     | E-3      | ICS    | 006012-07481     | Circuit breaker 277/480V 2p 10A C-char 10kA screw terminal UL/CSA                          | 2    | \$ 248.86    |
| VI     | E-3      | ICS    | 008200-10930     | Evolution primary switched power supply 3-phase IN: 360-520Vac OUT: 22-28V/20Adc           | 2    | \$ 607.54    |
| VI     | E-3      | ICS    | 009000-05904     | Motor starter safety 500V 3p 0,55...3,0kW 1,6...7,0A 24Vdc spring clamp terminal           | 16   | \$ 2,144.64  |
| VI     | E-3      | ICS    | 009000-05905     | Motor starter safety reversing 500V 3p 0,55...3,0kW 1,6...7,0A 24Vdc spring clamp terminal | 3    | \$ 413.64    |
| VI     | E-END    | ICS    | 004406-10032     | Belt Flexam EX 10/2 0+A32 black AS FR W=1000 prepared                                      | 78.5 | \$ 2,111.65  |
| VI     | E-FLOOR  | ICS    | 000420-13586     | R37/DRN80M4/0,75/254/M1-0/-/AND8/25/-/E/50   | 5    | \$ 2,914.50  |
| VI     | E-Floor  | ICS    | 000430-02060     | SK9022.1VL/90LP4/1,5/44/M5B-3/-/MSQ8/35/TF/A/#/60  | 1    | \$ 679.37    |
| VI     | E-Floor  | ICS    | 000430-02081     | SK92372.1AB/80LP4/0,75/138/M4B-4/B/MSQ8/30/TF/A/#/60                                       | 1    | \$ 589.05    |
| VI     | E-Floor  | ICS    | 000430-02089     | SK92372.1AB/90SP4/1,1/191/M4B-4/B/MSQ8/30/TF/A/#/60  | 1    | \$ 637.39    |
| VI     | E-Floor  | ICS    | 000430-02128     | SK92372.1ABD/90SP4/1,1/248/M4-2/B/MSQ8/30/TF/A/#/60  | 1    | \$ 669.20    |
| VI     | E-Floor  | ICS    | 000430-13446     | SK92672.1AZB/100LP4/2,2/174/M4A-4/-/MSQ8/40/TF/A/#/60                                      | 1    | \$ 774.79    |
| VI     | EH-END   | ICS    | 004449-13031     | Belt E8/2 U0/V20 AR-SE black W=1300 prepared FR  | 131  | \$ 50,483.47 |
| VI     | F-1      | ICS    | 000000-10642     | RFID Safety sensor M12 male 8p 24Vdc   | 5    | \$ 3,209.15  |
| VI     | F-1      | ICS    | 000430-02086     | SK92372.1AB/80LP4/0,75/190/M4B-4/-/MSQ8/30/TF/A/#/60                                       | 2    | \$ 918.56    |
| VI     | F-1      | ICS    | 000430-02096     | SK92372.1AB/80LP4/0,75/62/M4B-4/-/MSQ8/40/TF/A/#/60  | 1    | \$ 459.00    |
| VI     | F-1      | ICS    | 000771-00007     | Wheel ø50x18 with bearing 6202 ZZ  | 2    | \$ 28.76     |
| VI     | F-1      | ICS    | 001690-10110     | Compression spring GSC 10,0x50,0x110,0 DIN17223-1 1200 DIN2095                             | 1    | \$ 42.20     |
| VI     | F-1      | ICS    | 001696-10006     | Spring cotters of a bolt 6 (=5mm) x85 DIN11024ZP   | 1    | \$ 4.82      |
| VI     | F-1      | ICS    | 004821-03102     | Roller chain connection link simplex ISO 606 (DIN8187)-08B-1 ( 1/2 ) type 26               | 11   | \$ 11.22     |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number      | Item Description   | Qty | Total Value  |
|--------|----------|--------|------------------|--|-----|--------------|
| VI     | F-1      | ICS    | 004821-04102     | Roller chain Off simplex ISO 606 (DIN8187)-08B-1 Type 30 (1/2x5/16") | 1   | \$ 6.59      |
| VI     | F-1      | ICS    | 004901-00205     | Bearing slide flange BP25C 22/29x18 porous bronze                    | 2   | \$ 16.88     |
| VI     | F-1      | ICS    | 004904-00606     | Bearing ball 6205/Z-C3-25 ISO15-1981                                 | 2   | \$ 38.94     |
| VI     | F-1      | ICS    | 004904-00702     | Bearing ball 6201-(2Z/C-2Z)-C3                                       | 3   | \$ 31.02     |
| VI     | F-1      | ICS    | 004904-63081     | Bearing ball 6308-(2Z/C-2Z/ZZ)-C3                                    | 4   | \$ 177.52    |
| VI     | F-1      | ICS    | 004931-00335     | Bearing Block Flange Sqr PCJ-35                                      | 2   | \$ 62.52     |
| VI     | F-1      | ICS    | 004931-00424     | Bearing unit oval flange 2 holes composite housing ø25mm             | 8   | \$ 285.04    |
| VI     | F-1      | ICS    | 004931-00835     | Bearing block flanged d=35mm   | 2   | \$ 76.54     |
| VI     | F-1      | ICS    | 004931-00860     | Bearing Block Flange Rnd PME-60 N                                    | 1   | \$ 110.99    |
| VI     | F-1      | ICS    | 004931-02035     | Bearing ball with grooved housing PE35 DIN620                        | 10  | \$ 1,645.70  |
| VI     | F-1      | ICS    | 005400-00156     | Shock absorber   | 2   | \$ 23.36     |
| VI     | F-1      | ICS    | 005510-00369     | Power supply 100-240V 1p / 24Vdc 2,5A screw terminal                 | 5   | \$ 316.95    |
| VI     | F-1      | ICS    | 006011-11280     | Actuator without magnet latching for safety sensor RFID switch 3SE63 | 5   | \$ 165.25    |
| VI     | F-1      | ICS    | 011505-415-00001 | PULLEY ø82 DRIVE SHAFT   | 3   | \$ 419.46    |
| VI     | F-1      | ICS    | 012634-196-00016 | Sprocket   | 2   | \$ 30.14     |
| VI     | F-1      | ICS    | 014496-084-00001 | Tension block left   | 3   | \$ 428.10    |
| VI     | F-1      | ICS    | 014496-138-00001 | Torsion arm reaction block   | 2   | \$ 147.52    |
| VI     | F-1      | ICS    | 016690-080-00001 | Assy support outer bearing for BC                                    | 3   | \$ 187.65    |
| VI     | F-1      | ICS    | 059005-024-02375 | Special chain for take up  | 1   | \$ 94.48     |
| VI     | F-1      | ICS    | 059005-024-02413 | Special chain for take up  | 1   | \$ 30.77     |
| VI     | F-1      | ICS    | 059005-024-02972 | Special chain for take up  | 1   | \$ 85.77     |
| VI     | F-1      | ICS    | 059005-024-03023 | Special chain for take up  | 1   | \$ 39.14     |
| VI     | F-1      | ICS    | 059005-505-01025 | Detection ring (one flange)  | 1   | \$ 42.88     |
| VI     | F-1      | ICS    | 0P0518-00001     | Side Guarding Connecting Pin   | 198 | \$ 455.40    |
| VI     | F-1      | ICS    | 0P6803-00001     | Bearing House Bearing D 52mm H=48mm                                  | 1   | \$ 83.56     |
| VI     | F-1      | ICS    | N00001-23711     | THM EL 15mm WS 30m   | 1   | \$ 42.00     |
| VI     | F-1      | ICS    | N02004-00317     | Thrust bearing washer D=3/4" d=0.502" t=1/16" SAE 841 bronze         | 2   | \$ 2.26      |
| VI     | F-1      | ICS    | N03803-90034     | 3/4" neoprene duck washer t=1/4" ID=13/16" OD=2" 1,000 psi           | 4   | \$ 18.00     |
| VI     | F-1      | ICS    | N04931-20107     | Bearing, 1-7/16", 207, 2 bolt, F2B-SXR-107-ABHS                      | 2   | \$ 48.00     |
| VI     | F-1      | ICS    | N55014-039-00001 | Safety Items, Bearing Caps, Plastic, 207 (1-7/16") Bearing           | 1   | \$ 3.35      |
| VI     | F-2      | ICS    | 001093-000-00453 | ø60 roller with axle ø17 A = M12X20, AGL= 453mm                      | 1   | \$ 52.35     |
| VI     | F-2      | ICS    | 003440-500-00001 | LCC Profinet Switch - UL   | 1   | \$ 3,147.13  |
| VI     | F-2      | ICS    | 003440-501-00001 | LCC Profinet / Profinet Coupler - UL                                 | 1   | \$ 3,892.79  |
| VI     | F-2      | ICS    | 003440-502-00001 | LCC Profinet / ASI Gateway - UL                                      | 1   | \$ 3,847.70  |
| VI     | F-2      | ICS    | 003440-504-00001 | LCC Profinet 8I / 4Q Safe - UL                                       | 3   | \$ 8,098.92  |
| VI     | F-2      | ICS    | 003440-520-00001 | LCC Interlock Safety Gate - UL                                       | 1   | \$ 2,764.60  |
| VI     | F-2      | ICS    | 005302-20712     | IDENT Control read/write head  | 13  | \$ 3,094.13  |
| VI     | F-2      | ICS    | 008200-22637     | I/O Module ET200SP safety relay 1x output module 24Vdc 5A 2NO        | 2   | \$ 281.04    |
| VI     | F-2      | ICS    | 008200-22638     | Base unit push-in terminals ET200SP BU-type F0 BU20-P8+A4+0B         | 2   | \$ 52.54     |
| VI     | F-2      | ICS    | 011507-360-00001 | Weldment lever   | 1   | \$ 879.26    |
| VI     | F-3      | ICS    | 003440-503-00001 | LCC Profinet 16I Safe - UL   | 1   | \$ 3,051.35  |
| VI     | F-3      | ICS    | 005303-00523     | AS-I Power supply 30Vdc 2,8A VAN-115/230AC-K19 class 2               | 6   | \$ 448.56    |
| VI     | F-3      | ICS    | 006002-14936     | End cap AS-I flat cable for installation without tools IP54          | 600 | \$ 336.00    |
| VI     | F-Floor  | ICS    | 000430-02065     | SK92172.1AB/80S4/0,55/139/M4B-2/B/MSQ8/30/-/A/#                      | 1   | \$ 575.27    |
| VI     | F-Floor  | ICS    | 000430-02080     | SK92372.1AB/80LP4/0,75/138/M4B-4/-/MSQ8/30/TF/A/#/60                 | 1   | \$ 459.28    |
| VI     | F-Floor  | ICS    | 000430-02111     | SK92372.1AB/80LP4/0,75/123/M4B-4/B/MSQ8/40/TF/A/#/60                 | 1   | \$ 589.05    |
| VI     | F-Floor  | ICS    | 000430-02113     | SK92372.1AB/90SP4/1,1/123/M4B-4/B/MSQ8/40/TF/A/#/60                  | 1   | \$ 637.39    |
| VI     | F-Floor  | ICS    | 000430-02125     | SK92372.1ABD/80S4/0,55/244/M4-2/B/MSQ8/30/-/A/#                      | 1   | \$ 613.99    |
| VI     | F-Floor  | ICS    | 000430-13445     | SK92672.1AZB/100LP4/2,2/155/M4A-4/-/MSQ8/40/TF/A/#/60                | 3   | \$ 2,439.00  |
| VI     | F-WALL   | ICS    | 010893-075-00001 | Assy 1410044 - TEG   | 2   | \$ 65,414.36 |
| VI     | G-1      | ICS    | 002741-07050     | Key Rounded 8x7x50 ISO R 773/DIN6885 (Form A) Ck 45 DIN1652          | 3   | \$ 1.86      |
| VI     | G-1      | ICS    | 003600-51001     | Damper round type B 75x40 M10  | 2   | \$ 28.08     |
| VI     | G-1      | ICS    | 004785-00018     | Rosta tension element SE-18  | 1   | \$ 36.02     |
| VI     | G-1      | ICS    | 004840-16156     | Taper lock bushing 1615-25   | 10  | \$ 749.90    |
| VI     | G-1      | ICS    | 004840-16158     | Taper lock bushing 1615-35   | 1   | \$ 12.59     |
| VI     | G-1      | ICS    | 004857-30030     | Pulley TB TL 30-8M-30/1F   | 10  | \$ 86.00     |
| VI     | G-1      | ICS    | 004857-38030     | Pulley TB TL 38-8M-30/1F   | 1   | \$ 24.70     |
| VI     | G-1      | ICS    | 004885-80030     | Timing belt RPP-8MHP-30 L=800mm                                      | 20  | \$ 615.40    |
| VI     | G-1      | ICS    | 004888-34923     | Poly-V belt PL ribbed profile L=3492mm z=12                          | 14  | \$ 1,490.16  |
| VI     | G-1      | ICS    | 004931-00425     | Bearing Block Flange Ovl PCJT-25                                     | 7   | \$ 348.74    |
| VI     | G-1      | ICS    | 006002-12291     | Dust protection disc SKINTOP SD-M 16                                 | 1   | \$ 0.05      |
| VI     | G-1      | ICS    | 006002-12293     | Dust protection disc SKINTOP SD-M 25                                 | 1   | \$ 0.10      |
| VI     | G-1      | ICS    | 006002-13686     | Cable sensor M12 male 4p straight / M12 female 4p straight HF L=10m  | 1   | \$ 16.24     |
| VI     | G-1      | ICS    | 006002-15051     | AS-I Tap-off cable fused double tap-off M12 L=1,0m                   | 10  | \$ 183.10    |

## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number      | Item Description  | Qty | Total Value  |
|--------|----------|--------|------------------|---|-----|--------------|
| VI     | G-1      | ICS    | 006003-02555     | Cylinder included key no. 3524E   | 5   | \$ 65.10     |
| VI     | G-1      | ICS    | 006013-11851     | Signal indicator light ø22mm yellow smooth lens                                     | 1   | \$ 4.33      |
| VI     | G-1      | ICS    | 006013-11859     | Light module socket integrated white LED 24Vac/dc spring clamp terminal             | 10  | \$ 78.00     |
| VI     | G-1      | ICS    | 006013-11860     | Contactholder for 3 contacts  | 9   | \$ 17.19     |
| VI     | G-1      | ICS    | 006013-11862     | Contact element 500Vac/dc 10A 1NC spring clamp terminal                             | 1   | \$ 5.98      |
| VI     | G-1      | ICS    | 006611-00045     | Ball-joint GAKR10 PW  | 5   | \$ 269.80    |
| VI     | G-1      | ICS    | 006881-00055     | Sheet metal plug ø25,4mm  | 1   | \$ 0.30      |
| VI     | G-1      | ICS    | 006881-00218     | Emergency Switch cover plate  | 1   | \$ 21.41     |
| VI     | G-1      | ICS    | 008200-12345     | Connection module 20A 7p tap-off UL Listed  | 13  | \$ 255.97    |
| VI     | G-1      | ICS    | 011552-814-00001 | Guiding Plate   | 1   | \$ 168.80    |
| VI     | G-1      | ICS    | 013104-646-00001 | SBAAssy tension pulley v-belt stc: 205mm type: TB-12-PL-198                         | 1   | \$ 420.91    |
| VI     | G-1      | ICS    | 013117-142-00001 | Assy brush Triplanar Tilted CCW   | 2   | \$ 98.14     |
| VI     | G-1      | ICS    | 0G0027-150-10500 | Standard Earth Litz 10mm <sup>2</sup> Prefab - UL / M6 - M6 / 0,5mtr                | 3   | \$ 31.41     |
| VI     | G-1      | ICS    | 0G0027-150-12000 | Standard Earth Litz 10mm <sup>2</sup> Prefab - UL / M6 - M6 / 2mtr                  | 1   | \$ 26.43     |
| VI     | G-1      | ICS    | 0L8343-00001     | Assy tension pulley ø205mm  | 1   | \$ 325.24    |
| VI     | G-1      | ICS    | 0P0453-00001     | Axle pressure unit  | 1   | \$ 21.66     |
| VI     | G-1      | ICS    | N00001-23715     | Ribbon MM 76/360 SW   | 1   | \$ 187.21    |
| VI     | G-2      | ICS    | 001036-090-00001 | Assy sideguarding connection (die casting)  | 16  | \$ 88.96     |
| VI     | G-2      | ICS    | 004452-01990     | Belt E8/2 U0/V15/LG-SE black W=75 L=1990mm endless                                  | 18  | \$ 432.72    |
| VI     | G-2      | ICS    | 004904-00407     | Bearing ball 6006-(2RS1/C-2HRS/DDU)-C3  | 100 | \$ 1,980.00  |
| VI     | G-2      | ICS    | 004931-00036     | Bearing block pillow PASE-35  | 2   | \$ 78.16     |
| VI     | G-2      | ICS    | 004937-00021     | Ball-joint GAKFR20 PB DIN648K Steel/bronze (M20x1,5R)                               | 8   | \$ 1,763.76  |
| VI     | G-2      | ICS    | 006013-10950     | Main switch 690V 6p 25A screw terminal  | 1   | \$ 73.72     |
| VI     | G-2      | ICS    | 008200-11363     | Stud type track rollers   | 200 | \$ 4,422.00  |
| VI     | G-2      | ICS    | 011505-376-00001 | Wheel ø180/112/82 Driven  | 53  | \$ 29,457.40 |
| VI     | G-2      | ICS    | 011552-335-00025 | Wheel ø180/112 Drive Shaft A=25   | 23  | \$ 5,166.49  |
| VI     | G-2      | ICS    | 012607-472-00003 | Rosta Pressure Unit   | 1   | \$ 112.52    |
| VI     | G-2      | ICS    | 059005-024-02425 | Special chain for take up   | 1   | \$ 17.92     |
| VI     | G-2      | ICS    | 0L7922-00001     | Assy rol ø66 AL=48mm RL=45mm  | 4   | \$ 583.92    |
| VI     | G-3      | ICS    | 000000-03122     | Fan and filter unit TopTherm 770m <sup>3</sup> /h 115V 1p                           | 2   | \$ 1,425.28  |
| VI     | G-3      | ICS    | 005305-00555     | Ethernet switch X208 8x RJ45 10/100Mbit/s managed Profinet 24Vdc DIN rail           | 3   | \$ 4,055.34  |
| VI     | G-3      | ICS    | 006003-02334     | Fuse holder 30A to 60A 3p UL 2,5-50mm <sup>2</sup> AWG1-14                          | 1   | \$ 105.10    |
| VI     | G-3      | ICS    | 006003-02875     | Filter fan 105/120m <sup>3</sup> /h 115V WxH 204x204mm                              | 5   | \$ 858.30    |
| VI     | G-3      | ICS    | 006003-02879     | Filter fan 550m <sup>3</sup> /h 115V WxH 118,5x118,5mm                              | 1   | \$ 265.82    |
| VI     | G-3      | ICS    | 006003-02886     | Outlet filter for 3240.1xx and 3241.1xxRAL7035                                      | 1   | \$ 43.79     |
| VI     | G-3      | ICS    | 006003-02887     | Outlet filter for 3243. 3244, 3245 RAL7035  | 1   | \$ 50.82     |
| VI     | G-3      | ICS    | 006013-10949     | Main switch 690V 3p 25A screw terminal  | 1   | \$ 34.42     |
| VI     | G-3      | ICS    | 008200-26608     | SLB415 220kg epoxy  | 1   | \$ 398.99    |
| VI     | G-4      | ICS    | MXP-3492         | TRANSFORMER   | 1   | \$ 1,700.00  |
| VI     | G-FLOOR  | ICS    | 000430-02098     | SK92672.1AB/90SP4/1,1/64/M4B-4/-/MSQ8/40/TF/A/#/60                                  | 7   | \$ 4,666.55  |
| VI     | G-FLOOR  | ICS    | 000430-13436     | '-/100LP4/2,2//M1-1/-/MSQ8/24/TF/A/   | 5   | \$ 1,466.15  |
| VI     | G-FLOOR  | ICS    | 000430-15700     | SK92172.1AB/80SP4/0,55/183/M4B-2/B/MSQ8/30/TF/A/#/60                                | 5   | \$ 2,520.00  |
| VI     | G-FLOOR  | ICS    | 000430-15711     | SK02050AZB/80SP4/0,55/212/M4A-3/B/MSQ8/30/TF/A/#/60                                 | 3   | \$ 3,213.00  |
| VI     | G-Floor  | ICS    | 000420-13584     | R57/DRN80M4/0,75/58/M1-0/B/AND8/35/TH/A/50  | 1   | \$ 1,128.94  |
| VI     | GH-END   | ICS    | 016690-071-00030 | BC belt, Chiorino 2T12 U0-V10 FM FR black - RN=865mm - BN=680mm - Angle=30°         | 2   | \$ 2,081.96  |
| VI     | H-1      | ICS    | 000420-13311     | R17/DRN80M4/0,75/249/M1-0/-/AND8/20/-/E/50  | 4   | \$ 1,875.88  |
| VI     | H-1      | ICS    | 000771-00180     | wheel ø180x50 PU 95° shore A  | 6   | \$ 597.00    |
| VI     | H-1      | ICS    | 001036-553-00001 | Assy limit switch right   | 1   | \$ 50.01     |
| VI     | H-1      | ICS    | 001036-554-00001 | Assy limit switch left  | 1   | \$ 50.01     |
| VI     | H-1      | ICS    | 004821-00102     | Roller chain simplex ISO 606 (DIN8187)-08B-1 1/2                                    | 33  | \$ 125.40    |
| VI     | H-1      | ICS    | 004931-10130     | Bearing block tension PHE-30 DIN1680 GSL319   | 2   | \$ 77.10     |
| VI     | H-1      | ICS    | 004937-00064     | Ball-joint GAL25 UK 64 DIN648E CR/PTFE (M24x2)                                      | 3   | \$ 147.00    |
| VI     | H-1      | ICS    | 005302-40005     | Operator panel HMI KTP400 4" TFT display touch and key Profinet                     | 1   | \$ 918.04    |
| VI     | H-1      | ICS    | 005400-41086     | Frequency converter 380-500V 3p 11kW 24A Movidrive application version              | 1   | \$ 3,111.84  |
| VI     | H-1      | ICS    | 005400-41093     | Resolver cable ASTA 12p / D-sub 9p for Movidrive L=4,0m                             | 1   | \$ 115.80    |
| VI     | H-1      | ICS    | 006002-13665     | Cable sensor M12 female 4p straight / wire HF L=5,0m                                | 1   | \$ 7.81      |
| VI     | H-1      | ICS    | 006002-14887     | Photo sensor M12 male 4p pigtail L=300mm and reflector H50                          | 211 | \$ 3,671.40  |
| VI     | H-1      | ICS    | 006112-612-00001 | Assy Service Exchange return pulleyØ130 complete                                    | 4   | \$ 1,741.20  |
| VI     | H-1      | ICS    | 008200-24384     | Precision junction box  | 1   | \$ 441.59    |
| VI     | H-1      | ICS    | 009000-00355     | Transformer MST 1-phase control and isolation P=2000VA IN: 208-550Vac OUT: 2x115Vac | 2   | \$ 1,074.94  |
| VI     | H-1      | ICS    | 011504-895-00001 | ASSY CABLE STEPPERMOTOR / ACM   | 4   | \$ 237.36    |
| VI     | H-2      | ICS    | 001036-109-00001 | Assy lift motor shaft   | 1   | \$ 154.11    |
| VI     | H-2      | ICS    | 004931-00420     | Bearing Block Flange Ovl PCJT-20  | 2   | \$ 33.48     |
| VI     | H-2      | ICS    | 004931-00850     | Bearing Block Flange Rnd PME-50 N   | 2   | \$ 119.44    |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number      | Item Description  | Qty | Total Value |
|--------|----------|--------|------------------|---|-----|-------------|
| VI     | H-2      | ICS    | 005302-30515     | Interface module IM155-6PN Profinet ET200SP 24Vdc                                     | 6   | \$ 916.80   |
| VI     | H-2      | ICS    | 005400-41094     | Cable with 1x connector SB14 / wire (4x4+(3x1))mm <sup>2</sup> L=4,0m for brake motor | 1   | \$ 203.71   |
| VI     | H-2      | ICS    | 005400-41097     | Resolver cable ASTA 12p / D-sub 9p for Movidrive L=10m                                | 1   | \$ 149.92   |
| VI     | H-2      | ICS    | 006002-00193     | Emergency relay 3NO+1NC / coil 24Vdc screw terminal                                   | 1   | \$ 202.16   |
| VI     | H-2      | ICS    | 006011-11321     | Limit switch 5 direction 1NO+2NC M20x1,5 metric screw terminal                        | 1   | \$ 87.26    |
| VI     | H-2      | ICS    | 051340-133-01054 | Profile slide   | 1   | \$ 634.13   |
| VI     | H-2      | ICS    | 095545-133-00000 | Assy support inner bearing  | 1   | \$ 62.09    |
| VI     | H-2      | ICS    | MXP-3499         | FD SAFETY NEW PE BRACKET 2020   | 1   | \$ 85.00    |
| VI     | H-2      | ICS    | MXP-3500         | FD SAFETY MUTE PE WALL ANGLE 2020   | 1   | \$ 60.00    |
| VI     | H-2      | ICS    | MXP-3505         | FIRE RELEASE BRACKET  | 1   | \$ 120.00   |
| VI     | H-2      | ICS    | MXP-3506         | SAFETY MUTE PE BRACKET 2020   | 1   | \$ 75.00    |
| VI     | H-3      | ICS    | 001036-110-00001 | Assy scissor hinge bearing  | 1   | \$ 194.07   |
| VI     | H-3      | ICS    | 004931-00830     | Bearing Block Flange Rnd PME-30 N   | 2   | \$ 70.18    |
| VI     | H-3      | ICS    | 004931-00840     | Bearing Block Flange Rnd PME-40 N   | 2   | \$ 91.58    |
| VI     | H-3      | ICS    | 005303-00526     | AS-i Gateway Profinet I/O device 2 channel 2x RJ45 10/100Mbit/s DMD-EV2               | 2   | \$ 1,980.28 |
| VI     | H-3      | ICS    | 006002-15048     | AS-i Tap-off cable fused double tap-off M12 L=2,30m                                   | 1   | \$ 9.95     |
| VI     | H-3      | ICS    | 006011-11330     | Pull cord switch 1NO+1NC 2x M25x1,5 metric metal enclosure screw terminal             | 6   | \$ 1,307.64 |
| VI     | H-3      | ICS    | 006013-10628     | Emergency stop push button mushroom red/yellow 2NC rotate to unlatch with shroud      | 3   | \$ 77.46    |
| VI     | H-3      | ICS    | 006013-10678     | Enclosure plastic 3 positions WxHxD 85x154x64mm grey                                  | 5   | \$ 56.00    |
| VI     | H-3      | ICS    | 007679-040-01250 | Double-strand roller chain 05B-2, 1250 links=10000mm inside/inside                    | 2   | \$ 34.90    |
| VI     | H-3      | ICS    | 0P9602-00065     | DRIVE PULLEY  | 1   | \$ 162.33   |
| VI     | H-3      | ICS    | N04821-92040     | Roller chain RC40 L=91.5" (183 links) + connecting link + offset link (total L=92.5") | 1   | \$ 22.62    |
| VI     | H-FLOOR  | ICS    | 000430-02072     | SK92172.1AB/80LP4/0,75/265/M4B-2/-/MSQ8/30/TF/A/#/60                                  | 4   | \$ 1,719.20 |
| VI     | H-FLOOR  | ICS    | 000430-02087     | SK92372.1AB/80LP4/0,75/190/M4B-4/B/MSQ8/30/TF/A/#/60                                  | 4   | \$ 2,472.00 |
| VI     | H-FLOOR  | ICS    | 000430-15675     | SK92372.1ABD/80SP4/0,55/248/M4-2/B/MSQ8/30/TF/A/#/60                                  | 5   | \$ 3,350.00 |
| VI     | H-FLOOR  | ICS    | 013056-061-30002 | Assy Switchmotor Left + Right   | 1   | \$ 1,802.04 |
| VI     | H-Floor  | ICS    | 000430-02100     | SK92672.1AB/90LP4/1,5/63/M4B-4/-/MSQ8/40/TF/A/#/60                                    | 12  | \$ 8,076.00 |
| VI     | I-1      | ICS    | 001036-004-00001 | Drive pulley (machined)   | 6   | \$ 120.84   |
| VI     | I-1      | ICS    | 001036-058-00001 | Footbase bracket  | 5   | \$ 98.50    |
| VI     | I-1      | ICS    | 001690-00142     | Compression spring 2,5x25x115 squared ground DIN17223-1.1200, DIN2095                 | 3   | \$ 9.87     |
| VI     | I-1      | ICS    | 001690-00900     | Compression spring GSC 3,2x25,0x94,5 DIN17223-1.1200 DIN2095                          | 1   | \$ 11.70    |
| VI     | I-1      | ICS    | 001690-63110     | Compression spring 6,3x38,3x110,0 squared ground DIN17223-1.1200 DIN2095              | 3   | \$ 19.77    |
| VI     | I-1      | ICS    | 001690-80135     | Compression spring 8,0x40,0x135 squared ground DIN17223-1.1200 DIN2095                | 1   | \$ 25.66    |
| VI     | I-1      | ICS    | 001690-81090     | Compression spring GSC 8,0x40,0x90,0 coated DIN 17223-1.1200 DIN2095                  | 1   | \$ 80.49    |
| VI     | I-1      | ICS    | 003600-50010     | Damper A 50x30A 57 Shore  | 4   | \$ 17.12    |
| VI     | I-1      | ICS    | 003600-51000     | Damper B 75x40B 70sh  | 6   | \$ 82.20    |
| VI     | I-1      | ICS    | 004436-33451     | Belt GG 20E-20 green W=25 L=3345mm endless  | 25  | \$ 757.25   |
| VI     | I-1      | ICS    | 004858-30124     | Pulley TB KW 30-5M-25/1F bore 24H7, 2 tappedholes 120° (between teeth)                | 6   | \$ 101.58   |
| VI     | I-1      | ICS    | 004885-61525     | Timing belt RPP-SLV5-25 L=615   | 163 | \$ 6,099.46 |
| VI     | I-1      | ICS    | 005303-00548     | AS-i Slave 4x input M12 4p / AS-i M12 AS-i 02   | 6   | \$ 746.94   |
| VI     | I-1      | ICS    | 006002-13684     | Cable sensor M12 male 4p straight / M12 female 4p straight PUR L=3,0m                 | 19  | \$ 107.16   |
| VI     | I-1      | ICS    | 006003-02884     | Outlet filter wxH 148,5x148,5mm RAL7035   | 1   | \$ 32.66    |
| VI     | I-1      | ICS    | 006013-10284     | Connection element signaling column for pipe mounting and cover lid                   | 10  | \$ 200.80   |
| VI     | I-1      | ICS    | 009000-04345     | Position switch PS116-T03-ST-H200   | 3   | \$ 157.62   |
| VI     | I-1      | ICS    | 082783-939-00001 | Assy drum vertibelt   | 1   | \$ 363.42   |
| VI     | I-1      | ICS    | 0E1025-00001     | Emergency stop in enclosure (triplanar)   | 4   | \$ 271.00   |
| VI     | I-1      | ICS    | 0L1349-00001     | Drive pulley  | 1   | \$ 535.32   |
| VI     | I-1      | ICS    | MXP-3504         | TUBE MOTOR SLEEVE ADAPTOR   | 1   | \$ 140.00   |
| VI     | I-1      | ICS    | MXP-4644         | DISPLAY PORT CABLE  | 5   | \$ 79.15    |
| VI     | I-1      | ICS    | N03802-00004     | Damper, 1/2"-13, 3" OD, Unified #BC-7540-50C-NR55                                     | 1   | \$ 10.39    |
| VI     | I-1      | ICS    | N04931-00107     | Bearing, 1-7/16", 207, Take-up, NSTU-SXR-107-NL                                       | 1   | \$ 23.40    |
| VI     | I-1      | ICS    | N04931-10111     | Bearing, 1-11/16", 209, 4 bolt, FC-SXR-111-ABHS                                       | 1   | \$ 29.41    |
| VI     | I-1      | ICS    | N94511-11102     | Photoelectric sensor retro. Refl. 70 - 264 VDC OR 60 - 264 VAC, GD 5 pin mini         | 1   | \$ 95.22    |
| VI     | I-2      | ICS    | 004406-03100     | Belt E8/2 U0/V20 AR-SE black W=75 L=3100mm endless 110mm Z-splice                     | 4   | \$ 159.40   |
| VI     | I-2      | ICS    | 004406-03890     | Belt E8/2 U0/V20 AR-SE black W=75 L=3890mm endless 110mm Z-splice                     | 15  | \$ 690.30   |
| VI     | I-2      | ICS    | 004452-03890     | Belt E8/2 U0/V15/LG-SE black W=75 L=3890mm endless                                    | 10  | \$ 195.30   |
| VI     | I-2      | ICS    | 004452-04675     | Belt E8/2 U0/V15/LG-SE black W=75 L=4675mm endless                                    | 6   | \$ 135.90   |
| VI     | I-2      | ICS    | 004452-07040     | Belt E8/2 U0/V15/LG-SE black W=75 L=7040mm endless                                    | 33  | \$ 1,161.93 |
| VI     | I-2      | ICS    | 004452-11791     | Belt E8/2 U0/V15/LG-SE black W=75 L=11790mm endless Z-splice 110mm                    | 19  | \$ 1,246.02 |
| VI     | I-3      | ICS    | 004429-04675     | Belt Novo 25 HC-SE black W=75 L=4675mm endless  | 43  | \$ 4,242.81 |
| VI     | I-3      | ICS    | 004429-07040     | Belt Novo 25 HC-SE black W=75 L=7040mm endless  | 62  | \$ 9,212.58 |
| VI     | I-3      | ICS    | 004452-11792     | Belt E8/2 U0/V15/LG-SE black W=75 L=23700mm 110mm Z-splice endless                    | 38  | \$ 4,856.40 |
| VI     | I-3      | ICS    | 004452-14675     | Belt E8/2 U0/V15/LG-SE black W=75 L=4675mm endless 110mm Z-splice                     | 18  | \$ 1,811.52 |
| VI     | I-FLOOR  | ICS    | 000430-14069     | SK9032.1AZB/100LP4/2,2/44/M1-1/-/50/TF/A/#/60   | 1   | \$ 1,065.00 |

## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number      | Item Description   | Qty | Total Value |
|--------|----------|--------|------------------|--|-----|-------------|
| VI     | I-FLOOR  | ICS    | 000430-15697     | SK92172.1AB/80SP4/0,55/141/M4B-2/-/MSQ8/30/TF/A/#/60                               | 2   | \$ 964.00   |
| VI     | I-Floor  | ICS    | 000430-13433     | SK12063AZDSH/80LP4/0,75/39/M1A-2/BS/MSQ8/35/TF/A/#/60                              | 1   | \$ 763.72   |
| VI     | I-Floor  | ICS    | 000430-13435     | '-/100SP6/1,1//M1-1/B/MSQ8/24/TF/A/  | 3   | \$ 1,481.88 |
| VI     | I-Floor  | ICS    | 095545-003-004GG | Assy below belt support  | 1   | \$ 115.40   |
| VI     | J-1      | ICS    | 000771-00030     | Wheel ø50/10 x 15  | 4   | \$ 126.44   |
| VI     | J-1      | ICS    | 001036-416-00001 | Assy PPI   | 1   | \$ 242.44   |
| VI     | J-1      | ICS    | 001690-01025     | PPI spring torsion   | 1   | \$ 36.13    |
| VI     | J-1      | ICS    | 001690-50060     | Compression spring GSC 5,0x25,0x60,0 DIN 17223-1.1200 DIN2095                      | 1   | \$ 7.31     |
| VI     | J-1      | ICS    | 002741-06040     | Key Rounded 6x6x40 ISO R 773/DIN6885 (Form A) Ck 45 DIN1652                        | 1   | \$ 0.17     |
| VI     | J-1      | ICS    | 003440-534-00001 | PBB09 1xPB-BK 1xSL-BL ASI - UL   | 1   | \$ 376.98   |
| VI     | J-1      | ICS    | 003440-535-00001 | PBB10 1xSL-GN 1xPB-BK ASI - UL   | 1   | \$ 376.98   |
| VI     | J-1      | ICS    | 003440-541-00001 | PBB19 1xPB-BK 1xSL-RD ASI - UL   | 6   | \$ 3,290.22 |
| VI     | J-1      | ICS    | 003440-542-00001 | PBB20 1xPB-BK ASI - UL   | 1   | \$ 327.44   |
| VI     | J-1      | ICS    | 003440-545-00001 | PBB23 1xIPB-WT 2xPB-BK ASI - UL  | 1   | \$ 441.67   |
| VI     | J-1      | ICS    | 003440-546-00001 | PBB26 1xKS-2P 2xPB-BK ASI - UL   | 1   | \$ 475.00   |
| VI     | J-1      | ICS    | 003600-00003     | Damper D 50x21 NR 55° Shore AM10x28  | 2   | \$ 8.68     |
| VI     | J-1      | ICS    | 003600-00030     | Damper K 50x35 E NR  | 2   | \$ 20.94    |
| VI     | J-1      | ICS    | 003600-70115     | Damper D 20x20 NR 70° Shore A M6x20  | 1   | \$ 1.97     |
| VI     | J-1      | ICS    | 003600-70118     | Damper 50x10 NBR 70° Shore   | 5   | \$ 7.90     |
| VI     | J-1      | ICS    | 004901-00139     | Bearing slide flange BP25C 10/13x16 porous bronze                                  | 4   | \$ 9.36     |
| VI     | J-1      | ICS    | 004904-00401     | Bearing ball 6000/2RSH-C3-10 ISO15-1981  | 5   | \$ 88.35    |
| VI     | J-1      | ICS    | 004904-01005     | Bearing ball 6301/2Z-C3-12 ISO15-1981  | 4   | \$ 57.24    |
| VI     | J-1      | ICS    | 004904-62061     | Bearing ball 6206-(2Z/C-2Z)-C3   | 2   | \$ 12.52    |
| VI     | J-1      | ICS    | 004905-00506     | Bearing ball 6003-(2RSH/2RSR/DDU)-C3   | 22  | \$ 85.58    |
| VI     | J-1      | ICS    | 004906-00620     | Seal for ball-joint CD20 Puhr, MH24-45   | 8   | \$ 69.92    |
| VI     | J-1      | ICS    | 004906-00625     | Seal for ball-joint CD25 Puhr, MH24-45   | 1   | \$ 8.10     |
| VI     | J-1      | ICS    | 004937-00054     | Ball-joint GAR20 UK, 53 DIN648E CR/PTFE (M20x1,5 Right)                            | 1   | \$ 29.61    |
| VI     | J-1      | ICS    | 005303-00538     | AS-i V2.1 Cabinet I/Q module relay   | 1   | \$ 52.33    |
| VI     | J-1      | ICS    | 005305-01029     | C-Plug plugable memory   | 1   | \$ 148.52   |
| VI     | J-1      | ICS    | 006002-12292     | Dust protection disc SKINTOP SD-M 20   | 50  | \$ 21.00    |
| VI     | J-1      | ICS    | 006002-14979     | AS-i Splitter BoxVAZ-2FK-G10-BRIDGE  | 5   | \$ 30.35    |
| VI     | J-1      | ICS    | 006011-01893     | Contacto 400V 3p 7,5kW 17A AC3 / auxiliary 1NO+1NC coil 110V spring clamp terminal | 1   | \$ 25.04    |
| VI     | J-1      | ICS    | 006011-01981     | Connector mechanical interlocking at side for contactors 3RT2                      | 1   | \$ 3.35     |
| VI     | J-1      | ICS    | 006011-02062     | Time relay 0.05-100s off delay 24-240Vac/dc 1NO screw terminal                     | 1   | \$ 77.90    |
| VI     | J-1      | ICS    | 006011-11322     | Actuator StandardDoor  | 1   | \$ 6.30     |
| VI     | J-1      | ICS    | 006013-10254     | Single-flash light yellow 24Vdc signaling column                                   | 1   | \$ 155.62   |
| VI     | J-1      | ICS    | 006013-10272     | Siren column different sounds settable 100dB 24Vdc                                 | 1   | \$ 113.69   |
| VI     | J-1      | ICS    | 006013-10274     | Contact module 500Vac/dc 10A 2NC screw terminal                                    | 1   | \$ 6.93     |
| VI     | J-1      | ICS    | 006013-10280     | Base foot signal column without pipe diameter 70mm                                 | 3   | \$ 76.26    |
| VI     | J-1      | ICS    | 006013-10371     | Key switch 2 position 0-I latching remove 0-I Ronis key SB30                       | 1   | \$ 18.82    |
| VI     | J-1      | ICS    | 006013-10618     | I/O module PBB 4x input / output   | 2   | \$ 175.88   |
| VI     | J-1      | ICS    | 006013-10619     | Connector AS-i plug enclosure element M12 male 4p / M20 wire                       | 1   | \$ 19.33    |
| VI     | J-1      | ICS    | 006013-11800     | Push button flat black metal matt ø22mm  | 3   | \$ 7.77     |
| VI     | J-1      | ICS    | 006013-11804     | Push button illuminated flat white ø22mm metal front ring matt                     | 1   | \$ 5.32     |
| VI     | J-1      | ICS    | 006013-11830     | Key switch 2 position 0-I latching remove 0 Ronis key SB30                         | 1   | \$ 31.17    |
| VI     | J-1      | ICS    | 006013-11831     | Key switch 3 position I-0-II latching remove I-II CES key SSG10                    | 1   | \$ 67.43    |
| VI     | J-1      | ICS    | 006013-11850     | Signal indicator light ø22mm red smooth lens                                       | 2   | \$ 8.66     |
| VI     | J-1      | ICS    | 006013-11853     | Signal indicator light ø22mm green smooth lens                                     | 1   | \$ 2.74     |
| VI     | J-1      | ICS    | 006013-11861     | Contact element 500Vac/dc 10A 1NO spring clamp terminal                            | 9   | \$ 41.76    |
| VI     | J-1      | ICS    | 006611-00044     | Ball-joint GAKL10 PW   | 2   | \$ 41.72    |
| VI     | J-1      | ICS    | 006881-00134     | PPI sensor wheel with friction surface   | 4   | \$ 348.48   |
| VI     | J-1      | ICS    | 006881-12430     | Bearing block (for bedsection ABC)   | 2   | \$ 4.64     |
| VI     | J-1      | ICS    | 006881-12440     | Bearing block  | 2   | \$ 25.18    |
| VI     | J-1      | ICS    | 008200-18104     | I/O module ET200SP Digital 8x input 24Vdc HF Fail-safe                             | 2   | \$ 716.44   |
| VI     | J-1      | ICS    | 008200-18107     | Base unit (grey) push-in terminals ET200SP BU-type A0 BU15-P16+A0+2B               | 2   | \$ 38.20    |
| VI     | J-1      | ICS    | 008200-18108     | Base unit (white) push-in terminal ET200SP BU-type A0 BU15-P16+A0+2D               | 1   | \$ 33.72    |
| VI     | J-1      | ICS    | 008200-20859     | Connector busadapter BA 2x RJ45 sockets for Profinet ET 200SP                      | 8   | \$ 544.48   |
| VI     | J-1      | ICS    | 008201-00932     | DIN Rail adaptor covers (left and right)   | 1   | \$ 22.70    |
| VI     | J-1      | ICS    | 011552-771-00001 | BEARING SLIDE FLANGE   | 1   | \$ 19.38    |
| VI     | J-1      | ICS    | 012607-289-00001 | Wheel rnd 55   | 29  | \$ 852.31   |
| VI     | J-1      | ICS    | 012634-196-00014 | Sprocket   | 2   | \$ 10.40    |
| VI     | J-1      | ICS    | 012634-307-00001 | Motor support ring for ø100 pulley   | 2   | \$ 15.12    |
| VI     | J-1      | ICS    | 014496-354-00001 | Motor support ring for ø150 pulley   | 1   | \$ 5.04     |
| VI     | J-1      | ICS    | 0G0027-130-10500 | Standard Earh Litz 10mm² / M6 - M6 / 0,5mtr  | 1   | \$ 10.47    |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number      | Item Description   | Qty | Total Value |
|--------|----------|--------|------------------|--|-----|-------------|
| VI     | J-1      | ICS    | 0G0027-150-01000 | Standard Earth Litz 10mm <sup>2</sup> Prefab - UL / M6 - Wire / 1mtr           | 1   | \$ 15.05    |
| VI     | J-1      | ICS    | 0L1768-00038     | Assy guiding roller ø20  | 1   | \$ 82.05    |
| VI     | J-1      | ICS    | 0L1768-00058     | Assy guiding roller ø20  | 1   | \$ 33.14    |
| VI     | J-1      | ICS    | MXP-3494         | OPEN CLOSE BRACKET   | 1   | \$ 55.00    |
| VI     | J-1      | ICS    | MXP-3495         | OPEN CLOSE WALL BRACKET  | 1   | \$ 55.00    |
| VI     | J-1      | ICS    | MXP-3497         | OPEN CLOSE FD BRACKET 2020   | 1   | \$ 65.00    |
| VI     | J-1      | ICS    | MXP-3498         | FD OPEN CLOSE PE WALL ANGLE 2020   | 1   | \$ 65.00    |
| VI     | J-1      | ICS    | MXP-3501         | DIFFERENTIAL MAXI 100 NM   | 1   | \$ 420.00   |
| VI     | J-1      | ICS    | MXP-3507         | DRIVE & LIMIT CROWN  | 1   | \$ 40.00    |
| VI     | J-1      | ICS    | MXP-3508         | INSET REFLECTOR BRACKET  | 1   | \$ 30.00    |
| VI     | J-1      | ICS    | MXP-3509         | 3 INCH ROUND RETROREFLECTIVE   | 1   | \$ 30.00    |
| VI     | J-1      | ICS    | N04865-00002     | Sprocket, Reborable, 0.5" bore, 1/2" chain pitch, 13 teeth                     | 1   | \$ 9.04     |
| VI     | J-2      | ICS    | 004406-04675     | Belt E8/2 U0/V20 AR-SE black W=75 L=4675mm endless 110mm Z-splice              | 9   | \$ 356.85   |
| VI     | J-2      | ICS    | 004406-11790     | Belt E8/2 U0/V20 AR-SE black W=75 L=11790mm endless 110mm Z-splice             | 9   | \$ 776.43   |
| VI     | J-2      | ICS    | 004452-01270     | Belt E8/2 U0/V15/LG-SE black W=75 L=1270mm endless                             | 31  | \$ 341.93   |
| VI     | J-2      | ICS    | 004452-11790     | Belt E8/2 U0/V15/LG-SE black W=75 L=11790mm endless                            | 6   | \$ 349.50   |
| VI     | J-2      | ICS    | 004452-17040     | Belt E8/2 U0/V15/LG-SE black W=75 L=7040mm endless Z-splice 110mm              | 2   | \$ 51.92    |
| VI     | J-2      | ICS    | 010893-140-00001 | Timing belt 75 ATL10 PAZ/PAR L=55440 mm both sides 1,5 mm free of wire         | 1   | \$ 1,604.11 |
| VI     | J-2      | ICS    | 011505-035-00085 | Drive pulley ø140  | 1   | \$ 259.50   |
| VI     | J-2      | ICS    | 012607-419-04114 | Belt for vertibelt R65   | 1   | \$ 234.99   |
| VI     | J-3      | ICS    | 004406-01990     | Belt E8/2 U0/V20 AR-SE black W=75 L=1990mm endless 110mm Z-splice              | 2   | \$ 44.12    |
| VI     | J-3      | ICS    | 004406-07040     | Belt E8/2 U0/V20 AR-SE black W=75 L=7040mm endless 110mm Z-splice              | 11  | \$ 825.11   |
| VI     | J-3      | ICS    | 006003-02862     | Filter fan 55/66m <sup>3</sup> /h 115V WxH 148,5x148,5mm                       | 1   | \$ 74.71    |
| VI     | J-3      | ICS    | 006881-20020     | Brush antistatic L=1000mm st.st.wire bristles/slotted aluminium body           | 1   | \$ 112.50   |
| VI     | J-3      | ICS    | 013103-162-00107 | ø60 Roller without covering, RL: 83;AGL: 107                                   | 3   | \$ 68.82    |
| VI     | J-3      | ICS    | 013103-162-00194 | ø60 Roller without covering, RL: 170;AGL: 194                                  | 3   | \$ 66.03    |
| VI     | J-3      | ICS    | 051340-133-00953 | PROFILE SLIDE  | 3   | \$ 1,902.39 |
| VI     | J-3      | ICS    | MXP-3493         | LOGIC BOARD  | 1   | \$ 620.00   |
| VI     | J-3      | ICS    | MXP-3502         | FIRE RELEASE ACTUATOR  | 1   | \$ 800.00   |
| VI     | J-3      | ICS    | MXP-3503         | CONTACTOR CUL/11   | 1   | \$ 200.00   |
| VI     | J-FLOOR  | ICS    | 000430-02134     | SK92372.1ABD/90SP4/1,1/248/M4-2/-MSQ8/30/TF/A/#/60                             | 3   | \$ 1,629.00 |
| VI     | J-FLOOR  | ICS    | 000430-13434     | -/100SP6/1,1/M1-1/-MSQ8/24/TF/A/   | 15  | \$ 4,218.60 |
| VI     | K-1      | ICS    | 000420-02060     | SA37/DRS71S4/0,37/156/M5A-180/-I-/20/-IS/#                                     | 1   | \$ 539.96   |
| VI     | K-1      | ICS    | 000420-05909     | R07/DFR63L4/0.25/143/M6-270/B/ANDX/20/-/A                                      | 2   | \$ 1,445.14 |
| VI     | K-1      | ICS    | 000420-05910     | RF17/DRS71M2/0.55/486/M1-180/-/AND8/20/-/A                                     | 1   | \$ 522.23   |
| VI     | K-1      | ICS    | 000420-19378     | FA27/DRN80M4/0,75/136/M3-0/-/AND8/25/-/E/50                                    | 6   | \$ 5,663.82 |
| VI     | K-1      | ICS    | 011552-712-00559 | AXLE LIFT-UNIT   | 1   | \$ 493.17   |
| VI     | K-1      | ICS    | 012607-151-00001 | Assy pressure roll   | 10  | \$ 617.20   |
| VI     | K-1      | ICS    | 012607-472-00002 | Rosta Pressure Unit  | 4   | \$ 416.64   |
| VI     | K-1      | ICS    | 013103-437-00001 | ASi Programmable Function Unit (APU)   | 1   | \$ 1,130.32 |
| VI     | K-1      | ICS    | 016690-094-00001 | Assy BC inner bearing Ø30  | 3   | \$ 309.45   |
| VI     | K-1      | ICS    | MXP-3480         | HP ELITE DESK 800 G5   | 1   | \$ 913.89   |
| VI     | K-1      | ICS    | MXP-3481         | HP ELITE DISPLAY E243 LED  | 1   | \$ 183.56   |
| VI     | K-2      | ICS    | 000000-04735     | Cable Ethernet M12 male 4p straight / RJ45 male 4p straight shielded HF L=5,0m | 3   | \$ 451.56   |
| VI     | K-2      | ICS    | 004888-10000     | V-Belt nu-T link Z/10  | 70  | \$ 2,062.90 |
| VI     | K-2      | ICS    | 004931-00325     | Bearing Block Flange Sqr serie PCJ   | 2   | \$ 38.32    |
| VI     | K-2      | ICS    | 004931-00620     | Bearing Block Shoulder PSHE-20   | 4   | \$ 141.64   |
| VI     | K-2      | ICS    | 005301-01501     | Actuator Control Module ACM (Low-cost divert merge)                            | 13  | \$ 2,639.13 |
| VI     | K-2      | ICS    | 006002-01501     | Earth cable M8 16mm <sup>2</sup> L=1500 (aardlitze)                            | 1   | \$ 25.27    |
| VI     | K-2      | ICS    | 006002-05000     | Earth cable M10 16mm <sup>2</sup> L=5000mm (aardlitze)                         | 1   | \$ 62.86    |
| VI     | K-2      | ICS    | 006013-10262     | Light column continuous light element LED BL 24Vac/dc                          | 3   | \$ 264.30   |
| VI     | K-2      | ICS    | 006013-10290     | AS-i Connection element for signal column 4x max.                              | 19  | \$ 2,599.20 |
| VI     | K-2      | ICS    | 011505-937-00001 | ASSY CABLE POWER SUPPLY / ACM  | 2   | \$ 196.12   |
| VI     | K-2      | ICS    | 011505-937-00002 | ASSY CABLE POWER SUPPLY / ACM  | 2   | \$ 196.12   |
| VI     | K-2      | ICS    | 011505-937-00003 | ASSY CABLE POWER SUPPLY / ACM  | 2   | \$ 144.02   |
| VI     | K-2      | ICS    | 011531-118-00001 | Assy ETU Pulley Ø138 Steering  | 3   | \$ 230.13   |
| VI     | K-2      | ICS    | 011552-621-00001 | Driven wheel   | 4   | \$ 2,022.88 |
| VI     | K-2      | ICS    | 0G0027-045-22300 | Motor Cable LMS-D 4.0 Straight / Straight                                      | 1   | \$ 93.73    |
| VI     | K-2      | ICS    | 0G0027-045-23000 | Motor Cable LMS-D 4.0 Straight / Straight                                      | 2   | \$ 141.64   |
| VI     | K-2      | ICS    | 0L9196-00003     | PPI sensor assy SDI  | 2   | \$ 169.42   |
| VI     | K-FLOOR  | ICS    | 000420-18090     | R57/DRN80M4/0,75/66/M1-0/B/AND8/35/-/E/#/50                                    | 2   | \$ 906.32   |
| VI     | K-FLOOR  | ICS    | 000420-19798     | W10/DRN63MS4/0,12/166/M1A-90/B/-/16/TF/S/50                                    | 3   | \$ 1,791.93 |
| VI     | K-FLOOR  | ICS    | 001036-517-00001 | Assy sideguarding support (die casting)  | 50  | \$ 2,269.00 |
| VI     | L-1      | ICS    | 003440-506-00001 | LCC Profinet Vertisorter/Vertimerge - UL                                       | 1   | \$ 8,693.82 |

## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number      | Item Description   | Qty | Total Value |
|--------|----------|--------|------------------|--|-----|-------------|
| VI     | L-1      | ICS    | 003440-521-00001 | LMS Movidrive 11kW - UL  | 1   | \$ 8,641.38 |
| VI     | L-1      | ICS    | 003440-522-00001 | LMS Movidrive 1.5kW - UL   | 1   | \$ 4,530.63 |
| VI     | L-1      | ICS    | 003440-524-00001 | LMS-V max 4x2.2kW mtr. - UL  | 1   | \$ 6,898.13 |
| VI     | L-1      | ICS    | 006881-60802     | EDO curtain, ESD material, Grey, C-193 543S-M                                    | 1   | \$ 134.92   |
| VI     | L-1      | ICS    | 0L0439-00003     | Assy wheel pressure unit (3 wheels)  | 9   | \$ 1,578.15 |
| VI     | L-2      | ICS    | 001022-000-00316 | ø50 driven roller with spring st/hex axle, extension 15 mm (2x), EL= 316mm       | 1   | \$ 13.18    |
| VI     | L-2      | ICS    | 001022-000-00618 | ø50 driven roller with spring st/hex axle, extension 15 mm (2x), EL= 618mm       | 1   | \$ 17.03    |
| VI     | L-2      | ICS    | 001093-000-00498 | ø60 roller with axle ø17 A = M12X20, AGL= 498mm                                  | 1   | \$ 53.48    |
| VI     | L-2      | ICS    | 003440-543-00001 | PBB21 KTP400 - UL  | 1   | \$ 1,528.14 |
| VI     | L-2      | ICS    | 013103-162-00628 | ø60 Roller without covering, RL: 604;AGL: 628                                    | 1   | \$ 54.82    |
| VI     | L-2      | ICS    | 013103-162-10368 | ø60 Roller with covering, RL: 344;AGL: 368                                       | 3   | \$ 163.08   |
| VI     | L-2      | ICS    | 013103-162-10455 | ø60 Roller with covering, RL: 431;AGL: 455                                       | 4   | \$ 668.44   |
| VI     | L-2      | ICS    | 013103-162-10541 | ø60 Roller with covering, RL: 517;AGL: 541                                       | 3   | \$ 507.66   |
| VI     | L-2      | ICS    | 013103-162-10628 | ø60 Roller with covering, RL: 604;AGL: 628                                       | 4   | \$ 690.24   |
| VI     | L-2      | ICS    | 013103-162-10715 | ø60 Roller with covering, RL: 691;AGL: 715                                       | 4   | \$ 694.36   |
| VI     | L-2      | ICS    | 013103-162-10802 | ø60 Roller with covering, RL: 778;AGL: 802                                       | 4   | \$ 716.28   |
| VI     | L-2      | ICS    | 016690-068-00001 | Assy holder  | 28  | \$ 1,104.60 |
| VI     | L-2      | ICS    | 084000-143-00562 | Drive Axle   | 2   | \$ 130.80   |
| VI     | L-2      | ICS    | 0L0439-00002     | Assy wheel pressure unit (2 wheels)  | 23  | \$ 2,105.65 |
| VI     | L-3      | ICS    | 013103-162-10880 | ø60 Roller with covering, RL: 856;AGL: 880                                       | 15  | \$ 2,898.60 |
| VI     | M-1      | ICS    | 001690-00000     | Spring Die 114,3x97,16mm   | 1   | \$ 91.80    |
| VI     | M-1      | ICS    | 004937-00053     | Ball-joint GAL20 UK 53 DIN648E CR/PTFE (M20x1,5 Left)                            | 2   | \$ 71.10    |
| VI     | M-1      | ICS    | 004938-23063     | Bearing ball self aligning dbl 2306-2RS-TV-30, ISO15-1981                        | 2   | \$ 84.30    |
| VI     | M-1      | ICS    | 005302-07210     | Safety switchAZ 16-03ZVRK  | 4   | \$ 198.96   |
| VI     | M-1      | ICS    | 005302-20709     | RFID Transponder 125kHz  | 4   | \$ 31.00    |
| VI     | M-1      | ICS    | 005400-50250     | Spare key RAMO/RASP/RAOP   | 1   | \$ 7.22     |
| VI     | M-1      | ICS    | 005400-50261     | Auxiliary contact 1NO+1NC NZM1-4   | 1   | \$ 14.63    |
| VI     | M-1      | ICS    | 006001-02551     | Twin-thermostat bi-metal 0-60° 250V 1NO+1NC spring clamp terminal                | 2   | \$ 140.36   |
| VI     | M-1      | ICS    | 006002-13688     | Cable M12 male 4p / M12 female 4p HF L=1,0m                                      | 3   | \$ 25.50    |
| VI     | M-1      | ICS    | 006011-01894     | Contacto 400V 3p 3kW 7A AC3 / auxiliary 1NO coil 110V screw terminal             | 1   | \$ 13.51    |
| VI     | M-1      | ICS    | 006011-02118     | Contacto relay 1NO+1NC / coil 24Vdc 3 size S00 screw terminal                    | 3   | \$ 133.98   |
| VI     | M-1      | ICS    | 006011-02122     | Auxiliary contact block front 2NO+2NC screw terminal for size S00                | 3   | \$ 48.18    |
| VI     | M-1      | ICS    | 006011-02139     | Contacto relay 2NO+2NC / coil 230V size S00 screw terminal                       | 3   | \$ 52.56    |
| VI     | M-1      | ICS    | 006013-10273     | Contact module 500Vac/dc 10A 2NO screw terminal                                  | 1   | \$ 6.93     |
| VI     | M-1      | ICS    | 006013-10312     | Contact module 500Vac/dc 10A 1NO screw terminal                                  | 1   | \$ 3.35     |
| VI     | M-1      | ICS    | 006013-10316     | Contact module 500Vac/dc 10A 1NC screw terminal for front plate mounting         | 1   | \$ 3.52     |
| VI     | M-1      | ICS    | 006093-230-00001 | Assy AM_Input_CAN  | 8   | \$ 3,071.44 |
| VI     | M-1      | ICS    | 006093-241-00001 | Assy AM_Output_CAN   | 4   | \$ 1,760.12 |
| VI     | M-1      | ICS    | 006093-246-00001 | AM_I16O8_CAN   | 14  | \$ 2,276.82 |
| VI     | M-1      | ICS    | 006094-028-00001 | Double-sprocket - ISO 05B-2, Z=17, d=17 H7 with groove                           | 4   | \$ 56.32    |
| VI     | M-1      | ICS    | 006094-029-00001 | Double-sprocket - ISO 05B-2, Z=17, d=14  | 4   | \$ 72.12    |
| VI     | M-1      | ICS    | 006094-735-00001 | Double-sprocket - ISO 05B-2, Z=22, D=17  | 4   | \$ 64.76    |
| VI     | M-1      | ICS    | 006098-804-00001 | Sprocket 05B-2 Z=17 D=20   | 4   | \$ 56.32    |
| VI     | M-1      | ICS    | 006100-377-00001 | Double-sprocket - ISO 05B-2, Z=17, D=15, H=20                                    | 4   | \$ 56.32    |
| VI     | M-1      | ICS    | 006103-775-00001 | Socket SW27 LFE20x67   | 3   | \$ 289.05   |
| VI     | M-1      | ICS    | 006104-347-00001 | Socket LFE12-1   | 2   | \$ 867.22   |
| VI     | M-1      | ICS    | 006111-334-00001 | Assy Track wheel M20201.00 complete  | 2   | \$ 357.32   |
| VI     | M-1      | ICS    | 006491-003-00001 | Flat belt 10x2 x10000mm black  | 1   | \$ 38.30    |
| VI     | M-1      | ICS    | 008200-00194     | E-mech.couple-relay 1p 6A DC 24V screw terminal                                  | 5   | \$ 102.45   |
| VI     | M-1      | ICS    | 008200-00197     | Couple relay 4 contacts 7A 24Vdc   | 5   | \$ 128.00   |
| VI     | M-1      | ICS    | 008200-00198     | univ. switching device dejamming module, 0...240VDC/75VA/W A02-LG-0-240/75-U     | 2   | \$ 15.50    |
| VI     | M-1      | ICS    | 008200-00550     | DW-AS-623-M12-120 Inductive sensor switching distance 4mm                        | 16  | \$ 983.84   |
| VI     | M-1      | ICS    | 008200-00775     | Separate actuator for safety switch  | 4   | \$ 33.40    |
| VI     | M-1      | ICS    | 008200-02389     | Magnet switch BN 85-RE inset   | 8   | \$ 276.56   |
| VI     | M-1      | ICS    | 008200-03993     | Opto-bero light sensor   | 13  | \$ 1,780.22 |
| VI     | M-1      | ICS    | 008200-10732     | BP7 switching magnets  | 27  | \$ 131.22   |
| VI     | M-1      | ICS    | 008200-10877     | JVR14N470K varistor, RM 7,5mm, 0.6W, 30 VAC                                      | 3   | \$ 46.20    |
| VI     | M-1      | ICS    | 008200-10929     | Evolution primary switched power supply 3-phase IN: 360-520Vac OUT: 22-28V/10Adc | 2   | \$ 534.40   |
| VI     | M-1      | ICS    | 008200-11058     | ED-CAN-AX D-sub plug, 9-pole, 180°   | 1   | \$ 57.83    |
| VI     | M-1      | ICS    | 008200-11136     | DW-AS-623-M8 Inductive sensor switching distance 2mm                             | 2   | \$ 112.52   |
| VI     | M-1      | ICS    | 008200-11435     | Sprocket Rotex GS 48-64 shore D green  | 4   | \$ 178.20   |
| VI     | M-1      | ICS    | 008200-11757     | Couple relay 2A 24Vdc SSR 6,2mm width screw terminal                             | 5   | \$ 241.70   |
| VI     | M-1      | ICS    | 008200-12997     | Connector for safety relay 3SK1 W=22.5mm   | 2   | \$ 40.44    |
| VI     | M-1      | ICS    | 008200-50846     | Relay print-/plug connector 2W 8A coil 24Vdc                                     | 10  | \$ 131.60   |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number      | Item Description   | Qty | Total Value  |
|--------|----------|--------|------------------|--|-----|--------------|
| VI     | M-1      | ICS    | 009000-00003     | Magnet switch 12-60Vdc   | 4   | \$ 484.48    |
| VI     | M-1      | ICS    | 009000-00365     | 4x0.25 bk UL, CSA Cable+drag chain M8 socket straight with free cable end PUR-OB 2m                  | 1   | \$ 9.64      |
| VI     | M-1      | ICS    | 009000-00369     | 3x0.25 bk UL, CSA Cable+drag chain M8 plug socket angled with free cable end PUR-OB 5m               | 12  | \$ 145.92    |
| VI     | M-1      | ICS    | 009000-00374     | 4x0.25 bk UL, CSA Cable+drag chain M8 socket female angled with free cable end PUR-OB 5m             | 10  | \$ 335.00    |
| VI     | M-1      | ICS    | 009000-00389     | 4x0.34 bk UL, CSA Cable+drag chain M12 plug socket angled with free cable end PUR-OB 5m              | 1   | \$ 8.70      |
| VI     | M-1      | ICS    | 009000-01062     | SACC-M12FS-5CON-PG 9-M plug connector  | 1   | \$ 9.22      |
| VI     | M-1      | ICS    | 009000-01289     | EVC268 Connecting cable, typ VDOGF030MSS0002H03STGF030MSS  | 1   | \$ 38.25     |
| VI     | M-1      | ICS    | 009000-02679     | Cable sensor M8 female 6p 90° / wire 6x0,25mm² PUR L=15m   | 1   | \$ 47.06     |
| VI     | M-1      | ICS    | 009000-03918     | LED Permanent light element 24V ac/dc red D=52mm   | 1   | \$ 73.13     |
| VI     | M-1      | ICS    | 009000-04294     | AS-i Safety I/O module with 16 / 8 safe inputs and 1 (2) electrical safe outputs                     | 2   | \$ 1,018.16  |
| VI     | M-1      | ICS    | 009000-04363     | Cable sensor M8 female 4p 90° / wire 4x0,25mm² HF L=2,0m   | 1   | \$ 5.64      |
| VI     | M-1      | ICS    | 009000-05460     | Cable sensor M8 male 3p straight / M8 female 3p straight HF L=3,0m                                   | 5   | \$ 227.10    |
| VI     | M-1      | ICS    | 009000-05620     | 4x0.25 bk UL, CSA Cable+drag chain M8 socket female straight with free cable end PUR 5m              | 1   | \$ 5.07      |
| VI     | M-1      | ICS    | 009000-05864     | Safety contact extension 2 independent channels  | 1   | \$ 320.50    |
| VI     | M-1      | ICS    | 009001-03131     | Photo sensor transmitter/receiver M8 male 3p 24Vdc range 0-20m                                       | 12  | \$ 873.12    |
| VI     | M-2      | ICS    | 005400-41101     | Cable with 1x connector SB14 / wire (4x4+(3x1))mm² L=10m for brake motor                             | 1   | \$ 393.09    |
| VI     | M-2      | ICS    | 006002-00194     | Emergency relay advanced expansion input 2 channel screw terminal                                    | 3   | \$ 462.27    |
| VI     | M-2      | ICS    | 006105-233-00001 | Key for wheel bolt (M30x1,5)   | 1   | \$ 548.94    |
| VI     | M-2      | ICS    | 006118-109-08000 | Assy Lenze 8400 absolute encoder L= 8000mm   | 1   | \$ 195.06    |
| VI     | M-2      | ICS    | 006118-317-08000 | Assy Lenze fan halogen free UL, cable L=8000mm   | 1   | \$ 248.50    |
| VI     | M-2      | ICS    | 008200-02442     | Timing belt 32 AT5 PAZ L=2500mm covered 2,4mm Linatex endless  | 34  | \$ 3,573.40  |
| VI     | M-2      | ICS    | 008200-16727     | Timing belt 32 5M V PAZ/ PAR L=2270mm endless  | 23  | \$ 1,862.08  |
| VI     | M-2      | ICS    | 009001-03276     | Wheel with ball bearing, 173 D=197 W=50 H=30, Vulkollan not hydrolysing 93° Shore-A full aluminium   | 3   | \$ 627.24    |
| VI     | M-2      | ICS    | 009001-03328     | Wheel with ball bearing 173 D=197 W=50 H=30, Vulkollan not hydrolysing 93° Shore-A full steel with S | 12  | \$ 4,776.96  |
| VI     | M-2      | ICS    | 010893-145-00001 | Wheel with ball bearing, 178 PUR D=137 W=40 H=20, PEVOPUR 93° shore-A                                | 3   | \$ 133.98    |
| VI     | M-3      | ICS    | 006094-201-00001 | Track wheel above  | 5   | \$ 336.05    |
| VI     | M-3      | ICS    | 006094-202-00001 | Track wheel above  | 10  | \$ 173.00    |
| VI     | M-3      | ICS    | 006102-965-00001 | Mirror mounting  | 51  | \$ 3,397.62  |
| VI     | M-3      | ICS    | 006118-053-08000 | Assy 8p, MCA19, M40 circular plug L= 8000mm  | 1   | \$ 564.13    |
| VI     | M-3      | ICS    | 008200-00788     | Reflector Imos E391-20   | 94  | \$ 1,811.38  |
| VI     | M-3      | ICS    | 008200-10794     | Reflection light barrier   | 5   | \$ 139.15    |
| VI     | M-3      | ICS    | 009000-05375     | CANopen slave / Profinet I/O Device (slave) configured   | 3   | \$ 3,999.87  |
| VI     | M-3      | ICS    | 009000-05462     | Key panel CAN-Bus 1x ethernet RJ45 2x USB host 2.0   | 2   | \$ 1,684.34  |
| VI     | M-3      | ICS    | 010893-136-00001 | Timing belt 50 AT20 PAZ/ PAR L=11400 mm both sides 1,5mm free of wire                                | 4   | \$ 1,649.24  |
| VI     | M-3      | ICS    | 010893-139-00001 | Timing belt 75 ATL10 PAZ/ PAR L=44150 mm both sides 1,5 mm free of wire                              | 2   | \$ 1,989.40  |
| VI     | M-3      | ICS    | 0AP028-014-01000 | Solid rubber EPDM, red, 30 x 2 L=1000, one side self-adhesive  | 3   | \$ 25.14     |
| VI     | M-3      | ICS    | 0AP030-109-00195 | Flat belt 10 x 2 L=L   | 35  | \$ 1,332.45  |
| VI     | M-4      | ICS    | 006118-866-00001 | Assy IPC Lenze WIN10 CAN/2xLAN + software configuration  | 2   | \$ 11,403.20 |
| VI     | M-FLOOR  | ICS    | 009000-05927     | Servo motor straight bevel gear pair GKS07-3A GBR 19SC35 MCA19S35-SRMP2 / SRM 50                     | 8   | \$ 67,013.76 |
| VI     | M-FLOOR  | ICS    | 013117-211-00001 | Slat IT SBR W=1200 CCW+ flex nok/cl  | 25  | \$ 851.75    |
| VI     | M-FLOOR  | ICS    | 014764-500-00812 | Drum motor TM113a SS CE certified  | 2   | \$ 844.04    |
| VI     | M-Floor  | ICS    | 008200-10310     | Servo motor helical worm gear GSS07-2A VAR-19SC35 MCA19S35-SRMP2                                     | 3   | \$ 6,518.79  |
| VI     | N-1      | ICS    | 001036-195-00002 | Assy side guarding 1200x950 carrier  | 8   | \$ 1,873.76  |
| VI     | N-1      | ICS    | 001036-195-00003 | Assy side guarding 1200x950 carrier  | 7   | \$ 1,639.54  |
| VI     | N-1      | ICS    | 013117-250-00001 | Side slat clockwise  | 20  | \$ 88.80     |
| VI     | N-1      | ICS    | 013117-251-00001 | Side slat counter clockwise  | 38  | \$ 620.54    |
| VI     | N-2      | ICS    | 005305-00557     | Ethernet switch XF204 4x RJ45 10/100Mbit/s managed Profinet 24Vdc DIN rail                           | 2   | \$ 1,299.36  |
| VI     | N-2      | ICS    | 005510-00359     | Power protection module 24Vdc 4 outputs  | 2   | \$ 189.24    |
| VI     | N-2      | ICS    | 006002-00179     | Emergency relay 2NO+2NC time delay / coil 24vdc screw terminal                                       | 2   | \$ 641.84    |
| VI     | N-2      | ICS    | 006011-01991     | Contactore 400V 3p 22kW 51A AC3 / auxiliary 1NO+1NC coil 24Vac/dc screw terminal                     | 3   | \$ 875.70    |
| VI     | N-2      | ICS    | 008200-10796     | Couple relay 2 contacts 24Vdc 8A AgNi Trags. DIN EN 60715 TH35                                       | 9   | \$ 184.59    |
| VI     | N-2      | ICS    | 008200-11067     | NZMB1-A63 3p, 63A power switch   | 1   | \$ 242.05    |
| VI     | N-2      | ICS    | 009000-00382     | Cable sensor M12 female 4p straight / wire 4x0,34mm² PVC-OB L=25m                                    | 2   | \$ 38.46     |
| VI     | N-2      | ICS    | 009000-04293     | Safety basic monitor with extended features  | 2   | \$ 1,313.96  |
| VI     | N-2      | ICS    | 009001-02617     | Wheel with ball bearing, 178 PUR D=97 W=40 H=20, PEVOPUR 93° shore-A                                 | 4   | \$ 148.08    |
| VI     | N-2      | ICS    | 009001-02619     | Wheel with ball bearing 130 PU D=80 W=20 H=20 PEVOTHAN 96° Shore-A                                   | 8   | \$ 223.76    |
| VI     | N-2      | ICS    | 058265-030-00001 | Assy sideguarding pop-out  | 4   | \$ 555.44    |
| VI     | N-3      | ICS    | 006114-595-00001 | Assy Hoist belt clamping combination   | 1   | \$ 1,751.18  |
| VI     | N-3      | ICS    | 008200-10818     | Optical data transmission DDLS 200/120.1-50  | 3   | \$ 6,518.79  |
| VI     | N-3      | ICS    | 008200-16430     | Power supply 24Vdc 5A  | 1   | \$ 417.81    |
| VI     | N-3      | ICS    | 008200-16520     | Power choke  | 2   | \$ 512.60    |
| VI     | N-3      | ICS    | 009000-00206     | Optical data transmission DDLS 200/120.2-50  | 3   | \$ 6,518.79  |
| VI     | N-3      | ICS    | 009000-04261     | Frequency converter 400-500V 3p 15kW 32A with STO  | 5   | \$ 17,704.80 |
| VI     | N-3      | ICS    | 009000-05522     | Cabinet lighting LED 100-240V 11W 4000K neutral white HF UL  | 2   | \$ 330.44    |

## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location   | System | Item Number      | Item Description   | Qty   | Total Value  |
|--------|------------|--------|------------------|--|-------|--------------|
| VI     | N-3        | ICS    | N95701-30002     | Wall mounted A/C unit 500W 115V 2080BTU  | 1     | \$ 1,267.29  |
| VI     | N-FLOOR    | ICS    | 001036-433-00001 | Assy end stop  | 1     | \$ 85.88     |
| VI     | N-FLOOR    | ICS    | 001036-433-00002 | Assy end stop  | 1     | \$ 78.27     |
| VI     | N-FLOOR    | ICS    | 001036-556-00001 | Assy Twinbelt barrier  | 1     | \$ 85.93     |
| VI     | North-Wall | ICS    | 004405-10012     | Belt Flexam EX 10/2 0+05 black M2 AS FR W=1000 endless                                       | 1     | \$ 90.64     |
| VI     | North-Wall | ICS    | 004405-10032     | Belt Flexam EX 10/2 0+05 black M2 AS FR W=1000 prepared                                      | 69.89 | \$ 1,235.66  |
| VI     | North-Wall | ICS    | 004405-13032     | Belt Flexam EX 10/2 0+05 black M2 AS FR W=1300 prepared                                      | 85    | \$ 2,469.25  |
| VI     | North-Wall | ICS    | 004424-10012     | Belt E8/2 U0/V15/LG-SE black W=1000 endless FR   | 2     | \$ 402.54    |
| VI     | North-Wall | ICS    | 004440-10021     | Belt E8/2 U0/U10 S/LG-SE black W=1000 endless  | 2     | \$ 1,511.92  |
| VI     | North-Wall | ICS    | N04400-36400     | Belt PVC120 FSxFS-NA FR W=36"  | 39    | \$ 177.84    |
| VI     | North-Wall | ICS    | N04401-36040     | Belt E8/2 U0/V15 LG-FR black W=36"   | 120   | \$ 1,312.80  |
| VI     | O-1        | ICS    | 000771-12532     | Wheel vulkollan ø125x32 75 Shore A with bearing  | 29    | \$ 4,017.37  |
| VI     | O-1        | ICS    | 011552-337-00001 | Wheel ø180/112 Driven  | 46    | \$ 15,976.72 |
| VI     | O-1        | ICS    | 0L9636-00001     | Pressure wheel assy  | 3     | \$ 74.22     |
| VI     | O-1        | ICS    | 0P1220-00001     | Adaptor  | 1     | \$ 12.52     |
| VI     | O-1        | ICS    | MXP-4664         | SHAFT COVER SK 92672.1A  | 16    | \$ 373.12    |
| VI     | O-1        | ICS    | MXP-4665         | SHEET SCREW M10 X 16 DIN 912 VZ  | 66    | \$ 77.22     |
| VI     | O-1        | ICS    | MXP-4666         | SHAFT COVER SK 92172. 1A   | 51    | \$ 730.32    |
| VI     | O-1        | ICS    | MXP-4667         | SHEET SCREW M 8 X 12 DIN 912 VZ  | 200   | \$ 132.00    |
| VI     | O-1        | ICS    | MXP-4668         | SHAFT COVER SK 92372.1A  | 50    | \$ 1,084.00  |
| VI     | O-2        | ICS    | 000000-02408     | Relay monitoring digital phase failure 160-690V 3p 2CO screw terminal                        | 10    | \$ 808.90    |
| VI     | O-2        | ICS    | 000000-06978     | Key switch 3 position I-O-II latching remove I+II key SSG10                                  | 4     | \$ 97.04     |
| VI     | O-2        | ICS    | 001036-142-00001 | Slide block connection   | 4     | \$ 105.04    |
| VI     | O-2        | ICS    | 001690-50041     | Compression spring 5,0x25,0x41,0 squared ground DIN17223-1.1200 C=116.43N/mm                 | 20    | \$ 217.60    |
| VI     | O-2        | ICS    | 001690-63109     | Compression spring 6,3x38,3x110,0 squared ground DIN17223-1.1200, DIN2095, EN13858 - Fe/ftZn | 4     | \$ 188.88    |
| VI     | O-2        | ICS    | 001696-10000     | Spring cotter BOW-120-12, RD3x70 zinc plated   | 100   | \$ 251.00    |
| VI     | O-2        | ICS    | 002300-10020     | Bolt HH FT M10x20 DIN933 CL8.8 ftZn/nc/L/600H ISO10683                                       | 36    | \$ 10.44     |
| VI     | O-2        | ICS    | 002370-89210     | Nut hex M10 DIN934 CL8 ftZn/nc/L/600H ISO10683   | 36    | \$ 5.04      |
| VI     | O-2        | ICS    | 002439-06020     | Screw HS button head with flange FT M6x20 ISO7380-2 CL 10.9 DIN267 ZP                        | 13    | \$ 3.38      |
| VI     | O-2        | ICS    | 002439-08040     | Screw HS button head with flange FT M8x40 ISO7380-2 CL 10.9 ZP                               | 50    | \$ 54.00     |
| VI     | O-2        | ICS    | 002746-30017     | Ring retaining shaft A17 ~DIN471 stainless steel   | 75    | \$ 27.00     |
| VI     | O-2        | ICS    | 004901-00070     | Bearing Slide PAF12090-P10 teflon/bronze Di12 Du14 B9  | 200   | \$ 308.00    |
| VI     | O-2        | ICS    | 006104-077-00001 | Support plate motor  | 10    | \$ 1,841.20  |
| VI     | O-2        | ICS    | 008200-09566     | O-ring DIN3771 - 72x3 N - NBR 70   | 99    | \$ 107.91    |
| VI     | O-2        | ICS    | 009000-04264     | Frequency converter 400-500V 3p 0,55kW 3A with STO   | 1     | \$ 1,064.98  |
| VI     | O-2        | ICS    | 009001-03096     | Support roller NATV-12-PP-VA (stainless steel)   | 40    | \$ 3,938.40  |
| VI     | O-2        | ICS    | 011504-933-00001 | Assy connection Rod  | 37    | \$ 1,281.31  |
| VI     | O-2        | ICS    | 011552-941-00001 | ASSY END TAKE-UP WHEEL   | 8     | \$ 716.48    |
| VI     | O-2        | ICS    | 013117-149-00001 | Vertical chain pin   | 50    | \$ 23,813.00 |
| VI     | O-2        | ICS    | 013117-254-00001 | Excentre lock bush   | 9     | \$ 44.91     |
| VI     | O-2        | ICS    | 013117-255-00001 | Excentre distance bush   | 100   | \$ 438.00    |
| VI     | O-2        | ICS    | 014496-080-00390 | Weldment Take-up bolt  | 4     | \$ 66.68     |
| VI     | O-2        | ICS    | 014496-085-00001 | Weldment tension gage ø100 drive   | 4     | \$ 97.04     |
| VI     | O-2        | ICS    | 014496-093-00001 | Stopnut Bracket  | 4     | \$ 10.56     |
| VI     | O-2        | ICS    | 014496-126-00001 | Tension block right  | 2     | \$ 353.32    |
| VI     | O-2        | ICS    | 014764-267-00001 | Eccentre (machined)  | 2     | \$ 626.14    |
| VI     | O-2        | ICS    | 016690-083-00001 | Assy bearing guidance for BC   | 10    | \$ 103.80    |
| VI     | O-3        | ICS    | 001036-013-00001 | ETU Indicator bracket  | 10    | \$ 30.30     |
| VI     | O-3        | ICS    | 001036-373-00001 | Assy unloader gap reduction bracket  | 6     | \$ 153.12    |
| VI     | O-3        | ICS    | 0L9021-00001     | Underguarding mounting unit  | 200   | \$ 322.00    |
| VI     | O-END      | ICS    | 001036-301-00001 | Assy chute plate   | 1     | \$ 1,618.62  |
| VI     | O-END      | ICS    | MXP-5177         | ASSY CHUTE PLATE   | 1     | \$ 1,687.16  |
| VI     | O-Floor    | ICS    | 013117-328-00004 | Assy chain link  | 2     | \$ 450.26    |
| VI     | P-1        | ICS    | 011504-837-03500 | Assy pop-up Dual unit divert left/ merge right   | 7     | \$ 18,756.92 |
| VI     | P-2        | ICS    | 011504-837-01532 | Assy pop-up Dual unit divert left/ merge right   | 1     | \$ 2,808.22  |
| VI     | P-2        | ICS    | 011504-837-04532 | Assy pop-up Dual unit divert left/ merge right   | 8     | \$ 27,851.52 |
| VI     | P-2        | ICS    | 011504-838-00001 | POP-UP UNIT MONO DIVERT LEFT/ MERGE RIGHT  | 13    | \$ 12,106.25 |
| VI     | P-2        | ICS    | 011504-879-00001 | Pop-Up Unit Mono Divert Right / Merge Left   | 5     | \$ 4,767.30  |
| VI     | P-2        | ICS    | 011504-880-04532 | Assy pop-dual unit divert right/ merge left  | 1     | \$ 5,582.15  |
| VI     | P-3        | ICS    | 001036-492-00001 | Tool: Weldment connection rod length set-up  | 1     | \$ 91.05     |
| VI     | P-3        | ICS    | 011504-840-00140 | Assy Eccentric Shaft   | 3     | \$ 1,142.88  |
| VI     | P-3        | ICS    | 011504-843-00001 | Assy Motor With Eccentric  | 2     | \$ 874.96    |
| VI     | P-3        | ICS    | 011560-588-10850 | Emergency stop support   | 4     | \$ 437.04    |
| VI     | P-3        | ICS    | MXP-4596         | CYLINDERLOCK DOOR HANDLE   | 5     | \$ 2,023.50  |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number      | Item Description   | Qty | Total Value  |
|--------|----------|--------|------------------|--|-----|--------------|
| VI     | PQ-WALL  | ICS    | 073501-019-40075 | Weldment slide plate st. st.   | 2   | \$ 844.88    |
| VI     | PQ-WALL  | ICS    | 073501-019-40080 | Weldment slide plate st. st.   | 2   | \$ 863.10    |
| VI     | PQ-WALL  | ICS    | 073501-019-40085 | Weldment slide plate st. st.   | 2   | \$ 863.80    |
| VI     | PQ-WALL  | ICS    | 073501-019-40090 | Weldment slide plate st. st.   | 2   | \$ 807.60    |
| VI     | PQ-WALL  | ICS    | 073501-019-40095 | Weldment slide plate st. st.   | 2   | \$ 928.36    |
| VI     | PQ-WALL  | ICS    | 073501-019-40100 | Weldment slide plate st. st.   | 2   | \$ 1,026.72  |
| VI     | PQ-WALL  | ICS    | 073501-019-40120 | Weldment slide plate st. st.   | 2   | \$ 1,004.72  |
| VI     | PQ-WALL  | ICS    | MXP-4282         | ASSY SIDEGUARDING CONVEX LEFT 014764-341-01600B1S  | 1   | \$ 483.37    |
| VI     | Q-1      | ICS    | 001036-003-00001 | Assy Drive TB2.0   | 11  | \$ 2,922.92  |
| VI     | Q-2      | ICS    | 001036-002-00001 | Assy ETU TB2.0   | 26  | \$ 4,484.74  |
| VI     | Q-2      | ICS    | 001036-016-00001 | Sub-assy ETU pulley  | 164 | \$ 16,982.20 |
| VI     | Q-3      | ICS    | 011505-353-20993 | Assy Wheel Axle  | 4   | \$ 3,143.84  |
| VI     | Q-3      | ICS    | 013117-327-00002 | Spare part set: Triplanar chain links  | 154 | \$ 12,109.02 |
| VI     | Q-END    | ICS    | 001036-406-00001 | Assy check object SBT only   | 2   | \$ 1,233.96  |
| VI     | Q-END    | ICS    | 073501-019-40130 | Weldment slide plate st. st.   | 2   | \$ 960.96    |
| VI     | Q-END    | ICS    | 073501-019-40140 | Weldment slide plate st. st.   | 2   | \$ 1,241.66  |
| VI     | Q-FLOOR  | ICS    | 014764-629-00002 | Assy drive axle  | 6   | \$ 1,718.70  |
| VI     | QR-END   | ICS    | 001036-481-00001 | Assy deflector add-on for 950mm wide carrier   | 5   | \$ 1,249.40  |
| VI     | R-3      | ICS    | N55004-601-00003 | Reducer Cover For Quantis RHB Reducers, Size BF883   | 40  | \$ 15,679.20 |
| VI     | S-FLOOR  | ICS    | 013117-104-00001 | Assy Tilted Carrier 25°  | 25  | \$ 4,556.25  |
| VI     | SHELF    | ICS    | 000000-04232     | LMS-V Nordac link 1,1kW AS-i DC brake MSW  | 3   | \$ 2,856.48  |
| VI     | SHELF    | ICS    | 000000-04233     | LMS-V Nordac link 2,2kW AS-i DC brake MSW  | 1   | \$ 976.13    |
| VI     | SHELF    | ICS    | 000000-04294     | Frequency converter 400V 3p 1,5kW 4,3A brake 400-480V manual override switch and braking resista | 40  | \$ 21,650.00 |
| VI     | SHELF    | ICS    | 000000-04300     | Frequency converter 400V 3p 2,2kW 5,6A brake 400-480V manual override switch and braking resista | 53  | \$ 30,157.00 |
| VI     | SHELF    | ICS    | 005400-50914     | LMS-V Nordac link 0,75kW AS-i DC brake MSW   | 2   | \$ 1,957.90  |
| VI     | SHELF    | ICS    | 005400-50915     | LMS-V Nordac link 1,5kW AS-i DC brake MSW  | 3   | \$ 2,992.71  |
| VI     | SHELF    | ICS    | 005400-50951     | LMS-D Nordac link 0,18-3kW AS-i 1 direction MSW  | 3   | \$ 2,250.30  |
| VI     | SHELF    | ICS    | 005400-50953     | LMS-D Nordac link 0,18-3kW AS-i 2 direction MSW  | 3   | \$ 2,361.51  |
| VI     | A-1      | PBBS   | MXP-2623         | SWITCH LIMIT HEAD 5 DEG -40CCHTK ELECTRICAL MSC  | 7   | \$ 2,450.00  |
| VI     | A-1      | PBBS   | MXP-3766         | BALLAST TK   | 4   | \$ 1,500.00  |
| VI     | A-1      | PBBS   | MXP-3872         | LOCK DOUBLE THUMB LATCH TK   | 5   | \$ 816.65    |
| VI     | A-1      | PBBS   | MXP-4160         | FLAT HEAD SCREW 1/4-20X3/4 TK  | 7   | \$ 21.00     |
| VI     | A-1      | PBBS   | MXP-4161         | HEX NUT 1/4-20 TK  | 7   | \$ 7.00      |
| VI     | A-1      | PBBS   | MXP-4174         | MSC SAFETY SHOE TK   | 3   | \$ 13,350.00 |
| VI     | A-1      | PBBS   | MXP-4258         | VOYAGER CAMERA TK  | 6   | \$ 3,300.00  |
| VI     | A-1      | PBBS   | MXP-4260         | LOCK COLLAR SS 1 1/8   | 17  | \$ 2,125.00  |
| VI     | A-1      | PBBS   | MXP-4660         | POSITION TRANSDUCER MSC  | 25  | \$ 7,095.00  |
| VI     | A-1      | PBBS   | MXP-4661         | PHOTOELECTRIC SENSOR MSC   | 23  | \$ 5,403.39  |
| VI     | A-1      | PBBS   | MXP-4698         | SENSOR COLLISION HIGH RESOLUTION   | 6   | \$ 16,020.00 |
| VI     | A-1      | PBBS   | MXP-4699         | SENSOR LASER ANALOG OUTPUT   | 6   | \$ 7,500.00  |
| VI     | A-1      | PBBS   | MXP-4703         | HA 3/4 HOODS   | 20  | \$ 500.00    |
| VI     | A-1      | PBBS   | MXP-4704         | HA 3/4 CABLE COUPLER   | 20  | \$ 800.00    |
| VI     | A-1      | PBBS   | MXP-4786         | PCA VFD PPEL-000860 MSC  | 1   | \$ 2,051.20  |
| VI     | A-1      | PBBS   | MXP-5058         | CEILING TILE BLOCK 2136035   | 20  | \$ 43.00     |
| VI     | A-1      | PBBS   | MXP-5389         | FUSE 10A250V CERAMIC BUSSMAN   | 2   | \$ 41.66     |
| VI     | A-1      | PBBS   | MXP-5668         | IDLER CHAIN SPROCKET TK  | 2   | \$ 850.00    |
| VI     | A-2      | PBBS   | MXP-4297         | WATER OUTLET COVER RIGHT HAND SIDE- MECHANICAL TK  | 2   | \$ 950.00    |
| VI     | A-2      | PBBS   | MXP-4705         | HA 3/4 INSERTS 4 PIN PLUG TK   | 20  | \$ 500.00    |
| VI     | A-2      | PBBS   | MXP-4706         | HA 3/4 INSERTS 4 PIN RECEPT. TK  | 20  | \$ 600.00    |
| VI     | A-2      | PBBS   | MXP-4723         | ROTARY SENSOR  | 5   | \$ 1,458.35  |
| VI     | A-2      | PBBS   | MXP-4733         | MA CONDITIONER SENSOR 4-20M  | 5   | \$ 1,900.00  |
| VI     | A-3      | PBBS   | MXP-4004         | MSC LIGHT FIXTURE 32W  | 5   | \$ 1,354.20  |
| VI     | A-3      | PBBS   | MXP-4110         | TK 10.4IN MAGELIS FOR MSC 221C HMIGT05310  | 1   | \$ 2,756.00  |
| VI     | A-3      | PBBS   | MXP-4236         | PBB LEFT SIDE WINDOW   | 2   | \$ 280.00    |
| VI     | A-FLOOR  | PBBS   | 12965            | ROLLER UNIT SINGLE TUNNEL 2 & TUNNEL 3 TK  | 4   | \$ 3,750.00  |
| VI     | A-FLOOR  | PBBS   | 38316            | 989 CARPET CHARCOAL ROTUNDA  | 1   | \$ 901.00    |
| VI     | A-FLOOR  | PBBS   | MXP-4494         | CARPET NAVY 12'0 X 9'0 ROTUNDA JBT 3734829.01  | 1   | \$ 970.73    |
| VI     | A-FLOOR  | PBBS   | MXP-4495         | CARPET NAVY 6'0 X 14'0 WALKWAY 33279 JBT 3734829.09  | 1   | \$ 750.00    |
| VI     | A-FLOOR  | PBBS   | MXP-4497         | CARPET NAVY 6'0 X 40'0 JBT 3734829.05  | 1   | \$ 1,771.60  |
| VI     | A-FLOOR  | PBBS   | MXP-4805         | CARPET NAVY 6'0 X 34'0 JBT 3734829.03  | 5   | \$ 7,895.00  |
| VI     | A-FLOOR  | PBBS   | MXP-4806         | CARPET NAVY 6'0 X 29'0 JBT 3734829.02  | 2   | \$ 2,668.16  |
| VI     | A-FLOOR  | PBBS   | MXP-5377         | CARPET NAVY 6'0 X 24'0 JBT 3734829.11  | 1   | \$ 1,144.00  |
| VI     | AB-WALL  | PBBS   | MXP-4159         | ROTUNDA PIANO HINGE- MECHANICAL TK MSC   | 5   | \$ 870.85    |
| VI     | AB-WALL  | PBBS   | MXP-4572         | BLACK VINYL INSERT A3225770  | 4   | \$ 800.00    |

## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description                                     | Qty | Total Value  |
|--------|----------|--------|-------------|--|-----|--------------|
| VI     | B-2      | PBBS   | MXP-3894    | PAD CLOS GRAY LWR EMB-145 2127569                    | 3   | \$ 1,046.01  |
| VI     | B-2      | PBBS   | MXP-4503    | INNER LOWER CANOPY PAD GRAY JBT 2102289              | 8   | \$ 1,552.00  |
| VI     | B-FLOOR  | PBBS   | MXP-4178    | PBB 3HP GEARMOTOR JBT 3719054                        | 2   | \$ 7,074.00  |
| VI     | B-FLOOR  | PBBS   | MXP-4598    | CANOPY CURTAIN KIT 3656365                           | 2   | \$ 13,904.00 |
| VI     | C-1      | PBBS   | MXP-3763    | JOYSTICK 1 AXIS FOR 416                              | 2   | \$ 2,222.00  |
| VI     | C-1      | PBBS   | MXP-4372    | AUTO LEVEL WHEEL WITH RUBBER                         | 3   | \$ 249.00    |
| VI     | C-1      | PBBS   | MXP-4543    | UPPER CURTAIN PLATE RIGHT SIDE                       | 2   | \$ 550.00    |
| VI     | C-1      | PBBS   | MXP-4544    | UPPER CURTAIN PLATE RIGHT SIDE                       | 2   | \$ 448.00    |
| VI     | C-1      | PBBS   | MXP-4663    | ALUMINUM FILTER                                      | 20  | \$ 441.60    |
| VI     | C-1      | PBBS   | MXP-5565    | RRS ALTUS LCD DISPLAY MSC                            | 7   | \$ 903.00    |
| VI     | C-2      | PBBS   | MXP-4504    | LOWER OUTER CANOPY PAD GRAY JBT 2102285              | 2   | \$ 408.00    |
| VI     | C-END    | PBBS   | MXP-3803    | PBB FRAME KIT LIMESTONE 154C                         | 1   | \$ 796.00    |
| VI     | C-END    | PBBS   | MXP-5615    | RRS DOOR ASSY POWER STATION POSICHARGE               | 4   | \$ 5,626.12  |
| VI     | C-END    | PBBS   | MXP-5616    | RRS 20FT BREAKAWAY EURO CABLE POSICHARGE             | 10  | \$ 13,480.00 |
| VI     | C-END    | PBBS   | MXP-5617    | RRS 2" HUB ASSEMBLY POSICHARGE                       | 10  | \$ 733.00    |
| VI     | CD-WALL  | PBBS   | MXP-4246    | PBB CONSOLE DOOR ARTIC WHITE                         | 2   | \$ 2,526.00  |
| VI     | D-1      | PBBS   | MXP-3713    | PCA FLAT VELCRO 14IN 90 DEGREE ELBOW LIME GREEN HOSE | 7   | \$ 1,638.35  |
| VI     | D-1      | PBBS   | MXP-3737    | FLAT PCA HOSE 14IN X 10FT LIME GREEN                 | 7   | \$ 2,092.65  |
| VI     | D-1      | PBBS   | MXP-3751    | FLAT PCA HOSE 14IN X 5FT LIME GREEN                  | 7   | \$ 1,771.00  |
| VI     | D-1      | PBBS   | MXP-3848    | PCA FLAT HOSE WITH SCUFFLE 14IN X 20FT LIME GREEN    | 11  | \$ 3,776.30  |
| VI     | D-1      | PBBS   | MXP-4183    | PCA HIGH LIMIT THERMOSTAT SENSOR LD270 MSC           | 3   | \$ 151.50    |
| VI     | D-1      | PBBS   | MXP-4184    | PCA TEMPERATURE SENSOR L200 MSC                      | 3   | \$ 181.50    |
| VI     | D-1      | PBBS   | MXP-4187    | PCA PRESSURE TRANSDUCER MSC                          | 3   | \$ 671.25    |
| VI     | D-1      | PBBS   | MXP-4753    | PCA TAPER DUCT 14 X 8 GREEN MSC                      | 7   | \$ 1,148.98  |
| VI     | D-1      | PBBS   | MXP-4838    | PCA SWITCH SELECTOR                                  | 5   | \$ 455.00    |
| VI     | D-1      | PBBS   | MXP-5223    | PCA 0-500PSIG 7-35VDC PRESS SENSOR M100425           | 2   | \$ 564.00    |
| VI     | D-1      | PBBS   | MXP-5227    | PCA SENSOR TEMPERATURE SUPERHEAT 508595              | 2   | \$ 488.00    |
| VI     | D-1      | PBBS   | MXP-5230    | PCA TEMP DISCH 1KOHM RTD ASSY 507280                 | 2   | \$ 798.00    |
| VI     | D-1      | PBBS   | MXP-5232    | PCA SENSOR ORESS 0-500PSIG 7-35VDC M100425           | 2   | \$ 564.00    |
| VI     | D-1      | PBBS   | MXP-5233    | PCA SENSOR TEMP AMBIENT RTD W/PLUG 507279            | 2   | \$ 228.00    |
| VI     | D-1      | PBBS   | MXP-5240    | PCA GSKT BLOWER INLET 1/4X 2" 1/8 509009             | 1   | \$ 95.00     |
| VI     | D-1      | PBBS   | MXP-5241    | PCA GSKT BLOWER OUTLET 1/4"x2"1 509015               | 1   | \$ 75.00     |
| VI     | D-1      | PBBS   | MXP-5242    | PCA RELAY 2P NO 24VDC 600V/10A 3643396               | 2   | \$ 190.00    |
| VI     | D-1      | PBBS   | MXP-5243    | PCA SKT RELAY 3AMP 14 PIN DIN MTG 3659821            | 2   | \$ 46.00     |
| VI     | D-1      | PBBS   | MXP-5245    | PCA FAN 24VDC 170CFM POTTED 3724885                  | 2   | \$ 222.00    |
| VI     | D-1      | PBBS   | MXP-5246    | PCA CKT BRKR IEC 60A 3P 480V C 3719255               | 3   | \$ 381.00    |
| VI     | D-1      | PBBS   | MXP-5248    | PCA LIGHTT PILOT 30MM IDEC YELLOW 3719518            | 1   | \$ 125.00    |
| VI     | D-1      | PBBS   | MXP-5250    | PCA SEALING RING CONDUIT 1 1/4 4060209               | 2   | \$ 22.00     |
| VI     | D-1      | PBBS   | MXP-5251    | PCA VALVE CHECK 1/2 FNPT 3717695                     | 2   | \$ 72.00     |
| VI     | D-1      | PBBS   | MXP-5252    | PCA RESISTOR 499 OHM 1/4W 1% MTL 3706529             | 10  | \$ 4.30      |
| VI     | D-2      | PBBS   | MXP-4022    | PCA DAMPER   | 1   | \$ 399.86    |
| VI     | D-2      | PBBS   | MXP-4041    | PCA BELIMO ACTULATOR                                 | 1   | \$ 452.00    |
| VI     | D-2      | PBBS   | MXP-4144    | PCA COOLING FAN 24V                                  | 8   | \$ 721.20    |
| VI     | D-2      | PBBS   | MXP-4166    | PCA CONDENSATION PUMP                                | 10  | \$ 1,719.50  |
| VI     | D-2      | PBBS   | MXP-4222    | PCA CART BRACKET                                     | 1   | \$ 594.00    |
| VI     | D-2      | PBBS   | MXP-5229    | PCA ACTR ELEK CONT DAMPER PWM M12 516364             | 2   | \$ 1,630.00  |
| VI     | D-2      | PBBS   | MXP-5237    | PCA CKT BREAKER 70A 480V 3P 3705648                  | 2   | \$ 1,506.00  |
| VI     | D-3      | PBBS   | MXP-4191    | PCA CIRCUIT BREAKER MSC                              | 2   | \$ 2,847.00  |
| VI     | D-FLOOR  | PBBS   | MXP-3712    | SPIRAL PCA VELCRO 14IN x 5FT LIME GREEN HOSE         | 5   | \$ 975.00    |
| VI     | D-FLOOR  | PBBS   | MXP-3714    | SPIRALPCA VELCRO 14IN x 10FT LIME GREEN HOSE         | 7   | \$ 2,025.03  |
| VI     | D-FLOOR  | PBBS   | MXP-5137    | PCA CART BRAKE LEVER KIT                             | 10  | \$ 2,750.00  |
| VI     | E-1      | PBBS   | MXP-3668    | NYLON SPROCKET                                       | 6   | \$ 510.00    |
| VI     | E-1      | PBBS   | MXP-3690    | PBB MOTOR CHAIN COUPLING                             | 4   | \$ 542.68    |
| VI     | E-1      | PBBS   | MXP-3790    | RIBBON CABLE   | 2   | \$ 90.00     |
| VI     | E-1      | PBBS   | MXP-3825    | CAMERA TRANSFORMER                                   | 2   | \$ 41.34     |
| VI     | E-1      | PBBS   | MXP-3852    | PASSIVE VIDEO TRANSCEIVER                            | 22  | \$ 2,468.62  |
| VI     | E-1      | PBBS   | MXP-3904    | PROGRAMMED MEMORY CARD BRIDGE 154 VDGS               | 3   | \$ 1,935.00  |
| VI     | E-1      | PBBS   | MXP-4105    | SINGLE GANG W/WEATHER PROOF BOX                      | 4   | \$ 33.68     |
| VI     | E-1      | PBBS   | MXP-4143    | FUSE 250V 8A FRN-R-8                                 | 13  | \$ 135.46    |
| VI     | E-1      | PBBS   | MXP-4356    | ROUND BAR HOCKEY PUCK 3X2                            | 10  | \$ 630.00    |
| VI     | E-1      | PBBS   | MXP-4357    | HONEYWELL LIMIT SWITCH LSYPB1A                       | 9   | \$ 2,899.44  |
| VI     | E-1      | PBBS   | MXP-4366    | LIMIT SWITCH 90 DEGREE PLUNGER 9007AEQ4107 SQUARE D  | 2   | \$ 646.00    |
| VI     | E-1      | PBBS   | MXP-4368    | LIMIT SWITCH 2 STEP 9007AEQ4104 SQUARE D             | 3   | \$ 678.00    |
| VI     | E-1      | PBBS   | MXP-4369    | LIMIT SWITCH 9007AEQ4102 SQUARE D                    | 3   | \$ 840.00    |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description                              | Qty | Total Value  |
|--------|----------|--------|-------------|---|-----|--------------|
| VI     | E-1      | PBBS   | MXP-4371    | ARM ACTUATOR HUB SQUARE D                     | 4   | \$ 116.00    |
| VI     | E-1      | PBBS   | MXP-4373    | LIMIT SWITCH WOBBLE HEAD 9007AEQ4095 SQUARE D | 4   | \$ 1,120.00  |
| VI     | E-1      | PBBS   | MXP-4375    | ARM ACTUATOR LEVER SQUARE D                   | 4   | \$ 112.00    |
| VI     | E-1      | PBBS   | MXP-4822    | WHEEL BOGIE CAP SCREW 1/2-13X2-1/2            | 26  | \$ 118.56    |
| VI     | E-1      | PBBS   | MXP-5258    | PBB SPROCKET D80B14 1-7/8 3672512             | 2   | \$ 258.00    |
| VI     | E-1      | PBBS   | MXP-5266    | PBB OBS SWITCH LIMIT SPDT 4100212             | 2   | \$ 226.00    |
| VI     | E-2      | PBBS   | MXP-3696    | JOYSTICK OPER UNIV PROP 2 AXIS                | 1   | \$ 1,375.00  |
| VI     | E-2      | PBBS   | MXP-3808    | CAMERA DOME ASSEMBLY                          | 1   | \$ 1,249.00  |
| VI     | E-2      | PBBS   | MXP-3879    | CAMERA DUAL DOME ASSEMBLY 3747330             | 4   | \$ 5,421.32  |
| VI     | E-2      | PBBS   | MXP-4078    | SCREW 1/4-20X1 JBT 5060171                    | 70  | \$ 45.50     |
| VI     | E-2      | PBBS   | MXP-4099    | LED CABLE CONNECTOR                           | 8   | \$ 1,600.00  |
| VI     | E-2      | PBBS   | MXP-4755    | VDGS NETWORK CAMERA DISPLAY                   | 2   | \$ 3,734.06  |
| VI     | E-2      | PBBS   | MXP-4785    | VDGS I/O MODULE 170ADM35010 SCHEIDER ELECTRIC | 2   | \$ 1,361.00  |
| VI     | E-3      | PBBS   | MXP-3710    | VFD WJ200 PKL DR 2932200.01                   | 4   | \$ 15,654.40 |
| VI     | E-3      | PBBS   | MXP-3968    | KIT DISTANCE SENSOR INSTL                     | 3   | \$ 4,605.00  |
| VI     | E-3      | PBBS   | MXP-4181    | PCA HEATING ELEMENT MSC                       | 10  | \$ 419.00    |
| VI     | E-4      | PBBS   | MXP-5219    | PBB 7.5HP HORIZ ATV312HU55N4 3719275          | 1   | \$ 2,425.00  |
| VI     | E-FLOOR  | PBBS   | MXP-4242    | SHAFT SLIDER                                  | 16  | \$ 2,576.00  |
| VI     | EF-WALL  | PBBS   | MXP-3765    | PANEL CEILING SLIDE 8"X5'-11                  | 1   | \$ 38.00     |
| VI     | F-1      | PBBS   | MXP-3756    | Brake Rectifier Module                        | 3   | \$ 714.00    |
| VI     | F-1      | PBBS   | MXP-3824    | COIL CONNECTOR LIGHT                          | 3   | \$ 138.15    |
| VI     | F-1      | PBBS   | MXP-3846    | PBB INSTANT BALLAST                           | 3   | \$ 295.68    |
| VI     | F-1      | PBBS   | MXP-3869    | 2FT LED BULB                                  | 41  | \$ 520.29    |
| VI     | F-1      | PBBS   | MXP-3931    | SCREW CAP 5/8-11X2 HEX GR5 MG                 | 8   | \$ 16.00     |
| VI     | F-1      | PBBS   | MXP-3932    | NUT 5/8-11 HEX NYLOC THIN                     | 8   | \$ 6.40      |
| VI     | F-1      | PBBS   | MXP-3933    | SCREW SET 5/8-11X6 SQUARE HEAD PRO            | 3   | \$ 13.80     |
| VI     | F-1      | PBBS   | MXP-4190    | PCA AVERAGING PROBE MSC                       | 3   | \$ 209.25    |
| VI     | F-1      | PBBS   | MXP-4462    | MOTOR SWITCH DC3C-A1LB                        | 14  | \$ 105.28    |
| VI     | F-1      | PBBS   | MXP-4523    | GALVANIZED PIPE 3/8-40x3/4                    | 46  | \$ 514.28    |
| VI     | F-1      | PBBS   | MXP-4655    | WALL PLATE WHITE                              | 16  | \$ 12.64     |
| VI     | F-1      | PBBS   | MXP-4823    | BELL WEATHERPROOF COVER 4-5/8X2-13/16         | 17  | \$ 124.44    |
| VI     | F-1      | PBBS   | MXP-5051    | HYDRAULIC CYLINDER SEAL KIT 2137699.01        | 4   | \$ 1,220.00  |
| VI     | F-1      | PBBS   | MXP-5222    | PBB SENSOR DISTANCE MEASUREMENT 3735842       | 1   | \$ 1,251.00  |
| VI     | F-1      | PBBS   | MXP-5262    | PBB LINK CONNECTING 80 CHAIN 3672935          | 2   | \$ 22.00     |
| VI     | F-1      | PBBS   | MXP-5285    | GATE SIGN BULB 400W                           | 10  | \$ 590.40    |
| VI     | F-2      | PBBS   | MXP-3728    | LED MEDIUM BULB 45W                           | 11  | \$ 759.99    |
| VI     | F-2      | PBBS   | MXP-3796    | 30MM PROXIMITY SENSOR XS630B1PAL2             | 9   | \$ 1,082.43  |
| VI     | F-2      | PBBS   | MXP-3927    | CAMERA TRANSFORMER PULS ML15 121              | 8   | \$ 636.16    |
| VI     | F-2      | PBBS   | MXP-4499    | SERVICE DOOR LED LIGHT FIXTURE JBT 3729923    | 6   | \$ 2,322.00  |
| VI     | F-2      | PBBS   | MXP-4522    | WASHER FLAT 3/8 SST .875 THKN                 | 49  | \$ 15.68     |
| VI     | F-2      | PBBS   | MXP-4811    | BAG CHUTE RIB CLAMP                           | 6   | \$ 318.00    |
| VI     | F-2      | PBBS   | MXP-4812    | BAG CHUTE BOLT 3/8-16 X 3- 1/2                | 6   | \$ 9.00      |
| VI     | F-2      | PBBS   | MXP-4813    | BAG CHUTE WASHER FLAT 3/8                     | 30  | \$ 30.00     |
| VI     | F-2      | PBBS   | MXP-4814    | BAG CHUTE NYLON LOCKING NUT 3/8- 16           | 30  | \$ 37.50     |
| VI     | F-2      | PBBS   | MXP-4815    | BAG CHUTE PIPE END CAP                        | 23  | \$ 57.50     |
| VI     | F-2      | PBBS   | MXP-4816    | BAG CHUTE COLLAR LOCK FIT                     | 24  | \$ 120.00    |
| VI     | F-2      | PBBS   | MXP-4817    | BAG CHUTE U BOLT                              | 22  | \$ 616.00    |
| VI     | F-2      | PBBS   | MXP-5257    | PBB HOSE ASSY NO. 10 SAE 6"6 2136165          | 2   | \$ 658.00    |
| VI     | F-2      | PBBS   | MXP-5269    | PBB FIXTURE FLOURESCENT 4'0 4080861           | 2   | \$ 590.00    |
| VI     | F-3      | PBBS   | MXP-3793    | PLC CAB ENCODER KIT                           | 1   | \$ 1,861.00  |
| VI     | F-3      | PBBS   | MXP-4420    | HYDRAULIC HOSE HB5K-8                         | 5   | \$ 470.75    |
| VI     | F-3      | PBBS   | MXP-4437    | SERVICE DOOR WEATHER STRIP JBT 7669601        | 860 | \$ 1,668.40  |
| VI     | F-4      | PBBS   | MXP-4810    | BAG CHUTE SUPPORT WELDMENT                    | 8   | \$ 3,800.00  |
| VI     | F-FLOOR  | PBBS   | MXP-4209    | PBB POWER SUPPLY CABLE 16AWG 600V             | 125 | \$ 2,125.00  |
| VI     | F-FLOOR  | PBBS   | MXP-4210    | PBB 75FT POWER SUPPLY CABLE                   | 75  | \$ 1,275.00  |
| VI     | F-FLOOR  | PBBS   | MXP-4381    | ROLLER UNIT UPPER CROWN 3 1/2 3738316.01      | 4   | \$ 15,460.00 |
| VI     | F-FLOOR  | PBBS   | MXP-4454    | ROLLER UNIT UPPER 3 1/2 JBT 3734157           | 5   | \$ 12,115.00 |
| VI     | F-FLOOR  | PBBS   | MXP-5217    | PBB CHAIN ROLLER 80*2X68 LK 3714110           | 2   | \$ 264.00    |
| VI     | F-FLOOR  | PBBS   | MXP-5265    | PBB CA 16AWG 6C SEOW-A 600V 4170678           | 50  | \$ 202.50    |
| VI     | FG-END   | PBBS   | MXP-4586    | EDGE SAFETY PRESS SENSOR                      | 2   | \$ 2,432.00  |
| VI     | G-1      | PBBS   | MXP-4003    | DOOR INTERLOCK                                | 2   | \$ 152.80    |
| VI     | G-1      | PBBS   | MXP-4027    | CONTACT BLOCK SCHNEIDER ELECTRIC LADN02       | 4   | \$ 105.28    |
| VI     | G-1      | PBBS   | MXP-4075    | RELAY TIMED ON WITH INSTANT XFER              | 9   | \$ 804.96    |
| VI     | G-1      | PBBS   | MXP-4077    | WHITE WIRE STRAND 16A WG                      | 104 | \$ 33.28     |

## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description                            | Qty | Total Value |
|--------|----------|--------|-------------|---|-----|-------------|
| VI     | G-1      | PBBS   | MXP-4182    | SQUARE D 3 POLE CONTACTOR 8910DPA63         | 3   | \$ 916.50   |
| VI     | G-1      | PBBS   | MXP-4185    | PCA MOTOR CIRCUIT GV2P16 MSC                | 3   | \$ 764.40   |
| VI     | G-1      | PBBS   | MXP-4186    | PCA CONDENSOR FAN CONTACTOR MSC             | 3   | \$ 289.95   |
| VI     | G-1      | PBBS   | MXP-4188    | PCA COMPRESSOR & HEATER 3D60UM MSC          | 3   | \$ 855.00   |
| VI     | G-1      | PBBS   | MXP-4189    | PCA COMPRESSOR 3D60UM MSC                   | 3   | \$ 538.20   |
| VI     | G-1      | PBBS   | MXP-4197    | CONDESNOF FAN CIRCUIT BREAKER               | 2   | \$ 464.00   |
| VI     | G-1      | PBBS   | MXP-4397    | 14 PIN RELAY SOCKET                         | 5   | \$ 192.45   |
| VI     | G-1      | PBBS   | MXP-4411    | SCNEIDER ELECTRIC RELAY RXM040W             | 40  | \$ 105.60   |
| VI     | G-1      | PBBS   | MXP-4442    | 14 PIN RELAY 120VAC SQUARE D                | 5   | \$ 486.85   |
| VI     | G-1      | PBBS   | MXP-4477    | DISCONNECT PANEL DOOR HANDLE JBT 3705919    | 14  | \$ 4,368.00 |
| VI     | G-1      | PBBS   | MXP-4535    | REMOTE GPU CONTROL PANEL PILLER 4821963484  | 2   | \$ 9,642.80 |
| VI     | G-1      | PBBS   | MXP-4542    | Item2                                       | 3   | \$ 1,752.00 |
| VI     | G-1      | PBBS   | MXP-4710    | NUT 1-1/4 HEX GR5 ZINC JBT 5250024          | 10  | \$ 100.00   |
| VI     | G-1      | PBBS   | MXP-4711    | ROLLER BLOCK UPPER WELDMENT JBT 2605888     | 3   | \$ 468.00   |
| VI     | G-1      | PBBS   | MXP-4712    | BOLT ROLLER 1 1/4-7x1/2 JBT 1600692-501     | 4   | \$ 176.00   |
| VI     | G-1      | PBBS   | MXP-4809    | ELECTRIC LINK LA4KE1FC SCHNEIDER ELECTRIC   | 10  | \$ 121.40   |
| VI     | G-1      | PBBS   | MXP-4836    | RELAY SOCKET 14 PIN 2A584 DAYTON            | 10  | \$ 187.20   |
| VI     | G-1      | PBBS   | MXP-5221    | PBB MEMORY CARD SDHC 3729952                | 2   | \$ 266.00   |
| VI     | G-1      | PBBS   | MXP-5270    | PBB RELAY BLOCK MOT VERT DR 3650729         | 2   | \$ 754.00   |
| VI     | G-1      | PBBS   | MXP-5271    | PBB MOV AC 480V 4570480                     | 2   | \$ 8.86     |
| VI     | G-1      | PBBS   | MXP-5276    | PBB OPERATOR PB FULL GUARD 4140331          | 2   | \$ 88.00    |
| VI     | G-2      | PBBS   | MXP-3878    | 3 POLE CONTACTOR                            | 3   | \$ 2,922.78 |
| VI     | G-2      | PBBS   | MXP-3926    | EATON CONTACTOR E111A06X3N                  | 12  | \$ 1,840.68 |
| VI     | G-2      | PBBS   | MXP-3967    | EATON CIRCUIT BREAKER WMZS1D10              | 3   | \$ 131.61   |
| VI     | G-2      | PBBS   | MXP-4028    | CONTACTOR SCHNEIDER ELECTRIC LC1D65AG7      | 5   | \$ 1,689.70 |
| VI     | G-2      | PBBS   | MXP-4207    | COMPACT I/O 1769-OB16 ALLEN BRADLEY         | 5   | \$ 1,364.20 |
| VI     | G-2      | PBBS   | MXP-4286    | PROGRAMMED PLC HEAD GATE 141                | 2   | \$ 6,668.00 |
| VI     | G-2      | PBBS   | MXP-4728    | LIMIT SWITCH E50DW2 EATON                   | 5   | \$ 311.00   |
| VI     | G-2      | PBBS   | MXP-4729    | LIMIT SWITCH E50SA EATON                    | 5   | \$ 347.55   |
| VI     | G-2      | PBBS   | MXP-4784    | CIRCUIT BREAKER FAZ-D20/1-SP EATON          | 9   | \$ 117.45   |
| VI     | G-2      | PBBS   | MXP-5272    | PBB SWITCH INTERLOCK DOOR 15AMP 4140220     | 2   | \$ 276.00   |
| VI     | G-2      | PBBS   | MXP-5274    | PBB CIRCUIT BREAKER IEC 3A 3P 480V M100418  | 2   | \$ 242.00   |
| VI     | G-2      | PBBS   | MXP-5275    | PBB CIRCUIT BREAKER IEC 10A 3P 480 3719254  | 2   | \$ 174.00   |
| VI     | G-2      | PBBS   | MXP-5279    | PBB CIRCUIT BREAKER IEC 0.5A 2P 3659021     | 2   | \$ 126.00   |
| VI     | G-3      | PBBS   | MXP-4138    | 3 POLE OPEN CONTACTOR CE15EN3AB             | 5   | \$ 2,447.95 |
| VI     | G-3      | PBBS   | MXP-4168    | GPU CONTACTOR CE55BNS3T3B EATON             | 10  | \$ 3,660.00 |
| VI     | G-3      | PBBS   | MXP-5277    | PBB OPERATOR PUSH/PULL 24V 4142641          | 2   | \$ 858.00   |
| VI     | G-3      | PBBS   | MXP-5278    | PBB CONTACTOR RVSG 3P 24VAC 3613730         | 2   | \$ 1,216.00 |
| VI     | G-3      | PBBS   | MXP-5280    | PBB TRANSFORMER CONTROL .050KVA 480 4141972 | 2   | \$ 378.00   |
| VI     | H-1      | PBBS   | MXP-4179    | PCA MAIN CONTROL BOARD MSC                  | 2   | \$ 2,656.00 |
| VI     | H-1      | PBBS   | MXP-4553    | CU BOARD                                    | 2   | \$ 3,108.34 |
| VI     | H-1      | PBBS   | MXP-4781    | REMOTE GPU CAPACITOR 7.5 UF                 | 1   | \$ 72.07    |
| VI     | H-1      | PBBS   | MXP-4918    | GPU RESISTOR PT1000/MR W/O PLUG REMOTE      | 1   | \$ 115.96   |
| VI     | H-1      | PBBS   | MXP-4929    | GPU 2400 SOFT START CONTACTOR               | 3   | \$ 744.00   |
| VI     | H-1      | PBBS   | MXP-4960    | GPU A1 CONTROL BOARD AP-579526              | 2   | \$ 4,108.00 |
| VI     | H-1      | PBBS   | MXP-4961    | GPU REPLACEMENT HEAD NOSE SHIELDED          | 3   | \$ 1,011.00 |
| VI     | H-1      | PBBS   | MXP-5199    | GPU CAPA ELECT 550000UFD 35VDC 3656161      | 1   | \$ 242.00   |
| VI     | H-1      | PBBS   | MXP-5200    | GPU TERMINAL BLOCK 28VDC 2912784            | 1   | \$ 156.00   |
| VI     | H-1      | PBBS   | MXP-5203    | GPU CIRCUIT BOARD IV SENSE 28V 2913570      | 2   | \$ 1,324.00 |
| VI     | H-1      | PBBS   | MXP-5204    | GPU CIRCUIT BOARD 28V CONTROL 2913083       | 2   | \$ 1,352.00 |
| VI     | H-1      | PBBS   | MXP-5205    | GPU POWER SUPPLY 120VAC/ 15VDC 4A 3646629   | 2   | \$ 312.00   |
| VI     | H-1      | PBBS   | MXP-5206    | GPU CIRCUIT BUS MONITOR 2913052             | 1   | \$ 886.00   |
| VI     | H-1      | PBBS   | MXP-5208    | GPU RECTIFIER MODULER 150A 1400V 4502264    | 1   | \$ 76.00    |
| VI     | H-1      | PBBS   | MXP-5210    | GPU METER ELAPSED TIME 5VDC 4503244         | 1   | \$ 153.00   |
| VI     | H-1      | PBBS   | MXP-5211    | GPU CABLE PWM 2 POT V CONTROL 2910303.01    | 1   | \$ 156.00   |
| VI     | H-1      | PBBS   | MXP-5212    | GPU POWER SUPPLY 24VDC 120W 3709385         | 1   | \$ 277.00   |
| VI     | H-1      | PBBS   | MXP-5216    | GPU RELAY E & F ASSY PWM2 2912855           | 1   | \$ 110.00   |
| VI     | H-1      | PBBS   | MXP-5218    | PBB LATCH SAFETY SPR                        | 2   | \$ 56.00    |
| VI     | H-1      | PBBS   | MXP-5231    | PCA TEMP RTD TRNSM 4-20MA OUT 3706517       | 2   | \$ 434.00   |
| VI     | H-1      | PBBS   | MXP-5235    | PCA CKT BREAKER IEC 3A 2P 480V 3719253      | 2   | \$ 124.00   |
| VI     | H-1      | PBBS   | MXP-5239    | PCA SWITCH SELECTOR 2 POSITION 30M 3731443  | 2   | \$ 266.00   |
| VI     | H-1      | PBBS   | MXP-5263    | PBB LATCH ROLLER W/STRICKER 3691085         | 2   | \$ 98.00    |
| VI     | H-1      | PBBS   | MXP-5290    | GPU ELECTRONIC CAPACITOR 90-180KVA          | 7   | \$ 1,155.00 |
| VI     | H-1      | PBBS   | MXP-5575    | RRS INPUT AIR FILTER                        | 82  | \$ 6,478.00 |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description   | Qty | Total Value  |
|--------|----------|--------|-------------|--|-----|--------------|
| VI     | H-1      | PBBS   | MXP-5660    | RRS 3 POLE CONTACTOR SQUARE D 8910DPA43V02                 | 6   | \$ 625.74    |
| VI     | H-2      | PBBS   | MXP-3816    | THIMBLE 3/8 WIRE ROPE NUTS                                 | 13  | \$ 32.50     |
| VI     | H-2      | PBBS   | MXP-3922    | GPU LIMIT SWITCH ZCKL1H7 TELEMECANIQUE                     | 9   | \$ 979.65    |
| VI     | H-2      | PBBS   | MXP-4026    | 8" STAINLESS STEEL HOSE CLAMP                              | 9   | \$ 108.00    |
| VI     | H-2      | PBBS   | MXP-4163    | GPU AUX CONTACTOR C320KGS3 EATON                           | 10  | \$ 1,177.30  |
| VI     | H-2      | PBBS   | MXP-5209    | GPU PB OPER ASSY 22MN N/C RED CAP 3648613                  | 1   | \$ 54.00     |
| VI     | H-2      | PBBS   | MXP-5213    | GPU POWER SUPPLY 24VDC 7.5W 120/240 3657813                | 1   | \$ 86.00     |
| VI     | H-2      | PBBS   | MXP-5220    | PBB POWER SUPPLY 115-230VAC/24VDC 3718287                  | 1   | \$ 1,007.00  |
| VI     | H-2      | PBBS   | MXP-5238    | PCA MDL OUT ANALOG 2-CHAN 0-10V 3701051                    | 2   | \$ 952.00    |
| VI     | H-2      | PBBS   | MXP-5244    | PCA MODULE END TERMINAL 3701056                            | 2   | \$ 56.00     |
| VI     | H-3      | PBBS   | MXP-3764    | BELL GONG 10 DIA   | 11  | \$ 2,533.30  |
| VI     | H-3      | PBBS   | MXP-3881    | PCA PLC HEAD BECKHOFF                                      | 4   | \$ 3,276.60  |
| VI     | H-3      | PBBS   | MXP-4447    | GPU POWER SUPPLY TDR-960-24 MEANWELL                       | 2   | \$ 722.00    |
| VI     | H-3      | PBBS   | MXP-5201    | GPU RESISTOR 10OHM 225W 3656160                            | 2   | \$ 98.00     |
| VI     | H-3      | PBBS   | MXP-5207    | IGBT POWER MODULE 400A 1200V 3718048                       | 1   | \$ 288.00    |
| VI     | H-FLOOR  | PBBS   | MXP-4001    | GPU POWER CABLE 1/0A 4C 600-2000V                          | 130 | \$ 3,640.00  |
| VI     | H-FLOOR  | PBBS   | MXP-5084    | GPU TRANSFORMER JTP3 OUTPUT 180KVA JBT 2913657             | 1   | \$ 14,665.00 |
| VI     | H-GEN    | PBBS   | MXP-5198    | GPU DIODE 1400A 600V 3655952                               | 1   | \$ 360.00    |
| VI     | H-GEN    | PBBS   | MXP-5202    | GPU CONTACTOR 28VDC 2912833                                | 2   | \$ 1,108.00  |
| VI     | H-GEN    | PBBS   | MXP-5611    | GPU 180 KVA INTERFACE BOARD AP-579547                      | 1   | \$ 1,933.94  |
| VI     | H-GEN    | PBBS   | MXP-5612    | GPU BOARD CAPACITOR 180 KVA AP-579532                      | 1   | \$ 1,518.22  |
| VI     | H-GEN    | PBBS   | MXP-5613    | GPU ATO FUSE 2 AMP AP-SI2076                               | 10  | \$ 67.60     |
| VI     | I-1      | PBBS   | MXP-3736    | PWC 3/4X2 NIPPLE   | 19  | \$ 80.94     |
| VI     | I-1      | PBBS   | MXP-4102    | PWC VALVE LEVER  | 10  | \$ 39.30     |
| VI     | I-1      | PBBS   | MXP-4502    | 3/4 BARBED HOSE MENDER MALE                                | 2   | \$ 34.76     |
| VI     | I-1      | PBBS   | MXP-4591    | PWC INTELLIFLUSH AIR GAP                                   | 5   | \$ 1,042.60  |
| VI     | I-1      | PBBS   | MXP-4926    | PWC JUNCTION ENCLOSURE                                     | 2   | \$ 524.12    |
| VI     | I-1      | PBBS   | MXP-4927    | PWC BACK PANEL   | 2   | \$ 37.68     |
| VI     | I-1      | PBBS   | MXP-4935    | WHEEL BOGIE TAPE SWITCH SENSOR                             | 1   | \$ 2,150.00  |
| VI     | I-1      | PBBS   | MXP-4940    | PWC NOZZLE COUPLING 1" FITTING                             | 4   | \$ 82.88     |
| VI     | I-1      | PBBS   | MXP-4973    | PWC 12/18 GEAR REDUCTION                                   | 3   | \$ 607.05    |
| VI     | I-2      | PBBS   | MXP-3937    | 1/2 90 NONINSULATED LIQUIDTIGHT CONN                       | 39  | \$ 288.99    |
| VI     | I-2      | PBBS   | MXP-3971    | FOD 90 DEGREE BRACKET                                      | 9   | \$ 281.25    |
| VI     | I-2      | PBBS   | MXP-4259    | PWC REEL MOTOR SWITCH ASSEMBLY                             | 2   | \$ 707.76    |
| VI     | I-2      | PBBS   | MXP-4374    | LIMIT SWITCH EXTENDED PLUNGER 9007AEQ4106 SQUARE D         | 1   | \$ 387.00    |
| VI     | I-2      | PBBS   | MXP-4658    | PWC PUSH TO TEST SWITCH ASSEMBLY                           | 2   | \$ 851.70    |
| VI     | I-2      | PBBS   | MXP-5144    | PWC GEAR CLAMP 1/2 WIDTH L900-207-1623                     | 18  | \$ 32.04     |
| VI     | I-2      | PBBS   | MXP-5253    | PBB BUMPER STOP ASSY ROTUNDA 2135240                       | 2   | \$ 354.00    |
| VI     | I-2      | PBBS   | MXP-5259    | PBB BUSHING 1-1/4 X 1-5/8 3670250                          | 2   | \$ 24.00     |
| VI     | I-3      | PBBS   | MXP-4025    | 4X4 JUNCTION BOX   | 4   | \$ 194.36    |
| VI     | I-3      | PBBS   | MXP-4169    | J BOX 10X8X4 TK REMOTE                                     | 3   | \$ 960.00    |
| VI     | I-3      | PBBS   | MXP-4170    | J BOX 6X4X3 TK REMOTE                                      | 4   | \$ 960.00    |
| VI     | I-3      | PBBS   | MXP-5417    | PWC 1" PRV REGULATOR VALVE                                 | 2   | \$ 612.50    |
| VI     | I-4      | PBBS   | MXP-4398    | PBB TUNNEL C KICK PLATE 10FT                               | 6   | \$ 726.00    |
| VI     | I-4      | PBBS   | MXP-4500    | CAB TO TUNNEL WEATHER STRIP JBT 3648696                    | 2   | \$ 474.00    |
| VI     | IJ-WALL  | PBBS   | MXP-4933    | PBB RAMP TUNNEL A JBT 3729975                              | 1   | \$ 1,915.00  |
| VI     | IJ-WALL  | PBBS   | MXP-4934    | PBB RAMP TUNNEL B JBT 3729976                              | 1   | \$ 2,249.00  |
| VI     | J-1      | PBBS   | MXP-4124    | WEATHER STRIP RUBBER FLANGE                                | 250 | \$ 915.00    |
| VI     | J-1      | PBBS   | MXP-4521    | SCREW 1/2x5-18   | 50  | \$ 250.00    |
| VI     | J-2      | PBBS   | 13079       | RELAY 4PDT 24VDC 3AMP OSHKOSH 3706542                      | 11  | \$ 322.41    |
| VI     | J-2      | PBBS   | 91715       | CONN CA.709-984X1"PLSTC                                    | 10  | \$ 140.00    |
| VI     | J-2      | PBBS   | MXP-4370    | ARM LEVER SQUARE D   | 4   | \$ 52.00     |
| VI     | J-END    | PBBS   | MXP-4064    | ROTUNDA TRANSITION RAMP                                    | 1   | \$ 1,550.00  |
| VI     | J-END    | PBBS   | MXP-4402    | SERVICE STAIR UPPER END HANDRAIL MSC                       | 2   | \$ 1,440.00  |
| VI     | K-WALL   | PBBS   | MXP-3859    | FOD LID  | 11  | \$ 50.38     |
| VI     | A-1      | PBBS   | 12966       | CAM FOLLOWER BEARING                                       | 6   | \$ 378.24    |
| VI     | A-1      | PBBS   | 50084       | ROLLER UNIT TUNNEL 2 & TUNNEL 3 TK                         | 11  | \$ 2,859.67  |
| VI     | A-1      | PBBS   | 60342       | CAM ROLLER, 127MM DIAMETER                                 | 3   | \$ 183.00    |
| VI     | A-1      | PBBS   | MXP-2108    | TK MECH PILLOW BLOCK ACF IPTCI TK MECHANICAL MSC           | 8   | \$ 158.00    |
| VI     | A-1      | PBBS   | MXP-2109    | TK MECH ACTUATOR ARTICULATING FLOOR 12" TK MECHANICAL MSC  | 2   | \$ 1,812.50  |
| VI     | A-1      | PBBS   | MXP-2110    | TK MECH SLIDING BLOCK UPPER LIFT COLUMN TK MECHANICAL MSC  | 16  | \$ 320.00    |
| VI     | A-1      | PBBS   | MXP-2111    | TK MECH SLIDING BLOCK LOWER LIFT COLUMN TK MECHANICAL MSC  | 16  | \$ 300.00    |
| VI     | A-1      | PBBS   | MXP-2113    | TK MECH DOOR CLOSURE STD SERVICE DOOR TK MECHANICAL MSC    | 3   | \$ 936.69    |
| VI     | A-1      | PBBS   | MXP-2114    | TK MECH PILLOW BLOCK BEARING FYN NAP 210 TK MECHANICAL MSC | 8   | \$ 841.60    |

## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description   | Qty | Total Value  |
|--------|----------|--------|-------------|--|-----|--------------|
| VI     | A-1      | PBBS   | MXP-2115    | TK MECH 2 BOLT FLANGE BEARING 1-1/4" TK MECHANICAL MSC   | 12  | \$ 352.56    |
| VI     | A-1      | PBBS   | MXP-2116    | TK MECH 2"PILLOW BLOCK BEARING ROTUNDA ASSEMBLY MSC      | 8   | \$ 841.60    |
| VI     | A-1      | PBBS   | MXP-2118    | 127MM CAM ROLLER- MECHANICAL TK                          | 10  | \$ 2,933.30  |
| VI     | A-1      | PBBS   | MXP-2119    | TK MECH CAM ROLLER 900MM TK MECHANICAL MSC               | 2   | \$ 231.06    |
| VI     | A-1      | PBBS   | MXP-2126    | TK MECH BELT 19MM TK MECHANICAL MSC                      | 7   | \$ 3,052.21  |
| VI     | A-1      | PBBS   | MXP-2127    | TK MECH PULLEY ASSY RIGHT UNI 3P TK MECHANICAL MSC       | 4   | \$ 10,780.00 |
| VI     | A-1      | PBBS   | MXP-2128    | TK MECH PULLEY ASSY LEFT UNI 3P TK MECHANICAL MSC        | 4   | \$ 10,780.00 |
| VI     | A-1      | PBBS   | MXP-2131    | TK MECH VISIONS WINDOW KIT CURATIN TK MECHANICAL MSC     | 21  | \$ 564.48    |
| VI     | A-1      | PBBS   | MXP-2134    | TK MECH M16 X 70 HEX HD GR 10.9 ZINC PLATE IN CAGE MSC   | 56  | \$ 56.00     |
| VI     | A-1      | PBBS   | MXP-2135    | TK MECH M16 X60 SOC HDGR 12 .9Z ECO GUARD FINISH MSC     | 40  | \$ 86.40     |
| VI     | A-1      | PBBS   | MXP-2136    | TK MECH M16 X 70 HEX HD GR 10 .9 ZINC PLATE MSC          | 32  | \$ 50.88     |
| VI     | A-1      | PBBS   | MXP-2140    | TK MECH EQUALIZING CABLE LONG TB 35/17.5-3 MSC           | 1   | \$ 353.20    |
| VI     | A-1      | PBBS   | MXP-2141    | TK MECH EQUALIZING CABLE SHORT TB 35/17.5-3 MSC          | 1   | \$ 262.80    |
| VI     | A-1      | PBBS   | MXP-2157    | TK MECH M12 X 40 SOC HD GR 8.8 TK MECHANICAL MSC         | 11  | \$ 11.00     |
| VI     | A-1      | PBBS   | MXP-2176    | SWITCH LIMIT BODY NO 1 TK ELECTRICAL MSC                 | 2   | \$ 68.26     |
| VI     | A-1      | PBBS   | MXP-2178    | FUSE 1000VDC 030A TK ELECTRICAL MSC                      | 6   | \$ 589.38    |
| VI     | A-1      | PBBS   | MXP-2181    | LIGHT HEAD RED TK ELECTRICAL MSC                         | 3   | \$ 6.00      |
| VI     | A-1      | PBBS   | MXP-2182    | LIGHT HEAD YELLOW TK ELECTRICAL MSC                      | 1   | \$ 8.63      |
| VI     | A-1      | PBBS   | MXP-2184    | PUSH BUTTON MUSHROOM RED 40MM TK ELECTRICAL MSC          | 2   | \$ 29.40     |
| VI     | A-1      | PBBS   | MXP-2185    | LMT SW ACTUATOR HEAD TK ELECTRICAL MSC                   | 2   | \$ 24.70     |
| VI     | A-1      | PBBS   | MXP-2188    | SELECTOR SWITCH22MM TK ELECTRICAL MSC                    | 2   | \$ 12.66     |
| VI     | A-1      | PBBS   | MXP-2189    | FUSE 250V 4A TK ELECTRICAL MSC                           | 30  | \$ 38.10     |
| VI     | A-1      | PBBS   | MXP-2190    | FUSE 600V 30A TK ELECTRICAL MSC                          | 6   | \$ 77.40     |
| VI     | A-1      | PBBS   | MXP-2192    | FUSE 600V 250A TK ELECTRICAL MSC                         | 12  | \$ 325.20    |
| VI     | A-1      | PBBS   | MXP-2202    | FUSE 125V 3A TK ELECTRICAL MSC                           | 13  | \$ 97.24     |
| VI     | A-1      | PBBS   | MXP-2206    | SENSOR POSITION TK ELECTRICAL MSC                        | 7   | \$ 469.98    |
| VI     | A-1      | PBBS   | MXP-2208    | FUSE 250V 3A TK ELECTRICAL MSC                           | 5   | \$ 5.00      |
| VI     | A-1      | PBBS   | MXP-2209    | LIMIT SWITCH HEAD TK ELECTRICAL MSC                      | 2   | \$ 29.20     |
| VI     | A-1      | PBBS   | MXP-2220    | ACTUATOR TK ELECTRICAL MSC                               | 2   | \$ 717.10    |
| VI     | A-1      | PBBS   | MXP-2222    | REGENERATOR TK ELECTRICAL MSC                            | 5   | \$ 1,552.60  |
| VI     | A-1      | PBBS   | MXP-2223    | JOYSTOCK CONTROLLER XKBA14220 SCHNEIDER ELECTRIC- MSC    | 5   | \$ 2,375.00  |
| VI     | A-1      | PBBS   | MXP-2612    | CONTROLLER M251, CPU-WTK ELECTRICAL MSC                  | 2   | \$ 1,003.66  |
| VI     | A-1      | PBBS   | MXP-2622    | LIMIT SWITCH MECHANICAL 10E TK ELECTRICAL MSC            | 1   | \$ 44.83     |
| VI     | A-1      | PBBS   | MXP-2626    | OPER FLUSH BLACK TELETK ELECTRICAL MSC                   | 2   | \$ 6.26      |
| VI     | A-1      | PBBS   | MXP-2627    | PB 22MM MOM GREEN LIGHTTK ELECTRICAL MSC                 | 2   | \$ 9.90      |
| VI     | A-1      | PBBS   | MXP-2630    | CONTACTOR BLOCK 1 N O TK ELECTRICAL MSC                  | 3   | \$ 15.42     |
| VI     | A-1      | PBBS   | MXP-2631    | PB CONTACTOR 1 N C 22MM TELETK ELECTRICAL MSC            | 4   | \$ 19.28     |
| VI     | A-1      | PBBS   | MXP-2635    | PUSH BUTTON ILLUMLIGHT UNITTK ELECTRICAL MSC             | 4   | \$ 115.12    |
| VI     | A-1      | PBBS   | MXP-2637    | FUSE 600V 60A TK ELECTRICAL MSC                          | 6   | \$ 81.00     |
| VI     | A-1      | PBBS   | MXP-2638    | FUSE 600V 20A TK ELECTRICAL MSC                          | 6   | \$ 77.40     |
| VI     | A-1      | PBBS   | MXP-2639    | FUSE 600V 5A TK ELECTRICAL MSC                           | 5   | \$ 54.50     |
| VI     | A-1      | PBBS   | MXP-2640    | FUSE 600V 30A TK ELECTRICAL MSC                          | 12  | \$ 134.76    |
| VI     | A-1      | PBBS   | MXP-2641    | FUSE 600V 1.5ATK ELECTRICAL MSC                          | 3   | \$ 45.00     |
| VI     | A-1      | PBBS   | MXP-2642    | FUSE 600V 10A TK ELECTRICAL MSC                          | 6   | \$ 69.00     |
| VI     | A-1      | PBBS   | MXP-2643    | FUSE 250V 1A 1 25 FASTTK ELECTRICAL MSC                  | 6   | \$ 1.68      |
| VI     | A-1      | PBBS   | MXP-2644    | FUSE 250V 5A 1 25 TK ELECTRICAL MSC                      | 5   | \$ 5.00      |
| VI     | A-1      | PBBS   | MXP-2645    | FUSE 250V 7A 1 25 TK ELECTRICAL MSC                      | 45  | \$ 375.30    |
| VI     | A-1      | PBBS   | MXP-2646    | FUSE 250V 1A 5x20MM TK ELECTRICAL MSC                    | 10  | \$ 10.00     |
| VI     | A-1      | PBBS   | MXP-2647    | FUSE 250V2A 5x20MM TK ELECTRICAL MSC                     | 5   | \$ 5.00      |
| VI     | A-1      | PBBS   | MXP-2648    | FUSE 600V 20A TK ELECTRICAL MSC                          | 14  | \$ 348.74    |
| VI     | A-1      | PBBS   | MXP-2649    | PB22MM PROT LED SB 24V ORANGE TK ELECTRICAL MSC          | 2   | \$ 33.26     |
| VI     | A-1      | PBBS   | MXP-2650    | PB 22MM PROT LED SB 24V GREEN TK ELECTRICAL MSC          | 2   | \$ 33.26     |
| VI     | A-1      | PBBS   | MXP-2651    | PB 22MM PROT LED SB 24V RED TK ELECTRICAL MSC            | 2   | \$ 33.26     |
| VI     | A-1      | PBBS   | MXP-2654    | FUSE 600V 30A RK5BUSS TK ELECTRICAL MSC                  | 2   | \$ 20.00     |
| VI     | A-1      | PBBS   | MXP-3177    | 250V 2V 2A 1.25"" FAST ACT LITTLE FUSE TK ELECTRICAL MSC | 47  | \$ 228.89    |
| VI     | A-1      | PBBS   | MXP-3273    | NO/NC ROLLER LEVER MICROSWITCH                           | 16  | \$ 67.84     |
| VI     | A-1      | PBBS   | MXP-3381    | FUSE 250V 10A 1.25 TK ELECTRICAL MSC                     | 37  | \$ 246.79    |
| VI     | A-1      | PBBS   | MXP-3383    | HMI 4GB SDHC CARD MSC                                    | 3   | \$ 658.53    |
| VI     | A-1      | PBBS   | MXP-3456    | PB OPER FLUSH RED TK ELECTRIC                            | 4   | \$ 110.20    |
| VI     | A-2      | PBBS   | 40946       | VALVE 24V TK   | 2   | \$ 2,700.00  |
| VI     | A-2      | PBBS   | 40948       | DIRECT VALVE 24V TK                                      | 2   | \$ 3,750.00  |
| VI     | A-2      | PBBS   | MXP-1477    | Relay Safety Tape Switch                                 | 4   | \$ 3,232.00  |
| VI     | A-2      | PBBS   | MXP-2092    | TK HYD GEAR PUMP 6068GPM 1780RPM LDI MSC                 | 2   | \$ 1,480.00  |
| VI     | A-2      | PBBS   | MXP-2093    | TK HYD PUMP COUPLING AL 100 5/8" MSC                     | 1   | \$ 83.85     |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description                                       | Qty | Total Value |
|--------|----------|--------|-------------|--|-----|-------------|
| VI     | A-2      | PBBS   | MXP-2095    | TK HYD SPIDER MSC                                      | 1   | \$ 44.35    |
| VI     | A-2      | PBBS   | MXP-2096    | TK HYD COSTUM MANIFOLD MSC                             | 1   | \$ 2,100.00 |
| VI     | A-2      | PBBS   | MXP-2097    | TK HYD CHECK VALVE SAE 12 MSC                          | 2   | \$ 139.70   |
| VI     | A-2      | PBBS   | MXP-2098    | TK HYD RELIEF VALVE 250 BAR MSC                        | 2   | \$ 248.50   |
| VI     | A-2      | PBBS   | MXP-2102    | TK HYD NEEDLE VALVE 2 SUN MSC                          | 1   | \$ 86.83    |
| VI     | A-2      | PBBS   | MXP-2103    | TK HYD CHECK VALVE MANIFOLD MSC                        | 2   | \$ 133.56   |
| VI     | A-2      | PBBS   | MXP-2104    | TK HYD DIRECTIONAL VALVE MANIFOLD MSC                  | 1   | \$ 221.93   |
| VI     | A-2      | PBBS   | MXP-2105    | TK HYD DIRECTIONAL VALVE MSC                           | 6   | \$ 1,920.00 |
| VI     | A-2      | PBBS   | MXP-2106    | TK HYD COIL 12VDC MSC                                  | 7   | \$ 1,225.00 |
| VI     | A-2      | PBBS   | MXP-2107    | TK HYD HOSE ASSY CABA UNIT MSC                         | 4   | \$ 1,000.00 |
| VI     | A-2      | PBBS   | MXP-2124    | TK MECH TUBBR MOTOR W/ CLUTCH TK MECHANICAL MSC        | 2   | \$ 7,565.00 |
| VI     | A-2      | PBBS   | MXP-2139    | TK MECH JACK HYDRAULIC 4 TON BOTTLE TYPE MSC           | 2   | \$ 152.76   |
| VI     | A-2      | PBBS   | MXP-2164    | Relay 3/NO-1/NC 120 VAC COILTELETK Electrical MSC      | 1   | \$ 25.38    |
| VI     | A-2      | PBBS   | MXP-2172    | PHOTO CONT INTERMATIC TK ELECTRICAL MSC                | 2   | \$ 40.60    |
| VI     | A-2      | PBBS   | MXP-2177    | SWITCH LIMIT BODY TK ELECTRICAL MSC                    | 11  | \$ 2,596.22 |
| VI     | A-2      | PBBS   | MXP-2179    | SENSOR PROXIMITY XS1N18PB349TF TELEMECANIQUE MSC       | 4   | \$ 1,500.00 |
| VI     | A-2      | PBBS   | MXP-2180    | SENSOR ROTARY 180DGR TKELECTRICAL MSC                  | 3   | \$ 720.00   |
| VI     | A-2      | PBBS   | MXP-2183    | PB CONNECTOR NO 1 22MM TK ELECTRICAL MSC               | 6   | \$ 34.80    |
| VI     | A-2      | PBBS   | MXP-2186    | CONTACTOR 2 2 KW TK ELECTRICAL MSC                     | 2   | \$ 40.10    |
| VI     | A-2      | PBBS   | MXP-2187    | PLC STB DIGITAL OUTPUT TK ELECTRICAL MSC               | 1   | \$ 190.00   |
| VI     | A-2      | PBBS   | MXP-2191    | CONTACTOR 4POL TK ELECTRICAL MSC                       | 2   | \$ 59.40    |
| VI     | A-2      | PBBS   | MXP-2193    | SENSOR ARTIC FLOOR TK ELECTRICAL MSC                   | 2   | \$ 1,228.50 |
| VI     | A-2      | PBBS   | MXP-2203    | CONTACT BLOCK NO 1 22MM TK ELECTRICAL MSC              | 4   | \$ 7.20     |
| VI     | A-2      | PBBS   | MXP-2204    | RELAY 24VDC 4P TK ELECTRICAL MSC                       | 9   | \$ 270.00   |
| VI     | A-2      | PBBS   | MXP-2205    | SAFETY INTERLOCK SWITCH TK ELECTRICAL MSC              | 6   | \$ 1,710.00 |
| VI     | A-2      | PBBS   | MXP-2207    | LIMIT SWITCH NO 2 TK ELECTRICAL MSC                    | 2   | \$ 119.00   |
| VI     | A-2      | PBBS   | MXP-2210    | CRCUIT BREAKER 1P TK ELECTRICAL MSC                    | 2   | \$ 40.40    |
| VI     | A-2      | PBBS   | MXP-2211    | DEFINITE PURPOSE CONTACTOR TK ELECTRICAL MSC           | 1   | \$ 64.93    |
| VI     | A-2      | PBBS   | MXP-2212    | SIREN 9 32V TK ELECTRICAL MSC                          | 2   | \$ 170.00   |
| VI     | A-2      | PBBS   | MXP-2213    | LIMIT SWITCH 9007C TK ELECTRICAL MSC                   | 11  | \$ 2,679.27 |
| VI     | A-2      | PBBS   | MXP-2215    | CIRCUIT BREAKER 50A TK ELECTRICAL MSC                  | 4   | \$ 69.00    |
| VI     | A-2      | PBBS   | MXP-2216    | INDUCTIVE SENSOR 18MM TK ELECTRICAL MSC                | 1   | \$ 86.43    |
| VI     | A-2      | PBBS   | MXP-2217    | RELAY TAPE SWITCH TK ELETRICAL MSC                     | 2   | \$ 825.00   |
| VI     | A-2      | PBBS   | MXP-2218    | SENSOR PHOTOELECTRIC TK ELECTRICAL MSC                 | 2   | \$ 354.26   |
| VI     | A-2      | PBBS   | MXP-2219    | ULTRASONIC PROXIMITY SENSOR TK ELECTRICAL MSC          | 1   | \$ 969.18   |
| VI     | A-2      | PBBS   | MXP-2613    | FUSE 600V 125ATK ELECTRICAL MSC                        | 6   | \$ 334.80   |
| VI     | A-2      | PBBS   | MXP-2614    | PLC STB PWR SUPPLY 24VDC TK ELECTRICAL MSC             | 2   | \$ 195.00   |
| VI     | A-2      | PBBS   | MXP-2615    | CONNECTOR ANALOG 2PT TK ELECTRICAL MSC                 | 2   | \$ 325.06   |
| VI     | A-2      | PBBS   | MXP-2617    | DIGITAL INPUT 16PT TK ELECTRICAL MSC                   | 2   | \$ 642.28   |
| VI     | A-2      | PBBS   | MXP-2618    | REMOTE ETHERNET/IP NIM STANDARDTK ELECTRICAL MSC       | 3   | \$ 1,980.00 |
| VI     | A-2      | PBBS   | MXP-2619    | AUX CONTACTOR 1NCSQ-D TK ELECTRICAL MSC                | 2   | \$ 63.86    |
| VI     | A-2      | PBBS   | MXP-2620    | OVERLOAD RELAY THERMAL UNIT B19.5TK ELECTRICAL MSC     | 6   | \$ 46.80    |
| VI     | A-2      | PBBS   | MXP-2621    | OVERALL RELAY THERMAL B1.45 TK ELECTRICAL MSC          | 6   | \$ 46.80    |
| VI     | A-2      | PBBS   | MXP-2624    | LED GREEN22MM TK ELECTRICAL MSC                        | 2   | \$ 5.40     |
| VI     | A-2      | PBBS   | MXP-2625    | SWITCH KEY 2 POS SPRING RETURN TK ELECTRICAL MSC       | 2   | \$ 57.56    |
| VI     | A-2      | PBBS   | MXP-2628    | SWITCH SELECT 2 POS MAINT BLACK 22MM TK ELECTRICAL MSC | 2   | \$ 12.66    |
| VI     | A-2      | PBBS   | MXP-2629    | PUSH BUTTON PROT ORANGE LED 22MMTK ELECTRICAL MSC      | 1   | \$ 2.00     |
| VI     | A-2      | PBBS   | MXP-2636    | LIGHT MODULE WITH LED TELE TK ELECTRICAL MSC           | 4   | \$ 44.52    |
| VI     | A-2      | PBBS   | MXP-2652    | SWITCH LIMIT LEVER ARM 2INCH TK ELECTRICAL MSC         | 2   | \$ 41.90    |
| VI     | A-2      | PBBS   | MXP-2653    | PLC STB MEMORY CARD 32KTK ELECTRICAL MSC               | 1   | \$ 135.00   |
| VI     | A-2      | PBBS   | MXP-3168    | VOLTAGE SURGE SUPRESSOR 480VTK ELECTRICAL MSC          | 1   | \$ 700.00   |
| VI     | A-2      | PBBS   | MXP-3175    | PB OPERATION FLUSH BLK W/ ARROWTELE TK ELECTRICAL MSC  | 4   | \$ 16.72    |
| VI     | A-2      | PBBS   | MXP-3176    | PLC MODULE NETWORK SWITCH 4 PORT TK ELECTRICAL FOR MSC | 1   | \$ 277.30   |
| VI     | A-2      | PBBS   | MXP-3178    | 3 PHASE VOLTAGE MONITOR WVM91 TK ELECTRICAL MSC        | 1   | \$ 995.00   |
| VI     | A-3      | PBBS   | 21722       | PBB ROUND EXTERIOR MIRROR TK REMOTE                    | 4   | \$ 1,295.24 |
| VI     | A-3      | PBBS   | 32166       | LIGHT DIFFUSER, ACRYLIC LENS                           | 10  | \$ 1,030.80 |
| VI     | A-3      | PBBS   | MXP-2125    | TK MECH GAS SPRING 500N BOTTOM 3P TK MECHANICAL MSC    | 4   | \$ 3,820.00 |
| VI     | A-3      | PBBS   | MXP-2138    | TK MECH GAS SPRING 500N TOP UNI 3P MSC                 | 4   | \$ 2,810.00 |
| VI     | A-3      | PBBS   | MXP-2221    | DEFINITE PURPOSE CONTACTOR TK ELECTRICAL MSC           | 1   | \$ 188.53   |
| VI     | A-3      | PBBS   | MXP-2606    | CONTACTOR 3P, 74ADP 24V TK ELECTRICAL MSC              | 2   | \$ 377.08   |
| VI     | A-3      | PBBS   | MXP-2607    | TRANSFORMER 100VA 480-24 TK ELECTRICAL MSC             | 2   | \$ 127.06   |
| VI     | A-3      | PBBS   | MXP-2608    | REVERSING, STARTER CONTACTORTK ELECTRICAL MSC          | 2   | \$ 640.60   |
| VI     | A-3      | PBBS   | MXP-2609    | INVERTER 705 HP 480 VACTK ELECTRICAL MSC               | 2   | \$ 2,643.26 |
| VI     | A-3      | PBBS   | MXP-2610    | MAGELIS KEYPAD PANEL 5.7" TK ELECTRICAL MSC            | 1   | \$ 3,075.00 |

## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description  | Qty | Total Value  |
|--------|----------|--------|-------------|---|-----|--------------|
| VI     | A-3      | PBBS   | MXP-3382    | UNIVERSAL POWER SUPPLY TK ELECTRICAL MSC                      | 1   | \$ 254.70    |
| VI     | A-END    | PBBS   | MXP-1854    | ROLLER UNIT KIT REMOTE JBT 3734700.1                          | 2   | \$ 20,831.00 |
| VI     | A-FLOOR  | PBBS   | 28943       | Service Door Flashing RS                                      | 4   | \$ 912.00    |
| VI     | A-FLOOR  | PBBS   | 85002       | TRIM, ZEE LENGTH 10 FT  | 80  | \$ 1,040.00  |
| VI     | A-FLOOR  | PBBS   | MXP-1599    | HIGH CAPACITY 8" SWIVEL WHEEL REMOTE GATE                     | 8   | \$ 1,743.52  |
| VI     | A-FLOOR  | PBBS   | MXP-2117    | TK MECH CASTER SWIVEL 6 TK MECHANICAL MSC                     | 8   | \$ 3,295.44  |
| VI     | A-FLOOR  | PBBS   | MXP-2133    | TK MECH AC MOTOR 400V/50HZ, -60HZ MSC                         | 1   | \$ 2,586.78  |
| VI     | A-FLOOR  | PBBS   | MXP-3380    | GENERAL PURPOSE TRANSFORMER 480V -120 NM TK ELECTRICAL MSC    | 1   | \$ 902.95    |
| VI     | AB-WALL  | PBBS   | 16262       | FLEXIBLE CARPET MOLDING TRIM JBT 7660150                      | 99  | \$ 2,620.53  |
| VI     | AB-WALL  | PBBS   | 16265       | RIGID CARPET MOLDING TRIM JBT 7660155                         | 95  | \$ 3,167.30  |
| VI     | AB-WALL  | PBBS   | 16572       | ALUMINUM HAT SECTION JBT 3611244                              | 39  | \$ 1,238.64  |
| VI     | AB-WALL  | PBBS   | 16577       | WALL PANEL BLACK VINYL INSERT JBT 3611245                     | 28  | \$ 426.16    |
| VI     | AB-WALL  | PBBS   | 28776       | Service Door Flashing Top                                     | 6   | \$ 1,350.00  |
| VI     | AB-WALL  | PBBS   | 28942       | SERVICE DOOR FLASHING LS                                      | 8   | \$ 1,970.00  |
| VI     | AB-WALL  | PBBS   | 37060       | CARR BENT CHANNEL16"O BLACK HD                                | 44  | \$ 177.32    |
| VI     | AB-WALL  | PBBS   | 76304       | Molding Aluminum Edge Carpet 1 X 6"O                          | 22  | \$ 258.28    |
| VI     | AB-WALL  | PBBS   | MXP-3167    | ALUMINUM THRESHOLD CARPET MOLDING 6 X 2- 1/2                  | 24  | \$ 856.32    |
| VI     | B-1      | PBBS   | 13160       | ACTUATOR LINEAR 1"O STRK 115VAC TAL10-1A20-12                 | 2   | \$ 4,208.00  |
| VI     | B-1      | PBBS   | 14711       | UPPER CHAIN GUARD   | 4   | \$ 1,752.00  |
| VI     | B-1      | PBBS   | 21618       | STRAP, CANOPY KINEMATIC (TK) 19MM                             | 1   | \$ 55.00     |
| VI     | B-1      | PBBS   | 41068       | LOWER CHAIN GUARD ARTIC WHITE JBT 3615692                     | 2   | \$ 508.00    |
| VI     | B-1      | PBBS   | MXP-1508    | RUBBER FABRIC 17"X35"1 PLY GRAY JBT 7669860                   | 2   | \$ 1,118.00  |
| VI     | B-1      | PBBS   | MXP-3469    | CURTAIN SUPPORT A300 LEFT SIDE JBT 2105091                    | 1   | \$ 502.00    |
| VI     | B-1      | PBBS   | MXP-3470    | CURTAIN SUPPORT A300 RIGHT SIDE JBT 2105092                   | 1   | \$ 502.00    |
| VI     | B-2      | PBBS   | 13148       | CURTAIN CLOS PAD LS LOWER                                     | 3   | \$ 549.00    |
| VI     | B-2      | PBBS   | 15769       | ARM HALF CA SPRT TERM END 2132052.01                          | 3   | \$ 759.00    |
| VI     | B-2      | PBBS   | 16278       | CANOPY FLAP CLOSURE LEFT SIDE JBT 2133224                     | 2   | \$ 322.00    |
| VI     | B-2      | PBBS   | 16287       | CANOPY PAD LOWER CENTER GRAY JBT 2132057                      | 6   | \$ 1,429.14  |
| VI     | B-2      | PBBS   | 16487       | ARM CABLE SUPPORT ASSEMBLY                                    | 15  | \$ 3,068.85  |
| VI     | B-2      | PBBS   | 34058       | ARM ACTUATOR TELESOPING 2134058 JBT                           | 2   | \$ 1,026.00  |
| VI     | B-2      | PBBS   | 40953       | CANOPY, UNIVERSAL II  | 6   | \$ 2,550.00  |
| VI     | B-2      | PBBS   | 80267       | PBB CAB SUPPORT ANCHOR PLATE                                  | 3   | \$ 1,515.00  |
| VI     | B-3      | PBBS   | 13149       | CANOPY PAD LOWER RIGHT CENTER GRAY JBT 2132061                | 2   | \$ 882.00    |
| VI     | B-3      | PBBS   | 13151       | CANOPY PAD LEFT CENTER JBT 2133225                            | 2   | \$ 796.00    |
| VI     | B-3      | PBBS   | 16274       | PAD, REMOVABLE BOT LEFT A380 2137158                          | 2   | \$ 524.00    |
| VI     | B-3      | PBBS   | 21332       | PAD LS CE GRAY STD  | 1   | \$ 337.00    |
| VI     | B-3      | PBBS   | 36993       | CURT CLOS PAD TOP FRES GRAY S 3006993                         | 3   | \$ 1,024.50  |
| VI     | B-3      | PBBS   | 80238       | KIT AIRCRAFT CANOPY & PADS JBT                                | 1   | \$ 2,920.50  |
| VI     | B-END    | PBBS   | MXP-1577    | Tunion Pin 2102478 JBT  | 4   | \$ 664.00    |
| VI     | B-FLOOR  | PBBS   | 13249       | GPU 7.5HP GEAR MOTOR  | 2   | \$ 16,723.00 |
| VI     | B-FLOOR  | PBBS   | 16640       | CANOPY KIT JBT 2130150.27                                     | 1   | \$ 7,740.00  |
| VI     | C-1      | PBBS   | 13227       | PCA FILTER  | 9   | \$ 39.69     |
| VI     | C-1      | PBBS   | 14720       | A/L WHL W/RBR   | 3   | \$ 149.13    |
| VI     | C-1      | PBBS   | 15803       | FILTER, LIQUID DRIER EK-417S JOHNSTONE PRODUCT NUMBER B12-282 | 5   | \$ 155.00    |
| VI     | C-1      | PBBS   | 50152       | 21/8 VIBRATION ABSORBER                                       | 1   | \$ 76.70     |
| VI     | C-1      | PBBS   | 50153       | 15/8 VIBRATION ABSORBER                                       | 2   | \$ 102.10    |
| VI     | C-1      | PBBS   | MXP-2236    | HITCH PIN HOSE REEL   | 6   | \$ 804.00    |
| VI     | C-2      | PBBS   | 14717       | AUTO LEVEL ARM (PL3/16X2X1"3)                                 | 3   | \$ 117.00    |
| VI     | C-2      | PBBS   | 34833       | PL 3/16X2X2"O AUTO LEVEL ARM                                  | 9   | \$ 2,133.00  |
| VI     | C-2      | PBBS   | 40951       | GAS-SPRING 300N (TK)  | 1   | \$ 400.00    |
| VI     | C-3      | PBBS   | 15802       | PCA FILTER, AIR PERM/WASH 24X22 1/2X2 3643657                 | 5   | \$ 475.00    |
| VI     | C-3      | PBBS   | 36539       | PCAFLTR AIR PERMANENT LAWA PART                               | 9   | \$ 792.00    |
| VI     | C-FLOOR  | PBBS   | 13000       | CASTER SWIVEL WHEEL   | 30  | \$ 1,780.80  |
| VI     | C-FLOOR  | PBBS   | 76001       | CASTER SWIVEL WHEEL 8"  | 10  | \$ 1,510.00  |
| VI     | C-FLOOR  | PBBS   | 76002       | CASTER SWVL 6   | 2   | \$ 122.00    |
| VI     | C-FLOOR  | PBBS   | 76039       | JBT A-FRAME TOW BAR WHEEL 40DX2                               | 2   | \$ 184.00    |
| VI     | C-FLOOR  | PBBS   | 88997       | MOTOR 25HP BLOWER 60HZ FOR JBT A/C                            | 1   | \$ 2,364.00  |
| VI     | CD-WALL  | PBBS   | 47400       | RIGHT SIDE HANDRAIL TUNNEL B                                  | 2   | \$ 1,032.00  |
| VI     | CD-WALL  | PBBS   | 47401       | HANDRAIL RAMP TUNNEL B LS SST #4                              | 3   | \$ 1,512.00  |
| VI     | D-1      | PBBS   | 13057       | VALVE CONT 2 1/2 2-WAY ASSY                                   | 6   | \$ 5,820.48  |
| VI     | D-1      | PBBS   | 14704       | SINGLE GANG WEATHERPROOF COVER                                | 30  | \$ 42.90     |
| VI     | D-1      | PBBS   | 14742       | 52AAGL - LIGHT LENS GUARD E-STOP                              | 2   | \$ 15.20     |
| VI     | D-1      | PBBS   | 14743       | LED REPLACEMENT CLUSTER LARGE, YELLOW                         | 2   | \$ 14.26     |
| VI     | D-1      | PBBS   | 14744       | 52AED2 - LED REPLACEMENT 24V AC/DC RED                        | 2   | \$ 8.76      |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description  | Qty | Total Value |
|--------|----------|--------|-------------|---|-----|-------------|
| VI     | D-1      | PBBS   | 14745       | LED LIGHT REPLACEMENT CLUSTER SMALL, WHITE                          | 2   | \$ 8.00     |
| VI     | D-1      | PBBS   | 14746       | 52AED4 - LED LIGHT REPLACEMENT 24V AC/DC AMBER                      | 2   | \$ 6.26     |
| VI     | D-1      | PBBS   | 14864       | PCA EMERGENCY STOP IDEC AVLD32211DNUR                               | 10  | \$ 751.70   |
| VI     | D-1      | PBBS   | 15032       | PCA BAND STRAP .75X14 DIA HOSE CLAMP                                | 3   | \$ 58.50    |
| VI     | D-1      | PBBS   | 20200       | GASKET PC-AIR COUPLER (GLUE-ON TYPE)                                | 3   | \$ 65.88    |
| VI     | D-1      | PBBS   | 37205       | BTN EXTN RED IDEC   | 32  | \$ 48.00    |
| VI     | D-1      | PBBS   | 42035       | GPU SADDLE CLAMP U BOLT   | 48  | \$ 85.44    |
| VI     | D-1      | PBBS   | MXP-2129    | 14" PCA HOSE CLAMP  | 17  | \$ 237.83   |
| VI     | D-1      | PBBS   | MXP-3310    | REPLACEMENT GASKET W/ SNAP ON BASE PLATE                            | 11  | \$ 352.00   |
| VI     | D-1      | PBBS   | MXP-3605    | PCA E-STOP  | 5   | \$ 420.00   |
| VI     | D-2      | PBBS   | 14478       | BELIMO 24V FAST ACTING ACTUATOR                                     | 1   | \$ 519.75   |
| VI     | D-2      | PBBS   | 14479       | ACTUATOR NEPTRONICS   | 1   | \$ 95.17    |
| VI     | D-2      | PBBS   | 16195       | 14" TO 14" FLAT DUCT 90 DEGREE ELBOW WITH VELCRO CONNECTIONS YELLOW | 13  | \$ 3,642.86 |
| VI     | D-2      | PBBS   | 16196       | TAPERED ADAPTER, 14 IN to 8 IN 90 Deg WITH VELCRO CONNECTION        | 3   | \$ 594.99   |
| VI     | D-2      | PBBS   | 16197       | SWIVEL ADAPTER ASSEMBLY FOR J729 PCA CONNECTOR                      | 3   | \$ 1,224.99 |
| VI     | D-2      | PBBS   | 20203       | PCA CONNECTOR YELLOW COUPLING WITH GASKET                           | 3   | \$ 816.99   |
| VI     | D-2      | PBBS   | 22615       | PC AIR HOSE FLAT DUCT TAPERED ADAPTER VELCRO ONLY                   | 4   | \$ 680.00   |
| VI     | D-3      | PBBS   | 15836       | PCA HOSE FLAT 14IN x 20FT TBIT YELLOW                               | 3   | \$ 1,122.00 |
| VI     | D-3      | PBBS   | 22616       | PCA YELLOW HOSE FLAT DUCT 10 FEET VELCRO ONLY                       | 6   | \$ 1,553.46 |
| VI     | D-3      | PBBS   | 41239       | PUMP-CONDENSATE UTILITY 115 VAC                                     | 5   | \$ 490.50   |
| VI     | D-END    | PBBS   | 20085       | FLASHING SERVICE DOOR FRAME 125R LS                                 | 2   | \$ 193.00   |
| VI     | D-END    | PBBS   | 32367       | CAB DOOR RIGHT 2'X7'6 3/4 W/WDO CUTOUT                              | 2   | \$ 2,706.00 |
| VI     | D-END    | PBBS   | 36546       | KIT Service Door 2'6 W/O Lockset                                    | 1   | \$ 1,736.00 |
| VI     | D-END    | PBBS   | 36703       | CAB DOOR LEFT 2'X7'6 3/4 W/WDO CUTOUT                               | 2   | \$ 3,278.00 |
| VI     | D-END    | PBBS   | 76211       | DOOR MOLDING VINYL WHITE PBB SALOON DOORS JBT                       | 65  | \$ 115.05   |
| VI     | D-END    | PBBS   | 93004       | FLSH SHMET SERV DOOR 185 LS   | 4   | \$ 232.00   |
| VI     | D-FLOOR  | PBBS   | 13018       | Condensate pump for A/C 460V  | 6   | \$ 2,574.36 |
| VI     | D-FLOOR  | PBBS   | 14859       | PCA HOSE 14 X 20FT WIRE WOUND STARTER DUCT TBIT                     | 2   | \$ 1,240.00 |
| VI     | D-FLOOR  | PBBS   | 15044       | PCA 5 FOOT BRAKE ASSEMBLY   | 8   | \$ 998.00   |
| VI     | D-FLOOR  | PBBS   | 50110       | A/C COMPRESSOR  | 1   | \$ 2,030.96 |
| VI     | D-FLOOR  | PBBS   | MXP-3294    | KIT DUCT SLV ADJ ASSY   | 1   | \$ 1,552.00 |
| VI     | E-1      | PBBS   | 13016       | Hose Assy, Hyd, 60 Long Right Side                                  | 1   | \$ 350.00   |
| VI     | E-1      | PBBS   | 13131       | BUZZER 2900HZ/DUAL 6-28VDC/AC                                       | 11  | \$ 141.35   |
| VI     | E-1      | PBBS   | 13144       | JOYSTICK DUAL AXIS JBT 3705071                                      | 3   | \$ 2,967.00 |
| VI     | E-1      | PBBS   | 13202       | PT 4X1-24DC-ST (24VDC)  | 2   | \$ 342.00   |
| VI     | E-1      | PBBS   | 13544       | FUSE TIME DELAY DUAL ELEMENT RK5                                    | 6   | \$ 32.88    |
| VI     | E-1      | PBBS   | 13858       | LIMIT SWITCH 9007AEQ4101 SQUARE D                                   | 14  | \$ 2,662.66 |
| VI     | E-1      | PBBS   | 13859       | LIMIT SWITCH SINGLE POLE MICRO 9007AEQ4103 SQUARE D                 | 4   | \$ 706.24   |
| VI     | E-1      | PBBS   | 13862       | ARM ACTUATOR LEVER LIMIT SWITCH                                     | 8   | \$ 236.48   |
| VI     | E-1      | PBBS   | 14710       | SNSR POSN REEL ASY VERT 450   | 2   | \$ 4,060.00 |
| VI     | E-1      | PBBS   | 14790       | GSE Input Board Resistor  | 7   | \$ 119.00   |
| VI     | E-1      | PBBS   | 15023       | SWITCH LIMIT PBB BDS 551-1100                                       | 2   | \$ 126.60   |
| VI     | E-1      | PBBS   | 15088       | BEARING INSERT, BDS POT H20 1.280 ID SST                            | 10  | \$ 494.10   |
| VI     | E-1      | PBBS   | 15238       | SNSR DISTANCE MEASUREMENT ( SICK )                                  | 3   | \$ 1,041.30 |
| VI     | E-1      | PBBS   | 15595       | BEARING, HARDSTAND ON HOSE REEL                                     | 3   | \$ 114.00   |
| VI     | E-1      | PBBS   | 15713       | SWITCH, LIMIT ACTUATOR ARM 12 LONG LVR 4100071                      | 2   | \$ 70.00    |
| VI     | E-1      | PBBS   | 16304       | BAR RND 3/8X1 ft 5.5 in 2129214                                     | 2   | \$ 344.00   |
| VI     | E-1      | PBBS   | 19153       | CABLE CARRIER POLYESTER STRAP JBT 2120584                           | 181 | \$ 1,486.01 |
| VI     | E-1      | PBBS   | 20364       | PWC SPROCKET 3/4" 12T35   | 2   | \$ 38.82    |
| VI     | E-1      | PBBS   | 20365       | SPROCKET 1 INCH BORE 18T35  | 1   | \$ 21.47    |
| VI     | E-1      | PBBS   | 21244       | BAR ROUND 3/8X6- 5/8 JBT 2124476                                    | 2   | \$ 94.00    |
| VI     | E-1      | PBBS   | 21554       | SWITCH ROLLER LEVEL ARM   | 4   | \$ 20.00    |
| VI     | E-1      | PBBS   | 35115       | Motor Sprocket 35BS11 5/8   | 7   | \$ 24.92    |
| VI     | E-1      | PBBS   | 36726       | SPROCKET D80B14 2.255 ID 1/2 KEYWAY                                 | 1   | \$ 156.00   |
| VI     | E-1      | PBBS   | 41038       | SWITCH LIMIT EXT D PLUNGER 90 DEG                                   | 2   | \$ 365.00   |
| VI     | E-1      | PBBS   | 41039       | SWITCH LIMIT PLUNGER 90 DEG SPDT                                    | 2   | \$ 301.34   |
| VI     | E-1      | PBBS   | 41121       | LIMIT SWITCH 9007C54JS9 SQUARE D                                    | 5   | \$ 1,291.55 |
| VI     | E-1      | PBBS   | 41182       | LIMIT SWITCH COLUMN FAULT LSQYMB2D324 SQUARE D                      | 9   | \$ 1,665.00 |
| VI     | E-1      | PBBS   | 50163       | ANTI COLLISION SENSOR   | 4   | \$ 9,680.00 |
| VI     | E-1      | PBBS   | MXP-1441    | RLY 3PDT 120v 10 Amp RR3B-U   | 14  | \$ 490.00   |
| VI     | E-1      | PBBS   | MXP-1568    | Control Display Board (NHD-0420E2Z-NSW-BBW-ND)                      | 3   | \$ 615.00   |
| VI     | E-1      | PBBS   | MXP-1604    | PRESSURE GUAGE 0 TO 3000 PSI  | 12  | \$ 382.80   |
| VI     | E-1      | PBBS   | MXP-1736    | PHOTOCONTROL 120 VAC PBB EXTERIOR LIGHTNING                         | 6   | \$ 81.48    |
| VI     | E-1      | PBBS   | MXP-3264    | CABLE ASSEMBLY 22 AWG 5C 65' M12                                    | 5   | \$ 485.00   |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description  | Qty | Total Value  |
|--------|----------|--------|-------------|---|-----|--------------|
| VI     | E-1      | PBBS   | MXP-3567    | DODGE SHEAVE 1VL34 X 1/2 FHP VP                             | 5   | \$ 69.50     |
| VI     | E-1      | PBBS   | MXP-3568    | CAB DOOR STOP ANGLE IRON                                    | 10  | \$ 330.00    |
| VI     | E-1      | PBBS   | MXP-3597    | FUSE JJS-80 BUSSMAN   | 11  | \$ 772.64    |
| VI     | E-2      | PBBS   | 13186       | LASER REIGL LD90-3AT/98                                     | 1   | \$ 8,710.44  |
| VI     | E-2      | PBBS   | 13216       | SUPER COOLING UNIT  | 1   | \$ 895.00    |
| VI     | E-2      | PBBS   | 13247       | INV AC 1HP CAB ROTATE HF-320ALPH                            | 1   | \$ 868.00    |
| VI     | E-2      | PBBS   | 15210       | BRG FLGE 3/4 2 BLT  | 16  | \$ 592.00    |
| VI     | E-2      | PBBS   | 15258       | LIIMIT SWITCH ENCLOSURE A/Y 802MCAY12                       | 4   | \$ 704.76    |
| VI     | E-2      | PBBS   | 15701       | FILTER DRYER N063-401865 CUSTOMER REF SPORLAN C-609-S 1 1/8 | 1   | \$ 96.58     |
| VI     | E-2      | PBBS   | 16342       | CAMERA DOME   | 4   | \$ 2,152.00  |
| VI     | E-2      | PBBS   | 25647       | MOXA,N-PORT RS232 To ETHRNET CONVERTER                      | 3   | \$ 1,139.37  |
| VI     | E-2      | PBBS   | 25648       | POWER SUPPLY MOXA N-PORT 5110-T                             | 10  | \$ 786.60    |
| VI     | E-2      | PBBS   | 50138       | SMOKE DETECTOR 120VAC                                       | 6   | \$ 65.04     |
| VI     | E-2      | PBBS   | MXP-1693    | COLUMN BEARING THRUST SPHER 2.36IDX5.120D                   | 3   | \$ 1,533.99  |
| VI     | E-3      | PBBS   | 13100       | VFD 7.5HP 480 VAC (TK)                                      | 4   | \$ 6,056.00  |
| VI     | E-3      | PBBS   | 13228       | VFD PROGRAMMED AHU 75HP ABB PRM308                          | 1   | \$ 5,969.00  |
| VI     | E-3      | PBBS   | 13252       | LCD Color Monitor 7"PBB3718382                              | 2   | \$ 2,884.14  |
| VI     | E-3      | PBBS   | 48114       | MARATHON AC MOTOR 048S17D21074                              | 2   | \$ 508.98    |
| VI     | E-3      | PBBS   | MXP-1511    | Monitor LCD 5.7"Display                                     | 4   | \$ 3,224.00  |
| VI     | E-END    | PBBS   | 20084       | FLASHING SERVICE DOOR FRAME 125R RS                         | 1   | \$ 94.00     |
| VI     | E-END    | PBBS   | 21719       | MOLDING YELLOW RUBBER FOR IN BETWEEN BRIDGES                | 1   | \$ 2.50      |
| VI     | E-FLOOR  | PBBS   | 12818       | CASTER WHEEL STEM FOR PC AIR CRADLE                         | 5   | \$ 242.20    |
| VI     | E-FLOOR  | PBBS   | 13246       | MOT 24VDC FOR STABILIZER JACK SPARES                        | 1   | \$ 282.00    |
| VI     | E-FLOOR  | PBBS   | 14487       | 3 POLE 50AMP 480V CIRCUIT BREAKER                           | 2   | \$ 387.00    |
| VI     | E-FLOOR  | PBBS   | 14980       | STAINLESS STEEL SINK RING 1'6                               | 4   | \$ 420.00    |
| VI     | E-FLOOR  | PBBS   | 15808       | FAN, COND MTG 60-90T BRKT WLDMT 501660                      | 4   | \$ 2,716.00  |
| VI     | E-FLOOR  | PBBS   | 15809       | FAN 34-6/40 DEG-1 3/8 BORE 3625540                          | 2   | \$ 540.00    |
| VI     | E-FLOOR  | PBBS   | 22353       | BAR RND 1X1'10  | 4   | \$ 576.00    |
| VI     | E-FLOOR  | PBBS   | 91712       | WIRE  | 21  | \$ 228.69    |
| VI     | E-FLOOR  | PBBS   | MXP-3523    | MARATHON A-C MOTOR THERMALLY PROTECTED 5KH37PNA793          | 4   | \$ 1,962.80  |
| VI     | E-FLOOR  | PBBS   | MXP-3592    | VFD 60HP ACS550-U1-078A-4 +B055                             | 2   | \$ 14,665.60 |
| VI     | EF-WALL  | PBBS   | 22927       | CEILING PANEL 8" X 9'0                                      | 2   | \$ 146.00    |
| VI     | EF-WALL  | PBBS   | 40809       | DIFFUSER 4'0X2'0 CLEAR                                      | 1   | \$ 229.94    |
| VI     | EF-WALL  | PBBS   | 89010       | SERVICE DOOR ALUMINUM TRIM JBT 2605733                      | 2   | \$ 570.00    |
| VI     | EF-WALL  | PBBS   | MXP-2235    | PCA 7/8"EXTENDED YOKE ARM                                   | 2   | \$ 516.00    |
| VI     | END-WALL | PBBS   | MXP-2584    | WALL PANEL TUNNEL C GRAY                                    | 14  | \$ 8,802.08  |
| VI     | F-1      | PBBS   | 12907       | Brake Solenoid MK-00038                                     | 1   | \$ 800.00    |
| VI     | F-1      | PBBS   | 12991       | PB, 22MM, PROT LED, SB, 24V, WHT SQ-D ZBVB1                 | 4   | \$ 80.00     |
| VI     | F-1      | PBBS   | 13040       | ELECTRIC BALLAST B234SR120M-A0001                           | 5   | \$ 78.05     |
| VI     | F-1      | PBBS   | 13041       | T8 FLUORESCENT BALLAST                                      | 3   | \$ 54.51     |
| VI     | F-1      | PBBS   | 13059       | SW AIR FLOW DIFF PRESS                                      | 4   | \$ 580.00    |
| VI     | F-1      | PBBS   | 13107       | BEARING 2-BOLT FLANGE ID 1-1/4 (TK)                         | 7   | \$ 252.00    |
| VI     | F-1      | PBBS   | 13119       | FU 5AMP 250V SLO BLOW 5X20 MM                               | 104 | \$ 97.76     |
| VI     | F-1      | PBBS   | 13124       | SCRECT 250A 1400V   | 5   | \$ 1,049.10  |
| VI     | F-1      | PBBS   | 13204       | PT 4X1-BE   | 1   | \$ 85.00     |
| VI     | F-1      | PBBS   | 13231       | DISC THERMO CLOSE 200 DEG                                   | 1   | \$ 29.00     |
| VI     | F-1      | PBBS   | 13264       | BLOCK CNTOR 1NO   | 1   | \$ 29.00     |
| VI     | F-1      | PBBS   | 13557       | SPROCKET, TAPERLOCK, #80, HRD, 16-TOOTH (DRIVER)            | 2   | \$ 88.34     |
| VI     | F-1      | PBBS   | 13578       | LINK, CHAIN, MASTER, #80 (DRIVE)                            | 1   | \$ 5.75      |
| VI     | F-1      | PBBS   | 14046       | LAMP LED GRN 24VDC (800EP-LF3) (MB111WC6N                   | 5   | \$ 140.00    |
| VI     | F-1      | PBBS   | 14329       | CAM FOLLOWER BEARING 2"                                     | 16  | \$ 363.68    |
| VI     | F-1      | PBBS   | 14331       | CAM FOLLOWER 2  | 6   | \$ 384.00    |
| VI     | F-1      | PBBS   | 14449       | #80-2 ADDING LINK   | 21  | \$ 127.05    |
| VI     | F-1      | PBBS   | 14451       | #80-2 CONNECTING LINK                                       | 8   | \$ 53.28     |
| VI     | F-1      | PBBS   | 14728       | ACTR LINEAR 1'0 STRK 115V                                   | 1   | \$ 1,302.00  |
| VI     | F-1      | PBBS   | 15612       | BEARING FLANGE 1 1/4 2 BOLT                                 | 10  | \$ 1,346.20  |
| VI     | F-1      | PBBS   | 15771       | ROLLER, CAB W/BRNG HARDENED 2001251-601                     | 5   | \$ 507.50    |
| VI     | F-1      | PBBS   | 15786       | CPLG DR FLEX 1 3/8 BOREX5/16 KWW (SUNS) 3733318             | 3   | \$ 309.00    |
| VI     | F-1      | PBBS   | 15817       | LIGHT BULB 24 VAC X85                                       | 9   | \$ 74.88     |
| VI     | F-1      | PBBS   | 15821       | LT LAMP BULB 24V 2W TYPE BA9S 3717579                       | 29  | \$ 478.50    |
| VI     | F-1      | PBBS   | 15832       | LT LAMP BULB 24V 2W TYPE BA9S 3717579                       | 18  | \$ 236.34    |
| VI     | F-1      | PBBS   | 16338       | CABLE ASSY WHL POSN NON PVC                                 | 4   | \$ 419.20    |
| VI     | F-1      | PBBS   | 17313       | BEARING PILLOW BLOCK ID 25MM SET SCREW ACF (TK)             | 4   | \$ 45.00     |
| VI     | F-1      | PBBS   | 17557       | GES 175W LIGHT BULB MVR175UMED                              | 22  | \$ 269.94    |

## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description  | Qty | Total Value |
|--------|----------|--------|-------------|---|-----|-------------|
| VI     | F-1      | PBBS   | 20250       | BEACON BULB 8ATR5 STROBE TUBE FED-SIGFESIK149130A                               | 19  | \$ 1,240.70 |
| VI     | F-1      | PBBS   | 21021       | LABEL "WARNING NO STORAGE"  | 14  | \$ 91.14    |
| VI     | F-1      | PBBS   | 21153       | CUSTOM LAMINATED LABEL "DO NOT PLACE FOOD ON CONSOLE"                           | 63  | \$ 170.73   |
| VI     | F-1      | PBBS   | 21159       | "Do Not Lock" Label Door  | 23  | \$ 345.00   |
| VI     | F-1      | PBBS   | 21200       | WARNING SIGN - STAND CLEAR  | 26  | \$ 63.70    |
| VI     | F-1      | PBBS   | 21783       | SLEEVE WHEEL BOLT (TK)  | 14  | \$ 84.00    |
| VI     | F-1      | PBBS   | 22421       | 24PS 2.0 Watts Miniature Bulb T2 Slide NO. 5                                    | 134 | \$ 544.04   |
| VI     | F-1      | PBBS   | 22462       | LAMP 400W MERCURY VAPOR   | 8   | \$ 319.60   |
| VI     | F-1      | PBBS   | 29521       | "Safety Shoe" Label Oper. Proc.   | 35  | \$ 735.00   |
| VI     | F-1      | PBBS   | 35542       | LED LIGHT BLK GRN 24 120V   | 11  | \$ 601.70   |
| VI     | F-1      | PBBS   | 35666       | WRN DANGER WHL  | 9   | \$ 4.14     |
| VI     | F-1      | PBBS   | 36505       | BELL WEATHERPROOF COVER 3X4-5/8   | 33  | \$ 217.14   |
| VI     | F-1      | PBBS   | 40962       | ACTURATOR, ARTICULATING FLOOR 12 STROKE NOOK                                    | 3   | \$ 1,650.00 |
| VI     | F-1      | PBBS   | 41306       | PWC LIGHT BULB  | 13  | \$ 24.18    |
| VI     | F-1      | PBBS   | 4V561       | 250 WATTS METAL HALIDE HID LAMP, ED28, MOGUL SCREW (E39), 3900K BULB COLOR TEMP | 42  | \$ 1,334.34 |
| VI     | F-1      | PBBS   | 60352       | SLIDING BLOCK, UPPER, LIFT  | 8   | \$ 160.00   |
| VI     | F-1      | PBBS   | 60353       | SLIDING BLOCK, LIFT COLUMN  | 8   | \$ 200.00   |
| VI     | F-1      | PBBS   | 91717       | LKNT 1 CND PLST 3173089   | 10  | \$ 30.10    |
| VI     | F-1      | PBBS   | 91719       | CONNECTOR CA .125-.375x1/2 PLSTC  | 18  | \$ 164.88   |
| VI     | F-1      | PBBS   | MPX-1493    | Auto Level Actuator (Motor) Linear 4 Stroke115VAC                               | 4   | \$ 2,684.00 |
| VI     | F-1      | PBBS   | MPX-1512    | PBB CONSOLE LIGHT BULB 25T10/120V   | 21  | \$ 93.66    |
| VI     | F-1      | PBBS   | MPX-1812    | GFCI RECEPTABLE 20 AMP 125V   | 26  | \$ 512.00   |
| VI     | F-1      | PBBS   | MPX-1813    | WALL PLATE STAINLESS STEEL  | 14  | \$ 46.34    |
| VI     | F-1      | PBBS   | MPX-2101    | MEDIUM SCREW LIGHT BULB 60 WATTS 120V   | 23  | \$ 87.40    |
| VI     | F-1      | PBBS   | MPX-2239    | ROCKER LIGHT SWITCH 2 TERMINALS 20A   | 15  | \$ 217.50   |
| VI     | F-1      | PBBS   | MPX-3166    | DUPLEX BLANK WALL PLATE   | 92  | \$ 56.12    |
| VI     | F-1      | PBBS   | MPX-3299    | WALL SWITCH 20A IVORY 3 WAY TYPE ROCKER   | 12  | \$ 68.28    |
| VI     | F-1      | PBBS   | MPX-3377    | PREPOSITION MOVE BLUE BUTTON  | 8   | \$ 96.00    |
| VI     | F-2      | PBBS   | 10842       | PRESSURE RELIEF VALVE HYDRAULIC 3010842   | 8   | \$ 389.20   |
| VI     | F-2      | PBBS   | 12853       | JETPACK JW3 90AMP-240V (P-020-240-A5-003  | 4   | \$ 9,640.00 |
| VI     | F-2      | PBBS   | 12962       | SENSOR, PROX FOR HYD CYL  | 1   | \$ 510.00   |
| VI     | F-2      | PBBS   | 13010       | HYDRAULIC VALVE DIRECTIONAL 4-6 LB-FT5-8 Nm                                     | 2   | \$ 1,542.00 |
| VI     | F-2      | PBBS   | 13011       | Pilot operate check valve   | 2   | \$ 150.00   |
| VI     | F-2      | PBBS   | 13358       | BCN STROBE12-48V AMBER W/FEM MOUNT  | 8   | \$ 1,165.36 |
| VI     | F-2      | PBBS   | 13390       | WASHER SPRING VERTICAL SLIDING PADS   | 20  | \$ 166.80   |
| VI     | F-2      | PBBS   | 13811       | EMERGENCYLIGHT BATTERY PACK KIT   | 5   | \$ 1,000.75 |
| VI     | F-2      | PBBS   | 14702       | Hydraulic Hose Outrigger  | 8   | \$ 480.00   |
| VI     | F-2      | PBBS   | 14703       | OUTRIGGER TOP HOSE assy. SAE #6X18  | 5   | \$ 435.00   |
| VI     | F-2      | PBBS   | 15245       | SENSOR, CABIN TEMP ASSY 1.8K THERMISTOR, WHT/BLU                                | 2   | \$ 995.00   |
| VI     | F-2      | PBBS   | 15798       | INSR CPLG HYTREL (SUNSOURCE) 3733319  | 1   | \$ 48.00    |
| VI     | F-2      | PBBS   | 15814       | WSHR FLAT 1/2 3622213   | 14  | \$ 11.34    |
| VI     | F-2      | PBBS   | 16036       | CHAIN #80-2R (10' BOX) DOUBLE STRAND  | 30  | \$ 1,832.70 |
| VI     | F-2      | PBBS   | 16182       | SOCKET HEAD CAP SCREW 1/2 - 13 X 2 1/4 GR 5 0105062                             | 13  | \$ 14.56    |
| VI     | F-2      | PBBS   | 16228       | VALVE CNTRL DIRECTIONAL WOMASUNSOURCECK 2137428.12                              | 5   | \$ 2,825.00 |
| VI     | F-2      | PBBS   | 16229       | HYDRAULIC VALVE COUNTER BALANCE POER UNIT TRQ30-35Lbf FT/41A-47NM               | 10  | \$ 2,172.40 |
| VI     | F-2      | PBBS   | 22461       | BALLAST 120VAC MERCURY VAPOR FOR GATE SIGN                                      | 4   | \$ 680.00   |
| VI     | F-2      | PBBS   | 40943       | HIDRASA-FLOW CONTROL VALVE  | 1   | \$ 665.00   |
| VI     | F-2      | PBBS   | 40944       | HIDRASA-NEEDLE VALVE-REF  | 2   | \$ 200.00   |
| VI     | F-2      | PBBS   | 50136       | LED FLOOD LIGHT 100W 120V   | 21  | \$ 464.73   |
| VI     | F-2      | PBBS   | 65506       | HYDRAULIC T-FITTINGS FOR STABILIZER OVERRIDE                                    | 3   | \$ 139.62   |
| VI     | F-2      | PBBS   | 74001       | GATE SIGN BULB  | 7   | \$ 1,107.19 |
| VI     | F-2      | PBBS   | MPX-1529    | Valve Counter Balance 5:1 (JBT)   | 3   | \$ 657.00   |
| VI     | F-2      | PBBS   | MPX-1620    | IOTA I320 EMERGENCY BALLAST   | 20  | \$ 6,528.40 |
| VI     | F-2      | PBBS   | MPX-2063    | BALLAST HOUSING FOR GATE SIGN   | 3   | \$ 1,438.68 |
| VI     | F-2      | PBBS   | MPX-2588    | FIXTURE LED CEILING LIGHT   | 5   | \$ 753.30   |
| VI     | F-2      | PBBS   | MPX-3418    | HYDRALIC PRESS RELEIFE VALVE WOMACK   | 4   | \$ 872.00   |
| VI     | F-2      | PBBS   | MPX-3419    | VALVE CHECK POWER UNIT WOMACK   | 5   | \$ 355.00   |
| VI     | F-2      | PBBS   | MPX-3578    | BEARING PAD PL BRG 1X1 3/8X5  | 3   | \$ 28.11    |
| VI     | F-2      | PBBS   | MPX-3579    | BEARING PAD PL BRG 1X2 3/4X5  | 2   | \$ 34.00    |
| VI     | F-2      | PBBS   | MPX-3603    | Needle Valve W/Reverse Flow 2137428.13  | 5   | \$ 755.00   |
| VI     | F-2      | PBBS   | MPX-3604    | Needle Valve 2137428.07   | 5   | \$ 595.00   |
| VI     | F-3      | PBBS   | 14029       | RES .50 OHM 300W RESISTOR   | 40  | \$ 3,000.00 |
| VI     | F-3      | PBBS   | 21183       | RUBBER EPDM 1/8X10/2'2  | 9   | \$ 423.00   |
| VI     | F-3      | PBBS   | 22928       | PANEL CEILING 8 X 4'-10-1/2 BR ALUM/HD  | 27  | \$ 940.95   |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description  | Qty | Total Value  |
|--------|----------|--------|-------------|---|-----|--------------|
| VI     | F-3      | PBBS   | 30021       | SH 24GAX1'1 1/16X1'7 1/2 GRAY                               | 2   | \$ 576.00    |
| VI     | F-3      | PBBS   | 30216       | RUBBER NEOPRENE SPONGE 1X7 1/16X1'6                         | 2   | \$ 94.00     |
| VI     | F-3      | PBBS   | 30907       | RUBBER EPDM 1/8X7 1/2X1'10 1/2                              | 5   | \$ 145.00    |
| VI     | F-3      | PBBS   | 36165       | HOSE ASSY #10SAE X 6'6                                      | 4   | \$ 848.00    |
| VI     | F-3      | PBBS   | 36166       | HOSE ASSY #8SAE X 6'6                                       | 3   | \$ 519.00    |
| VI     | F-3      | PBBS   | 36167       | HOSE ASSY #6SAE X 6'6                                       | 4   | \$ 492.00    |
| VI     | F-3      | PBBS   | 41001       | DING BRAKES 15FT 230/460 V 7/8 SHAFT                        | 3   | \$ 2,143.62  |
| VI     | F-3      | PBBS   | 41113       | JOYSTICK, 1 AXIS, NO POT SQ-D XKB-A14200                    | 1   | \$ 380.00    |
| VI     | F-3      | PBBS   | 41389       | PHILLIPS 4FT FLUORESCENT BULBS                              | 146 | \$ 585.46    |
| VI     | F-3      | PBBS   | MXP-1517    | LED FLOODLIGHT WITH MOUNT                                   | 3   | \$ 866.94    |
| VI     | F-3      | PBBS   | MXP-1679    | AMBER BEACON LIGHT PBB 418                                  | 2   | \$ 494.00    |
| VI     | F-4      | PBBS   | 15799       | ADPTER PUMP/MOT MOUNT (SUNSOURCE) 3733320                   | 1   | \$ 196.00    |
| VI     | F-4      | PBBS   | 21583       | PUMP MANUAL HYDRAULIC 3000PSI                               | 1   | \$ 408.00    |
| VI     | F-FLOOR  | PBBS   | 12995       | Cable, Tunnel Equalizing short                              | 2   | \$ 500.00    |
| VI     | F-FLOOR  | PBBS   | 12996       | Cable, Tunnel Equalizing Long                               | 2   | \$ 700.00    |
| VI     | F-FLOOR  | PBBS   | 15511       | CABLE, 4170701 CA18AWG 30C SEOW-A-600V                      | 50  | \$ 650.00    |
| VI     | F-FLOOR  | PBBS   | 16212       | HEATSINK ASSY WAKEFIELD, N0001-AS052827-000                 | 2   | \$ 1,945.00  |
| VI     | F-FLOOR  | PBBS   | 16271       | WIRE ROPE ACF 3/8 6 X 37 STRAND (EQUALIZING CABLE)          | 700 | \$ 70,273.00 |
| VI     | F-FLOOR  | PBBS   | 16294       | ROLLER UNIT TUNNEL C 3654258.4                              | 9   | \$ 5,355.00  |
| VI     | F-FLOOR  | PBBS   | 16295       | ROLLER UNIT WITH SCAPPER UPPER 3648870.4                    | 11  | \$ 8,162.00  |
| VI     | F-FLOOR  | PBBS   | 16297       | COMPLETE RLR UNIT ASSY B - TUNNEL LOAD 8007503.1.05         | 4   | \$ 1,520.00  |
| VI     | F-FLOOR  | PBBS   | 29528       | CABLE ASSY 16AWG 9C 32' PLUG                                | 1   | \$ 533.00    |
| VI     | F-FLOOR  | PBBS   | 29529       | CABLE ASSY 16AWG 9C 45' RCPT                                | 1   | \$ 770.00    |
| VI     | F-FLOOR  | PBBS   | 36715       | PBB WHEEL BEARING 13.46ID X 19.13O JBT 3671568              | 2   | \$ 4,574.00  |
| VI     | F-FLOOR  | PBBS   | 41035       | CABLE-COMMUNICATION 68 FT                                   | 2   | \$ 44.00     |
| VI     | F-FLOOR  | PBBS   | 61328       | MOULDING RUBBER EPDM WEATHER STRIP 25' CAB SPRT             | 1   | \$ 214.00    |
| VI     | F-FLOOR  | PBBS   | 83052       | LVL SEATS SAFETY YELLOW                                     | 4   | \$ 674.00    |
| VI     | F-FLOOR  | PBBS   | MXP-1998    | CA 12AWG 6C SEOW A 600V S (DRIVE MOTOR CABLE)               | 10  | \$ 48.00     |
| VI     | F-FLOOR  | PBBS   | MXP-3593    | ROLLER UNIT TUNNEL A LOWER FRONT 8007503.1                  | 10  | \$ 5,238.80  |
| VI     | F-FLOOR  | PBBS   | MXP-3594    | ROLLER UNIT TUNNEL B LOWER FRONT 8007275.1                  | 11  | \$ 5,624.85  |
| VI     | F-FLOOR  | PBBS   | MXP-3595    | ROLLER UNIT TUNNEL B LOWER REAR 1600617.4                   | 8   | \$ 8,257.60  |
| VI     | FM-CAB   | PBBS   | 15629       | CEMENT, VINYL CLEAR PTY105                                  | 16  | \$ 177.44    |
| VI     | FM-CAB   | PBBS   | MXP-2252    | Adhesive Contact PBB  | 1   | \$ 39.00     |
| VI     | G-1      | PBBS   | 10069       | RELAY OVERLOAD THERMAL PACKS 29-44A                         | 3   | \$ 45.00     |
| VI     | G-1      | PBBS   | 10926       | FRONT MOUNTED AUX CONTACT 1NO 1NC 140M-C-AFA11              | 16  | \$ 137.44    |
| VI     | G-1      | PBBS   | 11341       | CONTACTOR 32A-D LINE 120VAC 20HP                            | 6   | \$ 640.86    |
| VI     | G-1      | PBBS   | 12334       | TROLLEY ASSY STD (CABLE CARRIER)                            | 33  | \$ 4,689.96  |
| VI     | G-1      | PBBS   | 12356       | BRACKET ENCODER ANTI ROTG                                   | 9   | \$ 351.00    |
| VI     | G-1      | PBBS   | 12889       | CAPACITOR POLYPROP 120UFD X3 120V                           | 5   | \$ 1,945.00  |
| VI     | G-1      | PBBS   | 12909       | RELAY 24V   | 2   | \$ 400.00    |
| VI     | G-1      | PBBS   | 12911       | FRABA NEMA 4 PHOTO CELLS                                    | 2   | \$ 706.64    |
| VI     | G-1      | PBBS   | 12918       | REVERSE CONTACTOR   | 1   | \$ 640.00    |
| VI     | G-1      | PBBS   | 12927       | OVERLOAD RELAY LR2K0306                                     | 11  | \$ 1,980.00  |
| VI     | G-1      | PBBS   | 12968       | CONN ADAPTOR DB25 TO DB9                                    | 2   | \$ 130.00    |
| VI     | G-1      | PBBS   | 13067       | TERMINAL BLOCK RELAY 5A 24VDC                               | 10  | \$ 410.00    |
| VI     | G-1      | PBBS   | 13084       | TEMPATURE SENSOR  | 4   | \$ 162.00    |
| VI     | G-1      | PBBS   | 13108       | CKT CONTROL BD  | 1   | \$ 485.00    |
| VI     | G-1      | PBBS   | 13150       | BAR ROUND ND SST 1-1/4X1-5/16 3007162 JBT                   | 12  | \$ 385.08    |
| VI     | G-1      | PBBS   | 13153       | SW PROX SNSR SPCR PE WITH BRKT                              | 4   | \$ 1,064.00  |
| VI     | G-1      | PBBS   | 13177       | CNTOR AUX 1NO 10AMP IT                                      | 1   | \$ 20.50     |
| VI     | G-1      | PBBS   | 13200       | PHOENIX CONTACTOR VAL-MS BE                                 | 1   | \$ 26.00     |
| VI     | G-1      | PBBS   | 13206       | PHOENIX CONTACTOR T 5-HF-5 DC-ST RS485                      | 1   | \$ 149.50    |
| VI     | G-1      | PBBS   | 13214       | EMERGENCY STOP BUTTON                                       | 8   | \$ 587.92    |
| VI     | G-1      | PBBS   | 13235       | SNSR TEMP RTD 1K W/ 25' CA                                  | 1   | \$ 72.00     |
| VI     | G-1      | PBBS   | 13574       | 1 POLE, 30 AMP UL489 BREAKER                                | 2   | \$ 77.06     |
| VI     | G-1      | PBBS   | 13588       | SOLID STATE OVERLOAD RELAY 3.2-16A PANEL MOUNT              | 2   | \$ 145.88    |
| VI     | G-1      | PBBS   | 13589       | NEMA AC CONTACTOR SIZE 0                                    | 9   | \$ 1,778.85  |
| VI     | G-1      | PBBS   | 13590       | 2W, 10K OHM RESISTOR  | 23  | \$ 14.95     |
| VI     | G-1      | PBBS   | 13690       | RELAY CONTROL 120VAC 7N.O.1N.C                              | 6   | \$ 108.42    |
| VI     | G-1      | PBBS   | 13876       | PUSHBUTTON 30MM UNIV MOMENTARY NON-ILL OPER (SQ D 9001KR1U) | 1   | \$ 20.00     |
| VI     | G-1      | PBBS   | 14041       | THERMO 210 DEG F  | 1   | \$ 27.00     |
| VI     | G-1      | PBBS   | 14077       | MOV AC 480V   | 15  | \$ 46.50     |
| VI     | G-1      | PBBS   | 14641       | RELAY 700-HKX2A1-4 ALLEN BRADLEY                            | 30  | \$ 930.30    |
| VI     | G-1      | PBBS   | 14659       | MICROSWITCH HNY YZ RSX351                                   | 5   | \$ 226.10    |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description  | Qty | Total Value |
|--------|----------|--------|-------------|---|-----|-------------|
| VI     | G-1      | PBBS   | 14740       | LEM, MODULE HTA 300-S +/-15V  | 4   | \$ 279.52   |
| VI     | G-1      | PBBS   | 14827       | LIMIT SWITCH BODY 1NC + 1NO   | 7   | \$ 260.47   |
| VI     | G-1      | PBBS   | 14865       | SWITCH, EMERGENCY STOP, LENS  | 20  | \$ 252.40   |
| VI     | G-1      | PBBS   | 14938       | PHOTOELECTRIC PROXIMITY SENSOR  | 8   | \$ 1,160.64 |
| VI     | G-1      | PBBS   | 15174       | SENSOR, PROXIMITY, LM3, BANNER MULTI-BEAM                                   | 5   | \$ 165.40   |
| VI     | G-1      | PBBS   | 15498       | CARD SD, program memory card for the MAGELIS at gate 148C S/N 31958         | 1   | \$ 275.00   |
| VI     | G-1      | PBBS   | 15499       | BOX JCT MTG FT KIT  | 4   | \$ 524.00   |
| VI     | G-1      | PBBS   | 15584       | FAN, SPARTAN SL3279JH 200V 400HZ  | 3   | \$ 1,875.00 |
| VI     | G-1      | PBBS   | 15611       | PIN PIVOT SST   | 10  | \$ 1,400.00 |
| VI     | G-1      | PBBS   | 15711       | LAMPHLDR 22MM T-3 1/4 BAYONET 4503411                                       | 3   | \$ 114.00   |
| VI     | G-1      | PBBS   | 15816       | LIGHT MODULE, 24 VAC XB5 WITH BASE  | 4   | \$ 60.00    |
| VI     | G-1      | PBBS   | 15820       | BLUE PUSH BUTTON  | 5   | \$ 155.00   |
| VI     | G-1      | PBBS   | 15826       | LT MDL ASSY W/1 NC CNTOR ZB4 371577   | 5   | \$ 162.50   |
| VI     | G-1      | PBBS   | 15829       | OBS PB OPER FLUSH HEAD GRN ILLUMD 3647037                                   | 12  | \$ 78.00    |
| VI     | G-1      | PBBS   | 15830       | OPER PB MUSH HD RED ILLUM ZB4 3717575                                       | 10  | \$ 100.00   |
| VI     | G-1      | PBBS   | 15831       | LT PILOT MDL DIRECT SPLY ZB4 3717578  | 3   | \$ 60.00    |
| VI     | G-1      | PBBS   | 15919       | PLC RELAY BASE 5A 250VAC MINI 8-BLADE                                       | 18  | \$ 124.74   |
| VI     | G-1      | PBBS   | 16181       | CLIP WIRE ROPE 3/8 3689204  | 48  | \$ 207.36   |
| VI     | G-1      | PBBS   | 16701       | OPER PB MUSHROOM EMER3719127  | 15  | \$ 3,083.55 |
| VI     | G-1      | PBBS   | 21524       | SWITCHBLOCK, CONTACT 1NO/1NC  | 3   | \$ 42.00    |
| VI     | G-1      | PBBS   | 21538       | CONTACTOR, REVERSING, 2.2KW TK  | 2   | \$ 104.00   |
| VI     | G-1      | PBBS   | 21541       | CONTACTOR, 2.2KW, 3S+310E TK  | 2   | \$ 40.00    |
| VI     | G-1      | PBBS   | 21542       | CONTACTOR REVERSING 4-POLE  | 2   | \$ 52.00    |
| VI     | G-1      | PBBS   | 21556       | SWITCH, LIMITSWITCH, HEAD   | 1   | \$ 15.00    |
| VI     | G-1      | PBBS   | 21646       | RELAY3/NO-1/NC 120VAC COIL  | 4   | \$ 42.00    |
| VI     | G-1      | PBBS   | 21651       | INDLTBASENO BULB 22MM   | 5   | \$ 55.00    |
| VI     | G-1      | PBBS   | 21653       | PUSHBUTTON OPER.FLUSH BLK W/ARROW   | 3   | \$ 18.00    |
| VI     | G-1      | PBBS   | 21654       | SW. SEL 2 POS MAINT. BLK. 22MM  | 1   | \$ 4.00     |
| VI     | G-1      | PBBS   | 22384       | SENSOR PLB FLOOR LEVEL  | 1   | \$ 136.50   |
| VI     | G-1      | PBBS   | 23012       | ANTI SLIP TAPE YELLOW S-23012 3IN X 60FT BALCONY THRESHOLD                  | 60  | \$ 73.20    |
| VI     | G-1      | PBBS   | 23739       | RESISTOR 1K OHM 3W  | 24  | \$ 94.56    |
| VI     | G-1      | PBBS   | 24177       | MAGELIS FLASH CARD 2GB CX1900-0026  | 7   | \$ 392.00   |
| VI     | G-1      | PBBS   | 25902       | TROLLEY FOR STRUT CHANNEL ZINC-PLATED STEEL, 600# 2590203                   | 20  | \$ 1,700.00 |
| VI     | G-1      | PBBS   | 33022       | 1" x 2.500" OD Low Carbon Zinc Finish Steel USS General Purpose Flat Washer | 19  | \$ 14.63    |
| VI     | G-1      | PBBS   | 34731       | 1"-8 x 5" Grade 5 Zinc Finish Hex Cap Screw                                 | 31  | \$ 182.28   |
| VI     | G-1      | PBBS   | 36090       | CHAIN, SAFETY YELLOW FOR PBB CAB  | 85  | \$ 255.00   |
| VI     | G-1      | PBBS   | 36120       | 1-8 Fin Hex Nut Z   | 30  | \$ 38.70    |
| VI     | G-1      | PBBS   | 36135       | XFMR ASSY 120V PRI  | 3   | \$ 1,375.20 |
| VI     | G-1      | PBBS   | 36335       | Reflective Tape 2-1/4X50YD  | 115 | \$ 909.65   |
| VI     | G-1      | PBBS   | 36369       | RFLECTIVE TAPE YELLOW   | 100 | \$ 946.00   |
| VI     | G-1      | PBBS   | 36501       | LED BOARD T2/3 YELLOW/RED   | 4   | \$ 828.00   |
| VI     | G-1      | PBBS   | 36730       | CPLG SLV 1/4JDX1/2ODX3/4 STL  | 17  | \$ 196.18   |
| VI     | G-1      | PBBS   | 37196       | NPL HNAV EMER STOP TWTD IDEC  | 91  | \$ 455.00   |
| VI     | G-1      | PBBS   | 41093       | POT V CONT  | 1   | \$ 129.00   |
| VI     | G-1      | PBBS   | 41123       | PUSHBUTTON ILLUM, 40MM MUSHROOM, 2POS SQ-DZB4BW643                          | 19  | \$ 475.00   |
| VI     | G-1      | PBBS   | 50003       | RELAY, BK MOT, VERT DR BEX-A-6  | 4   | \$ 1,244.00 |
| VI     | G-1      | PBBS   | 50624       | NUT 1-1/7-7 HEX A563  | 15  | \$ 78.90    |
| VI     | G-1      | PBBS   | 51507       | WSHR FLAT 5/16 NARROW   | 20  | \$ 6.80     |
| VI     | G-1      | PBBS   | 53325       | PIN CLEVIS 1/4X1 5/8 FLH  | 20  | \$ 16.60    |
| VI     | G-1      | PBBS   | 60107       | SICK 10M 4-PIN CONNECTOR DOL-0804-W10M                                      | 7   | \$ 117.95   |
| VI     | G-1      | PBBS   | 60276       | SWITCH 3POS NON-ILL WHT KNOB SPG RETURN                                     | 5   | \$ 118.80   |
| VI     | G-1      | PBBS   | 60339       | M16 X 60, SOC HD GR. 12.9 (TK)  | 23  | \$ 552.00   |
| VI     | G-1      | PBBS   | 60406       | CONTROL RELAY, 3/NO-1/NC,120VAC COIL  | 6   | \$ 218.04   |
| VI     | G-1      | PBBS   | 60508       | SWITCH-AUX CONTACT 1 N.O. FRONT MOUNT                                       | 5   | \$ 55.50    |
| VI     | G-1      | PBBS   | 61302       | MOTOR STARTER CAPACITOR 6FLU4 DAYTON  | 26  | \$ 283.40   |
| VI     | G-1      | PBBS   | 80285       | KIT CAB SAFETY CHAIN 4'4 1/2  | 3   | \$ 651.00   |
| VI     | G-1      | PBBS   | MXP-1504    | Distance Measurement Sensor (JBT)   | 2   | \$ 2,094.00 |
| VI     | G-1      | PBBS   | MXP-2054    | CAPACITOR POLYPROPYLENE 1UF 1200V   | 6   | \$ 330.00   |
| VI     | G-1      | PBBS   | MXP-3305    | WHEEL POSITION ENCODER BRACKET  | 2   | \$ 42.00    |
| VI     | G-1      | PBBS   | MXP-3306    | HEIGHT INDICATOR CABLE BRACKET ENCODER                                      | 6   | \$ 840.00   |
| VI     | G-1      | PBBS   | MXP-3307    | ROTUNDA ENCODER BRACKET   | 3   | \$ 120.00   |
| VI     | G-1      | PBBS   | MXP-3308    | ROTUNDA ENCODER CABLE   | 3   | \$ 591.51   |
| VI     | G-1      | PBBS   | MXP-3309    | CAB ROTUNDA ENCODER CABLE   | 2   | \$ 120.00   |
| VI     | G-1      | PBBS   | MXP-3372    | BRKT MTG HGT IND GRAY   | 2   | \$ 90.00    |

## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description  | Qty  | Total Value  |
|--------|----------|--------|-------------|---|------|--------------|
| VI     | G-1      | PBBS   | MXP-3950    | CONTACT BLOCK E STOP ZENL 1121                              | 1    | \$ 15.37     |
| VI     | G-2      | PBBS   | 13083       | CKT BRKR IEC 10A 3P 480V D                                  | 1    | \$ 72.00     |
| VI     | G-2      | PBBS   | 13157       | CONTACTOR AUX 1NO 1NC .1AMP                                 | 1    | \$ 25.00     |
| VI     | G-2      | PBBS   | 13161       | CKT BRKR IEC 10A 3P 480V D                                  | 1    | \$ 39.50     |
| VI     | G-2      | PBBS   | 13166       | CKT BRKR IEC 32A 3P 480V D                                  | 1    | \$ 39.50     |
| VI     | G-2      | PBBS   | 13169       | OPEN PUSH/PULL 24V  | 1    | \$ 81.00     |
| VI     | G-2      | PBBS   | 13171       | CNTOR IT 6AMP IND/12AMP RES                                 | 4    | \$ 700.00    |
| VI     | G-2      | PBBS   | 13196       | POWER SUPPLY  | 1    | \$ 756.00    |
| VI     | G-2      | PBBS   | 13253       | CIRCUIT BREAKER FAZ-D25/3 EATON                             | 3    | \$ 118.50    |
| VI     | G-2      | PBBS   | 13339       | BLOCK CONTACTOR 1N/O 10AMP                                  | 22   | \$ 23.10     |
| VI     | G-2      | PBBS   | 13880       | PUSHBUTTON OPER PB TWO BTN 120V W/INDICATOR LIGHT           | 5    | \$ 705.00    |
| VI     | G-2      | PBBS   | 13929       | CONTACTOR AUX 2NO SIDE MOUNT                                | 2    | \$ 54.00     |
| VI     | G-2      | PBBS   | 14948       | BRACKET PROX SENSOR WITH HARDWARE 2960574.03                | 2    | \$ 118.00    |
| VI     | G-2      | PBBS   | 15773       | CONTACTOR, CUTLER HAMMER E111A06X3N                         | 3    | \$ 717.00    |
| VI     | G-2      | PBBS   | 20529       | EATON PWC LIMIT SWITCH E50AW2                               | 4    | \$ 1,118.72  |
| VI     | G-2      | PBBS   | 21638       | SWITCH LIMIT HEAD CW-CCW, 5DEG.-40C TK                      | 2    | \$ 65.00     |
| VI     | G-2      | PBBS   | 21639       | SWITCH LIMIT BODY   | 2    | \$ 78.00     |
| VI     | G-2      | PBBS   | 22625       | OUTPUT MODULE 16POINT AC/DC RELAY                           | 3    | \$ 731.82    |
| VI     | G-2      | PBBS   | 29574       | PKL SNSR PROX SPCR INSTL                                    | 8    | \$ 5,824.00  |
| VI     | G-2      | PBBS   | 32041       | CUTLER-HAMMER AUXILIARY CONTACT C320KGS4                    | 8    | \$ 236.00    |
| VI     | G-2      | PBBS   | 36382       | SW LIMIT PLUNGER 90DEG SPDT                                 | 2    | \$ 190.00    |
| VI     | G-2      | PBBS   | 36502       | PIS-TR-5842 RELAY AUTO TIMER                                | 1    | \$ 872.50    |
| VI     | G-2      | PBBS   | 37366       | PBB POT SENSOR ROTATING 4-20MA 1 TURN IP67                  | 2    | \$ 2,074.00  |
| VI     | G-2      | PBBS   | 61299       | EATON INTERLOCK LIMIT SWITCH 10316H1028                     | 12   | \$ 1,330.68  |
| VI     | G-2      | PBBS   | 61300       | SWITCH SELECTOR 3 POS W/D10 KEY, EATON                      | 2    | \$ 228.00    |
| VI     | G-2      | PBBS   | 91696       | CONTACTOR 3 POLE 350A 240V 400HZ AC                         | 6    | \$ 4,466.04  |
| VI     | G-2      | PBBS   | 91725       | WIRE YHHN-12-RED-19STR                                      | 349  | \$ 41.88     |
| VI     | G-2      | PBBS   | 95003       | Miniature Circuit Breaker, S203 K16, 16A, ABB               | 2    | \$ 112.38    |
| VI     | G-2      | PBBS   | MXP-1507    | Solid State Relay 24VDC 600V 2                              | 3    | \$ 264.00    |
| VI     | G-2      | PBBS   | MXP-1550    | OPERATOR KEY 3 POS. MAINT                                   | 1    | \$ 146.00    |
| VI     | G-2      | PBBS   | MXP-1627    | TRANSFORMER 50VA  | 1    | \$ 108.12    |
| VI     | G-2      | PBBS   | MXP-3311    | KIT WHEEL POSITION ENCODER                                  | 2    | \$ 3,096.00  |
| VI     | G-2      | PBBS   | MXP-3727    | BLACK PUSH BUTTON   | 21   | \$ 81.27     |
| VI     | G-3      | PBBS   | 13074       | POWER SUPPLY 400-500VAC/24VDC 10A                           | 4    | \$ 1,661.24  |
| VI     | G-3      | PBBS   | 13146       | SNSR POSN ROT 4-20MA 10 TURN                                | 1    | \$ 1,088.50  |
| VI     | G-3      | PBBS   | 13331       | CONTACTOR CE15FN3A3B EATON                                  | 7    | \$ 3,046.96  |
| VI     | G-3      | PBBS   | 13928       | TRANSFORMER 9070T50D19 SQUARE D                             | 13   | \$ 2,833.22  |
| VI     | G-3      | PBBS   | 15358       | POWER SUPPLY 24VDC 10A 1PH 240W PR FACTOR CORRECT - 6020875 | 1    | \$ 337.92    |
| VI     | G-3      | PBBS   | 19731       | JTP IGBT PLUS BIPOLAR TRANSISTOR REPLACEMENT KIT            | 2    | \$ 2,585.38  |
| VI     | G-3      | PBBS   | 1VNN5       | Replacement Lens, F/4 ft. DMW Series                        | 4    | \$ 301.68    |
| VI     | G-3      | PBBS   | 29508       | FXTR FLUOR 4'0X8 120/230V 2 TB                              | 2    | \$ 1,665.00  |
| VI     | G-3      | PBBS   | 36302       | Threshold Aluminum 7X1/2X3'0                                | 2    | \$ 112.00    |
| VI     | G-3      | PBBS   | 36881       | PBB 16" EXTERIOR MIRROR TBIT                                | 5    | \$ 1,105.00  |
| VI     | G-3      | PBBS   | 37181       | ALUMINUM GRILL 1'6X1'6                                      | 3    | \$ 300.00    |
| VI     | G-3      | PBBS   | MXP-1409    | GHC Breaker 2 pole; 20 Amps, 277/480 VAC Eaton GHC2020      | 8    | \$ 3,062.56  |
| VI     | G-4      | PBBS   | 13170       | C-FRAME 40A CONTACTOR W/ 24VDC COIL CONTROLLER              | 1    | \$ 375.00    |
| VI     | G-4      | PBBS   | 13241       | CKT BRKR 400A 600V 3P ADJ                                   | 1    | \$ 2,842.00  |
| VI     | G-4      | PBBS   | 13332       | STARTER CONTACTOR REVERSING 3P F 60HZAE56FNY2A3C            | 1    | \$ 642.00    |
| VI     | G-4      | PBBS   | 41234       | CONTACTOR-1 CON   | 1    | \$ 158.78    |
| VI     | G-4      | PBBS   | MXP-3368    | CONTACTOR 3P FNVR 40A FRAME                                 | 2    | \$ 549.38    |
| VI     | G-4      | PBBS   | MXP-3576    | EATON KIT CONTACTOR 3P FVR 12A FRAME B 2NO1NC 24VDC COIL    | 1    | \$ 328.00    |
| VI     | G-FLOOR  | PBBS   | 12357       | BRKT ADJ SHV STD  | 3    | \$ 1,074.00  |
| VI     | G-FLOOR  | PBBS   | 13245       | STABILIZER JACK 20.5 STROKEA380 PBB JBT                     | 2    | \$ 33,382.00 |
| VI     | G-FLOOR  | PBBS   | 13360       | EYE BOLT SHOULDER 1/2-13 X 4-1/2                            | 7    | \$ 271.46    |
| VI     | G-FLOOR  | PBBS   | 15073       | STRAP BAND, .75X8 DIA NOM                                   | 4    | \$ 120.88    |
| VI     | G-FLOOR  | PBBS   | 16284       | ROLLER UNIT TUNNEL A FRONT SIDE 1600622.3                   | 8    | \$ 3,672.00  |
| VI     | G-FLOOR  | PBBS   | 39834       | LUG JACKNG FR TOW BAR YEL                                   | 4    | \$ 392.00    |
| VI     | G-FLOOR  | PBBS   | 40649       | PBB GUTTERS BLACK & YELLOW TAPE JBT 364049                  | 1259 | \$ 3,134.91  |
| VI     | G-FLOOR  | PBBS   | 40960       | VIEWLITE, 1/4 WIRE GLASS, 3/4 X 13-3/4                      | 7    | \$ 154.00    |
| VI     | G-FLOOR  | PBBS   | 50621       | SCR CAP 1-1/8-7X3 1/2 HEX GR5                               | 17   | \$ 294.00    |
| VI     | G-FLOOR  | PBBS   | 93002       | ROLLER UNIT TUNNEL B FRONT SIDE 1600623.3                   | 8    | \$ 3,352.00  |
| VI     | G-FLOOR  | PBBS   | MXP-2049    | WIRE ROPE SLEEVE 3/16"                                      | 750  | \$ 870.00    |
| VI     | GH-WALL  | PBBS   | 14201       | GUARD CHAIN PNT1420105                                      | 1    | \$ 1,005.04  |
| VI     | GH-WALL  | PBBS   | 21545       | ROTUNDA FRAME, ROTUNDA SEALS AND COVERS OLD TK              | 1    | \$ 280.00    |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description   | Qty | Total Value  |
|--------|----------|--------|-------------|--|-----|--------------|
| VI     | GH-WALL  | PBBS   | 36641       | WDO WGL 1/4X2'0 7/16X2'8 7/16  | 3   | \$ 351.00    |
| VI     | H-1      | PBBS   | 11872       | DULL PLASTIC RECTANGULAR GRIP PULL HANDLE W/ UNTHREADED THROUGH HOLE 11/16 | 12  | \$ 170.88    |
| VI     | H-1      | PBBS   | 12824       | CIRCUIT BOARD AUTO LEVEL ASSY  | 5   | \$ 690.00    |
| VI     | H-1      | PBBS   | 12857       | CIRCUIT BOARD24 PHASE  | 2   | \$ 1,080.00  |
| VI     | H-1      | PBBS   | 12858       | CIRCUIT BOARD POWER SUPPLY   | 3   | \$ 1,329.00  |
| VI     | H-1      | PBBS   | 12860       | CKT BOARD SCRECT INTFC   | 3   | \$ 1,632.00  |
| VI     | H-1      | PBBS   | 12863       | CKT BOARD RES/CAPA DISCH   | 1   | \$ 247.00    |
| VI     | H-1      | PBBS   | 12864       | IGBT DRIVE BOARD   | 5   | \$ 1,700.00  |
| VI     | H-1      | PBBS   | 12866       | CIRCUIT BOARD BITE BOARD   | 2   | \$ 846.00    |
| VI     | H-1      | PBBS   | 12869       | CKT BOARD LOGIC 4  | 4   | \$ 1,156.00  |
| VI     | H-1      | PBBS   | 12872       | CKT BOARD POT SENSOR WHEEL BOOGIE  | 4   | \$ 680.68    |
| VI     | H-1      | PBBS   | 12873       | CKT BOARD A/C PROPORTIONAL CNT 3   | 2   | \$ 1,126.00  |
| VI     | H-1      | PBBS   | 12876       | CKT BOARD RES/CAPA JTP2  | 1   | \$ 86.00     |
| VI     | H-1      | PBBS   | 12879       | CKT BOARD POWER SUPPLY DC 2912033.02                                       | 4   | \$ 4,220.80  |
| VI     | H-1      | PBBS   | 12906       | LOGIC BOARDS   | 1   | \$ 1,400.00  |
| VI     | H-1      | PBBS   | 13088       | CKT BD KEYPAD PWM2 BMS   | 1   | \$ 358.00    |
| VI     | H-1      | PBBS   | 13089       | CKT BD BUS DISCH PWM 2   | 1   | \$ 264.00    |
| VI     | H-1      | PBBS   | 13091       | LV MON BOARD PWM2  | 5   | \$ 415.00    |
| VI     | H-1      | PBBS   | 13094       | CKT BD PWM NBPT JTP3   | 1   | \$ 1,548.00  |
| VI     | H-1      | PBBS   | 13095       | GPU CKT DIAGNOSTIC NEUTRAL HOUSTON   | 4   | \$ 3,860.00  |
| VI     | H-1      | PBBS   | 13096       | CKT BD IV SENSE JTP3   | 1   | \$ 620.00    |
| VI     | H-1      | PBBS   | 13097       | CKT BD IGBT SEMIKRON JTP3  | 2   | \$ 1,660.00  |
| VI     | H-1      | PBBS   | 13098       | CKT BD SCR INTERFACE JTP3  | 1   | \$ 1,322.00  |
| VI     | H-1      | PBBS   | 13099       | CKT BD MOTHER JTP3   | 2   | \$ 1,174.00  |
| VI     | H-1      | PBBS   | 13105       | CKT BD SUPPLY PWM2   | 1   | \$ 326.00    |
| VI     | H-1      | PBBS   | 13187       | LED BOARD T2 YELLOW  | 3   | \$ 1,112.52  |
| VI     | H-1      | PBBS   | 13188       | LED BOARD T2/3 YELLOW/RED  | 1   | \$ 431.25    |
| VI     | H-1      | PBBS   | 13189       | STEPPER MOTOR DRIVER   | 2   | \$ 1,027.00  |
| VI     | H-1      | PBBS   | 13217       | CARRIER BOARD WITH CPU   | 1   | \$ 2,926.00  |
| VI     | H-1      | PBBS   | 13218       | DOCKING BOARD  | 1   | \$ 354.00    |
| VI     | H-1      | PBBS   | 13230       | TRANSFORMER CONTROL 1 PHASE  | 1   | \$ 333.00    |
| VI     | H-1      | PBBS   | 13239       | CKT BD COMM/NEUT MONITOR   | 1   | \$ 619.00    |
| VI     | H-1      | PBBS   | 13240       | CKT BD CONTACTOR 2   | 5   | \$ 3,005.85  |
| VI     | H-1      | PBBS   | 14454       | CIRCUIT BOARD  | 1   | \$ 571.00    |
| VI     | H-1      | PBBS   | 14755       | BLUE LED DISPLAY BOARD, 4X20   | 2   | \$ 46.68     |
| VI     | H-1      | PBBS   | 14756       | IEPOWER CIRCUIT BOARD  | 3   | \$ 1,049.58  |
| VI     | H-1      | PBBS   | 15536       | LATCH KIT EXT DOOR DISC PNL SP   | 2   | \$ 644.00    |
| VI     | H-1      | PBBS   | 15590       | PWC DOOR LATCH ASSEMBLY  | 5   | \$ 585.00    |
| VI     | H-1      | PBBS   | 15610       | HINGE 4 1/2 MORTISED FULL SST  | 15  | \$ 315.90    |
| VI     | H-1      | PBBS   | 19191       | CIRCUIT BOARD V/CONT V3-1 120V   | 3   | \$ 1,629.00  |
| VI     | H-1      | PBBS   | 20189       | GPU SADDLE ASSEMBLY  | 29  | \$ 2,001.00  |
| VI     | H-1      | PBBS   | 20197       | GPU 400HZ NOSE HEAD CONNECTOR  | 48  | \$ 13,824.00 |
| VI     | H-1      | PBBS   | 21141       | Weldment Sling   | 2   | \$ 328.00    |
| VI     | H-1      | PBBS   | 21374       | Timer Socket L580-213-3274   | 7   | \$ 25.97     |
| VI     | H-1      | PBBS   | 29014       | CKT BD MASTER RLY CONT   | 3   | \$ 786.00    |
| VI     | H-1      | PBBS   | 31286       | GPU CABLE 4" CARABINER HOOK  | 70  | \$ 203.70    |
| VI     | H-1      | PBBS   | 36792       | HOOK S .272X2 3/4 (FOR PBB CAB SAFETY CHAIN)                               | 19  | \$ 30.97     |
| VI     | H-1      | PBBS   | 36901       | LATCH LVR ADJ KEYED .75/1.25   | 11  | \$ 817.63    |
| VI     | H-1      | PBBS   | 39216       | SNAP SWIVEL 1 HVY EYE  | 1   | \$ 2.73      |
| VI     | H-1      | PBBS   | 40956       | PBB DOORSTOP DOOR MOUNT  | 21  | \$ 100.59    |
| VI     | H-1      | PBBS   | 41090       | CIRCUIT BOARD BCU 2  | 6   | \$ 3,780.00  |
| VI     | H-1      | PBBS   | 41171       | SYNC BD  | 2   | \$ 1,360.00  |
| VI     | H-1      | PBBS   | 61314       | POTENTIOMETER 5K 10 TURN CKT BOARD UNIV POT                                | 5   | \$ 660.00    |
| VI     | H-1      | PBBS   | MXP-1457    | HINGE 4 1/2 X 4 1/2 RAISED BBL 3681043FOR PBB CAB DOOORS                   | 5   | \$ 210.00    |
| VI     | H-1      | PBBS   | MXP-1583    | ALUMINUM HANDLE  | 32  | \$ 684.48    |
| VI     | H-1      | PBBS   | MXP-1647    | DOOR LATCH FOR PBB SALOON  | 11  | \$ 317.46    |
| VI     | H-1      | PBBS   | MXP-1814    | HOOK-STYLE DOOR HOLDER   | 14  | \$ 485.38    |
| VI     | H-1      | PBBS   | MXP-2032    | DISPLAY CONTROLLER-421963162   | 1   | \$ 1,782.98  |
| VI     | H-1      | PBBS   | MXP-2253    | GPU CABLE PLUG DUST COVER TBIT   | 5   | \$ 706.85    |
| VI     | H-1      | PBBS   | MXP-2254    | GPU CABLE STRAIN RELIEF STRAP MSC  | 20  | \$ 3,260.00  |
| VI     | H-1      | PBBS   | MXP-3623    | GPU DIAGNOSTIC BOARD 2913013.05  | 2   | \$ 2,664.00  |
| VI     | H-1      | PBBS   | MXP-4779    | REMOTE GPU 42V VOLTAGE MONITORING  | 2   | \$ 5,308.54  |
| VI     | H-2      | PBBS   | 13035       | KABA CIPHER DOOR LOCK PUSH BUTTON EE101/EE1011-26D-41                      | 4   | \$ 1,998.76  |
| VI     | H-2      | PBBS   | 13042       | CIPHER DOOR LOCK (Double Side Digital Lock)                                | 4   | \$ 5,044.28  |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description                                   | Qty | Total Value  |
|--------|----------|--------|-------------|--|-----|--------------|
| VI     | H-2      | PBBS   | 13069       | PLC CARD KL3064 BECKHOFF                           | 14  | \$ 4,691.82  |
| VI     | H-2      | PBBS   | 13082       | PLC CARD KL4004 BECKHOFF                           | 40  | \$ 14,120.00 |
| VI     | H-2      | PBBS   | 13109       | RLY SPDT 5A 24VDC TERM BLOCK                       | 8   | \$ 503.28    |
| VI     | H-2      | PBBS   | 13132       | PLC CARD KL1408 BECKHOFF                           | 11  | \$ 1,148.95  |
| VI     | H-2      | PBBS   | 13133       | PLC CARD KL2408 BECKHOFF                           | 8   | \$ 687.36    |
| VI     | H-2      | PBBS   | 13134       | PLC CARD KL9190 BECKHOFF                           | 13  | \$ 319.02    |
| VI     | H-2      | PBBS   | 13135       | PLC CARD KL2722 BECKHOFF                           | 10  | \$ 574.90    |
| VI     | H-2      | PBBS   | 13140       | PLC CARD KL2712 BECKHOFF                           | 10  | \$ 855.20    |
| VI     | H-2      | PBBS   | 13147       | BECKHOFF CONTACTOR KL2612                          | 5   | \$ 219.15    |
| VI     | H-2      | PBBS   | 13155       | PLC CARD KL3458 BECKHOFF                           | 28  | \$ 9,240.00  |
| VI     | H-2      | PBBS   | 13158       | PLC CARD KL4424 BECKHOFF                           | 11  | \$ 2,579.17  |
| VI     | H-2      | PBBS   | 14031       | CAPACITOR 5100uF 350V                              | 4   | \$ 392.00    |
| VI     | H-2      | PBBS   | 14360       | THIMBLE FOR 3/8 WIRE ROPE (EQUALIZING CABLE)       | 8   | \$ 16.56     |
| VI     | H-2      | PBBS   | 14457       | FAN AXIAL 115V CONNECTOR                           | 10  | \$ 22.70     |
| VI     | H-2      | PBBS   | 20183       | SWITCH ON/OFF PUSHBUTTON MODULE JB232              | 21  | \$ 3,528.00  |
| VI     | H-2      | PBBS   | 50522       | GPU CABLE HOUSING ALUMINUM PANEL 12X12             | 2   | \$ 14.42     |
| VI     | H-2      | PBBS   | 60427       | CONN CABLE 1.00-1.25 x 1 1/4 MESH                  | 2   | \$ 168.00    |
| VI     | H-2      | PBBS   | MXP-1454    | ON/OFF SWITCHBLANK                                 | 7   | \$ 2,786.00  |
| VI     | H-2      | PBBS   | MXP-1483    | PLC CARD KL9010 BECKHOFF                           | 18  | \$ 327.06    |
| VI     | H-2      | PBBS   | MXP-1588    | STRAP GROUNDING WIRE 6" JTP2                       | 9   | \$ 288.00    |
| VI     | H-2      | PBBS   | MXP-2003    | GPU POWER SUPPLY-24VDC 0.3A 50/60HZ (ABL8MEM24003) | 3   | \$ 288.00    |
| VI     | H-2      | PBBS   | MXP-2086    | MOTION (UP/DOWN) PUSHBUTTON                        | 4   | \$ 672.80    |
| VI     | H-2      | PBBS   | MXP-2579    | MOTION (ON/OFF) PUSHBUTTON                         | 16  | \$ 2,640.00  |
| VI     | H-2      | PBBS   | MXP-3402    | ANALOG INPUT KL3204                                | 4   | \$ 1,251.20  |
| VI     | H-3      | PBBS   | 12941       | GPU AXIAL COOLING FAN 24VDC                        | 21  | \$ 967.26    |
| VI     | H-3      | PBBS   | 13090       | CKT BD CURRENT MON                                 | 1   | \$ 268.00    |
| VI     | H-3      | PBBS   | 13915       | WHEEL POSITION INDICATOR                           | 1   | \$ 2,791.00  |
| VI     | H-3      | PBBS   | 14708       | PLC MODULE CPU CX5010-1111 BECKHOFF                | 1   | \$ 2,097.00  |
| VI     | H-3      | PBBS   | 36224       | Door Closure W/ Parallel Arm                       | 1   | \$ 619.00    |
| VI     | H-3      | PBBS   | 41091       | CIRCUIT BOARD POTABLE WATER CABINET                | 2   | \$ 1,648.00  |
| VI     | H-3      | PBBS   | 41368       | AC AXIAL FAN 4WT49                                 | 14  | \$ 427.84    |
| VI     | H-3      | PBBS   | 50101       | PLC MODULE CPU CX5010-0111 TBIT                    | 1   | \$ 2,097.00  |
| VI     | H-3      | PBBS   | MXP-3375    | EMBEDDED PC WITH ETHERNET CX 8090                  | 1   | \$ 1,371.00  |
| VI     | H-3      | PBBS   | MXP-3551    | GPU SURGE SUPPRESSOR 480V 40K AMP                  | 5   | \$ 1,935.00  |
| VI     | H-4      | PBBS   | 14727       | DOOR CLOSURE ASSEMBLY                              | 5   | \$ 1,633.25  |
| VI     | H-4      | PBBS   | 16175       | BRACKET CA END ASSY 8019303                        | 2   | \$ 348.00    |
| VI     | H-4      | PBBS   | 40737       | PBB CAB DOORPULL PLATE WITH HANDLE                 | 6   | \$ 282.00    |
| VI     | H-4      | PBBS   | 41087       | DOOR CLOSURE W/ REGULAR ARM DOR-O-MATIC            | 5   | \$ 1,400.00  |
| VI     | H-4      | PBBS   | MXP-1449    | Bell Mechanism PBB                                 | 9   | \$ 1,552.68  |
| VI     | H-4      | PBBS   | MXP-1699    | ALUMINIUM COVER 418                                | 1   | \$ 60.00     |
| VI     | H-FLOOR  | PBBS   | 13027       | ROLL UP DOOR BARREL ASSEMBLY 322331                | 2   | \$ 2,500.00  |
| VI     | H-FLOOR  | PBBS   | 15146       | GEARMOTOR, CAB 1/3 HP 3705165                      | 2   | \$ 3,870.00  |
| VI     | H-FLOOR  | PBBS   | 15521       | GPU 75FT SINGLE JACKET CABLE                       | 1   | \$ 4,007.50  |
| VI     | H-FLOOR  | PBBS   | MXP-1479    | 125 FT Single Jacketed 400HZ Power Cable (BGSE)    | 1   | \$ 5,480.00  |
| VI     | H-FLOOR  | PBBS   | MXP-2112    | TK MECH BRAKE GEAR MOTOR STD UNIT MSC              | 2   | \$ 3,146.62  |
| VI     | H-FLOOR  | PBBS   | MXP-4208    | GPU 2HP GEAR MOTOR                                 | 2   | \$ 3,720.00  |
| VI     | I-1      | PBBS   | 10292       | PWC 2 POINT DOOR LOCK                              | 1   | \$ 75.85     |
| VI     | I-1      | PBBS   | 13001       | LAMP 28V.08A MINI BULB (757)                       | 50  | \$ 74.00     |
| VI     | I-1      | PBBS   | 13048       | PWC NOZZLE ASSEMBLY                                | 4   | \$ 2,488.00  |
| VI     | I-1      | PBBS   | 13373       | BSHG BRZ 1/2IDX3/4ODX1 1/4                         | 21  | \$ 57.33     |
| VI     | I-1      | PBBS   | 13585       | CHAIN DOUBLE STRAND 80-2 OFFET LINK                | 6   | \$ 30.60     |
| VI     | I-1      | PBBS   | 13806       | VALVE STAINLESS BALL 3/4                           | 4   | \$ 366.28    |
| VI     | I-1      | PBBS   | 14332       | 1" RPZ BACKFLOW PREVENTER                          | 3   | \$ 2,526.72  |
| VI     | I-1      | PBBS   | 14985       | SCREW SHOLDER 1/2X2X3/8-16 5010468                 | 69  | \$ 241.50    |
| VI     | I-1      | PBBS   | 15072       | PWC A380 1 1/2 SWIVEL JOINT                        | 5   | \$ 4,383.60  |
| VI     | I-1      | PBBS   | 15107       | PWC CYCLE TIMER Semler Industries                  | 21  | \$ 2,057.37  |
| VI     | I-1      | PBBS   | 15327       | SCR CAP 5/8-11X1-3/4 GR5                           | 20  | \$ 31.00     |
| VI     | I-1      | PBBS   | 15509       | 62008 - HOSE CLAMP 3/8" - 7/8" - #6 FOR ENCODERS   | 6   | \$ 156.00    |
| VI     | I-1      | PBBS   | 15594       | PWC 66-42 CHAIN 35                                 | 6   | \$ 149.52    |
| VI     | I-1      | PBBS   | 15764       | RING SEALING 2 4060393                             | 9   | \$ 108.00    |
| VI     | I-1      | PBBS   | 15887       | PWC HOSE REEL HAND CRANK                           | 2   | \$ 69.56     |
| VI     | I-1      | PBBS   | 16285       | BAR SQUARE 1/2 X 3 1425100-19                      | 2   | \$ 274.00    |
| VI     | I-1      | PBBS   | 19496       | CUSTOM LAMINATED LABEL "AIRCRAFT USE ONLY!"        | 19  | \$ 150.29    |
| VI     | I-1      | PBBS   | 19930       | PWC NOZZLE COUPLING WITH DUST PLUG                 | 32  | \$ 10,894.40 |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description   | Qty | Total Value |
|--------|----------|--------|-------------|--|-----|-------------|
| VI     | I-1      | PBBS   | 20019       | Danger "Crush" Lable                                     | 9   | \$ 68.40    |
| VI     | I-1      | PBBS   | 20429       | SIIF Instruction Lable                                   | 9   | \$ 81.00    |
| VI     | I-1      | PBBS   | 21433       | PWC DISCONNECT FUSED SAFETY SWITCH EATON                 | 1   | \$ 2,539.68 |
| VI     | I-1      | PBBS   | 25809       | PWC PORTABLE WATER CABINET SIGN SET                      | 8   | \$ 281.92   |
| VI     | I-1      | PBBS   | 29610       | PWC NOZZLE & COUPLING O RING                             | 29  | \$ 63.80    |
| VI     | I-1      | PBBS   | 32000       | PWC FILTER   | 112 | \$ 1,692.32 |
| VI     | I-1      | PBBS   | 41040       | PWC SWIVEL 90 DEGREE BRASS ELBOW                         | 3   | \$ 1,014.00 |
| VI     | I-1      | PBBS   | 50114       | SCR CAP 3/8-16X1 HEX SST                                 | 15  | \$ 10.95    |
| VI     | I-1      | PBBS   | 50146       | PWC 21/8X45 COPPER ELBOW                                 | 2   | \$ 34.02    |
| VI     | I-1      | PBBS   | 50147       | PWC 21/8 LR90 COPPER ELBOW                               | 4   | \$ 169.88   |
| VI     | I-1      | PBBS   | 50149       | 21/8 STAKED STOP COPPER COUPLING                         | 3   | \$ 27.66    |
| VI     | I-1      | PBBS   | 50154       | 15/8 SR 90 COPPER ELBOW                                  | 4   | \$ 40.24    |
| VI     | I-1      | PBBS   | 50156       | 21/8 SUCTION LINE P TRAP                                 | 1   | \$ 223.17   |
| VI     | I-1      | PBBS   | 50158       | 15/8 COPPER TEE  | 3   | \$ 62.34    |
| VI     | I-1      | PBBS   | 50159       | 15/8 X 13/8 OD BUSHING                                   | 2   | \$ 15.46    |
| VI     | I-1      | PBBS   | 50185       | NUT 5/16-18 HEX NYLOC GR5                                | 4   | \$ 0.20     |
| VI     | I-1      | PBBS   | 50625       | WSHR FLAT 1-1/8-Narrow                                   | 1   | \$ 1.86     |
| VI     | I-1      | PBBS   | 53015       | PWC DOOR LATCH ASSEMBLY                                  | 2   | \$ 436.00   |
| VI     | I-1      | PBBS   | 53228       | PIN COTTER 1/16 X 3/4                                    | 7   | \$ 0.70     |
| VI     | I-1      | PBBS   | 58020       | PWC REEL MOTOR SWITCH BUTTON                             | 7   | \$ 1,024.31 |
| VI     | I-1      | PBBS   | 60036       | NUT 3/8-16 HEX NYLOC                                     | 5   | \$ 0.70     |
| VI     | I-1      | PBBS   | 60444       | PWC FILTER O RING  | 68  | \$ 581.40   |
| VI     | I-1      | PBBS   | 61355       | SCR CAP 3/8-16 X 2 HEX GR5                               | 8   | \$ 4.56     |
| VI     | I-1      | PBBS   | 69672       | PWC 1/4 COMPRESSION SLEEVE                               | 246 | \$ 46.74    |
| VI     | I-1      | PBBS   | 90011       | PWC SS FLEX CONNECTOR                                    | 6   | \$ 354.90   |
| VI     | I-1      | PBBS   | 93005       | PWC 6" RUBBER BUMPER                                     | 32  | \$ 704.00   |
| VI     | I-1      | PBBS   | MXP-1422    | PWC STAINLESS STEEL DOOR LATCH ASSEMBLY                  | 26  | \$ 2,226.12 |
| VI     | I-1      | PBBS   | MXP-1428    | PIN COTTER 3/8 X 2 1/2 JBT 5300012                       | 100 | \$ 74.00    |
| VI     | I-1      | PBBS   | MXP-1615    | PWC BLUE GROOMET SPACER                                  | 92  | \$ 685.40   |
| VI     | I-1      | PBBS   | MXP-2062    | PWC STAINLESS STEEL PIPE NIPPLE 1-1/4X9                  | 7   | \$ 137.41   |
| VI     | I-1      | PBBS   | MXP-3179    | PWC 90 DEGREE ELBOW 3/8X1/4                              | 7   | \$ 43.75    |
| VI     | I-1      | PBBS   | MXP-3286    | SIGN "FLUSH HOSE FOR 2 MINUTES PRIOR TO EACH USE"        | 16  | \$ 63.20    |
| VI     | I-1      | PBBS   | PWC-BFP-LA  | BFP Warning Lable  | 10  | \$ 40.00    |
| VI     | I-1      | PBBS   | PWC-GFI-LA  | GFCI Warning lables                                      | 10  | \$ 40.00    |
| VI     | I-2      | PBBS   | 13047       | PWC 3/4 120V SOLENOID VALVE                              | 1   | \$ 582.47   |
| VI     | I-2      | PBBS   | 13055       | VALVE SOLENOID 2 WAY 1/2 ASSY                            | 5   | \$ 2,880.00 |
| VI     | I-2      | PBBS   | 15592       | PWC CENTERLOCK ASSEMBLY                                  | 5   | \$ 416.15   |
| VI     | I-2      | PBBS   | 21368       | PWC 1/2 HOSE CLAMP                                       | 56  | \$ 180.32   |
| VI     | I-2      | PBBS   | 21672       | DISPLAY MAGELIS 5.7 COLOR                                | 3   | \$ 4,647.00 |
| VI     | I-2      | PBBS   | 21935       | SS Flex Connector Hose Braide 1"S/S Union X MPT 24" Long | 5   | \$ 560.00   |
| VI     | I-2      | PBBS   | 31295       | Sign Holder 12X9 Acrylic Clear                           | 31  | \$ 623.72   |
| VI     | I-2      | PBBS   | 37299       | MAGELIS DISPLAY LCD W/TCH 10.4 ETHERNET GTO PRM293.1     | 1   | \$ 5,802.50 |
| VI     | I-2      | PBBS   | 50155       | 15/8STAKED STOP COUPLING                                 | 3   | \$ 16.56    |
| VI     | I-2      | PBBS   | 50157       | PWC 21/8 COPPER TEE                                      | 5   | \$ 162.00   |
| VI     | I-2      | PBBS   | 50160       | PWC 21/8X15/8 COPPER BUSHING                             | 2   | \$ 29.12    |
| VI     | I-2      | PBBS   | 95001       | PWC 3/4 FILL NIPPLE                                      | 6   | \$ 732.36   |
| VI     | I-2      | PBBS   | MXP-1505    | Magelis Programmed (LAXPRM687)                           | 1   | \$ 5,779.00 |
| VI     | I-2      | PBBS   | MXP-1513    | Magelis Display PRM599                                   | 1   | \$ 6,500.00 |
| VI     | I-2      | PBBS   | MXP-3312    | PWC GUIDE BOX ASSEMBLY                                   | 2   | \$ 555.00   |
| VI     | I-2      | PBBS   | MXP-3313    | PWC GUIDE BOX HANDLE                                     | 28  | \$ 988.12   |
| VI     | I-3      | PBBS   | 10766       | BEACON 120VAC ROTATING WARNING LIGHT AMBER               | 4   | \$ 756.00   |
| VI     | I-3      | PBBS   | 13113       | CLEAR GLASS GLOBE FOR PWC LIGHT FIXTURE                  | 3   | \$ 101.37   |
| VI     | I-3      | PBBS   | 15149       | PWC H100-192 PRESSURE SWITCH                             | 5   | \$ 1,386.35 |
| VI     | I-3      | PBBS   | 15588       | INTELLIFLUSH PRESSURE SWITCH H100-701                    | 1   | \$ 252.80   |
| VI     | I-3      | PBBS   | 21986       | PWC AMBER DOME ONLY - (NO LIGHT ASSY)                    | 4   | \$ 171.44   |
| VI     | I-3      | PBBS   | 29601       | BOX ENCL 12X10X6 NEMA 4X NO                              | 4   | \$ 3,236.00 |
| VI     | I-3      | PBBS   | 35919       | PWC JUNCTION BOX   | 3   | \$ 1,748.76 |
| VI     | I-3      | PBBS   | 39443       | KIT DR COL LWR ELEC J-BOX D-3 ASSY                       | 1   | \$ 1,440.00 |
| VI     | I-3      | PBBS   | 39444       | KIT DR COL ELEC J-BOX D-1 ASSY                           | 2   | \$ 1,022.00 |
| VI     | I-3      | PBBS   | 51573       | J-Box 10X8X6 Type 4 Painted                              | 2   | \$ 380.00   |
| VI     | I-3      | PBBS   | 86063       | Junction Box 6x6x4 A606CH                                | 6   | \$ 242.10   |
| VI     | I-3      | PBBS   | MXP-1460    | 1-1/4" RPZ BACKFLOW PREVENTER PWC                        | 3   | \$ 4,590.99 |
| VI     | I-4      | PBBS   | 12350       | EXTERNAL TRACK CABLE CARRIER                             | 6   | \$ 72.00    |
| VI     | I-4      | PBBS   | 14564       | PBB RAMP YELLOW EDGEX 4'1 1-1/4 TUNNEL A                 | 3   | \$ 300.00   |

## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description   | Qty | Total Value |
|--------|----------|--------|-------------|--|-----|-------------|
| VI     | I-4      | PBBS   | 14565       | PBB RAMP YELLOW PLASTIC EDGE4'9 3/16 TUNEL B                       | 5   | \$ 490.00   |
| VI     | I-4      | PBBS   | 17756       | PWC FILTER HOUSING 1 1/2   | 3   | \$ 247.68   |
| VI     | I-4      | PBBS   | 21321       | 1" FILTER HOUSING  | 11  | \$ 502.48   |
| VI     | I-4      | PBBS   | 21329       | BUMPER RBR YEL 7X8 7/8X10'2 (JBT)                                  | 2   | \$ 2,340.00 |
| VI     | I-4      | PBBS   | 76602       | RUBBER MOLDING PBB CAB WINDOW                                      | 65  | \$ 267.80   |
| VI     | I-END    | PBBS   | 13225       | PWC 6FT ALUMINUM TUBING  | 1   | \$ 11.37    |
| VI     | I-END    | PBBS   | 91815       | PWC BLUE WATER HOSE 250FT  | 3   | \$ 1,574.01 |
| VI     | I-FLOOR  | PBBS   | 13050       | PWC-66-36 MOTOR 115 VOLT   | 2   | \$ 897.00   |
| VI     | I-FLOOR  | PBBS   | 13543       | CHAIN DOUBLE STRAND 80-2 CONNECTING LINK                           | 4   | \$ 732.00   |
| VI     | I-FLOOR  | PBBS   | 15138       | PWC WATER PUMP   | 2   | \$ 2,218.26 |
| VI     | I-FLOOR  | PBBS   | 60665       | APC SMART-UPS 750 120V   | 1   | \$ 408.78   |
| VI     | IJ-WALL  | PBBS   | 21097       | RAMP B TNL STEEL W/ RUBBER SPARES                                  | 1   | \$ 2,262.00 |
| VI     | IJ-WALL  | PBBS   | 21406       | RAMP A TNL STEEL W/ RUBBER SPARES                                  | 2   | \$ 4,722.00 |
| VI     | IJ-WALL  | PBBS   | 50118       | BLACK CORRUGATED RUBBER FLOORING JBT 3700376                       | 5   | \$ 2,830.00 |
| VI     | IJ-WALL  | PBBS   | MXP-2055    | BLACK CORRUGATED RUBBER 3/16X4'1x10'0                              | 1   | \$ 485.50   |
| VI     | J-1      | PBBS   | 13295       | BLUE PUSHBUTTON COVER  | 9   | \$ 82.44    |
| VI     | J-1      | PBBS   | 13888       | LENS RED A/L WRN   | 5   | \$ 65.00    |
| VI     | J-1      | PBBS   | 13890       | GREEN LENS POWER ON  | 21  | \$ 309.54   |
| VI     | J-1      | PBBS   | 13891       | LENS AMBER A/L ON  | 6   | \$ 78.00    |
| VI     | J-1      | PBBS   | 13897       | WHITE LENS CANOPY  | 47  | \$ 494.91   |
| VI     | J-1      | PBBS   | 13898       | WHITE LENS VERTICAL DIRECTION                                      | 23  | \$ 334.42   |
| VI     | J-1      | PBBS   | 13901       | LENS RED OVERSTEER   | 10  | \$ 130.00   |
| VI     | J-1      | PBBS   | 13910       | LENS RED LIFT COL FAULT  | 8   | \$ 104.00   |
| VI     | J-1      | PBBS   | 13911       | LENS RED CANOPY DN   | 7   | \$ 91.00    |
| VI     | J-1      | PBBS   | 13913       | LENS WHT BLANK   | 5   | \$ 46.45    |
| VI     | J-1      | PBBS   | 15704       | BUTTON, BLUE ARROW POINTING RIGHT 4141079-501                      | 1   | \$ 9.16     |
| VI     | J-1      | PBBS   | 16322       | BTN BLK FLDT4141139-506  | 9   | \$ 92.25    |
| VI     | J-1      | PBBS   | 16323       | BTN BLK CAB FLOOR FLOOD4141139-507                                 | 9   | \$ 117.00   |
| VI     | J-1      | PBBS   | 53000       | PIN COTTER 1/4X2   | 8   | \$ 1.76     |
| VI     | J-1      | PBBS   | 62220       | WSHR FLAT 1  | 4   | \$ 5.84     |
| VI     | J-2      | PBBS   | 13014       | Hose Assy, HY, 42.2 Long Right Side                                | 4   | \$ 1,400.00 |
| VI     | J-2      | PBBS   | 13054       | SNSR TEMP DISCH 1KOHM RTD AVG ASSY                                 | 1   | \$ 165.00   |
| VI     | J-2      | PBBS   | 13077       | MTR ELASPED TIME 24VDC W/BEZEL                                     | 1   | \$ 212.00   |
| VI     | J-2      | PBBS   | 13195       | TEMP SENSOR BOARD  | 1   | \$ 122.00   |
| VI     | J-2      | PBBS   | 13207       | PT 2X2-BE  | 2   | \$ 170.00   |
| VI     | J-2      | PBBS   | 13209       | MIRROR HOR. INCL SHAFT   | 1   | \$ 743.00   |
| VI     | J-2      | PBBS   | 13260       | OPER PUSH/TURN ANTI-ROTATION RING                                  | 1   | \$ 1.00     |
| VI     | J-2      | PBBS   | 14695       | WASHER FLAT 5/8  | 22  | \$ 21.12    |
| VI     | J-2      | PBBS   | 14983       | BEARING THRUST 5/8X1X1/8 BRZ 3670423                               | 39  | \$ 56.16    |
| VI     | J-2      | PBBS   | 14986       | BUSHING FLANGE BRONZE 1/2X3/4X1/2X1OD 3670551                      | 29  | \$ 57.71    |
| VI     | J-2      | PBBS   | 15155       | POWER STAGE, POWER STATION BIN-6906                                | 1   | \$ 1,461.80 |
| VI     | J-2      | PBBS   | 15156       | CONTROL BOARD, GEN II BIN-08067                                    | 1   | \$ 1,155.00 |
| VI     | J-2      | PBBS   | 15157       | CONTACTOR, DC, 200A, 320VDC BIN-06902                              | 4   | \$ 410.00   |
| VI     | J-2      | PBBS   | 15158       | FUSE, MIDGET, SLO-BLO, 0.5A, 600VAC BIN-06790                      | 2   | \$ 7.70     |
| VI     | J-2      | PBBS   | 15697       | FILTER CORE N063-404360 CUSTOMER REF SPORLAN RC-4864               | 3   | \$ 94.05    |
| VI     | J-2      | PBBS   | 15810       | SCREW CAP 3/8-16X2 1/2 GR 5 600750                                 | 13  | \$ 4.94     |
| VI     | J-2      | PBBS   | 15812       | SCREW CAP 1/2-13X1 HEX GR5 600756                                  | 19  | \$ 5.70     |
| VI     | J-2      | PBBS   | 21734       | 1/4-20 X 3/4, HHCS, GR5, Z   | 23  | \$ 55.20    |
| VI     | J-2      | PBBS   | 21735       | 1/4-20, NUT, HEX, Z "IN CAGE"                                      | 31  | \$ 74.40    |
| VI     | J-2      | PBBS   | 21737       | 1/4, WASHER, FLAT, Z   | 5   | \$ 12.00    |
| VI     | J-2      | PBBS   | 21739       | MOUNTING BRACKET FOR TRIPOD  | 7   | \$ 50.40    |
| VI     | J-2      | PBBS   | 40950       | HUBNER-FORK HEAD ZINC  | 7   | \$ 122.50   |
| VI     | J-2      | PBBS   | 50105       | SCREW CAP SST 3/8-16 NYL INSR                                      | 21  | \$ 17.01    |
| VI     | J-2      | PBBS   | MXP-3598    | SCREW SET 1/4-20X1/2 SCH SST                                       | 150 | \$ 22.50    |
| VI     | J-3      | PBBS   | 15163       | 10' DC WHIP OUTPUT CABLE WITH SAFETY YELLOW HEAT SHRINK            | 4   | \$ 3,300.00 |
| VI     | J-3      | PBBS   | 27446       | FIELD INSTALL KIT CATCH CABLE                                      | 1   | \$ 85.00    |
| VI     | J-3      | PBBS   | 91723       | WIRE 8-04VNGTC   | 85  | \$ 384.20   |
| VI     | J-3      | PBBS   | MXP-1549    | APC Replacement Battery Cartridge #48                              | 5   | \$ 604.75   |
| VI     | J-FLOOR  | PBBS   | 14735       | CABLE, 200A 400A HEAD, 17' Rapid Recharge Station Electric Vehicle | 3   | \$ 6,250.05 |
| VI     | N-WALL   | PBBS   | 20366       | PWC CHLORINE   | 16  | \$ 194.40   |
| VI     | RK-7     | PBBS   | 13896       | CAB ROTATION LENS 4140467  | 30  | \$ 450.00   |
| JBT    | G2       | BSH    | 12156       | Take up bearing 1-7/16"  | 11  | \$ 1,650.77 |
| JBT    | G2       | BSH    | 12157       | 2 BOLT FLANGE BEARING 1-7/16 -SFTMH23T # AL221-041900              | 4   | \$ 533.07   |
| JBT    | G3       | BSH    | 12158       | 2 BOLT FLANGE BEARING 1-11/16 -SFTMH-27T                           | 15  | \$ 2,126.93 |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description  | Qty | Total Value  |
|--------|----------|--------|-------------|---|-----|--------------|
| JBT    | J4       | BSH    | 12176       | HSD-Weldment,clamp,pivot,transition # 68.0020.000-30. All HSD's                                       | 10  | \$ 7,656.10  |
| JBT    | J4       | BSH    | 12178       | HSD-Weldment,clamp,pivot,drive left hand # 68.0020.000-29. All HSD's                                  | 1   | \$ 538.18    |
| JBT    | J3       | BSH    | 12180S      | HSD- Spacer,paddle # 68.0020.000-88. All HSD's  | 13  | \$ 577.15    |
| JBT    | Z7       | BSH    | 12184       | HSD POWER SUPPLY # 680.000042   | 2   | \$ 341.10    |
| JBT    | Z6       | BSH    | 12188       | HSD Module Smart line # 620.000617  | 6   | \$ 6,652.08  |
| JBT    | J8       | BSH    | 12189       | HSD PADDLE SHAFT # 68.0020.000-46   | 9   | \$ 2,267.73  |
| JBT    | J1       | BSH    | 12191       | HSD Paddle BELTS # 68.0020.001-35 HSD Paddle Belt BD341 340MM x 2154MM Used on all HSD's              | 15  | \$ 3,925.87  |
| JBT    | J6       | BSH    | 12192       | HSD- Rod, RH thread, tie rod # 68.0020.000-57   | 11  | \$ 960.03    |
| JBT    | J6       | BSH    | 12193       | HSD- Rod, LH and RH thread, tie rod # 68.0020.000.58  | 25  | \$ 823.00    |
| JBT    | J6       | BSH    | 12194       | HSD- Nut, 3/4- 14 NPSM Left hand thread # 68.0020.000.99  | 48  | \$ 400.51    |
| JBT    | J6       | BSH    | 12195       | HSD- Nut, 3/4- 14 NPSM Right hand thread # 68.0020.001-38   | 15  | \$ 101.94    |
| JBT    | I3       | BSH    | 12198       | VSU Bearing, Tie rod, RH, male 3/4" bore CFM-12T # AL221-9003   | 1   | \$ 25.69     |
| JBT    | I3       | BSH    | 12199       | VSU Bearing, Tie rod, LH, male 3/4" bore CFM-12T # AL221-9004   | 6   | \$ 194.65    |
| JBT    | I4       | BSH    | 12200       | VSU Clutch/brake, Deltran #CB-10 x 1-1/2 bore # AL206-9904  | 2   | \$ 7,837.57  |
| JBT    | I2       | BSH    | 12207       | VSU PHOTO EYE #AL14101RQD03   | 10  | \$ 680.71    |
| JBT    | I2       | BSH    | 12214       | Proximity Sensor 872C-A10N18-N3   | 15  | \$ 2,028.34  |
| JBT    | Z7       | BSH    | 12218       | AB 1756-CN2R  | 6   | \$ 17,593.03 |
| JBT    | Z7       | BSH    | 12220       | PLC DC Cards 1756-IB16  | 2   | \$ 768.38    |
| JBT    | I1       | BSH    | 12222       | REFLECTORS # AB 92-39Allen Bradley  | 17  | \$ 437.59    |
| JBT    | N2       | BSH    | 12228       | BEACON BULBS 40T8DC   | 22  | \$ 93.02     |
| JBT    | F9       | BSH    | 12233       | DRIVE BELT # 720-8MGT-21 for CB1-14   | 4   | \$ 165.00    |
| JBT    | Z7       | BSH    | 12234       | AB Power Supply Control Logix 1756-PA72   | 1   | \$ 1,076.91  |
| JBT    | E5       | BSH    | 12237S      | Return wheel assembly/ portec #600010   | 19  | \$ 2,335.29  |
| JBT    | CAGE     | BSH    | 12238       | 30" BELT 3 Ply Poly CR86 Blk PVC B x QW AS  | 212 | \$ 6,584.01  |
| JBT    | E4       | BSH    | 12248       | Portec Belt 48C39-90 degree flat #450780  | 3   | \$ 10,565.90 |
| JBT    | E4       | BSH    | 12250       | Portec Belt # 506513 48C39-135 135 degree flat  | 2   | \$ 5,692.93  |
| JBT    | E2       | BSH    | 12251       | Portec Belt # 50669426B33-180 degrees   | 1   | \$ 2,298.66  |
| JBT    | E1       | BSH    | 12252       | Portec Belt # 507948 48C39-30 Flat 30 degree  | 1   | \$ 1,694.96  |
| JBT    | E2       | BSH    | 12258S      | Portec Belt # 557798 48C39-90 90 degree flat  | 1   | \$ 3,454.31  |
| JBT    | E1       | BSH    | 12259       | Portec Belt 48C39-SP45 45 degree 12" ED#557807 Incline  | 2   | \$ 3,465.92  |
| JBT    | E3       | BSH    | 12259       | Portec Belt 48C39-SP45 45 degree 12" ED#557807 Incline  | 1   | \$ 1,732.96  |
| JBT    | E1       | BSH    | 12260       | 48C39-F45 PVOP 114.5LPortec Belt # 601172 Flat 45 degree. This belt will fit on any Flat 45 degree po | 2   | \$ 4,057.13  |
| JBT    | E3       | BSH    | 12260       | 48C39-F45 PVOP 114.5LPortec Belt # 601172 Flat 45 degree. This belt will fit on any Flat 45 degree po | 3   | \$ 6,085.70  |
| JBT    | E2       | BSH    | 12262       | Portec Belt # 652324  | 2   | \$ 4,217.10  |
| JBT    | E4       | BSH    | 12264       | Portec Belt # 701475  | 1   | \$ 1,928.98  |
| JBT    | E3       | BSH    | 12265       | Portec Belt #714936. 48C39SP60 60 degree 16" ED   | 1   | \$ 2,545.04  |
| JBT    | E4       | BSH    | 12266       | Portec Belt # 715013. 48C39SP60SR-FR 154L12EDUsed on SF2-12, SF1-15                                   | 2   | \$ 5,272.10  |
| JBT    | E2       | BSH    | 12268       | Portec Belt # 715178 or 202109-329676 48C39-SP90 ED 24. 90 degree incline 24"                         | 2   | \$ 4,289.51  |
| JBT    | E4       | BSH    | 12268       | Portec Belt # 715178 or 202109-329676 48C39-SP90 ED 24. 90 degree incline 24"                         | 1   | \$ 2,144.75  |
| JBT    | E2       | BSH    | 12271       | Portec Belt # 765594 48C39SP90 Incline 36" ED   | 1   | \$ 2,805.83  |
| JBT    | E4       | BSH    | 12271       | Portec Belt # 765594 48C39SP90 Incline 36" ED   | 1   | \$ 2,805.83  |
| JBT    | E2       | BSH    | 12274       | Portec Belt # 875213 48C39-SP90-10 90 degree incline 24"  | 2   | \$ 2,762.02  |
| JBT    | E4       | BSH    | 12274       | Portec Belt # 875213 48C39-SP90-10 90 degree incline 24"  | 1   | \$ 1,381.01  |
| JBT    | *        | PBB    | 12604       | SH1483-10 10' Super Hose (C) 14" x 10' Flat Duct  | 10  | \$ 3,992.80  |
| JBT    | L7       | PBB    | 12604       | SH1483-10 10' Super Hose (C) 14" x 10' Flat Duct  | 6   | \$ 2,395.68  |
| JBT    | L8       | PBB    | 12604       | SH1483-10 10' Super Hose (C) 14" x 10' Flat Duct  | 17  | \$ 6,787.75  |
| JBT    | L2       | PBB    | 12607       | JB400CY GPU Cap   | 4   | \$ 608.68    |
| JBT    | A4       | PBB    | 12608       | GPU cable JBX8816-60 Cable Assy, 400 Hz, 260A, 60' / No PB, Yellow X                                  | 3   | \$ 11,134.80 |
| JBT    | CAGE     | PBB    | 12608       | GPU cable JBX8816-60 Cable Assy, 400 Hz, 260A, 60' / No PB, Yellow X                                  | 1   | \$ 3,711.60  |
| JBT    | L5       | PBB    | 12610       | JB730 PCA CONNECTOR W/ SNAP ON GASKET. ALL PBB'S  | 1   | \$ 427.68    |
| JBT    | N1       | PBB    | 12803       | Eye Wash Bottle 32 Oz. All PWC only 1, 32oz bottle  | 4   | \$ 66.92     |
| JBT    | N2       | PBB    | 16304       | PWC- AIRLINX V1021J12-119 POTABLE WATER FILL COUPLING   | 2   | \$ 585.28    |
| JBT    | CAGE     | PBB    | 20046       | PWC- KURIYA K6136-KA12-200 POTABLE WATER HOSE PWC WATER HOSE  | 500 | \$ 1,829.92  |
| JBT    | N2       | PBB    | 20241       | AIRLINX V1041-012A20 WATER PLUG CUSHION ASSY.   | 4   | \$ 398.91    |
| JBT    | *        | PBB    | 20395       | SH1483-20 20' Super Hose / Velcro Only  | 10  | \$ 6,297.20  |
| JBT    | L8       | PBB    | 20395       | SH1483-20 20' Super Hose / Velcro Only  | 1   | \$ 629.72    |
| JBT    | K3       | PBB    | 20612       | 7672784 WIRE ROPE - EQUALIZER CABLE   | 228 | \$ 1,225.07  |
| JBT    | L2       | PBB    | 20831       | JB7174X GPU Head  | 5   | \$ 1,989.82  |
| JBT    | N3       | BHS    | 20837       | ADVANCE Fluorescent Ballast: T8, 120 to 277V AC, 2_3 Bulbs Supported, 32 W Max. Bulb Watts            | 8   | \$ 121.76    |
| JBT    | F10      | BHS    | 20890       | V-BELT, COGGED, BX77  | 1   | \$ 47.37     |
| JBT    | F10      | BHS    | 20891       | V-BELT , A98  | 7   | \$ 203.49    |
| JBT    | CAGE     | PBB    | 2114739     | Hand Rail, Ramp, Tunnel B, Left Side, Stainless Steel#4 (2114739)                                     | 4   | \$ 2,400.60  |
| JBT    | CAGE     | PBB    | 2114740     | Hand Rail, Ramp, Tunnel B, Right Side, Stainless Steel#4 (2114740)                                    | 2   | \$ 1,081.43  |
| JBT    | CAGE     | PBB    | 21248       | 3702913GEARMOTOR 5HP HORIZQNTAL DRIVE 87:1 RATIO  | 2   | \$ 11,091.79 |

## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location        | System | Item Number | Item Description   | Qty | Total Value  |
|--------|-----------------|--------|-------------|--|-----|--------------|
| JBT    | Z1              | PBB    | 21249       | 3719707 FMC SUMIMOTO INVERTER AC 10HP HORIZ HF-430 87:1 (OLD) See new inverter infor# 3452 | 1   | \$ 5,361.14  |
| JBT    | RECEIVING SHELF | PBB    | 2125364     | TREAD STAIR BOT GALV   | 2   | \$ 1,053.50  |
| JBT    | RECEIVING SHELF | BHS    | 2138449     | WLDMT GUARD CHAIN LWR  | 1   | \$ 359.36    |
| JBT    | CAGE            | PBB    | 21394       | BKW1851-R BAGGAGE CHUTE RIGHT SIDE   | 3   | \$ 11,886.99 |
| JBT    | CAGE            | PBB    | 2140097.01  | RAMP B TNL A1011   | 1   | \$ 1,805.00  |
| JBT    | Z2              | BHS    | 21411       | MCP Panel Axial Fans, 115VAC   | 7   | \$ 258.65    |
| JBT    | L2              | PBB    | 21574       | G1362 GPU Holding Strap  | 11  | \$ 515.02    |
| JBT    | K10             | PBB    | 21980       | 4960699ACTR LINEAR 1FT0 STRK 115VAC. CANOPY MOTOR  | 5   | \$ 7,882.02  |
| JBT    | K6              | PBB    | 22221       | 2001940-500 Auto Level Wheel. ALL PBB'S  | 4   | \$ 42.12     |
| JBT    | CAGE            | PBB    | 22224       | 3716699 CURT CAB GALV RS SGL OTHER 125 CORNELI   | 1   | \$ 3,589.80  |
| JBT    | P1              | PBB    | 22240       | GE LIGHTING300W GE 300PAR56 MFL-120 FLOOD LIGHTS. All PBB'S HEADLIGHTS                     | 8   | \$ 302.77    |
| JBT    | K2              | PBB    | 22322       | 3702902 BALL SCREW COUPLING 1 1/4X1 3/4  | 1   | \$ 62.54     |
| JBT    | RECEIVING SHELF | BHS    | 2517        | TAPER LOCK 1 1/4 BUSHING   | 1   | \$ 26.52     |
| JBT    | B1              | BHS    | 27217       | HSD Paddle Weldment 68.0020.000-02   | 4   | \$ 5,283.41  |
| JBT    | F3              | BHS    | 27218       | Portec Bearing FT206 (2 Hole)  | 10  | \$ 690.51    |
| JBT    | G4              | BHS    | 27222       | Bearing NP 209TMC CTY 45mm HSD pillow block bearings                                       | 7   | \$ 1,750.91  |
| JBT    | G2              | BHS    | 27224       | BEARING INSERTSUC206-191-3/16  | 4   | \$ 41.64     |
| JBT    | J4              | BHS    | 27226       | Roller Nose 68.0020.000-24. All HSD's nose roller  | 2   | \$ 204.40    |
| JBT    | F2              | BHS    | 27227       | 68.0020.000-99 NUT 3/4-14 NPSM LEFT HAND THREAD  | 2   | \$ 11.62     |
| JBT    | F11             | PBB    | 27229       | Sypher Lock KABA EE1011/EE1011-26D-41  | 2   | \$ 2,609.58  |
| JBT    | I2              | BHS    | 27230       | Incremental Shaft Encoder Cable C6-3-10 RC   | 22  | \$ 6,931.47  |
| JBT    | J2              | BHS    | 27232       | 68.0020.000-14 Plate, clamp, shaft paddle  | 15  | \$ 4,200.15  |
| JBT    | J4              | BHS    | 27233       | Weldment Clamp right hand 68.0020.00-75. All HSD's   | 4   | \$ 326.93    |
| JBT    | J6              | BHS    | 27235       | 68.0020.000-48 Plate   | 9   | \$ 5,931.41  |
| JBT    | J2              | BHS    | 27237       | 68.0020.000-19 Plate Drive Bottom. Bottom aluminum plate All HSD's                         | 19  | \$ 19,517.94 |
| JBT    | J4              | BHS    | 27238       | 68.0020.000-33 Arm Pivot. All HSD's  | 1   | \$ 159.19    |
| JBT    | A2              | BHS    | 27241       | 3719054 V MOT GEAR 3 PH 25:1 VERTICAL DRIVE  | 3   | \$ 11,465.93 |
| JBT    | L2              | PBB    | 27242       | JB76000 Scuff Ring FOR GPU CABLE   | 16  | \$ 90.70     |
| JBT    | K1              | PBB    | 27245       | 2133246 PAD BOT CE FLOOR   | 9   | \$ 2,265.03  |
| JBT    | L2              | PBB    | 27246       | JB5859 GPU CABLE SADDLE ASSEMBLY WITH U-BOLT   | 24  | \$ 1,820.70  |
| JBT    | K1              | PBB    | 27307       | 2132061 PAD RS CE GRAY STD   | 2   | \$ 854.52    |
| JBT    | K9              | PBB    | 27321       | 3654806 BELL VIBRATING ASSY. COMPLETE GONG AND ELECTRICAL COMPONENTS.. FOR GONG ON         | 1   | \$ 503.34    |
| JBT    | F7              | PBB    | 27322       | 2136116 PAD TOP CE GRAY  | 1   | \$ 248.16    |
| JBT    | K1              | PBB    | 27323       | 2136115 PAD TOP CE GRAY  | 1   | \$ 417.88    |
| JBT    | K1              | PBB    | 27324       | 2132062 PAD TOP CE GRAY STD  | 1   | \$ 362.87    |
| JBT    | Z2              | PBB    | 27327       | 3646003 BCN STROBE 120V AMBER  | 1   | \$ 223.87    |
| JBT    | Z3              | PBB    | 27328       | 4142641 OPER PUSH/PULL 24V   | 1   | \$ 251.67    |
| JBT    | Z3              | PBB    | 27329       | 3713163 INV AC 1HP CAB ROTATE HF-320ALPHA  | 5   | \$ 6,625.35  |
| JBT    | Z5              | PBB    | 27332       | 3659844 BUZZER 2900HZ/DUAL 6-28VDC/AC  | 1   | \$ 21.07     |
| JBT    | Z6              | PBB    | 27333       | 2931875.01 KIT CNTOR RPLCMT PLC CON1   | 7   | \$ 3,034.86  |
| JBT    | Z3              | PBB    | 27334       | 2931875.02 KIT CONTACTOR REPLACEMENT PLC CON2 Eaton E111A06X3N. For bogie wheel drive in   | 6   | \$ 1,285.26  |
| JBT    | K9              | PBB    | 27335       | 3742738 SWITCH VERTICAL COLUMNLIMIT EXT D PLUNGER 90DEGDQD                                 | 8   | \$ 3,226.08  |
| JBT    | K9              | PBB    | 27336       | 3742737SW LIMIT PLUNGER 90DEG SPDT SQD   | 8   | \$ 2,696.96  |
| JBT    | K9              | PBB    | 27337       | 4100211 SW LIMIT DPDT W/3/4 ENTRYCANOPYRAISE LIMITSWITCHSQD NEW#3742734                    | 6   | \$ 1,232.58  |
| JBT    | K9              | PBB    | 27338       | 4100213 SW LIMIT 2 STEP. CANOPY LIMIT SWITCH- LOWER LIMIT Square D#3742736                 | 7   | \$ 1,742.64  |
| JBT    | K9              | PBB    | 27339       | 4100216 SW LIMIT WOBBLE HEAD W/CANew SQD # 3742739   | 8   | \$ 2,624.40  |
| JBT    | Z4              | PBB    | 27344       | 4140593 Capacitor 30-36MFD 330VAC Canopy and Auto level                                    | 7   | \$ 261.52    |
| JBT    | Z4              | PBB    | 27345       | 3645942 CA ASSY 22AWG 4C 24' cable only  | 1   | \$ 44.48     |
| JBT    | K7              | PBB    | 27346       | 3650123 MOT GEAR 1/2HP JTP HST. HOIST MOTOR. ALL PBB'S                                     | 1   | \$ 2,044.96  |
| JBT    | K7              | PBB    | 27347       | 3648674 MOT GEAR 1/2HP CAB ROTG/DROP   | 1   | \$ 3,007.15  |
| JBT    | K2              | PBB    | 27349       | 3612252 EQUALIZER CABLE SHEEVE 6 DIA   | 6   | \$ 849.84    |
| JBT    | K2              | PBB    | 27350       | EQUALIZER CABLE8018944 CLIP WIRE ROPE MOD 3/8. CABLE CLAMP                                 | 3   | \$ 140.46    |
| JBT    | K1              | PBB    | 27351       | 7668006 CANOPY STRAP WBG NYL 1/8X2X6'2   | 3   | \$ 73.74     |
| JBT    | L3              | PBB    | 27352       | 2139156 HST SW PL 1/4X3 3/4X11 1/4 HOIST SWITCH PLATE ALL PBB'S                            | 4   | \$ 655.52    |
| JBT    | Z1              | PBB    | 27353       | 3729950 DISPLAY LCD W/TCH 10.4 ETHERNET GTO  | 1   | \$ 7,057.28  |
| JBT    | CAGE            | PBB    | 27416       | 3701793 WLB MEL FOLKSTONE GRAY SG241. PBB interior wall panels                             | 2   | \$ 299.66    |
| JBT    | K10             | PBB    | 27417       | 2006252 Roller Cover Plate .062X8X1'8 1/4  | 2   | \$ 114.72    |
| JBT    | H3              | BHS    | 27470       | 50BS27 1 7/16 Roller Chain Sprocket SF2-12, SF1-15 same sprocket for tail and drive        | 3   | \$ 177.25    |
| JBT    | I1              | BHS    | 27490       | Photo Switch 42GRU-9202-QD   | 7   | \$ 2,632.82  |
| JBT    | K7              | PBB    | 27493       | 3648870.4 ROLLER UNIT W/SCRAPER SPARES   | 5   | \$ 4,342.75  |
| JBT    | K7              | PBB    | 27494       | 1600617.4 RLR UNIT LWR REAR B TNL SPARES   | 10  | \$ 11,114.50 |
| JBT    | K7              | PBB    | 27495       | 3654258.4 RLR UNIT C TNL SPARES  | 5   | \$ 2,510.85  |
| JBT    | K10             | PBB    | 27496       | 8007503.1 RLR UNIT LWR FRONT A TNLJETBRIDGE ROLLER   | 12  | \$ 7,531.40  |
| JBT    | K10             | PBB    | 27497       | 1600622.3 RLR UNIT LWR FRONT SIDE A NL SPARES  | 10  | \$ 5,076.27  |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location        | System | Item Number | Item Description   | Qty | Total Value  |
|--------|-----------------|--------|-------------|--|-----|--------------|
| JBT    | K10             | PBB    | 27498       | 1600623.3 RLR UNIT LWR FRNT SIDE B TNL SPARES  | 10  | \$ 3,134.10  |
| JBT    | A2              | PBB    | 27500       | 7669702 Weather Strip 4in Wide   | 385 | \$ 3,153.15  |
| JBT    | K7              | PBB    | 27503       | 8007275.1 RLR UNIT LWR FRONT B TNL   | 8   | \$ 4,026.72  |
| JBT    | E3              | BHS    | 27505       | KT77 DRN100L4/MI/TH 880031765.10.10.006. MU4-01  | 2   | \$ 6,777.48  |
| JBT    | JBT OFFICE      | BHS    | 27599       | GPU Cable Tester, 400hZ  | 1   | \$ 1,404.67  |
| JBT    | CAGE            | BHS    | 27601       | DP-100E Belt Driven Drill Press  | 1   | \$ 1,860.30  |
| JBT    | CAGE            | BHS    | 27602       | Baldor 662E Grinder  | 1   | \$ 904.83    |
| JBT    | Z4              | BHS    | 27731       | 516313 Temperature Knob  | 1   | \$ 675.41    |
| JBT    | Q1              | BHS    | 27732       | 9707026 Crowns for FIRE DOORS  | 5   | \$ 29.35     |
| JBT    | Z1              | BHS    | 27733       | SJ700D-075HFUF3 AC HITACHI INVERTER DRIVE 10 HP  | 1   | \$ 1,228.41  |
| JBT    | L4              | BHS    | 27734       | SIMU 2000775ADMI54040NM Fire Door Motor OS1. Will not work on ticket counters or narrow doors. | 2   | \$ 1,714.86  |
| JBT    | L6              | PBB    | 27745       | FOD Bucket Covers  | 10  | \$ 337.95    |
| JBT    | H2              | PBB    | 27746       | 3636159 Aluminum Ring - Rotunda Floor Trim   | 4   | \$ 426.08    |
| JBT    | CAGE            | PBB    | 27803       | MILLER WELDING 951684 Miller Syncrowave  | 1   | \$ 4,069.40  |
| JBT    | CAGE            | PBB    | 27804       | Air Compressor - INGERSOLL RAND 13-HP 30 GAL   | 1   | \$ 3,928.50  |
| JBT    | CAGE            | PBB    | 27805       | BALDOR-RELIANCE 662E GRINDER   | 1   | \$ 904.83    |
| JBT    | CAGE            | PBB    | 27806       | BALDOR-RELIANCE GA16 CAST IRON PEDESTAL  | 1   | \$ 627.29    |
| JBT    | K5              | PBB    | 27874       | 4960596 AUTO LEVEL MOTOR. THOMSON . A12-10A5-04JW. 34520                                       | 3   | \$ 2,265.03  |
| JBT    | CAGE            | PBB    | 27875       | 7669863 PC Air duct teflon   | 100 | \$ 250.00    |
| JBT    | Z2              | BHS    | 27984       | 1756-BA2 BATTERY ASSEMBLY PLC BATTERY  | 12  | \$ 478.78    |
| JBT    | Z3              | BHS    | 27987       | EATON FAZ-D20/3 MINIATURE CIRCUIT BREAKER  | 3   | \$ 276.54    |
| JBT    | Z3              | BHS    | 27988       | EATON FAZ-D10/1-SP MINIATURE CIRCUIT BREAKER   | 3   | \$ 84.09     |
| JBT    | Z3              | BHS    | 27989       | EATON FAZ-D3/3 MINIATURE CIRCUIT BREAKER   | 3   | \$ 292.38    |
| JBT    | G3              | BHS    | 28074       | SEW MOTOR BEARING UPPER6205-2-NSE9   | 84  | \$ 284.76    |
| JBT    | G3              | BHS    | 28075       | SEW MOTOR BEARING BOTTOM 6306-2-NSE9   | 133 | \$ 515.74    |
| JBT    | K6              | PBB    | 28130       | SHOE SWCA/SKT ASSYSPCABLESPAREIN STL PLC   | 8   | \$ 11,499.52 |
| JBT    | L6              | PBB    | 28132       | SH1483-90DEG PCA 90 Degree Elbow   | 12  | \$ 3,208.04  |
| JBT    | Z8              | PBB    | 28204       | PLC - Allen Bradley 1769-L32E Controller   | 6   | \$ 26,459.34 |
| JBT    | B3              | BHS    | 28215       | MOTOR BALDOR EM3710 7.5 HP NEMA 213T AL200-0055  | 1   | \$ 1,158.79  |
| JBT    | MX6             | BHS    | 28216       | HSD Fan 680.000006   | 6   | \$ 1,767.72  |
| JBT    | J3              | BHS    | 28217       | Selector Switch#52SA2BDDBA1680.000114. All HDS's extend, retract switch                        | 2   | \$ 78.16     |
| JBT    | J3              | BHS    | 28218       | Switch 680.000238. All HSD's Auto, Manul, Service. 3 position selector switch                  | 2   | \$ 72.32     |
| JBT    | J3              | BHS    | 28219       | Selector Switch 680.000128 All HSD's Jog switch. Momentary contact                             | 1   | \$ 85.14     |
| JBT    | A3              | BHS    | 28220       | 620.000623 Gearmotor 1FK7063-5AF71-1KU5-ZALL HSD'S motors                                      | 3   | \$ 16,542.35 |
| JBT    | J3              | BHS    | 28221       | Key Switch 680.000115  | 2   | \$ 132.70    |
| JBT    | Z3              | BHS    | 28222       | Miniature Relay Screw Connection 680.000190  | 35  | \$ 652.57    |
| JBT    | Z3              | BHS    | 28223       | Miniature Relay Screw Connection 680.000191  | 26  | \$ 634.95    |
| JBT    | E1              | BHS    | 28226       | Palette Support Weldment 7100 ALU0000017   | 5   | \$ 4,060.60  |
| JBT    | E1              | BHS    | 28228       | Wheel Spacer AL7344  | 10  | \$ 142.10    |
| JBT    | RECEIVING SHELF | BHS    | 28229       | Guide wheel assembly 4 in urethane AL7360-1  | 12  | \$ 176.88    |
| JBT    | I3              | BHS    | 28230       | Washer, thrust BRZ 1-1/8 ID x 1-7/8 OD x 1/8 AL224-0203  | 11  | \$ 60.28     |
| JBT    | I3              | BHS    | 28231       | Hex Cap Screw 1-1/2" AL420-040112  | 67  | \$ 64.32     |
| JBT    | I3              | BHS    | 28232       | Hex Cap Screw 3-3/4" AL420-060334  | 15  | \$ 27.45     |
| JBT    | I3              | BHS    | 28233       | 1/2-13 Steel Nylon Insert Lock Nut AL450-0811  | 10  | \$ 8.10      |
| JBT    | I3              | BHS    | 28234       | 5/8-11 Steel Nylon Insert Lock Nut AL450-0815  | 13  | \$ 10.53     |
| JBT    | I3              | BHS    | 28235       | Spring pin 1/4 Dia x 3/4 AL462-0709  | 10  | \$ 3.90      |
| JBT    | I3              | BHS    | 28236       | Pintle pallet support ASSY 7100 ALU0000016   | 15  | \$ 593.70    |
| JBT    | E1              | BHS    | 28238       | Bushing, SLV composite #BMT182203 ALU0000094   | 5   | \$ 50.15     |
| JBT    | E1              | BHS    | 28239       | Strap mounting clip AL7345   | 5   | \$ 28.95     |
| JBT    | G3              | BHS    | 28242       | Portec belt #875213  | 1   | \$ 4,948.99  |
| JBT    | Z5              | BHS    | 28262       | 4100217 SW LIMIT CW/CCW W/2"CA   | 4   | \$ 1,020.72  |
| JBT    | Z5              | BHS    | 28263       | 4100218 SW LIMIT CW/CCW W/4"CA   | 3   | \$ 913.02    |
| JBT    | J6              | BHS    | 28269       | 68.0020.000-20 Plate, mounting, roller, paddle   | 6   | \$ 234.30    |
| JBT    | Z2              | PBB    | 28739       | 3623768 BLOCK CNTOR 1N/O 10AMP   | 28  | \$ 852.04    |
| JBT    | Z2              | PBB    | 28740       | 4140412 OPER PB TWO BTN 120V   | 6   | \$ 1,095.60  |
| JBT    | Z2              | PBB    | 28741       | 4141077-501 BTN GRN ARROW POINTING UP  | 8   | \$ 131.12    |
| JBT    | Z2              | PBB    | 28742       | 4140468 LENS WHT CAB ROT   | 10  | \$ 159.20    |
| JBT    | Z2              | PBB    | 28743       | 4141079-500 BTN BLU ARROW POINTING UP  | 8   | \$ 85.76     |
| JBT    | Z2              | PBB    | 28747       | 4080830 LT LAMP BULB MINTR .025A24   | 7   | \$ 31.22     |
| JBT    | JBT OFFICE      | PBB    | 28750       | 3722969.2 PLC Memory Card - LAX  | 1   | \$ 1,119.76  |
| JBT    | TOWER           | PBB    | 28750       | 3722969.2 PLC Memory Card - LAX  | 1   | \$ 1,119.76  |
| JBT    | Z3              | BHS    | 28757       | PHOENIX CONTACT. POWER RELAY 24VDC 10MA 1PDT PLUG-IN MINIATURE.                                | 41  | \$ 792.24    |
| JBT    | A10             | BHS    | 28804       | V-BELT COGGED AX34   | 4   | \$ 66.36     |
| JBT    | CAGE            | PBB    | 28805       | 3007223 Vertical Column Pads 1X2 3/4X5(WEAR PLATES)  | 9   | \$ 273.87    |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location        | System | Item Number | Item Description   | Qty   | Total Value  |
|--------|-----------------|--------|-------------|--|-------|--------------|
| JBT    | T6              | PBB    | 28805       | 3007223 Vertical Column Pads 1X2 3/4X5(WEAR PLATES)  | 14    | \$ 426.02    |
| JBT    | CAGE            | PBB    | 28806       | 3007224 PL BRG 1X1 3/8X5. Vertical Colum pads (wear plates)                                  | 4     | \$ 62.81     |
| JBT    | K2              | PBB    | 28806       | 3007224 PL BRG 1X1 3/8X5. Vertical Colum pads (wear plates)                                  | 10    | \$ 157.02    |
| JBT    | T6              | PBB    | 28806       | 3007224 PL BRG 1X1 3/8X5. Vertical Colum pads (wear plates)                                  | 4     | \$ 62.81     |
| JBT    | N1              | PBB    | 28966       | Fluorescent Bulb F32T8 48"   | 3     | \$ 10.52     |
| JBT    | L6              | PBB    | 28967       | VS1442-03SS 3' Starter Piece F/Spiral / Duct Hose Velcro Only                                | 3     | \$ 651.78    |
| JBT    | L3              | PBB    | 28968       | AP1483-90DTA 90 DEGREE ELBOW   | 11    | \$ 4,044.21  |
| JBT    | L9              | PBB    | 28969       | VS1442-10 HOSE, SPIRAL DUCT, VELCRO ONLY / 14"X10" w/ SCUFF                                  | 6     | \$ 2,867.84  |
| JBT    | CAGE            | PBB    | 28970       | 3671568 Bogie Wheel Bearing  | 1     | \$ 2,520.99  |
| JBT    | CAGE            | PBB    | 28971       | 3672512 Bogie Wheel SprocketSPRKT D80B14 1 7/8ID 1/2 KWY                                     | 2     | \$ 249.10    |
| JBT    | K3              | PBB    | 28972       | 3714110 Bogie Wheel Chain80 2R RIV10FT   | 5     | \$ 718.22    |
| JBT    | L6              | PBB    | 29061       | JB741 PCA Gasket. PCA GASKET ONLY  | 19    | \$ 578.17    |
| JBT    | Z4              | PBB    | 29100       | Rectifier for bogie motor  | 1     | \$ 177.78    |
| JBT    | Z10             | PBB    | 2911129     | Circuit Board, IGBT Drive (For JP2) (2911129)  | 4     | \$ 1,175.24  |
| JBT    | K8              | PBB    | 29306       | 2124476 Transducer Pin   | 4     | \$ 220.04    |
| JBT    | A2              | PBB    | 29377       | JB1562 PCA Hose Support  | 2     | \$ 1,533.44  |
| JBT    | J1              | BHS    | 29707       | Baggage Claim LED Boards - BASYS 42LED 219A 30K  | 16    | \$ 3,119.98  |
| JBT    | K1              | PBB    | 29759       | 2132057 PAD CLOS LWR CE GREY STD   | 2     | \$ 451.84    |
| JBT    | M4              | PBB    | 29760       | 3736685.02 Rotunda Rotation Encoder Kit  | 10    | \$ 20,864.00 |
| JBT    | M1              | PBB    | 29761       | 3736686.02 Height Indicator Kittransducer upgrades PBB                                       | 3     | \$ 6,290.69  |
| JBT    | M1              | PBB    | 29762       | 3737455 Wheel Bogie Rotation Encoder Kit   | 4     | \$ 6,981.42  |
| JBT    | F6              | PBB    | 29770       | JB680-101 8" Foot Brake for PCA Hose Reel cart   | 6     | \$ 685.24    |
| JBT    | I1              | PBB    | 29845       | PhotoeyeSensor 42GRP-9002-QD   | 34    | \$ 7,522.13  |
| JBT    | K2              | PBB    | 29959       | 3732018 PBB BEARING ROLLER 3 1/2X1.375 STUD  | 9     | \$ 853.38    |
| JBT    | H6              | PBB    | 29960       | 3734936 BEARING ROLLER 20DX.875 STUD HWY DY  | 9     | \$ 674.28    |
| JBT    | G1              | PBB    | 30009       | 1 7/16" BEARINGCAP SEALMASTER758041ECC-23  | 26    | \$ 310.70    |
| JBT    | G1              | PBB    | 30010       | 1 11/16" BEARING CAP SEALMASTER758043ECC-27  | 30    | \$ 429.66    |
| JBT    | N2              | PBB    | 30095       | CF9DS/841/ECO FLUORESCENT BULB   | 12    | \$ 43.20     |
| JBT    | CAGE            | PBB    | 30097       | PCA FLOW METER   | 1     | \$ 3,745.78  |
| JBT    | Z4              | BHS    | 30152       | Contactore CT350E120E10  | 3     | \$ 1,226.75  |
| JBT    | RECEIVING SHELF | BHS    | 30154       | 68.0020.00-51 Roller, transition   | 11    | \$ 669.65    |
| JBT    | J4              | BHS    | 30169       | 68.0020.000-35 Shell, clamp, rear. All HSD's   | 8     | \$ 805.91    |
| JBT    | J6              | BHS    | 30171       | 68.0020.000-47 key, shaft  | 14    | \$ 312.71    |
| JBT    | J6              | BHS    | 30176       | 68.0020.000-04 Spacer, v-grove, drive pulley, paddle   | 35    | \$ 6,833.05  |
| JBT    | J2              | BHS    | 30181       | 68.0020.000-84 Spacer, drive pulley, paddle. All HSD's                                       | 10    | \$ 390.50    |
| JBT    | J2              | BHS    | 30182       | AL498-8001 Device, shaft locking, B-LOCB-112 50x80. All HSD's. Power lock.50mm x 80mmB121050 | 7     | \$ 1,616.91  |
| JBT    | Z6              | BHS    | 30183       | 620.001973 Sinamics Control Unt, CU320-2 DP HSD's  | 6     | \$ 7,316.44  |
| JBT    | P3              | BHS    | 30241       | Bussman -LPJ-175SP TIME DELAY MELAMINE FUSE  | 12    | \$ 1,087.68  |
| JBT    | CAGE            | PBB    | 30242       | 2125365 PBB TREAD INTERMEDIATE GALVANIZED STEPS  | 3     | \$ 1,570.04  |
| JBT    | K4              | PBB    | 30242       | 2125365 PBB TREAD INTERMEDIATE GALVANIZED STEPS  | 1     | \$ 523.35    |
| JBT    | CAGE            | PBB    | 30536       | BELT 3 PLY MONO PU/PVC POLY CR86 BLK PVC 36"   | 233   | \$ 8,005.88  |
| JBT    | J3              | BHS    | 30537S      | Emergency Stop AB 800T-FXP16RA1 (S)  | 6     | \$ 1,456.42  |
| JBT    | *               | BHS    | 30542S      | PHOTO EYE 42GRU-9202-QD  | 23    | \$ 5,245.84  |
| JBT    | J6              | BHS    | 30622       | HSD Tube Tie Rod 68.0020.001-40  | 24    | \$ 2,118.08  |
| JBT    | CAGE            | BHS    | 30624       | STICKY TOP 36" BELT 2 PLYH POLY CR57 BLK PVC LG X QW AS                                      | 431.5 | \$ 7,198.00  |
| JBT    | F9              | BHS    | 30625       | Timing Belt 1440-8MGT-50   | 8     | \$ 862.68    |
| JBT    | H3              | BHS    | 30626       | Belt Sprocket P36-8M-50-1610   | 7     | \$ 1,198.92  |
| JBT    | Z7              | PBB    | 30637       | AB 25B-D010N104 AC Drive   | 2     | \$ 2,288.14  |
| JBT    | N3              | BHS    | 30638       | LPJ-70SPTIME DELAY FUSE  | 15    | \$ 645.30    |
| JBT    | Z9              | PBB    | 30639       | MTECORP - RL-00402 LINE REACTOR  | 1     | \$ 173.22    |
| JBT    | CAGE            | PBB    | 30731       | 8028554 PBB Handrail Stair 23 Tread Galv   | 1     | \$ 720.28    |
| JBT    | K2              | PBB    | 30732       | 3659081 Cabin Door Latch. LATCH FLUSH BLT MANUAL. Door latch for bridge double doors         | 6     | \$ 225.15    |
| JBT    | K5              | PBB    | 30733       | 7660211 Molding Trim PBB Cabin Door  | 23    | \$ 47.61     |
| JBT    | Z6              | BHS    | 30734       | 68.000245 Sinamics Control Unt, CU320 #6SL3040-0MA00-OAA1                                    | 1     | \$ 2,432.39  |
| JBT    | N4              | BHS    | 30736       | LOW WARNING LIGHT (AMBER)  | 4     | \$ 377.99    |
| JBT    | G4              | BHS    | 30737       | MUN4-04 Portec # 402897 26B33 180 degrees  | 2     | \$ 10,363.62 |
| JBT    | E1              | BHS    | 30738       | Portec belt # 402902. 5363450-10. 48C39-F30. 30 degree                                       | 4     | \$ 5,655.48  |
| JBT    | E3              | BHS    | 30739       | Portec belt # 402904   | 1     | \$ 1,698.86  |
| JBT    | F9              | PBB    | 30895       | 1400-14MGT-55 SYNCHRONOUS BELT   | 6     | \$ 1,319.70  |
| JBT    | A2              | PBB    | 30915       | JB5859-U GPU u-bolts   | 31    | \$ 435.55    |
| JBT    | K5              | PBB    | 30916       | 2129210 PL 3/16X2X1'10 Auto level arm bracket  | 2     | \$ 210.70    |
| JBT    | L5              | PBB    | 30918       | JB738 Replacement gasket with snap on base, PCA GASKETS FOR ALL PBB'S                        | 28    | \$ 1,378.03  |
| JBT    | N1              | BHS    | 32257       | Fluorescent Bulb F30T8/CW T8 30 Watt   | 23    | \$ 57.96     |
| JBT    | N1              | BHS    | 32258       | Ticket Counter Fluorescent Bulb F17T8/835  | 5     | \$ 15.90     |

## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location        | System | Item Number | Item Description  | Qty | Total Value  |
|--------|-----------------|--------|-------------|---|-----|--------------|
| JBT    | Z8              | BHS    | 33010       | A-B 1769-IQ16 I/O MODULE  | 3   | \$ 930.21    |
| JBT    | B2              | BHS    | 33050       | SEW - KT47/ T DRN90L4/MM15/TH 2HP BE2HR7.36:1 REDUCER   | 2   | \$ 6,526.26  |
| JBT    | E5              | PBB    | 33411       | AL257-0139 RETURN ROLLER PC 3-1/2 X 36-7/8 LG 5/8" Hex shaft spring loaded                      | 8   | \$ 1,068.50  |
| JBT    | F10             | BHS    | 33413       | V-BELT Cogged AX80  | 6   | \$ 117.84    |
| JBT    | N2              | PBB    | 33414       | Metal Halide Ballast 175W EX39  | 9   | \$ 708.57    |
| JBT    | Z2              | PBB    | 33415       | PCA VFD Cooling Fan NIDEC M34313-55RA3F. Small cooling fans used 2 rear and 1 front on small 30 | 6   | \$ 516.52    |
| JBT    | Z2              | PBB    | 33568       | 3655933 CA ASSY ETHERNET CAT5   | 1   | \$ 469.39    |
| JBT    | A2              | BHS    | 33656       | Elkay Replacement Filter Cartridge 51299C   | 1   | \$ 101.24    |
| JBT    | H1              | BHS    | 33832       | TAPER LOCK, 2012 BUSHING, 1 3/8" ID   | 2   | \$ 43.12     |
| JBT    | L1              | BHS    | 34069       | EATON 30mm Pilot Light Lens   | 1   | \$ 15.98     |
| JBT    | L1              | BHS    | 34070       | Siemens 30mm Pilot Light Lens   | 1   | \$ 12.29     |
| JBT    | H4              | BHS    | 34093       | Taper Lock Sheave2A8.2B8.6-2517   | 1   | \$ 83.18     |
| JBT    | G5              | BHS    | 34094       | BEARING Flanged 3B 1 7/16 FB-23G  | 40  | \$ 4,404.34  |
| JBT    | H3              | BHS    | 34247       | Sprocket P28-14MGT-55-2012 Timing sprocket TC4-01   | 5   | \$ 697.50    |
| JBT    | *               | BHS    | 34444       | Portec Belt # 716322  | 3   | \$ 11,295.27 |
| JBT    | Z1              | PBB    | 34523       | 2964160 PRGMD INV AC 10HP HITACHI Bogie wheel drive (New upgrade inverter)                      | 1   | \$ 2,221.71  |
| JBT    | Z10             | PBB    | 34524       | Gatebox Under Voltage Board 087-30003-84  | 4   | \$ 1,170.56  |
| JBT    | Z10             | PBB    | 34526       | Dual Output Utilitycircuit boardBoard 087-30003-87  | 2   | \$ 2,335.26  |
| JBT    | Z7              | BHS    | 34527       | 620.000621-HSD CABLE ORANGE 6FX5002-5CS01   | 2   | \$ 847.80    |
| JBT    | Z7              | BHS    | 34528       | 620.000622-HSD CABLE GREEN 6FX5002-2DC10  | 2   | \$ 169.33    |
| JBT    | Z4              | PBB    | 34530       | 3742745 ARM ACTR LIMIT SW SQD   | 16  | \$ 337.12    |
| JBT    | Z4              | PBB    | 34531       | 4100046 ARM ACTR LVR LIMIT SW   | 6   | \$ 168.60    |
| JBT    | Z3              | PBB    | 34536       | AUXILIARY CONTACTOR EMA70   | 3   | \$ 226.56    |
| JBT    | Z4              | PBB    | 34537       | 3705071 JOYSTICK DUAL AXIS PROP 4-20MA  | 4   | \$ 3,937.76  |
| JBT    | K9              | PBB    | 34549       | 4100069 LIMIT SWITCH  | 5   | \$ 1,082.80  |
| JBT    | Z8              | PBB    | 34550       | AB DC RELAY CONTACT MODULE 1769-OW8I  | 1   | \$ 509.20    |
| JBT    | Z8              | PBB    | 34551       | AB NETWORK ADAPTER 1734ACNR   | 1   | \$ 244.64    |
| JBT    | Z9              | PBB    | 34552       | 4150009 BELL VIBRATING 120VAC W/GONG. FOR COMPLETE ASSEMBLY SEE INFOR# 27321. GONG              | 4   | \$ 1,451.48  |
| JBT    | Z10             | PBB    | 34553       | 2952839.01 LOWER VERTICAL DRIVE COLUMN J-BOX CABLE  | 1   | \$ 557.18    |
| JBT    | Z3              | PBB    | 34612       | POWER RELAY 60VAC 10MA 1PDT PLUG-IN MINIATURE   | 62  | \$ 1,712.00  |
| JBT    | Z8              | PBB    | 34613       | OUTPUT MODULE 1769-OB16   | 9   | \$ 3,448.51  |
| JBT    | Z8              | PBB    | 34614       | RELAY OUTPUT 1769-OW16  | 1   | \$ 567.72    |
| JBT    | H4              | PBB    | 34619       | KURIYA PWC Hose 1" ID K3150-16  | 100 | \$ 189.00    |
| JBT    | Z3              | PBB    | 34622       | 2931875.04 KIT CNTOR RPLCMT PLC CON4  | 1   | \$ 372.23    |
| JBT    | Z3              | PBB    | 34623       | 2931875.03 KIT CNTOR RPLCMT PLC CON3  | 3   | \$ 2,071.89  |
| JBT    | Z2              | PBB    | 34624       | 6SL3055-0AA00-4BA0 OPERATOR PANEL   | 2   | \$ 164.82    |
| JBT    | Z2              | BHS    | 34639       | E-Stop Miniature Light Bulb #757  | 72  | \$ 117.36    |
| JBT    | Z4              | BHS    | 34640       | NON-ILLUMINATED SELECTOR SWITCH #HT8JXH1DF1Q1   | 2   | \$ 245.82    |
| JBT    | I8              | BHS    | 34654       | Tubing Tie Rod VSUII 68.0030.104-01 13"   | 6   | \$ 1,854.90  |
| JBT    | I8              | BHS    | 34655       | Tubing Tie Rod VSUII 68.0030.104-02 100"  | 4   | \$ 2,327.01  |
| JBT    | I2              | BHS    | 34658       | VSU PHOTO EYE CABLE #704000D02F200  | 5   | \$ 262.58    |
| JBT    | I7              | BHS    | 34659       | Red Push Button #52PA2G2A   | 10  | \$ 1,428.50  |
| JBT    | I7              | BHS    | 34664       | Attachment locking for pushbutton #52AALE   | 10  | \$ 476.50    |
| JBT    | I6              | BHS    | 34665       | Switch selector 3-position spring-return #52SA2BDBA2 680.000226                                 | 1   | \$ 73.66     |
| JBT    | E6              | PBB    | 34666       | 3676017 Roller, Idle 4" diameter  | 17  | \$ 210.97    |
| JBT    | K3              | BHS    | 34667       | 2135848.01 EQUALIZER CABLE WHEEL PULLER SHAVE BRACKET   | 3   | \$ 1,257.18  |
| JBT    | I2              | BHS    | 34671       | VSU ENCODER # HS25B-P270AJB/8-30  | 7   | \$ 1,432.62  |
| JBT    | F10             | BHS    | 34684       | V-Belt, Cogged 3VX355   | 1   | \$ 26.82     |
| JBT    | F10             | BHS    | 34685       | V-Belt, Cogged AX38   | 1   | \$ 20.17     |
| JBT    | F10             | BHS    | 34686       | V-Belt, Cogged AX56   | 3   | \$ 71.91     |
| JBT    | F10             | BHS    | 34687       | V-Belt, Cogged AX75   | 2   | \$ 46.02     |
| JBT    | F10             | BHS    | 34688       | V-Belt, Cogged AX78   | 6   | \$ 114.24    |
| JBT    | E3              | BHS    | 34689       | SEW Motor KT47/T DRE100L4 BE5HR # 880030023.13.13.001   | 3   | \$ 8,793.21  |
| JBT    | L2              | BHS    | 34693       | 3682033 Spring, Hoist SPR CPRSN .390X2 5/8X.070   | 9   | \$ 33.48     |
| JBT    | E2              | BHS    | 34694       | SEW MOTOR KT67TDV100L4BHG4HR #860072849.11.11.001   | 1   | \$ 1,710.18  |
| JBT    | E2              | BHS    | 34695       | SEW MOTOR KT47 DRN90L4/MM15#87.8270834301.0001  | 2   | \$ 3,993.92  |
| JBT    | RECEIVING SHELF | BHS    | 34704       | HSDII Bumper Assembly 68.0020.001-61  | 23  | \$ 2,953.43  |
| JBT    | RECEIVING SHELF | BHS    | 34705       | Hex Head Cap Screw, M12 x 35 AL420-860035   | 69  | \$ 24.84     |
| JBT    | RECEIVING SHELF | BHS    | 34706       | Nut, Serrated Flange, M12 660.007072  | 69  | \$ 22.77     |
| JBT    | RECEIVING SHELF | BHS    | 34707       | Torque Wrench Extension Tool 68.0020.001-77   | 2   | \$ 308.18    |
| JBT    | RECEIVING SHELF | BHS    | 34709       | Screw, M6 x 20, Class 12.9 620.002984   | 160 | \$ 49.60     |
| JBT    | RECEIVING SHELF | BHS    | 34710       | Screw, M6 x 50, Class 12.9 620.002985   | 160 | \$ 41.60     |
| JBT    | RECEIVING SHELF | BHS    | 34711       | Lock washer, M6, NORD AX320.876983  | 320 | \$ 864.00    |
| JBT    | RECEIVING SHELF | BHS    | 34712       | V-Guide Spacer Block, Alum 68.0020.001-89   | 40  | \$ 2,996.40  |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location        | System | Item Number | Item Description  | Qty | Total Value  |
|--------|-----------------|--------|-------------|---|-----|--------------|
| JBT    | RECEIVING SHELF | BHS    | 34713       | Transient Voltage Surge Suppressor 68.0020.240  | 18  | \$ 3,429.54  |
| JBT    | J8              | BHS    | 34714       | HSDII Bumper Assembly 68.0020.002-01  | 14  | \$ 3,063.90  |
| JBT    | RECEIVING SHELF | BHS    | 34715       | Paddle Crank Arm Clamp Hardware Qty 68.0020.001-37  | 19  | \$ 457.14    |
| JBT    | J3              | BHS    | 34716       | Cable Assy, Control HSD 3.0. Transition side Power Cable Van Der Graaf Motor. All HSD's 68.0021.30  | 2   | \$ 701.00    |
| JBT    | JBT OFFICE      | BHS    | 34718       | (Left Hand) HSD2 Memory Card With Servo Data Loaded 68.0020.300-222                                 | 6   | \$ 2,678.80  |
| JBT    | RECEIVING SHELF | BHS    | 34719       | (Right Hand) HSD2 Memory Card with Servo Data Loaded 68.0020.300-223                                | 1   | \$ 197.35    |
| JBT    | H3              | BHS    | 34793       | 4ALF205A2F PRESSURE BACKFLOW PREVENTER 1"   | 1   | \$ 370.29    |
| JBT    | N5              | BHS    | 34797       | 514315.01 PKL CONDENSATE SYS APC 200-350  | 2   | \$ 2,748.90  |
| JBT    | Z4              | BHS    | 34910       | PBB Camera Monitor STM-704QHDM  | 2   | \$ 1,881.74  |
| JBT    | RECEIVING SHELF | BHS    | 34911       | 3649106 Bogle Wheel Rectifier   | 2   | \$ 570.02    |
| JBT    | RECEIVING SHELF | BHS    | 35256       | AL450-0014 NUT HEX 3/4-10   | 6   | \$ 3.06      |
| JBT    | RECEIVING SHELF | BHS    | 35257       | AL452-0008 WASHER FLAT USS 3/4  | 6   | \$ 2.04      |
| JBT    | RECEIVING SHELF | BHS    | 35258       | AL452-5008 WASHER FLAT SAE 3/4  | 6   | \$ 32.76     |
| JBT    | RECEIVING SHELF | BHS    | 35259       | 68.0030.000-29 SPACER, SHAFT, LOWER CONVEYOR, VSUII   | 6   | \$ 204.72    |
| JBT    | RECEIVING SHELF | BHS    | 35260       | AL454-0013 WSHR LOCK 3/4  | 6   | \$ 1.62      |
| JBT    | RECEIVING SHELF | BHS    | 35261       | AL420-070412 HHCS 3/4-10 X 4-1/2  | 6   | \$ 18.18     |
| JBT    | MX ROOM         | BHS    | 35725       | Transition Rollers 68.0020.000-51   | 10  | \$ 527.60    |
| JBT    | RECEIVING SHELF | BHS    | 35900       | 3650141 AB output module 1769-OB16  | 1   | \$ 1,148.32  |
| JBT    | G2              | BHS    | 35901       | PORTEC 3 BOLT FLANGE BEARING 1-7/16 FB-SC-107   | 16  | \$ 2,168.48  |
| JBT    | MX ROOM         | BHS    | 36008       | 68.0020.000-01 Weldment Assembly  | 2   | \$ 12,057.86 |
| JBT    | CAGE            | PBB    | 36027       | Lower Conveyor Weldment 68.0030.000-03  | 1   | \$ 3,399.16  |
| JBT    | Z2              | PBB    | 36147       | V35132-16LRKF Cooling Fan Rear cooling fans for 50 hp VFD   | 8   | \$ 626.96    |
| JBT    | Z2              | BHS    | 3623739     | RES 1K OHM 3W   | 25  | \$ 65.31     |
| JBT    | MX2             | BHS    | 36313       | DODGE 2 HOLES BEARING WITH GREASE PORT * 065538   | 5   | \$ 772.60    |
| JBT    | E6              | BHS    | 36314       | Support Rollers 4" Diameters by .120 wall x 30" BF Plain  | 5   | \$ 1,688.20  |
| JBT    | MX ROOM         | BHS    | 36315       | Support Rollers 4" Diameters by .120 wall x 36" BF Plain  | 3   | \$ 1,012.92  |
| JBT    | MX ROOM         | BHS    | 36316       | Support Rollers 4" Diameters by .120 wall x 38" BF Plain  | 2   | \$ 675.28    |
| JBT    | MX ROOM         | BHS    | 36317       | Hex Plates 1/4" Thick x 2" Wide Steel 11/16" Hex Hole   | 20  | \$ 940.00    |
| JBT    | G1              | BHS    | 36318       | 1 7/16" Bearing Cap (Dodge 128283)  | 90  | \$ 413.30    |
| JBT    | RECEIVING SHELF | BHS    | 36319       | SHAFT ENCODERS CABLE 10FT   | 5   | \$ 193.15    |
| JBT    | RECEIVING SHELF | BHS    | 36320       | Shaft Encoders Cable 20ft   | 5   | \$ 228.25    |
| JBT    | *               | BHS    | 36805       | SICK- ATR INCREMENTAL ENCODERDFS25A-A2BAE000050   | 2   | \$ 1,045.90  |
| JBT    | Z1              | BHS    | 36806       | SICK- ATR PHOTOEYE SENSOR - WL2000-B5300  | 3   | \$ 693.03    |
| JBT    | *               | BHS    | 36807       | Undervoltage Circuit Board  | 4   | \$ 4,658.84  |
| JBT    | E5              | BHS    | 36808       | VSU End Roller, Galvanized 2- 1/2 Ralps-Pugh #35B9.G56.C82 X 39" BF SL                              | 3   | \$ 776.31    |
| JBT    | *               | BHS    | 36858       | Portec Belt #558707   | 2   | \$ 4,484.12  |
| JBT    | CAGE            | BHS    | 3701935.12  | KIT UPR CSL TO PLC HITACHI WJ200  | 1   | \$ 6,571.50  |
| JBT    | RECEIVING SHELF | BHS    | 3704019     | PUMP CONDENSATE 24 VDC  | 2   | \$ 636.78    |
| JBT    | Q1              | BHS    | 37120       | SIMU 2000774DMI5-30/12 NM Fire Door Motor for ticket counters or shorter than 60". Will not work on | 3   | \$ 808.52    |
| JBT    | A1              | BHS    | 37133       | VSU Photo Eye Cable A/B 889N-F4AF-6F MINI CORD  | 4   | \$ 224.72    |
| JBT    | L3              | BHS    | 37134       | Sypher Lock KABA EE1011/EE1011-26D-41   | 3   | \$ 3,914.37  |
| JBT    | *               | BHS    | 37137       | Fire Door Somfy- LT50 2.5 Round Crown Drive Set   | 2   | \$ 34.22     |
| JBT    | A2              | BHS    | 37137       | Fire Door Somfy- LT50 2.5 Round Crown Drive Set   | 2   | \$ 34.22     |
| JBT    | MX ROOM         | BHS    | 37147       | VSU Eaton- Photo Sensor AL14101RQD03 Photo eye  | 6   | \$ 2,050.80  |
| JBT    | B3              | BHS    | 37182       | SEW motor- KT47 DRN90L4/MM15 19.30:1 ratio SO# 87.8077776302.0001.22.60                             | 2   | \$ 4,956.58  |
| JBT    | N2              | PBB    | 37192       | Ball Valve: 3/4 in Pipe Size, Full, 600 psi CWP Max. Pressure, -60° to 450°F. PWC= POTABLE WATER FI | 2   | \$ 142.86    |
| JBT    | Q1              | BHS    | 37195       | FLEXCO- 18400 UX2S12 UNIBAR-430 Fastener hook. #2 Lacing (Clipper) with bar. 12 inches log          | 10  | \$ 732.70    |
| JBT    | B3              | BHS    | 37267       | SEW- MOTOR KAF47 DRN100LM4 12.19: RATIO   | 4   | \$ 10,245.96 |
| JBT    | *               | BHS    | 37268       | SEW- MOTOR KT67/TDRN100LM4/ BE5HR17:54 RATIO  | 1   | \$ 3,408.41  |
| JBT    | A2              | BHS    | 37268       | SEW- MOTOR KT67/TDRN100LM4/ BE5HR17:54 RATIO  | 1   | \$ 3,408.41  |
| JBT    | N2              | PBB    | 37284       | PWC Swivel: 1 in FNPT, 1 in FNPT, For 1125/1175/1275/SP Reel Series, 4,000 psi Max Op Pressure. 1 i | 3   | \$ 758.76    |
| JBT    | JBT OFFICE      | BHS    | 37300       | HSD SIEMAIRPT - 68.0020.300-214 Programmed Memory Card  | 2   | \$ 4,604.14  |
| JBT    | Z10             | BHS    | 37309       | TCI KDRULF2L Line Reactor 65A 50HP, 3PH 480V  | 1   | \$ 409.04    |
| JBT    | Q1              | BHS    | 37316       | HANNAY P.M motors. PWC reel drive motor. For sprocket see part # 34656                              | 2   | \$ 1,573.24  |
| JBT    | *               | BHS    | 37326       | Simu-2000775-DM15-40NM Tube   | 1   | \$ 874.40    |
| JBT    | Q1              | BHS    | 37327       | Tube motor crown SOMFY - LT50 2.5 Round Crown Drive Set   | 2   | \$ 34.22     |
| JBT    | H2              | BHS    | 37342       | TAPER LOCK TL 2012 1 1/4 SHAFT BUSHINGTC4-01(1-1/4IN BORE2-3/4INOD 1-1/4IN LBTPULLEY                | 6   | \$ 144.81    |
| JBT    | G6              | BHS    | 37417       | 2 BOLT FLANGE BEARING 1 3/16" SFTMH-19T   | 5   | \$ 766.43    |
| JBT    | J6              | BHS    | 37450       | Tube Tie Rod Long 68.0020.001.41  | 5   | \$ 900.15    |
| JBT    | CAGE            | BHS    | 37451       | Tube Tie RodLong 68.002.001.-42   | 1   | \$ 534.46    |
| JBT    | CAGE            | BHS    | 37452       | Bearing Sealmaster 2BPB-45MM AL221-032001   | 4   | \$ 668.20    |
| JBT    | CAGE            | BHS    | 37454       | Bracket Motor Mounting 68.0020.000-41   | 1   | \$ 1,392.93  |
| JBT    | *               | BHS    | 37458       | Bumper Sensing Egde Assy  | 4   | \$ 11,092.16 |
| JBT    | *               | BHS    | 37461       | Raynor HP 10D Tubemotor   | 3   | \$ 5,314.53  |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description   | Qty | Total Value  |
|--------|----------|--------|-------------|--|-----|--------------|
| JBT    | A1       | BHS    | 37462       | Cutler Hammer 1415 1rl 14  | 5   | \$ 1,223.84  |
| JBT    | A1       | BHS    | 37463       | Belting Smooth Top PVC120  | 1   | \$ 4,386.58  |
| JBT    | K6       | BHS    | 37510       | SHOE SH16GAXASSY Spares SP6459 3712777   | 1   | \$ 1,446.80  |
| JBT    | L2       | BHS    | 37515       | AP-574222 PC2400 GPU Cable Strain Relief/ Cable stop   | 4   | \$ 692.96    |
| JBT    | Z10      | PBB    | 37518       | Single OutputMother Board 087-30003-81Gatebox  | 1   | \$ 2,101.15  |
| JBT    | Z10      | PBB    | 37519       | Gatebox Utility Board 087-30003-80   | 1   | \$ 1,439.78  |
| JBT    | Z10      | PBB    | 37520       | Gatebox Over Voltage Board 087-30003-83  | 2   | \$ 2,329.42  |
| JBT    | MX1      | PBB    | 37532       | 2114739 Handrail Tunnel Ramp SST#4 Left side   | 2   | \$ 1,208.00  |
| JBT    | MX1      | PBB    | 37534       | 2114740 Handrail Tunnel Ramp SST#4 Right side  | 1   | \$ 604.00    |
| JBT    | Z2       | PBB    | 37535       | 4140471 LENS WHT VERT DRIVE  | 9   | \$ 126.45    |
| JBT    | E5       | BHS    | 37538       | Portec Roller 680037 23 26B33 27T  | 4   | \$ 4,089.13  |
| JBT    | E5       | BHS    | 37539       | Portec Roller 554918 ER 19X58 3/16FL KWT 27T   | 1   | \$ 274.99    |
| JBT    | Z5       | BHS    | 37542       | Allen Bradley Power Supply 1606-XL24DR   | 1   | \$ 1,748.75  |
| JBT    | B2       | BHS    | 37547       | SEW Motor KT47/DRN100LM4/BE5HR 3HP 11.77 TO 1 RATIO# 87.8261896301.0001.23.60                    | 4   | \$ 17,331.15 |
| JBT    | A1       | BHS    | 37549       | SEW- GEARMOTOR R47 DRN100LM4 23.59:1 RATIO. 87.8229330202.0003.23.60                             | 3   | \$ 3,732.00  |
| JBT    | F6       | BHS    | 37550       | TIMING BELT 1610-14M-55  | 6   | \$ 1,283.52  |
| JBT    | *        | BHS    | 37552       | End Conveyor Bracket 18in 1 11/16 AL9045-H-04-B-39   | 1   | \$ 987.71    |
| JBT    | L2       | BHS    | 37566       | Ferrule 1/8" cable sleeve 1DLD8  | 229 | \$ 174.04    |
| JBT    | L2       | BHS    | 37567       | Ferrule 3/16" cable sleeve 1DLD9   | 57  | \$ 31.92     |
| JBT    | Z10      | PBB    | 37584       | CKT BD MOTHER 7 SLOTS  | 1   | \$ 755.01    |
| JBT    | Z10      | PBB    | 37585       | CKT BD 24PH 120/160/200/312P/N2910472  | 1   | \$ 1,069.89  |
| JBT    | Z10      | PBB    | 37586       | CKT BD BITE 2 480/575V   | 2   | \$ 2,849.12  |
| JBT    | Z10      | PBB    | 37588       | 2911597 CKT BD LOGIC 4   | 2   | \$ 642.64    |
| JBT    | Z10      | PBB    | 37589       | 2910162 CKT BD PWR SPLY ASSY   | 3   | \$ 3,179.82  |
| JBT    | Z10      | PBB    | 37590       | 2311610 CKT BD 12 STEP   | 3   | \$ 1,020.12  |
| JBT    | Z10      | PBB    | 37591       | FUJI-2MBI150U4H-120-50POWER MODULE IGBT BLOCK 150 AMPS1200, SCR MODULES. Obsoleted               | 9   | \$ 2,949.84  |
| JBT    | Z10      | PBB    | 37595       | CKT BD IGBT DR - IGBT CARD -2911693 This is not the scr, card only. For SCR refer to infor#37591 | 9   | \$ 3,186.81  |
| JBT    | Z10      | PBB    | 37596       | CKT BD PARALLEL 2 CARD   | 1   | \$ 490.46    |
| JBT    | E6       | BHS    | 37599       | DRV PUL ASSY AL9950-A-39 FF 6-3/4 X 1-7/16 X39 BGDRIVE ROLLER MERGE CONVEYORS R-25, TC2-         | 2   | \$ 1,225.99  |
| JBT    | G3       | BHS    | 37599       | DRV PUL ASSY AL9950-A-39 FF 6-3/4 X 1-7/16 X39 BGDRIVE ROLLER MERGE CONVEYORS R-25, TC2-         | 2   | \$ 1,225.99  |
| JBT    | H2       | BHS    | 37618       | TAPER BUSHING20121-3/16  | 7   | \$ 2,729.47  |
| JBT    | H3       | BHS    | 37620       | 50BS30-1-3/16ROLLER CHAIN SPROCKET   | 4   | \$ 236.92    |
| JBT    | I6       | BHS    | 37623       | Incremental shaft encoder # RSB-P 125A/J-8-30-10   | 2   | \$ 620.40    |
| JBT    | H5       | BHS    | 37627       | BEARINGCOLLAR2-17B   | 27  | \$ 727.11    |
| JBT    | A2       | BHS    | 37629       | SEW-KT77/T DRN100L4/TH51:18:1RATIO   | 3   | \$ 10,350.15 |
| JBT    | K6       | BHS    | 37630       | SENSOR SLOW DOWN LS BECKHOFF F121447617-2931152.04   | 2   | \$ 994.98    |
| JBT    | K6       | BHS    | 37631       | SENSOR STOP/INTRLK LS FAILSAFE. 2952738-02   | 1   | \$ 485.79    |
| JBT    | K6       | PBB    | 37633       | SENSOR SLOW DOWN RS BECKHOFF. F121448238-2931152.05  | 1   | \$ 485.79    |
| JBT    | K6       | PBB    | 37634       | SNSR STOP/INTLK LS BECKHOFF 2931152.02   | 2   | \$ 994.98    |
| JBT    | K8       | PBB    | 37637       | DOOR CLOSER 45TY74   | 4   | \$ 715.72    |
| JBT    | *        | BHS    | 37640       | ZEBRA LI3608-SR00003V-ZEB scanner gun Manual scanner gun for ME station                          | 1   | \$ 777.19    |
| JBT    | *        | BHS    | 37641       | ZEBRA-LI3600SRKIT scanner gun use for Me station   | 1   | \$ 761.80    |
| JBT    | N2       | PBB    | 37651       | AIRLINX. V1022-02A00. Potable Water, Lavatory, Pneumatic Air Start Couplings                     | 13  | \$ 1,102.57  |
| JBT    | L3       | PBB    | 37653       | 8014478 HOIST SWITCH BLOCK PLATE NYLATRON . PLASTIC PLATE BETWEEN SWITCH AND METAL PL            | 5   | \$ 146.35    |
| JBT    | A1       | BHS    | 37658       | SEW MOTOR DFT90L4BMG2HR88025062.10.10.009EUROMOTOR   | 2   | \$ 5,075.52  |
| JBT    | D6       | BHS    | 37659       | FLEXCO-RL-36 NR.03371ROLLER LACER  | 1   | \$ 2,966.06  |
| JBT    | D6       | BHS    | 37660       | FLEXCO-RL-48 NR. 03372ROLLER LACER48" BELT WIDTH   | 1   | \$ 3,057.57  |
| JBT    | L6       | BHS    | 37667       | JB728-99ADHESIVE FORPCA CONNECTOR GASKET   | 4   | \$ 56.20     |
| JBT    | P3       | BHS    | 37670       | BUSSMAN LPJ-70SP TIME DELAY FUSE   | 11  | \$ 897.49    |
| JBT    | P3       | BHS    | 37672       | Smart spot fuse AJT45  | 5   | \$ 233.35    |
| JBT    | P3       | BHS    | 37673       | Time delay fuse LPJ-40SP   | 5   | \$ 219.55    |
| JBT    | M6       | PBB    | 37675       | JETWAY part # 3701935.12. UPR CSL TO PLC HJTACHI WJ200. Bogie wheel vfd upgrade kit. DO NOT US   | 2   | \$ 14,697.48 |
| JBT    | G6       | BHS    | 37680       | Pillow Block Bearing, Ball,NPMH-24T1-1/2" Bore   | 4   | \$ 190.32    |
| JBT    | Z1       | BHS    | 37687       | LAMP 400W METAL HALDIE W/EX BASEPBB  | 2   | \$ 163.88    |
| JBT    | Z1       | BHS    | 37688       | BLST MULTI-TAP 120/277V3717400,3723457FOR PBB  | 2   | \$ 415.56    |
| JBT    | G6       | BHS    | 37745       | HANGER BARINGSEHB 305TM SXX25MM  | 11  | \$ 4,102.34  |
| JBT    | *        | BHS    | 37754       | Bag Chute Trim- BKW 1850-92TRIM EDGE   | 14  | \$ 557.20    |
| JBT    | N4       | PBB    | 37762       | PWC water filter system  | 2   | \$ 170.28    |
| JBT    | Z3       | BHS    | 37765       | ALLEN BRADLEY 800T-N376RLED REDPUSH BUTTON   | 20  | \$ 1,201.00  |
| JBT    | Q1       | BHS    | 37767       | FLEXCO02598 NY065-C PIN PAK  | 10  | \$ 994.50    |
| JBT    | N2       | BHS    | 37783       | ACDT215BRNVAO-RING1-1/16X1-5/16X1/8 FKM 75 DURO BROWN  | 19  | \$ 19.00     |
| JBT    | G2       | BHS    | 37791       | TAKA UP BARING STMH-27T1-11/16   | 6   | \$ 1,387.80  |
| JBT    | E6       | BHS    | 38471       | SHAFT 1-7/16" X 56-1/2 long with two kwy's one on each side3/8 x 4' long and 3/8"x9' long        | 1   | \$ 601.08    |
| JBT    | H5       | BHS    | 38574       | RfN 4005 NG 35SHRINK DISC - KEYLESS BUSHING Used on SEW motor gearboxesSHRINK DISC W404          | 6   | \$ 1,013.46  |

## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description   | Qty | Total Value  |
|--------|----------|--------|-------------|--|-----|--------------|
| JBT    | Q1       | PBB    | 38588       | COOLING FAN BREAK - PBB3719054379054.21  | 6   | \$ 1,060.50  |
| JBT    | Q1       | BHS    | 38589       | SET SREW FOR COOLLING FAN3719054.20  | 6   | \$ 26.04     |
| JBT    | Q1       | BHS    | 38590       | BOLTCOVER FOR COOLING FAN - PBB  | 50  | \$ 145.00    |
| JBT    | K9       | BHS    | 38627       | CONN CA .310-.560X1/2X90DEG PLSTFOR SWITHC 38635   | 4   | \$ 131.08    |
| JBT    | Z1       | BHS    | 38638       | AL55.001909LOGODM8230R 6ED1055-1FBO0-0BA2  | 1   | \$ 77.46     |
| JBT    | B1       | BHS    | 38639       | SEW R47 DRN90L4ratio 23.59. 87.8255913701.0001.0002.23.60.                                     | 2   | \$ 2,336.56  |
| JBT    | Z10      | BHS    | 38640       | Dual outputmother board087-30003-86  | 1   | \$ 2,452.32  |
| JBT    | I3       | BHS    | 38642       | Allen Bradley 800T-D1 GREEN MUSHROOM HEAD PUSH BUTTON  | 5   | \$ 327.14    |
| JBT    | Z2       | PBB    | 38723       | COOLING FAN ,DC,24, WITH THERMAL SWITCH  | 9   | \$ 1,949.04  |
| JBT    | E6       | BHS    | 39141       | Drive Roller 1 11/16 ShaftAL9955-B-39. DRV PUL ASSY FF 8-3/4 X 1-11/16 X39 BG . R15, MERGE CON | 6   | \$ 5,279.76  |
| JBT    | G2       | BHS    | 39148       | UCFB206-19 1-3/163 BOLT FLANGE BEARING   | 9   | \$ 452.43    |
| JBT    | A2       | BHS    | 39168       | GEARMTR SEW K472HPBRK MM15SIEMENS PART#: AL215E-411003   | 1   | \$ 3,576.06  |
| JBT    | J2       | BHS    | 39169       | BAR SQ CRS 3/8 X 3/8 X6SIEMENS PART#: AL037-037  | 1   | \$ 12.60     |
| JBT    | J2       | BHS    | 39170       | BSHG TL 2517 X 1-1/2SIEMENS PART#: AL260-0720  | 1   | \$ 50.65     |
| JBT    | J2       | BHS    | 39171       | PUL DYNA-SYNC H150 X 48 TEETHSIEMENS PART#: AL234-0548   | 1   | \$ 305.47    |
| JBT    | J2       | BHS    | 39172       | BELT TIMING 420H150SIEMENS PART#: AL272-070420   | 1   | \$ 87.23     |
| JBT    | J2       | BHS    | 39173       | BSHG TL 2012 X1-/4SIEMENS PART#: AL260-0616  | 1   | \$ 42.64     |
| JBT    | J2       | BHS    | 39174       | PUL DYNA-SYNC H150 X 30 TEETHSIEMENS PART: AL234-0530  | 1   | \$ 81.61     |
| JBT    | A4       | PBB    | 39189       | CHILLER ROOM INVETER ORION FANS OA254AP-11-1TB   | 5   | \$ 719.60    |
| JBT    | M1       | PBB    | 39194       | ABB- Soft Starter 68A 50HP 24AC/DC Control   | 2   | \$ 3,743.10  |
| JBT    | M1       | PBB    | 39195       | ABB- Mounting Kit For TF65 Overload Relay  | 3   | \$ 164.02    |
| JBT    | M1       | PBB    | 39196       | ABB-Thermal Overload Relay 57-67A  | 3   | \$ 555.56    |
| JBT    | Z6       | BHS    | 39560       | HSD MODULE, SERVO MOTOR SIEMENNS #620.000616   | 6   | \$ 14,408.88 |
| JBT    | K7       | PBB    | 39576       | 3654258.3 RLR UNIT C TNL SPARES  | 1   | \$ 564.21    |
| JBT    | L8       | PBB    | 39588       | SUPER HOSE SH1483-25   | 1   | \$ 351.17    |
| JBT    | D8       | BHS    | 39596       | SEW Motor KT47 DRN90L4/BE2HR/MM15 MOVIMOT helical- BEVEL GEARMOTOR                             | 1   | \$ 4,383.73  |
| JBT    | A3       | BHS    | 39597       | SEW Motor KT6VT DRN100L4/BE5HR/MM22 MOVIMOT helical- BEVEL GEARMOTOR                           | 1   | \$ 4,926.86  |
| JBT    | G2       | BHS    | 39622       | Martin Sprocket SDS 1 7/16 Bushing Type: SDS BORE:1 7/16IN                                     | 3   | \$ 105.36    |
| JBT    | Z4       | BHS    | 39630       | AXIAL FAN KIT, 4 3/4 IN H, 1 1/2 IN D  | 1   | \$ 50.79     |
| JBT    | G4       | BHS    | 39631       | IDLER ROLLER CHAIN SPROCKET PBB  | 5   | \$ 340.15    |
| JBT    | G3       | BHS    | 39638       | SHAFT 1 7/16 Keyed Full Length Shafting- 60in Nickel Plate                                     | 360 | \$ 1,519.92  |
| JBT    | D7       | BHS    | 39648       | V-Guided Conveyor Belt Mono PVC Grooved Sticktop W: 38- 1/4 L:154" BELT-CONVEYOR, 38-1/4" W    | 2   | \$ 2,458.16  |
| JBT    | E5       | BHS    | 39654       | SHAFT, ROLLER SHAFT / KEYWAY 1 3/16 X 60"  | 5   | \$ 1,949.00  |
| JBT    | E5       | BHS    | 39660       | Interroll 861085 BC-PRT-DR-SFT DRIVE SFT ER 23X50-5/8  | 4   | \$ 1,755.84  |
| JBT    | Q3       | PBB    | 39661       | PCA Hose Cart Caster Wheel   | 10  | \$ 488.62    |
| JBT    | A3       | BHS    | 39662       | Reducer- 26A18H56  | 2   | \$ 3,506.69  |
| JBT    | A3       | BHS    | 39663       | Tigear 2 S- Bush 1-3/16' 23,26 stock TN  | 1   | \$ 197.42    |
| JBT    | E5       | BHS    | 39671       | Interroll 951098 BC-PRT-DRN-SHAFT Drive Shaft ER 23x 41-1/2 ft kwy                             | 2   | \$ 760.88    |
| JBT    | G4       | BHS    | 39672       | INTERROLL 1027281 Sprocket 50B27 23A TF  | 6   | \$ 280.92    |
| JBT    | E5       | BHS    | 39673       | INTERROLL 680086 BC-PRT ERW SG 19 26B33 27T  | 4   | \$ 4,401.28  |
| JBT    | E5       | BHS    | 39674       | INTERROLL 757466 BC-PRT-DR-SHAFT DRIVE SHAFT ER 19 x 50-5/8 FL KWW                             | 4   | \$ 1,755.84  |
| JBT    | E5       | BHS    | 39675       | INTERROLL 950126 BC-PRT-DRN-SHAFT DRIVEN SHAFT ER 19 X 41-1/4-FL KWW                           | 2   | \$ 760.88    |
| JBT    | G4       | BHS    | 39676       | INTERROLL 1027282 sprocket 50B27 19 A TF   | 6   | \$ 280.92    |
| JBT    | K8       | PBB    | 39718       | 3742741 SW LIMIT CW/CCW W/4"CA SQD   | 7   | \$ 2,310.70  |
| JBT    | K8       | PBB    | 39719       | 3742746 ARM ACTR HUB SQD   | 7   | \$ 237.65    |
| JBT    | K8       | PBB    | 39720       | 3737952 A/L WHL W/RBR SQD AUTO LEVEL WHEEL   | 7   | \$ 680.12    |
| JBT    | J4       | BHS    | 39721       | 68.0020.000-34 Shell, clamp, Front. All HSD's  | 4   | \$ 930.36    |
| JBT    | T6       | PBB    | 39731       | 3679249 CHAIN RLR 80-2X73 LK-wheel bogie chain for PBB horizontal drive                        | 2   | \$ 428.42    |
| JBT    | CAGE     | PBB    | 39732       | 2102478 PIN TRUN GRAY -TRUNNION PIN for PBB horizontal drive                                   | 2   | \$ 376.92    |
| JBT    | K3       | PBB    | 39754       | 2137906- GUARD CHAIN UPR COV DR COL LWR WHT ARC  | 5   | \$ 2,563.50  |
| JBT    | K3       | PBB    | 39755       | 3615692- GUARD CHAIN LWR COV DR COL LWR WHT ARCTI  | 6   | \$ 1,783.98  |
| JBT    | Z3       | PBB    | 39804       | 100-C16D10 ALLEN BRADLEY Contactorsfor PCA unit  | 4   | \$ 1,281.76  |
| JBT    | Z8       | BHS    | 39847       | Allen Bradley Input Module 1769-IQ16   | 4   | \$ 1,551.80  |
| JBT    | A3       | BHS    | 39876       | BALDOR EM3558T 2HP 172SRPM 3PH 60Hz 145T 230/460V  | 1   | \$ 879.26    |
| JBT    | K9       | BHS    | 39888       | 3676001 CASTER SWVL 8" Caster Wheels   | 1   | \$ 194.31    |
| JBT    | Z9       | BHS    | 39891       | A /BPLC Cards 1769-IA16INPUT CARD  | 6   | \$ 3,471.00  |
| JBT    | A3       | BHS    | 39904       | SEW 880004551.13.13R57 DRN90L4/BE1HR   | 1   | \$ 2,328.96  |
| JBT    | E6       | BHS    | 39912       | SEW KT47 DRN90L4/MM15 SO# 880254727.10.10.017Gear Ratio: 13.65HP: 2                            | 2   | \$ 6,250.76  |
| JBT    | E2       | BHS    | 39916       | End roller 26B33 F180 SERIAL# 166043-308240-2  | 1   | \$ 4,876.68  |
| JBT    | Z5       | PBB    | 40479       | PCA Power Supply 1606-XLE240E-3, 380-480VAC Three Phase Input, 24-28VDC Output, 240 Watt, 10   | 2   | \$ 1,381.46  |
| JBT    | K3       | BHS    | 40523       | 3616564 SH 16GAX3 1/4X8 GALV   | 6   | \$ 210.72    |
| JBT    | E6       | BHS    | 40556       | 06x38 EC U.H. Pulley W/SDS 1 11/16 WD Bush W/Bolts   | 2   | \$ 1,346.14  |
| JBT    | L8       | PBB    | 40558       | AP1483-90DTA PCA Hose 14" TO 8" Flat Duct 90Degree Tapered Adaptor                             | 6   | \$ 2,233.38  |
| JBT    | L2       | BHS    | 40595       | 2141174.01 CA SLING 2" BALL ASSY   | 1   | \$ 505.68    |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location        | System | Item Number | Item Description   | Qty | Total Value  |
|--------|-----------------|--------|-------------|--|-----|--------------|
| JBT    | L2              | BHS    | 40596       | CA SLING ASSY 40'0   | 1   | \$ 578.26    |
| JBT    | E6              | PBB    | 40601       | 3670361-BSHG FLGE BRZ 3/4IDX1ODX1/2  | 6   | \$ 25.68     |
| JBT    | E6              | PBB    | 40602       | 3670250-BSHG BRZ 1 1/4IDX1 5/8ODX1   | 3   | \$ 42.15     |
| JBT    | E6              | PBB    | 40603       | 3716450-LOCK END NYL CORNELL   | 60  | \$ 490.20    |
| JBT    | B2              | BHS    | 40631       | Motor- KT67/T DRN132S4/BE11HR Helical-bevel gearmotor Speed [r/min] : 1768 / 116Total ratio 15.1 | 2   | \$ 8,772.14  |
| JBT    | *               | PBB    | 40634       | 3006992 CURT CLOS PAD RS FRES GRAY   | 4   | \$ 2,008.68  |
| JBT    | *               | PBB    | 40635       | 3006995 CURT CLOS PAD LS LWR FRES GRAY   | 4   | \$ 884.92    |
| JBT    | M4              | PBB    | 40672       | 3736680 transducers SNSR POSN ROTG 4-20 MA 1 TURN IP67   | 2   | \$ 2,542.44  |
| JBT    | M4              | PBB    | 40673       | 3736681 transducers SNSR POSN ROTG 4-20 MA 16 TURN IP67  | 2   | \$ 2,385.58  |
| JBT    | *               | PBB    | 40683       | CASTER SWVL 8 PCA  | 8   | \$ 393.36    |
| JBT    | L3              | PBB    | 40696       | JB717-CWear Cap Kit # JB717-C  | 5   | \$ 556.05    |
| JBT    | L2              | PBB    | 40697       | JB15161- PCA Duct 'U' Support14" duct  | 5   | \$ 790.15    |
| JBT    | L3              | PBB    | 40698       | JB680-96 Hitch Pin Collar, Hose Reel   | 6   | \$ 112.32    |
| JBT    | L3              | PBB    | 40699       | JB680-110 Hose Reel Hitch Spring   | 6   | \$ 84.30     |
| JBT    | L3              | PBB    | 40700       | JB360- Swivel ASSY PCA Connector   | 8   | \$ 2,294.32  |
| JBT    | A3              | PBB    | 40711       | Baldor EM3615T General Purpose AC Motor 5HP 1750RPM 3PH 60HZ 184T 3642M TEFC F1                  | 2   | \$ 1,641.84  |
| JBT    | Z1              | PBB    | 40713       | 20AD040A0AYNANC0Drive, PowerFlex 70, Adjustable Frquency, 40 Amp, 22 Kilowatt, 30 Horse Power    | 2   | \$ 24,134.56 |
| JBT    | Z3              | PBB    | 40719       | 762XDX3M4L-24D Power Relay/Schneider   | 6   | \$ 130.98    |
| JBT    | Z5              | PBB    | 40721       | 3718287 PWR SPLY 115-230VAC/24VDC 10A  | 3   | \$ 1,639.95  |
| JBT    | CAGE            | BHS    | 40840       | SEW- Break Resistor CPL BW100-003/K1.5   | 3   | \$ 727.44    |
| JBT    | CAGE            | BHS    | 40841       | SEW- Break Resistor CPL BW 100-005/l-1.5   | 3   | \$ 985.38    |
| JBT    | Z3              | PBB    | 4140220     | SWITCH INTERLOCK DOOR 15AMP  | 6   | \$ 674.22    |
| JBT    | A2              | PBB    | 4160258     | PLUG 4 P   | 4   | \$ 70.24     |
| JBT    | RECEIVING SHELF | BHS    | BSHG.10038  | Taper Lock Bush 1610 x 1 1/8, - Dodge P/N#117084   | 2   | \$ 31.90     |
| JBT    | RECEIVING SHELF | BHS    | BSHG.10103  | BSHG.BUSHING DODGE.117080, 1210 X 1 1/8  | 1   | \$ 13.80     |
| JBT    | P3              | BHS    | ELEC.10662  | BUSSMAN LPJ-80SP TIME DELAY FUSE   | 17  | \$ 2,149.14  |
| JBT    | L2              | PBB    | GPU.10144   | GPU ITEM.SIEMENS GPU CABLE RETRIEVER RAISE/LOWER SWITCH (52SA2CDBA2)                             | 10  | \$ 962.80    |
| JBT    | L7              | PBB    | PCA.10185   | PCA.STARTER.HOSE STARTER.SUPER HOSE VELCRO HOSE STARTER.SH1483-03SS.3 FOOT.14"                   | 2   | \$ 374.58    |
| JBT    | L7              | PBB    | PCA.10200   | PCA.ADAPTER.TAPERED ADAPTER FOR SUPER HOSE.VELCRO ONLY (1).SH1483-01                             | 1   | \$ 224.75    |
| JBT    | *               | PBB    | 22224       | 3716699 CURT CAB GALV RS SGL OTHER 125 CORNELI   | 1   | \$ 7,694.06  |
| JBT    | *               | PBB    | 2603647     | FR WHL CRG HVY DY  | 1   | \$ 8,795.55  |
| JBT    | *               | PBB    | 27333       | 2931875.01 KIT CNTOR RPLCMT PLC CON1   | 1   | \$ 479.93    |
| JBT    | *               | PBB    | 27334       | 2931875.02 KIT CONTACTOR REPLACEMENT PLC CON2 Eaton E111A06X3N. For bogie wheel drive in         | 1   | \$ 616.88    |
| JBT    | A2              | PBB    | 27335       | 3742738 SWITCH VERTICAL COLUMNLIMIT EXT D PLUNGER 90DEGDQD                                       | 1   | \$ 458.86    |
| JBT    | A2              | PBB    | 27336       | 3742737SW LIMIT PLUNGER 90DEG SPDTSQD  | 1   | \$ 405.01    |
| JBT    | A2              | PBB    | 27337       | 4100211 SW LIMIT DPDT W/3/4 ENTRY CANOPYRAISE LIMITSWITCHSQD NEW#3742734                         | 1   | \$ 229.42    |
| JBT    | A2              | PBB    | 27338       | 4100213 SW LIMIT 2 STEP. CANOPY LIMIT SWITCH- LOWER LIMIT Square D#3742736                       | 2   | \$ 529.08    |
| JBT    | A2              | PBB    | 29251       | 4100210 Slope and auto level limit Switch new SQD # 3742733                                      | 4   | \$ 866.24    |
| JBT    | *               | PBB    | 29762       | 3737455 Wheel Bogie Rotation Encoder Kit   | 1   | \$ 1,812.02  |
| JBT    | A2              | PBB    | 34530       | 3742745 ARM ACTR LIMIT SW SQD  | 10  | \$ 351.20    |
| JBT    | *               | PBB    | 34623       | 2931875.03 KIT CNTOR RPLCMT PLC CON3   | 1   | \$ 893.14    |
| JBT    | A2              | PBB    | 3742734     | 3742734 SW LIMIT DPDT SQD  | 1   | \$ 229.42    |
| JBT    | A2              | PBB    | 3742744     | ARM ACTR LVR NO ADJ SQD 3742744  | 1   | \$ 15.22     |
| JBT    | *               | PBB    | 37458       | Bumper Sensing Edge Assy   | 1   | \$ 3,368.86  |
| JBT    | *               | PBB    | 37459       | WHL Protection COV W/ HD Tab   | 1   | \$ 327.76    |
| JBT    | C3              | PBB    | 37597       | A/B 1746-1A16 PLC I/O MODULE. PLC INPUT CARD. LOCATED AT T6 RACK A.SLC500 SERIES C100-1          | 6   | \$ 6,643.73  |
| JBT    | C3              | PBB    | 37598       | A/B 1746-0B16 OUTPUT MODULE. PLC OUTPUT CARD LOCATED AT T6 RACK A.                               | 9   | \$ 16,619.67 |
| JBT    | A1              | PBB    | 38709       | TRANSNORM B49-38N5890FC/100BELT FOR TS1500-100,90degree  | 1   | \$ 4,766.58  |
| JBT    | A1              | PBB    | 38710       | TRANSNORM P49-3870/100 DRIVE ROLLER  | 1   | \$ 1,746.03  |
| JBT    | A1              | PBB    | 38711       | TRANSNORM P49-387/100 TAIL ROLLER.   | 1   | \$ 1,387.50  |
| JBT    | A1              | PBB    | 38712       | TRANSNORM 020001UPPER HOLDERTOP ROLLER   | 1   | \$ 35.57     |
| JBT    | A1              | PBB    | 38713       | TRANSNORM 020002 LOWER HOLDERBOTTOM ROLLER   | 1   | \$ 35.57     |
| JBT    | C3              | PBB    | 39379       | Fire Door - 460v, 3 ph. AutoSet FireDoor-T7  | 1   | \$ 3,650.85  |
| JBT    | A2              | PBB    | 39718       | 3742741 SW LIMIT CW/CCW W/4"CA SQD   | 2   | \$ 660.20    |
| JBT    | A2              | PBB    | 39719       | 3742746 ARM ACTR HUB SQD   | 1   | \$ 33.95     |
| JBT    | A2              | PBB    | 39720       | 3737952 A/L WHL W/RBR SQD AUTO LEVEL WHEEL   | 1   | \$ 97.16     |
| JBT    | C3              | PBB    | 39720       | 3737952 A/L WHL W/RBR SQD AUTO LEVEL WHEEL   | 3   | \$ 291.48    |
| JBT    | *               | PBB    | 39761       | 3710752.21 KIT DOOR SWG RH W/WDO 3-HINGE WHT ARCTIC  | 1   | \$ 6,242.57  |
| JBT    | *               | PBB    | 39762       | 3710752.22 KIT DOOR SWG LH W/WDO 3-HINGE WHT ARCTIC  | 1   | \$ 6,634.70  |
| JBT    | A1              | PBB    | 39820       | 3734385 PNL CLG 8X6"11 BR ALUM HD 0004   | 20  | \$ 1,030.20  |
| JBT    | E9              | PBB    | 39843       | Strain relief steel NSN 5935-01-557-3061   | 2   | \$ 838.12    |
| JBT    | C3              | PBB    | 39866       | 2969231.03 A/L ASSY SGL SW CA 120V SQD   | 1   | \$ 5,637.39  |
| JBT    | A2              | PBB    | 39887       | SW LIMIT SPDTSQD #3742735  | 3   | \$ 681.27    |
| JBT    | A2              | PBB    | 4060152     | CONN CA .375-.500X1/2  | 1   | \$ 12.88     |



## Exhibit A-5 LAWA Owned Spare Parts

| Vendor | Location | System | Item Number | Item Description                           | Qty | Total Value |
|--------|----------|--------|-------------|--|-----|-------------|
| JBT    | *        | PBB    | 40705       | 3719275 INV AC 7.5HP HORIZ ATV312HU55N4    | 2   | \$ 5,677.20 |
| JBT    | *        | PBB    | 40706       | 2961505.03CA INV LS PLC SCHNEIDER W/O RES  | 1   | \$ 216.56   |
| JBT    | *        | PBB    | 40707       | 2961505.04 CA INV RS PLC SCHNEIDER W/O RES | 1   | \$ 216.56   |
| JBT    | *        | PBB    | 40708       | 2912373.01 STRAP GND 6 IN JTP2             | 1   | \$ 46.82    |
| JBT    | *        | PBB    | 40709       | 3655927 PWR SPLY 120-240/24VDC 10AMP       | 1   | \$ 536.11   |
| JBT    | E6       | PBB    | 40720       | PCA Fan 9WV1224P1H001                      | 6   | \$ 727.62   |

Total All Parts: **\$ 5,506,997.07**Total TBIT & MSC Vendor: **\$ 4,301,160.62**Total T5/T6 Vendor: **\$ 1,205,836.46**

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## EXHIBIT A-6

### Description of Aeronautical Equipment

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- A. **Baggage Systems:** The baggage systems include inline checked baggage inspection systems (CBIS) in TBIT, TBIT West Gates Concourse, T1.5, and T5, and outbound baggage sortation and make-up systems, and inbound baggage claim systems with oversize and odd size claim systems. A combination of conventional conveyor baggage systems at T5, T1.5, and a hybrid conventional conveyor system for baggage induction/bag screening, and Individual Carrier System (ICS) and Early Bag Storage (EBS) for sortation at TBIT/TBIT West Gates Concourse.

The varying outbound conventional conveyor baggage systems are composed of a series of conveyors that transfer departing passenger bags, packages, parcels, and other items from ticket counters, and in TBIT onto the ICS system to make up devices in the TBIT West Gates Concourse and the TBIT North Baggage Handling System (NBHS). The inbound baggage claim system consists of claim devices with dedicated input and feed conveyors, including in TBIT ten (10) sloped plate international claim devices, one (1) flat plate inbound domestic, one (1) slope plate interline domestic, and transport conveyors for inbound bags from the ramp level to claim devices located in the U.S. Custom & Border Protection area in the TBIT arrival hall. There are four (4) sloped plate claim devices at T5 that transport inbound bags from ramp level to the domestic arrivals area, and three (3) sloped plate claim devices at T6/T7 FIS facility that transport inbound bags from ramp level to the international FIS facility.

- B. **Interline Baggage Carousel:** A TBIT outbound interline baggage makeup carousel that is located between TBIT and Terminal 4 on the ramp level.
- C. **Passenger Boarding Bridges (PBB) and Related Equipment:** Terminal gates are comprised from One to three passenger boarding bridges. TBIT consists of 53 jetway PBBs at 19 contact gate positions with corresponding related equipment Potable Water Cabinet (PWC), Ramp Safety Management System (RSMS), Visual Docking Guidance System (VDGS), Ground Power Unit (GPU), and Precondition Air (PCA). TBIT West Gates Concourse consists of 27 Thyssen Krupp PBBs at 12 gates with related equipment PWC, RSMS, Visual Docking Guidance System (VDGS), GPU, and PCA. T5 consists of 15 jetway PBBs at 15 gates with related equipment PWC, GPU, and PCA. T6 has 4 Jetway PBBs with related equipment PWC, GPU, and PCA. There are 9 hardstands at the far west end of the airport and 10 PBBs that are used with remote bussing from any terminal that requires overflow during peak times or irregular operations.
- D. **Visual Docking Guidance System (VDGS):** The VDGS system includes an ADB Safegate Gate Operating System (GOS) and a Safe Advanced VDGS at each aircraft parking position at TBIT and TBIT West Gates Concourse. These systems and components interphase with a SITA Resource Management System and the corresponding PBB.
- E. **Preconditioned Air System:** The PCA system at each terminal varies with a central chiller cooling system at TBIT and T5, and standalone point of service units at TBIT West Gates Concourse. The PCA units at TBIT and T5 are Air Handling Units (AHU) manufactured by

Jetaire®. The PCA point of service units at TBIT West Gates Concourse are manufactured by Twist Aero. In addition to the air handling unit or compressor refrigeration unit, the respective terminal systems include flexible ducting, temperature controls, insulation, and system monitoring.

- F. **Ground Power (400Hz) System:** This system provides 400 Hz power for aircraft access at passenger boarding bridges. The varying systems across the CU terminals include a central dual inverter system at T5, gate boxes, fixed ground power units, motor generator sets, conduit & cabling at/to each boarding bridge, disconnect switches, exterior cabling with aircraft jacks, cable hoists, and system status monitoring.
- G. **Potable Water Cabinets:** Potable water filling cabinets are provided to serve each aircraft parking position and provide domestic water to the aircraft. Maintenance services to these cabinets include repairs, sanitation, and potable water testing protocols. The cabinets are comprised of a backflow device, bronze/stainless piping, reel, reel motor, electrical wiring, lights and switches, hose, and a dispensing nozzle. Each backflow device must be certified yearly and water quality testing must be conducted per pertinent potable water regulations and requirements, including but not limited, from the California Department of Health, the Food and Drug Administration (FDA) and the International Air Transport Administration (IATA).
- H. **Dual Port Electric Fleet Charging Stations:** Gates are supported with electric ground service equipment (eGSE) dual port charging stations manufactured by either Altus II MINIT or PosiCharge™ Intelligent Fast Charging systems. Charger configurations include opportunity and long-term deep cycle battery charging.
- I. **Hydrant Fuel Systems:** They Hydrant Fueling Systems at T5 and TBIT West Gates concourse consists of hydrant pits, each equipped with a 6" quick disconnect Carter valve, low point drains, high point vents, isolation valves, emergency fuel shut offs, surge absorbers, main electrical panel, and a main motor operated valve that controls fuel flow supplied from the LAXFUEL fuel storage facility. Maintenance must be in accordance with the Air Transport Association of America, Inc. Specification 103 (ATA 103).
- J. **Other Aeronautical Equipment:** In addition to the above equipment, LAWA reserves the right to add other types of equipment, systems or support services at its sole discretion for the safe and efficient operation of the facilities.

The varying equipment systems herein include computer and network hardware, software, controls, mechanical equipment, monitoring operational and safety systems, troubleshooting and specialty tools, equipment including lifts and trucks, and various electronic and paper maintenance and operational manuals.



## EXHIBIT A-7

### LAWA Information Security Requirements

The term 'Information Systems Security' reference in this section refers to an application or operating systems software and hardware to host any component of this proposed solution. Internet access provided by Selected Contractor can terminate at LAWA network perimeter. LAWA will provide transit connection between Selected Contractors Internet Service Provider (ISP) to internally managed systems. The Selected Contractor shall incorporate security best practices and meet a standard of due care to support the security policy of Los Angeles World Airports and shall abide by the following requirements:

- A. **Security Controls:** Selected Contractor shall be responsible for configuring security controls to provide individual accountability, audit ability, and separation of duties. Security controls must be consistent with industry best practices, including but not limited to the following:
- Authentication requirements for access to sensitive data and privileged functions.
  - Ensure the latest operating system patches have been applied to all components.
  - Ensure the latest security-related patches have been applied to all components.
  - Run only services required to meet desired functionality (disable unused services).
  - Identify and enable required TCP/UDP ports and disable other TCP/UDP ports when applicable.
  - Log all security related events including unauthorized attempts to access privileged services.
  - For data encryption. Symmetric cryptosystem key lengths must be at least 128 bits. Asymmetric crypto-system keys must be of a length that yields equivalent strength.
- B. **Security Design & Review:**
- Selected Contractor shall submit a network diagram for approval by LAWA IT Security.
  - Selected Contractor shall submit an application flow diagram for approval by LAWA IT Security.
  - Selected Contractor shall be required to show that the network and/or application flow design conforms to security best practices.
- C. **Documentation:** The selected Contractor shall provide a security plan that include, but is not limited to:
- An overview of the information system security posture.
  - Technical details regarding information system implementation strategy, documentation or guidelines that vendor follows to implement and deliver the information system.
  - Technical details regarding security strategy - patches applied, operating system hardening steps, services enabled/disabled, TCP/UDP ports opened/closed, authentication requirements, etc.
  - Any deviations from the security best practices shall be documented by the Selected Contractor and must be approved by LAWA IT Security.

- D. **Security Assessment:** Selected Contractor shall conduct a security risk assessment (ISO/IEC 27001 and 27005) prior to deployment to ensure appropriate security controls have been designed and implemented. LAWA IT Security, or a third party representing LAWA, shall conduct a security risk assessment prior to final user acceptance, and semi-annually.
- E. **Security Issue(s) Remediation:** Provision for remediation of security issues as requested by LAWA:
- The Selected Contractor must immediately remediate vulnerabilities and high-priority security issues identified during a security review or assessment.
  - The Selected Contractor shall be responsible to remediate high and medium risk level issues within a reasonable timeframe. If the remediation affects the functionality of the system, LAWA IT Security may grant an exception depending on the risk level or use other external security methods to mitigate the risk.

Additional security assessment may be performed after remediation for verification purposes at the discretion of LAWA IT Security.

- F. **Cloud Security – Software as a Service (SaaS):** SaaS provides LAWA client the capability to use the provider's applications running on a cloud infrastructure. LAWA does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage with the possible exception of limited user-specific application configuration settings. Requirements for Cloud Provider:
- Must be SSAE 16 SOC1/SOC2 or ISO 27001/27002 compliant on all hosting facilities; and provide compliance audit report semi-annually.
  - Ability to provide regulations & compliance control solution.
  - Ability to provide identity management solution (such as active directory Integration, multi-factor authentication, cloud access security broker (CASB), and single sign-on).
  - Ability to provide data access control solution.
  - Ability to detect and block unauthorized/malicious traffic on the network (such as botnet/malware, SQL injection, cross-site scripting, denial-of-service, etc.)
  - Ability to provide data protection/encryption/segregation solution.
  - Ability to provide anti-virus and patch management solution.
  - Ability to provide key management solution
  - Ability to provide business continuity and disaster recovery solution (such as alternate site, backup/recovery procedure, recovery point objective, recovery time objective).
  - Ability to provide security incident response solution.
  - Ability to response and provide immediate notification to LAWA on all security breaches, system failure, and network outages.
  - Ability to provide LIVE application/data security feeds to LAWA.
  - Ability to provide service level agreements on reliability, availability, performance, customer support, and penalties.
  - Ability to provide data retrieve/removal solution when contract terminates.
  - Data processed and stored must be done in the continental United States.

- Internet access provided by Selected Contractor can terminate at LAWA network perimeter. LAWA will provide transit connection between Selected Contractors ISP to internally managed systems.

G. **Vendor Hosted Systems Service Provider:** Vendor Hosted system services are those services where LAWA does not manage or control daily operations, application or system services, infrastructure, network, servers, operating systems, or storage. Requirements for Vendor Hosted system services:

- Must follow industry best practice security standards when providing Industrial Control Systems.
- Must ensure PCI DSS compliance when dealing with payment cards and PII.
- Ability to provide regulations & compliance control solution.
- Ability to provide identity management solution (such as active directory Integration, Multi-Factor Authentication, single sign-on).
- Ability to provide data access control solution.
- Ability to detect and block unauthorized/malicious traffic on the network (such as botnet/malware, SQL injection, cross-site scripting, denial-of-service, etc.)
- Ability to provide data protection/encryption/segregation solution.
- Ability to provide anti-virus and patch management solution.
- Ability to provide key management solution
- Ability to provide business continuity and disaster recovery solution (such as alternate site, backup/recovery procedure, recovery point objective, recovery time objective).
- Ability to provide security incident response solution.
- Ability to response and provide immediate notification to LAWA on all security breaches, system failure, and network outages.
- Ability to provide LIVE application/data security feeds to LAWA.
- Ability to provide service level agreements on reliability, availability, performance, customer support, and penalties.
- Ability to provide data retrieve/removal solution when contract terminates.
- Data processed and stored must be done in the continental United States.
- Internet access provided by Selected Contractor can terminate at LAWA network perimeter. LAWA will provide transit connection between Selected Contractors ISP to internally managed systems.

H. **Revision History:**

| Version | Summary of Changes                               | Author                         | Date       |
|---------|--|--------------------------------|------------|
| 1.0     | Initial Release                                  | Office of Information Security | 5/18/2020  |
| 1.1     | Minor modification to correct grammatical errors | Office of Information Security | 7/10/2020  |
| 1.2     | Added Section F and G                            | Office of Information Security | 10/28/2020 |
| 1.3     | Modified Section F and G                         | Office of Information Security | 2/3/2022   |



**Exhibit A-8  
Contractor's Cost Proposal**

**COST PROPOSAL FOR:**

**Management and Oversight of Common Use Facilities, Equipment, and Services for Los Angeles World Airports (LAWA)**

**Contractor's Name** Tom Bradley International Terminal Equipment Company, dba LAXTEC

**Required Onsite Staffing and Expertise for Aeronautical Equipment Labor Costs**

The following are the fully burdened salary/hourly rates including employee benefits, overhead, and profit for the various proposed position types and the calculated annual labor budget for the Required Onsite Staffing and Expertise for Aeronautical Equipment outlined in Attachment 1 of this RFP. (Please fill out only the cells shaded in blue)

| Proposed Staffing Physical Head Count (PHC)   | Position Titles                       | Contract Term        |                       |                                    |                        |                        |                        |                        |
|---|---------------------------------------|----------------------|-----------------------|------------------------------------|------------------------|------------------------|------------------------|------------------------|
|   |                                       | Year 1               |                       |                                    | Year 2                 | Year 3                 | Year 4                 | Year 5                 |
| A. Contractor Senior Leadership and Administration of Services - (Administration Staff) |                                       | Billable Hourly Rate | Annual Salary (1 PHC) | Annual Salary (Total Proposed PHC) | Annual Salary (Year 2) | Annual Salary (Year 3) | Annual Salary (Year 4) | Annual Salary (Year 5) |
| 1   | Managing Director                     | \$ 156.63            | \$ 325,791            | \$ 325,791                         | \$ 342,081             | \$ 359,185             | \$ 377,144             | \$ 396,001             |
| 2   | Director of Operations                | \$ 128.94            | \$ 268,189            | \$ 536,378                         | \$ 563,197             | \$ 591,357             | \$ 620,925             | \$ 651,971             |
| 1   | Controller                            | \$ 103.52            | \$ 215,324            | \$ 215,324                         | \$ 226,090             | \$ 237,395             | \$ 249,264             | \$ 261,728             |
| 1   | Bookkeeper                            | \$ 74.56             | \$ 155,094            | \$ 155,094                         | \$ 162,849             | \$ 170,991             | \$ 179,541             | \$ 188,518             |
| 1   | Procurement & Contract Compliance Mgr | \$ 75.50             | \$ 157,039            | \$ 157,039                         | \$ 164,891             | \$ 173,135             | \$ 181,792             | \$ 190,882             |
| 1   | Administrative Assistant              | \$ 59.69             | \$ 124,151            | \$ 124,151                         | \$ 130,359             | \$ 136,876             | \$ 143,720             | \$ 150,906             |
| 1   | Process Engineer & Safety Manager     | \$ 78.62             | \$ 163,523            | \$ 163,523                         | \$ 171,699             | \$ 180,284             | \$ 189,298             | \$ 198,763             |
| 1   | Project Manager                       | \$ 75.50             | \$ 157,039            | \$ 157,039                         | \$ 164,891             | \$ 173,135             | \$ 181,792             | \$ 190,882             |
| 1   | IT Manager                            | \$ 76.92             | \$ 160,000            | \$ 160,000                         | \$ 168,000             | \$ 176,400             | \$ 185,220             | \$ 194,481             |
| 1   | Executive Director                    | \$ 165.87            | \$ 345,000            | \$ 345,000                         | \$ 362,250             | \$ 380,363             | \$ 399,381             | \$ 419,350             |

**Notes:**

(1) -Year 1 Rates above are provided for the 2024 - 2025 Fiscal Year.

(2) -

|   |                           |                             |                                  |   |                               |                               |                               |                               |
|---|---------------------------|-----------------------------|----------------------------------|---|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| <b>B. Management of Day-to-Day Operations (Operational Staff)</b> |                           | <b>Billable Hourly Rate</b> | <b>Annual Salary (For 1 PHC)</b> | <b>Annual Salary (Total Proposed PHC)</b> | <b>Annual Salary (Year 2)</b> | <b>Annual Salary (Year 3)</b> | <b>Annual Salary (Year 4)</b> | <b>Annual Salary (Year 5)</b> |
| 1   | ARCC Manager              | \$ 83.29                    | \$ 173,247                       | \$ 173,247                                | \$ 181,909                    | \$ 191,005                    | \$ 200,555                    | \$ 210,583                    |
| 3   | ARCC Managers On Duty     | \$ 64.25                    | \$ 133,630                       | \$ 400,889                                | \$ 420,933                    | \$ 441,980                    | \$ 464,079                    | \$ 487,283                    |
| 3   | Terminal Manager          | \$ 87.34                    | \$ 181,675                       | \$ 545,026                                | \$ 572,277                    | \$ 600,891                    | \$ 630,936                    | \$ 662,483                    |
| 16  | Duty Manager              | \$ 67.50                    | \$ 140,400                       | \$ 2,246,406                              | \$ 2,358,726                  | \$ 2,476,663                  | \$ 2,600,496                  | \$ 2,730,521                  |
| 1   | Administrative Supervisor | \$ 46.67                    | \$ 97,068                        | \$ 97,068                                 | \$ 101,921                    | \$ 107,017                    | \$ 112,368                    | \$ 117,987                    |
| 4.2   | Gating Agent              | \$ 39.83                    | \$ 82,850                        | \$ 347,970                                | \$ 365,369                    | \$ 383,637                    | \$ 402,819                    | \$ 422,960                    |
| 4.2   | Dispatcher                | \$ 39.83                    | \$ 82,850                        | \$ 347,970                                | \$ 365,369                    | \$ 383,637                    | \$ 402,819                    | \$ 422,960                    |
|   |                           |                             |                                  | \$ -                                      | \$ -                          | \$ -                          | \$ -                          | \$ -                          |
|   |                           |                             |                                  | \$ -                                      | \$ -                          | \$ -                          | \$ -                          | \$ -                          |
|   |                           |                             |                                  | \$ -                                      | \$ -                          | \$ -                          | \$ -                          | \$ -                          |

**Notes:**

(1) -Year 1 Rates above are provided for the 2024 - 2025 Fiscal Year.

(2) -

|  |                    |                             |                                  |   |                               |                               |                               |                               |
|--|--------------------|-----------------------------|----------------------------------|---|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| <b>C. Management and Oversight of Aeronautical Equipment (Equipment Staff)</b> |                    | <b>Billable Hourly Rate</b> | <b>Annual Salary (For 1 PHC)</b> | <b>Annual Salary (Total Proposed PHC)</b> | <b>Annual Salary (Year 2)</b> | <b>Annual Salary (Year 3)</b> | <b>Annual Salary (Year 4)</b> | <b>Annual Salary (Year 5)</b> |
| 2  | Equipment SMEs     | \$ 87.97                    | \$ 182,972                       | \$ 365,944                                | \$ 384,241                    | \$ 403,453                    | \$ 423,626                    | \$ 444,807                    |
| 2  | Equipment Managers | \$ 72.38                    | \$ 150,557                       | \$ 301,113                                | \$ 316,169                    | \$ 331,977                    | \$ 348,576                    | \$ 366,005                    |
|  |                    |                             |                                  | \$ -                                      | \$ -                          | \$ -                          | \$ -                          | \$ -                          |
|  |                    |                             |                                  | \$ -                                      | \$ -                          | \$ -                          | \$ -                          | \$ -                          |
|  |                    |                             |                                  | \$ -                                      | \$ -                          | \$ -                          | \$ -                          | \$ -                          |
|  |                    |                             |                                  | \$ -                                      | \$ -                          | \$ -                          | \$ -                          | \$ -                          |
|  |                    |                             |                                  | \$ -                                      | \$ -                          | \$ -                          | \$ -                          | \$ -                          |
|  |                    |                             |                                  | \$ -                                      | \$ -                          | \$ -                          | \$ -                          | \$ -                          |
|  |                    |                             |                                  | \$ -                                      | \$ -                          | \$ -                          | \$ -                          | \$ -                          |

**Notes:**

(1) -Year 1 Rates above are provided for the 2024 - 2025 Fiscal Year.

(2) -

|   |                        |                        |                        |                        |                        |
|---|------------------------|------------------------|------------------------|------------------------|------------------------|
| <b>Annual Labor Budget (Base Year)</b>                  | <b>\$ 7,164,972.00</b> | <b>\$ 7,523,220.60</b> | <b>\$ 7,899,381.63</b> | <b>\$ 8,294,350.71</b> | <b>\$ 8,709,068.25</b> |
| <b>Annual price adjustment from Base Year (if any):</b> | <b>Base Year</b>       | <b>5.0%</b>            | <b>5.0%</b>            | <b>5.0%</b>            | <b>5.0%</b>            |

**Notes:**

(1) -

(2) -

**Non-Labor Reimbursable Expenses**

LAWA will reimburse the Contractor for approved non-labor overhead expenses (Overhead Expenses) directly related to the management and oversight of the Common Use Services as outlined in this RFP. Please use the table below to estimate your Overhead Expenses for the first year of the contract term. Overhead Expenses for each subsequent 12 month period will be established using an annual budget and prior year reconciliation process, where the Contractor will submit, to the LAWA Contract Administrator or designee, a draft budget 180 days ahead of the end of the Contract year that will be reviewed by LAWA, further modified by the Contractor to address any comments, and approved by LAWA. In addition, the actual Overhead Expenses for the first contract year and subsequent years, will be reconciled to the budget by LAWA, and variances will be corrected by adjusting the following year's overhead expense amount. Overhead Expenses will be defined as the reasonable general and administrative costs directly related to the services outlined in this RFP including, but not limited to, office equipment purchases/repair, office supplies, office utilities, IT service/repair, locks/keys, postage, software, permits, licenses, professional accounting and auditing services, professional legal services (excluding any litigation costs against the City or other extraordinary legal costs), taxes, fees (including financial fees), equipment leases, operational mobile devices/services, insurance premiums, and personal protective equipment.

### Contractor's Cost Proposal

**COST PROPOSAL FOR:**

## Management and Oversight of Common Use Facilities, Equipment, and Services for Los Angeles World Airports (LAWA)

**Note:** The cost for office space is considered Overhead Expenses, but does not need to be included in your Overhead Expense estimate for Year 1. LAWA will assign the office space to the Contractor. The Contractor will lease the assigned office space from LAWA, and LAWA will reimburse expenses to the Contractor through the Overhead Expenses monthly billing cycle.

| Overhead Expenses Description                            | Contract Term                             |                          |                          |                          |                          |  |
|--|---|--------------------------|--------------------------|--------------------------|--------------------------|--|
|  | Year 1<br>(Estimated Annual Budget Costs) | Year 2<br>(Annual costs) | Year 3<br>(Annual costs) | Year 4<br>(Annual costs) | Year 5<br>(Annual costs) |  |
| Office equipment purchases/repair                        | \$ 15,000.00                              | \$ 15,000.00             | \$ 15,000.00             | \$ 15,000.00             | \$ 15,000.00             |  |
| Office supplies  | \$ 6,750.00                               | \$ 7,087.50              | \$ 7,441.88              | \$ 7,813.97              | \$ 8,204.67              |  |
| Office utilities   | \$ 40,250.00                              | \$ 41,658.75             | \$ 43,116.81             | \$ 44,625.89             | \$ 46,187.80             |  |
| IT service/repair  | \$ 105,000.00                             | \$ 105,000.00            | \$ 105,000.00            | \$ 105,000.00            | \$ 105,000.00            |  |
| Locks/keys   | \$ 2,000.00                               | \$ 2,000.00              | \$ 2,000.00              | \$ 2,000.00              | \$ 2,000.00              |  |
| Postage  | \$ 3,000.00                               | \$ 3,000.00              | \$ 3,000.00              | \$ 3,000.00              | \$ 3,000.00              |  |
| Software   | \$ 62,750.00                              | \$ 64,946.25             | \$ 67,219.37             | \$ 69,572.05             | \$ 72,007.07             |  |
| Permits  | \$ 500.00                                 | \$ 500.00                | \$ 500.00                | \$ 500.00                | \$ 500.00                |  |
| Licenses   | \$ 500.00                                 | \$ 500.00                | \$ 500.00                | \$ 500.00                | \$ 500.00                |  |
| Professional accounting and auditing services            | \$ 150,000.00                             | \$ 150,000.00            | \$ 150,000.00            | \$ 150,000.00            | \$ 150,000.00            |  |
| Professional legal services                              | \$ 130,000.00                             | \$ 130,000.00            | \$ 130,000.00            | \$ 130,000.00            | \$ 130,000.00            |  |
| Taxes  | \$ -                                      | \$ -                     | \$ -                     | \$ -                     | \$ -                     |  |
| Fees (including financial fees)                          | \$ 65,000.00                              | \$ 65,000.00             | \$ 65,000.00             | \$ 65,000.00             | \$ 65,000.00             |  |
| Equipment leases   | \$ 35,400.00                              | \$ 36,816.00             | \$ 38,288.64             | \$ 39,820.19             | \$ 41,412.99             |  |
| Operational mobile devices/services                      | \$ 43,500.00                              | \$ 43,500.00             | \$ 43,500.00             | \$ 43,500.00             | \$ 43,500.00             |  |
| Insurance premiums                                       | \$ 221,000.00                             | \$ 243,100.00            | \$ 267,410.00            | \$ 294,151.00            | \$ 323,566.10            |  |
| Personal protective equipment                            | \$ 2,000.00                               | \$ 2,000.00              | \$ 2,000.00              | \$ 2,000.00              | \$ 2,000.00              |  |
| Other  | \$ 25,000.00                              | \$ 25,000.00             | \$ 25,000.00             | \$ 25,000.00             | \$ 25,000.00             |  |
|  | \$ 907,650.00                             | \$ 935,108.50            | \$ 964,976.69            | \$997,483.10             | \$1,032,878.63           |  |
| Annual average price adjustment from Base Year (if any): | Base Year                                 | 3.03%                    | 3.19%                    | 3.37%                    | 3.55%                    |  |

**Notes:**

- (1) - Insurance Includes Pollution, Auto, Property, D&O, Equipment Breakdown, and Aviation General Liability; (2) - No LAWA Rent Included; (3) - Utilities includes voice, data, fiber, connectivity for Terminal 5.  
(4) - Software includes Accounting, OAG, Power BI, Flight Radar, and Office Productivity Software (no CMMS software); (5) - Professional Accounting Services includes accounting, audit, tax services.

**Other Costs and Fees (if any)**

Please use the table below to enter any proposed additional costs, like mobilization/start up, profit, management fees, etc. (Please fill out only the cells shaded in blue)

| Other Costs and Fees (if any)                            | Base Term |        |        |        |        |   |
|--|-----------|--------|--------|--------|--------|---|
|  | Year 1    | Year 2 | Year 3 | Year 4 | Year 5 |   |
| Mobilization/Start -Up (if any):                         | \$ -      | \$ -   | \$ -   | \$ -   | \$ -   | - |
| Other (if any):  | \$ -      | \$ -   | \$ -   | \$ -   | \$ -   | - |
| Other (if any):  | \$ -      | \$ -   | \$ -   | \$ -   | \$ -   | - |
| Other (if any):  | \$ -      | \$ -   | \$ -   | \$ -   | \$ -   | - |
| Other (if any):  | \$ -      | \$ -   | \$ -   | \$ -   | \$ -   | - |
| Other (if any):  | \$ -      | \$ -   | \$ -   | \$ -   | \$ -   | - |
| Other (if any):  | \$ -      | \$ -   | \$ -   | \$ -   | \$ -   | - |
| Other (if any):  | \$ -      | \$ -   | \$ -   | \$ -   | \$ -   | - |
| Other (if any):  | \$ -      | \$ -   | \$ -   | \$ -   | \$ -   | - |
| Other (if any):  | \$ -      | \$ -   | \$ -   | \$ -   | \$ -   | - |
| Other (if any):  | \$ -      | \$ -   | \$ -   | \$ -   | \$ -   | - |
| Other (if any):  | \$ -      | \$ -   | \$ -   | \$ -   | \$ -   | - |
| Other (if any):  | \$ -      | \$ -   | \$ -   | \$ -   | \$ -   | - |
| Other (if any):  | \$ -      | \$ -   | \$ -   | \$ -   | \$ -   | - |
| Annual average price adjustment from Base Year (if any): | Base Year |        |        |        |        |   |

**Notes:**

- (1) -  
(2) -

| Total Annual Contract Cost | Base Term       |                 |                 |                 |                 |
|----------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
|                            | Year 1          | Year 2          | Year 3          | Year 4          | Year 5          |
|                            | \$ 8,072,622.00 | \$ 8,458,329.10 | \$ 8,864,358.32 | \$ 9,291,833.81 | \$ 9,741,946.88 |



**EXHIBIT A-9**  
**EQUIPMENT ACCESS AGREEMENT**

TOM BRADLEY INTERNATIONAL TERMINAL EQUIPMENT COMPANY, INC.  
EQUIPMENT ACCESS AGREEMENT  
**(March 2021)**

This Equipment Access Agreement is made and entered into as of March 4, 2021, by and between Tom Bradley International Terminal Equipment Company, Inc., a California non-profit mutual benefit corporation ("TBITEC") and \_\_\_\_\_, a STATE Corporation, ("Handler").

WHEREAS, City (as defined below) owns and operates the Tom Bradley International Terminal ("TBIT"), Midfield Satellite Concourse ("MSC"), Terminal One Point Five ("T1.5"), and Terminal 5 ("T5"), at Los Angeles International Airport (the "Airport") with the power to grant rights and privileges with respect thereto; and

WHEREAS, pursuant to the Second Amended and Restated Lease and License Agreement ("Lease Agreement" as defined below), the City has granted to TBITEC the right and obligation, to operate, maintain and use the Aeronautical Equipment and use (occupy) the Premises (as defined below), on the terms and conditions set forth in the Lease Agreement; and

WHEREAS, pursuant to the terms of the Lease Agreement, TBITEC may require, that parties desiring to use the Aeronautical Equipment execute an Equipment Access Agreement with TBITEC as a condition precedent to the use of any of the Aeronautical Equipment; and

WHEREAS, TBITEC has chosen a Maintenance Operator for the purpose of operating, maintaining, and managing the Aeronautical Equipment, all pursuant to the Lease Agreement; and

WHEREAS, TBITEC has chosen a Consortium Manager for the purpose of managing the Maintenance Operator and administering this Equipment Access Agreement on behalf of TBITEC; and

WHEREAS, Handler desires to use the Aeronautical Equipment for providing passenger and flight services (the "Handling Services", as defined below) to Air Carriers (as defined below) at Premises, (as defined below) requiring Handler to access certain equipment operated and maintained by TBITEC pursuant to the Lease Agreement; and

WHEREAS, TBITEC desires to grant Handler access to and use of the Aeronautical Equipment for the purpose of providing the Handling Services to itself or other Air Carriers at Premises;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, TBITEC and Handler hereby agree as follows:

**ARTICLE I**

**DEFINITIONS**

**SECTION 1.01 - Definitions**

A. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Lease Agreement.

B. The following terms and phrases shall have the following meanings for purposes of this Equipment Access Agreement:

"Aeronautical Equipment" means the Aeronautical Equipment operated and maintained by



## EXHIBIT A-9 EQUIPMENT ACCESS AGREEMENT

TBITEC under the terms of the Lease Agreement, whether owned by City or TBITEC and used by Handler in performing the Handling Services, including all additions, modifications, repairs and replacements of such equipment.

“Air Carrier” means an “air carrier” or “foreign air carrier” as such terms are defined in 49 U.S.C. § 1301, as amended, or any successor provision thereto, and which is operating at the Airport.

“Airport” means Los Angeles International Airport, located in the City of Los Angeles, State of California, United States of America.

“Airport Rules and Regulations” means the rules and regulations adopted City for the operation of the Airport, as the same may be amended from time to time.

“Chief Executive Officer” means the Chief Executive Officer of LAWA.

“City” means the City of Los Angeles, a municipal corporation, acting by and through the Board of Airport Commissioners of Los Angeles World Airports, a department of the City of Los Angeles.

“Consortium Manager” means a qualified independent contractor selected by TBITEC to manage the Maintenance Operator and the Company’s Vendor Agreements, and who is delegated authority to act on behalf of TBITEC in exercising certain specified rights and obligations of TBITEC, including those arising under this Equipment Access Agreement.

“Effective Date” means the date stated in the first paragraph of this Equipment Access Agreement.

“Event of Default” shall have the meaning given to it in Article X of this Equipment Access Agreement.

“Handler” means a person or entity, that (i) has been licensed or otherwise authorized by City for the delivery of Handling Services at the Airport, (ii) has entered into an agreement with Air Carrier(s) to provide Handling Services at TBIT, MSC or Terminal 5, and (iii) has entered into this Equipment Access Agreement with TBITEC.

“Handling Services” means those tasks to be performed by Handler in relation to the use of the Aeronautical Equipment including, but not limited to, aircraft cleaning, aircraft maintenance, aircraft catering, baggage handling, and passenger handling.

“Lease and License Agreement” (“Lease Agreement”) means that certain Second Amended and Restated Lease and License Agreement by and between the City and TBITEC.

“Maintenance Operator” means a qualified independent contractor selected by TBITEC with the approval of the Executive Director to operate, maintain, and manage the Aeronautical Equipment.

“Premises” means the space designated for the use of TBITEC under the Lease Agreement.

### SECTION 1.02 - Interpretation

In this Equipment Access Agreement, unless otherwise expressly indicated:

(a) the terms “hereby”, “herein”, “hereof”, “hereto”, “hereunder” and any similar terms used in this Equipment Access Agreement refer to this Equipment Access Agreement;

## **EXHIBIT A-9 EQUIPMENT ACCESS AGREEMENT**

(b) all Article and Section references, unless otherwise expressly indicated, are to Sections of this Equipment Access Agreement;

(c) words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) any headings preceding the text of the Articles and Sections of this Equipment Access Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience or reference and shall not constitute a part of this Equipment Access Agreement, nor shall they affect its meaning, construction or effect;

(e) words importing the singular shall include the plural and vice versa;

(f) this Equipment Access Agreement shall be governed and construed in accordance with the laws of the State of California applicable to contracts made and to be performed in the State of California;

(g) all the agreements or instruments herein defined shall mean such agreements or instruments as the same may from time to time be supplemented or amended or the terms thereof waived or modified to the extent permitted by, and in accordance with, the terms thereof;

(h) references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; and

(i) the words "including," "includes" and "include" shall be deemed to be followed by words "without limitation" or "but not limited to" or words of similar import.

### **ARTICLE II**

#### **RIGHTS OF TBITEC**

##### **SECTION 2.01 - Access**

TBITEC shall, subject to all other terms and provisions of this Equipment Access Agreement, provide Handler such access to the Aeronautical Equipment as may be reasonably necessary to Handler's performance of the Handling Services at Premises.

##### **SECTION 2.02 - Right To Limit Use of Aeronautical Equipment**

A. It shall be within the sole and absolute discretion of TBITEC to determine the specific Equipment that Handler may access and use under this Equipment Access Agreement.

B. It shall be within the sole and absolute discretion of TBITEC to specify the permitted uses for each component of the Aeronautical Equipment and to limit actual use to such specifications.

C. In the event of disputes between two or more parties related to access and use of the Aeronautical Equipment, TBITEC shall, in its sole discretion, be the arbiter of such disputes.

D. It shall be within the sole and absolute discretion of TBITEC to limit Handler's access to and use of the Aeronautical Equipment; provided, however, that the limitation of Handler's access to and use

## **EXHIBIT A-9 EQUIPMENT ACCESS AGREEMENT**

of the Aeronautical Equipment shall not alone serve to terminate this Equipment Access Agreement. Handler's obligations hereto shall continue unless and until this Equipment Access Agreement is terminated in accordance with Article V hereof.

### **SECTION 2.03 - Right To Inspect**

A. TBITEC shall have the right to inspect the Aeronautical Equipment used by Handler to determine that the Aeronautical Equipment is being used for the purposes specified by TBITEC and that, ordinary wear and tear excepted, the Aeronautical Equipment is in good repair, and has been properly maintained or restored to safe, useable condition.

### **SECTION 2.04 - Limitation of Liability**

A. TBITEC shall not be liable for any damage to Handler's property or for any loss of revenue or for any neglect of Handler with respect to the maintenance or operation of the Aeronautical Equipment.

B. TBITEC shall not be liable for any damage to Handler's property or for any loss of revenue or for any neglect of Handler with respect to the use of the Aeronautical Equipment.

C. TBITEC shall not be liable for any damage to Airport property or for any loss of revenue or for any neglect of Handler with respect to Airport property.

D. TBITEC shall not be responsible for the repair or replacement of any Aeronautical Equipment damaged by Handler, its employees, agents, invitees or others doing business with it.

E. TBITEC shall not be responsible for any accidents or injuries of whatever nature to persons or property caused by the Handler's use or operation of the Aeronautical Equipment, and shall remain harmless from any penalties for violations of its operation, or from any and all claims, suits, losses, damages or injuries to persons or property of whatever kind or nature arising directly or indirectly out of the Handler's use or operation of the Aeronautical Equipment, or resulting from any acts, omissions, willfully tortious conduct or neglect of Handler, its agents, or employees.

## **ARTICLE III**

### **OBLIGATIONS OF HANDLER**

#### **SECTION 3.01 - Access**

A. In connection with this Equipment Access Agreement, TBITEC agrees to permit Handler access to the Aeronautical Equipment for Handler's use as necessary to provide the Handling Services. Subject to all other terms and conditions of this Equipment Access Agreement, Handler shall have such non-exclusive easements and non-exclusive rights of way as are reasonably necessary for Handler's use and operation of the Aeronautical Equipment. Nothing in this Equipment Access Agreement, however, shall convey to Handler any greater rights than those rights conveyed by City to TBITEC under the terms of the Lease Agreement.

B. Handler understands and agrees that TBITEC's grant of rights with respect to the Aeronautical Equipment as set forth in this Equipment Access Agreement is "as-is", without any representation or warranty, either express or implied, by TBITEC with respect to (i) the fitness for any particular purpose or



## **EXHIBIT A-9 EQUIPMENT ACCESS AGREEMENT**

merchantability of any item or items of Aeronautical Equipment, (ii) TBITEC's title, (iii) Handler's right to the quiet enjoyment of Aeronautical Equipment, except as otherwise provided herein, or (iv) the design or condition of or as to the quality of the material, equipment or workmanship in the Aeronautical Equipment.

C. Handler shall use, and shall cause each of its officers, employees, agents and contractors to use, the highest degree of care when entering the Airport. In the case of property owned by City, or property owned by and leased from City, Handler shall comply and shall cause each of its officers, employees, agents, and contractors to comply with any and all instructions and requirements for the use of such property, any licenses for which being hereby incorporated by reference. Any and all claims, suits, judgments, costs, or expenses, including attorneys' reasonable fees, arising from, by reason of, or in connection with any such entry shall be treated in accordance with the applicable terms and conditions of this Equipment Access Agreement, including, without limitation, the indemnification provisions contained in this Equipment Access Agreement.

### **SECTION 3.02 - Use**

A. While any Aeronautical Equipment is in Handler's possession and/or control, Handler shall maintain and use the Aeronautical Equipment in a safe and appropriate manner. Handler shall use the Aeronautical Equipment for no other purposes than those specified by TBITEC, or in any manufacturer's warranty.

B. Any right to use Aeronautical Equipment under the terms of this Equipment Access Agreement is granted solely to the Handler, and is neither transferable nor assignable without the express written consent of TBITEC. It shall be within TBITEC's sole discretion to grant such consent.

C. Handler shall, at its own cost, promptly repair, replace or, at TBITEC's option, reimburse TBITEC for the repair or replacement of the Aeronautical Equipment or any property owned, leased or controlled by TBITEC and damaged by Handler, its employees, agents, invitees or others doing business with it.

D. Handler shall conform, and shall require its employees, agents, invitees and others doing business with it to conform to the general rules and regulations as promulgated by TBITEC or the City which are now in effect or which may hereinafter be adopted, regarding the use of all areas of the Airport, including, but not limited to, portions of the Airport to which the general public is not admitted.

### **SECTION 3.03 - Licenses, Permits and Qualifications**

A. Handler represents and warrants that it currently possesses all necessary licenses, permits and such other qualifications as may be necessary, pursuant to local, state and/or federal law, to operate at the Airport, and will continue to possess all such necessary licenses, permits and qualifications for the term of this Equipment Access Agreement.

B. It shall be the sole responsibility of Handler to identify and secure all licenses, permits and such other qualifications as may be necessary pursuant to local, state and/or federal law, to operate at the Airport. It shall be the responsibility of Handler to immediately notify TBITEC of the termination, for any reason, of any such license, permit or qualification to operate at the Airport. Such termination shall result in the automatic loss of right for access to and use of the Aeronautical Equipment without need for any further notice by TBITEC.

C. Handler expressly acknowledges its responsibility to provide security at the Airport in accordance with 49 CFR Part 1542, "Airport Security", as such may be amended from time to time, and

**EXHIBIT A-9**  
**EQUIPMENT ACCESS AGREEMENT**

with all Airport Rules and Regulations concerning security procedures, including the Airport's approved security program. Handler expressly acknowledges its responsibility to provide security with respect to airplane operations in accordance with 49 CFR Part 1544, "Airplane Operation Security", as such may be amended from time to time and with the Airport Rules and Regulations concerning security procedures, including the Airport's approved security program.

D. In the event that Handler, or any individual employed by Handler, in the use of the Aeronautical Equipment of the performance of the Handling Services to which this Equipment Access Agreement pertains, has (i) unescorted access to aircraft located on or at the Airport (ii) unescorted access to secured areas or (iii) capability to allow others to have unescorted access to such aircraft or secured area, Handler shall be subject to, and further shall conduct with respect to its contractors and their respective employees, such employment investigations, including criminal history record checks, as the Department of Homeland Security, the Federal Aviation Administration, the Transportation Security Administration and City may deem necessary.

**SECTION 3.04 - Standards of Care**

A. Handler shall act, and cause its officials, agents, employees, and contractors to act, in accordance with that degree of skill, care, and diligence normally exercised by a company performing similar Handling Services at an airport comparable in size and magnitude to the Airport. In furtherance thereof, Handler shall comply with all Airport Rules and Regulations, Federal Aviation Administration standards, and general codes of conduct including, but not limited to, those set forth in this Equipment Access Agreement. In the event of a conflict between the foregoing standards, the more restrictive standards shall control.

B. The Handling Services and operations of Handler, its employees, agents, invitees, and those doing business with it shall be conducted in an orderly, professional, and proper manner so as not to annoy, disturb, or be offensive to others at the Airport. Employees shall also wear appropriate uniforms that identify them as employees of Handler.

C. Employees of Handler shall wear security badges as required by Airport regulations. Employees who are required to drive vehicles of any kind on the airfield must be properly licensed and thoroughly instructed in airfield driving procedures and regulations.

D. Handler shall, at its own expense and on a daily basis, remove from the Airport all garbage, debris and other waste materials arising out of or in connection with its operation hereunder.

E. Handler shall not install any fixtures or make any alterations or improvements in, or additions to, any property of TBITEC or the Aeronautical Equipment, except as may be approved, in writing by the Executive Director, with the concurrence of TBITEC.

F. Any property of Handler placed on or kept at Premises by virtue of this Equipment Access Agreement shall be removed by Handler on or before the revocation or termination of any permission hereby granted, whichever shall be earlier. If Handler shall fail to remove such property upon the expiration, termination, or revocation of this Equipment Access Agreement, TBITEC may, at its option, as agent for Handler and at the sole risk and expense of Handler, remove such property to a public warehouse, or retain the same in its own possession. In either event, after the expiration of thirty (30) days, TBITEC may sell the same at public auction. The proceeds of any such sale shall be applied first to the expense of removal, sale and storage and secondly, to any sums owed by Handler to TBITEC. Any excess of the total cost of removal, storage, sale and related TBITEC administration over the proceeds of sale shall be paid to TBITEC by Handler upon demand.

G. No signs, posters, logos on equipment or similar devices shall be erected, displayed or

**EXHIBIT A-9**  
**EQUIPMENT ACCESS AGREEMENT**

maintained by Handler at Premises without the prior approval of TBITEC and the City. Any signs, posters or similar devices must be in compliance with any pertinent standards that may be promulgated by TBITEC or the City. Any signs, posters or similar devices not approved by TBITEC and the City or not in compliance with pertinent standards may be removed by TBITEC at the sole expense of Handler.

H. Handler shall take every precaution at all times for the protection of persons and property at the Airport. Handler shall be responsible for maintaining and supervising all safety precautions and programs in connection with the use of the Aeronautical Equipment and the provision of the Handling Services.

I. If Handler fails to maintain the safety programs required by law or directed by TBITEC or the City, TBITEC may take such steps as necessary and charge Handler for the costs of implementing such a program. However, the failure of TBITEC to take any such action shall not relieve Handler of any of its obligations hereunder.

J. Handler shall be solely responsible for all accidents, damages or injuries of whatever nature or kind to persons or property caused by it and shall indemnify, defend and save harmless TBITEC and the City from any penalties for violation of its operations or maintenance, and from any and all claims, suits, losses, damages or injuries to persons or property of whatever nature or kind arising directly or indirectly out of the Handler's use or operation the Aeronautical Equipment, or resulting from the carelessness, negligence or improper conduct of Handler, or any of its agents or employees. Handler agrees to immediately notify the Consortium Manager and the Chief Executive Officer of all accidents, damages or injuries that have occurred to persons or property during its use of the Aeronautical Equipment or its provision of the Handling Services at Premises, and provide to TBITEC a written accident report within twenty-four (24) hours of such occurrence.

**ARTICLE IV**

**TERM**

**SECTION 4.01 - Term of Agreement**

A. This Equipment Access Agreement commence on March 4, 2021 ("Effective Date") and will continue thereafter, unless terminated earlier by TBITEC pursuant to Article V.

B. This Equipment Access Agreement will remain current if TBITEC does not provide notice of termination of this Equipment Access Agreement, pursuant to Article V.

**ARTICLE V SECTION 5.01 - Termination**

A. TBITEC shall have the right to terminate this Equipment Access Agreement upon written notice if:

1. Handler ceases to operate at the Airport, or
2. An event of default has occurred in accordance with Article X herein.

B. The termination of this Equipment Access Agreement shall not relieve Handler of any of its obligations arising out of its acts or omissions during the term of this Equipment Access Agreement.



**EXHIBIT A-9**  
**EQUIPMENT ACCESS AGREEMENT**

**ARTICLE VI**

**SECTION 6.01 - Invoicing and Payment**

A. TBITEC will maintain records related to amounts due from the Handler as a result of its access to and use of the Aeronautical Equipment.

B. Handler will be responsible for all costs associated with:

1. Damage, repairs and losses
2. Any other amounts payable under this Equipment Access Agreement

C. TBITEC will submit an invoice to the Handler for amounts due under this Equipment Access Agreement by the 10<sup>th</sup> working day of each month.

D. Handler shall remit payment of amounts due to TBITEC by the last working day of the month. Handler has no right to withhold payments, in whole or in part, or assert a set-off against any amounts charged by TBITEC.

E. Any amounts due TBITEC that are not paid in full when due, shall bear interest at 18% per annum until full payment is received by TBITEC.

**ARTICLE VII**

**CONFIDENTIALITY**

**SECTION 7.01 - Confidentiality**

A. All of the reports, information, or data, prepared or assembled by or provided to Handler under this Equipment Access Agreement are confidential and Handler agrees that, except as specifically authorized herein or as may be required by law, it will treat all information, reports or data received from or prepared for TBITEC as confidential and proprietary. Handler agrees not to disclose any such information, reports or data except as specifically authorized herein or as may be necessary for the use of the Aeronautical Equipment of the performance of the Handling Services by Handler, or as may be required by law, to any individual or organization, except City, without first obtaining the prior written approval of TBITEC and the City.

B. Handler will not issue publicity news releases or grant press interviews and, except as may be required by law during or after the term of this Equipment Access Agreement, disseminate any information regarding this Equipment Access Agreement or the Aeronautical Equipment without the prior written consent of TBITEC and the City. In the event Handler is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data, or documents which may be in the possession of Handler, Handler will, immediately upon receipt, give notice to TBITEC and the City, with the understanding that TBITEC or the City will have the opportunity to contest such process by any means available to them before such records or documents are submitted to a court or other third party, provided, however, that Handler will not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

C. Handler acknowledges the responsibility delegated to TBITEC by City under the terms of the Lease Agreement, and as such acknowledges that TBITEC may be required to release a portion or all of the information it receives from Handler to City, or to other parties at City's direction. Handler understands

**EXHIBIT A-9**  
**EQUIPMENT ACCESS AGREEMENT**

and hereby consents to the release to City, or to any other party at City's direction, of any information, propriety or otherwise, with or without prior notice. Handler hereby waives as to TBITEC and City, any rights, claims, or actions of any nature that may arise directly or indirectly out of TBITEC's release of any information as described above.

**ARTICLE VIII**

**INDEMNITY AND INSURANCE**

**SECTION 8.01 - Indemnity**

A. Handler covenants and agrees to pay and shall protect, defend, indemnify, keep, save fully and hold harmless TBITEC, its Members, Board of Directors, its Consortium Manager, officers, agents and employees, and City, its agents, officials and employees from and against any and all claims, causes of action or suits of all kinds, judgments, losses, obligations, including loss of use, costs and expenses, including legal fees and expenses, arising out of or in connection with the Handler's access to or use of the Aeronautical Equipment or performance of Handling Services, and not arising from the negligent act or omission of TBITEC, its respective Members, Board of Directors, its Consortium Manager, officers, agents, and employees or City, its agents, officials, and employees. Such obligations shall not be construed to negate, abridge, or otherwise reduce or limit any other right or obligation of indemnity against anyone for whose acts Handler may be liable. In any and all claims against TBITEC, its Members, Board of Directors, its Consortium Manager, officers, agents and employees, or City, its agents, officials and employees by any employee of Handler or anyone for whose acts Handler may be liable, the indemnification obligation of Handler pursuant to this Section 8.01 or Section 3.04(J) shall not be limited in any way by the amount or type of damage compensation, or benefits payable by or for Handler under worker's compensation acts, disability benefit acts, or other employee benefit acts. Handler's obligations hereunder shall not be limited by any obligation regarding insurance coverage and shall not be limited to the amount of any proceeds available.

B. TBITEC and Handler shall promptly and in a timely manner provide or cause to be provided to each other copies of any notices and documents they may receive related to any legal process, claims, actions, or suits as may be given or filed in connection with the performance of Handler for which TBITEC, or City is claiming indemnification hereunder.

C. Handler shall incorporate into all contracts or subcontracts of any tier related to the Handler's operations under this Equipment Access Agreement a comparable provision to Section 8.01(A), pursuant to which its contractors or subcontractors of any tier shall indemnify TBITEC, its Members, Board of Directors, its Consortium Manager, officers, agents, and employees, and City, its agents, officials and employees.

D. THE PROVISIONS OF THIS ARTICLE SHALL APPLY REGARDLESS OF FORM OR LEGAL THEORY OF ANY CLAIM WHETHER IN TORT (INCLUDING BUT NOT LIMITED TO ANY CLAIM FOR BREACH OF IMPLIED WARRANTY OF FITNESS OR MERCHANTABILITY), OR OTHERWISE, FOR DIRECT, OR INCIDENTAL DAMAGES OR FOR DAMAGES RESULTING FROM LOSS OF USE, LOSS OF PROFIT, OR LOSS DUE TO BUSINESS INTERRUPTION. THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS EQUIPMENT ACCESS AGREEMENT.

**SECTION 8.02 - Insurance**

A. Handler shall procure and maintain in full force and effect or cause to be procured and maintained at all times hereunder, at its own expense insurance as specified on the attached Exhibit A, or such other coverage as may be required by TBITEC or City from time to time, with insurance companies

## **EXHIBIT A-9 EQUIPMENT ACCESS AGREEMENT**

acceptable to TBITEC and City covering all Handling Services or operations under this Equipment Access Agreement, whether performed by Handler or by its contractors or subcontractors of any tier. The obligation to maintain insurance is a material term of this Equipment Access Agreement. Failure to carry or keep such insurance in force will constitute a default under the terms of this Equipment Access Agreement, and an automatic loss of the right to use the Aeronautical Equipment without need of any notice.

B. Handler will provide TBITEC certificates evidencing that such insurance is in force and will include TBITEC, its Consortium Manager and City as additional insurers on each such certificate. TBITEC and City will be entitled to examine any insurance policies evidenced by such certificates of insurance and Handler will submit accurate and complete copies thereof upon request.

C. In the event Company fails to perform any obligation required by this Section 8.02, TBITEC may do all things necessary to perform such obligation. Any costs, including, without limitation, premiums and deductibles incurred by TBITEC, will be at Handlers expense.

D. Handler will require in its agreements with its contractors or subcontractors of any tier that all policies of insurance that are in any way related to the Handling Services being performed and that are secured and maintained by the contractors or subcontractors of any tier include clauses providing that each insurance carrier will waive all of its rights of recovery, under subrogation or otherwise, against TBITEC, its Consortium Manager and City.

E. Handler agrees that any insurance protection furnished hereunder shall in no way limit Handler's responsibility to indemnify and save harmless TBITEC or City under this Equipment Access Agreement.

### **ARTICLE IX**

#### **COMPLIANCE WITH ALL LAWS**

##### **SECTION 9.01 - Compliance with Laws**

Handler will at all times observe and comply, and cause its employees, agents, contractors, subcontractors of any tier, or suppliers to observe and comply, with all applicable federal, state and local laws, ordinances, rules, regulations and executive orders now existing or hereinafter in effect, whenever Handler utilizes the Aeronautical Equipment during the term of this Equipment Access Agreement. Provision(s) required by law, ordinance, rules, regulations or executive orders to be inserted in this Equipment Access Agreement will be deemed inserted whether or not they appear in this Equipment Access Agreement or upon application by either party, this Equipment Access Agreement will forthwith be physically amended to make such insertion; however, in no event will the failure to insert such provision(s) prevent the enforcement of such provision or this Equipment Access Agreement.

##### **SECTION 9.02 - Environmental Laws**

A. It will be the responsibility of Handler to be aware of and to conduct all Handling Services or operations in conformance with all applicable Environmental Laws, including, but not limited to, environmental requirements regarding the storage, use and disposal of Hazardous Materials, pollution control, Releases or threatened Releases of Hazardous Materials to the environment, as promulgated by any federal, state, county, City, or other governmental agency having jurisdiction, as may be amended, and will be fully responsible for enforcing compliance with these safety regulations and procedures on the part of all its employees, agents, contractors, and subcontractors of any tier.

B. Handler, at the request of City or TBITEC, shall make available for inspection and copying upon reasonable notice and at reasonable times, any or all of the documents and materials Handler has



## **EXHIBIT A-9 EQUIPMENT ACCESS AGREEMENT**

prepared pursuant to any Environmental Law or submitted to any governmental regulatory agency. If an Environmental Law requires filing of any notice or report of a Release or threatened Release of Hazardous Materials on, under or about Premises, Handler shall provide a copy of such report or notice to TBITEC, and to the extent practicable, shall receive the approval of TBITEC prior to submitting such notice or report to the appropriate governmental agency.

C. TBITEC shall have the right to inspect the Aeronautical Equipment and the parts of Premises used by Handler to confirm that Handler is using the Aeronautical Equipment and Premises in accordance with Environmental Laws. Handler, at the request of TBITEC and at Handler's expense, shall conduct such testing and analysis as is necessary to ascertain whether Handler is using the Aeronautical Equipment and Premises in compliance with all Environmental Laws. Any such tests shall be conducted by qualified independent experts chosen by Handler and subject to TBITEC's reasonable approval. Copies of reports from any such testing shall be provided by Handler to TBITEC.

D. If Handler fails to comply with any applicable Environmental Laws, TBITEC may take necessary measures to ensure compliance with Environmental Laws at Handler's expense.

E. In the event of a Release or threatened Release of Hazardous Materials to the environment relating to or arising out of Handler's use of the Aeronautical Equipment or occupancy of Premises, or in the event any claim, demand, action or notice is made against Handler regarding Handler's failure or alleged failure to comply with any Environmental Laws, Handler immediately shall notify TBITEC in writing and shall provide TBITEC with copies of any written claims, demands, notices, or actions so made.

### **SECTION 9.03 - Airport Rules and Regulations**

A. Handler shall comply, and shall cause its agents, employees, guests, invitees and contractors to comply with all rules and regulations governing the conduct at and operations of the Airport, promulgated or adopted from time to time by City.

B. Nothing herein shall be construed to prevent Handler from contesting in good faith any rule or regulation of the Airport, without being considered in default of this Equipment Access Agreement so long as such contest is diligently commenced and prosecuted by Handler.

## **ARTICLE X**

### **DEFAULT**

#### **SECTION 10.01 - Events of Default**

The following will constitute events of default:

- A. The failure by Handler to pay any charges required to be paid hereunder at the times specified herein;
- B. Any material misrepresentation made by Handler to TBITEC;

C. The failure of Handler to observe and perform any covenant, condition, agreement or other obligation under this Equipment Access Agreement for a period of thirty (30) days after notice specifying such failure; provided, however, that any such failure which can be cured, but which cannot, with due diligence, be cured within such thirty (30)-day period, shall not constitute an event of default if corrective action is instituted by Handler within the applicable period and diligently pursued until the failure is

**EXHIBIT A-9**  
**EQUIPMENT ACCESS AGREEMENT**

corrected;

D. The admission by Handler of insolvency, bankruptcy or the inability of Handler to pay its debts as they mature, or the making of an assignment for the benefit of creditors, or any other act of insolvency, bankruptcy or assignment which renders Handler incapable of performing the Handling Services in accordance with the terms and conditions of the Agreement to the extent as may be permitted by law;

E. The termination, for whatever reason, of Handler's agreement for Handling Services with Air Carrier(s) operating at Premises;

F. Pursuant to Section 3.03 of this Equipment Access Agreement, the termination, for whatever reason, of any license, permit or other qualification required of Handler to perform Handling Services at Airport.

G. Failure to keep or carry insurance in force as required by this Equipment Access Agreement.

**SECTION 10.02 - Consequences of Default**

A. Upon the occurrence and continuation of any event of default, TBITEC, to the extent permitted by law, may declare Handler in default of this Equipment Access Agreement. TBITEC will notify Handler in writing of the default and its intention to invoke any or all of the remedies available hereunder unless such default is cured to TBITEC's sole satisfaction within five (5) business days from the receipt of such notice by Handler. Any such decision by TBITEC will be final and effective after the cure period as defined herein has expired. Upon the giving of such notice as provided herein, TBITEC may invoke any or all of the following remedies:

(i) The right to terminate this Equipment Access Agreement and exclude Handler from the access to and use of any or all of the Aeronautical Equipment;

(ii) The right of specific performance, an injunction, or any other appropriate equitable remedy; or

(iii) The right to money damages.

B. Handler shall be liable for any outstanding obligations, and all costs associated with the collection of any delinquent payments including but not limited to attorney's fees.

**SECTION 10.03 - Non-Exclusivity; Waivers; Remedies Cumulative**

The remedies under the terms of this Equipment Access Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy will be cumulative and will be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. The failure of either party to demand strict performance of the terms of this Equipment Access Agreement shall not constitute a waiver thereof or on the right to insist on such performance.

[Remainder of this page is intentionally left blank]

**EXHIBIT A-9  
EQUIPMENT ACCESS AGREEMENT**

**ARTICLE XI**

**GENERAL CONDITIONS**

**SECTION 11.01 - Incorporation of Recitals and Exhibits**

The recitals and the exhibits referenced herein and attached hereto are hereby made a part of this Equipment Access Agreement.

**SECTION 11.02 - Representatives**

Handler shall designate and identify at the time of execution of this Equipment Access Agreement its named representative who shall constitute the point of receipt for all communications relating to this Equipment Access Agreement unless otherwise provided for herein. For purposes of this Equipment Access Agreement, the Consortium Manager or its successor shall represent TBITEC in all matters relating to this Equipment Access Agreement and shall constitute the point of receipt of all communications, unless expressly specified otherwise by TBITEC. In all provisions of this Equipment Access Agreement in which TBITEC's written approval or consent is required such approval or consent shall be that of the Consortium Manager unless notified in writing by TBITEC otherwise.

**SECTION 11.03 - Notices**

Except as otherwise provided in this Equipment Access Agreement, any notice, demand, or other correspondence given under this Equipment Access Agreement shall be in writing and given by delivering the notice in person or by commercial courier, or by sending it by first-class mail, certified mail, return receipt requested with postage prepaid, or by overnight commercial express mail to:

TBITEC:

Tom Bradley International Terminal Equipment  
Company 380 World Way Box S-18  
Los Angeles, CA 90045  
Phone. 310-646-9378

HANDLER:

NAME  
ADDRESS  
CITY, STATE, ZIP  
Phone:

or to such other address as either TBITEC or Handler may designate as its new address for such purpose by notice given to the other in accordance with this Section. Any notice hereunder shall be deemed to have been given and received two (2) days after the date when it is mailed, if sent by first-class, certified mail, one day after the date when it is mailed if sent by overnight express mail, upon the date personal delivery is made.

**SECTION 11.04 - Successors and Assigns**

Each and all of the conditions and covenants of this Equipment Access Agreement shall extend to and bind and inure to the benefit of TBITEC and Handler, and the legal representatives, successors and



## **EXHIBIT A-9 EQUIPMENT ACCESS AGREEMENT**

assigns of either or both of them.

### **SECTION 11.05 - Sublicensing and Assignment by TBITEC**

Handler shall not assign, transfer or encumber its interest in this Equipment Access Agreement, either in whole or in part (any of the foregoing actions referred to herein as a "Transfer"), without obtaining in advance the written consent of TBITEC, which consent shall not be unreasonably withheld or delayed. No consent to any Transfer shall constitute a further waiver of the provisions of this paragraph.

### **SECTION 11.06 - Force Majeure**

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor disputes, riots, war, acts of public enemies, earthquakes, actions of the elements or civil commotion, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Handler from the timely payment of all sums due under this Equipment Access Agreement.

### **SECTION 11.07 - Suspension**

If City's operation of Airport or TBITEC's or Handler's operations at the Airport should be substantially restricted by action of any competent governmental authority with sovereignty over City, either party hereto shall have the right, upon written notice to the other, to a suspension of this Equipment Access Agreement. The provisions of this Section shall not operate to excuse Handler from the timely payment of all sums due under this Equipment Access Agreement.

### **SECTION 11.08 - Utilities; Waiver of Damages**

Handler hereby expressly waives any and all claims for damages arising or resulting from failures or interruptions of utility Handling Services furnished by TBITEC or City hereunder including but not limited to electricity, gas, water, plumbing, sewage, telephone, communications, or for the failure or interruption of any public or passenger conveniences.

### **SECTION 11.09 - Third Party Rights**

Nothing contained herein will be deemed to create any contractual relationship between the Consortium Manager, the Maintenance Operator and the Handler or any of its employees, agents, contractors and subcontractors of any tier, nor will anything contained in this Equipment Access Agreement be deemed to give any third party any claim or right of action against City, TBITEC, the Consortium Manager, or the Maintenance Operator which does not otherwise exist without regard to this Equipment Access Agreement. Nothing contained herein shall be construed as creating an agency relationship between TBITEC and Handler. Handler shall at all times be a licensee.

### **SECTION 11.10 - No Joint Venture**

It is expressly agreed that TBITEC is not, in any way or for any purpose, a partner of Handler in the  
Los Angeles International Airport  
Equipment Access Agreement

**EXHIBIT A-9**  
**EQUIPMENT ACCESS AGREEMENT**

conduct of Handler's business or a member of a joint enterprise with Handler, and does not assume any responsibility for Handler's conduct or performance of this Equipment Access Agreement.

**SECTION 11.11 - Attorneys' Fees**

In the event that Handler or TBITEC fails to perform any of its obligations under this Equipment Access Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Equipment Access Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder (whether or not such action is prosecuted to judgment), including, without limitation, court costs and reasonable attorneys' fees.

**SECTION 11.12 - Survival of Indemnities**

Expiration or termination of this Equipment Access Agreement shall not affect the right of either party to enforce any and all indemnities given or made to the other party under this Equipment Access Agreement, nor shall it effect any provision of this Equipment Access Agreement that expressly states it shall survive termination hereof. Each party hereto specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Equipment Access Agreement, the indemnitor has an immediate and independent obligation to defend the indemnitees from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the indemnitor by the indemnitee.

**SECTION 11.13 - No Additional Waiver Implied by One Waiver**

In the event any agreement contained in this Equipment Access Agreement is breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder.

**SECTION 11.14 - Severability**

In the event any covenant, phrase, clause, paragraph, Article, Section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, then any invalidity of such covenant, phrase, clause, paragraph, Article, Section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, Article, Section, condition or provision herein contained, and such determination shall not invalidate or render this Equipment Access Agreement unenforceable.

**SECTION 11.15 - Amendments**

This Equipment Access Agreement contains all the agreements of the parties and, except as expressly provided herein, cannot be further amended or modified except by written agreement signed by TBITEC and Handler.

[Remainder of this page is intentionally left blank]

**EXHIBIT A-9**  
**EQUIPMENT ACCESS AGREEMENT**

**SECTION 11.16 - Execution in Counterparts**

This Equipment Access Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

THEREFORE, the parties by their authorized representatives have executed this Equipment Access Agreement on the dates provided below.

Tom Bradley International Terminal Equipment  
Company, Inc.

Handler

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Sheila O'Neil

Name: \_\_\_\_\_

Title: Chairperson

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_



**EXHIBIT A-9  
EQUIPMENT ACCESS AGREEMENT**

**INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS**

The insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" are the minimum required and must be at least the level of the Combined Single Limits indicated.

|  | <u>LIMITS</u>               |
|--|-----------------------------|
| (X) Workers' Compensation (Statutory)/Employer's Liability   | Statutory                   |
| (X) Broad Form All States Endorsement  |                             |
| (X) Voluntary Compensation Endorsement   |                             |
| (*) Longshoremen's and Harbor Workers' Compensation Act Endorsement  |                             |
| (X) Waiver of Subrogation, specifically naming LAWA<br>(Blanket endorsements are not acceptable)           |                             |
| (X) Automobile Liability - covering owned, non-owned & hired auto  | \$10,000,000 CSL            |
| (X) Commercial General Liability or Airport/Aviation Liability<br>including the following coverage:        | \$10,000,000 CSL            |
| (X) Premises and Operations  |                             |
| (X) Contractual (Blanket/Schedule)   |                             |
| (X) Independent Contractors  |                             |
| (X) Broad Form Property Damage   |                             |
| (X) Personal Injury  |                             |
| (X) Additional Insured endorsement, specifically naming LAWA<br>(Blanket Endorsements are not acceptable). |                             |
| *** Coverage for Hazardous Substances  |                             |
|  | Sudden Occurrence \$***     |
|  | Non-sudden Occurrence \$*** |

Comments: \* if exposure exists, coverage is required.  
\*\*\* Must meet Federal and/or State requirements.

Contractor shall be held responsible for own or hired equipment and shall hold airport harmless from loss, damage or destruction to such equipment.

INSURANCE COMPANIES MUST HAVE A BEST RATING OF A- OR BETTER, WITH A MINIMUM FINANCIAL SIZE OF AT LEAST 4.

**Note:** The Insurance Requirements for Los Angeles World Airports are subject to change from time to time. The Contractor is at all times required to be in compliance with the Insurance Requirements that are in effect for Los Angeles World Airports and is responsible for all costs associated therewith.

**EXHIBIT A-10**  
**EQUIPMENT USE AGREEMENT**

TOM BRADLEY INTERNATIONAL TERMINAL EQUIPMENT COMPANY, INC.  
EQUIPMENT USE AGREEMENT  
(Revised March 2021)

This Equipment Use Agreement is made and entered into as of March 4, 2021, by and between Tom Bradley International Terminal Equipment Company, Inc., a California non-profit mutual benefit corporation ("TBITEC") and \_\_\_\_\_ ("Non-Member Air Carrier").

WHEREAS, City (as defined below) owns and operates the Tom Bradley International Terminal ("TBIT"), Midfield Satellite Concourse ("MSC"), Terminal One Point Five ("T1.5"), and Terminal 5, at Los Angeles International Airport (the "Airport") with the power to grant rights and privileges with respect thereto; and

WHEREAS, pursuant to the Second Amended and Restated Lease and License Agreement ("Lease Agreement", as defined below), the City has granted to TBITEC the right and obligation, to operate, maintain and use the Aeronautical Equipment and occupy the Premises (as defined below), on the terms and conditions set forth in the Lease Agreement; and

WHEREAS, pursuant to the terms of the Lease Agreement, TBITEC may require, that parties desiring to use the Aeronautical Equipment execute an Equipment Use Agreement with TBITEC as a condition precedent to the use of any of the Aeronautical Equipment; and

WHEREAS, TBITEC has chosen a Maintenance Operator for the purpose of operating, maintaining, and managing the Aeronautical Equipment, all pursuant to the Lease Agreement; and

WHEREAS, TBITEC has chosen a Consortium Manager for the purpose of managing the Maintenance Operator and administering this Equipment Use Agreement on behalf of TBITEC; and

WHEREAS, Non-Member Air Carrier desires to use the Aeronautical Equipment for providing passenger and flight services (the "Services", as defined below) to itself or other Air Carriers (as defined below) at Premises (as defined below), requiring Non-Member Air Carrier to access certain equipment operated and maintained by TBITEC pursuant to the Lease Agreement; and

WHEREAS, TBITEC desires to grant Non-Member Air Carrier access to and use of the Aeronautical Equipment for the purpose of providing the Services to itself or other Air Carriers at Premises;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, TBITEC and Non-Member Air Carrier hereby agree as follows:

**ARTICLE I**

**DEFINITIONS**

**SECTION 1.01 - Definitions**

A. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Lease Agreement. B. The following terms and phrases shall have the following meanings for purposes of this Equipment Use Agreement:

"Aeronautical Equipment" means the Aeronautical Equipment operated and maintained by TBITEC under the terms of the Lease Agreement, whether owned by City or TBITEC and used by Non-

## EXHIBIT A-10 EQUIPMENT USE AGREEMENT

Member Air Carrier in performing the Services, including all additions, modifications, repairs, and replacements of such equipment.

“Air Carrier” means an “air carrier” or “foreign air carrier” as such terms are defined in 49 U.S.C. § 1301, as amended, or any successor provision thereto, and which is operating at the Airport.

“Airport” means Los Angeles International Airport, located in the City of Los Angeles, State of California, United States of America.

“Airport Rules and Regulations” means the rules and regulations adopted City for the operation of the Airport, as the same may be amended from time to time.

“Chief Executive Officer” means the Chief Executive Officer of Los Angeles World Airports. “City” means the City of Los Angeles, a municipal corporation, acting by and through the Board of Airport Commissioners of Los Angeles World Airports, a department of the City of Los Angeles.

“Consortium Manager” means a qualified independent contractor selected by TBITEC to manage the Maintenance Operator and the Company’s Vendor Agreements, and who is delegated authority to act on behalf of TBITEC in exercising certain specified rights and obligations of TBITEC, including those arising under this Equipment Use Agreement.

“Effective Date” means the date stated in the first paragraph of this Equipment Use Agreement.

“Equipment Use Fees” means those fees calculated pursuant to Article VI of this Equipment Use Agreement.

“Event of Default” shall have the meaning given to it in Article X of this Equipment Use Agreement.

“Lease and License Agreement” (“Lease Agreement”) means that certain Second Amended and Restated Lease and License Agreement by and between the City and TBITEC.

“Maintenance Operator” means a qualified independent contractor selected by TBITEC with the approval of the Executive Director to operate, maintain and manage the Aeronautical Equipment.

“Non-Member Air Carrier” means an Air Carrier that has entered into this Equipment Use Agreement with TBITEC.

“Premises” means the space designated for the use of TBITEC under the Lease Agreement.

“Services” means those tasks to be performed by Non-Member Air Carrier in relation to the use of the Aeronautical Equipment including, but not limited to, aircraft cleaning, aircraft maintenance, aircraft catering, baggage handling and passenger handling.

### SECTION 1.02 - Interpretation

In this Equipment Use Agreement, unless otherwise expressly indicated:

(a) the terms “hereby”, “herein”, “hereof”, “hereto”, “hereunder” and any similar terms used in this Equipment Use Agreement refer to this Equipment Use Agreement;



## **EXHIBIT A-10 EQUIPMENT USE AGREEMENT**

(b) all Article and Section references, unless otherwise expressly indicated, are to Sections of this Equipment Use Agreement;

(c) words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) any headings preceding the text of the Articles and Sections of this Equipment Use Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience or reference and shall not constitute a part of this Equipment Use Agreement, nor shall they affect its meaning, construction or effect;

(e) words importing the singular shall include the plural and vice versa;

(f) this Equipment Use Agreement shall be governed and construed in accordance with the laws of the State of California applicable to contracts made and to be performed in the State of California;

(g) all the agreements or instruments herein defined shall mean such agreements or instruments as the same may from time to time be supplemented or amended or the terms thereof waived or modified to the extent permitted by, and in accordance with, the terms thereof;

(h) references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; and

(i) the words "including," "includes" and "include" shall be deemed to be followed by words "without limitation" or "but not limited to" or words of similar import.

### **ARTICLE II**

#### **RIGHTS OF TBITEC**

##### **SECTION 2.01 - Access**

TBITEC shall, subject to all other terms and provisions of this Equipment Use Agreement, provide Non-Member Air Carrier such access to the Aeronautical Equipment as may be reasonably necessary to Non-Member Air Carrier's performance of the Services at Premises.

##### **SECTION 2.02 - Right To Limit Use of Aeronautical Equipment**

A. It shall be within the sole and absolute discretion of TBITEC to determine the specific Equipment that Non-Member Air Carrier may access and use under this Equipment Use Agreement.

B. It shall be within the sole and absolute discretion of TBITEC to specify the permitted uses for each component of the Aeronautical Equipment and to limit actual use to such specifications.

C. In the event of disputes between two or more parties related to access and use of the Aeronautical Equipment, TBITEC shall, in its sole discretion, be the arbiter of such disputes.

D. It shall be within the sole and absolute discretion of TBITEC to limit Non-Member Air Carrier's access to and use of the Aeronautical Equipment; provided, however, that the limitation of Non-Member

## **EXHIBIT A-10 EQUIPMENT USE AGREEMENT**

Air Carrier's access to and use of the Aeronautical Equipment shall not alone serve to terminate this Equipment Use Agreement. Non-Member Air Carrier's obligations hereto shall continue unless and until this Equipment Use Agreement is terminated in accordance with Article V hereof.

### **SECTION 2.03 - Right To Inspect**

A. TBITEC shall have the right to inspect the Aeronautical Equipment used by Non-Member Air Carrier to determine that the Aeronautical Equipment is being used for the purposes specified by TBITEC and that, ordinary wear and tear excepted, the Aeronautical Equipment is in good repair, and has been properly maintained or restored to safe, useable condition.

B. TBITEC shall have the right, from time to time, in its sole discretion, to inspect vehicles, other equipment, and the operations of Non-Member Air Carrier at Premises, for compliance with the standards established by the rules and regulations of TBITEC and the City. Upon request of TBITEC, Non-Member Air Carrier shall operate or demonstrate any vehicles or equipment owned by or in the possession of Non-Member Air Carrier on the Airport for use with the Aeronautical Equipment, or to be placed on or brought to Premises, and shall demonstrate any procedure or other activity being performed or to be performed by Non-Member Air Carrier.

C. Upon notification by TBITEC, or its agents, of any deficiency in any vehicle, piece of equipment or procedure that would (1) constitute a safety hazard or (2) cause an increased insurance cost to TBITEC, Non-Member Air Carrier shall immediately make good the deficiency, withdraw the vehicle or piece of equipment from service or modify the procedure. The failure of TBITEC to so notify Non-Member Air Carrier shall not obviate the obligations of Non-Member Air Carrier hereunder.

### **SECTION 2.04 - Limitation of Liability**

A. TBITEC shall not be liable for any damage to Non-Member Air Carrier's property or for any loss of revenue or for any neglect of Non-Member Air Carrier with respect to the maintenance or operation of the Aeronautical Equipment.

B. TBITEC shall not be liable for any damage to Non-Member Air Carrier's property or for any loss of revenue or for any neglect of Non-Member Air Carrier with respect to the use of the Aeronautical Equipment.

C. TBITEC shall not be liable for any damage to Airport property or for any loss of revenue or for any neglect of Non-Member Air Carrier with respect to Airport property.

D. TBITEC shall not be responsible for the repair or replacement of any Aeronautical Equipment damaged by Non-Member Air Carrier, its employees, agents, invitees or others doing business with it.

E. TBITEC shall not be responsible for any accidents or injuries of whatever nature to persons or property caused by the Non-Member Air Carrier's use or operation of the Aeronautical Equipment, and shall remain harmless from any penalties for violations of its operation, or from any and all claims, suits, losses, damages or injuries to persons or property of whatever kind or nature arising directly or indirectly out of the Non-Member Air Carrier's use or operation of the Aeronautical Equipment, or resulting from any acts, omissions, willfully tortious conduct or neglect of Non-Member Air Carrier, its agents, or employees.

**EXHIBIT A-10**  
**EQUIPMENT USE AGREEMENT**

**ARTICLE III**

**OBLIGATIONS OF NON-MEMBER AIR CARRIER**

**SECTION 3.01 - Access**

A. In connection with this Equipment Use Agreement, TBITEC agrees to permit Non-Member Air Carrier access to the Aeronautical Equipment for Non-Member Air Carrier's use as necessary to provide the Services. Subject to all other terms and conditions of this Equipment Use Agreement, Non-Member Air Carrier shall have such non-exclusive easements and non-exclusive rights of way as are reasonably necessary for Non-Member Air Carrier's use and operation of the Aeronautical Equipment. Nothing in this Equipment Use Agreement, however, shall convey to Non-Member Air Carrier any greater rights than those rights conveyed by City to TBITEC under the terms of the Lease Agreement.

B. Non-Member Air Carrier understands and agrees that TBITEC's grant of rights with respect to the Aeronautical Equipment as set forth in this Equipment Use Agreement is "as-is", without any representation or warranty, either express or implied, by TBITEC with respect to (i) the fitness for any particular purpose or merchantability of any item or items of Aeronautical Equipment, (ii) TBITEC's title, (iii) Non-Member Air Carrier's right to the quiet enjoyment of Aeronautical Equipment, except as otherwise provided herein, or (iv) the design or condition of or as to the quality of the material, equipment or workmanship in the Aeronautical Equipment.

C. Non-Member Air Carrier shall use, and shall cause each of its officers, employees, agents and contractors to use, the highest degree of care when entering the Airport. In the case of property owned by City, or property owned by and leased from City, Non-Member Air Carrier shall comply and shall cause each of its officers, employees, agents, and contractors to comply with any and all instructions and requirements for the use of such property, any licenses for which being hereby incorporated by reference. Any and all claims, suits, judgments, costs, or expenses, including attorneys' reasonable fees, arising from, by reason of, or in connection with any such entry shall be treated in accordance with the applicable terms and conditions of this Equipment Use Agreement, including, without limitation, the indemnification provisions contained in this Equipment Use Agreement.

**SECTION 3.02 - Use**

A. While any Aeronautical Equipment is in Non-Member Air Carrier's possession and/or control, Non-Member Air Carrier shall maintain and use the Aeronautical Equipment in a safe and appropriate manner. Non-Member Air Carrier shall use the Aeronautical Equipment for no other purposes than those specified by TBITEC, or in any manufacturer's warranty.

B. Any right to use Aeronautical Equipment under the terms of this Equipment Use Agreement is granted solely to the Non-Member Air Carrier, and is neither transferable nor assignable without the express written consent of TBITEC. It shall be within TBITEC's sole discretion to grant such consent.

C. Non-Member Air Carrier shall, at its own cost, promptly repair, replace or, at TBITEC's option, reimburse TBITEC for the repair or replacement of the Aeronautical Equipment or any property owned, leased or controlled by TBITEC and damaged by Non-Member Air Carrier, its employees, agents, invitees or others doing business with it.

D. Non-Member Air Carrier shall conform, and shall require its employees, agents, invitees, and others doing business with it to conform to the general rules and regulations as promulgated by TBITEC or the City which are now in effect or which may hereinafter be adopted, regarding the use of all areas of the Airport, including, but not limited to, portions of the Airport to which the general public is not admitted.



## **EXHIBIT A-10**

### **EQUIPMENT USE AGREEMENT**

#### **SECTION 3.03 - Licenses, Permits and Qualifications**

A. Non-Member Air Carrier represents and warrants that it currently possesses all necessary licenses, permits and such other qualifications as may be necessary, pursuant to local, state and/or federal law, to operate at the Airport, and will continue to possess all such necessary licenses, permits and qualifications for the term of this Equipment Use Agreement.

B. It shall be the sole responsibility of Non-Member Air Carrier to identify and secure all licenses, permits and such other qualifications as may be necessary pursuant to local, state and/or federal law, to operate at the Airport. It shall be the responsibility of Non-Member Air Carrier to immediately notify TBITEC of the termination, for any reason, of any such license, permit or qualification to operate at the Airport. Such termination shall result in the automatic loss of right for access to and use of the Aeronautical Equipment without need for any further notice by TBITEC.

C. Non-Member Air Carrier expressly acknowledges its responsibility to provide security at the Airport in accordance with 49 CFR Part 1542, "Airport Security", as such may be amended from time to time, and with all Airport Rules and Regulations concerning security procedures, including the Airport's approved security program. Non-Member Air Carrier expressly acknowledges its responsibility to provide security with respect to airplane operations in accordance with 49 CFR Part 1544, "Airplane Operation Security", as such may be amended from time to time and with the Airport Rules and Regulations concerning security procedures, including the Airport's approved security program.

D. In the event that Non-Member Air Carrier, or any individual employed by Non-Member Air Carrier, in the use of the Aeronautical Equipment of the performance of the Services to which this Equipment Use Agreement pertains, has (i) unescorted access to aircraft located on or at the Airport (ii) unescorted access to secured areas or (iii) capability to allow others to have unescorted access to such aircraft or secured area, Non-Member Air Carrier shall be subject to, and further shall conduct with respect to its contractors and their respective employees, such employment investigations, including criminal history record checks, as the Department of Homeland Security, the Federal Aviation Administration, the Transportation Security Administration and City may deem necessary.

#### **SECTION 3.04 - Standards of Care**

A. Non-Member Air Carrier shall act, and cause its officials, agents, employees and contractors to act, in accordance with that degree of skill, care and diligence normally exercised by a company performing similar Services at an airport comparable in size and magnitude to the Airport. In furtherance thereof, Non-Member Air Carrier shall comply with all Airport Rules and Regulations, Federal Aviation Administration standards and general codes of conduct including, but not limited to, those set forth in this Equipment Use Agreement. In the event of a conflict between the foregoing standards, the more restrictive standards shall control.

B. The Services and operations of Non-Member Air Carrier, its employees, agents, invitees and those doing business with it shall be conducted in an orderly, professional and proper manner so as not to annoy, disturb or be offensive to others at the Airport. Employees shall also wear appropriate uniforms that identify them as employees of Non-Member Air Carrier.

C. Employees of Non-Member Air Carrier shall wear security badges as required by Airport regulations. Employees who are required to drive vehicles of any kind on the airfield must be properly licensed and thoroughly instructed in airfield driving procedures and regulations.

## **EXHIBIT A-10**

### **EQUIPMENT USE AGREEMENT**

D. Non-Member Air Carrier shall, at its own expense and on a daily basis, remove from the Airport all garbage, debris and other waste materials arising out of or in connection with its operation hereunder.

E. Non-Member Air Carrier shall not install any fixtures or make any alterations or improvements in, or additions to, any property of TBITEC or the Aeronautical Equipment, except as may be approved, in writing by the Chief Executive Officer, with the concurrence of TBITEC.

F. Any property of Non-Member Air Carrier placed on or kept at Premises by virtue of this Equipment Use Agreement shall be removed by Non-Member Air Carrier on or before the revocation or termination of any permission hereby granted, whichever shall be earlier. If Non-Member Air Carrier shall fail to remove such property upon the expiration, termination, or revocation of this Equipment Use Agreement, TBITEC may, at its option, as agent for Non-Member Air Carrier and at the sole risk and expense of Non-Member Air Carrier, remove such property to a public warehouse, or retain the same in its own possession. In either event, after the expiration of thirty (30) days, TBITEC may sell the same at public auction. The proceeds of any such sale shall be applied first to the expense of removal, sale and storage and secondly, to any sums owed by Non-Member Air Carrier to TBITEC. Any excess of the total cost of removal, storage, sale and related TBITEC administration over the proceeds of sale shall be paid to TBITEC by Non-Member Air Carrier upon demand.

G. No signs, posters, logos on equipment or similar devices shall be erected, displayed or maintained by Non-Member Air Carrier at Premises without the prior written approval of TBITEC and the City. Any signs, posters or similar devices must be in compliance with any pertinent standards that may be promulgated by TBITEC or City. Any signs, posters or similar devices not approved by TBITEC and the City or not in compliance with pertinent standards may be removed by TBITEC at the sole expense of Non-Member Air Carrier.

H. Non-Member Air Carrier shall take every precaution at all times for the protection of persons and property at the Airport. Non-Member Air Carrier shall be responsible for maintaining and supervising all safety precautions and programs in connection with the use of the Aeronautical Equipment and the provision of the Services.

I. If Non-Member Air Carrier fails to maintain the safety programs required by law or directed by TBITEC or the City, TBITEC may take such steps as necessary and charge Non-Member Air Carrier for the costs of implementing such a program. However, the failure of TBITEC to take any such action shall not relieve Non-Member Air Carrier of any of its obligations hereunder.

J. Non-Member Air Carrier shall be solely responsible for all accidents, damage or injuries of whatever nature or kind to persons or property caused by it and shall indemnify, defend and save harmless TBITEC and the City from any penalties for violation of its operations or maintenance, and from any and all claims, suits, losses, damages or injuries to persons or property of whatever nature or kind arising directly or indirectly out of the Non-Member Air Carrier's use or operation the Aeronautical Equipment, or resulting from the carelessness, negligence or improper conduct of Non-Member Air Carrier, or any of its agents or employees. Non-Member Air Carrier agrees to immediately notify the Consortium Manager and the Executive Director of all accidents, damages or injuries that have occurred to persons or property during its use of the Aeronautical Equipment or its provision of the Services at Premises, and provide to TBITEC a written accident report within twenty-four (24) hours of such occurrence.

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**EXHIBIT A-10**  
**EQUIPMENT USE AGREEMENT**

**ARTICLE IV**

**TERM**

**SECTION 4.01 - Term of Agreement**

A. This Equipment Use Agreement commence on March 4, 2021 ("Effective Date") and will continue thereafter, unless terminated earlier by TBITEC pursuant to Article V.

B. This Equipment Use Agreement will remain current if TBITEC does not provide notice of termination of this Equipment Use Agreement, pursuant to Article V.

**ARTICLE V**

**TERMINATION**

**SECTION 5.01 - Termination**

A. TBITEC shall have the right to terminate this Equipment Use Agreement upon written notice if:

1. Non-Member Air Carrier ceases to operate at the Airport, or
2. Non-Member Air Carrier has not paid its Equipment Use Fees in accordance with Article VI herein, or
3. An event of default has occurred in accordance with Article X herein.

B. The termination of this Equipment Use Agreement shall not relieve Non-Member Air Carrier of any of its obligations arising out of its acts or omissions during the term of this Equipment Use Agreement.

**ARTICLE VI**

**EQUIPMENT USE FEES**

**SECTION 6.01 - TBITEC Equipment Use Fee Rates**

A. TBITEC will, in its sole discretion, establish a rate structure for the use of the Aeronautical Equipment by Non-Member Air Carriers. Such rates will be effective until replacement rates are made effective by TBITEC.

B. The rates established by TBITEC will be based on the cost of use for Airline specific services, not paid by LAWA, divided by total of enplaned and deplaned passengers.

C. The Non-Member Air Carrier agrees that it will not contest any rate structure established by TBITEC.

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**EQUIPMENT USE AGREEMENT**

**SECTION 6.02 - Invoicing and Payment**

A. TBITEC will maintain records related to amounts due from the Non-Member Air Carrier as a result of its access to and use of the Aeronautical Equipment.

B. Non-Member Air Carrier will be responsible for all costs associated with:

1. Use of the Aeronautical Equipment
2. Damage, repairs and losses
3. Amounts unpaid to TBITEC for other Air Carriers that have been provided Services at Premises by Non-Member Air Carrier
4. Any other amounts payable under this Equipment Use Agreement

C. TBITEC will submit an invoice to the Non-Member Air Carrier for the Equipment Use Fees and any other amounts due under this Equipment Use Agreement by the 10<sup>th</sup> working day of each month.

D. Non-Member Air Carrier shall remit payment of amounts due to TBITEC by the last working day of the month. Non-Member Air Carrier has no right to withhold payments, in whole or in part, or assert a set-off against any amounts charged by TBITEC.

E. Any amounts due TBITEC that are not paid in full when due, shall bear interest at 18% per annum until full payment is received by TBITEC.

F. Non-Member Air Carrier agrees that it will maintain a security deposit (a Faithful Performance Guaranty) to secure the prompt payment of the amounts due from it each month to TBITEC pursuant to this agreement. The initial amount of the Faithful Performance Guaranty shall be three (3) months of Fees payable by Non-Member Airline to TBITEC based on the estimated annual usage of Aeronautical Equipment and TBITEC Services, and reviewed annually. Non-Member Airline covenants and agrees to maintain and cause to be maintained such Faithful Performance Guaranty.

If Non-Member Airline's monthly monetary obligation to TBITEC under this Agreement is increased in excess of ten percent (10%), then the Faithful Performance Guaranty to be maintained shall, within thirty (30) days after receiving written notice from TBITEC be increased to a sum three (3) times the new monthly monetary obligation.

If Non-Member Airline's monthly monetary obligation to TBITEC under this Agreement is decreased in excess of ten percent (10%), then the Faithful Performance Guaranty to be maintained may, within thirty (30) days after receiving written notice from TBITEC, be decreased to a sum three (3) times the new monthly monetary obligation.

The Faithful Performance Guaranty may be in the form of an irrevocable letter of credit which is self-renewing from year to year and subject to termination upon sixty (60) days written notice. Non-Member Airline shall furnish a copy of any irrevocable letter of credit prior to the effective date or within thirty (30) days following a notice by TBITEC.

If, for any reason, the Faithful Performance Guaranty is not maintained in sufficient amount, TBITEC, may at any time suspend Non-Member Airline's use of Aeronautical Equipment upon giving Non-Member Airline a thirty (30) day advance notice.

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**EXHIBIT A-10  
EQUIPMENT USE AGREEMENT**

**ARTICLE VII**

**CONFIDENTIALITY**

**SECTION 7.01 - Confidentiality**

A. All of the reports, information, or data, prepared or assembled by or provided to Non-Member Air Carrier under this Equipment Use Agreement are confidential and Non-Member Air Carrier agrees that, except as specifically authorized herein or as may be required by law, it will treat all information, reports or data received from or prepared for TBITEC as confidential and proprietary. Non-Member Air Carrier agrees not to disclose any such information, reports or data except as specifically authorized herein or as may be necessary for the use of the Aeronautical Equipment of the performance of the Services by Non-Member Air Carrier, or as may be required by law, to any individual or organization, except City, without first obtaining the prior written approval of TBITEC and the City.

B. Non-Member Air Carrier will not issue publicity news releases or grant press interviews and, except as may be required by law during or after the term of this Equipment Use Agreement, disseminate any information regarding this Equipment Use Agreement or the Aeronautical Equipment without the prior written consent of TBITEC and the City. In the event Non-Member Air Carrier is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data, or documents which may be in the possession of Non-Member Air Carrier, Non-Member Air Carrier will, immediately upon receipt, give notice to TBITEC and the City, with the understanding that TBITEC or the City will have the opportunity to contest such process by any means available to them before such records or documents are submitted to a court or other third party, provided, however, that Non-Member Air Carrier will not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

C. Non-Member Air Carrier acknowledges the responsibility delegated to TBITEC by City under the terms of the Lease Agreement, and as such acknowledges that TBITEC may be required to release a portion or all of the information it receives from Non-Member Air Carrier to City, or to other parties at City's direction. Non-Member Air Carrier understands and hereby consents to the release to City, or to any other party at City's direction, of any information, propriety or otherwise, with or without prior notice. Non-Member Air Carrier hereby waives as to TBITEC and City, any rights, claims, or actions of any nature that may arise directly or indirectly out of TBITEC's release of any information as described above.

**ARTICLE VIII**

**INDEMNITY AND INSURANCE**

**SECTION 8.01 - Indemnity**

A. Non-Member Air Carrier covenants and agrees to pay and shall protect, defend, indemnify, keep, save fully and hold harmless TBITEC, its Members, Board of Directors, its Consortium Manager, officers, agents and employees, and City, its agents, officials and employees from and against any and all claims, causes of action or suits of all kinds, judgments, losses, obligations, including loss of use, costs and expenses, including legal fees and expenses, arising out of or in connection with the Non-Member Air Carrier's access to or use of the Aeronautical Equipment or performance of Services, and not arising from the negligent act or omission of TBITEC, its respective Members, Board of Directors, its Consortium Manager, officers, agents, and employees or City, its agents, officials, and employees. Such obligations shall not be construed to negate, abridge, or otherwise reduce or limit any other right or obligation of

## **EXHIBIT A-10 EQUIPMENT USE AGREEMENT**

indemnity against anyone for whose acts Non-Member Air Carrier may be liable. In any and all claims against TBITEC, its Members, Board of Directors, its Consortium Manager, officers, agents and employees, or City, its agents, officials and employees by any employee of Non-Member Air Carrier or anyone for whose acts Non-Member Air Carrier may be liable, the indemnification obligation of Non-Member Air Carrier pursuant to this Section 8.01 or Section 3.04(J) shall not be limited in any way by the amount or type of damage compensation, or benefits payable by or for Non-Member Air Carrier under worker's compensation acts, disability benefit acts, or other employee benefit acts. Non-Member Air Carrier's obligations hereunder shall not be limited by any obligation regarding insurance coverage and shall not be limited to the amount of any proceeds available.

B. TBITEC and Non-Member Air Carrier shall promptly and in a timely manner provide or cause to be provided to each other copies of any notices and documents they may receive related to any legal process, claims, actions, or suits as may be given or filed in connection with the performance of Non-Member Air Carrier for which TBITEC, or City is claiming indemnification hereunder.

C. Non-Member Air Carrier shall incorporate into all contracts or subcontracts of any tier related to the Non-Member Air Carrier's operations under this Equipment Use Agreement a comparable provision to Section 8.01(A), pursuant to which its contractors or subcontractors of any tier shall indemnify TBITEC, its Members, Board of Directors, its Consortium Manager, officers, agents, and employees, and City, its agents, officials, and employees.

D. THE PROVISIONS OF THIS ARTICLE SHALL APPLY REGARDLESS OF FORM OR LEGAL THEORY OF ANY CLAIM WHETHER IN TORT (INCLUDING BUT NOT LIMITED TO ANY CLAIM FOR BREACH OF IMPLIED WARRANTY OF FITNESS OR MERCHANTABILITY), OR OTHERWISE, FOR DIRECT, OR INCIDENTAL DAMAGES OR FOR DAMAGES RESULTING FROM LOSS OF USE, LOSS OF PROFIT, OR LOSS DUE TO BUSINESS INTERRUPTION. THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS EQUIPMENT USE AGREEMENT.

### **SECTION 8.02 - Insurance**

A. Non-Member Air Carrier shall procure and maintain in full force and effect or cause to be procured and maintained at all times hereunder, at its own expense insurance as specified on the attached Exhibit A, or such other coverage as may be required by TBITEC or City from time to time, with insurance companies acceptable to TBITEC and City covering all Services or operations under this Equipment Use Agreement, whether performed by Non-Member Air Carrier or by its contractors or subcontractors of any tier. The obligation to maintain insurance is a material term of this Equipment Use Agreement. Failure to carry or keep such insurance in force will constitute a default under the terms of this Equipment Use Agreement, and an automatic loss of the right to use the Aeronautical Equipment without need of any notice.

B. Non-Member Air Carrier will provide TBITEC certificates evidencing that such insurance is in force and will include TBITEC, its Consortium Manager and City as additional insureds on each such certificate. TBITEC and City will be entitled to examine any insurance policies evidenced by such certificates of insurance and Non-Member Air Carrier will submit accurate and complete copies thereof upon request.

C. In the event Company fails to perform any obligation required by this Section 8.02, TBITEC may do all things necessary to perform such obligation. Any costs, including, without limitation, premiums and deductibles incurred by TBITEC, will be included in the Aeronautical Equipment Use Fees of Non-Member Air Carrier under this Equipment Use Agreement.



## **EXHIBIT A-10 EQUIPMENT USE AGREEMENT**

D. Non-Member Air Carrier will require in its agreements with its contractors or subcontractors of any tier that all policies of insurance that are in any way related to the Services being performed and that are secured and maintained by the contractors or subcontractors of any tier include clauses providing that each insurance carrier will waive all of its rights of recovery, under subrogation or otherwise, against TBITEC, its Consortium Manager and City.

E. Non-Member Air Carrier agrees that any insurance protection furnished hereunder shall in no way limit Non-Member Air Carrier's responsibility to indemnify and save harmless TBITEC or City under this Equipment Use Agreement.

### **ARTICLE IX**

#### **COMPLIANCE WITH ALL LAWS**

##### **SECTION 9.01 - Compliance with Laws**

Non-Member Air Carrier will at all times observe and comply, and cause its employees, agents, contractors, subcontractors of any tier, or suppliers to observe and comply, with all applicable federal, state and local laws, ordinances, rules, regulations and executive orders now existing or hereinafter in effect, whenever Non-Member Air Carrier utilizes the Aeronautical Equipment during the term of this Equipment Use Agreement. Provision(s) required by law, ordinance, rules, regulations or executive orders to be inserted in this Equipment Use Agreement will be deemed inserted whether or not they appear in this Equipment Use Agreement, or upon application by either party, this Equipment Use Agreement will forthwith be physically amended to make such insertion; however, in no event will the failure to insert such provision(s) prevent the enforcement of such provision or this Equipment Use Agreement.

##### **SECTION 9.02 - Environmental Laws**

A. It will be the responsibility of Non-Member Air Carrier to be aware of and to conduct all Services or operations in conformance with all applicable Environmental Laws, including, but not limited to, environmental requirements regarding the storage, use and disposal of Hazardous Materials, pollution control, Releases or threatened Releases of Hazardous Materials to the environment, as promulgated by any federal, state, county, City, or other governmental agency having jurisdiction, as may be amended, and will be fully responsible for enforcing compliance with these safety regulations and procedures on the part of all its employees, agents, contractors, and subcontractors of any tier.

B. Non-Member Air Carrier, at the request of City or TBITEC, shall make available for inspection and copying upon reasonable notice and at reasonable times, any or all of the documents and materials Non-Member Air Carrier has prepared pursuant to any Environmental Law or submitted to any governmental regulatory agency. If an Environmental Law requires filing of any notice or report of a Release or threatened Release of Hazardous Materials on, under or about Premises, Non-Member Air Carrier shall provide a copy of such report or notice to TBITEC, and to the extent practicable, shall receive the approval of TBITEC prior to submitting such notice or report to the appropriate governmental agency.

C. TBITEC shall have the right to inspect the Aeronautical Equipment and the parts of Premises used by Non-Member Air Carrier to confirm that Non-Member Air Carrier is using the Aeronautical Equipment and Premises in accordance with Environmental Laws. Non-Member Air Carrier, at the request of TBITEC and at Non-Member Air Carrier's expense, shall conduct such testing and analysis as is necessary to ascertain whether Non-Member Air Carrier is using the Aeronautical Equipment and Premises in compliance with all Environmental Laws. Any such tests shall be conducted by qualified independent

## **EXHIBIT A-10 EQUIPMENT USE AGREEMENT**

experts chosen by Non-Member Air Carrier and subject to TBITEC's reasonable approval. Copies of reports from any such testing shall be provided by Non-Member Air Carrier to TBITEC.

D. If Non-Member Air Carrier fails to comply with any applicable Environmental Laws, TBITEC may take necessary measures to ensure compliance with Environmental Laws at Non-Member Airline's expense.

E. In the event of a Release or threatened Release of Hazardous Materials to the environment relating to or arising out of Non-Member Air Carrier's use of the Aeronautical Equipment or occupancy of Premises, or in the event any claim, demand, action or notice is made against Non-Member Air Carrier regarding Non-Member Air Carrier's failure or alleged failure to comply with any Environmental Laws, Non-Member Air Carrier immediately shall notify TBITEC in writing and shall provide TBITEC with copies of any written claims, demands, notices, or actions so made.

### **SECTION 9.03 - Airport Rules and Regulations**

A. Non-Member Air Carrier shall comply and shall cause its agents, employees, guests, invitees, and contractors to comply with all rules and regulations governing the conduct at and operations of the Airport, promulgated or adopted from time to time by City.

B. Nothing herein shall be construed to prevent Non-Member Air Carrier from contesting in good faith any rule or regulation of the Airport, without being considered in default of this Equipment Use Agreement so long as such contest is diligently commenced and prosecuted by Non-Member Air Carrier.

## **ARTICLE X**

### **DEFAULT**

#### **SECTION 10.01 - Events of Default**

The following will constitute events of default:

A. The failure by Non-Member Air Carrier to pay any Equipment Use Fees or other charges required to be paid hereunder at the times specified herein;

B. Any material misrepresentation made by Non-Member Air Carrier to TBITEC;

C. The failure of Non-Member Air Carrier to observe and perform any covenant, condition, agreement or other obligation under this Equipment Use Agreement for a period of thirty (30) days after notice specifying such failure; provided, however, that any such failure which can be cured, but which cannot, with due diligence, be cured within such thirty (30)-day period, shall not constitute an event of default if corrective action is instituted by Non-Member Air Carrier within the applicable period and diligently pursued until the failure is corrected;

D. The admission by Non-Member Air Carrier of insolvency, bankruptcy or the inability of Non-Member Air Carrier to pay its debts as they mature, or the making of an assignment for the benefit of creditors, or any other act of insolvency, bankruptcy or assignment which renders Non-Member Air Carrier incapable of performing the Services in accordance with the terms and conditions of the Agreement to the extent as may be permitted by law;

**EXHIBIT A-10**  
**EQUIPMENT USE AGREEMENT**

E. The termination, for whatever reason, of Non-Member Air Carrier's agreement for Services with Air Carrier(s) operating at Premises;

F. Pursuant to Section 3.03 of this Equipment Use Agreement, the termination, for whatever reason, of any license, permit or other qualification required of Non-Member Air Carrier to perform Services at Airport.

G. Failure to keep or carry insurance in force as required by this Equipment Use Agreement.

**SECTION 10.02 - Consequences of Default**

A. Upon the occurrence and continuation of any event of default, TBITEC, to the extent permitted by law, may declare Non-Member Air Carrier in default of this Equipment Use Agreement. TBITEC will notify Non-Member Air Carrier in writing of the default and its intention to invoke any or all of the remedies available hereunder unless such default is cured to TBITEC's sole satisfaction within five (5) business days from the receipt of such notice by Non-Member Air Carrier. Any such decision by TBITEC will be final and effective after the cure period as defined herein has expired. Upon the giving of such notice as provided herein, TBITEC may invoke any or all of the following remedies:

(i) The right to terminate this Equipment Use Agreement and exclude Non-Member Air Carrier from the access to and use of any or all of the Aeronautical Equipment;

(ii) The right of specific performance, an injunction, or any other appropriate equitable remedy; or

(iii) The right to money damages.

B. Non-Member Air Carrier shall be liable for any outstanding obligations, and all costs associated with the collection of any delinquent payments including but not limited to attorney's fees.

**SECTION 10.03 - Non-Exclusivity; Waivers; Remedies Cumulative**

The remedies under the terms of this Equipment Use Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy will be cumulative and will be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. The failure of either party to demand strict performance of the terms of this Equipment Use Agreement shall not constitute a waiver thereof or on the right to insist on such performance.

**ARTICLE XI**

**GENERAL CONDITIONS**

**SECTION 11.01 - Incorporation of Recitals and Exhibits**

The recitals and the exhibits referenced herein and attached hereto are hereby made a part of this Equipment Use Agreement.

[Remainder of this page is intentionally left blank]



**EXHIBIT A-10**  
**EQUIPMENT USE AGREEMENT**

**SECTION 11.02 - Representatives**

Non-Member Air Carrier shall designate and identify at the time of execution of this Equipment Use Agreement its named representative who shall constitute the point of receipt for all communications relating to this Equipment Use Agreement unless otherwise provided for herein. For purposes of this Equipment Use Agreement, the Consortium Manager or its successor shall represent TBITEC in all matters relating to this Equipment Use Agreement and shall constitute the point of receipt of all communications, unless expressly specified otherwise by TBITEC. In all provisions of this Equipment Use Agreement in which TBITEC's written approval or consent is required such approval or consent shall be that of the Consortium Manager unless notified in writing by TBITEC otherwise.

**SECTION 11.03 - Notices**

Except as otherwise provided in this Equipment Use Agreement, any notice, demand, or other correspondence given under this Equipment Use Agreement shall be in writing and given by delivering the notice in person or by commercial courier, or by sending it by first-class mail, certified mail, return receipt requested with postage prepaid, or by overnight commercial express mail to:

TBITEC:

Tom Bradley International Terminal Equipment Company  
380 World Way  
Box S-18  
Los Angeles, CA 90045  
Phone: 310-646-9378

NON-MEMBER AIR CARRIER:

Name  
Address  
Address 2  
City, State, Zip

or to such other address as either TBITEC or Non-Member Air Carrier may designate as its new address for such purpose by notice given to the other in accordance with this Section. Any notice hereunder shall be deemed to have been given and received two (2) days after the date when it is mailed, if sent by first-class, certified mail, one day after the date when it is mailed if sent by overnight express mail, upon the date personal delivery is made.

**SECTION 11.04 - Successors and Assigns**

Each and all of the conditions and covenants of this Equipment Use Agreement shall extend to and bind and inure to the benefit of TBITEC and Non-Member Air Carrier, and the legal representatives, successors, and assigns of either or both of them.

**EXHIBIT A-10**  
**EQUIPMENT USE AGREEMENT**

**SECTION 11.05 - Sublicensing and Assignment by TBITEC**

Non-Member Air Carrier shall not assign, transfer, or encumber its interest in this Equipment Use Agreement, either in whole or in part (any of the foregoing actions referred to herein as a "Transfer"), without obtaining in advance the written consent of TBITEC, which consent shall not be unreasonably withheld or delayed. No consent to any Transfer shall constitute a further waiver of the provisions of this paragraph.

**SECTION 11.06 - Force Majeure**

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor disputes, riots, war, acts of public enemies, earthquakes, actions of the elements or civil commotion, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Non-Member Air Carrier from the timely payment of all sums due under this Equipment Use Agreement, including without limitation all Equipment Use Fees.

**SECTION 11.07 - Suspension**

If City's operation of Airport or TBITEC's or Non-Member Air Carrier's operations at the Airport should be substantially restricted by action of any competent governmental authority with sovereignty over City, either party hereto shall have the right, upon written notice to the other, to a suspension of this Equipment Use Agreement. The provisions of this Section shall not operate to excuse Non-Member Air Carrier from the timely payment of all sums due under this Equipment Use Agreement, including without limitation all Equipment Use Fees.

**SECTION 11.08 - Utilities; Waiver of Damages**

Non-Member Air Carrier hereby expressly waives any and all claims for damages arising or resulting from failures or interruptions of utility Services furnished by TBITEC or City hereunder including but not limited to electricity, gas, water, plumbing, sewage, telephone, communications, or for the failure or interruption of any public or passenger conveniences.

**SECTION 11.09 - Third Party Rights**

Nothing contained herein will be deemed to create any contractual relationship between the Consortium Manager, the Maintenance Operator, and the Non-Member Air Carrier or any of its employees, agents, contractors, and subcontractors of any tier, nor will anything contained in this Equipment Use Agreement be deemed to give any third party any claim or right of action against City, TBITEC, the Consortium Manager, or the Maintenance Operator which does not otherwise exist without regard to this Equipment Use Agreement. Nothing contained herein shall be construed as creating an agency relationship between TBITEC and Non-Member Air Carrier. Non-Member Air Carrier shall at all times be a licensee.

[Remainder of this page is intentionally left blank]

**EXHIBIT A-10**  
**EQUIPMENT USE AGREEMENT**

**SECTION 11.10 - No Joint Venture**

It is expressly agreed that TBITEC is not, in any way or for any purpose, a partner of Non-Member Air Carrier in the conduct of Non-Member Air Carrier's business or a member of a joint enterprise with Non-Member Air Carrier, and does not assume any responsibility for Non-Member Air Carrier's conduct or performance of this Equipment Use Agreement.

**SECTION 11.11 - Attorneys' Fees**

In the event that Non-Member Air Carrier or TBITEC fails to perform any of its obligations under this Equipment Use Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Equipment Use Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder (whether or not such action is prosecuted to judgment), including, without limitation, court costs and reasonable attorneys' fees.

**SECTION 11.12 - Survival of Indemnities**

Expiration or termination of this Equipment Use Agreement shall not affect the right of either party to enforce any and all indemnities given or made to the other party under this Equipment Use Agreement, nor shall it effect any provision of this Equipment Use Agreement that expressly states it shall survive termination hereof. Each party hereto specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Equipment Use Agreement, the indemnitor has an immediate and independent obligation to defend the indemnitees from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the indemnitor by the indemnitee.

**SECTION 11.13 - No Additional Waiver Implied by One Waiver**

In the event any agreement contained in this Equipment Use Agreement is breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder.

**SECTION 11.14 - Severability**

In the event any covenant, phrase, clause, paragraph, Article, Section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, then any invalidity of such covenant, phrase, clause, paragraph, Article, Section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, Article, Section, condition or provision herein contained, and such determination shall not invalidate or render this Equipment Use Agreement unenforceable.

**SECTION 11.15 - Amendments**

This Equipment Use Agreement contains all the agreements of the parties and, except as expressly provided herein, cannot be further amended or modified except by written agreement signed by TBITEC and Non-Member Air Carrier.



**EXHIBIT A-10  
EQUIPMENT USE AGREEMENT**

**SECTION 11.16 - Execution in Counterparts**

This Equipment Use Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

THEREFORE, the parties by their authorized representatives have executed this Equipment Use Agreement on the dates provided below.

Tom Bradley International Terminal Equipment  
Company, Inc.

Airline

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Sheila O'Neil \_\_\_\_\_

Name: \_\_\_\_\_

Title: Chairperson \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A-10  
EQUIPMENT USE AGREEMENT**

**INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS**

The insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" are the minimum required and must be at least the level of the Combined Single Limits indicated.

|     |  | <u>LIMITS</u>    |
|-----|--|------------------|
| (X) | Workers' Compensation (Statutory)/Employer's Liability   | Statutory        |
| (X) | Broad Form All States Endorsement  |                  |
| (X) | Voluntary Compensation Endorsement   |                  |
| (*) | Longshoremen's and Harbor Workers' Compensation Act Endorsement  |                  |
| (X) | Waiver of Subrogation, specifically naming LAWA<br>(Blanket endorsements are not acceptable)           |                  |
| (X) | Automobile Liability - covering owned, non-owned & hired auto  | \$10,000,000 CSL |
| (X) | Commercial General Liability or Airport/Aviation Liability<br>including the following coverage:        | \$10,000,000 CSL |
| (X) | Premises and Operations  |                  |
| (X) | Contractual (Blanket/Schedule)   |                  |
| (X) | Independent Contractors  |                  |
| (X) | Broad Form Property Damage   |                  |
| (X) | Personal Injury  |                  |
| (X) | Additional Insured endorsement, specifically naming LAWA<br>(Blanket Endorsements are not acceptable). |                  |
| *** | Coverage for Hazardous Substances  |                  |
|     | Sudden Occurrence  | ***              |
|     | Non-sudden Occurrence  | ***              |

Comments: \* if exposure exists, coverage is required.  
\*\*\* Must meet Federal and/or State requirements.

Contractor shall be held responsible for own or hired equipment and shall hold airport harmless from loss, damage or destruction to such equipment.

INSURANCE COMPANIES MUST HAVE A BEST RATING OF A- OR BETTER, WITH A MINIMUM FINANCIAL SIZE OF AT LEAST 4.

**Note:** The Insurance Requirements for Los Angeles World Airports are subject to change from time to time. The Contractor is at all times required to be in compliance with the Insurance Requirements that are in effect for Los Angeles World Airports and is responsible for all costs associated therewith.

# EXHIBIT B

## INSURANCE REQUIREMENTS



LOS ANGELES WORLD AIRPORTS

|                     |  |
|---------------------|--|
| Name:               | TOM BRADLEY INTERNATIONAL TERMINAL EQUIPMENT COMPANY (TBITEC)  |
| Agreement/Activity: | Contract / Provide Management and Oversight of Common Use Facilities, Equipment, and Services for LAWA |
| LAWA Division:      | City Attorney Officer  |
| Wizard ID No.:      | N/A  |
| SAP No.:            | N/A  |
| Term:               | 5 Years  |

**The following Primary and Ancillary Insurance is required for this contract with minimum limits outlined and is subject to the terms and conditions set forth in Section 10 of the General Insurance Provisions in the Contract.**

| Primary Insurance                      |   |
|--|---|
| (X) Required                           | <b>Workers Compensation, Statutory Limits</b><br><b>Employer Liability</b><br>\$1,000,000 each accident<br>\$1,000,000 each employee by disease<br>\$1,000,000 policy limit by disease  |
| (X) Required                           | <b>General Liability</b><br>\$10,000,000 per occurrence<br>\$10,000,000 general aggregate<br>\$10,000,000 personal and advertising injury<br>\$10,000,000 products/completed operations |
| (X) Required                           | <b>Commercial Auto Liability</b><br>\$10,000,000 combined single limit  |
| Ancillary Insurance, as Required Below |   |
| (X ) Required                          | <b>Professional Liability</b><br>\$1,000,000 per claim and \$2,000,000 annual aggregate   |
| Ancillary Insurance, as Required Below |   |



|   |   |
|---|---|
| (X) Required<br>(refer to specific coverage required) | <b>Property Insurance, All Risk/Special Form Coverage</b><br><br>(X) Tenant Contents/Coverage for Personal Property (X) Replacement Value<br>(X) Tenant improvements<br>() Builder's Risk Insurance<br>() Earthquake coverage limit: - Replacement Value<br>() Flood coverage limit: - Replacement Value<br>() Terrorism coverage |
| () Required   | <b>Installation Floater</b>   |
| () Required   | <b>Pollution Legal Liability – Must meet policy limits.</b><br><br>\$_____ per occurrence and \$_____ per aggregate   |
| () Required   | <b>Network Security and Privacy Liability (Cyber Liability)</b><br>\$_____ per incident and \$_____ annual aggregate  |
| () Required   | <b>Aircraft and Passenger Liability</b><br>\$_____ per occurrence/per passenger fixed wing<br>\$_____ per occurrence/per passenger rotorcraft   |
| ( ) Required  | <b>Garage Keeper's Liability</b><br>\$___ per occurrence and \$___ annual aggregate   |
| () Required   | <b>Hangar Keeper's Liability</b><br>\$_____ per occurrence and \$_____ annual aggregate   |
| ( ) Required  | <b>Liquor Liability</b><br>\$___ per occurrence and \$___ annual aggregate  |
| ( ) Required  | <b>Crime Insurance or Fidelity Bond</b><br><br>\$_____ Theft, dishonesty, disappearance, forgery, alteration, and destruction   |

Evidence of Contractor's insurance, including all required endorsements, must be uploaded into Contractor's insurance profile at [PinsAdvantage.com](https://PinsAdvantage.com). Please upload these Special Insurance Requirement with your evidence of insurance. Contact LAWA Risk Management at [riskinsurance@lawa.org](mailto:riskinsurance@lawa.org) or your Contract Administrator responsible for your contract if you have questions.

07/2024

## 17. General Insurance Provisions

(version 11/2023)

**17.1. Primary Insurance Requirements.** Contractor shall maintain at its sole expense and keep in effect during the term of this Contract, the following types of insurance in amounts specified in the Special Insurance Provisions attached hereto and incorporated herein by reference.

**17.1.1. Workers' Compensation and Employer's Liability Insurance.** Contractor shall maintain Workers' Compensation Insurance as required by the State of California including coverage for Employer's Liability with limits per accident, employee, and disease.

**17.1.2. Commercial General Liability Insurance.** Contractor shall maintain Commercial General Liability Insurance (CGL) providing coverage for bodily injury, property damage, and personal and advertising injury through any combination of primary and excess or umbrella liability insurance policies with annual reinstatement of the general aggregate limit at each policy period renewal. The CGL shall include broad contractual liability.

The CGL insurance must be written on an ISO occurrence form CG 00 01 or substitute forms providing equivalent coverage. All excess or umbrella policies shall be follow-form and afford no less coverage than the primary policy. Coverage shall apply for both ongoing and completed operations on a form acceptable to LAWA. Coverage shall be provided to LAWA for liability and any damage to property and injury or death of persons, unless caused by LAWA'S sole or active negligence or willful misconduct.

For construction contracts, completed operations coverage must be in place for the entire California State Statute of Repose which is currently ten (10) years. The liability insurance requirements as noted in the Special Insurance Provisions can be met through a Contractor Controlled Insurance Program (CCIP), however, LAWA reserves the right to review and approve the program prior to starting work.

**17.1.3. Commercial Automobile Insurance.** Contractor shall maintain Commercial Auto Insurance written on ISO form CA 00 01 (or substitute form providing equivalent liability coverage). Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos) and may be satisfied by a combination of primary and excess and/or umbrella policies. Insurance limits will vary depending on Contractor's access to Air Operations Area "AOA". All excess or umbrella policies shall contain a drop-down clause in the event of exhaustion of primary limits and provide coverage for primary auto liability. Coverage shall include an MCS 90 endorsement for Contractor's hauling or transporting hazardous materials.

**17.2. Ancillary Insurance Requirements.** Contractor shall maintain at its sole expense and keep in effect during the term of this Contract, ancillary insurance coverages, if required by LAWA and identified in the Special Insurance Provisions, with terms and conditions outlined below:

**17.2.1. Professional Liability Insurance.** Contractor shall maintain Professional Liability Insurance providing coverage for the professional services provided under this Contract.

The policy must have a retroactive date prior to the effective date of the Contract. Contractor agrees to maintain coverage continuously for a period of no less than three (3) years following project acceptance by LAWA.

- 17.2.2. Contractor's Pollution Liability Insurance.** Contractor shall maintain Contractor's Pollution Liability Insurance providing coverage for bodily injury, property damage, personal injury and environmental site restoration including fines and penalties in accordance with applicable EPA or state regulations. Coverage shall extend to losses from the release or escape of pollutants including discharge of pollutants brought to the site, release of pre-existing pollutants at the site whether sudden or gradual over time and mold resulting from Contractor's work. Coverage must also extend to first-party clean-up costs, business interruption, loss of rents, and extra expense and include coverage for completed operations up to ten (10) years following project acceptance by LAWA.
- 17.2.3. Property Insurance.** Contractor shall maintain Property Insurance providing coverage for the building, including contents, tenant improvements, and/or builders' risk on an All Risk/Special Form for all risks of physical loss or damage for all real property or improvements Contractor may be required to insure, including flood and earthquake coverage, for not less than the full replacement cost. Property insurance deductibles are the sole responsibility of the Contractor and must be approved by LAWA.
- 17.2.4. Installation Floater.** Contractor shall maintain an Installation Floater providing coverage for the value of equipment to be installed and shall include LAWA as an insured and loss payee. Coverage for testing, water damage, mechanical breakdown, and electrical injury shall be included.
- 17.2.5. Pollution Legal Liability Insurance.** Contractor shall maintain Pollution Legal Liability Insurance providing coverage for bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. The insurance shall cover cleanup, including cleanup of pollutants on and migrating away from the insured location, restoration, business interruption, and extra expense as a result of release of pollutants. Coverage shall apply to non-owned disposal sites and shall meet any requirements of proof of financial responsibility laws for underground storage tanks, if appropriate. Contractor agrees to maintain coverage continuously for a period of no less than three (3) years following project acceptance by LAWA.
- 17.2.6. Network Security and Privacy Liability Insurance (Cyber liability).** Contractor shall maintain Network Security and Privacy Liability Insurance (Cyber liability) providing coverage sufficiently broad to respond to the duties and obligations undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of



electronic information, extortion, introduction, implantation or spread of malicious software code and network security including unauthorized access to or use of computer systems or business data. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

**17.2.7. Aircraft and Passenger Liability Insurance.** Contractor shall maintain Aircraft and Passenger Liability Insurance providing coverage for third party bodily injury and property damage. All excess or umbrella policies shall be follow-form and afford no less coverage than the primary policy. Limits will vary based on federal requirements, passenger and/or cargo capacity.

**17.2.8. Garage Keeper's Liability Insurance.** Contractor shall maintain Garage Keeper's Liability Insurance providing coverage that includes liability for loss or damage to vehicles which are the property of others and in the care, custody, or control of Contractor for storage, repair, or safekeeping.

**17.2.9. Hangar Keeper's Liability Insurance.** Contractor shall maintain Hangar Keeper's Liability Insurance providing coverage that includes liability for loss or damage to aircraft which are the property of others and in the care custody and control of Contractor for storage, repair, or safekeeping.

**17.2.10. Liquor Liability Insurance.** Contractor shall maintain Liquor Liability Insurance providing coverage that includes liability for claims arising from the sale or serving of alcohol on LAWA's premises. Coverage may be endorsed on the commercial general liability policy or through a stand-alone policy.

**17.2.11. Crime Insurance or Fidelity Bond Insurance.** Contractor shall maintain Crime Insurance or Fidelity Bond Insurance providing coverage for commercial crime insurance or a fidelity bond naming LAWA as a loss payee. The policy or bond shall cover theft, dishonesty, disappearance, forgery, alteration, and destruction caused by employee of Contractor.

**17.3. General Provisions:**

**17.3.1. Additional Insureds.** Contractor's insurance, with exception of workers compensation and professional liability, if required, shall name City of Los Angeles, Department of Airports, also known as Los Angeles World Airports (referred to as "LAWA"), and its Board of Airport Commissioners, directors, officers, employees, their successors, and assigns as additional insureds.

**17.3.2. Primary Insurance.** Contractor's insurance shall be primary and non-contributory with any insurance maintained by LAWA and shall include cross liability or severability of interest, if applicable.

**17.3.3. Notice of Cancellation.** Contractor's insurance shall be endorsed to provide LAWA with notice thirty (30) days prior to cancellation of any required coverage except for non-payment which may be with ten (10) days notice of cancellation.

**17.3.4. Acceptability of Insurers.** All required insurance shall be written by companies having an AM Best's rating of A- VII or equivalent, as determined by LAWA.

**17.3.5. Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention

maintained by Contractor for any required coverage must be declared and approved by LAWA. LAWA reserves the right to request financial statements and Contractor agrees to be fully responsible for payment of any such deductibles or self-insured retentions.

**17.3.6. Insurance Compliance.** Contractor shall deliver to LAWA certificates of insurance on an Acord or equivalent form signed by an authorized representative of the insurers prior to the execution of this Contract, prior to commencing any work or service, and at least ten (10) days prior to the renewal or replacement of any of the required insurance, or upon reasonable request by LAWA. Certificates of insurance must include all required endorsements, including but not limited to additional insured, primary and non-contributory, notice of cancellation, and waiver of subrogation, as applicable. Contractor will not receive a notice to proceed until LAWA has approved insurance. LAWA reserves the right to request copies of required insurance policies, as needed.

**Certificate holder shall read:**

City of Los Angeles, Department of Airports,  
also known as Los Angeles World Airports  
P. O. Box 92216  
Los Angeles, CA 90009  
ATTN: Risk Management Department

Should Contractor fail to obtain and maintain the required insurance, LAWA reserves the right, upon ten (10) days prior written notice to Contractor of its intention to do so, to obtain and maintain such insurance on behalf of Contractor. Contractor shall be responsible for all costs incurred with respect to such insurance obtained by LAWA, plus administrative overhead.

**17.3.7. Maintenance of Insurance.** Contractor shall maintain all required insurance throughout

the entire duration of this Contract without any lapse in coverage or reduction in required limits. LAWA reserves the right to reevaluate and adjust the insurance types and coverage limits required herein annually.

**17.3.8. Waiver.** Contractor agrees to waive all rights of recovery against LAWA, and cause its Workers' Compensation, Commercial General Liability, Automobile Liability, and Umbrella/Excess insurance policies to be endorsed to waive subrogation against LAWA. Contractor is solely responsible for insuring, repairing, or replacing any of its personal property and tools and equipment, whether owned, non-owned, or hired. Contractor waives all right of recovery or subrogation against LAWA regardless of cause of damage.

**17.3.9. Self-Insurance.** LAWA recognizes that some insurance requirements contained in this Contract may be fulfilled by self-insurance on the part of the Contractor. Self-insurance shall not in any way limit liabilities assumed by Contractor under this Contract including

but not limited to naming LAWA as an additional insured and waiving rights of recovery. Any self-insurance shall be approved in writing by LAWA upon satisfactory evidence of financial capacity. Contractor obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insured retentions.

17.3.10. **Subcontractors Insurance.** Contractor shall require insurance of its subcontractors for the types and coverage limits appropriate for the exposure in consultation with LAWA. In no event shall the insurance required of the Contractor be reduced or altered by the coverage maintained by subcontractors.



### **Sec. 10.8.3. Equal Employment Practices Provisions.**

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$1,000 or more shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

**A.** During the performance of this Contract, the Contractor agrees and represents that it will provide Equal Employment Practices and the Contractor and each Subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to, or because of, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. The Contractor agrees to post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.

**B.** The Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

**C.** At the request of the Awarding Authority or the DAA, the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

**D.** The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the awarding authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Contracts. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.

**E.** The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City Contracts. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

**F.** Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City Contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to, and retained by, the City of Los Angeles. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that the said Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such a determination, the Contractor shall be disqualified from being awarded a Contract with the City of Los Angeles for a period of two years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.

**G.** Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

**H.** The Board of Public Works shall promulgate rules and regulations through the DAA, and provide necessary forms and required language to the Awarding Authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this Contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish the contract compliance program.

**I.** Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

**J.** By affixing its signature on a Contract that is subject to this article, the Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

**K.** Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:

1. hiring practices;
2. apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;

3. training and promotional opportunities; and
4. reasonable accommodations for persons with disabilities.

L. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City, and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

#### SECTION HISTORY

Amended by: Ord. No. 147,030, Eff. 4-28-75; Subsecs. A., B., C., Ord. No. 164,516, Eff. 4-13-89; Subsec. C., Ord. No. 168,244, Eff. 10-18-92; Ord. No. 173,186, Eff. 5-22-00; Subsec. F., Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

#### **Sec. 10.8.4. Affirmative Action Program Provisions.**

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$25,000 or more shall contain the following provisions which shall be designated as the **AFFIRMATIVE ACTION PROGRAM** provisions of such Contract:

A. During the performance of a City Contract, the Contractor certifies and represents that the Contractor and each Subcontractor hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

1. This section applies to work or services performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. The Contractor shall post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.

B. The Contractor shall, in all solicitations or advertisements for employees placed, by or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

C. At the request of the Awarding Authority or the DAA, the Contractor shall certify on an electronic or hard copy form to be supplied, that the Contractor has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City Contracts and, upon request, to provide evidence that it has or will comply therewith.

E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City Contracts may be deemed to be a material breach of a City Contract. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has breached the Affirmative Action Program provisions of a City Contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the Contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the Contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City Contract, there may be deducted from the amount payable to the Contractor by the City of Los Angeles under the contract, a penalty of ten dollars for each person for each calendar day on which the person was discriminated against in violation of the provisions of a City Contract.

H. Notwithstanding any other provisions of a City Contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.

J. Nothing contained in City Contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration of the Contract. The Awarding Authority may also require Contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying



Affirmative Action Program.

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

(a) Recruit and make efforts to obtain employees through:

(i) Advertising employment opportunities in minority and other community news media or other publications.

(ii) Notifying minority, women and other community organizations of employment opportunities.

(iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.

(iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.

(v) Promoting after school and vacation employment opportunities for minority, women and other youth.

(vi) Validating all job specifications, selection requirements, tests, etc.

(vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.

(viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.

(b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.

(c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.

(d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.

(e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.

(f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.

(g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Contracts.

(h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:

(i) What steps were taken, how and on what date.

(ii) To whom those efforts were directed.

(iii) The responses received, from whom and when.

(iv) What other steps were taken or will be taken to comply and when.

(v) Why the Contractor has been or will be unable to comply.

2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the Contractor, Subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the Contractor's, Subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

N. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by Contractors engaged in the performance of City Contracts.

O. All Contractors subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

#### SECTION HISTORY

Amended by Ord. No. 147,030, Eff. 4-28-75; Subsecs. A., B., C., Ord. No. 164,516, Eff. 4-13-89; Subsecs. B. and C., Ord. No. 168,244, Eff. 10-18-92; Title and Section, Ord. No. 173,186, Eff. 5-22-00; Subsec. F., Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

## CHAPTER 1, ARTICLE 11

### LIVING WAGE

- Section
- 10.37 Legislative Findings.
  - 10.37.1 Definitions.
  - 10.37.2 Payment of Minimum Compensation to Employees.
  - 10.37.3 Health Benefits.
  - 10.37.4 Employer Reporting and Notification Requirements.
  - 10.37.5 Retaliation Prohibited.
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  - 10.37.9 Coexistence with Other Available Relief for Specific Deprivations of Protected Rights.
  - 10.37.10 Expenditures Covered.
  - 10.37.11 Timing of Application.
  - 10.37.12 Express Supersession by Collective Bargaining Agreement.
  - 10.37.13 Liberal Interpretation of Coverage; Rebuttable Presumption of Coverage.
  - 10.37.14 Contracts, Employers and Employees Not Subject to this Article.
  - 10.37.15 Exemptions.
  - 10.37.16 Severability.

#### Sec. 10.37. Legislative Findings.

The City awards many contracts to private firms to provide services to the public and to City government. Many lessees or licensees of City property perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City also provides financial assistance and funding to other firms for the purpose of economic development or job growth. The City expends grant funds under programs created by the federal and state governments. These expenditures serve to promote the goals established for the grant programs and for similar goals of the City. The City intends that the policies underlying this article serve to guide the expenditure of such funds to the extent allowed by the laws under which such grant programs are established.

Experience indicates that procurement by contract of services all too often has resulted in the payment by service contractors to their employees of wages at or slightly above the minimum required by federal and state minimum wage laws. The minimal compensation tends to inhibit the quantity and quality of services rendered by those employees to the City and to the public. Underpaying employees in this way fosters high turnover, absenteeism and lackluster performance. Conversely, adequate compensation promotes amelioration of these undesirable conditions. Through this article, the City intends to require service contractors to provide a minimum level of compensation which will improve the level of services rendered to and for the City.

The inadequate compensation leaves service employees with insufficient resources to afford life in Los Angeles. Contracting decisions involving the expenditure of City funds should not foster conditions that place a burden on limited social services. The City, as a principal provider of social support services, has an interest in promoting an employment environment that protects such limited resources. In requiring the payment of a higher minimum level of compensation, this article benefits that interest.

In comparison with the wages paid at San Francisco International Airport, the wage for Los Angeles airport workers is often lower even though the airports are similar in the number of passengers they serve and have similar goals of providing a living wage to the airport workforce. Studies show that higher wages at the airport leads to increases in worker productivity and improves customer service. Higher wages for airport workers also results in a decline in worker turnover, yielding savings to the employers and alleviating potential security concerns. Therefore, the City finds that a higher wage for airport employees is needed to reduce turnover and retain a qualified and stable workforce.

Many airport workers who provide catering services to the airlines are paid below the living wage. Federal law allows employment contract agreements between airline caterers and its workers to remain in effect without an expiration date, effectively freezing wages for workers. Long-term employment contract agreements provide little incentive for employers to renegotiate the employment contract agreements with their workers. Airline catering



workers often struggle to pay their bills, sometimes having to choose between paying medical bills and buying food for their families. The City finds that airline caterers should pay their workers, at a minimum, the living wage with benefits.

Airport workers are also the first to respond when an emergency occurs at the airport. In order to properly assist first responders during a crisis at the airport, the City finds that airport employees of Certified Service Provider License Agreement holders should be formally trained for an emergency response at the airport.

Nothing less than the living wage should be paid by employers that are the recipients of City financial assistance. Whether workers are engaged in manufacturing or some other line of business, the City does not wish to foster an economic climate where a lesser wage is all that is offered to the working poor.

The City holds a proprietary interest in the work performed by many employees of City lessees and licensees and by their service contractors, subcontractors, sublessees and sublicensees. The success or failure of City operations may turn on the success or failure of these enterprises, for the City has a genuine stake in how the public perceives the services rendered for them by such businesses. Inadequate compensation of these employees adversely impacts the performance by the City's lessee or licensee and thereby hinders the opportunity for success of City operations. A proprietary interest in providing a living wage is important for various reasons, including, but not limited to: 1) the public perception of the services or products rendered to them by a business; 2) security concerns related to the location of the business or any product or service the business produces; or 3) an employer's industry-specific job classification which is in the City's interest to cover by the living wage. This article is meant to cover all such employees not expressly exempted.

Requiring payment of the living wage further serves a proprietary concern of the City. If an employer does not comply with this article, the City may: 1) declare a material breach of the contract; 2) declare the employer non-responsible and limit its ability to bid on future City contracts, leases or licenses; and 3) exercise any other remedies available.

#### SECTION HISTORY

Article and Section Added by Ord. No. 171,547, Eff. 5-5-97.  
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

#### Sec. 10.37.1. Definitions.

The following definitions shall apply throughout this article:

(a) "Airline Food Caterer" means any Employer that, with respect to the Airport:

(1) prepares food or beverage to or for aircraft crew or passengers;

(2) delivers prepared food or beverage to or for aircraft crew or passengers;

(3) conducts security or inspection of aircraft food or beverage; or

(4) provides any other service related to or in connection with the preparation of food or beverage to or for aircraft crew or passengers.

(b) "Airport" means the Department of Airports and each of the airports which it operates.

(c) "Awarding Authority" means the governing body, board, officer or employee of the City or City Financial Assistance Recipient authorized to award a Contract and shall include a department which has control of its own funds.

(d) "City" means the City of Los Angeles and all awarding authorities thereof, including those City departments which exercise independent control over their expenditure of funds.

(e) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation, in accordance with the following monetary limitations. Assistance given in the amount of \$1,000,000 or more in any 12-month period shall require compliance with this article for five years from the date such assistance reaches the \$1,000,000 threshold. For assistance in any 12-month period totaling less than \$1,000,000 but at least \$100,000, there shall be compliance for one year, with the period of compliance beginning when the accrual of continuing assistance reaches the \$100,000 threshold.

Categories of assistance include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan at market rate shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. §§ 1274(d) and 7872(f). A recipient shall not be deemed to include lessees and sublessees.

A recipient shall be exempted from application of this article if:

(1) it is in its first year of existence, in which case the exemption shall last for one year;

(2) it employs fewer than five Employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year; or

(3) it obtains a waiver as a recipient who employs the long-term unemployed or provides trainee positions intended to prepare Employees for permanent positions. The recipient shall attest that compliance with this article would cause an economic hardship and shall apply in writing to the City department or office administering the assistance. The department or office shall forward the waiver application and the department or office's recommended action to the City Council. Waivers shall be effected by Council resolution.

(f) **"Contractor"** means any person that enters into:

(1) a Service Contract with the City;

(2) a contract with a Public Lessee or Licensee; or

(3) a contract with a City Financial Assistance Recipient to help the recipient in performing the work for which the assistance is being given.

(g) **"Designated Administrative Agency (DAA)"** means the Department of Public Works, Bureau of Contract Administration, which shall bear administrative responsibilities under this article.

(h) **"Employee"** means any person who is not a managerial, supervisory or confidential employee who expends any of his or her time working for an Employer in the United States.

(i) **"Employer"** means any person who is:

(1) a City Financial Assistance Recipient;

(2) Contractor;

(3) Subcontractor;

(4) Public Lessee or Licensee; and

(5) Contractor, Subcontractor, sublessee or sublicensee of a Public Lessee or Licensee.

(j) **"Person"** means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association or other entity that may employ individuals or enter into contracts.

(k) **"Public Lease or License"** means, except as provided in Section 10.37.15, a lease, license, sublease or sublicense of City property, including, but not limited to, Non-Exclusive License Agreements, Air Carrier Operating Permits and Certified Service Provider License Agreements (CSPLA), for which services are furnished by Employees where any of the following apply:

(1) The services are rendered on premises at least a portion of which is visited by members of the public (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities);

(2) Any of the services feasibly could be performed by City employees if the City had the requisite financial and staffing resources; or

(3) The DAA has determined in writing as approved by the Board of Public Works that coverage would further the proprietary interests of the City. Proprietary interest includes, but is not limited to:

(i) the public perception of the services or products rendered to them by a business;

(ii) security concerns related to the location of the business or any product or service the business produces; or

(iii) an Employer's industry-specific job classifications as defined in the regulations.

(l) "Service Contract" means a contract involving an expenditure in excess of \$25,000 and a contract term of at least three months awarded to a Contractor by the City to furnish services for the City where any of the following apply:

(1) at least some of the services are rendered by Employees whose work site is on property owned or controlled by the City;

(2) the services feasibly could be performed by City employees if the City had the requisite financial and staffing resources; or

(3) the DAA has determined in writing as approved by the Board of Public Works that coverage would further the proprietary interests of the City. Proprietary interest includes, but is not limited to:

(i) the public perception of the services or products rendered to them by a business;

(ii) security concerns related to the location of the business or any product or service the business produces; or

(iii) an Employer's industry-specific job classifications as defined in the regulations.

(m) "Subcontractor" means any person not an Employee who enters into a contract:

(1) to assist in performance of a Service Contract;

(2) with a Public Lessee or Licensee, sublessee, sublicensee or Contractor to perform or assist in performing services for the leased or licensed premises.

(n) "Willful Violation" means that the Employer knew of its obligations under this article and deliberately failed or refused to comply with its provisions.

#### SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (e), Ord. No. 176,155, Eff. 9-22-04; Subsec. (e), Ord. No. 176,283, Eff. 12-25-04, Oper. 9-22-04; Subsecs. (a) through (l) re-lettered (d) through (o), respectively and new Subsecs. (a), (b), and (c) added, Ord. No. 180,877, Eff. 10-19-09; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

#### Sec. 10.37.2. Payment of Minimum Compensation to Employees.

(a) **Wages.** An Employer shall pay an Employee for all hours worked on a Service Contract or if a Public Lease or License or for a Contractor of a Public Lessee or Licensee, for all hours worked furnishing a service relating to the City, a wage of no less than the hourly rates set under the authority of this article.

##### (1) Non-Airport Employee Wages.

(i) If an Employer provides an Employee with health benefits as provided in Section 10.37.3 of this article, the Employee shall be paid the following:

a. On July 1, 2018, the wage rate for an Employee shall be no less than \$13.25 per hour.

b. On July 1, 2019, the wage rate for an Employee shall be no less than \$14.25 per hour.

c. On July 1, 2020, the wage rate for an Employee shall be no less than \$15.00 per hour.

d. On July 1, 2022, and annually thereafter, the hourly wage rate paid to an Employee shall be adjusted consistent with any adjustment pursuant to Section 187.02 D. of the Los Angeles Municipal Code.

(ii) If an Employer does not provide an Employee with health benefits as provided in Section 10.37.3 of this article, the Employee shall be paid the applicable wage rate in Section



10.37.2(a)(1)(i) and an additional wage rate of \$1.25 per hour.

(iii) Section 10.37.11 is not applicable to this subdivision.

**(2) Airport Employee Wages.**

(i) If an Employer servicing the Airport provides an Employee with health benefits as provided in Section 10.37.3 of this article, the Employee shall be paid the following:

a. On July 1, 2017, the wage rate for an Employee shall be no less than \$12.08 per hour.

b. On July 1, 2018, the wage rate for an Employee shall be no less than \$13.75 per hour.

c. On July 1, 2019, the wage rate for an Employee shall be no less than \$15.25 per hour.

d. On July 1, 2020, the wage rate for an Employee shall be no less than \$16.50 per hour.

e. On July 1, 2021, the wage rate for an Employee shall be no less than \$17.00 per hour.

f. Beginning on July 1, 2022, the wage rate for an Employee shall increase annually, on July 1, to an amount \$2.00 above the minimum rate under the City's Minimum Wage Ordinance for that same period of time.

(ii) If an Employer servicing the Airport does not provide an Employee with health benefits as provided in Section 10.37.3 of this article, the Employee shall be paid the applicable wage rate in Section 10.37.2(a)(2)(i) and an additional wage rate as follows:

a. On July 1, 2017, an Employer servicing the Airport shall pay an Employee an additional wage rate of \$5.18 per hour.

b. Beginning on July 1, 2018, an Employer servicing the Airport shall pay an Employee an additional wage rate per hour

equal to the health benefit payment in effect for an Employee pursuant to Section 10.37.3(a)(5).

(3) An Employer may not use tips or gratuities earned by an Employee to offset the wages required under this article.

(b) **Compensated Time Off.** An Employer shall provide an Employee compensated time off as follows:

(1) An Employee who works at least 40 hours per week or is classified as a full-time Employee by the Employer shall accrue no less than 96 hours of compensated time off per year.

(2) An Employee who works less than 40 hours per week and is not classified as a full-time Employee by the Employer shall accrue hours of compensated time off in increments proportional to that accrued by an Employee who works 40 hours per week.

(3) **General Rules for Compensated Time Off.**

(i) An Employee must be eligible to use accrued paid compensated time off after the first 90 days of employment or consistent with company policies, whichever is sooner. Compensated time off shall be paid at an Employee's regular wage rate at the time the compensated time off is used.

(ii) An Employee may use accrued compensated time off hours for sick leave, vacation or personal necessity.

(iii) An Employer may not unreasonably deny an Employee's request to use the accrued compensated time off. The DAA, through regulations, may provide guidance on what is considered unreasonable.

(iv) The DAA may allow an Employer's established compensated time off policy to remain in place even though it does not meet these requirements, if the DAA determines that the Employer's established policy is overall more generous.

(v) Unused accrued compensated time off shall carry over until time off reaches a maximum of 192 hours, unless the Employer's established policy is overall more generous.

(vi) After an Employee reaches the maximum accrued compensated time off, an Employer shall provide a cash payment once every 30 days for accrued compensated time off over the maximum. An Employer may provide an Employee with the option of cashing out any portion of, or all of, the Employee's accrued compensated time off, but, an Employer shall not require an Employee to cash out any accrued compensated time off. Compensated time off cashed out shall be paid to the Employee at the wage rate that the Employee is earning at the time of cash out.

(vii) An Employer may not implement any unreasonable employment policy to count accrued compensated time off taken under this article as an absence that may result in discipline, discharge, suspension or any other adverse action.

(4) **Compensated Release Time.** An Employer servicing the Airport who holds a Certified Service Provider License Agreement and is subject to this article shall comply with the following additional requirements:

(i) A CSPLA Employer shall provide an Employee at the Airport, 16 hours of additional compensated release time annually to attend and complete emergency response training courses approved by the Airport.

(ii) By December 31, 2018, and continuing thereafter on an annual basis, an Employee of a CSPLA Employer shall successfully complete the 16 hours of emergency response training.

(iii) An Employee of a CSPLA Employer hired after December 31, 2018, shall complete the 16 hours of emergency response training within 120 days of the first date of hire.

(iv) The 16 hours of compensated release time shall only be used to attend Airport approved annual emergency response training courses. The 16 hours of compensated release time does not accumulate or carry over to the following year. The 16 hours of compensated release time shall not be included as part of the 96 hours of compensated time off required under this article.

(c) **Uncompensated Time Off.** An Employer shall provide an Employee uncompensated time off as follows:

(1) An Employee who works at least 40 hours a week or is classified as a full-time Employee by an Employer shall accrue no less than 80 hours of uncompensated time off per year.

(2) An Employee who works less than 40 hours per week and is not classified as a full-time Employee by the Employer shall accrue hours of uncompensated time off in increments proportional to that accrued by an Employee who works 40 hours per week.

(3) **General Rules for Uncompensated Time Off.**

(i) An Employee must be eligible to use accrued uncompensated time off after the first 90 days of employment or consistent with company policies, whichever is sooner.

(ii) Uncompensated time off may only be used for sick leave for the illness of an Employee or a member of his or her immediate family and where an Employee has exhausted his or her compensated time off for that year.

(iii) An Employer may not unreasonably deny an Employee's request to use the accrued uncompensated time off. The DAA, through regulations, may provide guidance on what is considered unreasonable.

(iv) Unused accrued uncompensated time off shall carry over until the time off reaches a maximum of 80 hours, unless the Employer's established policy is overall more generous.

(v) An Employer may not implement any unreasonable employment policy to count accrued uncompensated time off taken under this article as an absence that may result in discipline, discharge, suspension or any other adverse action.

#### SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec.

(a), Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; Subsec.

(a), Ord. No. 180,877, Eff. 10-19-09; In Entirety, Ord. No.

184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff.

1-20-18; Subsec. (a)(1), Ord. No. 185,745, Eff. 10-15-18.

**Sec. 10.37.3. Health Benefits.**

(a) **Health Benefits.** The health benefits required by this article shall consist of the payment by an Employer of at least \$1.25 per hour to Employees towards the provision of health care benefits for an Employee and his or her dependents. On July 1, 2017, the health benefit rate for an Employee working for an Employer servicing the Airport shall be at least \$5.18 per hour. On July 1, 2018, the annual increase for Employees working for an Employer servicing the Airport shall continue as provided in Section 10.37.3(a)(5).

(1) Proof of the provision of such benefits must be submitted to the Awarding Authority to qualify for the wage rate in Section 10.37.2(a) for Employees with health benefits.

(2) Health benefits include health coverage, dental, vision, mental health and disability income. For purposes of this article, retirement benefits, accidental death and dismemberment insurance, life insurance and other benefits that do not provide medical or health related coverage will not be credited toward the cost of providing Employees with health benefits.

(3) If the Employer's hourly health benefit payment is less than that required under this article, the difference shall be paid to the Employee's hourly wage.

(4) Health benefits are not required to be paid on overtime hours.

(5) On July 1, 2018, and annually thereafter each July 1, the amount of payment for health benefits provided to an Employee working for an Employer servicing the Airport shall be adjusted by a percentage equal to the percentage increase, if any, in the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers: Medical Care Services, as measured from January to December of the preceding year. The DAA shall announce the adjusted rates on February 1st and publish a bulletin announcing the adjusted rates, which shall take effect on July 1st of each year.

(b) **Periodic Review.** At least once every three years, the City Administrative Officer shall review the health benefit payment by Employers servicing the Airport set forth in Section 10.37.3(a) to determine whether the payment accurately reflects the cost of health care and to

assess the impacts of the health benefit payment on Airport Employers and Airport Employees and shall transmit a report with its findings to the Council.

**SECTION HISTORY**

Added by Ord. No. 171,547, Eff. 5-5-97.  
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In Entirety, Ord. No. 180,877, Eff. 10-19-09; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

**Sec. 10.37.4. Employer Reporting and Notification Requirements.**

(a) An Employer shall post in a prominent place in an area frequented by Employees a copy of the Living Wage Poster and the Notice Regarding Retaliation, both available from the DAA.

(b) An Employer shall inform an Employee of his or her possible right to the federal Earned Income Credit (EIC) under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C. § 32, and shall make available to an Employee forms informing them about the EIC and forms required to secure advance EIC payments from the Employer.

(c) An Employer is required to retain payroll records pertaining to its Employees for a period of at least four years, unless more than four years of retention is specified elsewhere in the contract or required by law.

(d) A Contractor, Public Lessee, Licensee, and City Financial Assistant Recipient is responsible for notifying all Contractors, Subcontractors, sublessees, and sublicensees of their obligation under this article and requiring compliance with this article. Failure to comply shall be a material breach of the contract.

**SECTION HISTORY**

Added by Ord. No. 171,547, Eff. 5-5-97.  
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

**Sec. 10.37.5. Retaliation Prohibited.**

An Employer shall not discharge, reduce in compensation, or otherwise discriminate against any Employee for complaining to the City with regard to the Employer's compliance or anticipated compliance with this article, for opposing any practice proscribed by this article,

for participating in proceedings related to this article, for seeking to enforce his or her rights under this article by any lawful means, or for otherwise asserting rights under this article.

#### SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

#### Sec. 10.37.6. Enforcement.

(a) An Employee claiming violation of this article may bring an action in the Superior Court of the State of California against an Employer and may be awarded:

(1) For failure to pay wages required by this article, back pay shall be paid for each day during which the violation occurred.

(2) For failure to comply with health benefits requirements pursuant to this article, the Employee shall be paid the differential between the wage required by this article without health benefits and such wage with health benefits, less amounts paid, if any, toward health benefits.

(3) For retaliation the Employee shall receive reinstatement, back pay or other equitable relief the court may deem appropriate.

(4) For Willful Violations, the amount of monies to be paid under Subdivisions (1) - (3), above, shall be trebled.

(b) The court shall award reasonable attorney's fees and costs to an Employee who prevails in any such enforcement action and to an Employer who prevails and obtains a court determination that the Employee's lawsuit was frivolous.

(c) Compliance with this article shall be required in all City contracts to which it applies. Contracts shall provide that violation of this article shall constitute a material breach thereof and entitle the Awarding Authority to terminate the contract and otherwise pursue legal remedies that may be available. Contracts shall also include an agreement that the Employer shall comply with federal law proscribing retaliation for union organizing.

(d) The DAA may audit an Employer at any time to verify compliance. Failure by the Employer to cooperate

with the DAA's administrative and enforcement actions, including, but not limited to, requests for information or documentation to verify compliance with this article, may result in a determination by the DAA that the Employer has violated this article.

(e) An Employee claiming violation of this article may report the claimed violation to the DAA, which shall determine whether this article applies to the claimed violation.

(1) If any of the Employee's allegations merit further review, the DAA shall perform an audit; the scope of which will not exceed four years from the date the complaint was received.

(2) If the claimed violation is filed after a contract has expired, and information needed for the review is no longer readily available, the DAA may determine this article no longer applies.

(3) In the event of a claimed violation of the requirements relating to compensated time off, uncompensated time off or wages, the DAA may require the Employer to calculate the amount the Employee should have earned and compensate the Employee. Nothing shall limit the DAA's authority to evaluate the calculation.

(i) If the DAA determines that an Employer is in violation of Section 10.37.2(b), the time owed must be made available immediately. At the Employer's option, retroactive compensated time off in excess of 192 hours may be paid to the Employee at the current hourly wage rate.

(ii) If the DAA determines that an Employer is in violation of Section 10.37.2(c), the Employer shall calculate the amount of uncompensated time off that the Employee should have accrued. This time will be added to the uncompensated time off currently available to the Employee and must be available immediately.

(f) Where the DAA has determined that an Employer has violated this article, the DAA shall issue a written notice to the Employer that the violation is to be corrected within ten days or other time period determined appropriate by the DAA.

(g) In the event the Employer has not demonstrated to the DAA within such period that it has cured the violation, the DAA may then:



(1) Request the Awarding Authority to declare a material breach of the Service Contract, Public Lease or License, or financial assistance agreement and exercise its contractual remedies thereunder, which may include, but not be limited to: (i) termination of the Service Contract, Public Lease or License, or financial assistance agreement; (ii) the return of monies paid by the City for services not yet rendered; and (iii) the return to the City of money held in retention (or other money payable on account of work performed by the Employer) when the DAA has documented the Employer's liability for unpaid wages, health benefits or compensated time off.

(2) Request the Awarding Authority to declare the Employer non-responsible from future City contracts, leases and licenses in accordance with the Contractor Responsibility Ordinance (LAAC Section 10.40, et seq.) and institute proceedings in a manner that is consistent with law.

(3) Impose a fine payable to the City in the amount of up to \$100 for each violation for each day the violation remains uncured.

(4) Exercise any other remedies available at law or in equity.

(h) Notwithstanding any provision of this Code or any other law to the contrary, no criminal penalties shall attach for violation of this article.

#### SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.  
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (d), Para. (1), Ord. No. 173,747, Eff. 2-24-01; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

#### Sec. 10.37.7. Administration.

The DAA shall administer the requirement of this article and monitor compliance, including the investigation of claimed violations. The DAA shall promulgate rules and regulations consistent with this article for the implementation of the provision of this article. The DAA shall also issue determinations that persons are City Financial Assistance Recipients, that particular contracts shall be regarded as "Service Contracts" for purposes of Section 10.37.1(l), and that particular leases and licenses shall be regarded as "Public Leases" or "Public Licenses" for purposes of Section 10.37.1(k), when it receives an

application for a determination of non-coverage or exemption as provided for in Section 10.37.14 and 10.37.15.

The DAA may require an Awarding Authority to inform the DAA about all contracts in the manner described by regulation. The DAA shall also establish Employer reporting requirements on Employee compensation and on notification about and usage of the federal Earned Income Credit referred to in Section 10.37.4. The DAA shall report on compliance to the City Council no less frequently than annually.

Every three years after July 1, 2018, the Chief Legislative Analyst (CLA) with the assistance of the City Administrative Officer (CAO) shall commission a study to review the state of the Airport's regional economy; minimum wage impacts for Employees servicing the Airport; Airport service industry impacts; temporary workers, guards and janitors impacts; restaurants, hotels and bars impacts; transitional jobs programs impacts; service charges, commissions and guaranteed gratuities impacts; and wage theft enforcement. On an annual basis, the CLA and CAO shall collect economic data, including jobs, earnings and sales tax. The Study shall also address how extensively affected Employers are complying with this article, how the article is affecting the workforce composition of affected Employers, and how the additional costs of the article have been distributed among Employees, Employers and the City.

#### SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.  
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; Ord. No. 173,747, Eff. 2-24-01; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

#### Sec. 10.37.8. City is a Third Party Beneficiary of Contracts Between an Employer and Subcontractor for Purposes of Enforcement.

Any contract an Employer executes with a Contractor or Subcontractor, as defined in Section 10.37.1(f) and (m), shall contain a provision wherein the Contractor or Subcontractor agree to comply with this article and designate the City as an intended third party beneficiary for purposes of enforcement directly against the Contractor or Subcontractor, as provided for in Section 10.37.6 of this article.

## SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.  
 Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

#### Sec. 10.37.9. Coexistence with Other Available Relief for Specific Deprivations of Protected Rights.

This article shall not be construed to limit an Employee's right to bring legal action for violation of other minimum compensation laws.

## SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.  
 Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

#### Sec. 10.37.10. Expenditures Covered.

This article shall apply to the expenditure – whether through aid to City Financial Assistance Recipients, Service Contracts let by the City or Service Contracts let by its Financial Assistance Recipients – of funds entirely within the City's control and to other funds, such as federal or state grant funds, where the application of this article is consonant with the laws authorizing the City to expend such other funds.

## SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.  
 Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

#### Sec. 10.37.11. Timing of Application.

The provisions of this article shall become operative 60 days following the effective date of the ordinance and are not retroactive.

## SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.  
 Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (b), Subsec. (c) Added, Ord. No. 173,747, Eff. 2-24-01; Subsec. (d) Added, Ord. No. 180,877, Eff. 10-19-09; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

#### Sec. 10.37.12. Express Supersession by Collective Bargaining Agreement.

The requirements of this article may be superseded by a collective bargaining agreement if expressly stated in the agreement. This provision applies to any collective bargaining agreement that expires or is open for negotiation of compensation terms after the effective date of this ordinance. Any collective bargaining agreement that purports to supersede any requirement of this article shall be submitted by the Employer to the DAA.

(a) A collective bargaining agreement may expressly supersede the requirements of this article with respect to Employees of Employers servicing the Airport only when an Employee is paid a wage not less than the applicable wage rate in Section 10.37.2(a)(2)(i).

(b) A collective bargaining agreement may expressly supersede the requirements of this article with respect to Employees of Airline Food Caterers only when an Employee of the Airline Food Caterer is paid a total economic package no less than the applicable wage rate in Section 10.37.2(a)(2)(ii).

## SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.  
 Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In Entirety, Ord. No. 184,318, Eff. 7-7-16; Title and Section In Entirety, Ord. No. 185,321, Eff. 1-20-18.

#### Sec. 10.37.13. Liberal Interpretation of Coverage; Rebuttable Presumption of Coverage.

The definitions of "City Financial Assistance Recipient" in Section 10.37.1(e), of "Public Lease or License" in Section 10.37.1(k), and of "Service Contract" in Section 10.37.1(l) shall be liberally interpreted so as to further the policy objectives of this article. All City Financial Assistance Recipients meeting the monetary thresholds of Section 10.37.1(e), all Public Leases and Licenses (including subleases and sublicenses) where the City is the lessor or licensor, and all City contracts providing for services shall be presumed to meet the corresponding definition mentioned above, subject, however, to a determination by the DAA of non-coverage or exemption on any basis allowed by this article, including, but not limited to, non-coverage for failure to satisfy such definition. The DAA shall by regulation establish procedures for informing persons engaging in such transactions with the City of their opportunity to apply for

a determination of non-coverage or exemption and procedures for making determinations on such applications.

#### SECTION HISTORY

Added by Ord. No. 172,336, Eff. 1-14-99.  
Amended by: Ord. No. 173,747, Eff. 2-24-01; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18; In Entirety, Ord. No. 185,745, Eff. 10-15-18.

#### Sec. 10.37.14. Contracts, Employers and Employees Not Subject to this Article.

The following contracts are not subject to the Living Wage Ordinance. An Awarding Authority, after consulting with the DAA, may determine whether contracts and/or Employers are not subject to the Living Wage Ordinance due to the following:

(a) a contract where an employee is covered under the prevailing wage requirements of Division 2, Part 7, of the California Labor Code unless the total of the basic hourly rate and hourly health and welfare payments specified in the Director of Industrial Relations' General Prevailing Wage Determinations are less than the minimum hourly rate as required by Section 10.37.2(a) of this article.

(b) a contract with a governmental entity, including a public educational institution or a public hospital.

(c) a contract for work done directly by a utility company pursuant to an order of the Public Utilities Commission.

#### SECTION HISTORY

Added by Ord. No. 184,318, Eff. 7-7-16.  
Amended by: In Entirety, Ord. No. 185,321, Eff. 1-20-18.

#### Sec. 10.37.15. Exemptions.

Upon the request of an Employer, the DAA may exempt compliance with this article. An Employer seeking an exemption must submit the required documentation to the DAA for approval before the exemption takes effect.

(a) A Public Lessee or Licensee, that employs no more than seven people total on and off City property shall be exempted. A lessee or licensee shall be deemed to employ no more than seven people if the

company's entire workforce worked an average of no more than 1,214 hours per month for at least three-fourths of the previous calendar year. If a Public Lease or License has a term of more than two years, the exemption granted pursuant to this section shall expire after two years, but shall be renewable in two-year increments.

(b) Non-Profit Organizations. Corporations organized under Section 501(c)(3) of the United States Internal Revenue Code of 1954, 26 U.S.C. § 501(c)(3), whose chief executive officer earns a salary which, when calculated on an hourly basis, is less than eight times the lowest wage paid by the corporation, shall be exempted as to all Employees other than child care workers.

(c) Students. High school and college students employed in a work study or employment program lasting less than three months shall be exempt. Other students participating in a work-study program shall be exempt if the Employer can verify to the DAA that:

(1) The program involves work/training for class or college credit and student participation in the work-study program is for a limited duration, with definite start and end dates; or

(2) The student mutually agrees with the Employer to accept a wage below this article's requirements based on a training component desired by the student.

(d) Nothing in this article shall limit the right of the Council to waive the provisions herein.

(e) Nothing in this article shall limit the right of the DAA to waive the provisions herein with respect to and at the request of an individual Employee who is eligible for benefits under Medicare, a health plan through the U.S. Department of Veteran Affairs or a health plan in which the Employee's spouse, domestic partner or parent is a participant or subscriber to another health plan. An Employee who receives this waiver shall only be entitled to the hourly wage pursuant to Section 10.37.2(a)(2)(i).

#### SECTION HISTORY

Added by Ord. No. 184,318, Eff. 7-7-16.  
Amended by: In Entirety, Ord. No. 185,321, Eff. 1-20-18.

**Sec. 10.37.16. Severability.**

If any subsection, sentence, clause or phrase of this article is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this section, and each and every subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**SECTION HISTORY**

Added by Ord. No. 172,336, Eff. 1-14-99.

Amended by: In Entirety, Ord. No. 184,318, Eff. 7-7-16; In  
Entirety, Ord. No. 185,321, Eff. 1-20-18.



## CHAPTER 1, ARTICLE 10

### WORKER RETENTION

(Title amended, Ord. No. 185,356, Eff. 1-26-18.)

|         |  |
|---------|--|
| Section |  |
| 10.36   | Findings and Statement of Policy.  |
| 10.36.1 | Definitions.   |
| 10.36.2 | Transition Employment Period.  |
| 10.36.3 | Enforcement.   |
| 10.36.4 | Exemption for Contractor or Contractor's Prior Employees.                              |
| 10.36.5 | Coexistence with Other Available Relief for Specific Deprivations of Protected Rights. |
| 10.36.6 | Expenditures Covered by this Article.  |
| 10.36.7 | Promulgation of Implementing Rules.  |
| 10.36.8 | Severability.  |

#### Sec. 10.36. Findings and Statement of Policy.

The City awards many contracts to private firms to provide services to the public and to City government. The City also leases its property or grants licenses to enter onto its property and these lessees and licensees often perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City also provides financial assistance and funding to other firms for the purpose of economic development or job growth. At the conclusion of the term of a service contract, lease or license with the City or with those receiving financial assistance from the City, a different firm often receives the successor contract to perform the same City services or to lease or license the same City property.

The City obtains benefits achieved through the competitive process of entering into new contracts. It is the experience of the City that reasons for change do not necessarily include a need to replace workers presently performing services who already have useful knowledge about the workplace where the services are performed.

The City has a proprietary interest in the work performed by employees of City contractors, lessees and licensees and by the employees of firms receiving City financial assistance. The success or failure of City operations may turn on the success or failure of these firms, and the City has a genuine stake in how the public perceives

the services rendered by these firms. Replacement of existing employees can adversely impact the performance by these firms and thereby hinders the opportunity for success of City operations.

Incumbent workers have invaluable existing knowledge and experience with the work schedules, practices and clients. Replacing these workers with workers without these experiences decreases efficiency and results in a disservice to the City and City financed or assisted projects.

Retaining existing workers when a change in firm occurs reduces the likelihood of labor disputes and disruptions. The reduction of the likelihood of labor disputes and disruptions results in the assured continuity of services to City constituents and visitors who receive services provided by the City, the City's lessees or licensees, or by City financed or assisted projects.

Contracting decisions involving the expenditure of City funds should avoid a potential effect of creating unemployment and the consequential need for social services. The City, as a principal provider of social support services, has an interest in the stability of employment under contracts, leases and licenses with the City and by those receiving financial assistance from the City. The retention of existing workers benefits that interest.

#### SECTION HISTORY

Article and Section Added by Ord. No. 170,784, Eff. 1-13-96.  
Amended by: Article and Section, Ord. No. 171,004, Eff. 5-18-96;  
In Entirety, Ord. No. 184,293, Eff. 6-27-16; In Entirety,  
Ord. No. 185,356, Eff. 1-26-18.

#### Sec. 10.36.1. Definitions.

The following definitions shall apply throughout this article:

(a) "Awarding Authority" means the governing body, board, officer or employee of the City or City Financial Assistance Recipient authorized to award a Contract and shall include a department which

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has control of its own funds if the department adopts policies consonant with the provisions of this article.

(b) "City" means the City of Los Angeles and all Awarding Authorities thereof.

(c) "City Financial Assistance Recipient" means any person who receives from the City in any 12-month period discrete financial assistance for economic development or job growth expressly articulated and identified by the City totaling at least \$100,000; provided, however, that corporations organized under Section 501(c)(3) of the United States Internal Revenue Code of 1954, 26 U.S.C. § 501(c)(3), with annual operating budgets of less than \$5,000,000, or that regularly employ homeless persons, persons who are chronically unemployed, or persons receiving public assistance, shall be exempt.

Categories of such assistance include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan at market rate shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. §§ 1274(d) and 7872(f). A recipient shall not be deemed to include lessees and sublessees. Contracts for economic development or job growth shall be deemed providing such assistance once the \$100,000 threshold is reached.

(d) "Contract" means:

(1) a contract let to a Contractor by the City or a City Financial Assistance Recipient primarily for the furnishing of services to or for the City or City Financial Assistance Recipient (as opposed to the purchase of goods or other property) and that involves an expenditure or receipt in excess of \$25,000 and a contract term of at least three months; or

(2) a Public Lease or License as those terms are defined in Los Angeles Administrative Code Section 10.37.1(k) but only if the lessee or

licensee is subject to the Living Wage Ordinance and not otherwise exempt from its provisions.

(e) "Contractor" means any person that enters into a Contract with the City or a City Financial Assistance Recipient. Governmental entities, including public educational institutions and public hospitals, are not Contractors and are not subject to this article.

(f) "Designated Administrative Agency (DAA)" means the Department of Public Works, Bureau of Contract Administration, which shall bear administrative responsibilities under this article.

(g) "Employee" means any person employed as an employee of a Contractor or Subcontractor earning no more than twice the hourly wage without health benefits available under the Living Wage Ordinance, Los Angeles Administrative Code Section 10.37 et seq., whose primary place of employment is in the City on or under the authority of a Contract. Examples of Employee includes: hotel Employees; restaurant, food service or banquet Employees; janitorial Employees; security guards; parking attendants; nonprofessional health care Employees; gardeners; waste management Employees; and clerical Employees. Employee does not include a person who is a managerial, supervisory or confidential Employee. An Employee must have been employed by a terminated Contractor for the preceding 12 months or longer.

(h) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association or other entity that may employ individuals or enter into contracts.

(i) "Subcontractor" means any person not an Employee who enters into a contract with a Contractor to assist the Contractor in performing a Contract and who employs Employees for such purpose. A Subcontractor includes a sublessee or sublicensee.

(j) "Successor Contract" means a Contract where the service to be performed is substantially similar to the Contract recently terminated. The meaning also includes a Contract that is a Public Lease or License substantially similar to a Public Lease or License recently terminated. Termination includes, but is not limited to: (1) the completion of the Contract; (2) early termination of the Contract in whole or in part; or (3) an amendment that reduces

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services provided under the Contract, in whole or in part.

#### SECTION HISTORY

Added by Ord. No. 170,784, Eff. 1-13-96.

Amended by: Ord. No. 171,004, Eff. 5-18-96; Subsec. (c), Ord. No. 172,843, Eff. 11-4-99; Subsec. (j) added, Ord. No. 176,155, Eff. 9-22-04; Subsec. (j), Ord. No. 176,283, Eff. 12-25-04, Oper. 9-22-04; In Entirety, Ord. No. 184,293, Eff. 6-27-16; In Entirety, Ord. No. 185,356, Eff. 1-26-18.

#### Sec. 10.36.2. Transition Employment Period.

(a) Within ten days of learning that a Contract is to be terminated, the Contractor shall provide to the Successor Contractor, the Awarding Authority and the DAA, the name, address, date of hire, and employment occupation classification of each Employee of the terminated Contractor and Subcontractor working pursuant to the Contract. If the terminated Contractor has not learned the identity of the Successor Contractor, the Contractor shall request the identity from the Awarding Authority. If a Successor Contract has not been awarded by the end of the ten-day period, the Contractor shall provide the employment information referred to earlier in this subsection to the Awarding Authority and the DAA. Where only a subcontract of a Contract has been terminated, the terminated Subcontractor shall for purposes of this Article be deemed a terminated Contractor.

(1) If multiple Contracts providing similar services are terminated, the Awarding Authority shall consult with the DAA to determine whether to pool the Employees, ordered by seniority within job classification and provide a pool list to the Successor Contractor. The Successor Contractor shall provide written notice to the Awarding Authority and the DAA that the Awarding Authority's pool list will be used. The notice must include the following:

(A) the total number of Employees required under the Successor Contract;

(B) a breakdown of the number of Employees required within each job classification and seniority within each class; and

(C) an indication as to which Employees within each job classification shall be offered employment under this article.

The written notice must be provided no later than ten days after the Successor Contractor receives the listing of the terminated Contractor's Employees.

(2) Where the use of Subcontractors has occurred under the terminated Contract or where the use of Subcontractors is to be permitted under the Successor Contract, or where both circumstances arise, the Awarding Authority shall pool, when applicable, the Employees, ordered by seniority within job classification, under such prior Contracts or subcontracts where required by, and in accordance with, rules promulgated by the DAA. The Successor Contractor or Subcontractor shall provide written notice to the Awarding Authority and the DAA that the Awarding Authority's pool list will be used.

(b) If work-related requirements for a particular job classification under the Successor Contract differ from the terminated Contract, the Successor Contractor (or Subcontractor, where applicable) shall give notice to the Awarding Authority and the DAA and provide an explanation including:

(1) the different work-related requirements needed; and

(2) the reason why the different work-related requirements are necessary for the Successor Contract.

(c) Within ten days of receipt of the list of Employees from the terminated Contractor, the Successor Contractor shall make written offers for a 90-day transition employment period to the eligible Employees by letters sent certified mail. The letters shall ask an Employee to return the offers to the Successor Contractor with the Employee's signature indicating acceptance or rejection of the offer of employment. The letters shall state that if an Employee fails to return a written acceptance of the offer within ten days of the date of mailing of the Successor Contractor's certified letter, then the Employee will be presumed to have declined the offer.

The Successor Contractor shall provide copies of the letters offering employment to the Awarding Authority and proof of mailing.

(d) A Successor Contractor shall retain Employees for a 90-day transition employment period. Where pooling of Employees has occurred, the Successor Contractor shall draw from the pools in accordance with rules promulgated by the DAA. During such 90-day period, Employees so hired shall be employed under the terms and conditions established by the Successor Contractor (or Subcontractor) or as required by law.

#### EXHIBIT F

(e) If at any time the Successor Contractor determines that fewer Employees are required to perform the new Contract than were required by the terminated Contractor (and Subcontractors, if any), the Successor Contractor shall retain Employees by seniority within job classification. The Successor Contractor shall give notice to the Awarding Authority and the DAA and provide an explanation including:

- (1) the reason that fewer Employees will be needed;
- (2) the total number of Employees required under the Successor Contract;
- (3) a breakdown of the number of Employees required within each job classification;
- (4) a listing of the terminated Contractor's Employees by job classification and seniority within each class; and
- (5) an indication as to which Employees within each job classification will be offered employment under this article.

The notice must be provided no later than ten days after the Successor Contractor receives the list of the terminated Contractor's Employees pursuant to Section 10.36.2(a).

Letters offering employment shall be made by seniority within each job classification. If an Employee in a job classification declines an offer of employment or fails to respond within ten days pursuant to Section 10.36.2(a), the Successor Contractor shall issue a letter offering employment to the next Employee in that job classification. The Successor Contractor shall continue to offer employment in this manner until all required positions are filled for the Successor Contract or until all Employees have been offered employment.

(f) During the 90-day transition employment period, the Successor Contractor (or Subcontractor, where applicable) shall maintain a preferential hiring list of eligible covered Employees not retained by the Successor Contractor (or Subcontractor) from which the successor Contractor (or Subcontractor) shall hire additional Employees, if needed.

(g) During the 90-day transition employment period, the Successor Contractor (or Subcontractor, where applicable) shall not discharge without cause an Employee retained pursuant to this article. "Cause" for this purpose

shall mean fair and honest reasons, regulated by good faith on the part of the Contractor or Subcontractor, that are not trivial, arbitrary or capricious, unrelated to business needs or goals, or pretextual.

(h) At the end of the 90-day transition employment period, the Successor Contractor (or Subcontractor, where applicable) shall perform a written performance evaluation for each Employee retained pursuant to this article. If the Employee's performance during the 90-day period is satisfactory, the Successor Contractor (or Subcontractor) shall offer the Employee continued employment under terms and conditions established by the Successor Contractor (or Subcontractor) or as required by law.

(i) If the City or a City Financial Assistance Recipient enters into a Contract for the performance of work that prior to the Contract was performed by the City's or the City Financial Assistance Recipient's own Employees, the City or the City Financial Assistance Recipient shall be deemed to be a terminated Contractor within the meaning of this article and the Contractor shall be deemed to be a Contractor with a Successor Contract within the meaning of this article.

#### SECTION HISTORY

Added by Ord. No. 170,784, Eff. 1-13-96.

Amended by: Ord. No. 171,004, Eff. 5-18-96; Subsec. (g) added, Ord. No. 172,349, Eff. 1-29-99; In Entirety, Ord. No. 184,293, Eff. 6-27-16; In Entirety, Ord. No. 185,356, Eff. 1-26-18.

#### Sec. 10.36.3. Enforcement.

(a) An Employee who has been discharged in violation of this article by a Successor Contractor or its Subcontractor may bring an action in the Superior Court of the State of California against the Successor Contractor and, where applicable, its Subcontractor, and may be awarded:

(1) Back pay for each day during which the violation continues, which shall be calculated at a rate of compensation not less than the higher of:

(A) The average regular rate of pay received by the Employee from the terminated Contractor during the last three years of the Employee's employment in the same occupation classification; or

(B) The final regular rate paid by the terminated Contractor to the Employee.

#### EXHIBIT F



(2) Costs of benefits the Successor Contractor would have incurred for the Employee under the successor Contractor's (or Subcontractor's, where applicable) benefit plan.

(b) If the Employee is the prevailing party in any such legal action, the court shall award reasonable attorney's fees and costs as part of the costs recoverable.

(c) Compliance with this article shall be required in all Contracts and shall provide that violation of this article shall entitle the City to terminate the Contract and pursue all legal remedies.

(d) If the DAA determines that a Contractor or Subcontractor violated this article, the DAA may recommend that the Awarding Authority take any or all of the following actions:

(1) Document the determination in the Awarding Authority's Contractor Evaluation required under Los Angeles Administrative Code Section 10.39, et seq.;

(2) Require that the Contractor or Subcontractor document the determination in each of the Contractor's or Subcontractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Section 10.40, et seq.;

(3) Terminate the Contract;

(4) Recommend to the Awarding Authority to withhold payments due to the Contractor or Subcontractor.

(e) Notwithstanding any provision of this Code or any other law to the contrary, no criminal penalties shall attach for any violation of this article.

#### SECTION HISTORY

Added by Ord. No. 170,784, Eff. 1-13-96.  
Amended by: Ord. No. 171,004, Eff. 5-18-96; In Entirety, Ord. No. 184,293, Eff. 6-27-16; In Entirety, Ord. No. 185,356, Eff. 1-26-18.

#### Sec. 10.36.4. Exemption for Contractor or Contractor's Prior Employees.

(a) An Awarding Authority may allow a Successor Contractor or Subcontractor to fill a position under a Contractor with a person who has been employed by the Contractor or Subcontractor continuously for at least 12 months prior to the commencement of the Successor

Contract working in a position similar to the position to be filled in the Successor Contract. The Successor Contractor or Subcontractor shall first obtain written approval of the Awarding Authority by demonstrating that: (a) the person would otherwise be laid off work; and (b) his or her retention would be helpful to the Contractor or Subcontractor in performing the Successor Contract.

(b) Nothing in this article shall limit the right of the DAA to waive the provisions herein with respect to a Contractor if it finds it is not in the best interest of the City.

#### SECTION HISTORY

Added by Ord. No. 170,784, Eff. 1-13-96.  
Amended by: Ord. No. 171,004, Eff. 5-18-96; In Entirety, Ord. No. 184,293, Eff. 6-27-16; In Entirety, Ord. No. 185,356, Eff. 1-26-18.

#### Sec. 10.36.5. Coexistence with Other Available Relief for Specific Deprivations of Protected Rights.

This article shall not be construed to limit an Employee's right to bring legal action for wrongful termination.

#### SECTION HISTORY

Added by Ord. No. 170,784, Eff. 1-13-96.  
Amended by: Ord. No. 171,004, Eff. 5-18-96; In Entirety, Ord. No. 184,293, Eff. 6-27-16; In Entirety, Ord. No. 185,356, Eff. 1-26-18.

#### Sec. 10.36.6. Expenditures Covered by this Article.

This article shall apply to the expenditure, whether through Contracts let by the City or by City Financial Assistance Recipients, of funds entirely within the City's control and to other funds, such as federal or state grant funds, where the application of this article is consonant with the laws authorizing the City to expend such other funds. City Financial Assistance Recipients shall apply this article to the expenditure of non-City funds for Contracts to be performed in the City by complying with Section 10.36.2(i) and by contractually requiring their Contractors with Contracts to comply with this article. Such requirement shall be imposed by the recipient until the City financial assistance has been fully expended.

#### SECTION HISTORY

Added by Ord. No. 171,004, Eff. 5-18-96.  
Amended by: Ord. No. 172,337, Eff. 1-14-99; Ord. No. 172,843, Eff. 11-4-99; In Entirety, Ord. No. 184,293, Eff. 6-27-16; In Entirety, Ord. No. 185,356, Eff. 1-26-18.

### EXHIBIT F

**Sec. 10.36.7. Promulgation of Implementing Rules.**

The DAA shall promulgate rules for implementation of this article and otherwise coordinate administration of the requirements of this article.

**SECTION HISTORY**

Added by Ord. No. 171,004, Eff. 5-18-96.

Amended by: Ord. No. 176,155, Eff. 9-22-04; Ord. No. 176,283, Eff. 12-25-04, Oper. 9-22-04; In Entirety, Ord. No. 184,293, Eff. 6-27-16; In Entirety, Ord. No. 185,356, Eff. 1-26-18.

**Sec. 10.36.8. Severability.**

If any subsection, sentence, clause or phrase of this article is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this section, and each and every subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**SECTION HISTORY**

Added by Ord. No. 171,004, Eff. 5-18-96.

Amended by: In Entirety, Ord. No. 184,293, Eff. 6-27-16; In Entirety, Ord. No. 185,356, Eff. 1-26-18.

# LOS ANGELES ADMINISTRATIVE CODE

## Div. 10, Ch. 1, Art. 1

### CHILD SUPPORT

#### Sec. 10.10. Child Support Assignment Orders.

##### a. Definitions.

1. **Awarding Authority** means a subordinate or component entity or person of the City (such as a City department or Board of Commissioners) that has the authority to enter into a contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

2. **Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies, or the rendering of any service to the City of Los Angeles or to the public which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

3. **Contractor** means any person, firm, corporation, partnership or any combination thereof which submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

4. **Subcontractor** means any person, firm, corporation, partnership or any combination thereof who enters into a contract with a contractor to perform or provide a portion of any contract with the City.

5. **Principal Owner** means any person who owns an interest of 10 percent or more in a contractor or subcontractor as defined herein.

##### b. Mandatory Contract Provisions.

Every contract that is let, awarded or entered into with or on behalf of the City of Los Angeles shall contain a provision obligating the contractor or subcontractor to fully comply with all applicable State and Federal employment reporting requirements for the contractor or subcontractor's employees. The contractor or subcontractor will also be required to certify that the principal owner(s) thereof are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor or subcontractor will

fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§ 5230 *et seq.* and that the contractor or subcontractor will maintain such compliance throughout the term of the contract.

Failure of a contractor or subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the contractor or subcontractor or principal owner thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

##### c. Notice to Bidders.

Each awarding authority shall be responsible for giving notice of the provisions of this ordinance to those who bid on, or submit proposals for, prospective contracts with the City.

##### d. Current Contractor Compliance.

Within 30 days of the operative date of this ordinance, the City, through its operating departments, shall serve upon existing contractors a written request that they and their subcontractors (if any) comply with all applicable State and Federal employment reporting requirements for the contractor and subcontractor's employees, that they certify that the principal owner(s) of the contractor and any subcontractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor and subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code § 5230 *et seq.* and that the contractor and subcontractor will maintain such compliance throughout the term of the contract.

##### e. City's Compliance with California Family Code.

The City shall maintain its compliance with the provisions of California Family Code §§ 5230 *et*

*seq.* and all other applicable law regarding its obligations as an employer to implement lawfully served Wage and Earnings Assignments and Notices of Assignment.

f. Report of Employees' Names to District Attorney.

1. The City shall maintain its current practice of assisting the District Attorney's support enforcement activities by annually reporting to the Los Angeles County District Attorney the names of all of its employees and retirees so that the District Attorney may identify those employees and retirees subject to Wage and Earnings Assignment Orders and Notices of Assignment and may establish court orders for support, where appropriate. Should the District Attorney so request it, the City will provide such information on a more frequent basis.

2. All applicants for employment with the City of Los Angeles will be asked to acknowledge their responsibility to comply with any court ordered support obligations and will be advised of the City's practice of assisting the District Attorney as described in the provisions of Subsection f.1., above.

**SECTION HISTORY**

*Added by Ord. No. 172,401, Eff. 2-13-99.*



## FIRST SOURCE HIRING PROGRAM FOR AIRPORT EMPLOYEES

- I. Purpose. The purpose of this First Source Hiring Program is to facilitate the employment of Targeted Applicants by Airport Employers. It is a goal of this First Source Hiring Program that this Program benefit Airport Employers by providing a pool of qualified job applicants through a non-exclusive referral system.
- II. Definitions. As used in this Program, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"Airport" shall mean Los Angeles International Airport.

"Airport Employer" shall mean a party that, through a contract, lease, licensing arrangement, or other arrangement, agrees to comply with this First Source Hiring Program with regard to Airport Jobs. Operators of transportation charter party limousines, non-tenant shuttles, and taxis shall not be considered Airport Employers.

"Airport Job" shall mean a job that either (i) is performed On-Site, or (ii) is directly related to a contract, lease, licensing arrangement, or other arrangement under which the employer is an Airport Employer. Positions for which City's Worker Retention Policy requires hiring of particular individuals shall not constitute Airport Jobs for purposes of this Program.

"City" shall mean the City of Los Angeles.

"Coalition" shall mean the LAX Coalition for Economic, Environmental, and Educational Justice, an unincorporated association comprised exclusively of the following organizations: AGENDA; AME Minister's Alliance; Clergy and Laity United for Economic Justice; Coalition for Clean Air; Communities for a Better Environment; Community Coalition; Community Coalition for Change; Environmental Defense; Inglewood Coalition for Drug and Violence Prevention; Inglewood Democratic Club; Lennox Coordinating Council; Los Angeles Alliance for a New Economy; Los Angeles Council of Churches; Nation of Islam; Natural Resources Defense Council; Physicians for Social Responsibility Los Angeles; Service Employees International Union Local 347; and Teamsters Local 911.

"Coalition Representative" shall mean the following: The Coalition shall designate one individual as the "Coalition Representative" authorized to speak or act on behalf of the Coalition for all purposes under the Cooperation Agreement. The Coalition Representative may designate one or more assistants to assist the Coalition Representative in speaking or acting on behalf of the Coalition with respect to any specific program or activity or any other matter. The Coalition shall provide LAWA with contact information for the Coalition Representative upon request.

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**EXHIBIT H**  
**FIRST SOURCE HIRING**  
**(LAX Only)**

“Cooperation Agreement” shall mean the Cooperation Agreement between LAWA and the LAX Coalition for Economic, Environmental and Educational Justice.

"LAWA" shall mean Los Angeles World Airports.

"Low-Income Individual" shall mean an individual whose household income is no greater than 80% of the median income, adjusted for household size, for the Primary Metropolitan Statistical Area.

“On-Site” shall mean physically located on property owned or leased by LAWA and pertaining to Airport.

"Program" shall mean this First Source Hiring Program.

"Project Impact Area" shall have the meaning set forth in the "Final Environmental Impact Report" for the LAX Master Plan Program, dated April 2004, as supplemented by one or more EIR Addenda prior to certification of the EIR by the City Council.

"Referral System" shall mean the referral system established to provide applicant referrals for the Program.

"Special Needs Individuals" shall mean: (i) individuals who receive or have received public assistance through the [Temporary Assistance for Needy Families Program], within the past 24 months; (ii) individuals who are homeless; (iii) ex-offenders, (iv) chronically unemployed, and (v) dislocated airport workers.

"Targeted Applicants" shall have the meaning set forth in Section IV below.

III. Coverage. This Program shall apply to hiring by Airport Employers for all Airport Jobs, except for jobs for which the hiring procedures are governed by a collective bargaining contract that conflicts with this Program.

IV. Targeted Applicants. Referrals under the Program shall, to the extent permissible by law, be made in the order of priority set forth below.

- First Priority: Low-Income Individuals living in the Project Impact Area for at least one year and Special Needs Individuals; and
- Second Priority: Low-Income Individuals residing in City.

V. Initial Airport Employer Roles.

A. Liaison. Each Airport Employer shall designate a liaison for issues related to the Program. The liaison shall work with LAWA, the Coalition Representative, the Referral System provider, and relevant public officials to facilitate effective implementation of this Program.

- B. Long-Range Planning. Any entity that becomes an Airport Employer at least two (2) months prior to commencing operations related to Airport shall, at least two months prior to commencing operations related to Airport, provide to the Referral System the approximate number and type of Airport Jobs that it will fill and the basic qualifications necessary.

VI. Airport Employer Hiring Process.

- A. Notification of Job Opportunities. Prior to hiring for any Airport Job, an Airport Employer shall notify the Referral System, by e-mail or fax, of available job openings and provide a description of job responsibilities and qualifications, including expectations, salary, work schedule, duration of employment, required standard of appearance, and any special requirements (e.g., language skills, driver's license, etc.). Job qualifications shall be limited to skills directly related to performance of job duties.
- B. Referrals. After receiving a notification under Section VI.A above, the Referral System shall within five days, or longer time frame agreed to by the Referral System and Airport Employer, refer to the Airport Employer one or more Targeted Applicants who meet the Airport Employer's qualifications.
- C. Hiring.
1. New Employer Targeted Hiring Period. When making initial hires for the commencement of an Airport Employer's operations related to Airport, the Airport Employer shall consider and hire only Targeted Applicants for a two week period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.
  2. Established Employer Targeted Hiring Period. When making hires after the commencement of operations related to Airport, an Airport Employer shall consider and hire only Targeted Applicants for a five-day period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.
  3. Hiring Procedure During Targeted Hiring Periods. During the periods described in Sections VI.C.1 and VI.C.2 above, Airport Employers may hire Targeted Applicants recruited or referred through any source. During such periods Airport Employers shall use normal hiring practices, including interviews, to consider all applicants referred by the Referral System.

4. No Referral Fees. No Airport Employer or referred job candidate shall be required to pay any fee, cost or expense of the Referral System or this Program in connection with referrals.

VIII. Reporting and Recordkeeping.

- A. Reports. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall, on a quarterly basis, notify the Referral System of the number, by job classification, of Targeted Applicants hired by the Airport Employer during that quarter, and the total number of employees hired by the Airport Employer for Airport Jobs during that quarter. Any Airport Employer who has not had hiring activity for the quarter, shall also notify the Referral System of such inactivity.
- B. Recordkeeping. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall retain records sufficient for monitoring of compliance with this Program with regard to each Airport Job, including records of notifications sent to the Referral System, referrals from the Referral System, job applications received from any source, number of Targeted Applicants hired, and total number of employees hired for Airport Jobs. To the extent allowed by law, and upon reasonable notice, these records shall be made available to LAWA and to the Referral System for inspection upon request. The Coalition Representative may request that LAWA provide such records at anytime. Records may be redacted so that individuals are not identified by name and so that information required by law to remain confidential is excluded.
- C. Complaints. If LAWA, the Coalition, or the Referral System believes that an Airport Employer is not complying with this Program, then the designated LAWA office shall be notified to ensure compliance with this program.
- D. Liquidated Damages. Each Airport Employer agrees to pay to LAWA liquidated damages in the amount of One Thousand Dollars (\$1,000) where LAWA finds that the Airport Employer has violated this Program with regard to hiring for a particular Airport Job. LAWA shall establish procedures providing to Airport Employers notice and an opportunity to present all relevant evidence prior to LAWA's final determination regarding an alleged violation. This liquidated damages provision does not preclude LAWA from obtaining any other form of available relief to ensure compliance with this Program, including injunctive relief.

IX. Miscellaneous.

- A. Compliance with State and Federal Law. This Program shall be implemented only to the extent that it is consistent with the laws of the State of California and the United States. If any provision of this Program is held by a court of law to be in conflict with state or federal law, the applicable law shall prevail over the terms of

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**EXHIBIT H**  
**FIRST SOURCE HIRING**  
**(LAX Only)**



this Program, and the conflicting provisions of this Program shall not be enforceable.

- B. Severability Clause. If any term, provision, covenant or condition of this Program is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.
- C. Binding on Successors. This Program shall be binding upon and inure to the benefit of the successors in interest, transferees, assigns, present and future partners, subsidiary corporations, affiliates, agents, representatives, heirs, and administrators of any party that has committed to comply with it. Any reference in this Program to a party shall be deemed to apply to any successor in interest, transferee, assign, present or future partner, subsidiary corporation, affiliate, agent, representative, heir or administrator of such party; provided, however, that any assignment, transfer or encumbrance of a lease agreement, permit or contract in which this Program is incorporated shall only be made in strict compliance with the terms of such lease agreement, permit or contract and the foregoing shall not constitute consent to any such assignment, transfer or encumbrance.
- D. Lease Agreements and Contracts. Airport Employers shall not execute any sublease agreement or other contract under which Airport Jobs may occur directly or indirectly, unless the entirety of this Program is included as a material term thereof, binding on all parties.
- E. Assurance Regarding Preexisting Contracts. Each Airport Employer warrants and represents that as of the date of execution of this Program, it has executed no sublease agreement or other contract that would violate any provision of this Program had it been executed after the date of incorporation of this Program into a binding contract.
- F. Intended Beneficiaries. LAWA, the Coalition, and the Referral System are intended third-party beneficiaries of contracts and other agreements that incorporate this Program with regard to the terms and provisions of this Program. However, the parties recognize that only LAWA has the sole responsibility to enforce the provisions of this Program.
- G. Material Terms. All provisions of this Program shall be material terms of any lease agreement or contract in which it is incorporated.
- H. Effective Date. Section VI of this Program shall become effective on the effective date of the contract or agreement into which it is incorporated.
- I. Construction. Any party incorporating this Program into a binding contract has had the opportunity to be advised by counsel with regard to this Program. Accordingly, this Program shall not be strictly construed against any party, and

the rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Program.

- J. Entire Contract. This Program contains the entire agreement between the parties on the subjects described herein, and supersedes any prior agreements, whether written or oral. This Program may not be altered, amended or modified except by an instrument in writing signed in writing by all parties to the contract in which it is incorporated.

## **ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM (LAX ONLY)**

### **I. Definitions.**

The following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

“Airport Contract” shall mean a contract awarded by LAWA and pertaining to LAX, and subcontracts of any level under such a contract.

“Airport Contractor” shall mean (i) any entity awarded an Airport Contract, and subcontractors of any level working under an Airport Contract; (ii) any contractors that have entered into a contract with an Airport Lessee to perform work on property owned by LAWA and pertaining to LAX, and any subcontractors working in furtherance of such a contract; and (iii) any contractor that have entered into a contract with an Airport Licensee to perform work pertaining to LAX, and any subcontractors working under such a contract.

“Airport Lessee” shall mean any entity that leases or subleases any property owned by LAWA and pertaining to LAX.

“Airport Licensee” shall mean any entity issued a license or permit by LAWA for operations that pertain to LAX.

“Alternative-Fuel Vehicle” shall mean a vehicle that is not powered by petroleum-derived gasoline or diesel fuel. Alternative-Fuel Vehicles include, but are not limited to, vehicles powered by compressed or liquefied natural gas, liquefied petroleum gas, methanol, ethanol, electricity, fuel cells, or other advanced technologies.

“CARB” shall mean the California Air Resources Board.

“Covered Vehicle” is defined in Section II below.

“Compliance Plan” is defined in subsection VII.C. below.

“EPA” shall mean the United States Environmental Protection Agency.

“Independent Third Party Monitor” shall mean a person or entity empowered by LAWA to monitor compliance with and/or implementation of particular requirements in this Requirement.

“LAWA” shall mean Los Angeles World Airports.

“LAX” shall mean Los Angeles International Airport.

“Least-Polluting Available Vehicle” shall mean a vehicle that (a) is determined by an Independent Third Party Monitor to be (i) commercially available, (ii) suitable for performance of a particular task, and (iii) certified by CARB to meet the applicable engines emission standard in effect at the time of purchase. Where more than one vehicle meets these requirements for a particular task, LAWA, working with the Independent Third Party Monitor, will designate as the

Least-Polluting Available Vehicle the vehicle that emits the least amount of criteria air pollutants.

“LEV” shall mean a vehicle that meets CARB’s Low-Emission Vehicle standards for criteria pollutant exhaust and evaporative emissions for medium-duty vehicles at the time of vehicle manufacture.

“LEV II” shall mean a vehicle certified by CARB to the “LEV II” Regulation Amendments that were fully implemented as of 2010. A qualifying “LEV II” vehicle shall meet the least polluting standard in the LEV II category that is available at the time of purchase.

“LEV III” shall mean a vehicle certified by CARB to the increasingly stringent “LEV III” Regulatory Amendments to the California greenhouse gas and criteria pollutant exhaust and evaporative emission standards, test procedures, and on-board diagnostic system requirements for medium-duty vehicles.

“Low-Use Vehicle” shall mean a Covered Vehicle that makes less than five (5) trips per month to LAX.

“Operator” shall mean any Airport Contractor, Airport Lessee, or Airport Licensee.

“Optional Low NOx” shall mean any vehicle powered by an engine that meets CARB’s optional low oxides of nitrogen (NOx) emission standards for on-road heavy-duty engines applicable at the time of purchase.

## **II. Covered Vehicles.**

A. **Covered Vehicles.** These Requirements shall apply to all on-road vehicles, including trucks, shuttles, passenger vans, and buses that are 8,500 lbs gross vehicle weight rating or more and are used in operations related to LAX (“Covered Vehicles”).

B. **Exemptions.** The following vehicles are exempt from this Requirement:

- i) Public safety vehicles.
- ii) Previously approved vehicles. Vehicles previously approved under the 2007 LAX Alternative Fuel Vehicle Requirement Program are exempt from the Maximum Allowable Vehicle Age Requirement, Section III, but are subject to the Annual Reporting Requirement, Section VI.
- iii) Low-Use Vehicles. Low-use vehicles are exempt from the Compliance Schedule, Section IV, the Maximum Allowable Vehicle Age Requirement, Section III, but are subject to the Annual Reporting Requirement, Section VI.

**III. Maximum Allowable Vehicle Age Requirement.** In accordance with the Compliance Schedule dates outlined in Section IV, no Covered Vehicle equipped with an engine older than thirteen (13) model years or that has 500,000 or more miles, whichever comes first, shall operate at LAX.

## **EXHIBIT I**

### **LAX Alternative Fuel Vehicle Requirement 10-16-17**



**IV. Compliance Schedule.**

- A. By April 30, 2019, one hundred percent (100%) of the Covered Vehicles operated by a Covered Vehicle Operator shall be (a) Alternative-Fuel Vehicles, (b) Optional Low NOx vehicles or (c) LEV II standard vehicles through 2019 or LEV III standard vehicles thereafter.
- B. A new Covered Vehicle Operator who plans to begin operations at LAX prior to April 30, 2019, must comply with the requirement set forth in Section III and subsection IV.A. prior to commencing operations at LAX.

**V. Least-Polluting Available Vehicles.** In cases where an Operator cannot comply with the requirements established pursuant to Sections III and IV above because neither Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, or LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter, are commercially available for performance of particular tasks, LAWA will instead require Operators to use the Least-Polluting Available Vehicles for such tasks. An Independent Third Party Monitor will determine whether Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, or LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter are commercially available to perform particular tasks, and, in cases where neither Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, nor LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter are commercially available for performance of a particular task, will identify the Least-Polluting Available Vehicle for performance of that task.

**VI. Annual Reporting Requirement.**

- A. By January 31st of each calendar year, Covered Vehicle Operators must submit to LAWA the vehicle information required on the reporting form accessible online at <https://online.lawa.org/altfuel/> for the prior calendar year.
- B. Low-Use Vehicles shall be included in the annual reporting. Where monthly trip data is used to establish low-use, the operator must provide proof such as transponder data records or an attestation acceptable to LAWA.
- C. A Covered Vehicle Operator who plans to begin operations at LAX must comply with this reporting requirement prior to commencing operations, and thereafter comply with the annual reporting deadline of January 31st of each calendar year.

**VII. Enforcement.**

- A. **Non-Compliance.** The following circumstances shall constitute non-compliance for purposes of this Section VII:
- i) Failure to submit an annual report pursuant to Section VI above.
  - ii) Failure to use an Alternative Fuel Vehicle, an Optional Low NOx vehicle, a vehicle meeting LEV II standards prior to December 31, 2019, or LEV III standards thereafter, an approved Least-Polluting Available Vehicle, or a vehicle approved under LAWA's former Alternative Fuel Vehicle Requirement, including approved comparable emissions vehicles.

- iii) Failure to submit a Compliance Plan as defined in subsection VII.C. below within 30 days of notice of non-compliance from LAWA.
  - iv) Failure to adhere to an approved Compliance Plan as defined in subsection VII.C. below.
- B. Notice of Non-Compliance.** Covered Vehicle Operators found not to be in compliance with the Alternative Fuel Vehicle Requirement as set forth in subsection VII.A. above will be given a notice of non-compliance. Covered Vehicle Operators will have 30 days to correct the deficiencies documented in the notice of non-compliance by completing the annual report as defined in Section VI or submitting a Compliance Plan as defined in subsection VII.C. below, as applicable to the reason cited for non-compliance.
- C. Compliance Plan.**
- i) Operators shall transition to compliant vehicles as soon as practicable.
  - ii) Non-compliant Covered Vehicle Operators will be required to submit a Compliance Plan indicating the disposition (salvage, replace, remove from service, etc.) date for each non-compliant vehicle ("Compliance Plan") within 30 days of receiving a notice of non-compliance for a vehicle in the Operator's fleet. The Compliance Plan shall provide dates by which the non-compliant vehicle or vehicles in the Operator's fleet will meet the requirements of the LAX Alternative Fuel Vehicle Requirement and a justification for the new date. The Compliance Plan shall be signed under attestation.
  - iii) LAWA's Chief Executive Officer or his/her designee shall review the Operator's Compliance Plan and justification to determine its acceptability and authorize approval or disapproval.
  - iv) Covered Vehicle Operators shall have 30 days to seek review of LAWA's rejection of a Compliance Plan or any parts thereof by LAWA's Chief Executive Officer or his/her designee.
- D. Default.** Three or more instances of non-compliance with the LAX Alternative Fuel Vehicle Requirement as defined in subsection VII.A above within two years shall be considered a default of the applicable LAX permit, license, contract, lease, Non-Exclusive License Agreement (NELA), concessionaire agreement, and/or Certified Service Provider (CSP) Program. LAWA's Chief Executive Officer or his/her designee may, pursuant to the applicable terms provided therein, suspend or cancel a permit, license, contract, lease, NELA, concessionaire agreement or certified provider certification of non-compliant Covered Vehicle Operators who are not in compliance with this Alternative Fuel Vehicle Requirement. In addition, LAWA's Chief Executive Officer or his/her designee may seek to recoup LAWA's administrative costs from non-compliant operators.

**IX. Periodic Review.** This Requirement will be reviewed and updated periodically as deemed necessary by LAWA.

## CIVIL RIGHTS – TITLE VI ASSURANCES

**Civil Rights – Title VI Assurances.** In accordance with, and as amended or interpreted from time to time, 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013.

- I. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
  - Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  - 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (PL 100-259) (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);
  - Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
  - The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (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);

- 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, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

II. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by LAWA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a



contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to LAWA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, LAWA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as LAWA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request LAWA to enter into any litigation to protect the interests of LAWA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

# EXHIBIT K

## ADMINISTRATIVE REQUIREMENTS

REQUEST FOR PROPOSALS FOR  
Management & Oversight of Common Use  
Facilities, Equipment & Services  
FOR LOS ANGELES WORLD AIRPORTS



Submitted to:



Los Angeles International Airport 1 World Way  
Los Angeles, CA 90045  
ATTN: Patricia Gurrola, RFP Administrator

Submitted by:



Los Angeles International Airport 380 World Way  
Los Angeles, CA 90045

December 8, 2023

### Part 2: Administrative Requirements

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# Administrative Requirements



# Checklist

## Administrative Requirements Checklist

**BIDDERS/PROPOSERS (PRIME CONTRACTORS) MUST SUBMIT THE FOLLOWING ORIGINAL, SIGNED DOCUMENTS, WITH THEIR PROPOSAL, AS INDICATED**

### 1. VENDOR IDENTIFICATION FORM

- ☒ Is the required Vendor Identification Form completed and signed?
- ☐ Is the BTRC/VRN number provided? (N/A - BRTC Exemption Form Attached)
- ☒ Is the Form enclosed in the Packet?

### 2. AFFIDAVIT OF NON-COLLUSION

- ☒ Is the "Affidavit to Accompany Proposals or Bids" completed and signed?
- ☒ Is the Affidavit notarized?
- ☒ Is the Affidavit enclosed in the Packet?

Failure to include an Affidavit with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

### 3. BIDDER CONTRIBUTIONS

- ☒ Is the required Bidder Contribution CEC Form 55 completed and signed?
- ☒ Schedule A - Please list all principals on Schedule A.
- ☒ Schedule B - Please list all subcontractors and their principals on Schedule B (If you check "Yes")
- ☒ Is the Form enclosed in the Packet?

Failure to include the Bidder Contribution CEC Form 55 with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

### 4. CONTRACTOR RESPONSIBILITY PROGRAM

- ☒ Is the required "Contractor Responsibility Program Questionnaire" completed and signed?
- ☒ Is the Questionnaire enclosed in the Packet?
- ☒ Is the required "Contractor Responsibility Program Pledge of Compliance" completed and signed?
- ☒ Is the Pledge of Compliance enclosed in the Packet?

### 5. IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

- ☒ Have you read and checked one of the options?
- ☒ Is the Affidavit enclosed in the Packet?

**6. EQUAL BENEFITS ORDINANCE**

- ☒ Is the EBO Compliance Affidavit Form completed and signed?  
☒ Is the Form enclosed in the Packet?

**7. MUNICIPAL LOBBYING ORDINANCE**

- ☒ Is the required Bidder Certification CEC Form 50 completed and signed?  
☒ Is the Certification enclosed in the Packet?

**Failure to include the Bidder Certification CEC Form 50 with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.**

**8. BUSINESS ENTERPRISE PROGRAM**

- ☒ Is the Subcontractor Participation Plan completed and enclosed?  
☒ Is the AFFIDAVIT completed and enclosed?  
☒ If applicable, is a copy of the certification (SBE, LBE, LSBE, DVBE) enclosed?

**THE FOLLOWING REQUIREMENTS DO NOT REQUIRE THE COMPLETION OF FORMS BUT MAY BE INCORPORATED AS PROVISIONS OF THE CONTRACT:**

**9. AFFIRMATIVE ACTION**

- ☒ Have you read and agreed with the City of Los Angeles' Non-discrimination, equal Employment and Affirmative Action provisions?

**10. ASSIGNMENT OF ANTI-TRUST CLAIMS**

- ☒ Have you read and agreed with California Government Code Sections 4550 – 4554?

**11. CHILD SUPPORT OBLIGATIONS**

- ☒ Have you read and agreed with Child Support Obligations provisions?

**12. FIRST SOURCE HIRING PROGRAM**

- ☒ Have you read and agreed with First Source Hiring Program provisions?

### 13. LIVING WAGE ORDINANCE

If you are claiming exemption from said Ordinances:

- ☐ Is the appropriate Exemption form completed and signed?
- ☐ Is the Exemption form enclosed in the Packet?

**IF YOU ARE AWARDED THE CONTRACT AND PRIOR TO EXECUTION OF THE CONTRACT:**

Prime contractors are required to submit to LAWA forms pertaining to the following requirements:

- Business Tax Registration Certificate
- Insurance




2020

## Vendor Identification Form

# VENDOR IDENTIFICATION FORM

ALL FIELDS MUST BE COMPLETED. INCOMPLETE FORMS MAY BE REJECTED AND RESUBMITTED.

| GENERAL INFORMATION   |   |  |                                |                                     |  |
|---|---|--|--------------------------------|-------------------------------------|--|
| Legal Name  | Tom Bradley International Terminal Equipment Company                                |  | Doing Business As (DBA)        |                                     |  |
| IRS Taxpayer ID No.<br>(EIN or SSN)   | 94-2836897  |  | If applicable:                 |                                     |  |
| Submit IRS W9 form (required)   |   |  | CA SOS Entity/Registration No. |                                     |  |
| For foreign vendors, click Foreign Entity for related instructions  |   |  | CA DTFA Seller Permit No.      |                                     |  |
| <b>Entity type</b>  |   | City of Los Angeles Office of Finance (OOF) BTRC/VRN No.                           |                                |                                     |  |
| <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Governmental Entity  |   | Certificate of Exemption Attached  |                                |                                     |  |
| <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other:   |   | <input type="checkbox"/> BTRC/VRN application pending (attach proof of submission) |                                |                                     |  |
| <input type="checkbox"/> Partnership  |   | For further information click Office of Finance                                    |                                |                                     |  |
| <b>BUSINESS ADDRESS</b>   |   |  |                                |                                     |  |
| Street  | 380 World Way, Suite 4C16-10  |  | Contact                        | Sheila O'Neil                       |  |
| City  | Los Angeles   |  | Phone                          | 310-529-5858                        |  |
| State/<br>Region  | CA  | Zip Code   | 90045                          | Fax                                 |  |
| Country   | United States   |  | Email                          | sheila.oneil@airnz.com              |  |
|   |   | Remittance<br>address:<br>(If different from above)                                |                                |                                     |  |
| <b>CALIFORNIA FRANCHISE TAX BOARD (FTB)</b>   |   |  |                                |                                     |  |
| An FTB form is required from all vendors with a payment address <u>outside</u> of California. Submit form 587 or 590 or proof of submission of form 588 or 589:   |   |  |                                |                                     |  |
| F-587   F-590   F-588   F-589   |   |  |                                |                                     |  |
| Click FTB Publication 1017 for further information  |   |  |                                |                                     |  |
| <b>BUSINESS CERTIFICATION</b>   |   |  |                                |                                     |  |
| (Check all that apply - If required, attach copies of all applicable certifications)  |   |  |                                |                                     |  |
| <input type="checkbox"/> Airport Concessions Disadvantaged Business Enterprise (ACDBE) <input type="checkbox"/> Minority Women Business Enterprise (MWBE)   |   |  |                                |                                     |  |
| <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Small Business Enterprise* (Proprietary)  |   |  |                                |                                     |  |
| <input type="checkbox"/> Disabled Veteran Business Enterprise (DVBE) (LAWA) <input type="checkbox"/> Local Small Business (LSB) (formerly SLB)  |   |  |                                |                                     |  |
| <input type="checkbox"/> Local Business Enterprise (LBE) <input type="checkbox"/> Women Business Enterprise (WBE)   |   |  |                                |                                     |  |
| <input type="checkbox"/> Minority Business Enterprise (MBE)    *Per SBA or DGS criteria verification  |   |  |                                |                                     |  |
| <b>Legend:</b>  |   |  |                                |                                     |  |
| BTRC - Business Tax Registration Certificate  |   | EIN - Employer Identification number   |                                | SOS - California Secretary of State |  |
| DTFA - California Department of Tax & Fee Administration  |   | SSN - Social Security Number   |                                | VRN - Vendor Registration Number    |  |
| <b>CERTIFICATION</b>  |   |  |                                |                                     |  |
| The undersigned declares and certifies that all statements on this form are true and correct. I agree to notify Strategic Sourcing Division immediately of any changes to the information contained herein. I have read and agreed with the administrative requirements set for this project and have been provided as a checklist in the bid/proposal package. If selected, I/We will comply with these requirements for the duration of the contract. |   |  |                                |                                     |  |
| Authorized<br>Signature   |  |  | Date                           | 12/07/2023                          |  |
| Print Name  | Sheila O'Neil   |  | Title                          | TBITEC Chairperson                  |  |

| For LAWA use only:   |                 |           |
|----------------------|-----------------|-----------|
| Requesting Division: | Contact Person: | Phone No: |

For instructions and additional information, please click LAWA, call 424-640-5880, or email Los Angeles World Airports Procurement Services Division at [procurementrequirements@lawa.org](mailto:procurementrequirements@lawa.org)

Office of Finance  
200 N. Spring St., Rm 101  
Los Angeles CA 90012-4801

CITY OF LOS ANGELES  
CALIFORNIA



Eric Garcetti  
Mayor

Diana Mangloglu  
Director of Finance  
City Treasurer

TBITEC  
LAX TERMINAL EQUITY CORP; LAXTEC CORP

380 WORLD WAY  
LOS ANGELES, CA 90045

Account Number: 0000224444-0001-7

380 WORLD WAY  
LOS ANGELES, CA 90045

08/05/2020

### Exemption Approval Notice

Based on the documents submitted by your organization, it appears the following business activity(ies) is exempt from payment of the business tax:

| <u>Fund/Class</u> | <u>Fund/Class Description</u> |
|-------------------|-------------------------------|
| L049              | Professions / Occupations     |

If the business activity(ies), purpose, or method of operation has changed, you are required to report any such changes immediately to the Office of Finance.

Furthermore, if the organization engages in other activity(ies) not listed above, the organization may be subject to a business tax under other sections of the Los Angeles Municipal Code. Also, be advised that this exemption does not cover police and/or fire permit(s) that may be required.

If you have any questions regarding this notice, please call (844) 663-4411. For general business tax information visit our web site at [finance.lacity.org](http://finance.lacity.org).

Sincerely,  
Office of Finance

|                                    |                      |         |                                  |               |
|------------------------------------|----------------------|---------|----------------------------------|---------------|
| <b>MAIN OFFICE</b>                 |                      |         | <b>PHONE NUMBER</b>              |               |
| City Hall (Use Main St. Entrance)  | 200 N. Spring Street | Rm. 101 | PHONE (844) 663-4411             |               |
| <b>BRANCH OFFICES</b>              |                      |         | <b>OFFICE HOURS</b>              |               |
| Van Nuys Civic Center              | 6262 Van Nuys Blvd.  | Rm. 110 | Open Mon., Tues., Thurs., & Fri. | 8AM to 4:30PM |
| Braude Constituent Services Center |                      |         | Wednesday                        | 9AM to 4:30PM |
| West Los Angeles                   | 1828 Sawtelle Blvd.  | Rm. 102 |                                  |               |



# Affidavit of Non-Collusion

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA )

COUNTY OF Los Angeles County ) ss.:  
)

Sheila O'Neil being first duly sworn, deposes and says:  
(Type or print name)  
that he or she is the TBITEC Chairperson of  
(Type or print title)  
Tom Bradley International Terminal Equipment Company (TBITEC), who submits herewith  
(Type or print name of company/firm)  
to the Board of Airport Commissioners the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves, an advantage over any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- (b) did not, directly or indirectly, collude, conspire, connive or agree with any one else that said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw their bid/proposal;
- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price or of that of anyone else;
- (d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group of individuals, except to the awarding authority or to any person or person who have a partnership or other financial interest with said bidder/proposer in their business.

Signed:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.



Name: Sheila O'Neil

Title: TBITEC Chairperson

Subscribed and sworn to (or affirmed) before me on this 7th day of December, 2023, by Sheila O'Neil, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

  
Notary Public



## Bidder Contributions

FORM  
55

# Prohibited Contributors (Bidders)

Los Angeles City  
ETHICS COMMISSION

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☒ Original Filing ☐ Amendment: Date of Signed Original \_\_\_\_\_ Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or RAMP): 209017 Date Bid Submitted: December 8, 2023

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):  
Request for Proposals for Management and Oversight of Common Use Facilities, Equipment and Services for LAWA

Awarding Authority (Department awarding the contract): City of Los Angeles Department of Airports

Bidder Name: Tom Bradley International Terminal Equipment Company (TBITEC)

Bidder Address: 380 World Way, Box-S18, Los Angeles, CA 90045

Bidder Email Address: sheila.oneil@airnz.com Bidder Phone Number: 310-529-5858

## Schedule Summary

Please complete all three of the following:

- |   |  |                                |
|---|--|--------------------------------|
| 1. <b>SCHEDULE A – Bidder's Principals</b> (check one)<br>The bidder has one or more PRINCIPALS, as defined in LAMC § 49.7.35(A)(6).<br>At least one principal is required for entities. (If you check "Yes", Schedule A is required.)  | Yes<br><input checked="" type="checkbox"/> | No<br><input type="checkbox"/> |
| 2. <b>SCHEDULE B – Subcontractors and Their Principals</b> (check one)<br>The bidder has one or more SUBCONTRACTORS on this bid or proposal with<br>subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.) | Yes<br><input checked="" type="checkbox"/> | No<br><input type="checkbox"/> |
| 3. <b>TOTAL NUMBER OF PAGES SUBMITTED</b> (including this cover page): <u>5</u>   |  |                                |


## Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:  
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Sheila O'Neil  
Name  
TBITEC Chairperson  
Title

Signature

Date

  
12/07/2023



**Prohibited Contributors**  
(Bidders)**Schedule A - Bidder's Principals**

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Sheila O'Neil Title: Executive Committee Chair  
Address: 380 World Way, Los Angeles, CA 90045

Name: David Anderson Title: Executive Committee Vice Chair  
Address: 380 World Way, Los Angeles, CA 90045

Name: David Thomas Title: Secretary  
Address: 380 World Way, Los Angeles, CA 90045

Name: Jim Boucher Title: Executive Committee Member  
Address: 380 World Way, Los Angeles, CA 90045

Name: Jim Kawashima Title: Executive Committee Member  
Address: 380 World Way, Los Angeles, CA 90045

Name: Rona Sarhad Title: Executive Committee Member  
Address: 380 World Way, Los Angeles, CA 90045

Name: Eric Saywack Title: Executive Committee Member  
Address: 380 World Way, Los Angeles, CA 90045

Name: Delphine Deleger Title: Executive Committee Member  
Address: 380 World Way, Los Angeles, CA 90045

Name: Grace Chang Title: Executive Committee Member  
Address: 380 World Way, Los Angeles, CA 90045

☐ Check this box if additional Schedule A pages are attached.

Prohibited Contributors  
(Bidders)

## Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

|   |
|---|
| Subcontractor's Name<br>Airport Synergy Group - LAX, LLC        |
| Subcontractor's Address<br>380 World Way, Los Angeles, CA 90045 |

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes\* ☐ No

*\* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

|  |                                     |
|--|-------------------------------------|
| Name: <u>Avports, LLC</u>  | Title: <u>Joint Venture Partner</u> |
| Address: <u>45025 Aviation Dr, Suite 100, Dulles, VA 20166</u>                             |                                     |
| Name: <u>Jacobsen/Daniels Associates, LLC</u>  | Title: <u>Joint Venture Partner</u> |
| Address: <u>121 Pearl St, Ypsilanti, MI 48197</u>  |                                     |
| Name: <u>Midwest Business Consulting, LLC d.b.a. Consolidated Management Professionals</u> | Title: <u>Joint Venture Partner</u> |
| Address: <u>6640 S. Cicero Ave, Suite 204, Bedford Park, IL 60638</u>                      |                                     |
| Name: _____  | Title: _____                        |
| Address: _____   |                                     |
| Name: _____  | Title: _____                        |
| Address: _____   |                                     |
| Name: _____  | Title: _____                        |
| Address: _____   |                                     |

☒ Check this box if additional Schedule B pages are attached.

Prohibited Contributors  
(Bidders)

## Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Adcom Ventures, Inc.

Subcontractor's Address

4826 Shenandoah Ave. Los Angeles, CA 90056

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes\* ☐ No

*\* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Carrie SullivanTitle: Managing DirectorAddress: 4826 Shenandoah Ave. Los Angeles, CA 90056Name: Terrence SullivanTitle: PresidentAddress: 4826 Shenandoah Ave. Los Angeles, CA 90056

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

☒ Check this box if additional Schedule B pages are attached.



Prohibited Contributors  
(Bidders)

## Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

|   |
|---|
| Subcontractor's Name                          |
| Digital Archiving Systems, LLC dba ArcDesigns |
| Subcontractor's Address                       |
| 534 W Manchester Blvd, Inglewood, CA 90301    |

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes\* ☐ No

*\* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

|   |                          |
|---|--------------------------|
| Name: Abraham Kim                                   | Title: Managing Director |
| Address: 534 W Manchester Blvd, Inglewood, CA 90301 |                          |
| Name: _____   | Title: _____             |
| Address: _____                                      |                          |
| Name: _____   | Title: _____             |
| Address: _____                                      |                          |
| Name: _____   | Title: _____             |
| Address: _____                                      |                          |
| Name: _____   | Title: _____             |
| Address: _____                                      |                          |
| Name: _____   | Title: _____             |
| Address: _____                                      |                          |

☐ Check this box if additional Schedule B pages are attached.



# Contractor Responsibility Program

**LOS ANGELES WORLD AIRPORTS  
CONTRACTOR RESPONSIBILITY PROGRAM  
QUESTIONNAIRE**

On December 4, 2001, the Board of Airport Commissioners adopted Resolution No. 21601, establishing LAWA's Contractor Responsibility Program (CRP). The intent of the program is to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. To assist LAWA in making this determination, each bidder/proposer is required to complete and submit with the bid/proposal the attached CRP Questionnaire. If a non-competitive process is used to procure the contract, the proposed contractor is required to complete and submit the CRP Questionnaire to LAWA prior to execution of the contract. Submitted CRP questionnaires will become public records and information contained therein will be available for public review for at least fourteen (14) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and submit this questionnaire may make the bid/proposal non-responsive and result in non-award of the proposed contract. During the review period if the bidder/proposer or contractor (collectively referred to hereafter as "bidder/proposer") is found non-responsible, he/she is entitled to an Administrative Hearing if a written request is submitted to LAWA within ten (10) working days from the date LAWA issued the non-responsibility notice. Final determination of non-responsibility will result in disqualification of the bid/proposal or forfeiture of the proposed contract.

All Questionnaire responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the CRP Questionnaire Attachment A. Submit the completed and signed Questionnaire and all attachments to LAWA. Retain a copy of this completed questionnaire for future reference. Contractors shall submit updated information to LAWA within thirty (30) days if changes have occurred that would make any of the responses inaccurate in any way.

Request for Proposals for Management and Oversight of Common Use Facilities,

A. **PROJECT TITLE:** Equipment and Services for LAWA

**B. BIDDER/CONTRACTOR INFORMATION:**

Tom Bradley International Terminal Equipment Company

|                                   |              |       |       |
|-----------------------------------|--------------|-------|-------|
| Legal Name                        | DBA          |       |       |
| 380 World Way                     | Los Angeles  | CA    | 90045 |
| Street Address                    | City         | State | Zip   |
| Sheila O'Neil, TBITEC Chairperson | 310-529-5858 |       |       |
| Contact Person, Title             | Phone        | Fax   |       |

**C. TYPE OF SUBMISSION:** The CRP Questionnaire being submitted is:

- ☒ An initial submission of a CRP Questionnaire. Please complete all questions and sign Attachment A.
- ☐ An update of a prior CRP Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_. Please complete all questions and sign Attachment A.
- ☐ A copy of the initial CRP Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_. Please sign below and return this page.

I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the firm submitted the last CRP Questionnaire.

Sheila O'Neil, TBITEC Chairperson  
Print Name, Title

  
Signature

12/07/2023  
Date

**A. OWNERSHIP AND NAME CHANGES**

- 1a. In the past five (5) years, has the name of the bidder/proposer (also referred to herein as "your firm") changed?

☐ Yes ☒ No

If Yes, list on Attachment A all prior legal and D.B.A. names used by the bidder/proposer, the addresses of each of the identified entities, and the dates when each identified entity used those names. Additionally, please explain in detail the specific reason(s) for each name change.

- 1b. In the past five (5) years, has the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) engaged in the same or similar type of business as the current firm?

☐ Yes ☒ No

If Yes, list on Attachment A the names of those firms.

**B. FINANCIAL RESOURCES AND RESPONSIBILITY**

2. In the past five (5) years, has your firm ever been the debtor in a bankruptcy proceeding?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances and dates surrounding each instance.

3. Is your company now in the process of, or in negotiations toward, or in preparations for being sold?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances, including to whom being sold and principal contact information.

4. In the past five (5) years, has your firm's financial position significantly changed?

☐ Yes ☒ No

If Yes, explain the specific circumstances on Attachment A.

5. In the past five (5) years, has your firm ever been denied bonding?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance and include the name of the bonding company.

6. In the past five (5) years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance.

**PERFORMANCE HISTORY**

7. In the past five (5) years, has your firm or the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) defaulted under a contract with a governmental entity or with a private individual or entity?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance.

8. In the past five (5) years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, and principal contact information.

9. In the past five (5) years, has your firm ever failed to meet any scheduled deliverables or milestones?

☐ Yes ☒ No

If Yes, explain on Attachment A the circumstances surrounding each instance, and principal contact information.

10. In the past ten (10) years, has the bidder/proposer had any contracts with any private or governmental entity to perform work which is similar, in any way, to the work to be performed on the contract for which you are bidding or proposing?

☒ Yes ☐ No

If Yes, list on a separate attachment, for each contract listed in response to this question: (a) contract number and dates; (b) awarding authority; (c) contact name and phone number; (d) description and success of performance; and (e) total dollar amount. Include audit information if available.

#### COMPLIANCE

11. In the past five (5) years, has your firm or any of its owners, partners, or officers, been penalized for or been found to have violated any federal, state, or local laws in the performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

12. In the past five (5) years, has your firm ever been debarred or determined to be a non-responsible bidder contractor?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the current status.

#### BUSINESS INTEGRITY

13. In the past five (5) years, has your firm been convicted of, or found liable in a civil suit for making a false claim(s) or material misrepresentation(s) to any private or governmental entity?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

14. In the past five (5) years, has your firm or any of its executives, management personnel, and owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract; or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and current status.



**ATTACHMENT "A"**  
**FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E**

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. Insert additional Attachment A pages as necessary.

**Performance History - Question 10**

- a.) DA-5158; January 27, 2017  
b.) Los Angeles World Airports (LAWA)  
c.) Carrie Sullivan; (310) 721-7364  
d.) Equipment Acquisition Agreement by and Between the City of Los and Tom Brandley International Terminal Equipment Company Pursuant to Lease No. LAA-8600. Contract was completed December 15, 2021.  
e.) \$185,000,000
- a.) DA-5158A; December 23, 2019  
b.) Los Angeles World Airports (LAWA)  
c.) Sheila O'Neil; (310) 529-5858  
d.) Resolution No. 26898. Contract was completed December 15, 2021.  
e.) Not to exceed \$185,000,000
- a.) DA-5159; January 27, 2017  
b.) Los Angeles World Airports (LAWA)  
c.) Carrie Sullivan; (310) 721-7364  
d.) Equipment Acquisition Agreement by and Between The City of Los and Tom Bradley International Terminal Equipment Company Pursuant to Lease No. LAA-8600. Contract was completed September 23, 2022.  
e.) \$75,000,000
- a.) DA-5323; November 14, 2018  
b.) Los Angeles World Airports (LAWA)  
c.) Kirk Demers; (310) 246-9188  
d.) Common Use Bag Drop Equipment Acquisition Agreement By and Between The City of Los and Tom Bradley International Terminal Equipment Company Pursuant to Lease No. LAA-8600. Contract was completed November 16, 2022.  
e.) \$2,221,667
- a.) DA-5323; November 19, 2018  
b.) Los Angeles World Airports (LAWA)  
c.) Carrie Sullivan; (310) 721-7364  
d.) Resolution No. 26620. Contract was completed November 16, 2022.  
e.) \$2,421,667
- a.) DA-5323; April 25, 2019  
b.) Los Angeles World Airports (LAWA)  
c.) Carrie Sullivan; (310) 721-7364  
d.) Common Use Bag Drop Equipment Acquisition Agreement (extended 90 days). Contract was completed November 16, 2022.  
e.) Not to exceed \$2,421,667

1 of 2

**CERTIFICATION UNDER PENALTY OF PERJURY**

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

Sheila O'Neil, TBITEC Chairperson  
Print Name, Title

  
Signature

12/07/2023  
Date

ATTACHMENT "A"  
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. Insert additional Attachment A pages as necessary.

Performance History - Question 10

- a.) DA-5458; October 1, 2020  
b.) Los Angeles World Airports (LAWA)  
c.) Carrie Sullivan; (310) 721-7364  
d.) Resolution No. 27071 - T5 Baggage Handling System Upper Level Controls. Contract was completed August 14, 2022.  
e.) \$2,259,805

- a.) T5P20-002; February 15, 2021  
b.) Brock Solutions US Systems, LLC  
c.) Sheila O'Neil; (310) 529-5858  
d.) Reimbursement Agreement with LAWA for the T5 Baggage Handling System Upper Level Controls Replacement. Contract is currently active.  
e.) \$1,593,206

- a.) DA-5495; July 21, 2021  
b.) Los Angeles World Airports (LAWA)  
c.) Allan Solorzano; (424) 646-5026  
d.) Request to Amend Work Plan/Service Agreement DA-5495. Contract is currently active.  
e.) \$208,500

- a.) DA-5495; January 28, 2022  
b.) SIEMENS  
c.) Allan Solorzano; (424) 646-5026  
d.) Reimbursement Agreement with LAWA for the LAX VSU II Upgrades Proposal - T5 upgrade @64,702.00 and TBIT @38,821.20. Contract is currently active.  
e.) \$103,523

- a.) DA-5495; April 29, 2022  
b.) Los Angeles World Airports (LAWA)  
c.) Carrie Sullivan; (310) 721-7364  
d.) Request to Amend Work Plan/Service Agreement DA-5495 (FN 22-007). Contract is currently active.  
e.) \$103,523.20

- a.) DA-5495; May 2, 2022  
b.) Los Angeles World Airports (LAWA)  
c.) Carrie Sullivan; (310) 721-7364  
d.) Request to Amend Work Plan/Service Agreement DA-5495 (FN 22-010). Contract is currently active.  
e.) \$72,405

2 of 2

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

Sheila O'Neil, TBITEC Chairperson  
Print Name, Title

Signature

Date

**LOS ANGELES WORLD AIRPORTS  
CONTRACTOR RESPONSIBILITY PROGRAM  
PLEDGE OF COMPLIANCE**

The Los Angeles World Airports (LAWA) Contractor Responsibility Program (Board Resolution #21601) provides that, unless specifically exempted, LAWA contractors working under contracts for services, for purchases, for construction, LAWA licensees with licenses, agreements or permits issued under the Certified Service Provider Program, and LAWA tenants with leases, that require the Board of Airport Commissioners' approval shall comply with all applicable provisions of the LAWA Contractor Responsibility Program. Bidders and proposers are required to complete and submit this Pledge of Compliance with the bid or proposal or with an amendment of a contract subject to the CRP. In addition, within 10 days of execution of any subcontract, the contractor shall submit to LAWA this Pledge of Compliance from each subcontractor who has been listed as performing work on the contract.

The contractor agrees to comply with the Contractor Responsibility Program and the following provisions:

- (a) To comply with all applicable Federal, state, and local laws in the performance of the contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor is not in compliance with paragraph (a).
- (c) To notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a).
- (d) To provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a CRP Questionnaire.
- (e) To ensure that subcontractors working on the LAWA contract shall complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (a) through (c) herein. To submit to LAWA the completed Pledges.
- (f) To notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
- (g) To cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Failure to sign and submit this form to LAWA with the bid/proposal may make the bid/proposal non-responsive.

Tom Bradley International Terminal Equipment Company (TBITEC) 380 World Way, Los Angeles, CA 90045 310-529-5858  
Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Sheila O'Neil, TBITEC Chairperson

Print Name and Title of Officer or Authorized Representative

Request for Proposals for Managemnet and Oversight of Common Use Facilities, Equipment and Services for LAWA  
Project Title

## Iran Contracting Compliance Affidavit



## **IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

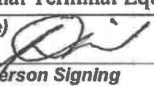
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing ONE of the options shown below.

### **OPTION #1: CERTIFICATION**

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

|   |                                  |                             |
|---|----------------------------------|-----------------------------|
| <b>Vendor Name/Financial Institution (printed)</b><br>Tom Bradley International Terminal Equipment Company              |                                  | <b>BTRC (or n/a)</b><br>n/a |
| <b>By (Authorized Signature)</b><br> |                                  |                             |
| <b>Print Name and Title of Person Signing</b><br>Sheila O'Neil, TBITEC Chairperson                                      |                                  |                             |
| <b>Date Executed</b>  | <b>City Approval (Signature)</b> | <b>(Print Name)</b>         |

### **OPTION #2: EXEMPTION**

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

|  |                                  |                      |
|--|----------------------------------|----------------------|
| <b>Vendor Name/Financial Institution (printed)</b> |                                  | <b>BTRC (or n/a)</b> |
| <b>By (Authorized Signature)</b>                   |                                  |                      |
| <b>Print Name and Title of Person Signing</b>      |                                  |                      |
| <b>Date Executed</b>                               | <b>City Approval (Signature)</b> | <b>(Print Name)</b>  |

# Equal Benefits Ordinance

**LAWA EBO COMPLIANCE**

**FOR LAWA CONTRACTORS ONLY**

City of Los Angeles  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway, Suite 300, Los Angeles, CA 90015  
Phone: (213) 847-2625 E-mail: [bca.ecoc@lacity.org](mailto:bca.ecoc@lacity.org)

**EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT**

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

**SECTION 1. CONTACT INFORMATION**

Company Name: Tom Bradley International Terminal Equipment Company

Company Address: 380 World Way

City: Los Angeles State: CA Zip: 90045

Contact Person: Sheila O'Neil Phone: 310-529-5858 E-mail: sheila.oneil@airnz.com

Approximate Number of Employees in the United States: 0

Approximate Number of Employees in the City of Los Angeles: 0

**SECTION 2. EBO REQUIREMENTS**

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

## LAWA EBO COMPLIANCE

### SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ☒..... I have no employees.
- ☒..... I provide no benefits.
- ☐..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☐..... I provide equal benefits as required by the City of Los Angeles EBO.
- ☐..... I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☐..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) \_\_\_\_\_.
- ☐..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

### SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

Tom Bradley International Terminal Equipment Company will comply with the Equal Benefits Ordinance requirements

Company Name

as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 7th day of December, in the year 20 23, at Los Angeles, CA  
(City) (State)

Signature

Sheila O'Neil

Name of Signatory (please print)

TBITEC Chairperson

Title

380 World Way, Box S18

Mailing Address

Los Angeles, CA 90045

City, State, Zip Code

94-2836897

EIN/TIN



# Municipal Lobbying Ordinance

FORM  
50

# Bidder Certification

Los Angeles City  
ETHICS COMMISSION

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☒ Original Filing      ☐ Amendment: Date of Signed Original \_\_\_\_\_, Date of Last Amendment \_\_\_\_\_

|  |   |
|--|---|
| Reference Number (Bid, Contract, or RAMP)<br>209017                          | Awarding Authority (Department awarding the contract)<br>City of Los Angeles Department of Airports |
| Bidder Name<br>Tom Bradley International Terminal Equipment Company (TBITEC) |   |
| Address<br>380 World Way, Los Angeles, CA 90045                              |   |
| Email Address<br>Sheila.oneil@airnz.com                                      | Phone Number<br>310-529-5858  |

## Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:


A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Sheila O'Neil  
\_\_\_\_\_  
Name  
  
TBITEC Chairperson  
\_\_\_\_\_  
Title

Signature   
\_\_\_\_\_  
Date 12/07/2023  
\_\_\_\_\_

BUSINESS ENTERPRISE PROGRAMS (SBE, LBE/LSBE, DVBE)

# AFFIDAVIT REQUIRED OF ALL PROPOSERS/BIDDERS

**(This Affidavit will become part of the contract for the selected Proposer/Bidder)**

The City of Los Angeles, Los Angeles World Airports (LAWA) is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at LAWA.

## MANDATORY BUSINESS ENTERPRISE PARTICIPATION LEVELS:

|   |   |
|---|---|
| Combining various BE categories into 25% xBE: | If awarded the contract, the selected Proposer/Bidder commits to achieving the 25% xBE requirement: |
| SBE <u>6.5%</u> ✓                             | SBE <u>6.5</u> %  |
| LBE <u>84.3%</u> ✓                            | LBE <u>84.3</u> %   |
| LSBE <u>2.06%</u> ✓                           | LSBE <u>2.06</u> %  |
| DVBE <u>   </u> %                             | DVBE <u>   </u> %   |

Achievement level(s) will be calculated as the percentage of the total contract amount for which SBEs, LBEs, LSBEs or DVBEs were utilized. The selected Proposer/Bidder's performance on the applicable business enterprise levels will be monitored throughout the duration of the contract, and the business enterprise achievement levels will be calculated at the end of the contract term.

### SUBCONTRACTORS:

As applicable, the selected Proposer/Bidder will be required to comply with California's "Subletting and Subcontracting Fair Practices Act" (Public Contract Code Sections 4100 et seq.) ([www.leginfo.ca.gov/cgi-bin/calawquery?codesection=pcc&codebody=&hits=20](http://www.leginfo.ca.gov/cgi-bin/calawquery?codesection=pcc&codebody=&hits=20)).

Any reduction, increase, or other change to the SBE, LBE, LSBE or DBVE Subcontract amounts without prior written approval of Procurement Services Division (PSD) is considered an Unauthorized Subcontractor Substitution, and the selected Proposer/Bidder may be subject to a penalty. A subcontract dollar value increased or reduced solely as the result of a Change Order issued by LAWA to add or delete from the original scope of work shall not be subject to a penalty for an Unauthorized Subcontractor Substitution.

Proposers/Bidders must list all Subcontractors on LAWA's Subcontractor Participation Plan and include all requested information. Only PSD is authorized to grant either initial approval of Subcontractor(s) or additions, deletions, and substitutions.

### PENALTIES:

Violation of the SBE, LBE, LSBE and DVBE Program Rules and Regulations ([http://www.lawa.org/welcome\\_LAWA.aspx?id=146](http://www.lawa.org/welcome_LAWA.aspx?id=146)) may result in financial penalties.

At the end of each project, LAWA may withhold as disputed funds 15% of the total dollar value of all subcontract(s) that appear to be in violation of the SBE, LBE, LSBE or DVBE Programs and 15% of the total dollar value of all subcontract(s) where work was performed on the project without, or prior to, approval by LAWA.

### REPORTING REQUIREMENTS:

The selected Proposer/Bidder shall submit to LAWA, on a monthly basis, together with its invoice the Subcontractor Utilization Report listing the SBE, LBE, LSBE or DVBE subcontractors utilized during the reporting period. LAWA will not process or pay selected Proposer/Bidder's subsequent invoices if the Subcontractor Utilization Reports are not submitted with the monthly invoice.

The Contractor must submit the Final Subcontracting Report to PSD within fifteen (15) calendar days after a request for the report by PSD. Failure to comply shall result in the assessment of liquidated damages in the amount of \$100.00 per day by LAWA.

## CERTIFICATION

The Bidder/Proposer certifies that it/he/she has read and understood the SBE, LBE, LSBE and DVBE Program Rules and Regulations (located at [http://www.lawa.org/welcome\\_LAWA.aspx?id=146](http://www.lawa.org/welcome_LAWA.aspx?id=146)) and further certifies that, if awarded the Contract, it/he/she shall fully comply with LAWA's SBE, LBE, LSBE and DVBE Programs.

Tom Bradley International Terminal Equipment Company (TBITEC), 380 World Way, Los Angeles, CA 90045, 310-529-5858  
Company Name, Address and Phone Number

Signature of Officer or other Authorized Representative

Date

Sheila O'Neil, TBITEC Chairperson

Print Name and Title of Officer or Other Authorized Representative

Request for Proposals for Management and Oversight of Common Use Facilities, Equipment and Services for LAWA

Project Title



## SUBCONTRACTOR PARTICIPATION PLAN

### ATTENTION:

**You MUST list ALL anticipated subcontractors, regardless of their dollar amount or percent proposed, and regardless of whether they are certified or not.**

**You MUST fill out ALL applicable fields completely for the Prime and all subcontractors. Failure to provide complete and legible information on this form may result in your firm not receiving full certification credit.**

Project Title: Request for Proposals for Management and Oversight of Common Use Facilities, Equipment and Services for LAWA

Today's Date: December 8, 2023

| BIDDER/PROPOSER COMPANY INFORMATION  |                                      | Bid/PROPOSAL AMOUNT   |                 | DESCRIPTION OF PROJECT SERVICES  |
|--|--------------------------------------|-----------------------|-----------------|--|
| NAME: Tom Bradley International Terminal Equipment Company   | ETHNICITY: n/a                       | <b>\$42,947,177</b> ✓ |                 | TBITEC is a consortium of airlines serving Los Angeles International Airport provides common use managers for equipment and services   |
| ADDRESS: 380 World Way   | GENDER: n/a                          |                       |                 |  |
| CITY/STATE/ZIP: Los Angeles, CA 90045  | FEDERAL TAX ID #: 94-2836897         |                       |                 |  |
| CONTACT NAME: Sheila O'Neil  | EMAIL: sheila.oneil@airnz.com        |                       |                 |  |
| TELEPHONE NO: 310-529-5858   |                                      |                       |                 |  |
| CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE  |                                      |                       |                 |  |
| CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA<br><input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER            |                                      |                       |                 | NAICS: 488100  |
| SUBCONTRACTOR COMPANY INFORMATION  |                                      | \$ PROPOSED           | % PROPOSED      | DESCRIPTION OF PROJECT SERVICES  |
| NAME: Adcom Ventures, Inc.   | ETHNICITY: Black / African American  | <b>\$1,906,343</b> ✓  | <b>4.44%</b> ✓  | Adcom is a management consulting firm, specializing in travel, marketing and aviation industry and engaged by the TBITEC Consortium of airlines to manage the day to day interests of the Member Airlines. |
| ADDRESS: 4826 Shenandoah Ave.  | GENDER: n/a                          |                       |                 |  |
| CITY/STATE/ZIP: Los Angeles, CA 90056  | FEDERAL TAX ID #: 95-4817727         |                       |                 |  |
| CONTACT NAME: Carrie Sullivan  | EMAIL: csullivan@tbiteclax.com       |                       |                 |  |
| TELEPHONE NO: (310) 721-7364   |                                      |                       |                 |  |
| CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE   |                                      |                       |                 |  |
| CERTIFYING AGENCY: <input checked="" type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA<br><input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER |                                      |                       |                 | NAICS: 541611  |
| NAME: Airport Synergy Group - LAX  | ETHNICITY: n/a                       | <b>\$35,318,636</b> ✓ | <b>82.24%</b> ✓ | Airport Synergy Group provides professional consortium and staffing services management for common use service and equipment operations  |
| ADDRESS: 380 World Way   | GENDER: n/a                          |                       |                 |  |
| CITY/STATE/ZIP: Los Angeles, CA 90045  | FEDERAL TAX ID #: 88-1129675         |                       |                 |  |
| CONTACT NAME: Bernard Deir   | EMAIL: bdeir@airportsynergygroup.com |                       |                 |  |
| TELEPHONE NO: (708) 571-3405   |                                      |                       |                 |  |
| CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input checked="" type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE   |                                      |                       |                 |  |
| CERTIFYING AGENCY: <input checked="" type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA<br><input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER |                                      |                       |                 | NAICS: 488119  |

| SUBCONTRACTOR COMPANY INFORMATION   |  | PROFILE INFORMATION          | \$ PROPOSED | % PROPOSED | DESCRIPTION OF PROJECT SERVICES |
|---|--|------------------------------|-------------|------------|---------------------------------|
| NAME: Digital Archiving Systems, LLC dba Arc Designs  |  | ETHNICITY: Asian             | \$884,101 ✓ | 2.06% ✓    | IT Coordination and Management  |
| ADDRESS: 534 W Manchester Blvd  |  | GENDER: Male                 |             |            | IT Consulting and Support       |
| CITY/STATE/ZIP: Inglewood, CA 90301   |  | EMAIL: abekim@arcdesigns.net |             |            | Regulatory Coordination         |
| CONTACT NAME: Abraham Kim   |  | FEDERAL TAX ID #: 95-4866702 |             |            | Stakeholder engagement          |
| TELEPHONE NO: (310) 815-9288  |  |                              |             |            |                                 |
| CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input checked="" type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE   |  |                              |             |            |                                 |
| CERTIFYING AGENCY: <input checked="" type="checkbox"/> CITY OF L.A. <input checked="" type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA<br><input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER |  |                              |             |            | NAICS: 236220<br>541618         |
| NAME:   |  | ETHNICITY:                   |             |            |                                 |
| ADDRESS:  |  | GENDER:                      |             |            |                                 |
| CITY/STATE/ZIP:   |  | EMAIL:                       |             |            |                                 |
| CONTACT NAME:   |  | FEDERAL TAX ID #:            |             |            |                                 |
| TELEPHONE NO:   |  |                              |             |            |                                 |
| CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE   |  |                              |             |            |                                 |
| CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA<br><input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER                       |  |                              |             |            | NAICS:                          |
| NAME:   |  | ETHNICITY:                   |             |            |                                 |
| ADDRESS:  |  | GENDER:                      |             |            |                                 |
| CITY/STATE/ZIP:   |  | EMAIL:                       |             |            |                                 |
| CONTACT NAME:   |  | FEDERAL TAX ID #:            |             |            |                                 |
| TELEPHONE NO:   |  |                              |             |            |                                 |
| CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE   |  |                              |             |            |                                 |
| CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA<br><input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER                       |  |                              |             |            | NAICS:                          |
| NAME:   |  | ETHNICITY:                   |             |            |                                 |
| ADDRESS:  |  | GENDER:                      |             |            |                                 |
| CITY/STATE/ZIP:   |  | EMAIL:                       |             |            |                                 |
| CONTACT NAME:   |  | FEDERAL TAX ID #:            |             |            |                                 |
| TELEPHONE NO:   |  |                              |             |            |                                 |
| CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE   |  |                              |             |            |                                 |
| CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA<br><input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER                       |  |                              |             |            | NAICS:                          |

| SUBCONTRACTOR COMPANY INFORMATION   |  | PROFILE INFORMATION | \$ PROPOSED | % PROPOSED | DESCRIPTION OF PROJECT SERVICES |
|---|--|---------------------|-------------|------------|---------------------------------|
| NAME:   |  | ETHNICITY:          |             |            |                                 |
| ADDRESS:  |  | GENDER:             |             |            |                                 |
| CITY/STATE/ZIP:   |  | EMAIL:              |             |            |                                 |
| CONTACT NAME:   |  | FEDERAL TAX ID #:   |             |            |                                 |
| TELEPHONE NO:   |  |                     |             |            |                                 |
| CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE   |  |                     |             |            |                                 |
| CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA<br><input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER _____ |  |                     |             | NAICS:     |                                 |

I certify under the penalty of perjury that the information contained on this form is true and correct and that the firms listed are the subcontractors anticipated to be utilized if this project is awarded to the above prime contractor. I agree to comply with any applicable provisions for additions and substitutions, and I further understand and agree that any and all changes or substitutions must be authorized by the LAWA Procurement Services Division prior to their implementation. An amended Subcontractor Participation Plan is required for any substitution or change to Subcontractors listed on the originally submitted Plan.

|  |          |   |
|--|----------|---|
| 250<br>Participation Level(s) Proposed by Bidder/Proposer: | _____ %  | <input type="checkbox"/> ACDBE              |
|  | _____ %  | <input type="checkbox"/> DBE                |
|  | _____ %  | <input type="checkbox"/> DVBE               |
|  | 84.3 % ✓ | <input checked="" type="checkbox"/> LBE     |
|  | 2.06 % ✓ | <input checked="" type="checkbox"/> LSBE    |
|  | 6.5 % ✓  | <input checked="" type="checkbox"/> MBE/WBE |
|  | 6.5 % ✓  | <input checked="" type="checkbox"/> SBE     |

|   |         |                                  |
|---|---------|----------------------------------|
| Goal(s) Stated in the Request for Bid/Proposal:<br><b>25% Combined xBE goal</b> | _____ % | <input type="checkbox"/> ACDBE   |
|   | _____ % | <input type="checkbox"/> DBE     |
|   | _____ % | <input type="checkbox"/> DVBE    |
|   | _____ % | <input type="checkbox"/> LBE     |
|   | _____ % | <input type="checkbox"/> LSBE    |
|   | _____ % | <input type="checkbox"/> MBE/WBE |
|   | _____ % | <input type="checkbox"/> SBE     |

SIGNATURE

DATE

Sheila O'Neil

TBITEC Chairperson

310-529-5858

PRINT NAME

TITLE

PHONE

All businesses are encouraged to provide voluntary diversity data information in their CaleProcure profiles. The data will help us shape policies and develop strategies to improve opportunities for all businesses to contract with the state.

Click [HERE \(https://fiscal.cdn.prismic.io/fiscal/394445b2-9d0e-40a3-b940-9315c3783793\\_Diversity+Data+Procedures+%28Registered%29+%281%29.pdf\)](https://fiscal.cdn.prismic.io/fiscal/394445b2-9d0e-40a3-b940-9315c3783793_Diversity+Data+Procedures+%28Registered%29+%281%29.pdf) for instructions. More information is available on the Statewide Supplier Diversity Program (<https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Statewide-Supplier-Diversity-Program/Statewide-Supplier-Diversity-Program>) page.

# Certification Profile

## State of California Certification



Certification ID: 2036141

|   |  |
|---|--|
| Legal Business Name   | Address  |
| Adcom Ventures Inc  | 4826 Shenandoah Ave                                      |
| Doing Business As (DBA) Name1   | CALIFORNIA   |
| Doing Business As (DBA) Name2   | Los Angeles  |
|   | CA 90056   |
| Office Phone Number   | Email:   |
| 213/447-3422  | terry@adcomventures.com (mailto:terry@adcomventures.com) |
| Business Fax Number   | Total Number of Employees                                |
|   | 1  |
| Business Web Address  | Business Types   |
| adcomventures.com (http://adcomventures.com)  | Service  |
| Service Areas   |  |
| Los Angeles , Monterey , Orange , Riverside , Sacramento , San Bernardino , San Diego , San Francisco |  |
| View Keywords   |  |
| View Classifications  |  |
| View Supplier Diversity Information   |  |



| Certification Type | Application Date | Status   | Status Date/Time | From       | To         |
|--------------------|------------------|----------|------------------|------------|------------|
| SB(Micro)          | 11/07/2023       | Approved | 11/07/23 2:52PM  | 11/07/2023 | 11/30/2025 |

Return to WorkCenter (/pages/Index.aspx)

Print this Page



(<http://www.fiscal.ca.gov/>)



(<http://www.dgs.ca.gov/>)



(<http://www.ca.gov/>)

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Privacy Policy (<https://fiscal.ca.gov/privacy-policy>)

Printed on: 7/12/2022 10:38:19 AM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



Office of Small Business & DVBE Services

Certification ID: 2002584  
Legal Business Name:  
Digital Archiving Systems, LLC  
Doing Business As (DBA) Name 1:  
Arc Designs, Digital Archiving Systems, LLC  
Doing Business As (DBA) Name 2:  
Arc Designs  
Address:  
534 W Manchester Blvd  
Inglewood  
CA 90301

Email Address:  
[evasquez@arcdesigns.net](mailto:evasquez@arcdesigns.net)  
Business Web Page:  
[www.arcdesigns.net](http://www.arcdesigns.net)  
Business Phone Number:  
310/815-9288  
Business Fax Number:  
  
Business Types:  
Non-Manufacturer , Service

| Certification Type | Status   | From       | To         |
|--------------------|----------|------------|------------|
| SB(Micro)          | Approved | 05/10/2022 | 05/31/2024 |

Stay Informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!  
-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)  
Questions?  
Email: [OSDSHELP@DGS.CA.GOV](mailto:OSDSHELP@DGS.CA.GOV)  
Call OSDS Main Number: 916-375-4940  
707 3rd Street, 1-400, West Sacramento, CA 95605



LOS ANGELES COUNTY  
CONSUMER & BUSINESS AFFAIRS

Board of Supervisors

August 26, 2022

Hilda L. Solis  
First District

Holly J. Mitchell  
Second District

Sheila Kuehl  
Third District

Janice Hahn  
Fourth District

Kathryn Barger  
Fifth District

Director  
Rafael Carbajal

Chief of Staff  
Joel Ayala

Abraham Kim, Owner  
DIGITAL ARCHIVING SYSTEMS, LLC  
534 W MANCHESTER BLVD  
INGLEWOOD, CA 90301-1628

Vendor #: 202276  
Certification  
Record #: 092835

**CERTIFICATION FOR NON-FEDERALLY FUNDED COUNTY SOLICITATIONS**

Dear Abraham Kim,

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) with the County of Los Angeles effective as of the date of this letter. Your LSBE certification expiration date is based on your [California Department of General Services \(DGS\)](#) small business certification. Your certification expires on May 31, 2024.

Your business is eligible for LSBE preference consideration in those County of Los Angeles solicitations which include the "Request for Preference Consideration" form. You must complete the form and provide a copy of this approval letter in your bid/proposal to receive the preference. To view your L.A. County LSBE certification status, visit: [camisvr.co.la.ca.us/webven](https://camisvr.co.la.ca.us/webven)

As a certified LSBE, your company is also eligible for a 15-day prompt payment through the "Countywide Small Business Payment Liaison and Prompt Pay Program." To request your free Prompt Payment Stamp please email the Office of Small Business at [OSB@dcba.lacounty.gov](mailto:OSB@dcba.lacounty.gov) or call (323) 881-3964.

The County of Los Angeles Department of Consumer and Business Affairs (DCBA) reserves the right to request additional information and/or conduct an on-site visit to verify your company's eligibility for this certification. Please contact our office immediately if your business experiences any changes that could affect eligibility during the certification period.

For questions about this certification or to learn more about resources available to small businesses you can visit us online at [DCBA.lacounty.gov](https://DCBA.lacounty.gov), email us at [OSB@dcba.lacounty.gov](mailto:OSB@dcba.lacounty.gov), or call us at (323) 881-3964.

Sincerely,

Rafael Carbajal  
Director

Christian Olmos  
Program Chief, Office of Small Business  
RC:CO



[dcba.lacounty.gov](https://dcba.lacounty.gov)  
[info@dcba.lacounty.gov](mailto:info@dcba.lacounty.gov)

500 W. Temple St., Suite B-96, Los Angeles CA, 90012-2706  
(213) 974-1452 • (800) 593-8222 • Fax: (213) 687-1137

Company Details

User Management

Compliance Documents

For any questions regarding certifications please contact the Bureau of Contract Administration, Office of Contract Compliance at [bca.certifications@lacity.org](mailto:bca.certifications@lacity.org) (<mailto:bca.certifications@lacity.org>)

## Certification

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BIP Management

Related Opportunities

RAHP Support

City of Los Angeles Harbor Expired Certifications

| Name                                    | Status   | Expiration Date |
|---|----------|-----------------|
| LBE: LOCAL BUSINESS ENTERPRISE (HARBOR) | Verified |                 |

Certification Number

Agency

Added Date

Added By

9/7/2023

Compliance Analyst

### CITY OF LOS ANGELES

[City of Los Angeles \(https://www.lacity.org\)](https://www.lacity.org)  
[Mayor's Office of Keren Bass \(http://www.lamayor.org\)](http://www.lamayor.org)  
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[Bond Assistance Program](#)  
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### BUSINESS SERVICES

[Business Source Centers \(https://ewddlacity.com/index.php/local-business/businesssource-centers\)](https://ewddlacity.com/index.php/local-business/businesssource-centers)  
[Business Tax Resources \(https://finance.lacity.org/\)](https://finance.lacity.org/)  
[Minority Business Development Agency \(https://www.mbdba.gov/\)](https://www.mbdba.gov/)  
[Office of Small Business \(https://business.lacity.org/\)](https://business.lacity.org/)  
[City of Los Angeles Green Business Program \(https://www.lacitysan.org/san/faces/home/portal/s-lsh-es/s-lsh-es-si/s-lsh-es-si-gbc?\\_af.cfrl-state=dwqhke9b2\\_4&\\_af.cfrl.oop=28382735382680796#1\)](https://www.lacitysan.org/san/faces/home/portal/s-lsh-es/s-lsh-es-si/s-lsh-es-si-gbc?_af.cfrl-state=dwqhke9b2_4&_af.cfrl.oop=28382735382680796#1)

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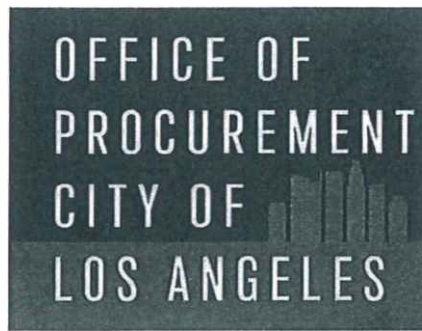
LBE: LOCAL BUSINESS ENTERPRISE (LOS ANGELES)

Verification In Progress

255

1/2



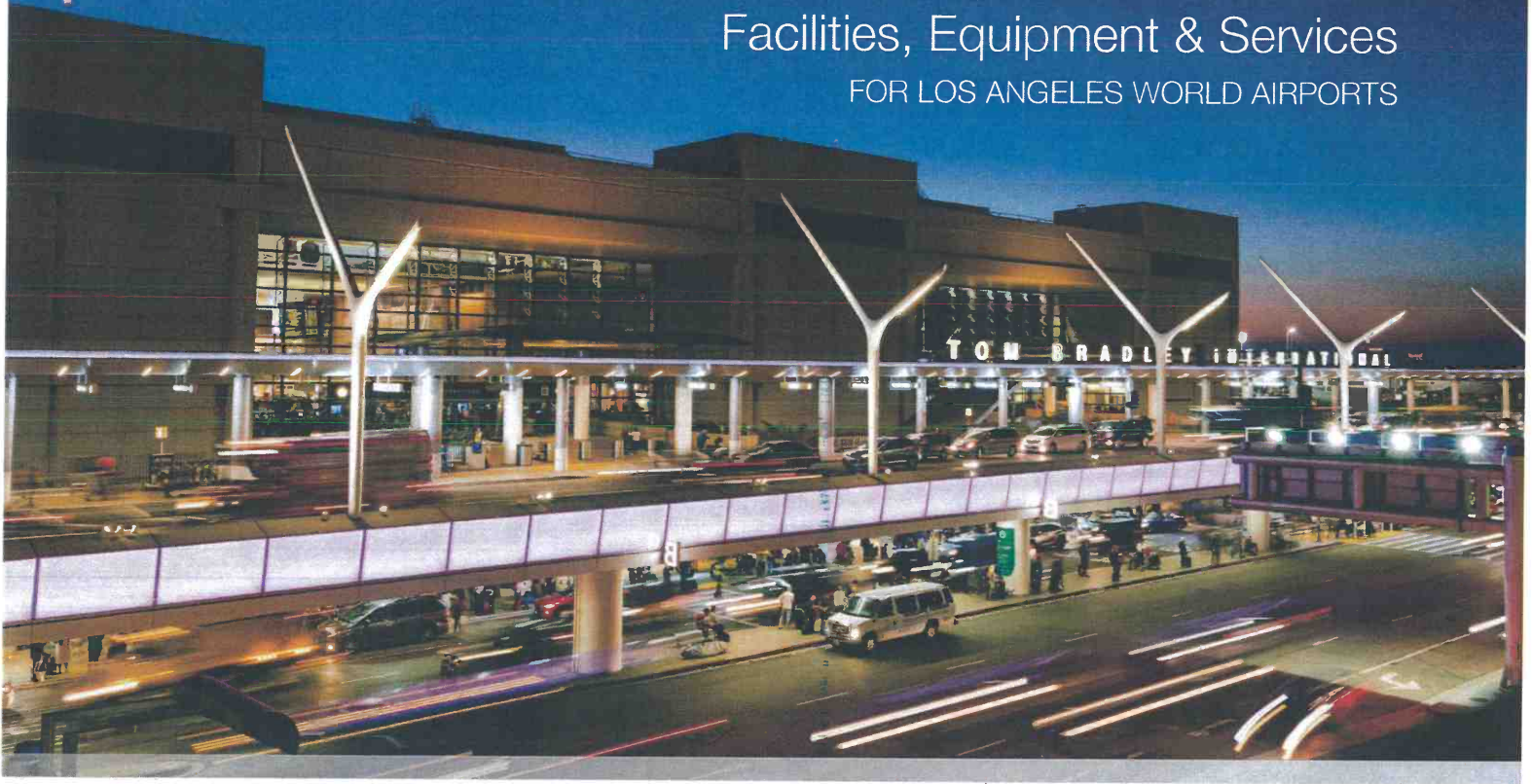


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# ATTACHMENT 1 CONTRACTORS PROPOSAL

REQUEST FOR PROPOSALS FOR  
Management & Oversight of Common Use  
Facilities, Equipment & Services  
FOR LOS ANGELES WORLD AIRPORTS



Submitted to:



Los Angeles International Airport 1 World Way  
Los Angeles, CA 90045  
ATTN: Patricia Gurrola, RFP Administrator

Submitted by:



Los Angeles International Airport 380 World Way  
Los Angeles, CA 90045

December 8, 2023

## Part 1: The Proposal



## 2.1.1. COVER LETTER

December 8, 2023

Ms. Patricia Gurrola  
Senior Management Analyst  
Operations & Maintenance Administration  
Los Angeles World Airports  
7411 World Way W, Los Angeles, CA 90045

Re: Proposal to Provide Management and Oversight of Common Use Facilities, Equipment, and Services for Los Angeles World Airports

Dear Ms. Gurrola,

It is with great enthusiasm that Tom Bradley International Terminal Equipment Company (TBITEC) respectfully submits our Proposal in response to the Request for Proposals for Management and Oversight of Common Use Facilities, Equipment, and Services for Los Angeles World Airports (the CU Services). TBITEC is a California Not-For-Profit Company originally formed in 1982 as LAXTEC by a group of airlines operating at Los Angeles International Airport (LAX or the Airport). TBITEC was established for the purpose of designing, constructing, installing, operating, maintaining, and financing select airline equipment, systems, and services. Since our inception, TBITEC's scope and composition has continued to expand and adapt to meet the shifting needs of LAX's evolving operational environment and Los Angeles World Airports' (LAWA's) requirements.

We acknowledge the adage that, "if you've seen one airport, you've seen *one* airport". Nowhere is that more true than LAX. There are many aspects of LAX that make operating here unique, not least of which is the sheer magnitude of operations. LAX is an airport that never rests. Further, as the nature of the industry continues to evolve to welcome new carriers, the importance of an efficient common use operation is paramount.

With more than 40 years of direct experience operating common use services at LAX, we have developed a firm understanding of the airport's unique operating environment, its facilities and services, and the diverse mix of stakeholders. During this time, TBITEC has successfully proven itself as a flexible, responsible, and capable partner on a wide range of endeavors. Recent examples from the last 3 months include the early implementation of the Employee Screening Program in September 2023, the ongoing refurbishment of the Passenger Boarding Bridges at the West Remote Gates, and the expedited repair and restoration of Gate 68B, which is due to be completed this month (each as described in our proposal).

At present, TBITEC is contracted by LAWA to provide the scope of services outlined in the current RFP, to include constructing, installing, operating, and maintaining the identified airline equipment and systems and for providing other operations, maintenance, and support services at the Tom Bradley International Terminal (TBIT), the Bradley West Gates, Terminal 1.5, Terminal 2, Terminal 5, and Terminal 6. TBITEC also presently oversees Employee Screening Services for all terminals at LAX. TBITEC has been a uniting voice and strong advocate of partnership, fostering a spirit of collaboration with LAWA, the 60+ airlines using the CU Services, and the entire LAX Community.





To support our efforts, TBITEC will continue to leverage the many years of LAX experience and significant local expertise and, in concert with the resources of our subcontracted management group that includes Adcom Ventures Inc. (SBE Certified, MBE Certification pending), Airport Synergy Group LAX (LBE Certification pending), and Digital Archiving Systems (SBE/Micro, MBE, and SLBE certified). Acting through these agencies, TBITEC will staff the CU Services with highly dedicated, experienced, knowledgeable, and accomplished industry professionals. A brief overview of our senior leadership team is presented below with further details provided in Section 2.1.6(B).

**Carrie Sullivan | Executive Director:** TBITEC appointed the Executive Director in 2018, after a competitive process, to oversee the Corporation's business affairs and to represent interests of the TBITEC Executive Committee's on various projects and with LAWA. In this role, Carrie provides oversight of contractor performance and works collaboratively to forge strong and productive relationships with LAWA, the airlines, and the LAX community. Carrie has served as a trusted steward of the Airport community for over 20 years. Prior to her role as Executive Director, she served as the Chairperson of the TBITEC Executive Committee for 8 years, where she was instrumental in delivering numerous large-scale projects including the Baggage Optimization Project – Phase 1 (BOP1), and the commissioning / mobilization of related contracts and maintenance programs. In addition, she also had a pivotal role in the strategic planning and transition of common use services to LAWA in 2021.

With more than 40 years of commercial aviation experience, she has experience working for domestic and foreign carriers in a range of progressive roles. She had a successful career as the LAX Station Manager of Cathay Pacific Airways for over 20 years and various management roles with Northwest Airlines for more than 18 years, overseeing operations in various cities. Carrie graduated from Cleveland State University with a B.S. in Mass Communication and has formal training in Lean Six Sigma.

**Bernard Deir, MBA | Managing Director:** Bernard will serve as the on-site Managing Director and will be responsible for managing all aspects of the operation and meeting identified goals. Bernard has 20+ years of experience in airport and airline services management and brings extensive expertise in all aspects of common use operations. He began his career in aviation in 2001 as a Maintenance Supervisor and progressed through various roles that included Duty Manager, Director of Operations and Finance, and Executive Director. Bernard has served as the Executive Director of the MATCo Consortium in Chicago and as the General Manager of DANTeC Consortium in Detroit. Since May 2022, he has served as a Regional Director overseeing the LAX CU operation.

Bernard graduated Summa Cum Laude from Lewis University with a Masters of Business Administration and a concentration in Finance. Bernard is certified as a Project Management Professional (PMP), Six Sigma Black Belt Professional, and Certified Scrum Master (CSM). He has professional development certifications in Executive Leadership, Financial Planning, and Team Development. Prior to entering the aviation field, Bernard began his professional career operating and maintaining missile launching equipment for the U.S. Navy, where he acquired an extensive technical background.

**Christopher P. Walrath | Director of Operations:** Chris will serve as the Director of Operations and responsible for overseeing the day-to-day operation of all common use equipment and terminals. Chris brings nearly 25 years of progressive management experience in both airline and airport operations and management, with specific expertise having managed common use operations at two major airports, including LAX. Chris has also held various positions with airlines during the course of his career, including US Airways, America West Airlines, United Express, and most recently as station manager for Hawaiian Airlines for nearly 5 years. Chris graduated from the University of Wisconsin with a B.S. in Business Administration.





TBITEC is committed to continuing to work with LAWA as a trusted and high-performing contractor in delivering a world-class experience to its travelers, tenants, contractors, and stakeholders. We will be as an extension of LAWA to support the near-term expansion and the long-term vision of LAX as the airport prepares to bring on new terminals, host the 2026 World Cup, welcome the 2028 Olympics, and implement green initiatives. We commit to providing a professional, safe, and cost-efficient operation. We also recognize that LAWA seeks a partner that will be both highly flexible and equally committed to maximizing the life expectancy of the assets and delivering services that support LAWA's reimagined vision for the future of LAX to reflect its globally recognized brand as a world-class airport. TBITEC has a demonstrable history of serving a responsible service provider and our commitment to LAWA's goals is evident in our timely handling of special requests, such the recent 68B repairs, the airport worker screening program, the Terminal 5 POU pre-conditioned air feasibility study, planning for eGSE at the Remote Gates – and that's all in just in the last 3 months.

Given our many years of successfully providing the same services as those requested by the RFP, we are confident that the TBITEC organization and our Management Team are ready to exceed LAWA's expectations. TBITEC commits to performing all services in full compliance with the terms of the agreement and all applicable laws, rules, regulations, and orders which may affect the performance of the contract. TBITEC and our subcontractors will comply with all Airport Administrative Requirements and Commitments in accordance with the RFP.

The attached proposal outlines our understanding of the scope as well as methodology and approach, our professional qualifications, references, a proposed staffing plan, and cost proposal. TBITEC is committed to performing all services with the identified personnel. We acknowledge receipt of all Addenda, evidence of which is attached to this cover letter. By way of my signature below, I affirm that the facts represented in this proposal are true and correct and that I, acting the capacity of Chairperson of the TBITEC Board of Directors, have legal authority to bind the company in contractual matters with LAWA. Per the RFP, this proposal is valid for 180 days.

On behalf of the TBITEC team we appreciate your consideration of our proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Sheila O'Neil", written over a horizontal line.

Sheila O'Neil, Chairperson, TBITEC Board of Directors

380 World Way  
Los Angeles, CA 90045  
P: +1.310.529.5858  
E: Sheila.Oneil@airnz.com

**Attachments:**

TBITEC Corporate Resolution  
Addendum 1: October 30<sup>th</sup>, 2023  
Addendum 2: November 17, 2023



**Tom Bradley International Terminal Equipment Company (TBITEC)**  
**Resolution 2023-03**

**Written Consent in Lieu of a Meeting  
of Member Representatives Constituting a Company Majority-In-Interest**

The undersigned Member Representatives constituting a Company Majority-In-Interest of the Tom Bradley International Terminal Equipment Company (TBITEC), a California mutual benefit non-profit corporation, entitled to vote thereon, do hereby adopt the following resolutions through this written consent in lieu of a meeting; and

**WHEREAS**, reference is made to that certain Third Amended and Restated Member Agreement (the "TBITEC Member Agreement"; capitalized terms used but not defined herein shall have meanings given to such terms in the TBITEC Member Agreement), dated as of May 3, 2021 by and among the Members of TBITEC.

**WHEREAS**, TBITEC is a California mutual benefit not for profit corporation established to maintain and operate and provide certain airline facilities, systems, equipment, and services (the TBITEC Facilities, Systems, Equipment, and Services) at Los Angeles International Airport (LAX); and

**WHEREAS**, per Section 8.5 of the TBITEC Member Agreement, an Executive Committee shall be established consisting of the Chairperson of the Member Committee, who shall also serve as Chairperson of the Executive Committee, the Vice-Chairperson, and a maximum of seven [7] other Member Representatives elected by the Member Committee; and

**WHEREAS**, per Section 8.3 of the TBITEC Member Agreement, a Chairperson and Vice Chairperson shall be elected by the Member Committee biennially, and the term of the Chairperson and Vice Chairperson shall be two [2] years; and

**WHEREAS**, an annual meeting of the Members of TBITEC was held on April 25, 2023 and at that meeting an election ballot was provided to each Member entitled to vote; and

**WHEREAS**, Members cast their ballot by email, which were tallied by the TBITEC Finance Manager with the following results; and

| <u>Results of 2022 TBITEC Executive Committee Election</u> |                          |
|--|--------------------------|
| Chairperson  | Sheila O'Neil (NZ)       |
| Vice-Chairperson   | David (DJ) Anderson (AA) |
| Secretary Treasurer  | David Thomas (LH)        |
| Member Representative                                      | Erik Saywack (QF)        |
| Member Representative (T5)                                 | Rona Sarhad (B6)         |
| Member Representative                                      | Delphine Deleger (AF)    |
| Member Representative                                      | Jim Boucher (DL)         |
| Member Representative (T1.5)                               | Jim Kawashima (G4)       |
| Member Representative                                      | Grace Chang (CI)         |

**WHEREAS**, Section 8.2(c) of and Schedule B to the TBITEC Member Agreement provides that the selection and removal of the Executive Committee members, and selection of a Chairperson and a Vice Chairperson may be taken without a meeting if Member Representatives constituting a Company Majority-In-Interest consent in writing to such action after solicitations of such written consents have been provided to all applicable Member Representatives by e-mail, facsimile or letter; and



Tom Bradley International Terminal Equipment Company (TBITEC)  
Resolution 2023-03

WHEREAS, TBITEC desires to approve this Resolution R-2023-03.

NOW THEREFORE, BE IT RESOLVED:

**RESOLUTION NO. R-2023-03**

**Acknowledgement of Appointment of the 2023-2025 TBITEC Executive Committee Members**

**RESOLVED**, that the election of the 2023-2025 TBITEC Executive Committee Members, each for a period of two [2] years or until events change, is hereby acknowledged by the TBITEC Board; and

**RESOLVED**, that the actions contemplated by the approval of this Resolution 2023-03 is, in all respects approved, authorized, adopted, ratified, and confirmed; and

**RESOLVED**, that the Directors of TBITEC, and each of them acting singly, is hereby authorized and empowered on behalf of TBITEC, to take any and all actions and do any and all other things required by, or appropriate, necessary or convenient in connection with the foregoing resolutions, and to execute and deliver, from time to time, such other agreements, certificates, opinions, and documents as are contemplated by the approval this Resolution 2023-03, or are otherwise necessary in connection with the foregoing resolution, and approval of the election of the 2023-2025 TBITEC Officers, all for a period of two [2] years or until events change, shall deem appropriate, necessary, or convenient; and

**RESOLVED**, that the foregoing Resolution No. R-2023-03 shall be effective the first [1<sup>st</sup>] day of July 2023, as approved by a Board Majority vote.

**CERTIFICATION**

I, Sheila O'Neil, Chairperson of the TBITEC Board of Directors, do hereby certify that the DIRECTORS' MAJORITY-IN-INTEREST WRITTEN CONSENT IN LIEU OF A MEETING was duly approved by a majority-in-interest of the Directors entitled to vote thereon, and by the action of a majority-in-interest of the Directors of Tom Bradley International Terminal Equipment Company, a California not-for-profit Corporation, the above resolutions is hereby adopted. I further certify that the foregoing resolutions are fully in accord with and pursuant to the Articles of Incorporation, the By-Laws of the Corporation, and the TBITEC Member Agreement.

In witness whereof, I have subscribed my name this 17th day of May, 2023,

**Tom Bradley International Terminal Equipment Company**

A handwritten signature in black ink, appearing to be 'Sheila O'Neil', is written over a horizontal line.

Chairperson, TBITEC Executive Committee


ADDENDUM NUMBER 1  
REQUEST FOR PROPOSALS  
FOR MANAGEMENT AND OVERSIGHT OF COMMON USE  
FACILITIES, EQUIPMENT, AND SERVICES  
FOR LOS ANGELES WORLD AIRPORTS  
POSTED ON [WWW.RAMPLA.ORG](http://WWW.RAMPLA.ORG): October 10, 2023

TO ALL PROSPECTIVE PROPOSERS:

This addendum revises the Request for Proposals for Management and Oversight of Common Use Facilities, Equipment, and Services for Los Angeles World Airports posted on RAMPLA.ORG on October 10, 2022.

10/26/23

Date

  
Allan Solorzano  
Operations & Maintenance Group  
Los Angeles World Airports

CERTIFICATE BY RESPONDENT

I acknowledge receipt of this Addendum Number 1 for Request for Proposals for Management and Oversight of Common Use Facilities, Equipment, and Services for Los Angeles World Airports posted on RAMPLA.ORG on October 10, 2023, and that the proposal is in accordance with the information, instructions and stipulations set forth herein.

By



Company

TBITEC

Phone 310 5295858

**IMPORTANT:** This **signed** addendum acknowledgment (page no. 1 only) must accompany your submittal.



ADDENDUM NUMBER 2  
REQUEST FOR PROPOSALS  
FOR MANAGEMENT AND OVERSIGHT OF COMMON USE  
FACILITIES, EQUIPMENT, AND SERVICES  
FOR LOS ANGELES WORLD AIRPORTS  
POSTED ON [WWW.RAMPLA.ORG](http://WWW.RAMPLA.ORG): October 10, 2023

TO ALL PROSPECTIVE PROPOSERS:

This addendum revises the Request for Proposals for Management and Oversight of Common Use Facilities, Equipment, and Services for Los Angeles World Airports posted on RAMPLA.ORG on October 10, 2022.


11/17/23  
Date

  
\_\_\_\_\_  
Patricia Gurrola  
Operations & Maintenance Group  
Los Angeles World Airports

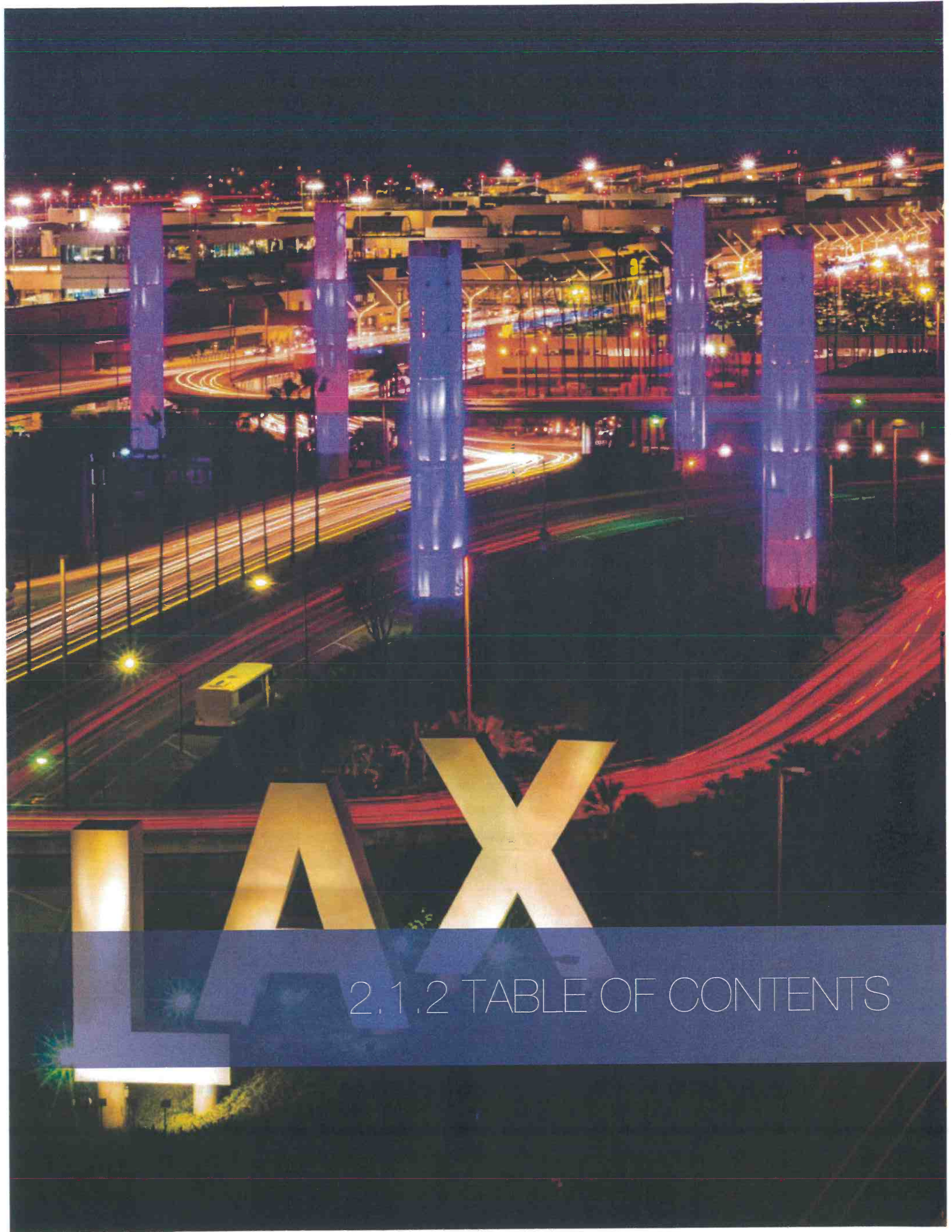
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CERTIFICATE BY RESPONDENT

I acknowledge receipt of this Addendum Number 2 for Request for Proposals for Management and Oversight of Common Use Facilities, Equipment, and Services for Los Angeles World Airports posted on RAMPLA.ORG on October 10, 2023, and that the proposal is in accordance with the information, instructions and stipulations set forth herein.

  
By \_\_\_\_\_  
Company TBITEC  
Phone (310) 529-5858

**IMPORTANT:** This **signed** addendum acknowledgment (page no. 1 only) must accompany your submittal.



LAX

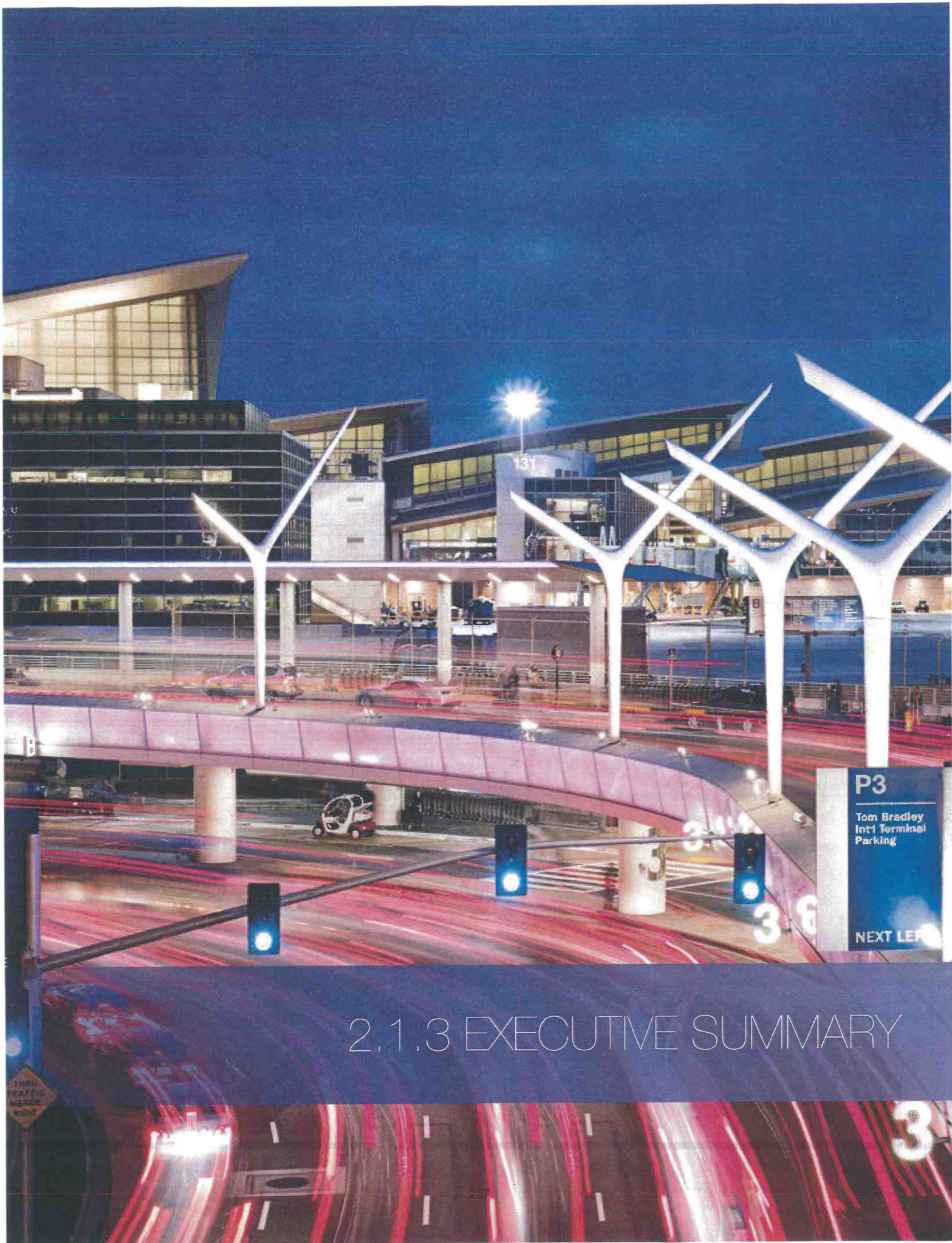
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## 2.1.2 TABLE OF CONTENTS

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## 2.1.3 EXECUTIVE SUMMARY

3



## 2.1.3. EXECUTIVE SUMMARY

TBITEC is a California Not-For-Profit Company originally formed in 1982 as LAXTEC by a group of airlines operating at LAX. During that time, TBITEC has proven to be a capable, versatile, and responsive partner. As our scope and composition has expanded and adapted to LAX's evolving operational environment, we have consistently stepped forward to work collaboratively with LAWA, the airlines, local vendors, the Transportation Security Administration (TSA), U.S. Customs and Border Protection (CBP), Airport Police, and other stakeholders to ensure that LAX remains mission-ready. We will bring this same flexible approach to the CU Services, and the expected expansion as new equipment and facilities come online, such as TBIT West Gates Concourse South, Terminal 0, and Terminal 9.

There are many aspects of LAX that make operating here unique compared to other airports. With more than 70 airlines operating approximately 1,300 flights per day to serve an average of 180,000 passengers daily—alongside welcoming global events, such as the 2026 FIFA World Cup in Los Angeles and the 2028 Summer Olympics & Paralympics Games—LAX is an airport that never rests. TBITEC appreciates the scale and complexity of the CU Services—the operation is expansive and demanding, the stakeholder group is both large and diverse, and there are many activities, large and small, that must be effectively executed and on schedule to keep bags, planes, and passengers moving freely and safety through our terminals.

**Having served the LAX community for 40+ years in the same capacity as the CU Services,** TBITEC believes that we are best positioned to navigate the complexities and nuances inherent in managing an operation of this size and complexity—including identifying the potential opportunities that exist to optimize the CU Services, and how to work with LAWA in achieving

its goals. TBITEC will serve as an extension of, and will be accountable to, LAWA to effectively deliver the CU Services.

---

### TBITEC—LAWA'S PARTNER OF CHOICE

The selected Contractor for the CU Services must be a capable and versatile partner that is committed to serving as a flexible resource as needed. We believe that TBITEC has consistently demonstrated these essential qualities by stepping forward to support LAWA and the common use customers to the highest degree, utilizing all available resources and expertise for the best results. Recent examples of significance are summarized below:

**Flexible & Resourceful (Section 2.1.5(A):** In 2023, TBITEC worked closely with LAWA to design and implement an effective Employee Screening Program at LAX to comply with the Transportation Security Administration's (TSA) Airport Security Program National Amendment (TSA-NA-23-02). With the support and guidance of LAWA, TBITEC was able to have the new service stood up more than three weeks early. On September 1<sup>st</sup>, LAX was one of the only airports in the United States to meet the National Amendment.

**Capable & Responsive (Section 2.1.5(A)(iii):** In late October 2023, TBITEC was contacted by LAWA to assess the Passenger Boarding Bridges (PBBs) and affiliated equipment at Gate 68B. The equipment, which was installed in 2015 had been allowed to fall into disrepair. TBITEC coordinated with LAWA and the impacted stakeholders to bring forward an aggressive repair plan to have extensive repairs and modifications complete before December 15th, 2023; thereby restoring the PBB back to an acceptable and safe operating condition.

**Trusted & Dependable (Section 2.1.5(C):** In response to LAWA's request, TBITEC collaborated with LAWA in November 2022 to develop a practical plan of action and seamlessly implemented the Airport Response Coordination Center (ARCC) Manager on Duty (MOD) Team to facilitate the timely exchange of accurate information among the TBITEC operations team, LAWA, and other key stakeholders.

---



### 2.1.3(A) Working with LAWA to Achieve Aligned Goals

We acknowledge that key goals sought by LAWA in selecting a partner likely include:

1. Providing for the safe and efficient operation of assigned equipment, facilities, and services;
2. Safeguarding the value of LAWA assets through diligent stewardship and preservation;
3. Protecting LAWA's financial interest through strategic sourcing of services and innovative cost reductions;
4. Delivering efficient and uninterrupted operations for Airport stakeholders;
5. Creating an exceptional passenger experience;
6. Helping LAWA to build and grow its xBE Program to help small and diverse firms learn to do business with the Airport and grow their operations; and
7. Establishing a flexible and scalable operating model to support the near-term expansion and the long-term vision of LAX as the Airport prepares to bring on new terminals, host the 2028 Olympics, and implement green initiatives.

TBITEC acknowledges and fully embraces each of these goals, and commits to working with LAWA to ensure that the final operating model appropriately addresses all identified goals.

#### 2.1.3(A)(i) A Tailored Organizational & Operational Structure

In addition to acting as the current operator of the common use operation, TBITEC represents the collective interests of its 40 member airlines, 11 associate member airlines, and 25 non-member airlines. Since our inception, TBITEC has served as a uniting voice and strong advocate of partnership, fostering a spirit of collaboration with LAWA, the airlines and contractors, and the entire LAX community. Given our unique composition, we believe that we hold a true mutually vested

interest in supporting LAWA's reimagined vision for the future of LAX and reflecting its globally recognized brand as a world-class airport. Our approach and organization has been tailored to LAX's unique operational and stakeholder environment.

#### Local Experience Supported by Nationwide Expertise

To support our efforts, TBITEC will continue to leverage the significant local expertise and resources of our subcontracted management group, Adcom Ventures Inc. (Adcom), Airport Synergy Group LAX (ASG), and Digital Archiving Solutions (DAS) (collectively, the Management Team). ASG is a joint venture between Avports LLC (Avports), Jacobsen|Daniels Associates, LLC (J|D), and Consolidated Management Professionals (CMP). **Together, our Management Team brings more than 160 years of experience managing airport and airline equipment and infrastructure and common use services.**

Additionally, DAS brings nearly 30 years of experience managing IT systems, network design and infrastructure maintenance, technology master planning, and cybersecurity. DAS has been providing these services on behalf of TBITEC since 2018. This wide-ranging industry expertise, alongside our acute understanding of LAX's unique stakeholder and operational environment, will provide LAWA with substantial value in delivering the CU Services.

TBITEC is able to draw upon the wide-ranging experience and skillsets of our Management Team's **combined workforce of 850+ highly skilled and diversified personnel across the U.S., including 36 staff already embedded at the common use operation.** This mix of local experience supported by nationwide expertise—and alongside a singular focus operational excellence and customer service—will drive continuous improvement by identifying opportunities to exploit operational and contractual efficiencies, improve SOPs, improve

safety and staff training protocol, and optimize reporting.

A summary of the experience brought by our Management Team is provided in the table below.

Table 2.1.3-1: Summary of Experience

| Service                          | Representative Airport(s) |     |     |                 |     |     |     |     |     |     |     |
|----------------------------------|---------------------------|-----|-----|-----------------|-----|-----|-----|-----|-----|-----|-----|
|                                  | LAX                       | ALB | DTW | EW <sup>*</sup> | SWF | HVN | HPN | GYG | MDW | FRG | TEB |
| <b>Maintenance Services</b>      |                           |     |     |                 |     |     |     |     |     |     |     |
| Airline Equipment                | ◆                         | ◆   | ◆   |                 | ◆   | ◆   | ◆   |     | ◆   |     |     |
| Airport Facilities               | ◆                         | ◆   | ◆   | ◆               | ◆   | ◆   | ◆   | ◆   | ◆   | ◆   | ◆   |
| Financial Services               | ◆                         | ◆   | ◆   | ◆               | ◆   | ◆   | ◆   | ◆   | ◆   | ◆   | ◆   |
| <b>Scheduling Services</b>       |                           |     |     |                 |     |     |     |     |     |     |     |
| Common Use Gates                 | ◆                         |     | ◆   |                 |     |     | ◆   |     | ◆   |     |     |
| Exclusive/Preferential Use Gates | ◆                         | ◆   | ◆   | ◆               | ◆   | ◆   |     |     | ◆   |     |     |
| <b>Other Services</b>            |                           |     |     |                 |     |     |     |     |     |     |     |
| Organizational Logistics         | ◆                         | ◆   | ◆   | ◆               | ◆   | ◆   | ◆   | ◆   | ◆   | ◆   | ◆   |
| Customer Services                | ◆                         | ◆   | ◆   | ◆               | ◆   | ◆   | ◆   | ◆   | ◆   | ◆   | ◆   |
| Custodial Services               | ◆                         | ◆   | ◆   | ◆               | ◆   | ◆   | ◆   | ◆   | ◆   | ◆   | ◆   |
| FIS Liaison and Assistance       | ◆                         | ◆   | ◆   |                 | ◆   |     |     |     | ◆   |     |     |
| Ramp Services                    | ◆                         | ◆   | ◆   | ◆               | ◆   | ◆   | ◆   | ◆   |     | ◆   | ◆   |
| Contract Management Services     | ◆                         | ◆   | ◆   | ◆               | ◆   | ◆   | ◆   | ◆   | ◆   | ◆   | ◆   |

<sup>\*</sup>EW<sup>\*</sup> Contract was completed in 2019.

### A Lean & Responsive Organizational Structure

**TBITEC is committed to implementing a flexible and scalable operating model that significantly expands xBE participation, and supports the near-term expansion and the long-term vision for LAX** as LAWA prepares to bring on new terminals, host the 2028 Olympics, and implement green initiatives. Our team will be led by individuals that understand LAX's dynamic environment, and recognizes where the challenges lie today with regard to managing these services while balancing daily operations, meetings, committees, projects,

emergent events, ad-hoc assignments, inspections, and a range of other critical tasks.



#### Carrie Sullivan | Executive Director:

Carrie will oversee TBITEC's corporate business strategy, vision, and business decisions in collaboration with the Management Team and the Board of Directors.

Carrie has served as a trusted advisor and steward of the Airport community for nearly 14 years. Prior to her role as Executive Director, she served as the Chairperson of the TBITEC Executive Committee for 8 years, where she was instrumental in



delivering numerous large-scale projects including the Baggage Optimization Project – Phase 1 (BOP1) and the opening of the Bradley West Concourse. She also played a pivotal role in the strategic planning and transition of common use services to LAWA in 2021.



#### **Bernard Deir, MBA | Managing Director:**

Reporting directly to LAWA, Bernard will oversee the CU Services and will serve as LAWA's primary point of contact for all matters relating to the operation of the CU Services.

Bernard has more than 20 years of experience in airport and airline services management and brings extensive expertise in all aspects of common use operations. Bernard has served as the Executive Director of the MATCo Consortium in Chicago and as the General Manager of DANTeC Consortium in Detroit. Since May 2022, he has served as ASG's Regional Director overseeing the LAX common use operation.



#### **Christopher P. Walrath | Director of Operations:**

Reporting directly to the Managing Director, Chris will supplement and assist the Managing Director in providing day-to-day oversight and ensuring that all operational matters relating to the CU Services are responded to, tracked, and addressed.

Chris brings nearly 25 years of progressive management experience in both airline and airport operations and management, with specific expertise having managed common use operations at two major airports, including LAX.

### **Identifying Opportunities for Improvement**

Our approach to developing the proposed staffing model was to assess the effectiveness of the existing operational model and to identify opportunities for improvement. To this end, we have **included several new value-added positions which we expect to greatly enhance the bandwidth of the Management Team**, bring new talents in

house, and adequately prepare to manage the future growth of the CU Services. In addition to the Managing Director and Director of Operations, key positions added to our existing staffing include a Procurement and Contract Compliance Manager (PACC Manager), a Process and Safety Manager, and a Project Manager, in addition to the Equipment Subject Matter Experts and Equipment Managers required by the Scope of Work.

We are confident that that model we have proposed will allow us to successfully perform our duties and meet the requirements expeditiously, including the Subcontract Assessment and Restructure Plan. Additionally, **our proposed staffing model for each terminal can easily be reproduced or expanded to allow us to assume responsibility for new terminals and equipment as they come online** without degrading service levels across the operation.

### **2.1.3(A)(ii) Supporting LAWA's Subcontractor & Supplier Vision, Strategy & Procurement**

Our experience and first-hand knowledge of the services and understanding of the respective needs of the airlines will allow TBITEC to provide significant value to LAWA to truly understand the fundamental requirements of each service, evaluating the effectiveness of current and proposed contract structures, updating scopes, and devising a practical plan that offers the best service for LAX passengers and the best overall value for LAWA.

TBITEC has incorporated a Procurement & Contract Compliance Manager (PACC Manager) into our proposed organizational structure in recognition of the importance of the Subcontract Assessment, the Restructure Plan, the xBE requirements to be implemented, and procurement as a whole. The PACC Manager will spearhead the Subcontract Assessment, with strong support from the Managing Director, Director of Operations, Controller, Terminal



Managers, Equipment Managers, Duty Managers, and others to evaluate the current scopes, ensure scopes are complete and correct, and to test and challenge assumptions.

This effort will be key to delivering a practical plan to improve the delivery of the CU Services by reorganizing and aligning the services to reliably meet current demand and prepare for future expansion of services. The PACC Manager will organize services into major groups, such as maintenance services, passenger assistance services, and technology services, to streamline the effort and may convene one or more working groups to review scopes and develop a recommendation to streamline services.

### 2.1.3(A)(iii) A Commitment to Diversity

TBITEC understands LAWA's goals as it pertains to small, local, and diverse businesses. We are prepared and committed to serving as a trusted partner in working alongside LAWA to realize these goals—beginning with our own team. TBITEC's subcontracted management group, Adcom, ASG, and DAS each qualify for one or more xBE certifications.

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#### A TOP-DOWN & BOTTOM-UP APPROACH TO DIVERSITY

**Adcom** is a minority-owned consulting firm which is presently certified as an SBE by the State of California with a pending MBE certification under review.

**DAS** is presently certified as a SBE/Mirco, LSBE, MBE, and CBE.

**ASG** is a local business with 100% of its workforce located in Greater Los Angeles and has an LBE certification pending. ASG has a high degree of confidence that this certification will be awarded promptly. Additionally, ASG is a joint venture whose ownership includes one MBE/DBE/ACDBE firm and one certified Veteran Owned Small Business (VOSB).

As such, TBITEC expects the composition of our team to qualify for 100% xBE participation at the time of contract award.

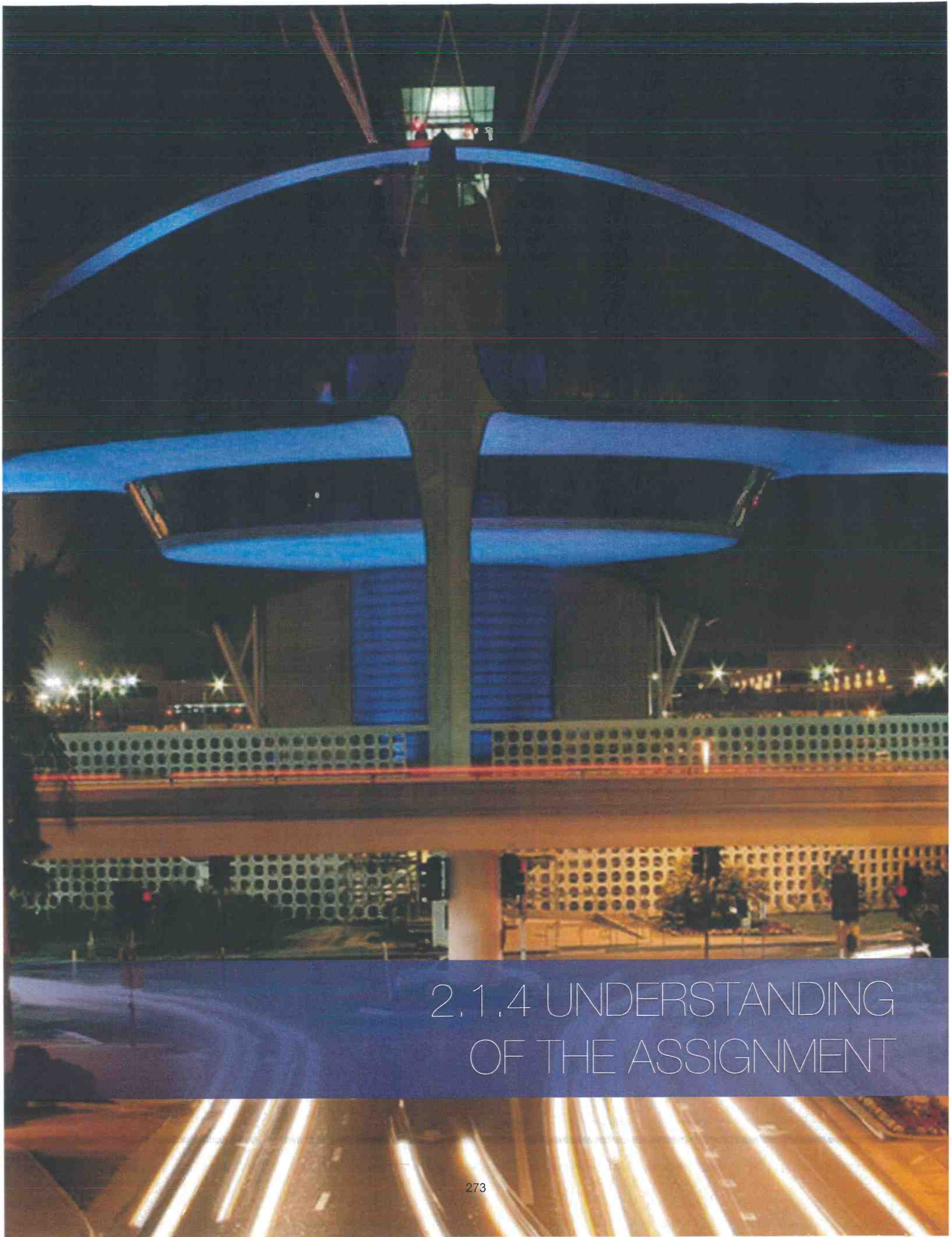
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Additionally, TBITEC's team has hands-on experience supporting similar small diversity business program goals. For example, **our Managing Director, Bernard Deir, has provided support for similar small business programs for nearly 10 years for a variety of organizations**, including community outreach and engagement, certification assistance, mentorship and consulting, and developing/delivering a range of capacity building training.

### 2.1.3(A)(iv) Data-Driven Decision Making & Focus on Innovation

TBITEC recognizes the importance of informed, data-driven decision making in effectively delivering the CU Services. We are committed to working alongside LAWA to implement processes and systems that are forward-looking, and help to achieve LAWA's vision for the future of LAX. Our management group brings a focus on innovation—both in emerging tools and in our management approaches—that TBITEC will leverage in evaluating and implementing proposed technology solutions for the CU Services.

For example, In August 2023, TBITEC, in collaboration with a custom software developer, launched a cutting-edge software solution for the Airport Workers Screening (AWS) Program. This initiative aligns with the TSA mandate, offering comprehensive program management, oversight, and compliance. The platform features a sophisticated dashboard offering a comprehensive overview of LAX operations. Leveraging mobile technology distributed by TBITEC's Management Team, the system enables real-time tracking of screening personnel, ensuring adherence to designated assignments and optimizing operational efficiency.



## 2.1.4 UNDERSTANDING OF THE ASSIGNMENT



## 2.1.4. UNDERSTANDING OF THE ASSIGNMENT

TBITEC is pleased to present this Proposal in response to the Request for Proposals for the CU Services. **Having served the LAX community for 40+ years in the same capacity as the CU Services**, we have developed a broad understanding of its facilities and equipment, and established trusted relationships with LAWA, airlines, local vendors, the TSA, CBP, Airport Police, and other Airport stakeholders.

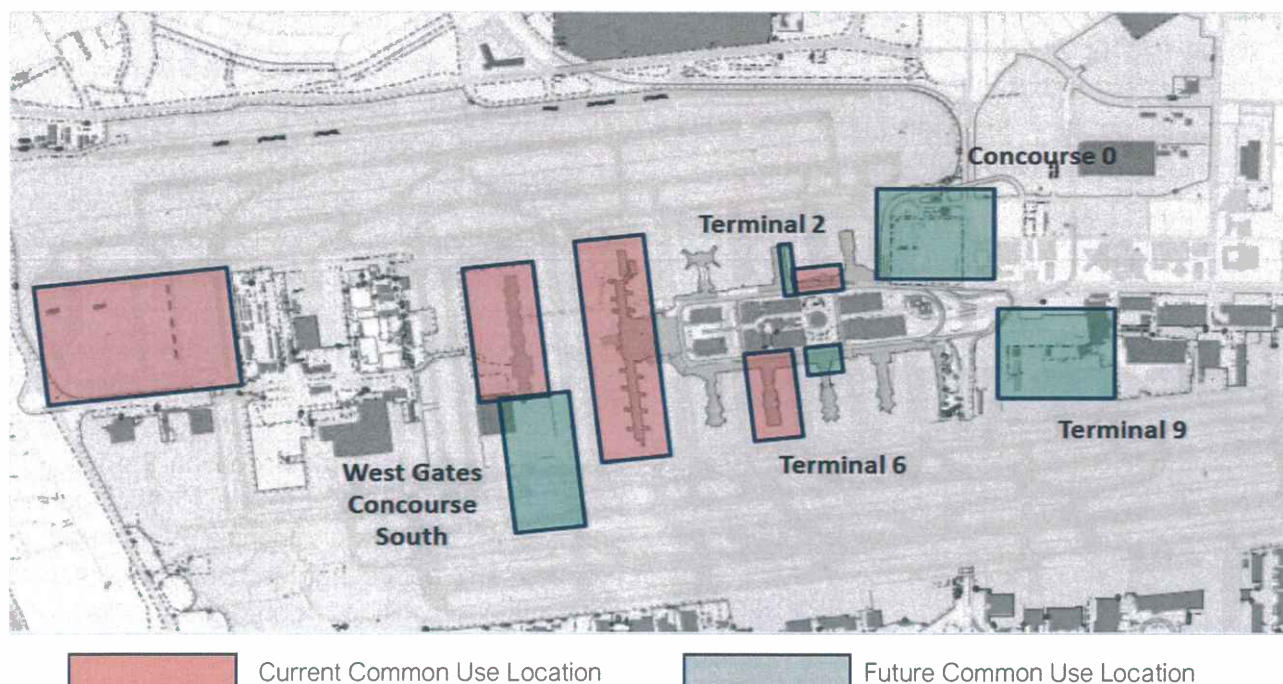
**TBITEC believes that we are best positioned to navigate the complexities and nuances inherent in managing an operation of this size and complexity**—including identifying the potential opportunities that exist to optimize the CU Services, and how to work alongside LAWA in achieving its goals. Further, given our unique composition, we believe that we hold a true mutually vested interest in supporting LAWA's reimagined vision for the future of LAX and reflecting its globally recognized brand as a world-class airport.

Our approach and organization (as discussed throughout this Proposal) has been tailored to our

understanding of the assignment, and considering LAX's unique operational and stakeholder environment.

### 2.1.4.(A) Project Understanding

TBITEC recognizes that LAWA is seeking to contract with a professional, qualified, experienced, reputable, and proven company to manage and oversee the CU Services at LAX. **Since our inception in 1982 as LAXTEC, TBITEC has proven to be a capable, versatile, and responsive partner.** During this time, our scope and composition has expanded and adapted to keep pace with LAX's evolving operational environment, and we have consistently stepped forward to work collaboratively with LAWA, the airlines, and other Airport stakeholders to ensure that LAX remains mission-ready at all times. We will bring this same flexible approach to the future expansion of the CU Services as new equipment and facilities come online, such as the TBIT West Gates Concourse South, Terminal 0, and Terminal 9 (as shown in the figure below).

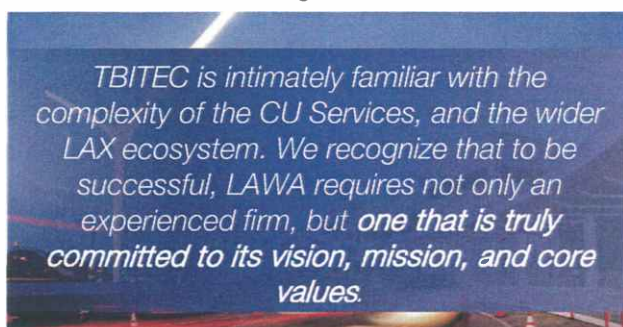


## 2.1.4.(A)(i) Key Goals

TBITEC recognizes that LAWA has the responsibility of delivering a world-class experience to its travelers, tenants, contractors, and stakeholders. Understanding this, **TBITEC will serve as an extension of, and will be accountable to, LAWA for the effective management and oversight of the CU Services.** We acknowledge that key goals sought by LAWA in selecting a partner likely include:

1. Providing for the safe and efficient operation of assigned equipment, facilities, and services;
2. Safeguarding the value of LAWA assets through diligent stewardship and preservation;
3. Protecting LAWA's financial interest through strategic sourcing of services and innovative cost reductions;
4. Delivering efficient and uninterrupted operations for Airport stakeholders;
5. Creating an exceptional passenger experience;
6. Helping LAWA to build and grow its xBE Program to help small and diverse firms learn to do business with the Airport and grow their operations; and
7. Establishing a flexible and scalable operating model to support the near-term expansion and the long-term vision for LAX as LAWA prepares to bring on new terminals, host the 2028 Olympics, and implement green initiatives.

TBITEC acknowledges and fully embraces each of these goals, and commits to working with LAWA to ensure that the final operating model appropriately addresses all identified goals.



We further acknowledge that the anticipated term of the contract will be for a period of five years with an option, at LAWA's sole discretion to extend the term up to five additional years. We look forward to working with LAWA to drive operational and fiscal improvements and we are confident that our performance will exceed expectations throughout the term of the CU Services.

## 2.1.4(A)(ii) Key Objectives

TBITEC believes that LAWA seeks to partner with a professional aviation management firm capable of ensuring that LAX stands ready to efficiently process bags, planes, and passengers at all times. TBITEC is that partner—we understand how the many interrelated components of the Airport's common use facilities, equipment, and services come together to provide a safe, well-organized, and exceptional experience for the Airport's nearly 66 million annual passengers.

TBITEC's objectives will be to:

1. Ensure that all services are performed in a courteous and professional manner consistent with standards established by or acceptable to LAWA; and
2. Ensure that all equipment is maintained in a safe state of good repair and is available when needed to allow airlines and service providers to process passengers seamlessly while providing a premier image of LAX as the gateway to the City of Los Angeles.

We understand that LAWA is looking for a true partner and TBITEC commits to working in close collaboration with LAWA and all airport stakeholders at all times. In addition to providing professional oversight of the airport's common use property, equipment, and related services on a 24/7/365 basis, as summarized on the following page, TBITEC will also provide all management and oversight of financial, contractual, procurement, budgeting, invoicing, bookkeeping/accounting, auditing, corporate, legal, and insurance-related matters.



## COMPREHENSIVE MANAGEMENT OF THE REQUIRED SERVICES & EQUIPMENT

**Services** TBITEC will manage on behalf of LAWA:

- › Wheelchair Services
- › ADA Passenger Assistance
- › Courtesy Shuttle Services
- › Custodial Services
- › Baggage Transfer Services
- › Crowd Control Services
- › Bus Gate Staffing
- › ACAMS Response Services
- › International Trash Service
- › Power Washing Services
- › Project Planning and Management
- › Employee Screening

**Equipment** TBITEC will manage on behalf of LAWA:

- › Baggage Handling Systems (BHS)
- › Individual Carrier Systems (ICS)
- › Passenger Boarding Bridges
- › Preconditioned Air Units
- › 400 Hz Ground Power Units
- › Potable Water Cabinets
- › Technology Systems (RIDS, CUSS, etc.)
- › Scale Calibration
- › Hydrant Fuel System
- › Vertical Dock Guidance System
- › Fire Extinguishers



To support our efforts, TBITEC will continue to **leverage the significant local expertise and resources of our subcontracted management group**, Adcom Ventures Inc. (Adcom) and Airport Synergy Group LAX (ASG), and Digital Archiving Solutions (DAS). Acting through these agencies, TBITEC will staff the CU Services with highly seasoned and accomplished industry professionals to oversee the specific management responsibilities required to deliver the CU Services, including:

- General management and administration services;
- Operations management services;
- Dispatch and gating services;
- ARCC coordination;
- Equipment and facility maintenance and engineering services;
- Quality Assurance/Quality Control programs;
- Leased space management;
- Asset management;
- Capital improvement program planning and management;
- Financial services (budgeting, invoicing, cash management, reporting, auditing, etc.);
- Procurement and contract compliance/contract administration services;
- IT and technology management services;
- Insurance and risk management services;
- Safety and loss control services;
- Airline coordination and communications; and



- Cost reduction and efficiency improvements.

As the current CU Services provider, TBITEC recognizes and is committed to delivering the services described on the preceding page and throughout this Proposal (and any future scopes of work assigned under a contact to be awarded in connection with this Proposal) in full accordance with applicable laws, ordinances, and regulations established by any federal, state, city, airport, or authority having jurisdiction over the provided services.

TBITEC and all subcontractors will comply at all times with all guidelines, rules, and bulletins set forth by Original Equipment Manufacturers (OEMs), as well as *the Occupational Safety and Health Administration (OSHA)*, *Cal/OSHA*, *the National Institute for Occupational Safety and Health (NIOSH)*, *the National Fire Protection Agency (NFPA)*, *the National Safety Council (NSC)*, *the American Society of Safety Professionals (ASSP)*, *the American National Standards Institute (ANSI)*, *the Air Transport Association (ATA)*, *the International Air Transport Association (IATA)*, *the Food and Drug Administration (FDA)*, *the Federal Aviation Administration (FAA)*, and any other pertinent agency governing the services under the Scope of Work.

#### 2.1.4(A)(iii) Staffing

TBITEC acknowledges the pivotal role that the selected contractor will play in the LAX's customer experience program. **TBITEC is committed to serving as a professional ambassador of LAWA and LAX at all times.** Through our management group, TBITEC will staff the CU Services with professional, experienced, and well-trained personnel that are acceptable to LAWA to effectively perform, monitor, and manage all aspects of the operation. The staffing to be provided will mirror the outline provided in the RFP, and will include senior leadership and administration personnel, operational personnel, dispatching and gating staff, ARCC Managers on

Duty (MODs), and Equipment Subject Matter Experts (SMEs).

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#### A COMMITMENT TO DIVERSITY IN STAFFING

TBITEC and its management group pride themselves on a true commitment to diversity. TBITEC presently maintains a staff of 36 managerial, administrative, ARCC, dispatch, and gating professionals onsite who oversee the systems, services, and equipment described in the RFP on a 24/7/365 basis. Of the existing 36 team members managing the LAX CU Services, 94% are minority and 50% are female.

TBITEC and its management group warrant that they will not discriminate based on race, age, color, religion, gender, or national origin. TBITEC will coordinate hires with the airport's First Source Hiring Program and to the greatest extent possible, the TBITEC team will recruit talent from the local City of Los Angeles labor pool and will encourage subcontractors to do the same.

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Our proposed staffing plan can be found in **Section 2.1.5(B)**.

#### 2.1.4(A)(iv) Leased Space & Asset Management

TBITEC will work in close coordination with LAWA to determine the space necessary to accommodate all required services and will submit an annual *lease-space plan* to the LAWA Contract Administrator for approval with the annual budget. TBITEC will, and will require all subcontracts to, maintain the leased space in a clean, orderly, and safe condition at all times.

As it relates to asset management, TBITEC will continue to update and improve its asset management program to manage all assets owned by LAWA. The program consists of Standard Operating Procedures (SOPs), staff and vendor training, and a digital tracking solution. **TBITEC recently conducted a complete inventory of all LAWA assets**, which have been recorded in a registry (as shown in the figure below). TBITEC will augment its existing registry with additional asset characteristics per the RFP, to include



condition, purchase date, acquisition cost, warranty information, etc.

The asset registry will be actively maintained on an ongoing basis and will be available to LAWA for inspection at any time. TBITEC will coordinate with

LAWA to allow that the asset management registry is compatible to interface with LAWA's Maximo Computerized Maintenance Management System (CMMS). Additional information on TBITEC's proposed asset management solution can be found in **Section 2.1.7.**

| Terminal | Location | Description          | Color       | Brand              | Count                             | Owner | Classification |                    |
|----------|----------|----------------------|-------------|--------------------|-----------------------------------|-------|----------------|--------------------|
| 1        | T1.5     | Dispatch / DM Office | Computer 1  | 9 Black and 1 Gray | 8 Sceptre, 1 Benq, 1Acer and 1 HP | 1     | LAWA           | T-2105-DD-001-T1.5 |
| 2        | T1.5     | Dispatch / DM Office | Computer 2  | 9 Black and 1 Gray | 8 Sceptre, 1 Benq, 1Acer and 1 HP | 1     | LAWA           | T-2105-DD-002-T1.5 |
| 3        | T1.5     | Dispatch / DM Office | Computer 3  | 9 Black and 1 Gray | 8 Sceptre, 1 Benq, 1Acer and 1 HP | 1     | LAWA           | T-2105-DD-003-T1.5 |
| 4        | T1.5     | Dispatch / DM Office | Computer 4  | 9 Black and 1 Gray | 8 Sceptre, 1 Benq, 1Acer and 1 HP | 1     | LAWA           | T-2105-DD-004-T1.5 |
| 5        | T1.5     | Dispatch / DM Office | Computer 5  | 9 Black and 1 Gray | 8 Sceptre, 1 Benq, 1Acer and 1 HP | 1     | LAWA           | T-2105-DD-005-T1.5 |
| 6        | T1.5     | Dispatch / DM Office | Computer 6  | 9 Black and 1 Gray | 8 Sceptre, 1 Benq, 1Acer and 1 HP | 1     | LAWA           | T-2105-DD-006-T1.5 |
| 7        | T1.5     | Dispatch / DM Office | Computer 7  | 9 Black and 1 Gray | 8 Sceptre, 1 Benq, 1Acer and 1 HP | 1     | LAWA           | T-2105-DD-007-T1.5 |
| 8        | T1.5     | Dispatch / DM Office | Computer 8  | 9 Black and 1 Gray | 8 Sceptre, 1 Benq, 1Acer and 1 HP | 1     | LAWA           | T-2105-DD-008-T1.5 |
| 9        | T1.5     | Dispatch / DM Office | Computer 9  | 9 Black and 1 Gray | 8 Sceptre, 1 Benq, 1Acer and 1 HP | 1     | LAWA           | T-2105-DD-009-T1.5 |
| 10       | T1.5     | Dispatch / DM Office | Computer 10 | 9 Black and 1 Gray | 8 Sceptre, 1 Benq, 1Acer and 1 HP | 1     | LAWA           | T-2105-DD-010-T1.5 |
| 11       | T1.5     | Dispatch / DM Office | Computer 11 | 9 Black and 1 Gray | 8 Sceptre, 1 Benq, 1Acer and 1 HP | 1     | LAWA           | T-2105-DD-011-T1.5 |

Figure 2.1.4-1: TBITEC's asset registry

## 2.1.4(A)(v) Budget, Invoicing, Records, & Audits

TBITEC understands that, as an extension of LAWA, we will be required to work closely and collaboratively with LAWA on all aspects of the CU Services, including the development and maintenance of a detailed, comprehensive, and accurate annual budget along with regular updates and reforecasting. **TBITEC's familiarity with LAWA's budgeting process will allow us to bypass the learning curve and deliver annual budgets and supporting materials according to LAWA's timelines and requirements,** as well as in the formats preferred by LAWA's fiscal team.

With regard to invoicing and reporting, TBITEC understands that LAWA will require the selected Contractor to maintain written procedures with all subcontracted vendors and suppliers to approve purchases in advance and to review purchases before payment. Subject to approval by LAWA, TBITEC will require vendors and suppliers to submit their invoices no later than the 6<sup>th</sup> working day of each month. TBITEC will review and audit invoices for accuracy, contractual compliance, xBE participation, and to validate that expenditures were necessary and practical. TBITEC will provide a consolidated fully audited invoice for the CU Services, along with supporting documentation, in a format acceptable to LAWA, no later than the 25<sup>th</sup> day of each month.

TBITEC recognizes that LAWA is a branch of the City of Los Angeles and, among other responsibilities, is charged with prudent oversight and transparency of all financial transactions involving airport funds. TBITEC will maintain complete and accurate books and records, in accordance with Generally Accepted Accounting Principles (GAAP), sufficient to allow an auditing firm to thoroughly evaluate and verify expenditures associated with the CU Services. TBITEC will coordinate an audit of its books by a nationally recognized independent accounting firm audit each year and will provide audited financial statements to LAWA on or before April 30<sup>th</sup> of the subsequent year (or such other date as LAWA reasonable establishes).

## 2.1.4(A)(vi) Subcontractor & Supplier Vision, Strategy & Procurement Guidelines

TBITEC understands that LAWA will seek to better understand, define, and streamline the services being provided to maximize the efficiency of the CU Services budget and to align with LAWA's xBE goals. This will require a **comprehensive and collaborative review and analysis of the existing service agreements and the development of a procurement roadmap** which takes into account service level requirements, vendor markets, scopes, budgets, future passenger growth, expansion of services in both new and existing



facilities, xBE requirements, and other germane factors to devise a procurement strategy that aligns with LAWA's Supplier Vision.

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#### A SUCCESSFUL HISTORY OF SOURCING & MANAGING SUBCONTRACTORS

Acting in the capacity as a contractor to LAWA since May 2021, (and previously as an independent operator), **TBITEC has demonstrated a successful history of sourcing and managing all of LAWA's existing common use subcontractors.** TBITEC maintains a strong working rapport with current vendors and other industry service providers and has intimate knowledge of LAWA's procurement guidelines as well as the requirements, strengths, and weaknesses of each contract.

**Our experience and first-hand knowledge of the services and understanding of the respective needs of the airlines will allow TBITEC to rapidly provide significant value to LAWA** to truly understand the fundamental requirements of each service, evaluate the effectiveness of current and proposed contract structures, update scopes, and develop a practical plan that offers the best service for LAX passengers and the best overall value for LAWA.

TBITEC has incorporated a Procurement & Contract Compliance Manager (PACC Manager) into our proposed organizational structure—a value-added role in recognition of the importance of the Subcontract Assessment, the Restructure Plan, the xBE requirements to be implemented, and procurement as a whole. As part of our efforts, TBITEC will source pools of qualified vendors to develop a list of potential sellers and will also participate in LAWA vendor outreach events to engage small and diverse local businesses.

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TBITEC acknowledges that this Subcontract Assessment along with a detailed Restructure Plan must be completed within the first 12 months of the new agreement, and has identified the processes we expect to follow to achieve that timeline, as described in **Section 2.1.5(D) and (E)**.

**A Commitment to Diversity in Sourcing:** We acknowledge LAWA's xBE goals and understand the importance of diversity in sourcing and will strive to maintain an inclusive workplace that

creates opportunities for small and disadvantaged businesses and reflects the goals of LAWA and the diversity of the larger community in which we work and benefit. **TBITEC commits to participating in LAWA vendor outreach events and promoting, supporting, and leveraging the BuildLAX Academy** where possible.

Each member of TBITEC's subcontracted management group have applied for, and expect to receive, City of Los Angeles diversity certifications so that TBITEC anticipates 100% xBE participation on our bid team prior to the start of the contract. TBITEC's subcontractor, Adcom is presently certified as a Small Business Enterprise (SBE) by the State of California and has a Minority Business Enterprise (MBE) certification pending. DAS is certified as a SBE/Micro, MBE, and LSBE firm.

ASG has applied for the Local Business Enterprise (LBE) certification, and is owned in part by a certified MBE/Disadvantaged Business Enterprise (DBE) and a Veteran Owned Small Business. ASG has an inclusive workforce that is presently 94% minority and 50% female. Additionally, TBITEC's contractors commit to promoting, supporting, leveraging, and working collaboratively with the First Source Hiring Program.

#### 2.1.4(A)(vii) LAWA Governance

As a longtime member of the LAX community and active participant in current Governance meetings, TBITEC is familiar with each of the committees and subcommittees outlined in the Scope of Work, as well as the requirements that will be expected of the selected Contractor. TBITEC commits to meeting these requirements and actively participating to represent the CU Services on behalf of LAWA. TBITEC will work with subcontractors to measure and report service, to include devising accurate data collection plans, validating compilation tools, establishing benchmarks, and preparing clean and easy-to-interpret reports. TBITEC will also present this



information to LAWA, airlines, and other committee members to accurately elucidate the performance of the common use equipment, systems, services, and subcontractors. TBITEC will at all times serve as a uniting advocate for the CU Services, and will strive to foster positive and productive discussions and working relationships with all stakeholders.

In accordance with the RFP, we understand that, if selected, TBITEC will continue to participate and/or provide presentations, statistics, reports, and other materials as required for the committees outlined on the following page.

- **Common Use Steering Committee:** TBITEC will produce executive level performance reports for all CU Services, including but not limited to, financial, service performance, equipment reliability, contractual KPIs, safety, quality assurance/quality control, asset replacement, issues of concern, and other matter requests made by LAWA.
- **Terminal Operations Sub-Committees (TOSC):** TBITEC will provide monthly service

and financial performance reports for each common use terminal, and will lead, coordinate, and serve as the main communication channel for all terminal operations in conjunction with LAWA Operations staff.

- **Baggage Operations Sub-Committee (BOSC):** TBITEC will report and present monthly reports of the baggage system performance at each common use terminal, including all information identified in the RFP and any other metrics deemed relevant to evaluating the performance of the baggage systems, or the associated contractors.
- **Rates and Charges Sub-Committee:** TBITEC will report on the financial performance of the common use operation, by contract, including a budget-to-actual variance analysis and updated forecasts.

TBITEC understands that LAWA may assign new responsibilities or ask TBITEC participate in additional meetings, forums, and committees from time to time.

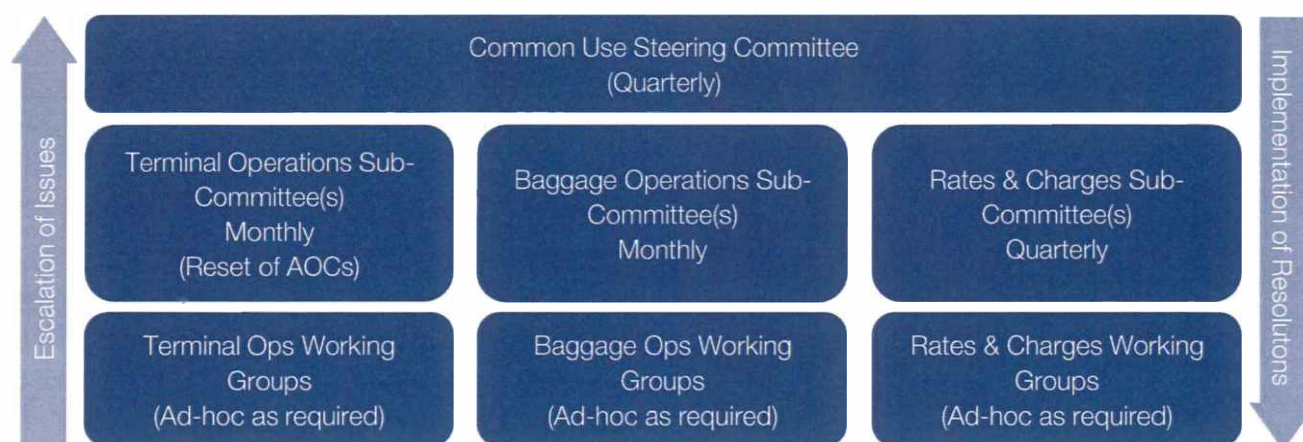


Figure 2.1.4-2: LAWA Common Use Consultative Governance Structure

## 2.1.4(A)(viii) KPI Performance, Management, and Reports

TBITEC will manage the CU Services to conform to the highest level of industry standards, performance specifications, Service Level

Agreements (SLAs), or other established standards for the performance of similar services, as set forth by LAWA. TBITEC will ensure that SLAs are incorporated into all subcontracts.

In order to monitor our performance, TBITEC will provide LAWA with a suite of reports against all contractual Key Performance Indicators (KPIs) which may be tailored for specific meeting requirements, routine contract management, audience, or other ad-hoc purposes as requested by LAWA. The KPIs will align with LAWA's mission and core values of sustaining safe and high-performing facilities and services to maximizing the guest experience.

In 2022, TBITEC partnered with LAWA's Operations & Maintenance Administration Division and other LAWA leaders to identify key metrics and targets for the majority of TBITEC services to develop a consolidated CU Services management report. The first draft of the report was rolled out in November 2022 and has continued to evolve to incorporate new metrics and insights. TBITEC presently monitors these metrics under our existing agreement.

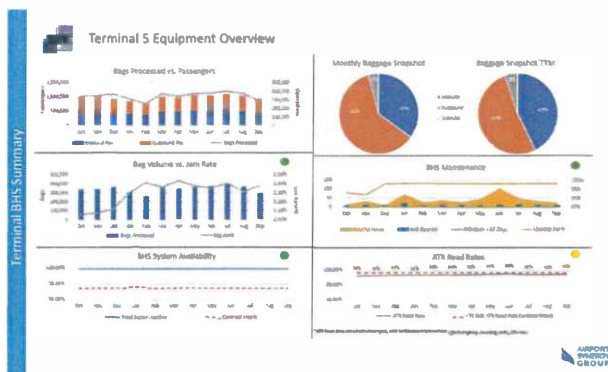


Figure 2.1.4-3: Samples of TBITEC's monthly report

KPI's will be developed for all new subcontractor agreements. TBITEC will implement a performance management plan to include documentation procedures, corrective action plans, and financial penalties for continued failure to deliver performance at or above the agreed target level over a specified time period. As the CU Operator, TBITEC will be measured against all agreed contractual KPI targets and will ensure our subcontractors each meet their respective KPI targets and all contractual obligations.

TBITEC acknowledges that LAWA reserves the right to modify KPI targets at its discretion. TBITEC will implement additional KPIs for all CU Services as necessary to measure subcontractor performance, system/service performance, impact to guest experience, regulatory compliance, and financial performance. KPI reports will contain both the detailed results against each KPI and an executive summary. The Consolidated KPI report and/or targets will be reviewed with LAWA monthly.

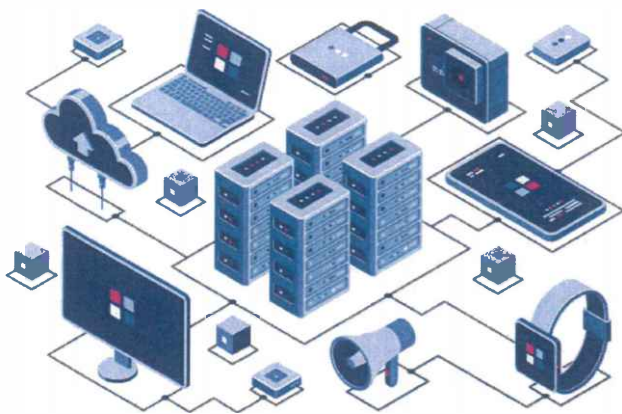
Additional details regarding our approach to KPI performance, management, and reports is provided in **Section 2.1.5(A)**.

## 2.1.4(A)(ix) Logistics

In addition to providing day-to-day oversight for the CU Services and Equipment, the selected operator will be responsible for managing the below scopes:

**IT Network Maintenance, Monitoring, and Support:** TBITEC will maintain the existing IT network and infrastructure for TBITEC offices, subcontractor leased spaces, and other assigned spaces. This will include (1) extending infrastructure to newly leased spaces or other areas of the Airport as required to effectively provide the CU Services; and (2) upon request, decommissioning infrastructure for spaces being returned to LAWA or no longer required to service the operation.

TBITEC's management group member, **DAS**, brings substantial knowledge and experience with regard to the infrastructure of TBITEC and the CU Services, LAWA processes, and the LAX IT stakeholder community. Similar to other areas of specialization, this familiarity will allow for a significantly reduced learning curve.



**General Contractor:** TBITEC will continue to maintain a subcontract with a General Contractor to provide on-demand mechanical, carpentry, masonry, millwright, plumbing, concrete, and other trade-related support required by the operation. The General Contractor will provide additional support for scopes of service that are not part of any other subcontractor agreements or fall outside their core expertise.

**Electrical General Contractor:** TBITEC will continue to maintain a subcontract with an Electrical General Contractor (EGC) to provide on-demand electrical maintenance repair and support, network infrastructure, tenant improvements, lighting fixture replacement and upgrades, and other required support. The EGC will provide additional support for scopes of service that are not part of any other subcontractor agreements or fall outside their core expertise.

**Cargo Dock Receipt Facility and Delivery Services:** TBITEC will continue to maintain a subcontract with a cargo dock receipt facility on the public side of the airport, that can receive shipments for all CU Services subcontractors, and that can deliver those shipments to the required secured or sterile airport locations as necessary.

**Common Use Services Radio System (Radio System):** TBITEC will continue to maintain a subcontract with a Radio Communications Service subcontractor to maintain, monitor, repair, and

update the Radio System. TBITEC will provide for signal coverage at all common use terminals, facilities, and subcontractor work areas. The Radio System will allow TBITEC to efficiently coordinate day-to-day operations and to respond to and mitigate irregular operations. TBITEC will extend radio signal coverage to any facility where CU Services are expanded.

**Ramp Area and Passenger Boarding Bridge Scrubbing and Pressure Washing:** TBITEC will continue to subcontract with an industrial floor scrubbing and power washing subcontractor to provide floor scrubbing and pressure washing service for PBBs, bag rooms, and at other required locations, as outlined in the RFP or otherwise requested by LAWA.

**Potable Water Access Service:** TBITEC will continue to maintain a subcontract to provide mobile potable water service at the West Remote Pad. TBITEC will ensure that the selected subcontractor complies with applicable airport, airline, FDA, IATA, and other pertinent agency regulations.

#### 2.1.4.(A)(x) Additional Requirements

**Operations and Maintenance Safety Plan:** TBITEC will review and validate (or revise as necessary) the operations and maintenance safety plans for the CU Services, which will be subject to LAWA approval. The safety plan will be maintained on site and will comply with OSHA, Cal/OSHA, NIOSH, NFPA, NSC, ASSP, ANSI, ATA, IATA, FDA, FAA, and any other pertinent agency governing the respective services. **TBITEC will staff a Process and Safety Manager, who will ensure that all subcontractors are trained in all aspects of the safety plan.** In September 2023, TBITEC conducted OSHA-10 Safety training for all ASG personnel.

**Hazardous and Other Regulated Substances:** TBITEC will be responsible for monitoring and ensuring compliance with applicable laws and regulations governing the control and removal of



hazardous and other regulated substances. Such material will be disposed of in accordance with all applicable municipal, State, County, City, and Federal laws and regulations.

**Change in Services:** TBITEC recognizes that LAWA reserves the right to direct changes in the services covered by this Scope of Work by increasing, decreasing, or otherwise modifying the scope services covered under the final agreement, as well as modifying staffing levels dictated by changes in circumstances. As noted earlier in this section, TBITEC is committed to serving as a flexible partner and will work closely with all stakeholders to ensure prompt compliance.

As it relates to the anticipated expansion of the CU Services at LAX, TBITEC understands that additional scopes to be added include Terminal 6 (2024), TBIT West Gates Concourse South (2025), Concourse 0 (2027), and Concourse 9 (2027). We understand that the CU Services to be provided in these new facilities will be similar to the services provided in the existing common use terminals and will likely include the baggage system(s), aeronautical equipment, certain IT systems, and operation support services.

TBITEC has provided a brief summary of our approach to assisting LAWA with the receipt and mobilization of these new facilities and systems in **Section 2.1.5.**





## 2.1.5 METHODOLOGY & APPROACH



## 2.1.5. METHODOLOGY & APPROACH

As the entity currently managing the common use operation on behalf of LAWA—and **having served the LAX for 40+ years as a common use operator**—TBITEC is committed to the highest levels of partnership, collaboration, and flexibility in delivering these services on behalf of LAWA. We see these qualities as indispensable and necessary to successfully meet the mutual goals identified in the RFP.

TBITEC looks forward to continuing to serve LAWA as a trusted partner as we work collaboratively to bring new terminals and equipment online, incorporate new services, welcome new carriers, and prepare to capitalize on the opportunities and mitigate the challenges in store for LAX and the aviation sector as a whole. In this way, **we will help LAWA continue to reflect its globally recognized brand as a world-class airport.**

### ACCESS TO GLOBAL BEST PRACTICES

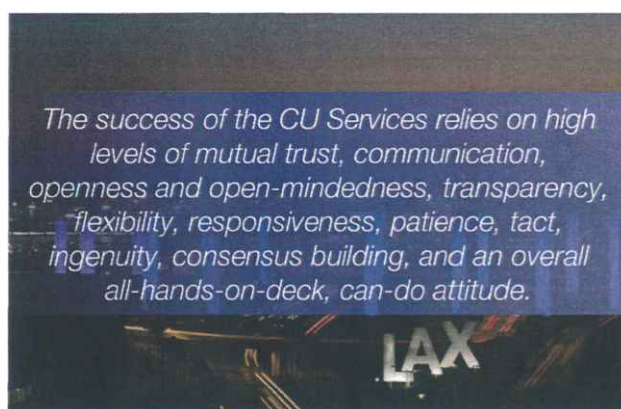
TBITEC's subcontracted management group, Airport Synergy Group LAX (ASG)—a joint venture between Avports, JJD, and CMP—and Adcom, collectively bring more than 160 years of experience managing airport and airline equipment and infrastructure and common use services. Our third management group member, Digital Archiving Solutions (DAS), brings nearly 30 years of experience managing IT systems, network design and infrastructure maintenance, technology master planning, and cybersecurity. DAS has been providing these services on behalf of TBITEC since 2018.

In addition to TBITEC's commitment to LAWA's vision, mission, and core values, our Management Team includes individuals that are members of the ACI World Facilitation and Services Standing Committee, with oversight functions and participation in the ACI Airport Service Quality Subcommittee. This existing relationship provides TBITEC's team with access to the global best practices network in airport operational excellence.

This wide-ranging industry expertise, alongside our acute understanding of LAX's unique stakeholder and operational environment, will drive value for LAWA in delivering the CU Services. As will be demonstrated throughout our proposal, TBITEC understands all aspects of operating the CU Services at LAX and our team exceeds all requirements (as shown in Table 2.1.6-4 in **Section 2.1.6(C)(c)**).

### 2.1.5(A) Methodology, Approach, & Ability to Perform the Scope

TBITEC will deliver the CU Services as an extension of LAWA and recognizes that our methods and approach to the Scope of Work must be well-aligned to LAWA's near-term objectives and long-term goals. Additionally, as an active member of the LAX community, we understand the many changes, both planned and unplanned, that LAWA and the selected Contractor will be required to contend with during the term of the CU Services. To successfully meet these shifting demands, LAWA will require an operator capable of building and fostering strong working partnerships with the entire LAX community.



The selected Contractor for the CU Services must be a capable and versatile partner that is committed to serving as a flexible resource as needed. We believe that TBITEC has consistently demonstrated these essential qualities by stepping

forward to support LAWA and the common use customers to the best of our organizational ability time and again. Recent examples of significance include the mobilization of the TSA's Employee Screening Program at LAX provided below, the assignment of Gate 68B to TBITEC for repair and ongoing maintenance (summarized in **Section 2.1.5(A)(iii)**), and the implementation of the Airport Response Command Center Manager on Duty (summarized in **Section 2.1.5(C)**).

#### A FLEXIBLE & RESOURCEFUL PARTNER: AIRPORT WORKER SCREENING PROGRAM

In 2023, TBITEC worked closely with LAWA to design and implement an effective Employee Screening Program at LAX to comply with the Transportation Security Administration's (TSA) Airport Security Program National Amendment (TSA-NA-23-02). Issued earlier in 2023, the amendment required certain airport operators to implement random physical screenings of aviation workers.

TBITEC was contacted in July 2023 and asked to have the program fully operational before the September 26<sup>th</sup> deadline. TBITEC worked in close collaboration with LAWA and was able to leverage the expertise of its staff, deep relationships with vendors, and knowledge of the LAX environment to quickly onboard vendors, develop compliant Standard Operating Procedures (SOPs), recruit and train staff, and deploy a reliable technology platform to meet the need. With the support and guidance of LAWA, **TBITEC was able to have the new service stood up more than three weeks early. On September 1<sup>st</sup>, LAX was one of the only airports in the United States to meet the National Amendment.**



### 2.1.5(A)(i) Approach

As it relates to our approach to effectively manage the CU Services on a day-to-day basis, we offer the following overview and recommendations.

**Aligning Service Delivery with Expectations:** The first step in managing an operation is to create alignment between the customer and the supplier of a good or service. Recognizing LAWA's vision for the future of LAX, TBITEC will coordinate a full review of the Scopes of Work to ensure that all operational requirements are identified and accounted for. This review will support both the full analysis of the CU Services suppliers and allow LAWA to validate the services being provided during the interim. TBITEC will engage the respective LAWA departments and other stakeholders as appropriate for input. This will form the basis for our management objectives and continuous improvement planning.

**Management Review & Oversight:** TBITEC will also meet with its leadership and duty management teams to ensure oversight is sufficient and all scopes are understood completely and correctly. This internal alignment will allow TBITEC to develop and refine strategies to fulfill all LAWA requirements.

**Defining Standards & Service Procedures:** Once goals and expectations of the parties have been aligned, TBITEC will collaborate with vendors to validate or otherwise develop service delivery methods, Standard Operating Procedures (SOPs), and other tools (e.g., flowcharts, training materials, etc.) as necessary to allow providers to deliver a consistent level of high-quality service.

**Measurement & Monitoring:** We subscribe to the principle "*what gets measured gets managed*". Building on our current KPI reporting initiative, TBITEC will carefully consider all scopes and goals and continue to propose reliable methods to measure and evaluate performance. While some scopes may be more difficult to establish practical metrics to quantify performance, the responsibility



to develop reliable measures of performance will lie with the Management Team.

TBITEC will engage vendors, review industry publications, benchmarks, and best practices, leverage counterparts and other industry professionals, and propose measures that transparently and clearly portray the desired information. In addition to developing metrics, TBITEC will also coordinate data collection methods, data models, and compilation techniques to ensure that any information to be derived is unbiased, consistently represented, and tells the complete story.

**Review & Assessment:** We believe that data collection without corresponding action represents a wasted investment. **TBITEC will continue to emphasize data-driven decision making.** All vendors will be required to submit regular reports that our Management Team will use to measure performance against established targets, identify trends, and to guide and improve service delivery models. Reports will include operational metrics as well as financial metrics.

**Regular Contract Performance Reviews:** Under our existing agreement, TBITEC conducts regular contract performance reviews with each vendor. We will incorporate feedback from the monthly reports and our assessments into this joint review to ensure suppliers methods, processes, and procedures are appropriately aligned to ensure all Service Level Agreements (SLAs) are met or exceeded for the CU Services and service levels are maintained at the highest levels of excellence.

**Reporting & Communication:** The intent of the sum of all actions listed above is to keep the TBITEC and LAWA leadership groups informed, and to provide reliable tools to allow management to quickly and accurately assess the performance of vendors to proactively detect performance deficiencies and act according. In 2022, TBITEC implemented a consolidated Key Performance Indicator (KPI) report for all common-use

equipment and services, as described in **Section 2.1.5(A)(ii)**.

Additionally, as it relates to disseminating this information to the many airport stakeholders, TBITEC is a longtime member of the LAX community and active participant in the current LAWA Common Use Consultative Governance Structure as described in **Section 2.1.5©**. TBITEC regularly meets with LAWA and other stakeholders to disseminate information, provide updates, collect feedback, and collaborate on projects and other initiatives. This regular open communication is necessary to partnership and to successfully managing the operation. Presently, TBITEC engages regularly on a variety of LAWA and other stakeholder meetings, such as:

- Weekly Common Use update to LAWA
- Weekly Tactical Working Group meeting with LAWA
- Bi-weekly Contract Administration meeting with LAWA
- Bi-weekly Power Reliability meeting with LAWA
- Bi-weekly Terminal Management Service Provision Performance meeting with LAWA
- Monthly Terminal Operations Sub-Committee
- Monthly Baggage Operations Sub-Committee
- Monthly TBITEC Executive Committee meeting with LAWA

This proactive communication helps to foster teamwork and keeps parties abreast of the status of services, equipment, and upcoming changes to allow for advanced preparations.

### **2.1.5(A)(ii) A Demonstrated Ability to Perform the Services**

As it relates to TBITEC's ability to perform the CU Services, we believe that we have **a proven history of success providing these same services** as described in the Scope of Work. The sections that follow provide specific examples of our experience and abilities to provide the services outlined in Attachment 1, which we believe demonstrates our fitness and readiness to serve as LAWA's partner.



## BRINGING A FRESH PERSPECTIVE

In May 2022, TBITEC engaged a new professional management firm, ASG. With a combined 135+ years of experience in commercial aviation operations through its partners, ASG brings a proven track record of successfully serving almost every imaginable equipment and facility need for commercial airports across the United States.

This breadth of experience, combined with a sincere commitment to operational excellence and customer service, has helped TBITEC improve the delivery of services by identifying opportunities to exploit operational and contractual efficiencies, improve SOPs, improve safety and staff training protocol, and optimize reporting to offer better value to LAWA and the LAX community.

## General Management & Administration Services

TBITEC and our management group bring extensive expertise in managing airport and aeronautical equipment, facilities, and common use service operations throughout the United States, and abroad—including firsthand knowledge of the CU Services, derived from more than **four decades of experience overseeing common use operations at LAX**. This experience includes all of the management and administrative requirements identified in the RFP, including:

- Budgeting and Financial Reporting
- Security Badge Administration
- Developing and Implementing Management Plans
- Developing SOPs and Manuals
- Administering Quality Assurance/Quality Control Program(s)
- Designing and Implementing Cost Control and Saving Programs
- Asset Management Commissioning, Control, Maintenance, and Replacement
- Data Analysis, Performance Management, and Reporting

- Safety and Training Programs
- Procurement Administration
- Contract Administration and Management of Subcontractors
- Continuous Improvement
- Capital Improvement Planning and Project Management

## Required Onsite Staffing & Expertise

As the entity currently oversee the common use operation, we have direct knowledge of each of the duties associated with managing the CU Services and we fully understand the staffing requirements as outlined in the Scope of Work. Except for the dedicated Subject Matter Experts (SMEs), TBITEC presently staffs many of these positions in similar capacities to those identified and we are working diligently to continue to upskill our current workforce. Our proposed organization chart shown in **Section 2.1.6(A)(i)** provides an overview of our proposed staffing model. We have also included job descriptions and resumes for key staff accordingly. TBITEC will require all subcontractors to work collaboratively with the First Source Hiring Program in the hiring of personnel.

## Lease Space Management

TBITEC will determine the leased space that is reasonably necessary for our Management Team and subcontractors to fulfil the obligations of the Scope of Work and will submit an annual leased space plan to the LAWA Contract Administrator during the annual budget process. TBITEC presently manages approximately 16,000 ft<sup>2</sup> of offices, mechanic shops, storage spaces, and administrative space throughout the Airport.

TBITEC has collaborated with LAWA to audit spaces and validate needs within the last 18 months. TBITEC requires all vendors to adhere to LAWA rules and regulations with regard to the use of assigned space within the terminals.

| Terminal                    | TBIT            | MSC             | T1.5            | T5              | Total FT <sup>2</sup> | Rental Fee Per Mo. | Tax Fee** | Monthly Total |
|-----------------------------|-----------------|-----------------|-----------------|-----------------|-----------------------|--------------------|-----------|---------------|
| Overhead                    | 2,806.00        | 1,168.00        | -               | 1,171.00        | 5,145.00              | \$                 | \$        | \$            |
| Direct                      | 757.00          | 459.00          | 875.00          | 1,695.00        | 3,786.00              | \$                 | \$        | \$            |
| Airline                     | 2,724.00        | -               | 4,212.00        | -               | 6,936.00              | \$                 | \$        | \$            |
| <b>Total FT<sup>2</sup></b> | <b>6,287.00</b> | <b>1,627.00</b> | <b>5,087.00</b> | <b>2,866.00</b> | <b>15,867.00</b>      | <b>\$</b>          | <b>\$</b> | <b>\$</b>     |
| <b>Rental Fee</b>           | <b>\$</b>       | <b>\$</b>       | <b>\$</b>       | <b>\$</b>       | <b>\$</b>             |                    |           |               |
| <b>Tax Fee**</b>            | <b>\$</b>       | <b>\$</b>       | <b>\$</b>       | <b>\$</b>       | <b>\$</b>             |                    |           |               |
| <b>Monthly Ttl</b>          | <b>\$</b>       | <b>\$</b>       | <b>\$</b>       | <b>\$</b>       | <b>\$</b>             |                    |           |               |

Figure 2.1.5-1: Summary of TBITEC's currently leased space

## Asset Management

TBITEC will be responsible for the management of the LAWA-owned Aeronautical Equipment and other assets, including but not limited to, managing day-to-day maintenance and operational related services, rapidly responding to unplanned outages, gate management, coordinating and implementing the scheduled maintenance program, and providing other similar services.

### COMPREHENSIVE ASSESSMENT PROGRAM

TBITEC will develop and maintain a comprehensive aeronautical equipment condition assessment and replacement program (Assessment Program) that will regularly monitor and update the physical conditions and functional performance of the aeronautical equipment.

The objectives for the Assessment Program will be, but not limited to, maximizing asset value, extending equipment life, reducing operations and maintenance costs (O&M), mitigating risk and unplanned outages, enhancing the guest experience, improving equipment reliability and uptime, monitoring KPIs, proactively addressing safety issues, and establishing a short/long term equipment replacement plan/schedule.

**Given TBITEC's unique organizational structure, we believe that our interest to maintain the assets are directly aligned with LAWA.** Since our inception, TBITEC has served as a diligent steward of LAWA's assets by playing a key role in the specification, procurement, installation, mobilization, and ongoing maintenance of much of the common use equipment, to include baggage

systems, TBIT's state-of-the art ICS baggage system, PBBs, ground power systems, pre-conditioned air systems, potable water cabinets, Vertical Docking Guidance Systems (VDGS), and technology systems, among others. In this regard, TBITEC brings a history of successfully managing these systems equipment at LAX. TBITEC also serves as the current training provider for all common use equipment operators and provides regular training sessions for airline personnel.

TBITEC will also develop a schedule to regularly assess condition of equipment through an independent third party that will also produce recommendations to challenge our preventative maintenance program. The Assessment Program will be scheduled and managed via the asset management system in our Computerized Maintenance Management System (CMMS) which will also store records for all equipment, as described in **Section 2.1.7**.

### Budget, Invoicing, Records, & Audits

TBITEC is familiar with the LAWA budgeting process and has coordinated with LAWA to develop comprehensive annual budgets since transitioning the common use services back to the Airport in 2021. We recently delivered a first draft of the 2025 fiscal budget and will continue to coordinate with LAWA to ensure the future operation and all services are appropriately funded for this next fiscal year. In addition to preparing and managing budgets, TBITEC also fully understands the invoicing requirements as outlined in the Scope of Work.

We are presently **working with LAWA and the CU Services subcontractors to improve the submission and review process**. TBITEC will maintain all records in an orderly fashion and make such records to LAWA available upon request. TBITEC presently arranges for an examination of its books and full audit by an independent firm each year. The resulting financial statements are provided to LAWA.

### Subcontractor & Supplier Vision, Strategy, & Procurement

TBITEC understands the vision that LAWA aims to achieve through the in and Restructure Plan and is prepared to fully support this effort. TBITEC performed the original procurements for all of the current common use contracts and understands LAWA guidelines and regulations as it pertains to procurement (as described in **Section 2.1.5(F)**).

**To oversee the Subcontract Assessment and Restructure Plan effort, TBITEC will staff a Procurement and Contract Compliance Manager (PACC Manager).** The PACC Manager will work closely with TBITEC senior leadership and LAWA to build consensus around the best delineation of scopes of service, and will look for opportunities to simplify and streamline organizational structures, implement actionable metrics, capitalize on economies of scale and other efficiencies, and incorporate xBE goals. Our approach is described in **Section 2.1.5(D)**.

### KPI Performance, Management, & Reports

In 2022, TBITEC partnered with LAWA's Operations & Maintenance Administration Division, senior leadership, vendors, and other parties to identify key metrics for many of the CU Services. Given the scale and diversity of services that TBITEC presently oversees, this group **came together to develop a comprehensive yet streamlined KPI report, organized by terminal, equipment subsystem, and service**. The 34-page monthly KPI report identifies targets for systems

and services performance and trends data over time, providing rapid insight into the operation.

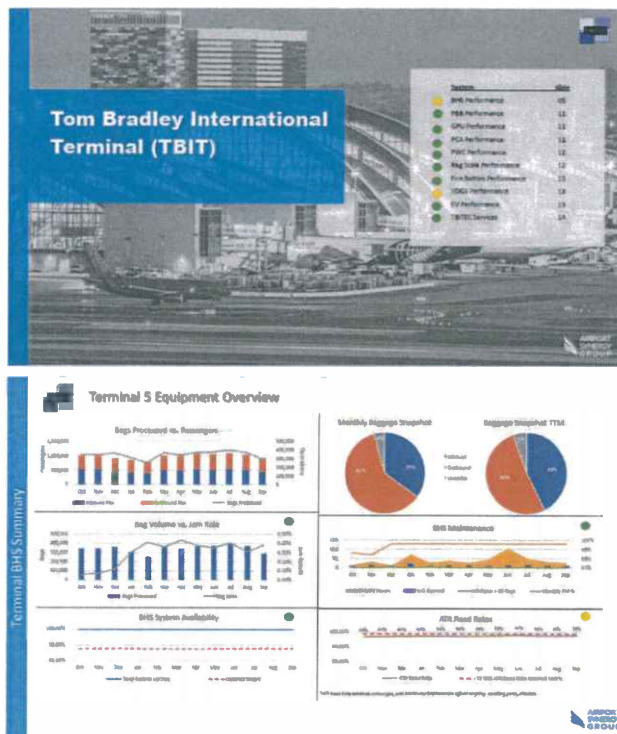


Figure 2.1.5-2: Sample pages from TBITEC's monthly KPI report

As it speaks directly to the CU Services, the KPI report addresses system and equipment maintenance, equipment performance, reliability, safety, financial performance, and certain aspects of the guest experience. The reports are presented to LAWA each month along with all source data.

### Services in Support of Common User Service Subcontractors

TBITEC presently contracts for all support services identified in the RFP, including IT services, general contracting, an electrical contractor, cargo dock services, radio services, power washing, and potable water uplift services. TBITEC has strong working relationships with each of these providers, and has been able to seamlessly and efficiently integrate these service providers into the overall operation as necessary to meet requirements.



## Health & Safety Management Program

TBITEC will continue to maintain a **comprehensive health and safety program to minimize risk, protect valuable organizational resources, and ensure regulatory compliance**. Further, we will ensure that all vendors maintain similar standards and programs to protect staff, passengers, and other guests to the airport. TBITEC, nor our vendors, have had any reported injuries in the last year.

TBITEC's health and safety program will be overseen by the Process and Safety Manager and will consist of policies, procedures, and methodologies for:

- Evaluating lagging safety indicators, such as OSHA-recordable injuries and lost workday cases, BLS industry-specific loss data, and Worker's Compensation claims to identify the potential for injuries/illnesses and damage to property, equipment, or the environment;
- Implementing proactive measures, such as training, safety committee activities, employee surveys, safety inspections, and safety audits;
- Ensuring compliance with applicable regulatory laws, rules, and standards;
- Implementing policies and procedures that provide for the identification, analysis, and mitigation of hazards that could result in an unwanted outcome (e.g., near-miss analyses, root cause analyses, PPE hazard analyses);
- Presenting health and safety training (e.g., hearing protection, lockout/tagout, hazard communication, fall protection, active shooter, spill prevention); and
- Promoting a positive safety culture and encouraging continuous improvement.

In addition to our own programs, TBITEC has been an active and supportive community participant on various airport safety committees, FOD walks, forums, and other venues.

## SEE SOMETHING, SAY SOMETHING

TBITEC stresses the importance of safety and security in our SOPs, trainings, and culture – our team recognizes that LAX is home and it is everyone's job to keep us all safe. In December 2022, TBITEC was notified by one of our contractors that a suspicious vehicle was parked curbside at the departure level.

The contractor stated that two passengers reported that the man inside the vehicle flashed a weapon. One of our Duty Managers responded and observed the vehicle still parked at curbside. He immediately notified airport police, providing a description of the vehicle and kept a safe distance until airport police arrived. The individual was placed into police custody and a handgun was recovered from his vehicle. As a result of this individual's bravery and professionalism, a potentially dangerous situation was averted.

### 2.1.5(A)(iii) An Ability to Adapt & Address Changing Project Requirements

Given the magnitude and pace of the operation, LAWA will require a strong working rapport with their partner that is based on trust and confidence in that partner's abilities. LAWA also needs to know that their partner thoroughly understands the goals and objectives of LAWA and the needs of the operation and the many stakeholders which rely on the CU Services now and in the future. **TBITEC is committed to implementing a flexible and scalable operating model that significantly expands xBE participation, and supports the near-term expansion and the long-term vision for LAX** as LAWA prepares to bring on new terminals, host the 2028 Olympics, and implement green initiatives.

TBITEC will work alongside LAWA as an active and cooperative partner and will be flexible to adjust the assigned Scope of Work to include additional services related to the CU Services, as necessary. We will participate in any processes or initiatives as requested by LAWA to coordinate with common use airlines, federal agencies, and other stakeholders on the operation and maintenance of the CU Services.



## Additional Work

We understand that the selected Contractor will be required to accept full and ultimate responsibility for the operation. We will validate, or otherwise develop, procedures to address all abnormal and

extra duty requirements, such as emergency response procedures and IRROPS. Full contingency plans will be prepared as necessary in collaboration with LAWA and other stakeholders to ensure LAX is prepared to address all airport matters in a timely, safe, and efficient manner.

### A CAPABLE & RESPONSIVE PARTNER: GATE 68B

In late October 2023, TBITEC was contacted by LAWA to assess the Passenger Boarding Bridges (PBBs) and affiliated equipment at Gate 68B. The equipment, which was installed in 2015 had been allowed to fall into disrepair. LAWA asked TBITEC to assess the current state of the equipment, review quotes provided, and devise a plan to repair, refurbish, and restore the equipment back to full service as soon as safely possible. After a short call and follow up email, TBITEC responded back simply, "We're on it."

Understanding the importance of returning this mission-critical, wide-body gate back to service, quickly assembled an inspection team comprised of the OEM, TBITEC's Management Team, our Electrical Contractor, an independent PBB Specialist, and LAWA to understand the nature of the concern, identify a mitigation strategy, and finalize plans for a more permanent solution. By leveraging our knowledge, resources, and vendor relationships, LAWA was able to restore the gate to limited service within 12 hours.

TBITEC then scheduled a full assessment of the PBB by the OEM and also reviewed assessment information shared by the current management group. The OEM inspected the equipment, compiled a list of findings, and identified several notable issues which would require extensive repairs. TBITEC was able to leverage our existing relationships with vendors and suppliers to get expedited quotes for labor and materials with expedited shipping. We coordinated with LAWA and impacted stakeholders to develop an aggressive repair plan to source materials and multiple contractors to complete all extensive repairs and modifications before December 15<sup>th</sup>, thereby restoring the PBB back to an acceptable and safe operating condition in approximately 6 weeks. As part of this refurbishment, TBITEC assumed operational responsibility for the equipment at Gate 68B on a permanent basis.





## Preparing for Service Expansion

TBITEC acknowledges that the scope of the CU Services will expand in the quarters and years following the contract award, beginning with Terminal 6 (2024), followed by the TBIT West Gates Concourse South (2025), Concourse 0 (2027) and Concourse 9 (2027). TBITEC expects the selected Contractor to play an active role in the process by assist LAWA with developing equipment specifications, planning for maintenance, and user training, overseeing systems receipt and punch-listing, building out initial inventories, planning and implementing maintenance schedules and staffing plans, acquiring specialty service equipment and tools, and modifying contracts as required.

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### ADVISING ON EQUIPMENT & SERVICE EXPANSIONS

TBITEC will be available to serve as an advisor to LAWA upon request, to ensure that the installation, start up, and management of the new equipment and facilities is seamless and successful. TBITEC played a similar role in the installation and mobilization of equipment at the TBIT West Gates Concourse North, the ICS, and many other systems during our tenure.

As it relates to assuming operational responsibility for equipment in each of these new terminals, TBITEC will prepare a detailed project plan to catalog the equipment and turnover requirements (e.g. OEM technical publications, drawings, spare parts, warranty information ,etc.), inspect equipment, address identified deficiencies as necessary, and to incorporate the new equipment into the CU Services (e.g. adding equipment records in the CMMS, updating maintenance schedules, quality control inspections, user training, etc.)

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## 2.1.5(B) Plan to Manage the Identified Services

TBITEC has a deep understanding of the CU Services and well versed in all aspects of the operation. With this knowledge, we will staff the CU Services with an experienced Management Team

comprised of qualified and accomplished industry professionals. Their primary focus will be:

- Providing for the safe, efficient, and superior upkeep of the facilities and equipment;
- Ensuring that service levels exceed customer expectations; and
- Displaying a responsive, courteous, and professional business demeanor at all times.

TBITEC will ensure all services are conducted in accordance with applicable standards, laws, ordinances, rules, regulations, procedures, and practices from Federal, State, City, Airport, and any other addenda or supplements in the RFP. TBITEC will also monitor and assure compliance with all aeronautical equipment safety, service, and maintenance bulletins from OEMs, as well as standards published by OSHA, Cal/OSHA, NIOSH, NFPA, NSC, ASSP, ANSI, ATA, IATA, FDA, FAA, and any other pertinent agency governing the services under the Scope of Work.

### 2.1.5(B)(i) A Tailored Service Management Plan

**TBITEC will collaborate with LAWA and other stakeholders to ensure that the scope of service for each contract is appropriately detailed and aligned to LAWA goals and duties and responsibilities are well-understood by all parties.**

This validated information will serve as the basis for our management plan and will be leveraged by the proposed Managing Director, Director of Operations, Terminal Managers, Equipment Managers, and Duty Managers to ensure that our planning efforts, operating procedures, and ultimately vendor performance is perfectly aligned with LAWA's vision to allow us to achieve the identified objectives. A brief overview of our staffing plan is presented below with additional details provided in Section 2.1.6.

### The Management Team

The proposed Management Team will be responsible for the safe and efficient provision of



services, preservation of assets, and management of all CU Services on a 24 hours per day, 365 days per year basis. Staffing levels will be in accordance with TBITEC's response to this RFP, and will be adequate to meet the specified levels of service. All TBITEC staff will be responsible for quality and operational excellence.

The day-to-day operation will be overseen by a the **Managing Director** who will ultimately be accountable to LAWA for administering all duties associated with managing the CU Services. The **Executive Director**, will continue to guide the TBITEC Corporation in a productive, sustainable direction, while maintaining situational awareness, including collaboration with LAWA, contractor performance, specifically in areas of safety and regulatory compliance, and significant projects or programs.

The Managing Director will also work closely with a **Director of Operations** to oversee several **Terminal Managers** and two **Equipment Subject Matter Experts**, each whom will have direct responsibility for all matters occurring within their assigned areas. As a cohesive group, these individuals will ensure that every aspect of the common use equipment and services is assigned to a **Duty Manager** or an **Equipment Manager**.

The Duty Manager or Equipment Manager will specialize in the specific equipment or services assigned to that individual and will work closely with other managers to monitor the performance of vendors and to inspect equipment and spaces, measure performance, develop and implement continuous improvement initiatives, verify inventories, review invoices, coordinate projects, and address all questions and concerns regarding

the CU Services. Duty Managers will leverage the practice of Management By Walking Around (MBWA) and TBITEC's Quality Control Check (QCC) program to bolster TBITEC's quality and continuous improvement efforts. **ARCC MODs** will staff the ARCC on a 20/7 basis and will assist in coordinating the CU Services in the field with key members of the Airport's operations and emergency management teams.

The **Controller** will oversee all aspects of the financial performance of the CU Services, as well as a **Bookkeeper** to assist with tasks such as the review of invoices, data entry, monitoring expenditures, and generating reports.

The **Procurement and Contract Compliance Manager (PACC Manager)** will be responsible for all aspects of the contract review and restructuring, as well as monitoring contract performance, insurance requirements, xBE participation and reporting, outreach, and procurement. Additionally, the **Process and Safety Manager** will be instrumental in analyzing the CU Services' operating model on an ongoing basis, driving the organization's continuous improvement, safety, and training services.

The **Administrative Supervisor** will oversee the TBITEC **Dispatch staff** and Terminal 5 **Gating Staff**.

The proposed Management Team is described in further detail in **Section 2.1.6(A)**.

### Proposed Staffing Schedule

The TBITEC Team will work with vendors to monitor operations, compare actual performance against established service goals, and drive continuous improvement. A proposed schedule is provided below.

Table 2.1.5-1: Management Team Proposed Staffing Schedule

| Role                             | Sun. | Mon.      | Tues.     | Wed.      | Thurs.    | Fri.      | Sat. |
|----------------------------------|------|-----------|-----------|-----------|-----------|-----------|------|
| <b>Executive Leadership Team</b> |      |           |           |           |           |           |      |
| TBITEC Executive Director        | OFF  | 0800-1700 | 0800-1700 | 0800-1700 | 0800-1700 | 0800-1700 | OFF  |
| Managing Director                | OFF  | 0800-1700 | 0800-1700 | 0800-1700 | 0800-1700 | 0800-1700 | OFF  |





| Role                                 | Sun.      | Mon.      | Tues.     | Wed.      | Thurs.    | Fri.      | Sat.      |
|--------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Director of Operations               | OFF       | 0800-1700 | 0800-1700 | 0800-1700 | 0800-1700 | 0800-1700 | OFF       |
| Controller                           | OFF       | 0800-1700 | 0800-1700 | 0800-1700 | 0800-1700 | 0800-1700 | OFF       |
| Bookkeeper                           | OFF       | 0800-1700 | 0800-1700 | 0800-1700 | 0800-1700 | 0800-1700 | OFF       |
| PACC Manager                         | OFF       | 0800-1700 | 0800-1700 | 0800-1700 | 0800-1700 | 0800-1700 | OFF       |
| Administrative Assistant             | OFF       | 0800-1700 | 0800-1700 | 0800-1700 | 0800-1700 | 0800-1700 | OFF       |
| <b>TBIT</b>                          |           |           |           |           |           |           |           |
| TBIT Terminal Manager                | OFF       | 0600-1500 | 0600-1500 | 0600-1500 | 0600-1500 | 0600-1500 | OFF       |
| TBIT Duty Manager (6)                | 20/7      | 20/7      | 20/7      | 20/7      | 20/7      | 20/7      | 20/7      |
| <b>T5</b>                            |           |           |           |           |           |           |           |
| T5 Terminal Manager                  | OFF       | 0600-1500 | 0600-1500 | 0600-1500 | 0600-1500 | 0600-1500 | OFF       |
| T5 Duty Manager (3)                  | 20/7      | 20/7      | 20/7      | 20/7      | 20/7      | 20/7      | 20/7      |
| <b>T1.5</b>                          |           |           |           |           |           |           |           |
| T1.5/TBIT-W Terminal Mngr.           | OFF       | 0600-1500 | 0600-1500 | 0600-1500 | 0600-1500 | 0600-1500 | OFF       |
| T1.5 Duty Manager (3)                | 20/7      | 20/7      | 20/7      | 20/7      | 20/7      | 20/7      | 20/7      |
| <b>TBIT West &amp; TBIT Far West</b> |           |           |           |           |           |           |           |
| TBIT-W Duty Manager (3)              | 20/7      | 20/7      | 20/7      | 20/7      | 20/7      | 20/7      | 20/7      |
| <b>ARCC Sta</b>                      |           |           |           |           |           |           |           |
| ARCC Manager                         | OFF       | 0600-1500 | 0600-1500 | 0600-1500 | 0600-1500 | 0600-1500 | OFF       |
| ARCC Manager on Duty (3)             | 20/7      | 20/7      | 20/7      | 20/7      | 20/7      | 20/7      | 20/7      |
| <b>Equipment Staff</b>               |           |           |           |           |           |           |           |
| PBB SME                              | OFF       | 0800-1700 | 0800-1700 | 0800-1700 | 0800-1700 | 0800-1700 | OFF       |
| PBB Equipment Manager                | 1000-1900 | 1200-2100 | 1200-2100 | 1200-2100 | OFF       | OFF       | 1000-1900 |
| BHS SME                              | OFF       | 0800-1700 | 0800-1700 | 0800-1700 | 0800-1700 | 0800-1700 | OFF       |
| BHS Equipment Manager                | 1000-1900 | OFF       | OFF       | 1200-2100 | 1200-2100 | 1200-2100 | 1000-1900 |
| <b>Support Staff</b>                 |           |           |           |           |           |           |           |
| Process & Safety Manager             | OFF       | 0800-1700 | 0800-1700 | 0800-1700 | 0800-1700 | 0800-1700 | OFF       |
| IT Manager                           | OFF       | 0800-1700 | 0800-1700 | 0800-1700 | 0800-1700 | 0800-1700 | OFF       |
| <b>Gating Center</b>                 |           |           |           |           |           |           |           |
| Administrative Supervisor            | OFF       | 0700-1530 | 0700-1530 | 0700-1530 | 0700-1530 | 0700-1530 | OFF       |
| Gating Coordinator                   | 24/7      | 24/7      | 24/7      | 24/7      | 24/7      | 24/7      | 24/7      |
| <b>Operations Dispatch Center</b>    |           |           |           |           |           |           |           |
| Administrative Supervisor            | OFF       | 0700-1530 | 0700-1530 | 0700-1530 | 0700-1530 | 0700-1530 | OFF       |
| Ops. Center Dispatcher               | 24/7      | 24/7      | 24/7      | 24/7      | 24/7      | 24/7      | 24/7      |



Daily Operations Management Plans are provided in **Section 2.1.6(A)(ii)** to illustrate how TBITEC intends to manage the CU Services in each terminal, including daily scheduled coverage.

### 2.1.5(C) Day-to-Day Operations Communication/Monitoring Plan

TBITEC recognizes the critical importance of an effective communications plan for any operation. This is especially true for the current common use operation, where the environment is dynamic and fast paced and a significant stakeholder group depends on TBITEC to keep mission-critical equipment and infrastructure available at all times while consistently delivering professional and reliable services. As required by the Scope of Work, **TBITEC will consolidate the current T5 Gating Center and T1.5 Dispatch Center into one Operations Center operating 24/7 to act as the central hub for CU Services** within the first 180 days of the new agreement.

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#### A TRUSTED PARTNER: ARCC MANAGER ON DUTY

Recognizing the immense scale of LAX, the volume of daily activities, and the critical nature of coordinating timely and accurate communications among the Airport's hundreds of stakeholders, LAWA established a strategic goal to staff the ARCC with seasoned individuals from each major Airport department, including operations, fire, safety, security, TSA, and TBITEC, among others. In response to this request, TBITEC mobilized an ARCC MOD Team to facilitate the timely exchange of accurate information among the TBITEC operations team, LAWA, and other key stakeholders. This efficient flow of vital, real-time information between TBITEC and the ARCC is essential to safe, efficient, and secure operations at LAX. TBITEC collaborated with LAWA to develop a practical plan of action and implemented this new division seamlessly in November 2022.

The goal of our communication plan will be to build, maintain, and advance relationships with the Airport's stakeholders and to showcase LAX and LAWA in the most favorable light with the

community, airport commissioners, city council officials, and the mayor.

TBITEC's communication plan will address internal communication, external inbound communication, and external outbound communication. Other considerations will be afforded for special and ad hoc cases, such as distribution of urgent communication and treatment of confidential/sensitive communications, among others. We will also look for opportunities to leverage push communication strategies (direct outreach) and pull communication strategies (e.g., billboards, online data repositories) as appropriate to streamline and improve communication. Our plan will employ a variety of tools, techniques, and artifacts, such as SOPs, software/online services, reports, canned messaging, email, and interactive communication (e.g., meetings, presentations).

#### 2.1.5(C)(i) Internal Coordination Meetings & Tools

TBITEC understands that effective communication starts with structured internal communication. We recently coordinated a communications training program for all ASG staff and supported revised schedules for ASG's Management Team to (1) conduct quality turnovers on a daily basis; and (2) to allow the group to convene regularly. TBITEC internal communications begins with a daily kick-off meeting between the Director of Operations and the Terminal Managers. This 30-minute daily briefing provides a valuable opportunity to discuss the day's plan, incidents, risks, and issues from the previous day(s), provide status updates on equipment and projects, align priorities, and identify roadblocks. The Director of Operations will update the Managing Director, Executive Director, or other key parties as necessary.

Based on the daily plan or emergent situations, Terminal Managers will generally communicate *down* to Duty Managers via email due to differences in duty schedules. This ensures that information flows seamlessly to the intended



recipient regardless of shift or days off. Information is communicated *up* to Terminal Managers from Duty Managers primarily via a daily shift report or real-time status updates as appropriate. Terminal Managers are expected to review shift reports in each morning in advance of the daily kick off meeting with the Director of Operations so that they are prepared to brief the team as necessary. Terminal Managers may also review Dispatch call logs, work orders, and other reports.

Duty Managers are expected to observe the operation through MBWA and to communicate with vendors on a daily basis. More formal vendor performance reviews are held with each service provider no less than monthly to discuss important matters and strategy and to address issues with performance. The goal of these reviews is to improve service. Information discussed in these meetings is shared with other managers at daily shift turnover and with Terminal Managers via direct discussion or email.

### 2.1.5(C)(ii) Engaging with LAWA & Key Stakeholders

TBITEC acknowledges that the selected Contractor will serve as an extension of LAWA and will be expected to maintain strong lines of communication not only with LAWA, but with all key stakeholders. Given the magnitude of the CU Services, the size of the stakeholder group, and the range of varied interests, a variety of communication methods will be employed that will include written reports, emails, letters, memos, status boards, safety bulletins, trainings, meetings, and presentations. Like internal communications, methods of outbound communication to the community may vary depending on the subject, urgency, and sensitivity. Inbound communications will be centralized via the Operations Center.

Regarding communication with LAWA, TBITEC regularly meets with various departments on a wide range of subjects. TBITEC has a well-established cadence for reoccurring meetings

between LAWA and other stakeholders, including weekly leadership meetings, biweekly administrative meetings, weekly technology calls, security meetings, bi-weekly power-reliability calls, and other ad-hoc/project meetings. TBITEC also engages the community as part of the LAWA Common Use Consultative Governance Structure (as illustrated in **Section 2.1.4(A)(vii)**) for the purpose of addressing and mitigating any issues from LAX airlines and stakeholders. We will continue to attend, chair, or participate in the various governance meetings necessary to coordinate communications for the CU Services, or as requested by LAWA.

**TBITEC will continue to serve as a strategic partner to LAWA** in developing policy and continuous improvement recommendations for the CU Services, including communications. We will be responsible for ensuring that our operations and those of the CU Service subcontractors are aligned with the goals and objectives established by LAWA. We will coordinate all work with any impacted groups such as LAWA, airlines, federal agencies, service providers, and others.

### Software & Resources

TBITEC and our contractors presently employ a variety of software and hardware solutions to facilitate efficient communications across the organization. TBITEC and most service providers rely on a TBITEC-provided radio system to facilitate real-time interactive communications and using cellular phones as back up devices. Our employee screening vendor uses handheld tablets to quickly relay information/trouble calls to/from field staff and to accurately capture important information to be imported into the appropriate database. Our dispatch and gating centers are staffed 24/7 and use electronic tools to capture calls and requests. Broad distribution social platforms, such as Google Chats have been used to efficiently facilitate simple bidirectional communication with the community.

TBITEC proposed ERP system, Veoci (as described in **Section 2.1.7**), allows us to consolidate a variety of data under a single platform, which also streamline communications via a variety of automated workflows and manual messages that can be pushed out to relevant parties by email or text.

## 2.1.5(D) Completing the Subcontract Assessment

TBITEC has managed and **built strong working relationships with each of the subcontractors supporting the delivery of the CU Services**, and is familiar with associated scopes, cost models, performance areas, contract expiration dates, challenges, and the areas for improvement and/or optimization. This familiarity will be useful in completing the subcontract assessment. To complement our understanding, TBITEC will engage LAWA, vendors, airlines, and/or other

stakeholders to discuss and clarify goals, benchmarks, and areas for improvement.

### 2.1.5(D)(i) A Head Start on the Subcontract Assessment

TBITEC will work closely with LAWA to complete the Subcontract Assessment and mobilize the restructuring plan within the first 12 months of the new agreement. Upon completion of the Subcontract Assessment, TBITEC will develop and present the Restructure Plan that includes our Inclusivity Plan (as described in **Section 2.1.5(E)**).

To assist with this effort, we'll leverage a scope responsibility matrix that we created in 2022 TBITEC. This tool will help the group holistically assess the scope of the CU Services, as opposed to viewing service delineations through the current lens. Looking at the services in this manner will help to facilitate productive discussions that consider services provided in all terminals.

|   | TBITEC | Terminal 1.5 | Terminal 5 | TBITEC West Gates |
|---|--------|--------------|------------|-------------------|
| <b>Ramp Services</b>                              |        |              |            |                   |
| <b>Ramp Striping</b>                              |        |              |            |                   |
| Airline Ground Service Equipment                  |        |              |            |                   |
| Aircraft Safety Envelope                          |        |              |            |                   |
| Bagroom roadways                                  |        |              |            |                   |
| Vehicle Service Road                              |        |              |            |                   |
| Movement Areas (Taxiways & Taxilanes)             |        |              |            |                   |
| GIS Drawings System Maintenance                   |        |              |            |                   |
| Gate Scheduling                                   |        |              | ✓          |                   |
| Gate Control                                      |        |              | ✓          |                   |
| Remote Aircraft Remain Overnight (RON) Scheduling |        |              |            |                   |
| Ground Handling (Pushback/Marshaling/Lav)         |        |              |            |                   |
| Provisioning Catering                             |        |              |            |                   |
| Baggage Handling                                  |        |              |            |                   |
| Intetrline Baggage Transfer (BHS-to-BHS)          |        |              |            |                   |
| <b>Cabin Services</b>                             |        |              |            |                   |
| Overnight Aircraft Cleaning                       |        |              |            |                   |
| PBB Ramp Pressure Washing                         | ✓      |              | ✓          | ✓                 |
| Sort Pier Bag Room Scrubbing                      | ✓      |              | ✓          | ✓                 |
| Ramp Bag Drop Area Sweeping                       | ✓      |              | ✓          | ✓                 |
| Ramp Control                                      |        |              |            |                   |
| <b>Passenger &amp; Terminal Services</b>          |        |              |            |                   |
| Wheelchair Services                               |        | ✓            |            |                   |
| Passenger Assistance                              |        |              |            |                   |
| FIS Passenger Baggage Assistance                  | ✓      |              |            |                   |
| FIS Claim Unit Offload                            | ✓      |              |            |                   |
| FIS Trash Removal Services                        | ✓      |              |            | ✓                 |
| Ticket Verification                               | ✓      | ✓            | ✓          |                   |
| Bus Shunting                                      | ✓      | ✓            | ✓          | ✓                 |
| Crowd Control                                     | ✓      | ✓            | ✓          |                   |
| Information Desk                                  |        |              |            |                   |
| Lost & Found Desk                                 |        |              |            |                   |
| Sky Cap Services                                  | ✓      |              |            |                   |
| Curbside Porter Assistance                        | ✓      |              |            |                   |
| Terminal Courtesy Shuttle                         |        |              |            | ✓                 |

Figure 2.1.5-3: Scope Responsibility Matrix





To undertake the full Subcontract Assessment, **TBITEC will work collaboratively with the LAWA Contract Administrator to clarify goals, objectives, and the desired outcomes for the effort.** We expect these assessments to review each scope in detail and the current delineation between contracts to determine how service delivery models can best be optimized for efficiency, economies of scale, ease of management, flexibility, responsiveness, and scalability to account for future expansion of the CU Services in both new and existing facilities.

We will also begin collaborative discussions with LAWA to review and validate the wraparound solicitation document, ensuring that the document form and proposed form of agreement are in line with allis current, including versions of law with all documents, rules, regulations, and guidelines. xBE goals will be fully incorporated into documents as appropriate. This preemptive effort will ensure that TBITEC is prepared to hit the ground running, upon approval of the Subcontract Assessment and the Restructure Plans.

### Prioritizing the Effort

Our review will begin starting with service contracts expiring first and those with an annual value of greater than \$500,000 will be given top priority followed by regularly provided services with contract values under \$500,000 and finally on-call services. Regardless of the priority, we will maintain the timeline. Throughout the process, we will maintain a strict focus on the objectives outlined in its Subcontractor and Supplier Vision, Strategy, and Procurement Guidelines. Our approach to complying with LAWA's procurement guidelines is provided in **Section 2.1.5(F)**.

### 2.1.5(D)(ii) An Organizational Structure that Supports the Assessment

TBITEC has incorporated a Procurement & Contract Compliance Manager (PACC Manager) into our proposed organizational structure in recognition of the importance of the Subcontract Assessment, the Restructure Plan, the xBE

requirements to be implemented, and procurement as a whole. The PACC Manager will spearhead the Subcontract Assessment, with strong support from the Managing Director, Director of Operations, Controller, Terminal Managers, Equipment Managers, Duty Managers, and others to evaluate the current scopes, ensure scopes are complete and correct, and to test and challenge assumptions.

**The PACC Manager will play a key role delivering a practical plan to improve the delivery of the CU Services by reorganizing and aligning the services to reliably meet current demand and prepare for future expansion of services.** S/he will organize services into major groups, such as maintenance services, passenger assistance services, and technology services, to streamline the effort and may convene one or more working groups to review scopes and develop a recommendation to streamline services.

Our assessment will begin by collecting all scopes and determining if the present scopes, as written, are complete, unambiguous, and include suitable KPIs/SLAs. We will look to clarify and modify language that does not accurately reflect the service's intent or goals. We will also identify services where special consideration may be necessary due to proprietary systems or existing infrastructure (e.g., VDGS support, portions of the ICS system, technology services). We will consider the current expiration dates and the magnitude of each service (both now and as future terminals and services come online) in prioritizing our efforts.

TBITEC will provide recommendations to LAWA, along with the reasoning for review and approval. TBITEC will also meet with LAWA to present the recommendation and, upon approval, will develop a detailed Restructure Plan.

### 2.1.5(E) The Restructure Plan

The comprehensive Restructure Plan will focus on fully planning and executing the approved realignment of services. The plan will summarize



the Subcontract Assessment focusing on the proposed changes from the current structure, redefined scopes of work, a transition/procurement timeline, and clear objectives, deliverables, and outcomes.

The Restructure plan will also include pertinent details for each planned new contract, to include a final scope and proposed solicitation timelines. TBITEC will prepare a standard procurement timeline template to be used for each proposal (shown below) as well as an overview of

anticipated milestones (e.g., RFP release dates, contract start dates).

TBITEC expects to propose a timeline that provides some separation between the expiration dates for major contracts. The aim of this recommendation is to assure sufficient time for procurement teams to conduct a quality solicitation while simultaneously reducing risk associated with a mass expiration of contracts within a short window.

| Milestone | Task   | Duration | Start Date                  | End Date                |
|-----------|--|----------|-----------------------------|-------------------------|
| ◆         | Contract Start Date                                      | -        | Friday, October 3, 2025     | -                       |
|           | Employee Onboarding and Badging / CSP Clearance          | 60 Days  | Monday, August 4, 2025      | Friday, October 3, 2025 |
|           | Complete LAWA / TBITEC Requirements                      | 30 Days  | Saturday, July 5, 2025      | Monday, August 4, 2025  |
|           | Final Negotiations / Contracting                         | 15 Days  | Friday, June 20, 2025       | Saturday, July 5, 2025  |
| ◆         | Issue Award / Notice to Proceed                          | 00 Days  | Friday, June 20, 2025       | Friday, June 20, 2025   |
| ◆         | LAWA Approval  | 00 Days  | Friday, June 20, 2025       | Friday, June 20, 2025   |
|           | LAWA Review & Comment Period                             | 10 Days  | Tuesday, June 10, 2025      | Friday, June 20, 2025   |
|           | Present Recommendation to LAWA                           | 01 Days  | Monday, June 9, 2025        | Tuesday, June 10, 2025  |
|           | Evaluation Committee Final Deliberations                 | 10 Days  | Friday, May 30, 2025        | Monday, June 9, 2025    |
|           | Short-List Interviews                                    | 05 Days  | Sunday, May 25, 2025        | Friday, May 30, 2025    |
|           | Evaluation Committee Review Period & Follow Up Questions | 10 Days  | Thursday, May 15, 2025      | Sunday, May 25, 2025    |
| ◆         | Vendor Proposals Due                                     | 00 Days  | Thursday, May 15, 2025      | Thursday, May 15, 2025  |
|           | Vendors Finalization of Proposals                        | 10 Days  | Monday, May 5, 2025         | Thursday, May 15, 2025  |
| ◆         | Answers due from TBITEC to Proposers                     | 00 Days  | Monday, May 5, 2025         | Monday, May 5, 2025     |
|           | TBITEC Question Review Period & Prepare Answers          | 10 Days  | Friday, April 25, 2025      | Monday, May 5, 2025     |
| ◆         | Proposer Questions Due                                   | 00 Days  | Friday, April 25, 2025      | Friday, April 25, 2025  |
|           | Proposer Review and Question Period                      | 10 Days  | Tuesday, April 15, 2025     | Friday, April 25, 2025  |
| ◆         | Pre-Bidders Conference                                   | 00 Days  | Tuesday, April 15, 2025     | Tuesday, April 15, 2025 |
|           | Advertisement Period                                     | 10 Days  | Saturday, April 5, 2025     | Tuesday, April 15, 2025 |
| ◆         | Publish Proposal   | 00 Days  | Saturday, April 5, 2025     | Saturday, April 5, 2025 |
| ◆         | LAWA Approval of Solicitation Form                       | 02 Days  | Thursday, April 3, 2025     | Saturday, April 5, 2025 |
|           | Updates per LAWA   | 02 Days  | Tuesday, April 1, 2025      | Thursday, April 3, 2025 |
|           | LAWA Review & Comment Period                             | 10 Days  | Saturday, March 22, 2025    | Tuesday, April 1, 2025  |
|           | Drafting Period  | 15 Days  | Thursday, February 20, 2025 | Friday, March 7, 2025   |

Figure 2.1.5-4: Standard procurement timeline template

The Restructure Plan will also include our small business and inclusivity plan that complies with LAWA's mandatory minimum required BE program requirement of 25% xBE, (as described in **Section 2.1.9** below). TBITEC will present the proposed Restructure Plan to the LAWA Contract Administrator or designee and LAWA Management staff, and upon prior approval will mobilize the process to begin reprocurring services.

### 2.1.5(E)(i) Implementing the Restructure Plan

Upon approval of our Restructure Plan, TBITEC will begin the prioritized execution of the plan. Priority will be given to services which are tied to expiring contracts, large/complex scopes, or where the transition of providers is expected to be difficult. This will allow ample time for a quality solicitation process. We also recommend publishing a five-quarter buying plan on the

TBITEC website. This rolling five-quarter buying plan will provide potential sellers with advanced notice of upcoming opportunities to allow ample time for planning and team building. TBITEC will make every effort to advertise opportunities publicly to maximize the response by qualified sellers. We will also participate in LAWA outreach events, (e.g., 'Meet the Buyer', matchmaking, Doing Business with LAWA) as requested.

TBITEC will manage subcontractor contracts in accordance with LAWA's guidelines and in

compliance with all applicable local, state, and federal regulations. TBITEC will conduct a competitive procurement process in which scope, staffing, pricing, compliance, performance, and management will be evaluated by an impartial evaluation committee. **We will award contracts to the responsive and responsible proposer that is most advantageous to LAWA and presents the overall best value to the Airport.** All contracts with subcontractors and suppliers will contain provisions making them assignable directly to LAWA.

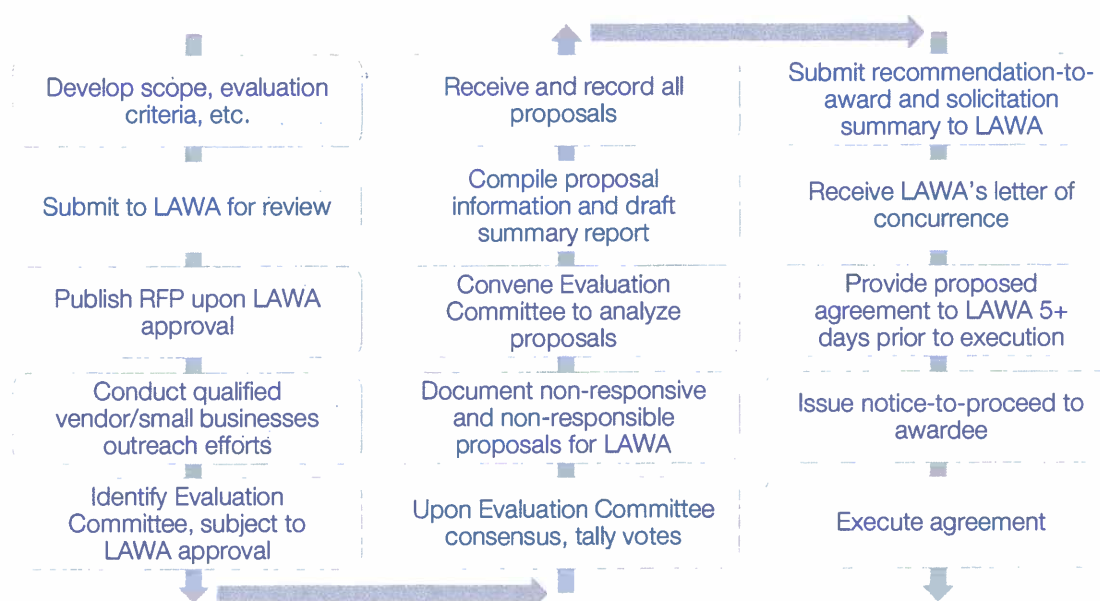


Figure 2.1.5-5: Understanding LAWA's procurement process

## 2.1.5(F) Experience Procuring, Awarding, & Managing Contracts

The TBITEC Management Team brings **extensive experience procuring, awarding, and managing service contracts. This experience includes procuring all CU Services at LAX and on behalf of LAWA.** Each of the CU Services to be resolicited was originally procured and is currently managed by TBITEC. In addition to TBITEC's long history of successfully procuring and managing these same services at LAX, our Management Team also brings extensive experience and best practices from around the United States. TBITEC will follow

the law and applicable airport regulations when procuring services and is committed to establishing and following a fair and transparent procurement process in full accordance with all LAWA regulations, policies, and guidelines.

### 2.1.5(F)(i) Managing Contracts & Overseeing the Assigned Staff

TBITEC will be responsible for ensuring that vendors comply with applicable administrative requirements in the CU Service Agreement between TBITEC and LAWA. TBITEC will request approval from the LAWA Contract Administrator or designee in writing of any amendment, revision, or

extension to a subcontractor agreement, and will only revise such upon LAWA's approval.

## 2.1.5(G) Budgeting & Expenditures

Our Controller will be responsible for the day-to-day financial management, including developing financial procedures, establishing financial controls, developing, and monitoring budgets, auditing vendor invoices, paying vendors, invoicing and collecting monies, preparing financial reports, and maintaining the integrity of the accounting records according to GAAP.

The Managing Director will collaborate with the Controller to validate existing financial procedures and controls (or modify/develop new procedures as necessary) to provide efficient and transparent accounting and financial reporting services to LAWA. Processes and procedures include, but will not be limited to, capturing, tracking, and reporting on carrier use of facilities and equipment, invoicing, budgeting, collecting monies, making deposits, and paying vendors.

TBITEC recognizes that LAWA operates on a fiscal year basis beginning July 1 of each year and ending on June 30 of the following year. We understand that LAWA anticipates the new contract will take effect as close as possible to the start of a fiscal year, and are ready to work with LAWA to achieve this timeline. Each year thereafter, TBITEC will submit to LAWA an annual draft budget no later than January 1 of each year

for the following fiscal year (our first draft of the 2025 budget was submitted in November).

The draft budget will be reviewed by LAWA, and TBITEC will work with LAWA to modify the budget as required until LAWA concurs with the budget plan. TBITEC will present the budget in various formats to the preferences of different LAWA Divisions capturing different CU Service components as necessary.

### 2.1.5(G)(i) Implementing Sound Fiscal Controls for each Subcontractor

TBITEC presently uses zero-based budgeting for much of our annual budgeting process. TBITEC will validate our expense review and approval SOPs for each awarded contract. Monthly invoices will be audited prior to submitting to LAWA for approval. Approved contract expenditures will be tracked and tallied against fiscal budgets as well as contractual budgets.

Each vendor's expenses will be recorded in a contract "burn down" chart for tracking and reporting purposes. The Managing Director and Controller will regularly meet with Terminal Managers and Equipment Managers to review financial performance and update projections as appropriate. Monthly reports will be generated that clearly depict the monthly performance, expenses fiscal year to date (FYTD) and remaining projections for the current fiscal year with year-end forecasts.

| 2022-23 O&M (Direct) Expense Budget Summary |           |                  |  | 09-Sep    |                  |           |                 | 09-Sep FYTD |                   |           |                   | Remaining Budget |                  |           |                   | Remaining Projections |                   |           |                | Projected YE |                   |           |                | Projected YE Variance |                |           |                |
|---|-----------|------------------|--|-----------|------------------|-----------|-----------------|-------------|-------------------|-----------|-------------------|------------------|------------------|-----------|-------------------|-----------------------|-------------------|-----------|----------------|--------------|-------------------|-----------|----------------|-----------------------|----------------|-----------|----------------|
| FYTD Summary By Category                    |           |                  |  | Budget    | Actual           | Variance  |                 | Budget      | Actual            | Variance  |                   | Budget           | Actual           | Variance  |                   | Budget                | Actual            | Variance  |                | Budget       | Actual            | Variance  |                | Budget                | Actual         | Variance  |                |
| Baggage Services                            | \$        | 1,248,901        |  | \$        | 1,365,152        | \$        | 116,222         | \$          | 3,839,282         | \$        | 3,998,200         | \$               | 159,919          | \$        | 11,221,959        | \$                    | 11,381,878        | \$        | 159,919        | \$           | 15,988,078        | \$        | 159,919        | \$                    | 159,919        | \$        | 159,919        |
| Equipment Maintenance                       | \$        | 1,594,192        |  | \$        | 1,540,063        | \$        | (54,129)        | \$          | 4,810,444         | \$        | 4,612,555         | \$               | (197,890)        | \$        | 14,705,035        | \$                    | 14,667,145        | \$        | (37,890)       | \$           | 19,279,699        | \$        | (37,890)       | \$                    | (37,890)       | \$        | (37,890)       |
| Equipment Parts                             | \$        | 293,767          |  | \$        | 388,768          | \$        | 104,977         | \$          | 908,212           | \$        | 1,082,424         | \$               | 174,212          | \$        | 2,809,567         | \$                    | 2,809,567         | \$        | 0              | \$           | 4,001,993         | \$        | 4,001,993      | \$                    | 4,001,993      | \$        | 4,001,993      |
| GMO Services                                | \$        | 480,577          |  | \$        | 380,875          | \$        | (99,703)        | \$          | 1,120,881         | \$        | 890,179           | \$               | (230,708)        | \$        | 3,235,516         | \$                    | 3,064,808         | \$        | (170,708)      | \$           | 4,014,981         | \$        | (170,708)      | \$                    | (170,708)      | \$        | (170,708)      |
| IT/Phone Comm                               | \$        | 68,523           |  | \$        | 86,863           | \$        | 17,544          | \$          | 288,551           | \$        | 288,551           | \$               | 0                | \$        | 788,797           | \$                    | 788,797           | \$        | 0              | \$           | 888,797           | \$        | 888,797        | \$                    | 888,797        | \$        | 888,797        |
| Custodial Services                          | \$        | 498,257          |  | \$        | 414,743          | \$        | (83,514)        | \$          | 1,526,756         | \$        | 1,326,654         | \$               | (200,102)        | \$        | 4,732,995         | \$                    | 4,532,293         | \$        | (200,702)      | \$           | 5,558,949         | \$        | (200,702)      | \$                    | (200,702)      | \$        | (200,702)      |
| Terminal Service                            | \$        | 81,752           |  | \$        | 78,732           | \$        | (3,020)         | \$          | 245,257           | \$        | 288,868           | \$               | 43,611           | \$        | 687,579           | \$                    | 788,721           | \$        | 1,000,142      | \$           | 412,142           | \$        | 412,142        | \$                    | 412,142        | \$        | 412,142        |
| Maintenance Support Services                | \$        | 125,972          |  | \$        | 58,172           | \$        | (67,801)        | \$          | 371,916           | \$        | 189,969           | \$               | (181,947)        | \$        | 1,297,699         | \$                    | 1,115,749         | \$        | (181,947)      | \$           | 1,905,719         | \$        | (181,947)      | \$                    | (181,947)      | \$        | (181,947)      |
| Misc. Operating Expenses                    | \$        | 59,948           |  | \$        | 33,881           | \$        | (26,067)        | \$          | 161,839           | \$        | 95,585            | \$               | (66,254)         | \$        | 55,772            | \$                    | 318,737           | \$        | (262,965)      | \$           | 812,509           | \$        | (262,965)      | \$                    | (262,965)      | \$        | (262,965)      |
| Passenger Assistance Services               | \$        | 668,596          |  | \$        | 719,797          | \$        | 51,201          | \$          | 2,050,362         | \$        | 2,208,672         | \$               | 158,311          | \$        | 5,990,915         | \$                    | 6,084,226         | \$        | 93,311         | \$           | 8,287,898         | \$        | 93,311         | \$                    | 93,311         | \$        | 93,311         |
| Potential Winter Upkeep                     | \$        | 51,250           |  | \$        | 525              | \$        | (50,725)        | \$          | 93,750            | \$        | 875               | \$               | (92,875)         | \$        | 374,125           | \$                    | 281,250           | \$        | (92,875)       | \$           | 281,250           | \$        | (92,875)       | \$                    | (92,875)       | \$        | (92,875)       |
| Project                                     | \$        | 8,350            |  | \$        | -                | \$        | (8,350)         | \$          | 25,050            | \$        | -                 | \$               | (25,050)         | \$        | 100,200           | \$                    | 75,150            | \$        | (25,050)       | \$           | 75,150            | \$        | (25,050)       | \$                    | (25,050)       | \$        | (25,050)       |
| Security Services                           | \$        | 201,588          |  | \$        | 218,008          | \$        | 16,420          | \$          | 637,591           | \$        | 645,226           | \$               | 7,635            | \$        | 1,804,999         | \$                    | 1,882,899         | \$        | 77,900         | \$           | 2,477,893         | \$        | 77,900         | \$                    | 77,900         | \$        | 77,900         |
| Supplies                                    | \$        | 14,926           |  | \$        | -                | \$        | (14,926)        | \$          | 44,778            | \$        | 45,714            | \$               | 936              | \$        | 133,398           | \$                    | 174,474           | \$        | 40,076         | \$           | 220,188           | \$        | 40,076         | \$                    | 40,076         | \$        | 40,076         |
| <b>Total</b>                                | <b>\$</b> | <b>5,366,229</b> |  | <b>\$</b> | <b>5,319,936</b> | <b>\$</b> | <b>(46,293)</b> | <b>\$</b>   | <b>16,020,688</b> | <b>\$</b> | <b>15,677,823</b> | <b>\$</b>        | <b>(342,865)</b> | <b>\$</b> | <b>47,977,695</b> | <b>\$</b>             | <b>48,115,391</b> | <b>\$</b> | <b>137,696</b> | <b>\$</b>    | <b>63,792,414</b> | <b>\$</b> | <b>137,696</b> | <b>\$</b>             | <b>137,696</b> | <b>\$</b> | <b>137,696</b> |

Figure 2.1.5-6: Sample financial chart showing current month, YTD, and forecasted performance





## Use of Software

TBITEC will leverage the Sage 50 accounting software platform for all record keeping. Sage 50 is a robust accounting platform that includes all features to manage the financial affairs of the operation, such as accounting, invoicing, cash flow, inventory, and taxes.

We will also leverage the selected CMMS and a variety of other financial and operational tools to present complete, accurate accounting of expenditures in connection with providing the CU Services.

### 2.1.5(H) Training & Retaining Qualified Staff

**As a non-populated, Not-For-Profit, collaborative organization, TBITEC provides the most efficient and agile organizational structure to LAWA.** Our site-specific staffing plan for the CU Services prioritizes operational readiness and excellence while balancing organizational efficiency and cost containment. TBITEC also has the flexibility to complement our Management Team as needed to bring in specialist expertise for specific areas or phases of the Scope of Work.

#### 2.1.5(H)(i) Comprehensive Training & Continuous Development

In addition to our practice of recruiting accomplished team members, TBITEC's Management Team has a structured training program that begins when staff are first hired and continues throughout their tenure. Employees start their training regimens with a basic organizational orientation, with a particular emphasis on our commitment toward quality and safety. This is followed by a CU Services-specific component that will familiarize personnel with these facilities, equipment, systems, and overall operational environment.

## LOCAL EXPERTISE SUPPORT BY A NATIONWIDE POOL OF RESOURCES

TBITEC is uniquely positioned to draw upon the wide-ranging experience and skillsets of our Management Team's combined workforce of 850+ highly skilled and diversified personnel within and between their portfolio of airports to support the local LAX team. ASG can also deploy resources at any level within our organization to LAX as may be required.

Additionally, ASG, leverages a Learning Management System (LMS) to deliver training to all its employees around the country. The LMS offers more than 700 courses on topics such as safety, finance, conflict management, ethics, internet technologies, and cybersecurity. The LMS can also seamlessly incorporate training from sources such as FEMA, AAAE, OSHA, and the FAA, as well as customized material.

All future recruiting efforts will focus on attracting accomplished professionals, experienced in their respective disciplines, with industry exposure and a stakeholder-oriented management style. TBITEC is committed to recruiting the best talent, providing a proper onboarding and training regimen, and fully supporting the CU Services to deliver according to current and future needs.

TBITEC is committed to promoting full and equal opportunities. We will not discriminate against an employee, or an applicant for employment, based on race, color, religion, creed, sex, gender, orientation, marital or parental status, national origin, age, disability, military service, or other non-merit-based factors. All employees will pass a comprehensive background check in accordance with all LAWA badging requirements and maintain and follow throughout the term of this agreement, all LAWA's badging office requirements, rules, regulations and policies, both current and future. TBITEC will pay wages and, if applicable, comply with the Living Wage and Service Worker Retention Ordinances.



## Planning for the Future

TBITEC recognizes that the Scope of Work under the RFP is expected to expand in the future with the inclusion of new and existing facilities as those projects are completed or approved, such as services in Terminal 6, TBIT West Gates Concourse South in 2025, and Concourse 0 and Terminal 9 in 2027. This expanded scope introduces additional complexity to the operation by the way of coordinating new team functions across the growing facilities and equipment.

As these new facilities come online, TBITEC will add resources as identified in **Section 2.1.6**.

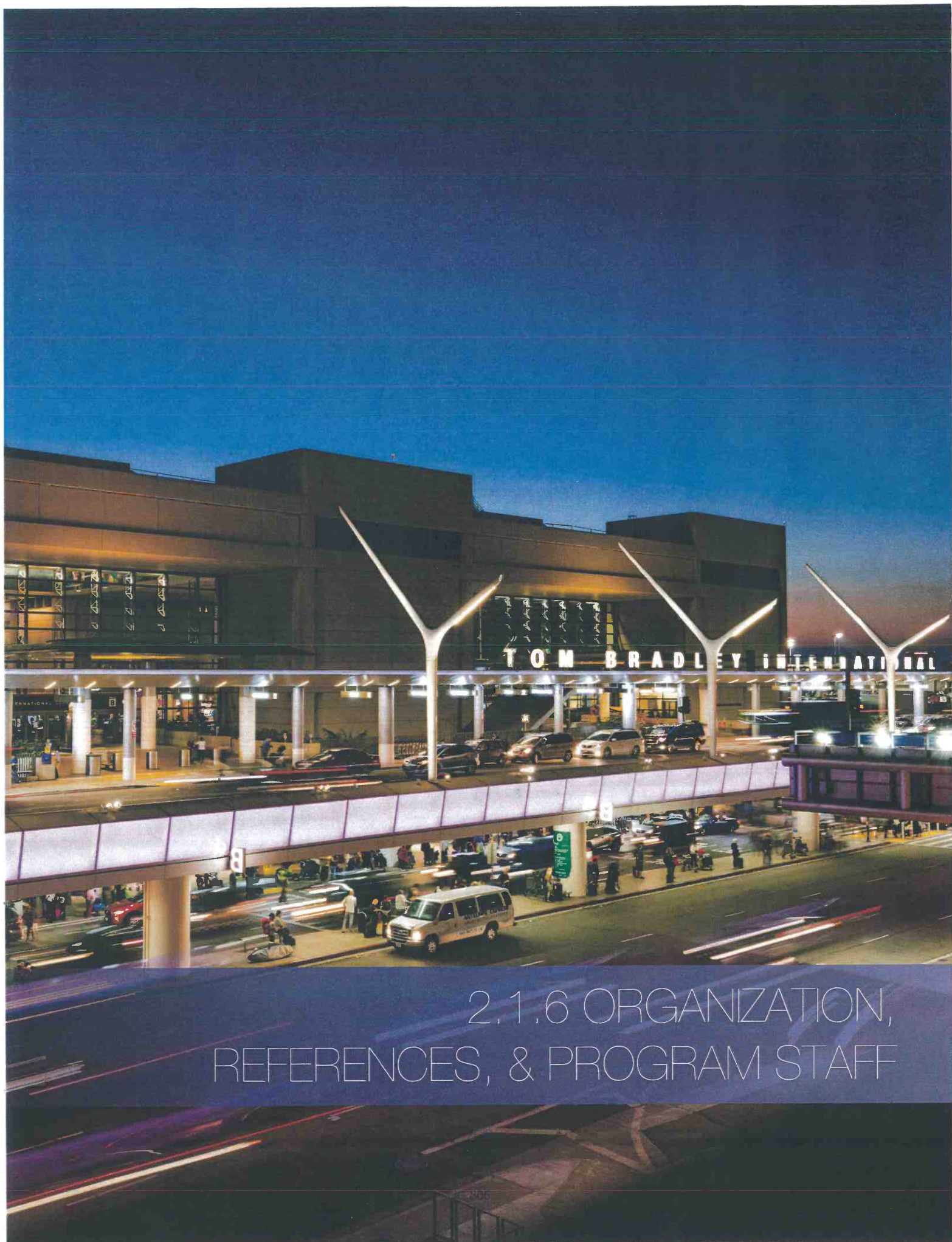
### 2.1.5(l) Transition & Mobilization Plan

Given TBITEC's current infrastructure, staffing, and position as the current entity managing the common use operation, risk associated with a potential transition will be greatly reduced. Having this hands-on knowledge of the commercial, operational, and relational requirements, and a core team that is already mobilized and organized on site, provides the basis for a seamless transition plan.

Rather than having to dedicate significant resources to the typical effort a new operator would need to take on in terms of reviewing existing data and conditions, working alongside the outgoing operator to observe and inspect services, facilities and equipment, and evaluating and transitioning existing staff, TBITEC can bypass much of the learning curve.

As such, we will **focus immediately on sourcing and onboarding new staff for the value-added roles we have included within our proposed organization and expanding the plans for the Subcontract Assessment and Restructure Plan, as well as other planned initiatives.**

Although it is not expected that TBITEC will assume any new responsibilities immediately, we will begin planning for TBIT West Gates Concourse South to be brought online, and also finalize plans to incorporate the identified additional staff into the operation.



## 2.1.6 ORGANIZATION, REFERENCES, & PROGRAM STAFF



## 2.1.6. ORGANIZATION, REFERENCES, & PROGRAM STAFF

TBITEC is committed to implementing a lean and responsive organizational structure to deliver the CU Services. Our team understands LAX's dynamic environment, and recognizes where the challenges lie today with regard to managing these services while balancing daily operations, meetings, committees, projects, emergent events, ad-hoc assignments, inspections, and a range of other critical tasks. Simply put—LAX is one of the largest airports in the world, the CU Services operation is expansive and demanding, the stakeholder group is both large and diverse, and there are many activities, large and small, that must be effectively executed and on schedule to keep bags, planes, and passengers moving freely and safely through our terminals.

### IDENTIFYING VALUE-ADDED POSITIONS TO EFFECTIVELY MANAGE THE CU SERVICES

Our approach to developing the proposed staffing model was to assess the effectiveness of the existing operational model and to identify opportunities for improvement. To this end, we have included several new value-added positions which we expect to greatly enhance the bandwidth of the Management Team, bring new talents in house, and adequately prepare to manage the future growth of the CU Services.

Key positions added to our existing staffing include a Director of Operations, Procurement and Contract Compliance Manager (PACC Manager), a Process and Safety Manager, and a Project Manager, in addition to the Equipment Subject Matter Experts and Equipment Managers required by the Scope of Work.

We are confident that that model we have proposed will allow us to successfully perform our duties and meet the requirements expeditiously, including the Subcontract Assessment and Restructure Plan. TBITEC and our partners will remain flexible and efficient in our approach to managing the CU Services to best meet the needs of LAWA and the Airport's stakeholders.

Further, given our extensive experience at LAX, we understand all duties associated with

successfully managing the daily affairs of the CU Services and are confident that the Management Team we have assembled, alongside our broader leadership, stand prepared to exceed LAWA's expectations. **Our proposed staffing model for each terminal can easily be reproduced or expanded to allow us to assume responsibility for new terminals and equipment as they come online without degrading service levels across the operation.** As such, we have provided projected staffing levels for each of the anticipated phases (as shown in the organizational chart in **Section 2.1.6(A)(i)** below).

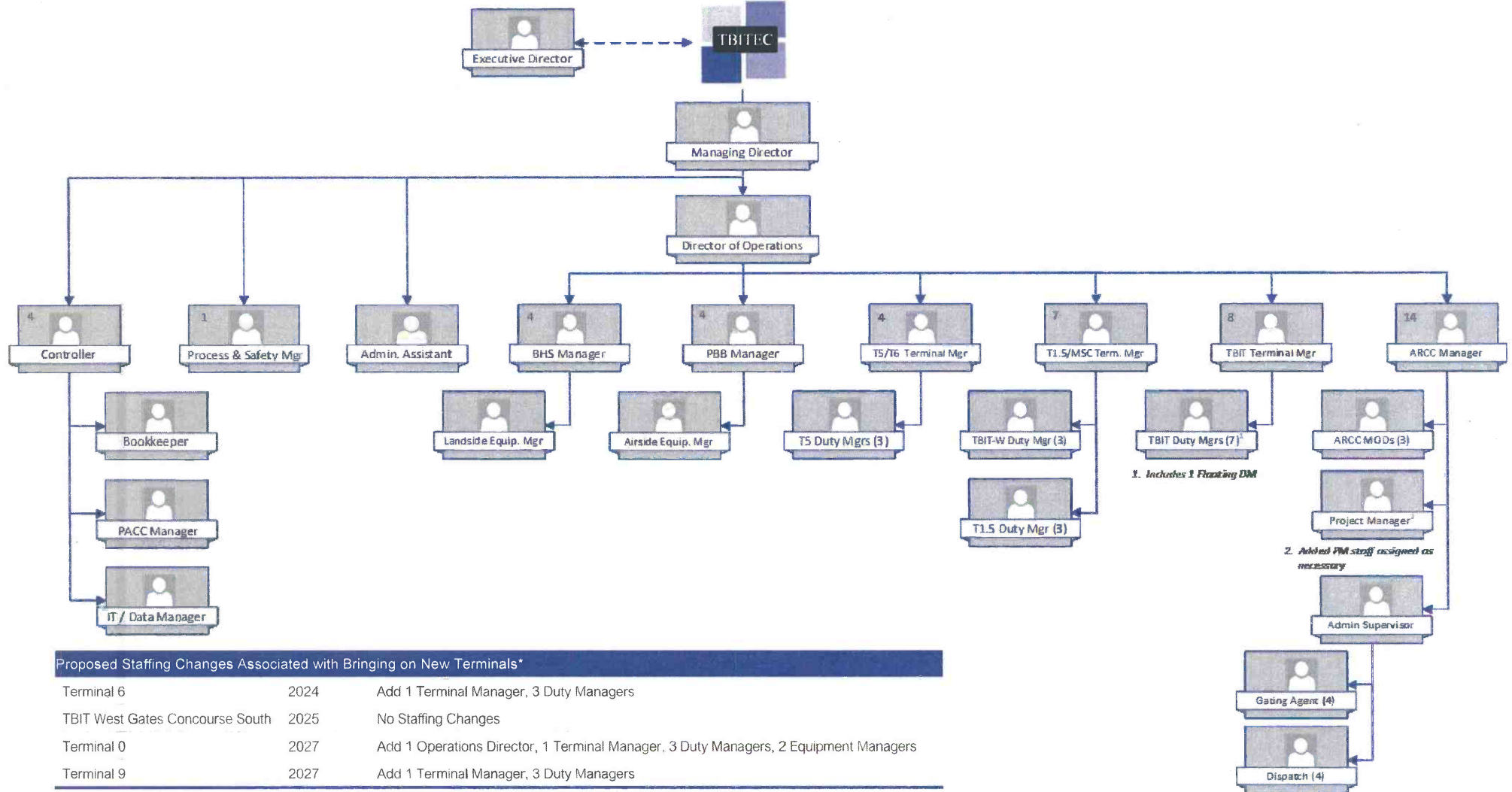
TBITEC will work in close coordination with LAWA, vendors, airlines, and other key stakeholders to maintain efficient staffing plans and schedules to meet the Airport's needs during normal operations, peak periods, and special/emergency situations. The PACC Manager and Project Manager roles will be evaluated after two years to determine if these roles continue to offer value.

### 2.1.6(A) Organizational Chart & Proposal Team Identification

TBITEC acknowledges the scope and understands the roles and responsibilities for each of the proposed positions. Proposed job descriptions are provided on the pages following our proposed organizational structure to manage the CU Services, as well as the Terminal-Specific Service Plans.

#### 2.1.6(A)(i) Organization Chart

The charts below illustrate how TBITEC intends to manage the CU Services at the outset. The table in the lower left corner illustrates how we anticipate staffing will change as new terminals come online.



\*The proposed staffing changes above are preliminary, and based on scope comparable to the scope of other existing terminals.

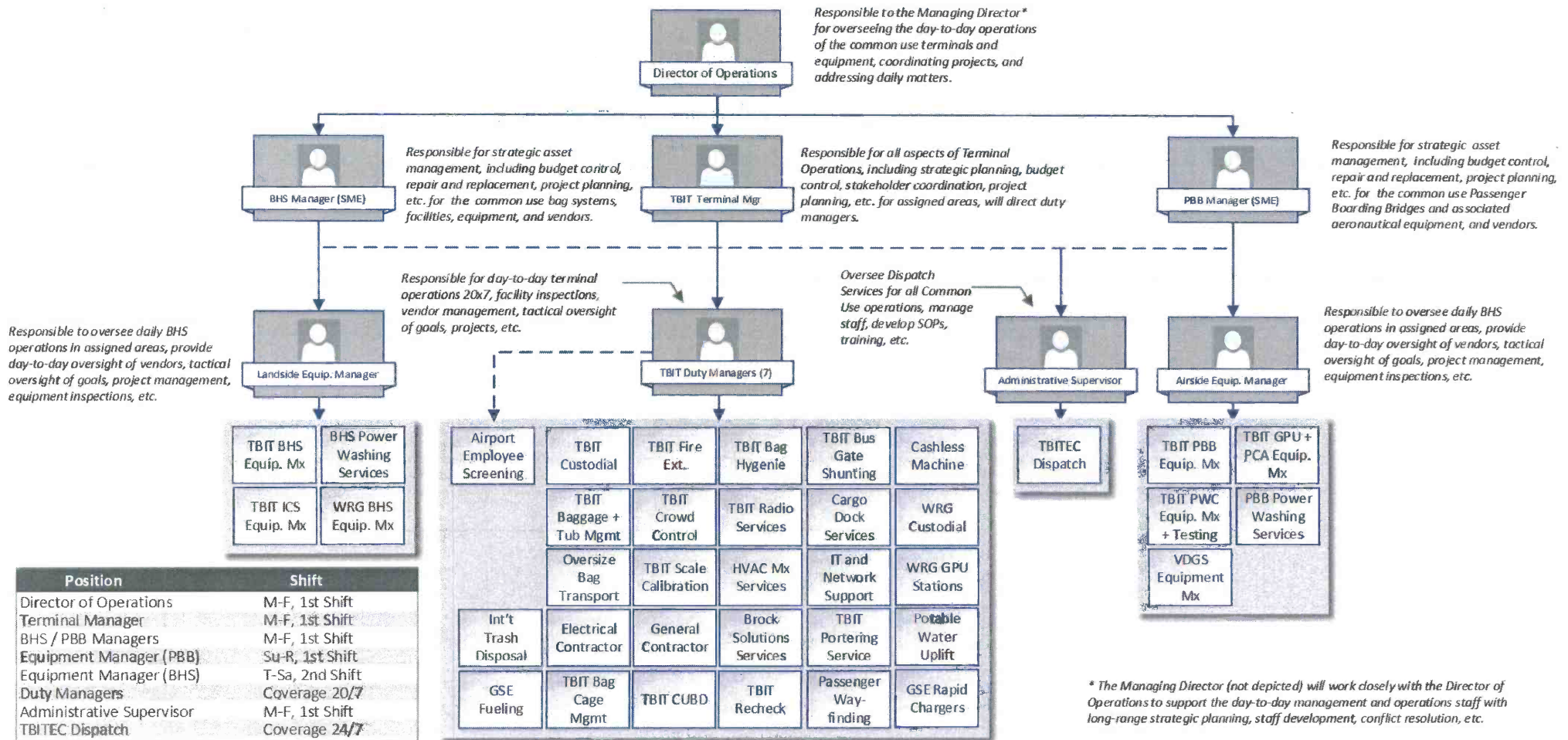




## 2.1.6(A)(ii) Daily Operations Management Plans

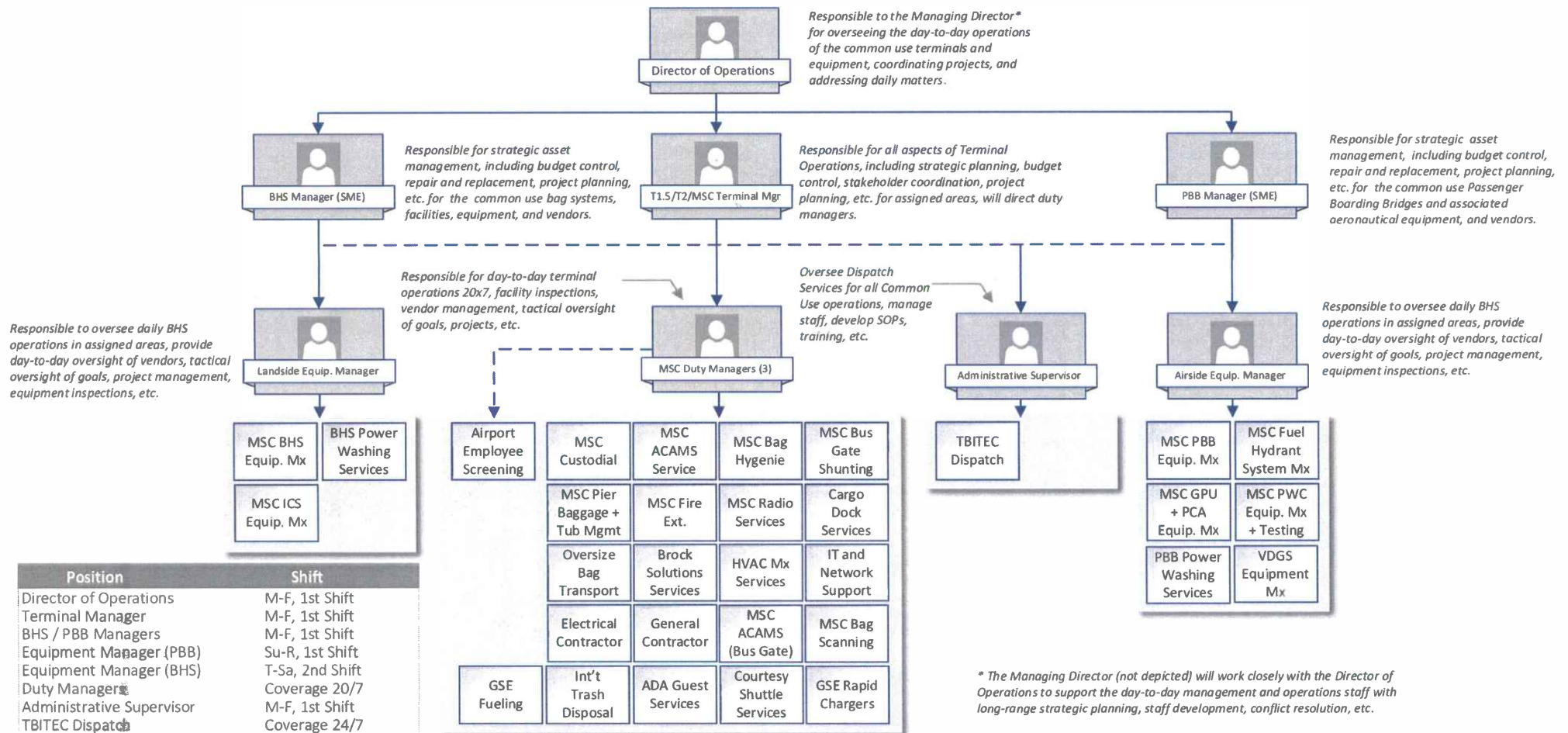
As noted in Section 2.1.5(B) the charts below illustrate how TBITEC intends to manage the CU Services in each terminal, including daily scheduled coverage according to our proposed staffing plan.

### TBIT Daily Operations Management Plan



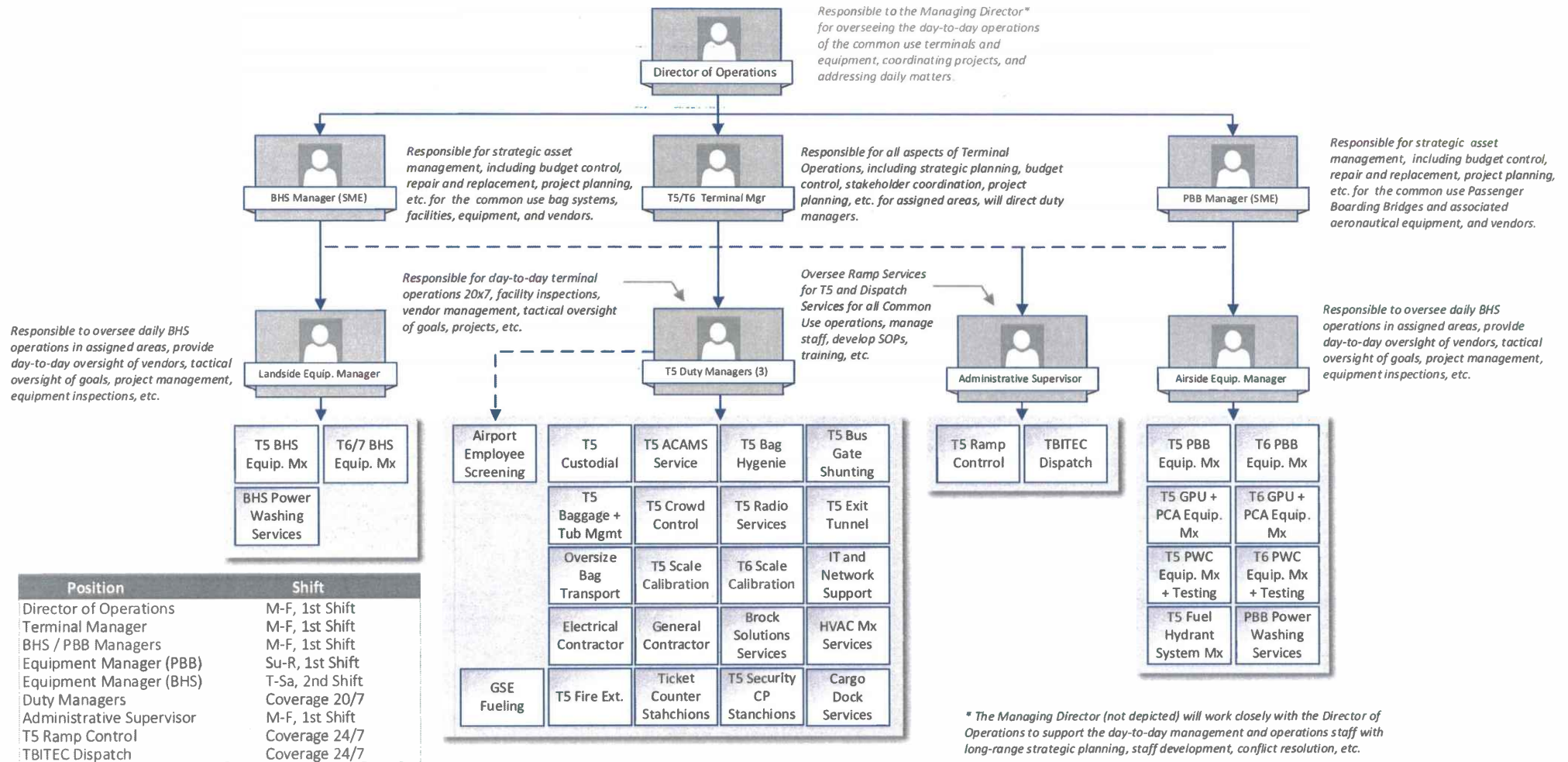


## Bradley West Gate Daily Operations Management Plan



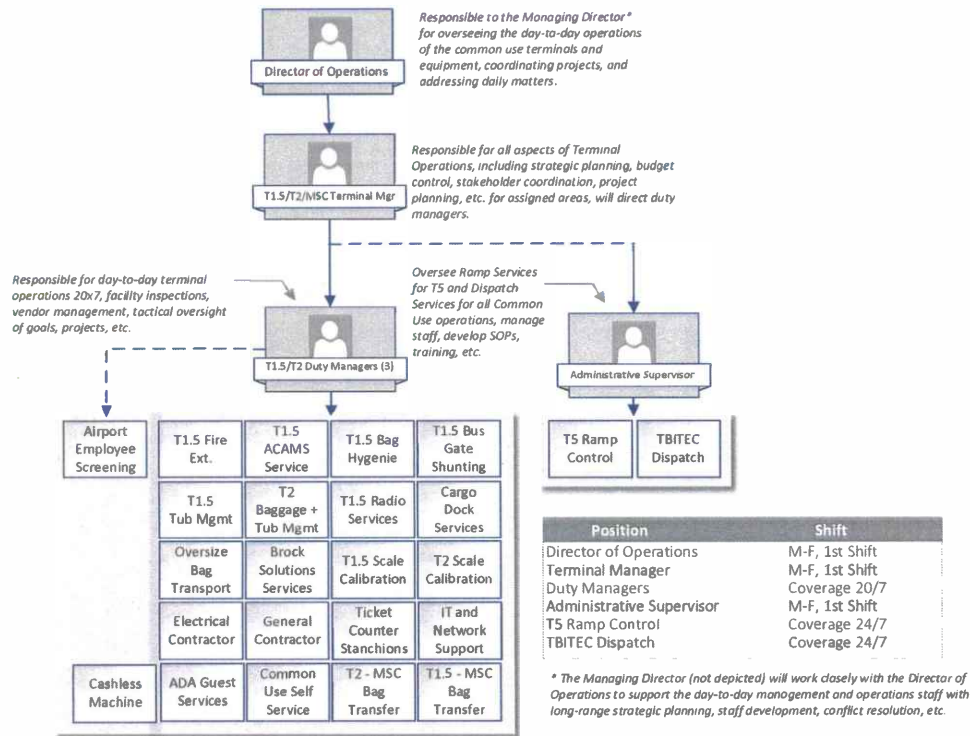


## Terminal 5 Daily Operations Management Plan

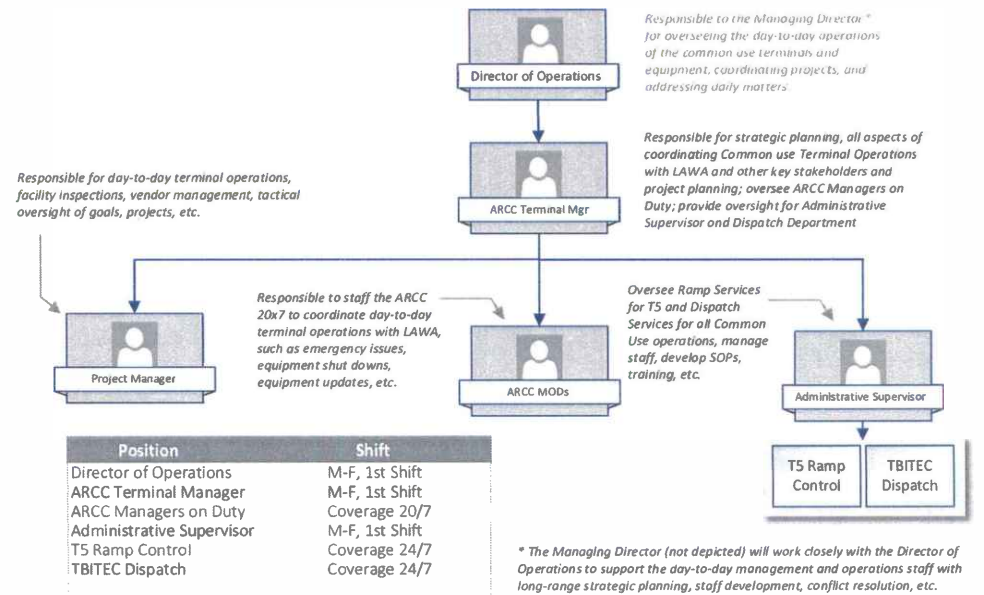




## T1.5 / T2 Daily Operations Management Plan



## ARCC Daily Operations Management Plan







## 2.1.6(A)(iii) Job Descriptions

### Executive Director | 1 Full-Time Position

The Executive Director will oversee TBITEC's corporate business strategy, vision, and business decisions in collaboration with the Management Team and the Board of Directors. The Executive Director will collaborate with key stakeholders to identify, define, and implement business plans and operational objectives. The Executive Director will play a key role in the success of the CU Services and will:

1. Monitor the overall operational and maintenance performance standards and deliverables, with oversight of all significant programs, projects, and services;
2. Monitor regulatory, safety, and legal requirements, while delivering the established governance programs and performance targets, both operational and the approved budget and related deliverables, established under all TBITEC contracts;
3. Represent and act on behalf of the TBITEC Executive Committee, including developing and maintaining strong business relationships with the airport authority, stakeholders, member and non-member airlines and the LAX community;
4. Prepare briefings and reports, collaborate with LAWA, TBITEC contractors on continuous improvement programs, contingency operations, and emergency programs;
5. Represent TBITEC's interests and forging strong and productive relationships with the Airport Authority, LAWA, the airlines, and the LAX community;
6. Oversee business efficiency and quality improvement opportunities, including process improvement initiatives;
7. Maintain continuous communication and business relationships with all levels of stakeholders to ensure the right levels of

operational support and training is made available; and

8. Participate in activities or programs at the request of TBITEC, LAWA or other stakeholders.

### Managing Director | 1 Full Time Position

Reporting directly to LAWA, the Managing Director will oversee the CU Services and will serve as LAWA's primary point of contact for all matters relating to the operation of the CU Services. The Managing Director will hold the ultimate day-to-day responsibility for the safe, efficient, and effective delivery of services as assigned. The Managing Director will work closely with all LAX stakeholders to build an effective working rapport, and will ensure that issues related to the CU services are documented and resolved on a timely basis. Working through the Director of Operations and vendor management teams, the Managing Director will be responsible for and will guide all aspects of the CU Services operation to include oversight and management of:

1. Assigned equipment, facility, and passenger services operations. Specifically, the Managing Director will:
  - › Collaborate with the Director of Operations to administer all CU Services vendor agreements and monitor the timely and effective performance of all contractual obligations;
  - › Oversee the safe and efficient operation and maintenance of the baggage handling system, passenger loading bridges, preconditioned air and ground power systems, potable water cabinets, common use terminal equipment, and other equipment and systems as may be assigned to TBITEC;
  - › Oversee the development and implementation of a preventative maintenance system, training, inventory control system, and quality assurance;



- › Oversee consolidated passenger service operations, implement training, continuous improvement, and quality assurance to optimize performance, reliability, and safety;
  - › Act as a liaison between TBITEC, LAWA, and the LAX stakeholder group including but not limited to member and non-member airlines, Airport staff, DHS, and other stakeholders as necessary.
2. Financial matters related to the transparent, sound, and efficient financial planning and operation of TBITEC in full compliance with all Generally Accepted Accounting Principles (GAAP) as defined by the Financial Accounting Standards Board (FASB). Specifically, the Managing Director will:
- › Collaborate with the Controller to oversee all financial matters relating to TBITEC budgets, receivables, expenses, record keeping, reporting, tax filings, and management of accounts;
  - › Track utilization information, including equipment statistics, aircraft operations, passengers, etc. as necessary to facilitate accurate billing;
  - › Oversee the development of operating and capital improvement budgets; and
  - › Establish and enforce effective financial controls and reporting systems.
3. Administrative and corporate duties and responsibilities required to ensure TBITEC is operated in full compliance with all LAWA requirements, DHS protocol, and all federal, state, and local laws. Specifically, the Managing Director will:
- › Collaborate with the Controller and corporate counsel to ensure compliance with all corporate obligations of TBITEC, including filing annual reports, conducting annual meetings, maintaining corporate documents and books, facilitating corporate resolutions, etc.;
  - › Act on behalf of LAWA to oversee the

PACC Manager in preparing and administering the public procurement of services and goods;

- › Oversee the preparation of monthly, quarterly, and annual management reports to support effective decision-making and maximize the efficiency of the CU Services;
- › Administer and maintain member, equipment access, and equipment use agreements, and other agreements;
- › Interact with legal counsel, accounting/ auditor personnel, and others engaged by TBITEC or LAWA, as necessary;
- › Coordinate and facilitate TBITEC Committee meetings, prepare corporate resolutions and maintain detailed and accurate company records; and
- › Ensure compliance with MBE/LBE/DBE programs as required.

The Managing Director will be available on a 24/7/365 basis, and at all times act in the best interest of (1) safety & security of the Airport and its occupants; (2) LAWA and TBITEC; (3) the airlines serving LAX; and (4) the traveling public, and will observe and obey all ethical and legal obligations entrusted in the position.

#### Director of Operations | 1 Full Time Position

Reporting directly to the Managing Director, the Director of Operations will supplement and assist the Managing Director in providing day-to-day oversight for the TBITEC operations teams (terminals, equipment, and ARCC) and ensure that all operational matters relating to the CU Services are responded to, tracked, and addressed.

The Director of Operations will provide direct supervision for the senior operations team, to include Terminal Managers, Equipment Managers, ARCC Manager, and vendors as necessary to ensure all services are delivered satisfactorily and in full compliance with LAWA guidelines. The Director of Operations will work closely with the LAX stakeholder group to foster effective working



relationships, strategically coordinate airline equipment maintenance and service operations, develop effective operating plans, and drive the organization's training and continuous improvement programs.

Working with and through the Terminal Managers and Equipment SMEs, the Director of Operations will be responsible for and will guide all aspects of the CU Services, including:

1. Oversee the safe operation of all equipment, facilities, and services for the CU Terminals;
2. Coordinate with Terminal Managers, Equipment SMEs, and the Process/Training Manager to develop SOPs, contingency plans, training agendas, and schedules for airline and vendor personnel;
3. Work collaboratively with Terminal Managers, Equipment SMEs, and the PACC Manager to oversee vendor performance for all terminals via KPIs and ensure compliance with (SLAs).
4. Serve as a point of escalation for airline matters, vendor matters, and other concerns;
5. Oversee the development and implementation of a preventive maintenance system, training program, inventory control system, and quality assurance program;
6. Provide regular operational briefings to the Managing Director, Executive Committee, LAWA, airlines, and other stakeholders; develop effective reports to support informed decisions-making;
7. Work with the Project Manager and other staff and involved parties to plan, schedule, and oversee projects to minimize impact and hazards to the airlines and travelers;
8. Coordinate investigation and documentation of incidents which involve injury to persons or damage to property and near misses;
9. Oversee the effective utilization of CMMS to track assets, maintenance, inventory lists and stock levels, and ensure that a disaster

recovery plan is place to mitigate the possibility of data loss;

10. Assist the Administrative Assistant in maintaining a TBITEC asset list, as necessary;
11. Develop, implement, and manage an effective document management program to facilitate the storage and rapid retrieval of documents, such as: maintenance reports, inventory reports, equipment and project status reports, and incident/accident reports; develop and oversee a document archive program;
12. Train and develop staff, coordinate regular reviews and reforecasting of operations budgets; and
13. Represent TBITEC as necessary during the Managing Director's absence.

The Director of Operations will be available on a 24/7/365 basis, and at all times act in the best interest of (1) safety & security of the Airport and its occupants; (2) LAWA and TBITEC; (3) the airlines serving LAX; and (4) the traveling public, and will observe and obey all ethical and legal obligations entrusted in the position.

#### Controller | 1 Full-Time Position

Reporting directly to the Managing Director, the Controller will assist the Managing Director in the day-to-day oversight of all financial, accounting, and tax-related obligations of TBITEC and the affiliated vendors to ensure transparency in financial reporting and full compliance with LAWA guidelines and GAAP. The Controller will work with LAWA to build effective working relationships and develop/observe approved billing instructions to support appropriate reporting for invoicing and timely payment of invoices.

The Controller will also manage a Bookkeeper and the PACC Manager and will work with Terminal Managers and the vendor management teams to develop thorough and transparent reporting, invoicing, and monthly auditing procedures to provide adequate insight to support financial controls and effective decision making.



S/he will be responsible for and will guide TBITEC finance and accounting functions, including:

1. Assist the Managing Director and Director of Operations to work with vendors to develop billing and payment procedures and direct the development of annual operating budgets;
2. Assist the Managing Director and Director of Operations in monitoring and controlling vendor budgets;
3. Assist the Managing Director and Director of Operations in preparing/assembling aggregated annual operating and capital improvement budgets;
4. Assist the Managing Director in overseeing financial matters relating to invoicing, receivables, expenses, record keeping, reporting, tax filing, and account management;
5. Oversee the PACC Manager to manage the procurement process and monitor contract compliance, liability insurance, and related business matters;
6. Develop, implement, and manage systems to facilitate monthly, quarterly, and annual financial reporting to include income statements, balance sheets, budget-to-actual reports, accounts payable, accounts receivable, financial projections, account reconciliations, and activity-based financial reporting by airline, cost center, and/or other matrices as necessary to support effective decision making;
7. Work with the Managing Director and the PACC Manager to oversee vendor contractual insurance requirements;
8. Monitor and control accounts, banking, cash flow, and account reconciliations;
9. Prepare Income tax filings, coordinate audits, and respond to IRS inquiries, as necessary;
10. Assist the Managing Director with the preparation of financial correspondence; and
11. Provide annual and periodic activity and financial reports.

### Bookkeeper | 1 Full-Time Position

Reporting directly to the Controller, the Bookkeeper will assist the Controller in documenting the financial transactions of the organization, to include data entry and accounting, invoice auditing, preparing reports, and ensuring transparency in financial reporting and full compliance with LAWA guidelines and GAAP. The Bookkeeper will assist in reviewing invoices against approved billing instructions and will work with the Management Team and vendors to address questions and ensure that supporting documentation is complete and accurate.

S/he will be responsible for and will support various finance and accounting functions, including:

1. Work with vendors to address billing and payment issues and assist with developing annual operating budgets;
2. Perform routine finance and accounting tasks, such as inputting invoices, recording receipts, bank reconciliations, etc.;
3. Assist the Controller in updating vendor budgets, forecasts, and burndown tables;
4. Assist the Controller in preparing/assembling aggregated annual operating and capital improvement budgets;
5. Assist the Controller in addressing and following up on financial matters relating to invoicing, receivables, expenses, record keeping, reporting, tax filings, and management of accounts;
6. Assist the Controller monthly, quarterly, and annual financial reporting to include: income statements, balance sheets, budget-to-actual reports, accounts payable, accounts receivable, financial projections, account reconciliations, and activity-based financial reporting by airline, cost center, and/or other matrices as necessary to support effective decision-making;
7. Assist the Controller to oversee contractual insurance requirements for vendors/airlines;





8. Monitor and manage accounts, banking, cash flow, and account reconciliations;
9. Assist in preparing Income tax filings, coordinating audits, and addressing accounting matters; and
10. Assist with preparing annual and periodic activity and financial reports.

#### Administrative Assistant | 1 Full-Time Position

Reporting directly to the Managing Director, the Administrative Assistant will provide administrative support to TBITEC and aid in managing the organization's administrative affairs and communications. The Administrative Assistant will provide general clerical and office support, such as answering phones, processing incoming mail, preparing reports, maintaining calendars, drafting letters and memos, documenting and responding to authorized information requests, maintaining records, and providing oversight for office vendors or supplies. Additionally, s/he will:

1. Assist in coordinating ID badging, security control, and security audit programs;
2. Maintain TBITEC and LAWA asset lists;
3. Assist the Bookkeeper in monitoring vendor and airline insurance policy expiration dates;
4. Assist the Managing Director in preparing and managing TBITEC documents, agendas, resolutions, agreements, and other correspondence;
5. Assist the Managing Director in preparing for meetings, developing presentations, etc.;
6. Assist the Managing Director in overseeing administrative-type vendors such as telephone and internet contracts, copier, and office equipment leases;
7. Oversee the orderliness and utilization of training/meeting rooms and other shared resources;
8. Develop, implement, and manage an effective document management program to facilitate the storage and rapid retrieval of documents;

develop and oversee a document archive program;

9. Oversee administrative matters, including key access, badge audits, and software licenses;
10. Collect, record, and report on monthly airline flight and passenger statistics.

#### Procurement & Contract Compliance Manager (PACC) | 1 Full-Time Position

Reporting to the Controller, the PACC Manager will assist the TBITEC team with all contract compliance matters and will be responsible for overseeing the planning and execution of all procurement activities in accordance with approved policies. The PACC Manager will be responsible for ensuring that TBITEC's procurements and subsequent contract administration are transparent, consistent, and aligned to the goals identified by TBITEC and LAWA.

The PACC Manager will work closely with the Controller, Managing Director, Director of Operations, and various vendors to effectively plan, monitor, and manage TBITEC's contracts in accordance with policies established by the respective funding authority (LAWA or airlines).

The PACC Manager will:

1. Work closely with the Controller to track contract expenditures against approved annual budgets and contract not-to-exceed values;
2. Assist in researching and addressing contractual questions;
3. Work with the Managing Director and corporate counsel to prepare, issue, and follow up on contract violation notices;
4. Manage and maintain a complete and organized repository of Certificates of Insurance for all contracts and monitor compliance;
5. Work closely with the Controller, vendors, and LAWA to track and report xBE spending;



6. Work with LAWA to enter data into the B2G database and keep information up to date;
7. Attend vendor outreach events and support LAWA to engage small and diverse vendors;
8. Prepare monthly subcontractor utilization reports;
9. Ensure TBITEC and subcontractors comply with LAWA's BEP and SBEP requirements;
10. Track contract expiration dates and develop effective plans for renewals or re-solicitations by reviewing contract terms and vendor contract performance.
11. When renewals are warranted and approved, prepare contract amendments for execution;
12. When re-soliciting goods or services is warranted or required, begin the procurement process with sufficient time to conduct a quality solicitation;
13. Maintain a qualified-sellers list for goods and services frequently purchased by TBITEC and/or lead market research efforts to identify qualified sellers as necessary;
14. Collaborate with stakeholders to develop clear and comprehensive scopes of services.
15. Assemble and lead proposal evaluation committees, including providing training for Committee Members to include ethics and procurement processes, develop and distribute simple and transparent evaluation tools, schedule committee reviews, shortlist interviews, presentations, and take minutes;
16. Maintain sufficient records to include copies of proposals, scoring sheets, meeting minutes, evaluation forms, etc.;
17. Prepare recommendation-to-award notices/ notices-to-proceed;
18. Prepare contracts, award documentation, and facilitate execution; assist to onboard vendors;
19. Collaborate with the Managing Director, Director of Operations, and LAWA to coordinate an analysis of all service agreements and assist and advise TBITEC to develop a comprehensive procurement

strategy/transition plan to re-align the common-use service contracts for effectiveness and efficiency;

20. Maintain procurement calendars and prepare annual procurement plans;
21. Maintain an organized library of contracts, including vendors, members agreements, equipment use agreements, and equipment access agreements;
22. Recommend improvements to policies or procedures where applicable; and
23. Stay current with TBITEC's and LAWA's procurement rules and guidelines; coordinate regular reviews of TBITEC's solicitation policies, documents, forms of agreement, and related templates to ensure all documents are kept current.

### Terminal Managers | 3 Full-Time Positions

Reporting directly to the Director of Operations, the Terminal Managers will assist the Director of Operations in the day-to-day supervision of vendors in each terminal to ensure full compliance with LAWA guidelines. The primary role of the Terminal Managers will be to strategically coordinate maintenance, service, and passenger assistant operations, develop effective operating plans, and drive the training and continuous improvement programs for their assigned terminal(s).

The Terminal Managers will work closely with the Director of Operations and the LAX stakeholder group to foster effective working relationships and will directly oversee the documentation and resolution of all equipment and service issues on a timely basis. Working with and through the Duty Managers, the Terminal Managers will be responsible for and will guide all aspects of the CU equipment operations including:

1. Oversee the CU equipment and facilities in assigned terminals, developing SOPs, contingency plans, training agendas, and

- proposing schedules and staffing plans for TBITEC Duty Managers and vendor personnel;
2. Coordinate with vendors to implement effective staffing schedules, management and contingency plans, in addition to monitoring and managing vendor performance
  3. Coordinate with the Director of Operations to oversee vendor performance via KPIs;
  4. Ensure that a sound preventive maintenance system is implemented for all cu equipment.
  5. Work with vendors to monitor training programs, inventory control systems, and quality assurance program.
  6. Schedule and oversee corrective and predictive maintenance as well as other projects, as assigned, to minimize impact and hazards to the airlines and travelers;
  7. Oversee the CMMS, including inventory lists and stock levels, developing effective reporting to support business decisions, and regular backup of database files to mitigate the possibility of data loss;
  8. Assist the Bookkeeper in maintaining an asset list, developing accurate budgets, and auditing vendor invoices, as necessary;
  9. Develop, implement, and manage an effective document management program to facilitate the storage and rapid retrieval of documents, such as maintenance reports, inventory reports, equipment and project status reports, and incident/accident reports; develop and oversee a document archive program.
  10. Cross-train and develop the Equipment Team and Duty Managers on terminal operations.

### Duty Managers | 16 Full-Time Positions

Reporting directly to the Terminal Managers, the Duty Managers will fill a mission-critical role within the organization by facilitating the effective day-to-day management of the CU Services. Duty Managers will generally be assigned to a single Terminal and may be assigned more specific operational responsibilities.

The Duty Managers will provide direct on-shift supervision of the CU services and facilities, coordinate and supervise vendors, and respond to and mitigate any TBITEC, terminal, and/or airport issues that may arise. Additionally, the Duty Managers will:

1. Assist in developing and improving SOPs, contingency plans, and training agendas for the assigned CU equipment and facilities;
2. Assist Terminal Managers and Equipment Subject Matter Experts to oversee the development and implementation of training programs, inventory control systems, and quality assurance programs to optimize performance, reliability, and safety;
3. Monitor flight schedules, coordinate operations, assign sort piers;
4. Perform daily walkthrough inspections of all CU equipment and facilities, document deficiencies, schedule and verify corrective actions; prepare a daily on-shift report of findings;
5. Oversee consolidated operations; coordinate training, continuous improvement programs, and quality assurance programs to optimize performance, reliability, and safety;
6. Attend daily CBP and LAWA briefings, coordinate airline activity with CBP and federal agencies, and oversee operations;
7. Track issues from detection through resolution to ensure that all deficiencies are properly recorded and corrected;
8. Assist the Terminal Managers in preparing annual operating and project budgets;
9. Oversee document management programs to facilitate the storage and rapid retrieval of documents such as maintenance reports, inventory reports, equipment, and project status reports, and incident/accident reports;
10. Develop and oversee a document archive program; and



11. Respond to and mitigate emergencies as necessary and prepare written incident reports.

#### PBB Subject Matter Expert | 1 Full-Time Position

Reporting to the Director of Operations, the PBB Subject Matter Expert (PBB Manager) will oversee one or more Equipment Managers to focus on the operation, maintenance, performance, reliability, functionality, and adequacy of the LAWA-owned PBBs and related airside systems and equipment across all CU Services.

The airside' equipment will include all 101 PBBs and the associated Preconditioned Air Systems (PCA), ground power (400 Hz) systems, potable water cabinet maintenance and water quality testing, dual port charging stations, VDGS, fuel pipeline hydrant system, and other equipment as assigned. The goal will be to ensure equipment is properly operated and maintained to minimize outages and to maximize the life expectancy of assets.

Working with the Equipment Manager(s), the PBB Manager will:

1. Assist in managing the O&M subcontractors, technology initiatives, equipment performance, equipment assessments, asset life cycle monitoring, and capital improvement projects;
2. Work with LAWA Maintenance and LAWA Operations to help mitigate issues such as power outages, fire system alarms, electrical panel faults, coordination of utility shutdown, and any other requirements to improve reliability and performance of the airside equipment;
3. Work with all relevant stakeholders to resolve operational and emergency circumstances safely and in a timely fashion;
4. Coordinate with vendors to develop or review/validate an effective preventative maintenance program to inspect and service

equipment in accordance with OEM standards, industry best practices, and other airport policies and requirements;

5. Oversee vendors' and service providers' contractual and budgetary performance;
6. Support Equipment Managers to coordinate equipment maintenance, repair, refurbishment, upgrades, and/or installation with LAWA and airline partners;
7. Support project teams to develop comprehensive scopes, timelines, and project plans and oversee the execution of projects related to the airside equipment;
8. Oversee reporting of KPI's associated with the airside equipment;
9. Assist the Director of Operations and PACC Manager with planning and executing procurements as requested;
10. Coordinate the periodic review of inventories;
11. Develop and deploy a quality assurance/quality control program and oversee continuous improvement initiatives;
12. Serve as TBITEC's subject matter expert with regard to the airside equipment;
13. Train and develop the Equipment Managers and Duty Managers; and
14. Regularly meet with vendors to review performance.

#### BHS Subject Matter Expert | 1 Full-Time Position

Reporting to the Director of Operations, the TBITEC BHS Subject Matter Expert (BHS Manager) will focus on the operation, maintenance, performance, reliability, functionality, and adequacy of the LAWA-owned BHS, ICS, and related landside systems and equipment across the CU Services. The goal will be to ensure equipment is properly operated and maintained to minimize outages and to maximize the life expectancy of assets.

Working with one or more Equipment Managers, the BHS Manager will:





1. Assist in managing the O&M subcontractors, technology initiatives, equipment performance, equipment assessments, asset life cycle monitoring, and capital improvement projects;
2. Work with LAWA Maintenance and LAWA Operations to help mitigate issues such as power outages, fire system alarms, electrical panel faults, coordination of utility shutdown, and any other requirements to improve reliability and performance of the airside equipment;
3. Work with all relevant stakeholders to resolve operational and emergency circumstances safely and in a timely fashion;
4. Coordinate with vendors to develop or review/validate an effective preventative maintenance program to inspect and service equipment in accordance with OEM standards, industry best practices, and other airport policies and requirements;
5. Oversee vendors' and service providers' contractual and budgetary performance;
6. Support Equipment Managers to coordinate equipment maintenance, repair, refurbishment, upgrades, and/or installation with LAWA and airline partners;
7. Support project teams to develop comprehensive scopes, timelines, and project plans and oversee the execution of projects related to the airside equipment;
8. work with technology providers to implement enhanced access to HMI and support connectivity of systems to aggregate data to provide LAWA with a comprehensive snapshot of all systems;
9. Assist the Director of Operations and PACC Manager with planning and executing procurements as requested;
10. Coordinate the periodic review of inventories;
11. Assist the Director of Operations and PACC Manager with planning and executing procurements as requested;
12. Coordinate the periodic review of inventories;
13. Develop and deploy a quality assurance/quality control program and oversee continuous improvement initiatives;
14. Serve as TBITEC's subject matter expert with regard to the landside equipment;
15. Cross-train and develop the Equipment Managers and Duty Managers on CU equipment.
16. Train and develop the Equipment Managers and Duty Managers;
17. Lead operational, maintenance, and training efforts to improve the baggage delivery operation; and
18. Regularly meet with vendors to review performance.

#### Equipment Managers | 2 Full-Time Positions

Reporting directly to either the BHS Manager or the PBB Manager, the Equipment Managers will fill a mission-critical role within the organization by facilitating the effective day-to-day management of equipment operations across the CU Services. The Equipment Managers will support the BHS or PBB Managers to inspect and monitor CU equipment and facilities, coordinate and supervise equipment maintenance vendors, manage projects, upgrades, and repairs, and respond to and mitigate any equipment related issues that may arise.

Additionally, the Equipment Managers will:

1. Direct the safe and efficient operation and maintenance of the BHS, PBBs, potable water cabinets, preconditioned air and ground power systems, electric GSE charging stations, and other equipment which may be assigned;
2. Assist in developing and improving SOPs, contingency plans, and training agendas for the assigned CU equipment;
3. Coordinate with maintenance vendors to implement effective staffing schedules, management and contingency plans, in addition to monitoring and managing



equipment status, equipment uptime, and vendor performance;

4. As assigned, support the BHS/PBB Manager to oversee the safe and efficient operation and maintenance of (1) the BHS, ICS, all related controls and other landside systems; or (2) PBBs, PCA and ground power systems, potable water cabinets, electric GSE charging stations, and other equipment which may be assigned;
5. Develop and manage preventative, corrective, and predictive maintenance programs, including scheduling, completion rates, and quality control;
6. Oversee the development and implementation of training programs, inventory control systems, and quality assurance programs to optimize performance, reliability, and safety;
7. Monitor flight schedules and coordinate equipment maintenance operations;
8. Perform regular inspections of all CU equipment, document deficiencies, schedule and verify corrective actions; prepare a daily on-shift report of findings;
9. Track issues from detection through resolution to ensure that all deficiencies are properly recorded and corrected;
10. Assist the BHS/PBB Managers, Terminal Managers, and Controllers in preparing annual operating and project budgets;
11. Manage and optimize TBITEC CMMS to effectively manage the operation and maintenance of equipment and systems;
12. Oversee document management programs to facilitate the storage and rapid retrieval of documents such as maintenance reports, inventory reports, equipment, and project status reports, incident/accident reports; develop and oversee a document archive program; and
13. Respond to and mitigate emergencies as necessary and prepare written incident reports.

## Process & Safety Manager | 1 Full-Time Position

Reporting directly to the Director of Operations, the Process & Safety Manager will establish, evaluate, and/or validate all operating processes and procedures for safety, efficiency, and effectiveness. S/he will respond to accidents, incidents, issues, concerns, or complaints raised by stakeholders to understand and document root causes, impacts, process, or communication breakdowns, and to propose solutions.

The primary role of the Process & Safety Manager will be to lead continuous improvement activities through detailed data analysis and root cause problem solving tools across the CU Services. The Process & Safety Manager will also oversee safety protocols in each terminal to ensure full compliance with TBITEC guidelines, LAWA and DHS regulations, and all applicable SLAs. The Process & Safety Manager will work closely with the Managing Director, Director of Operations, Terminal Managers, the PBB Manager, the BHS Manager, Project Manager, LAWA, DHS, CBP, and the LAX stakeholder group to foster effective working relationships and will directly oversee ongoing process improvements and safety policies. Additionally, the Process & Safety Manager will:

1. Oversee and assess processes and workflows;
2. Apply process improvement tools including statistical process control, process mapping, value stream mapping, control charts, lean methodology and process capability studies;
3. Optimize productivity by designing, implementing, and testing new procedures;
4. Track metrics to discover areas for improvement and monitor upgrades;
5. Work with operations teams to identify projects, assess feasibility, and implement solutions;
6. Align technical expertise and business knowledge to facilitate delivery of business



plans in a cost-effective manner recognizing business priorities;

7. Respond to service issues to understand root causes and propose process changes.
8. Champion safety leadership in all activities and planning;
9. Conduct research and analysis to develop new strategies and ideas to improve processes;
10. Conduct risk assessments and communicate recommendations to management;
11. Oversee the development and implementation of a safety training program;
12. Assess compliance with applicable safety and quality standards; and
13. Develop and assemble reports to document process status and changes; update SOPs, issue safety bulletins

#### ARCC Manager | 1 Full-Time Position

Reporting directly to the Director of Operations, the ARCC Manager will oversee the ARCC Managers on Duty, the Administrative Supervisor, and the TBITEC Project Manager. S/he will supplement and assist the Terminal Managers and Director of Operations with the day-to-day supervision of the CU Services with the ARCC. The ARCC Manager will regularly liaise with other managers, the TBITEC Dispatch Center, and vendors in each terminal as necessary to effectively gather real-time information on the status of equipment and services throughout the CU terminals/concourse areas.

The ARCC Manager will strategically coordinate airline equipment maintenance, service, and passenger assistance operations with Airport Operations and the ARCC on behalf of TBITEC. The ARCC Manager will work closely with the Director of Operations, LAWA, DHS, CBP, and others to foster effective working relationships and will monitor the status and resolution of equipment and service issues on a real-time basis.

Working with and through the Duty Managers and Dispatch Center, the ARCC Manager will

effectively support and report on all aspects of the CU Services, including:

1. The TBITEC equipment and facilities, SOPs, contingency plans, training, and schedules for TBITEC and vendor personnel;
2. Vendor schedules and KPIs;
3. The preventative maintenance system, training program, inventory control system, and quality assurance programs;
4. Participating in emergency planning, drills, and table-top exercises
5. Corrective and predictive maintenance as well as other projects, as assigned;
6. TBITEC's CMMS, including inventory lists and stock levels, developing effective reporting to support business decisions, and collaborating with TBITEC's IT service provider on regular backup of database files to mitigate the possibility of data loss;
7. Assist the Controller in developing accurate budgets, and auditing vendor invoices, as necessary; and
8. Develop, implement, and manage an effective document management program to facilitate the storage and rapid retrieval of documents, such as maintenance reports, inventory reports, equipment and project status reports, and incident/accident reports; develop and oversee a document archive program.

#### ARCC Manager on Duty | 3 Full-Time Positions

The ARCC Managers on Duty (MODs) will augment the terminal-based TBITEC operations/dispatch departments to serve as the primary coordination point between TBITEC, LAWA ARCC staff, and all other departments staffed at the ARCC. The ARCC MODs will also provide a range of general and management-level support, such as event planning, coordinating emergencies, dispatching support services, complex gate scheduling/forecasting, call overflow, and break coverage. At a high-level, primary duties include:



1. Maintain a local up-to-date equipment and service status board in the ARCC and provide real-time reporting and situational updates to the ARCC MOD;
2. Provide real-time support to monitor and coordinate emergency situations with the ARCC (e.g., fire alarms, security events)
3. Participate in daily briefings with the ARCC MOD and other security agencies and disseminate critical information and airport updates as requested;
4. Facilitate service call coordination / scheduling between TBITEC operation and the ARCC;
5. Participate in LAWA Emergency Preparedness Training Exercises and briefings;
6. Prepare shift reports and briefings to LAWA OPS and the ARCC as applicable; and
7. Coordinate bidirectional communications to / from the various agencies staffing the ARCC and TBITEC management, personnel, vendors, and airlines.

#### Project Manager | 1 Full-Time Position

Reporting directly to the ARCC Manager, the Project Manager will assist in overseeing all projects assigned to TBITEC from concept to commissioning. TBITEC will maintain ready, on-demand access to local pool of on-site Project Managers. Depending on the magnitude of projects and the workload, the Project Manager may oversee projects directly, indirectly through other Project Managers, or may assist team members in managing projects.

Projects may be equipment related (e.g., installation, refurbishment, repairs, or upgrades), IT related, administrative projects, or organizational projects. The Project Manager will be responsible for:

1. Initiate projects by capturing goals, identify stakeholders, and establishing communication protocol and cadences for each project;
2. Collaborate with airlines, LAWA, subject matter experts, and other stakeholders as necessary to define project requirements, and develop complete scopes, timelines / milestones, and budgets;
3. Identify resource requirements;
4. Identify and assess risk; when warranted, develop risk response strategies/contingency plans;
5. Identify procurement requirements and collaborate with the PACC Manager and the appropriate Terminal Manager/Equipment Managers to plan and execute procurements;
6. For internally-managed projects, assign tasks, track, and report on progress;
7. For externally-managed projects impacting the CU Services, serving as a point of contact for TBITEC, attend meetings, prepare reports, disseminate information; and
8. Monitor and control quality on the project to ensure the expected standards are achieved.

#### IT Manager | 1 Full-Time Position

The IT Manager will provide support for all aspects of TBITEC's IT infrastructure, network, hardware, software, servers, desktops, laptops, printers, and display equipment. The IT Manager will work closely with staff to explore and document IT needs, develop annual IT plans, establish and monitor IT goals, establish team workflows, choose technology to invest in, and facilitate collaboration across the organization. The IT Manager will be responsible to:

1. Install, monitor, and maintain network equipment, to include servers, network switches, routers, Wi-Fi devices, repeaters, wiring, and other equipment necessary to support connectivity of TBITEC and the CU Services subcontractors;
2. Provide network support, management, updates, and protection, to include effective and updated firewalls, anti-virus software, and content filters;
3. Recommend annual budgets to support organizational goals;





4. Manage IT related vendors, monitor performance and expenditures;
5. design data backup and disaster recovery plans and implement protocol to facilitate data integrity program, provide for the regular backup and off-site storage of critical electronic files, plans, and documents as well as a system to monitor quarterly data verification;
6. Recommend, procure, set up, repair, upgrade, and update computer equipment, to include desktops, laptops, display equipment (e.g., monitors, TV displays, projectors);
7. Recommend, procure, set up, program, upgrade, and update software packages and platforms to keep TBITEC's IT infrastructure current and secure;
8. Maintain an asset log of all TBITEC IT equipment, to include type, manufacture, model, install date, and other pertinent details;
9. Identify organization problems and pain points and where IT solutions may alleviate issues or improve service;
10. Design, develop, implement and coordinate systems, IT policies and procedures;
11. Provide training to TBITEC and subcontractor staff as necessary;
12. Participate in meetings and advise LAWA, TBITEC and subcontractor staff on IT related matters; and
13. Coordinate IT projects with LAWA, subcontractors, and other Airport parties.

#### Administrative Services Supervisor | 1 Full-Time Position

Reporting to the Terminal Managers, the Administrative Services Supervisor will play a dual role to monitor and supervise the TBITEC Gating Center and the TBITEC Dispatch Center (to be consolidated within 180 days of the new agreement). The Administrative Services Supervisor will work closely with the Terminal Managers and Managing Director to design effective departmental policies and procedures,

train staff, create weekly schedules, address performance issues, respond to inquiries, and other duties related to the operation of these two departments.

It is expected that the Administrative Services Supervisor will spend at least one day each week actively working each department.

#### Gating Coordinator | 4.2 Full-Time Positions

Reporting to the Duty Managers and T5 Terminal Manager, the TBITEC Gating Coordinator will monitor and manage common use aircraft resources at LAX's Terminal 5 on a 24/7/365 basis. This will include reviewing schedules and validating flight data, forecasting utilization, identifying and resolving potential conflicts, recording usage, and developing reports. When on shift, the Gating Coordinator will be required to work collaboratively with numerous other entities and may be required to support certain administrative duties.

A Lead Gating Coordinator will assist the Duty Managers and Terminal Managers in overseeing the Gating Center scheduling, policies, procedures, training, and activity logs.

#### Operations Center Dispatcher | 4.2 Full-Time Positions

Reporting to the Duty Managers and Terminal Managers, the Operations Center Dispatcher will oversee the Dispatch Center on a 24/7/365 basis. When on shift, the Operations Center Dispatcher will be required to work collaboratively with numerous other entities, in addition to his or her role assisting with various administrative duties. The Dispatcher will also directly support the organization's preventative and corrective maintenance programs along with inventory and accounting functions.

The Operations Center Dispatcher will assist the Duty Managers and Terminal Managers in overseeing scheduling, policies, procedures, training, and activity logs.



## 2.1.6(B) Proposal Team Description

TBITEC is committed to staffing the CU Services operation with experienced and highly qualified professionals. While the proposed staffing model shown in **Section 2.1.6(A)** above increases headcount from current levels, we believe this still provides a lean operating model. Given our longstanding first-hand knowledge of the daily operation and demands of the CU Services, we believe **each of these positions will be valuable and necessary to the success of LAWA's vision of having a responsive, flexible, and agile partner.**

### 2.1.6(B)(i) Management Group

TBITEC is a non-populated corporation and subcontracts its management services. As such, we have provided a short description of our subcontracted management group prior to discussing our key staff in **Section 2.1.6(B)(ii)** below.



Throughout its Principal, Carrie Sullivan, Adcom brings more than 40 years of commercial aviation experience and 14+ years of experience acting as trusted advisor and steward of the LAX community.



ASG' partners formed the joint venture for the sole purpose of evaluating, forming, and operating common use operations around the U.S. Each firm brings extensive and highly-relevant expertise serving the aviation sector, including consortium management, airline GSE O&M, engineering, facilities management, and program management.

An overview of each partner is presented below.



**JACOBSEN | DANIELS**  
Planning, Implementation, Operations & Management  
JJD is a DBE-certified firm with extensive expertise serving the aviation sector in the areas of planning, strategy, facilities management, airline liaison services, and related airport operations. JJD is certified as a California DBE/ACDBE and SBE and will leverage their local and national resources,

intimate LAX knowledge, and background designing and executing complex business models to ensure the transition of the TBITEC operation is seamless and the operation is successful.



Avports is a best-in-class provider that has operated, managed, and/or developed 30+ airports and aviation infrastructure projects across the U.S. during our 96+-year history dating back to our inception as a division of Pan American World Airways. Avports brings to the ASG team extensive experience managing large-hub international airport facilities and will leverage this background to support TBITEC in overseeing all facilities and equipment.



**consolidated**  
management professionals  
CMP is a veteran-owned business with extensive experience studying, forming, mobilizing, and operating airline consortia throughout the U.S. CMP's principal has provided oversight for numerous large-hub consortiums, including DANTeC (DTW), MATCo (MDW). CMP will leverage its Principal, Bernard Dier's, 20 years of direct, hands-on consortium experience to ensure the ASG Team has the necessary knowledge to support TBITEC, LAWA, and the traveling public.



**ARC DESIGNS**  
Professional Services Division of  
Digital Archiving Systems, LLC

Founded in 1997 by minority owners, DAS is headquartered less than 2 miles from LAX. DAS is a unique, local, small-business of experienced professionals with a proven track record at LAWA, offering quick response, adaptability, and the potential to be an invaluable asset to LAWA's long-term development plan. DAS prides itself in having one of the industry's most diverse and talented teams, and is LBE/SBE from the City of Los Angeles and the State of California.

### 2.1.6(B)(ii) Key Staff

Resumes for our senior leadership staff can be found on the following pages. These team

members are presently with our organization and have intimate knowledge of all aspects of the CU Services, airport terminal operations, and the wider LAX operational and stakeholder environment.

Staff for non-named positions will be disclosed post-award. Future recruiting efforts will begin as a timeline emerges and will focus on attracting accomplished professionals, experienced in their respective disciplines, with industry exposure and a stakeholder-oriented management style. TBITEC and our partners are committed to recruiting the best talent with priority placed on those candidates with deep airport and terminal management experience and a demonstrated history of continuous improvement in operations.



Resumes of our proposed key staff are provided on the following pages:

- Carrie Sullivan | Executive Director
- Bernard Deir | Managing Director
- Chris Walrath | Director of Operations
- Jasmin Alcala | Terminal Manager
- Janaye Cobb | Terminal Manager
- Samuel Schnider | Terminal Manager
- Byron Mendez | Terminal Manager
- Candido Hernandez | Terminal Manager
- Monita Kong | Bookkeeper



## Carrie Sullivan | Executive Director

Carrie brings 35+ years of diversified management and executive leadership experience across the aviation industry working with a range of airlines, consortiums, government agencies, and trade groups. Carrie has been TBITEC's Executive Director since 2018 and was vital in TBITEC's start-up and expansion related to Terminals 2, 3, 5, 1.5 at LAX. She will bring this expertise to the effective mobilization, implementation, and continuous improvement of the CU Services.

### Experience

#### Executive Director | TBITEC | 2018 to Present | Los Angeles, CA

Carrie oversees the consortium's business strategy and vision and business decisions in collaboration with the Board of Directors to identify, create and implement plans and objectives. Her responsibilities include:

- Monitoring the operations to ensure contractors and business practices comply with regulatory and legal requirements, while delivering the established performance goals.
- Developing and maintaining partnerships with the LAW, stakeholders, member and non-member airlines, and the LAX community.
- Promoting a culture of transparency and collaboration throughout the corporation.
- Guiding the consortium in a productive, sustainable direction, while maintaining situational and market awareness.

#### Airport Station Manager | Cathay Pacific Airways | 1997 to Sept. 2018 | Los Angeles, CA

Carrie strategically led and managed the overall operations in a challenging environment, in a cost-effective manner, conforming to aviation regulatory requirements, ensuring customer satisfaction and the company's interest were a priority. Carrie represented the company in all LAX operational relationships, regulatory, security, and emergency management at LAX. Her responsibilities included:

- Setting direction, leading, engaging, and motivating teams, while creating an optimal working environment that promotes and cultivates change and openness, while driving business performance
- Managing and developing staff, while recognizing others.
- Being responsible for all areas of the operation, ensuring company standards, and policies and procedures.
- Satisfying local and international safety and security standards, and maintaining conformity to all regulatory requirements.
- Preparing reports and briefings for corporate headquarters in HKG.
- Managing business and contingency plans, emergency and incidents, irregular operations and diversions.
- Acting as company representative in Washington, D.C. with government agencies, such as TSA, CBP, and DOT.
- Emphasizing continuous improvement in airport operations, business processes, e-commerce, and information technology.
- Managing airport operations start-up and mentoring new airport managers.
- Holding accountability for LAX's budget and operating costs, revenue opportunities, protection, and



cost implications.

- Working with partner alliance airlines to ensure consistent delivery of requirements stipulated by agreements.
- Streamlining processes, reducing costs, and optimizing productivity and operational accuracy.
- Influencing service & business.
- Managing procurement services and ensuring contract delivery.
- Managing contract suppliers of over 250 staff.

#### Multiple Roles | Northwest Airlines | 1919 to 1997 | Los Angeles, CA

Carrie held multiple roles during this time progressing from Reservation & Sales Manager, to Cargo Manager, Airport Customer Service, through to Airport Ramp Manager. Her responsibilities included:

- Managing direct reports of 200 to 300 staff at varying cities (i.e., LAX, BOS, LAX Cargo).
- Leading the ramp and customer service teams in a union environment.
- Transforming the cargo department to updated processes (with union support) to maximize staffing and work productivity.

## Education & Certifications

### Education

- Bachelor of Science, Mass Communication | Cleveland State University | Cleveland, OH

### Certifications

- Continuous Learning Certificate Programs: Lean Six Sigma, Cathay Pacific Core Learning Curriculum

## References

### Jackie LeFort

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### Linda Ng

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### Alex Gillard

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## Bernard J. Deir, MBA, PMP | Managing Director

Bernard is a proven leader in the industry with 25+ years of experience focused on program management in collaborative environments. Skilled at designing and implementing complex operating models to successfully meet defined objectives, he balances stakeholder interests and operational requirements with strict financial controls. Bernard's brings proven success in organizational leadership, process improvement, project management, and building lean business platforms.

### Experience

Founder & Managing Director | ASG Companies | Sept. 2018 to Present | Ypsilanti, MI

ASG has been TBITEC's subcontracted management partner for the LAX common use operation since 2022. The joint venture brings a combined 135+ years of experience in commercial aviation operations through Avports, JJD, and CMP. ASG specializes in the planning, formation, and management of shared use equipment and facility O&M business units. ASG is a subsidiary of Midwest Business Consulting.

#### Responsibilities:

- Managing all business affairs of joint venture companies, in addition to providing support and oversight for executive leadership teams at Detroit Metropolitan Airport (DTW) and LAX.
- Regularly interfacing and supporting corporate boards at each location to evaluate operational and financial performance and facilitate informed decision making.

Founder & President | Midwest Business Consulting, LLC (MBC) | 2012 to Present | Chicago, IL

MBC works with companies in a wide range of business verticals to improve operations, define growth strategies, reduce waste, increase client retention, assist with executive development, provide corporate training, enhance quality assurance/quality control (QA/QC), define strategic planning, perform succession planning, and implement and integrate technology solutions.

#### Responsibilities:

- Overseeing all corporate and project delivery goals for niche business consulting and coaching company.
- Providing project and program oversight for client initiatives including scope development, project planning, execution, monitoring and controlling project work and costs, and project closeout.
- Performing financial feasibility analyses, proposal development, vendor analysis and negotiation, estimating and purchasing initiatives, optimizing performance, contract development, contract administration and compliance, financial performance, accounting, auditing and cost controls, dispute resolution, legal and insurance-related matters.

Regional Director | AvAirPros Inc. | 2010 to 2012 | Chicago, IL

- Providing oversight and direction for business units at Chicago Midway International Airport, DTW, and Cleveland Hopkins International Airport.
- Establishing and cultivating client relationships, driving business development for the consortium business model, developing/reviewing operating plans for new and proposed business units nationwide, supporting business unit mobilization, and providing strategic oversight.
- Consulting nationally on financial feasibility studies, new operations planning, process improvement,



team development, project management, and strategic relationships management.

#### Additional Work Experience

- **Executive Director** | AvAirPros Services, Inc. | 2008 to 2012 | Chicago, IL
- **Director of Operations & Finance** | AvAirPros Services Inc. | 2004 to 2008 | Chicago, IL
- **Operations Manager** | AvAirPros Services, Inc. | 2002 to 2004 | Chicago, IL

#### Education & Certifications

##### Education

- MBA (concentration in finance) | 2007 | Lewis University | Summa Cum Laude
- Bachelor of Arts, Business Administration | 2005 | Lewis University | Manga Cum Laude

##### Certifications

- Lean Manufacturing, Moraine Valley Community College
- Agile Project Management, Certified Scrum Master (CSM) Scrum Alliance
- Project Management Professional (PMP), Project Management Institute
- LEED Green Associate Accreditation, Green Building Certification Institute
- Six Sigma Black Belt, Professional Management and Strategy Institute
- Executive Leadership Certificate, Lewis University
- Financial Planning Certificate, Lewis University
- Team Development Certificate, Lewis University

#### **Angelea Frakes**

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#### **Garry Jones**

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#### **Erin O'Donnell**

Chief Executive Officer

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## Christopher P. Walrath | Director of Operations

Chris brings nearly 25 years of progressive experience in airport operations and management, with specific expertise overseeing the common use operation for TBITEC—one of the largest terminal airline consortiums in the world. Chris brings a unique perspective having filled this role prior to and during the term of the temporary agreement established by LAWA. His mission is to create value for LAWA and the TBITEC team, as well as airport stakeholders and the community.

### Experience

**Multiple Roles | Airport Synergy Group LAX (ASG) | Nov. 2022 to Present | Los Angeles, CA**

ASG has been TBITEC's subcontracted management partner for the LAX common use operation since 2022. The joint venture brings a combined 135+ years of experience in commercial aviation operations through Avports, JJD, and CMP. ASG specializes in the planning, formation, and management of shared use equipment and facility O&M business units.

#### **General Manager | Apr. 2023 to Present**

- Overseeing the LAX common use operation for TBITEC under a \$81 million annual operating budget.
- Acting as primary liaison to coordinating and communicating with TBITEC, LAWA, airlines, service providers, TSA, CBP, and other members of the airport community.
- Providing representation for the Member Committee, Airport Operators Committee, Ramp Service Provider, and Monthly Contractor meetings, as well as daily TBIT lobby briefings.
- Leading, managing, and overseeing financial and service performance, internal staffing, SOPs, aeronautical equipment assessment, routine and ad hoc reporting, quality/assurance program, subcontractor procurement and contract compliance, safety plan, and a robust aeronautical equipment user training and compliance program.

#### **Terminal Manager | Nov. 2022 to Apr. 2023**

- Overseeing the dispatch call center, Terminal 5 gating coordination center, and ARCC MOD staff.

**General Manager | Hawaiian Airlines | Jun. 2018 to Nov. 2022 | Long Beach, CA**

- Operating two daily departures.
- Delivering a successful station launch in June 2018.
- Establishing training protocols for all above wing and below wing business partner staff.
- Developing a realistic station budget without historical data.
- Monitoring the arrival and departure of any aircraft for disruptions or unusual occurrences.
- Chairing the airport managers and operations committee.

**Multiple Roles | AvAirPros Inc. | Jan. 2012 to May 2018 | Multiple Locations**

#### **General Manager | Dec. 2014 to May 2018 | Los Angeles, CA**

Chris was responsible for overseeing the LAX common use operation for TBITEC, including:

- Managing all aspects of assigned TBIT contracts and ensure that service providers meet all SLAs, including terminal services, wheelchairs, interline baggage management, and APC kiosk support.
- Auditing and reporting airline use of all Tom Bradley jetbridge, potable water, APC kiosk, wheelchair,





and oversize baggage handling usage.

- Developing quality SLAs for wheelchair services, gate/sort pier/ticket counter assignments.
- Managing all aspects of the Tom Bradley/Bradley West bagroom facilities, operations and functions.
- Holding overall responsibility for proposal/RFP response processes, including the evaluation of requirements, developing answers to RFP questions, and layout and collation of the finished product.
- Managing of the Bradley West VDGS, which included regular maintenance and commissioning.

#### **Manager of Facilities | Jan. 2012 to Dec. 2014 | Detroit, MI**

- Overseeing all mechanical/electrical/communication systems of the BHS. Preventative maintenance coordination, implementation, and auditing of all related systems.
- Overseeing facility janitorial contract and 24/7 central dispatch facility which handles all call volume to the Detroit North Terminal from stakeholders and the general public.
- Overseeing all facility mechanics, which handle all aspects of the Terminal's maintenance, including electrical, plumbing, BHS, jetbridge repair, carpentry and welding, triturator, conveyance, HVAC, paging systems, MUFIDS, FIDS, CUPPS/CUSS and ground service equipment fuel rack.
- Monitoring and tracking all fire suppression related equipment and maintaining all related records with the Wayne County Airport Authority Fire Department.
- Maintaining strong working relationships with all stakeholders, including the airport authority, air carriers, CBP, and Airport Fire and Police.

#### **Select Additional Work Experience**

- **US Airways, Station Manager** | Sept. 2008 to Jan. 2012 | Detroit, MI
- **US Airways, Station Manager** | Jan. 2007 to Sept. 2008 | Burbank, CA
- **US Airways, Senior Manager** | Oct. 2006 to Dec. 2007 | Philadelphia, PA
- **US Airways, Station Manager** | Nov. 2005 to Jun. 2007 | Long Beach CA
- **America West Airlines, Station Manager** | Feb. 2005 to Nov. 2005 | Cleveland, ON
- **America West Airlines, Shift Manager** | Feb. 2004 to Feb 2005. | Los Angeles, CA
- **United Express/Air Wisconsin, Station Manager** | Sept. 2003 to Feb. 2004; Bloomington, IL
- **United Express/Air Wisconsin, Supervisor** | Aug. 2001 to Sept. 2003 | Milwaukee, WI

#### **Education & Certifications**

- Bachelor of Science, Business Administration | 2002 | University of Wisconsin | Oshkosh, WI
- Certified Private Pilot License #2732321
- Certified National Incident Management Systems (NIMS) 100, 200, 700

#### **References**

##### **Bruno Dos Santos**

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##### **Dave Miller**

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##### **Gregory King**

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##### **Ron Reeves**

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## Jasmin Alcala | Terminal Manager

Jasmin brings 15 years of progressive management experience in airport operations and management—all of which have been at LAX in various capacities. This includes more than five years managing elements of the common use operations prior to and during the term of the temporary agreement. Jasmin's understanding of the equipment, facilities, services, and stakeholders make her a key resource for developing and managing fit-for-purpose solutions tailored specific to LAX's operational environment.

### Experience

Terminal & Operations Manager | LAX Common Use Operation | Mar. 2018 to Present | Los Angeles, CA

ASG has been TBITEC's subcontracted management partner for the LAX common use operation since 2022. Jasmin worked in a similar capacity for TBITEC's previous management partner.

- Managing all terminal facilities and equipment operation with the ability to develop fit-for-purpose solutions in a fast-paced environment.
- Providing oversight for administrative functions, including facilities and equipment maintenance (i.e., jet bridges, baggage conveyor belts, baggage carousels, VDGS, baggage sort piers, scales etc.), health and safety regulations, supply ordering and distribution, asset recording, monitoring, and disposal, meeting set ups, subcontractor agreement extensions, annual budget planning, subcontractor invoice reviews.
- Developing annual financial forecasts, including balance sheet and cash flow; understanding the drivers behind financial statements and then sustains the processes, tools, and data models to develop timely and accurate forecasts; driving understanding of variances and works with appropriate individuals to identify corrective actions, risks, or opportunities resulting from those variances; skilled in supplier and project contracts up to \$10 million and fulfilling company goals for cost-effective goods and services.
- Managing, coaching, developing, and hosting staff training, mentor, and coach other members of the extended vendor team members.
- Assisting airport authorities in accident/incident investigation, including any needed on-site assistance and support to safety and training personnel.
- Facilitating communication as a liaison between all entities to ensure complete understanding of newly implemented policies.
- Providing oversight, and coordination support to airport authorities, and contractors on terminal projects to ensure facilities, and equipment are compliant with airport regulations.
- Developing and updating all required company website edits; with the ability to both create and eradicate documents, and links.
- Developing and updating all required company contracts and extensions in coordination with airport authorities, consortia executives, and airlines committee.

Station Manager/Supervisor | Qatar Airways | Nov. 2015 to Mar. 2018 | Los Angeles, CA

- Managing both cargo and passenger operations with the application of all company safety policies.
- Overseeing all airline vendor contracts, including analyzing and recommending actions for operational



improvements, supporting efforts to increase overall productivity, and empowerment of staff for optimal operational efficiency within the station.

- Negotiating service agreements, select contractors and suppliers, provide quality-control oversight, implement cost-containment initiatives, measure compliance to contractual standards and provide liaison as needed between the Airline and third-party service providers.
- Assessing organizational needs in compliance with all LAWA and FAA policies to increase team and station organization effectiveness.
- Managing, coaching, developing airport/ airline emergency procedures. With the daily participation in the day-to-day operation.
- Conducting daily, weekly and monthly staff audits to ensure both above wing and below wing operations were performed with optimal safety procedures.
- Tracking, compiling and analyzing billing; handle interdepartmental issues; resolve employee issues and grievances; improve processes and staff scheduling.

Flight Planner/Coordinator & Customer Service Agent | British Airways | Mar. 2011 to Nov. 2015 | Los Angeles, CA

- Daily preparation of flight plan and load sheet with the ability to brief pilots on all significant: weather, alternative routes, NOTAMS, airport facilities, infrastructure, aircraft mechanical requirements, aircraft weight, speed, altitudes, take-off/ landings, alternative aerodromes, etc.
- Interacting directly with pilots, and in-flight crew members, air traffic control towers personnel, tenants, emergency crews, and the public.
- Flight dispatcher/ coordinator, above and below wing turn-around services oversight with ensuring cabin, cargo, customer baggage, maintenance, fueling, and ground handling services are attended to in safe and timely manner.
- Flight controller, pre and post flight editing and handling.
- Customer representative participating in customer check-in, customer boarding, customer arrivals, baggage claim, ticketing and sales, and customer complaints and resolutions.

## Education & Certifications

- El Camino College | 2008 to 2010 | Torrance, CA

### Certifications

- OSHA 10 Certified
- Terminal Operations Management
- Contract and Finance Management
- Staff/Client/Stakeholder Relations
- Process Improvement/Optimization
- Multi-Division/Multi Location Oversight
- Operations Analysis
- Strategic Flight Planning

## References

### Allan Solorzano

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### Duane Hayden

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## Samuel Robert Schneider, MBA | Terminal Manager

Samuel is a highly motivated and goal-oriented management professional that brings a pragmatic, collaborative approach to solving complex operational issues. With 15+ years' experience in the aviation industry, including operations management at numerous airlines along with Menzies Aviation, Samuel brings strong interpersonal and communications skills to the TBITEC team and is fluent in both English and Spanish.

### Experience

Terminal & Operations Manager | ASG | Nov. 2023 to Present | Los Angeles, CA

ASG has been TBITEC's subcontracted management partner for the LAX common use operation since 2022.

- Strategically coordinating airline equipment maintenance, service, and passenger assistance operations, develop effective operating plans, and drive the TBITEC training and continuous improvement programs for assigned terminal(s)
- Working closely with the General Manager, the Executive Director, LAWA, DHS, CBP, and the TBITEC stakeholder group to foster effective working relationships and will directly oversee the documentation and resolution of all equipment and service issues on a timely basis
- Supporting the development of annual financial forecasts including balance sheet and cash flow. Understands the drivers behind financial statements and then sustains the processes, tools, and data models to develop timely and accurate forecasts.
- Driving understanding of variances and works with appropriate individuals to identify corrective actions, risks, or opportunities resulting from those variances.
- Managing, coaching, developing, and hosting staff training, as well as mentoring and coaching other members of the extended vendor team members.
- Providing oversight, and coordination support on terminal projects to ensure facilities and equipment are compliant with airport regulations.

Multiple Roles | Frontier Airlines | Sept. 2017 to Nov. 2023 | Los Angeles, CA

Headquartered in Denver, Colorado, the company operates 120 A320 family aircraft and has the largest A320neo family fleet in the U.S.

**Regional Manager | Jan. 2018 to Nov. 2023**

- Direct oversight over all Frontier Airlines customer service, ramp, and station operations in California and Baja Mexico.
- Leading multiple teams of Business partners to achieve companywide goals/initiatives.
- Establishing and reviewing network wide initiatives/processes to help meet Company and Regional QPI's.
- Opening and establishing New Destination Airports within the Frontier Airlines system
- Reviewing and implementing all pre- negotiated Service Level Agreements with business partners.





## Regional Supervisor | Sept. 2017 to Dec. 2017

- Supervising 10+ cities and airports in all aspects of customer service, ramp operations, and overall station administration.

## General Manager | Menzies Aviation | Jul. 2016 to Aug. 2017 | Los Angeles, CA

Menzies Aviation provides fueling Services, air cargo, aviation, ground handling, airlines, airports, logistics, supply chain, travel, fuel services, aircrafts, passenger services, customer relations, and B2B.

**Responsibilities:** Managing over 400+ employees to deliver superior service to all customer airlines according to the requirements of the airlines.

- Reviewing performance of the station and implementing policies to improve overall performance.
- In depth knowledge of Part 121 airline operation.
- Leading Staff in planning and execution of ad hoc and Irregular Operations.
- Providing oversight and supervision to the management team to ensure best use of resources and ensure development of own team's skills.
- Maintaining exemplary professional relationships with airline station managers. The clients included Virgin America, Frontier Airlines, Silver Airways, Caribbean Airlines, Alaska Airlines and Air Canada. Alaska Airlines GSC and DC. Frontier Airlines GSC.
- In depth knowledge of Fort Lauderdale-Hollywood International Airport (FLL) and station function along with knowledge of Menzies Aviation policy and procedures

## Additional Work Experience

- **Flight Coordinator/Dispatcher** | REVA Air Ambulance | May 2015 to Jun. 2016
- **Load Master/Load Manager** | Amerijet International, Inc. | Aug. 2014 to Apr. 2015
- **Logistics Manager/ Dispatcher** | Schneidco Trucking, Inc. | Jan. 2012 to Jul. 2014
- **Ground Operations Coordinator/ Load Master** | LAN Cargo | Oct. 2009 to Jan. 2012

## Education & Certifications

- MBA, Aviation Management | 2020 | Lynn University | Boca Raton, FL
- BSc in Business Management | 2014 | University of Central Florida | Orange County, FL

## References

### Tom MacVicar

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## Janaye Cobb | Terminal Manager

Janaye is a diligent manager with demonstrated capabilities that include effective communication, time-management, and problem-solving skills. With nearly 17 years of experience at the LAX common use operation on behalf of TBITEC and as part of a subcontractor team, Janaye brings in-depth knowledge of all relevant operational systems and support, including specializing in management of the BHS/ICS, PBBs, and associated aeronautical equipment.

### Experience

Terminal Operations Manager | LAX Common Use Operation | Mar. 2016 to Present | Los Angeles, CA

ASG has been TBITEC's subcontracted management partner for the LAX common use operation since 2022. Janaye worked in a similar capacity for TBITEC's previous management partner.

#### Responsibilities:

- Managing all aspects of assigned terminal service contracts and supports all facilities operations.
- Contracting management and oversight of suppliers, vendors, and contractors to meet SLA agreements, performance metrics, and KPI compliance.
- Overseeing contractors and assigned cost centers; assists in quality budget development serves as a liaison between the Airport Authority, airlines, and applicable stakeholders.
- Developing and monitoring equipment inspection and operational performance programs including quality control reporting.
- Oversight of airline and inventory and asset management program.
- Emergency preparedness and incident command support.
- Analyzing operational data to help improve and support daily operations.
- Oversight of service contractors Computerized Maintenance Management Systems (CMMS) custom reports
- Establishing and implement reporting metrics for equipment preventive, corrective, and emergency maintenance programs.
- Developing, implementing, and publishing SOPs, Safety Alerts, and Training Curriculums for airlines and service providers.
- Assisting in the development of RFPs and solicitation processes.
- Development of certification programs for BHS/ICS, PBB, and VDGS familiarization.

Asst. Site Manager | LAX Common Use Operation (Elite Line Services LLC) | Oct. 2011 to Mar. 2016 | Los Angeles, CA

Janaye managed a 24/7 maintenance and operations subcontract, with 60 employees and airport equipment, which included: BHS, PBBs, air handlers, ground power units, potable water cabinets, rapid recharge stations, VDGS, RSMS, and control room operations.

#### Responsibilities:

- Assisting in daily decision making, scheduling, maintenance, and planning of daily BHS and PBB operations with applicable leadership teams.



- Establishing and implementing reporting metrics for equipment preventive, corrective, predictive maintenance, and continuous improvement programs for customer needs.
- Managing procurement of replacement assets and inventory valued over seven-figures annually.
- Implementing custom reports of operations to ensure contractual obligations were in compliance.
- Implementing custom reports for employee performance tracking.
- Implementing and training employees to compile and create custom reports for customers via CMMS.
- Managing operational and administrative functions including all work assignments of employees, performance evaluations, hiring requirements, and career development.
- Assisting in the business decisions of the site, including reviewing financial reporting, accounts payable/receivable, payroll, and budgets.
- Conducting relationship meetings with contract customers on a regular basis to ensure a high level of customer satisfaction and quality standards are being rendered and the prospects for future sales.
- Monitoring the company's quality program to ensure quality and implementation.
- Managing continuous improvement programs.
- Ensuring compliance with applicable OSHA, state, local, and company safety laws, regulations, and policies.

Lead BHS Operator | LAX Common Use Operation (Aircraft Service International Group) | Sept. 2006 to Oct. 2011 | Los Angeles, CA

Janaye supervised and directed more than 16 control room operators, jammers, and encoders to support BHS operations.

#### **Responsibilities:**

- Monitoring and interfacing the Siemens BHS, including HMI equipment control systems, sorters, scanners, Programmable Logic Controllers, and conveyor systems.
- Scheduling staff to meet operational requirements.
- Assisting with inventory control management to help maintain equipment efficiencies.
- Managing and participating in daily safety briefings and yearly recurrent training to meet OSHA and company requirements.
- Liaising for the customer equipment status and reporting.
- Assisting Inside Wireman with operations and maintenance support of the BHS .

#### **Education & Certifications**

- General Education | Oxnard College
- OSHA 10hr General Safety and Health Industry Course

#### **References**

##### **Duane Hayden**

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##### **Gabriel Shangle**

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## Byron Mendez | Terminal Manager

Byron is a diligent manager with 10+ years' experience in the industry—including more than seven years in progressive management roles within the LAX common use operation prior to and during the term of the temporary agreement—where he has developed intimate knowledge of all relevant operational systems, facilities, and support functions.

### Experience

#### Multiple Roles | LAX Common Use Operation | May 2017 to Present | Los Angeles, CA

ASG has been TBITEC's subcontracted management partner for the LAX common use operation since 2022. Byron worked in a similar capacity for TBITEC's previous management partner.

#### Duty Manager (Interim Terminal Manager) | May 2022 to Present

- Managing and overseeing the daily operations of the Terminal 5 (24/7) gating center who assist airlines with baseline schedules, daily gate assignments, terminal facility calls, and coordinated planned shutdowns.
- Assisting and managing the operations and maintenance of the Terminal 5 baggage handling system and the passenger boarding bridges along with the air handling units and ground power units which include two centralized 400 Hz inverters.
- Being responsible for overseeing and assisting several capital improvement projects across the LAX campus, which includes retrofitting and standardizing rapid charging stations to allow all/any GSE to charge at any charging station. Assisting with the build out and design of the TBITEC Dispatch Center located at Terminal 1. Also, overseeing the refurbishment of the three baggage claim units and one oversize belt located inside the FIS at Terminal 7.

#### Multiple Roles | AvAirPros (TBITEC Consortium) | May 2017 to May 2022 | Los Angeles, CA

#### Operations Manager | May 2020 to May 2022

- Being responsible for the management and daily operations of Terminal 5 (24/7) gating center consisting of five gate coordinators and three duty managers who assisted airlines with baseline schedules, daily gate assignments, terminal facility calls and coordinated planned equipment shutdowns.
- Assisting and preparing a yearly budget of \$34.4 million for all T5 airline services, including but not limited to PBB/BHS maintenance and operations, janitorial, checkpoint and lobby crowd control, fuel hydrant system maintenance, airline common use systems, wheeled and handheld tire extinguishers.
- Overseeing the management, operations, and financial performance budget for all T5 contracts and ensured all service providers met KPI/SLA requirement by establishing quality control checks according to each service agreement.
- Preparing contracts, service agreements, amendment/extension letters, and RFQs for airlines and LA WA facility and aeronautical equipment improvement projects.
- Responsible for overseeing a 2 million BI-IS upper-level control upgrade: project to removed and replaced a 10-year-old server with obsolete hardware and software which resulted in a successful and seamless transition.
- Managing and overseeing the operations and maintenance of 552 BHS assets and 14 PBB along with





its related aeronautical components; PCA units, PWCs, auto levers, GPUs, and the 400 Hz centralize inverters

- Developing QC audits and created reports to turnaround preventive maintenance program f compliance completion rate to above 95% completion rate.

### **Duty Manager | May 2017 to May 2020**

- Managing and maintaining Terminal 5 facilities needs to include lighting, millwork, painting, plumbing and locksmithing.
- Overseeing the Terminal 5 hydrant fuel system maintenance consisting of 36 hydrant pits, 3 low points, 1 high point, isolation vaults, 14 EFSO stations, and 1 EFSO panel, and created QC audits to ensure ATA 103 requirements were met.
- Leading ramp service providers meetings and ramp audits to address and minimize safety concerns, equipment negligence damage, and minimize ramp and bag room FOD, created score cards for airlines lo track service providers equipment and GSE operational compliance.
- Coordinated utility shutdowns with contractors, LAWA, TSA, Airport Police, concession, and communicated with terminal airlines to minimize operational impact.
- Responding, coordinating, and effectively communicating with LAWA airlines and all other entities during emergency contingencies and/or unplanned equipment shutdowns.
- Assisting, coordinating and establishing the Terminal 5 (24/7) gating center during the 2017 airline relocation from T2/T3 to T5, and developing training material and employee evaluations for new gate coordinators.

### **References**

#### **Elida Erazo**

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#### **Jaime Zavala**

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## Candido Hernandez | Terminal Manager

Candido brings 15 years of progressive management experience in airport operations and management. Candido brings strong interpersonal and communications skills, and a broad understanding of the LAX operational and stakeholder environment developed through various roles at airlines and service providers prior to joining the common use operation as part of ASG in 2023.

### Experience

Terminal & Operations Manager | ASG | Nov. 23 to Present | Los Angeles, CA

ASG has been TBITEC's subcontracted management partner for the LAX common use operation since established in 2022.

- Managing all terminal facilities and equipment operation with the ability to develop fit-for-purpose solutions in a fast-paced environment.
- Providing oversight for administrative functions, including facilities and equipment maintenance (i.e., jet bridges, baggage conveyor belts, baggage carousels, VDGS, baggage sort piers, scales etc.), health and safety regulations, supply ordering and distribution, asset recording, monitoring, and disposal, meeting set ups, subcontractor agreement extensions, annual budget planning, subcontractor invoice reviews.
- Assisting airport authorities in accident/incident investigation, including any needed on-site assistance and support to safety and training personnel.
- Facilitating communication as a liaison between all entities to ensure complete understanding of newly implemented policies.
- Providing oversight, and coordination support to airport authorities, and contractors on terminal projects to ensure facilities, and equipment are compliant with airport regulations.
- Developing and updating required company contracts and extensions in coordination with airport authorities, consortia executives, and airlines committee.

Multiple Roles | Hawaiian Airlines | Jul. 2018 to Nov. 2023 | Long Beach, CA

#### General Manager | Jan. 2023 to Nov. 2023

- Monitoring arrival and departure of aircraft for any disruptions or unusual occurrences.
- Coordinating and communicating with various operating units to assure a safe, timely and customer-focused operation.
- Overseeing contract handling in the terminal and on the ramp; working with company representatives in evaluating whether to renew contracts.
- Managing the budgeting and administrative aspects and processing invoices through TAP.
- Leading, coaching, and managing team members.

#### Operations Manager | Jul. 2018 to Jan. 2023

- Orchestrating and directly overseeing the daily operation, ensuring service standards are met and exceeded by the contract handling staff.
- Planning and managing administrative aspects including station invoicing, landing reports, counter/storage fees and maintaining station supplies/inventory.



- Complaint Resolution Officer and Ground Security Coordinator trained.
- Leading, coaching, and managing others.
- Conducting audits below and above the wing to ensure compliance with contract service standards.
- Serving as company liaison between the DOT, and TSA.
- Documenting and reporting safety incidents.
- Organizing and managing monthly safety meetings with vendor.

Multiple Roles | Hallmark Aviation Services | Sept. 2008 to June 2021 | Long Beach, CA

#### **Duty Manager/Trainer | Feb. 2012 to Jun. 2021**

- Training new hire customer service agents, advanced trainings, sales and ticketing, flight control, gate leads, and aircraft door opening for Airbus A380 and Boeing 787 Dreamliner.
- Managing schedules/daily rosters.
- Managing payroll and timecards.
- Performing station audits and report findings.
- Issuing read and signs for new policies and procedures.
- Mentoring and encouraged agents to learn new tasks.
- Conducting and documenting counseling sessions with agents.
- Performing investigations and reporting findings with corrective action plans.
- Monitoring and maintaining attendance/tardiness records.

#### **Customer Service Supervisor | Feb. 2011 to Feb. 2012**

- Supervising daily ticket counter and gate operation ensuring airline's precision timing schedule was adhered to.
- Serving as a point of escalation for customer discrepancies.
- Performing audits to ensure customer service agents were meeting grooming standards.
- Managing and assigning meal breaks.
- Composing incident reports.

#### **Customer Service Agent | Sept. 2008 to Feb. 2011**

- Providing excellent customer service for passengers.

### **Education & Certifications**

- Associate in Science in Electrical Technology | Expected completion 2024 | Long Beach City College | Long beach, CA

#### **Certifications**

- GSC certified
- CRO certified

### **References**

- Crystal Guerra, Duty Manager | Qantas Airways | 323.713.8794
- Jose Velasquez, Duty Manager | Air New Zealand | 310.686.6528
- Maria Silva, Auditor | Hallmark Aviation Services | 310.902.1236



## Monita Kong | Bookkeeper

Monita brings 22 years of progressive management experience in airport and airline accounting, finance, and banking. She brings extensive knowledge in accounts payable, accounts receivable, budget preparation and management, cash flows, and financial reports operations and management. Monita brings specific expertise and understanding of the common use operation, alongside LAWA's requirements, timelines, and expectations for the finance and administrative function.

### Multiple Roles | LAX Common Use Operation | Nov. 2015 to Present | Los Angeles, CA

ASG has been TBITEC's subcontracted management partner for the LAX common use operation since 2022. Monita worked in a similar capacity for TBITEC's previous management partner.

#### Finance & Administration Manager | May 2022 to Present

- Providing oversight of all TBITEC financial and business systems.
- Preparing monthly contractor invoices; collaborating with the General Manager and Terminal Managers on the review and approval of contractor invoices.
- Assisting General Manager with preparation of Board Resolutions, contracts, and RFP.
- Overseeing vendor contractual insurance requirements and user tax filing.
- Managing badge audits, key access, parking pass and software licenses.

#### Accounting Manager | Nov. 2015 to May 2022

- Managing accounts payable, accounts receivable, cash flow, budget preparation/maintenance/reporting, banking, debt, investment, possessory interest tax, bookkeeping, financial reports, and reservations for training rooms,
- Coordinating preparation of income tax filings and annual financial statement with outside CPA; coordinate preparation of annual financial audit.
- Preparing monthly contractor invoices; collaborate with the General Manager and Operations Manager on the review & approval of contractor invoices.
- Providing oversight of TBITEC CBP bond program, faithful performance guarantee program and airline bankruptcy coordination, and customs seal report.

### Station Accountant | Fiji Airways | Aug. 2007 to Oct. 2015 | Los Angeles, CA

- Managing accounts payable and receivable, bank reconciliation, budget, and chargeback.
- Providing oversight of the review and processing of refunds for agents and wholesalers.
- Providing oversight of USD funds, and arranging appropriate local investments to maximize investment income.
- Assisting in securing company assets, cash and accountable documents.
- Preparing expenditure budgets and monitored performance throughout the year.
- Preparing and delivering daily sales reports.
- Maintaining personnel records and coordinated payroll issuance for North America and United Kingdom staff with selected outside source.
- Collaborating with agents and wholesalers on ACM and ADM; assisting with their questions on ARC and BSP billings.





Accountant | Air China Limited | Mar. 2003 to Aug. 2007 | El Segundo, CA

- Managing accounts payable and receivable, heavy bank account reconciliation, with specialization in chargeback
- Preparing the monthly tax filing, quarterly tax report, monthly settlement report, and annual financial report.
- Executing sales audits, refund processing, debit and credit memos, letter of credits, incoming calls, data entries, and follow-up.

## Education & Certifications

### Education

- A.A. Degree in Accounting | Santa Monica College | 2003 | Honor with 4.0 GPA.
- Strayer University | Courses in Accounting and Business Management | 1997

### Certifications

- OSHA 10hr General Safety and Health Industry Course

## References

### **Duane Hayden**

Managing Deputy Commissioner, Operations  
Midway International Airport  
Duane.Hayden2@cityofchicago.org  
773.559.5487

### **Dr. ZhiHang Chi**

VP for North America of Air China  
chizhihang@airchina.com  
310.335.0088

### **Candy Andrus**

General Manager of Fiji Airways  
Candyandrus@outlook.com  
310.487.9851



## 2.1.6(C) Company Profile



Originally founded in 1982 as LAXTEC, TBITEC is a non-populated, Not-For-Profit collaborative consortium formed by a number of Member Airlines operating at LAX for the purpose of designing, constructing, installing, operating, maintaining, and financing select airline equipment, systems, and services. The scope of equipment and services under management has grown over the years, as airlines and LAWA have come to view TBITEC as an efficient, reliable, and capable partner.

### 2.1.6(C)(i) Profile & Location

Since 2011, TBITEC has partnered with professional consortium management companies to staff the day-to-day Management Team. Presently, the day-to-day affairs of TBITEC are managed by a staff of industry professionals employed by Airport Synergy Group LAX (ASG) and Adcom Ventures (Adcom). The team of 36 includes administrative, managerial, operational, ARCC MODs, dispatch, and gating staff. This team is responsible for overseeing and coordinating the daily efforts of the 32 service providers to deliver a cohesive, 24/7 high-quality

level of service to every airline, regardless of size or status.

TBITEC's corporate headquarters are located at LAX with offices located in TBIT, Terminal 1.5, and Terminal 5. All management and support staff are based from and work daily at LAX. Complete contact information for the company can be found below:

#### **TBITEC**

Los Angeles International Airport  
380 World Way  
Los Angeles, CA 90045  
+1 424.750.4052  
cwalrath@tbiteclax.com

### 2.1.6(C)(ii) Ownership and Key Contacts

TBITEC coordinates CU operations for 40 member airlines, 11 associate member airlines, and 25 non-member airlines operating from TBIT, Bradley West Concourse, Terminal 1.5, Terminal 5, and most recently Terminals 2 and 6.

The Member Airlines (shown below) are the official owners of TBITEC. Ownership is open to all carriers.

|                      |                    |                        |                     |
|----------------------|--------------------|------------------------|---------------------|
| AA American Airlines | CZ China Southern  | KE Korean Airlines     | QF Qantas           |
| AF Air France        | DE Condor          | LA LAN Airlines        | QR Qatar Airways    |
| AM Aerovias          | DL Delta Air Lines | LH Lufthansa           | SQ Singapore        |
| AV Avianca           | EK Emirates        | LY El Al Israel Air    | SY Sun Country      |
| B6 Jet Blue          | FJ Fiji Airways    | MU China Eastern       | TK Turkish          |
| BA British Airways   | G4 Allegiant Air   | NH All Nippon Airways  | TN Tahiti Nui       |
| BR EVA               | HA Hawaiian Air    | NK Spirit Airlines     | VS Virgin Atlantic  |
| CA Air China         | IB Iberia/Level    | NZ Air New Zealand     | YP Air Premia       |
| CI China Airlines    | JL Japan Airlines  | OZ Asiana              | Y4 Volaris          |
| CX Cathay Pacific    | JX Starlux         | PR Philippine Airlines | SU Aeroflot Russian |

### TBITEC Executive Committee

The organization is overseen by a Member Committee, acting through the TBITEC Executive Committee. The daily operation will be overseen by a Managing Director working in close collaboration with the Executive Director and the nine-member

Executive Committee (collectively, TBITEC's Executive Leadership) to steer the day-to-day management and operation of the company and deliver maximum value. The Executive Committee is comprised of airline Commercial Real Estate

Representatives (CREs) and local station managers operating from the CU terminals.

The Executive Leadership group meets with LAWA on a monthly basis to confer and align on the

operation of the common use equipment and services, goals, and performance. Contact information for each member is provided below.

Table 2.1.6-1: Executive Committee Contact Information

| Name             | Airline | Role             | Office Location | Phone        | Email                          |
|------------------|---------|------------------|-----------------|--------------|--------------------------------|
| Sheila O'Neil    | NZ      | Chairperson      | Los Angeles, CA | 310.529.5858 | Sheila.ONeil@airnz.com         |
| David Anderson   | AA      | Vice Chairperson | Phoenix, AZ     | 480.544.5184 | David.Anderson@aa.com          |
| Dave Thomas      | LH      | Secretary        | Los Angeles, CA |              | david.thomas@dlh.de            |
| Jim Boucher      | DL      | Representative   | Atlanta, GA     |              | jim.boucher@delta.com          |
| Jim Kawashima    | G4      | Representative   | Los Angeles, CA | 424.488.4550 | james.kawashima@allegiant.com  |
| Rona Sarhad      | B6      | Representative   | Los Angeles, CA | 213.264.1505 | Rona.Sarhad@jetblue.com        |
| Erik Saywack     | QF      | Representative   | Los Angeles, CA |              | erik.saywack@qantas.com.au     |
| Delphine Deleger | AF/KL   | Representative   | Los Angeles, CA |              | dedeleger@airfrance.fr         |
| Grace Chang      | CI      | Representative   | Los Angeles, CA | 310.923.3888 | grace.chang@china-airlines.com |

### TBITEC Management Team

Our Management Team is provided by our subcontracted management group, ASG—a joint venture between Avports LLC (Avports), Jacobsen|Daniels Associates, LLC (J|D), and Consolidated Management Professionals (CMP)—Adcom, and Digital Archiving Systems (DAS). Together, they will staff the wider team for the Project and manage the range of subcontracts required to effectively deliver the Scope of Work. Through these arrangements, and with oversight

from the Executive Committee, the TBITEC team leverages a group of seasoned aviation professionals with diverse airport and related professional service consulting backgrounds. This combination results in a broad experience base that can be applied to the varied and complex aviation and airport issues that confront the aviation industry.

Ownership and contact information for each firm is presented below.

Table 2.1.6-2: Management Team Contact Information

| Name            | Company | Office Location  | Phone        | Email                            |
|-----------------|---------|------------------|--------------|----------------------------------|
| Carrie Sullivan | Adcom   | Los Angeles, CA  | 310.721.7364 | csullivan@tbiteclax.com          |
| Arturo Garcia   | ASG     | Dulles, VA       | 703.855.2492 | agarcia@airportsynergygroup.com  |
| Darryl Daniels  | ASG     | Ypsilanti, MI    | 734.730.3346 | ddaniels@airportsynergygroup.com |
| Bernard Deir    | ASG     | Bedford Park, IL | 773.418.7075 | bdeir@airportsynergygroup.com    |
| Abraham Km      | DAS     | Los Angeles, CA  | 310.815.9288 | abekim@arcdesigns.net            |

**Through ASG, Adcom, and DAS, TBITEC brings a combined bench strength of more than 850 staff across the U.S., including 36 staff already embedded at the common use operation.** ASG maintains a local office at 5757 West Century Blvd,

Suite 610, Los Angeles, CA 90045. ASG partner, J|D, also maintains a satellite office at 6033 West Century Blvd, Suite 830, Los Angeles, CA 90045) and has long served LAX and TBITEC in a variety of capacities. This presence allows ASG to offer a

flexible and scalable pool of multi-faceted, on-demand resources for the CU Services.

### 2.1.6(C)(c) Key Clients

TBITEC was formed as a non-profit corporation to serve as a dedicated and unbiased representative of the member and non-member airlines operating from the common use terminals and areas at LAX. The company exists to deliver safe and efficient oversight and management of assigned airline facilities, equipment, systems, and services.

At present, TBITEC represents the collective interests of its 40 member airlines, 11 associate member airlines, and 25 non-member airlines. In addition to the participating airlines, TBITEC also serves LAWA as the current operator of the common use operation. TBITEC presently oversees the operation, maintenance, and upkeep of all equipment and services listed in the Scope of Work.



Figure 2.1.6-1: TBITEC's member airlines



## Local Experience Supported by Nationwide Expertise

TBITEC's Management Team brings extensive and demonstrable experience overseeing the precise systems, equipment, and services as those which will be provided under the contract being solicited. This experience spans a wide range of airports (including LAX), providing us with broad perspective on best practices across the industry.

A summary of the experience brought by our Management Team is provided in the table below.

## TBITEC PROPOSAL TEAM HIGHLIGHTS

- › Extensive hands-on experience managing CU Services across the U.S. and at LAX for LAWA;
- › Strong local Management Team onsite with direct working knowledge of the CU Services and history of equipment;
- › Successful past performance operating the CU Services;
- › Demonstrable history of successfully partnering with LAWA to plan and execute a range of complex projects; and
- › True partnership built on mutually aligned interests

Table 2.1.6-3: Summary of Experience

| Service                          | Representative Airport(s) |     |     |      |     |     |     |     |     |     |     |
|----------------------------------|---------------------------|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|
|                                  | LAX                       | ALB | DTW | EWR* | SWF | HVN | HPN | GYG | MDW | FRG | TEB |
| <b>Maintenance Services</b>      |                           |     |     |      |     |     |     |     |     |     |     |
| Airline Equipment                | ♦                         | ♦   | ♦   |      | ♦   | ♦   | ♦   |     | ♦   |     |     |
| Airport Facilities               | ♦                         | ♦   | ♦   | ♦    | ♦   | ♦   | ♦   | ♦   | ♦   | ♦   | ♦   |
| Financial Services               | ♦                         | ♦   | ♦   | ♦    | ♦   | ♦   | ♦   | ♦   | ♦   | ♦   | ♦   |
| <b>Scheduling Services</b>       |                           |     |     |      |     |     |     |     |     |     |     |
| Common Use Gates                 | ♦                         |     | ♦   |      |     |     | ♦   |     | ♦   |     |     |
| Exclusive/Preferential Use Gates | ♦                         | ♦   | ♦   | ♦    | ♦   | ♦   |     |     | ♦   |     |     |
| <b>Other Services</b>            |                           |     |     |      |     |     |     |     |     |     |     |
| Organizational Logistics         | ♦                         | ♦   | ♦   | ♦    | ♦   | ♦   | ♦   | ♦   | ♦   | ♦   | ♦   |
| Customer Services                | ♦                         | ♦   | ♦   | ♦    | ♦   | ♦   | ♦   | ♦   | ♦   | ♦   | ♦   |
| Custodial Services               | ♦                         | ♦   | ♦   | ♦    | ♦   | ♦   | ♦   | ♦   | ♦   | ♦   | ♦   |
| FIS Liaison and Assistance       | ♦                         | ♦   | ♦   |      | ♦   |     |     |     | ♦   |     |     |
| Ramp Services                    | ♦                         | ♦   | ♦   | ♦    | ♦   | ♦   | ♦   | ♦   |     | ♦   | ♦   |
| Contract Management Services     | ♦                         | ♦   | ♦   | ♦    | ♦   | ♦   | ♦   | ♦   | ♦   | ♦   | ♦   |

\*EWR Contract was completed in 2019.

Through this combined experience, TBITEC is able to demonstrate that we meet the qualifications required by the RFP, and summarized in the table below.

Table 2.1.6-4: TBITEC Team Qualifications

| Minimum Qualifications  | TBITEC | ASG     |     |     | DAS |
|---|--------|---------|-----|-----|-----|
|   |        | Avports | J/D | CMP |     |
| Min. 10 years' prior experience performing similar common use operations and services successfully as described in the Scope of Work at a comparable airport. Demonstrate the team has recent experience managing services for domestic and international operations working with government and local agencies, including airport authorities, the TSA, CBP, Airport Police, airlines, and other airport stakeholders. | ♦      | ♦       |     | ♦   |     |
| Min. of 5 years' experience managing and overseeing the operation and maintenance of conventional conveyor baggage systems.   | ♦      | ♦       |     | ♦   |     |
| Min. 3 years' experience managing and overseeing the operation and maintenance of ICS including high/low level controls and functionality for both respective baggage system types  | ♦      |         |     |     |     |
| Min. of 5 years' experience managing and overseeing the operation and maintenance of PBB and related gate support equipment and systems, including but not limited to, aircraft ground power (400 Hz), PCA, PWC, eGSE charging, PBB air conditioning, and VDGS  | ♦      | ♦       |     | ♦   |     |
| Must have proven project management experience of projects that include designing, installing, replacing, and refurbishing the listed airport aeronautical equipment  | ♦      | ♦       | ♦   | ♦   |     |
| Minimum of 5 years' experience managing domestic flight operation airline support services, including but not limited to janitorial, ADA guest, baggage & tub management, passenger, and airport security   | ♦      | ♦       | ♦   | ♦   |     |
| Min. of 5 years' experience managing/maintaining hydrant fuel systems   | ♦      |         | ♦   | ♦   |     |
| Min. of 3 years' experience managing aircraft gate assignments  | ♦      |         |     | ♦   |     |
| Required Information Technology qualifications:   |        |         |     |     | ♦   |
| a) Must have 5 years' experience in IT system administration or server management   |        |         |     |     | ♦   |
| b) Proficiency in managing various operating systems, such as Windows, Linux, Unix, or macOS  |        |         |     |     | ♦   |
| c) Understanding of server hardware server maintenance and upgrades   |        |         |     |     | ♦   |
| d) Familiarity with networking and data exchange protocols, virtualization technologies, such as VMware, Hyper-V, and IT security best practices  |        |         |     |     | ♦   |
| e) Experience with IT system monitoring tools and troubleshooting to ensure smooth operation and maximum availability of computer systems   |        |         |     |     | ♦   |
| f) Strong communication skills, including developing technical as-built documentation, and communicating technical concepts to non-technical stakeholders.  | ♦      | ♦       | ♦   | ♦   | ♦   |

## 2.1.6(D) Experiences & References

TBITEC and our management group's non-LAWA contracts are summarized below using the table required in Attachment 5 (the full Attachment is included as an Appendix to this Section 2.1.6), alongside detailed project examples on the following pages.

The Contract Responsibility Program Questionnaire provided in **Part 2 – Administrative Requirements** lists current and prior City of Los Angeles contracts held within the last 10 years.

|    | Company Name, Business Type, Address  | Contact Person Name, Title, Address, Phone and Email  | Project/ Contract Start Date  | Project/Contract Completion Date                       | Contract Name, Specific Role, & Description   | Contract Value                             |
|----|---|---|---|--|---|--|
| 1. | American Airlines<br>Commercial Air Carrier<br>4333 Amon Carter Blvd,<br>Fort Worth, TX 76155,<br>United States | David Anderson<br>Vice Chairperson, TBITEC Board of Directors<br>4000 E. Sky Harbor Blvd.<br>Phoenix, AZ 85034<br>480.544.5184<br>David.Anderson@aa.com | LAA-8600 –<br>September 16,<br>2011<br><br>DA-5495A<br>April 21, 2021 | LAA-8600 –<br>June 20, 2023<br><br>DA-5495A<br>Ongoing | Agreement Between the City of Los Angeles and Tom Bradley International Terminal Equipment Company for Providing Equipment Maintenance Services at Los Angeles International Airport Common Use Equipment and Services Manager                                      | \$81 million<br>(Annual OpEx Budget)       |
| 2. | Spirit Airlines<br>Commercial Airline<br>2800 Executive Way<br>Miramar FL 33025                                 | Garry Jones<br>Chairperson, DANTeC Board of Directors<br>2800 Executive Way<br>Miramar FL 33025<br>954.329.9969<br>Garry.Jones@Spirit.com               | January 15, 2021  | Ongoing  | DANTeC Maintenance, Operation, and Management Agreement Consortium Manager<br>DANTeC was formed to operate and maintain certain airline facilities, systems, and equipment at the Evans Terminal of Detroit Metropolitan Airport                                    | \$14 million<br>(Annual OpEx Budget)       |
| 3. | Westchester County  | Hugh J. Greechan, Jr.<br>County Commissioner<br>148 Martine Ave.,<br>White Plains, NY 10601<br>hjjg7@westchestergov.com<br>914.995.2546                 | 1977  | Ongoing  | Westchester County Airport & Facility Management<br>ASG (via parent company Avports) manages the Class I, commercial service primary airport (FAR Part 139, Class 1, ARFF Index B) serving approximately 1.4 million passengers annually in northern New York City. | \$53 million<br>(Annual OpEx Budget)       |
| 4. | Albany County Airport Authority   | Philip F. Calderone   CEO, Albany County Airport Authority<br>737 Albany Shaker Rd., Albany, NY 12211<br>518.242.2222<br>pcalderone@albanyairport.com   | 2005  | Ongoing  | Albany International Airport (ALB) & Facility Management<br>ASG (via parent company Avports) has been providing comprehensive airport management services at ALB since 2005.  | \$40 million<br>(Annual OpEx Budget)       |
| 5. | United Airlines   | Sandra Widerborg   United Airlines   Director, CRE<br>233 South Wacker Dr. Chicago IL 60606<br>Sandra.M.Widerborg@united.com<br>872.825.8527            | 2005  | Ongoing  | Airport Liaison Office/O'Hare Modernization<br>ASG (via parent company J D), represents the airlines serving O'Hare International Airport on its \$6.6B airfield modernization program and ongoing \$6B terminal development.                                       | \$ 1 million<br>(annual consulting budget) |



# TBITEC Consortium

Los Angeles International  
Airport (LAX)

1 World Way  
Los Angeles, CA 90045



TBITEC exists to oversee common use services, equipment, and projects at LAX on behalf of LAWA and the airlines operating from common use terminals and other areas of the airport. In May 2022, TBITEC's management subcontractor, ASG, was awarded the contract to oversee the TBITEC consortium. Since assuming responsibility, ASG assisted with returning several out-of-service PBBs to service, refurbished several 30+ year old passenger boarding bridges, developed updated budgeting tools, implemented new KPI reports, and played an instrumental role in developing and deploying the airport's employee screening program.

With an operating budget of over \$81 million, TBITEC is responsible for providing management and oversight for the common use equipment and services as well as certain airline services. TBITEC maintains mission-critical airline equipment and service contracts, including legacy and ICS baggage handling systems, PBBS, preconditioned air and 400 Hz ground power systems, vertical docking guidance systems, and potable water cabinets. Additionally, TBITEC oversees a range of services, such as ramp tower services, custodial services, wheelchair and ADA passenger assistance services, oversize baggage transport, bag portering and skycap services, bag-tub restocking, ACAMS reset services, employee screening, and oversight of various projects as assigned.



## Management Services

- Contract Administration
- Equipment Maintenance
- Facilities Maintenance
- ADA Guest Services
- Ramp Tower Services
- Custodial Services
- Business Management

## Dates of Performance

1982 to Present

## Annual OpEx Budget

\$81+ million

## Contact Person

### Mr. David (DJ) Anderson

TBITEC Board Co-Chairperson  
4000 E. Sky Harbor Blvd.  
Attn: T4-PAD  
Phoenix, AZ 85034  
David.Anderson@aa.com  
480.544.5184

## Project Principal(s)

Bernard J. Deir



# DANTeC Consortium

Detroit Metropolitan  
Airport (DTW)

9000 Middlebelt Rd.  
Romulus, MI 48174



In January 2021, TBITEC's management subcontractor, ASG, was awarded the contract to oversee the DANTeC airline consortium at DTW. Since assuming responsibility for the consortium in 2021, ASG has had great success managing the operation and implementing numerous operational and financial enhancements. Prior to that, ASG's Partner, Bernard Deir, played an active role in the planning, formation, and mobilization of the DANTeC consortium in 2008, and later supported the operation with corporate, accounting, and operational support as a regional manager from 2010 to 2012.

With a \$14 million operating budget, DANTeC operates and maintains mission-critical airline systems, equipment, and service contracts at the North Terminal of DTW, including baggage handling and inline explosive detection systems, PBBs, preconditioned air and 400 Hz ground power systems, GSE fuel storage and distribution system, FIDS/BIDS, potable water cabinets, and terminal conveyance systems. Additionally, DANTeC oversees certain shared services, such as: ramp tower services, *back-of-the-house* custodial services, wheelchair and passenger assistance services, oversize baggage transport, bag-tub restocking, gate/ramp striping, and oversight of airline projects as assigned.



## Management Services

- Contract Administration
- Equipment Maintenance
- Facilities Maintenance
- Ramp Tower Services
- Custodial Services
- Business Management

## Dates of Performance

January 2021 to Present

## Annual OpEx Budget

\$14+ million

## Contact Person

**Mr. Garry Jones**  
DANTeC Board  
Chairperson  
2800 Executive Way  
Miramar, FL 33025  
Garry.Jones@spirit.com  
954.329.9969

## Project Principal(s)

Bernard J. Deir

# Airport & Facility Management

Westchester County  
Airport (HPN)

240 Airport Rd,  
White Plains, NY 10604



Since 1977, TBITEC's management subcontractor, ASG, (via parent company Avports) has managed the Class I, commercial service primary airport (FAR Part 139, Class 1, ARFF Index B) serving approximately 1.4 million passengers annually in northern New York City. Avports was engaged to operate and maintain the airport on a day-to-day basis and currently employs a local staff of 175. Avports provides operations, facility maintenance, airline/aircraft ground handling, and accounting/administrative services. The present contract also allows Avports to invest in capital projects, which it did in 1996 when it invested \$2 million to complete the new terminal.

The airport is served by six Part 121 airlines (American, Cape Air, Delta, Elite Airways, JetBlue, and United). Avports' Environmental Quality Management System is also ISO-14001 certified at Westchester County Airport. In addition to those services, Avports assists the County in engineering and Airport Improvements Program (AIP)/Passenger Facility Charge (PFC) administration, wheelchair and passenger assistance services, oversize baggage transport, bag tub restocking, gate/ramp striping, and oversight of numerous airline projects.



Westchester  
gov.com

## Management Services

- Contract administration
- Facility & equipment maintenance
- Ground handling and airline services
- Custodial services
- AIP/PFC consulting
- Wheelchair services
- Business management

## Dates of Performance

1977 to Present

## Annual OpEx Budget

\$53 million

## Contact Person:

Hugh J. Greechan, Jr.  
County Commissioner  
148 Martine Ave.,  
White Plains, NY 10601  
hjh7@westchestergov.com  
914.995.2546

## Project Principal(s):

April Gasparri, Avports  
General Manager at HPN





ALB | Airport & Facility Management

### 737 Albany Shaker Rd, Albany, NY 12211

TBITEC's management subcontractor ASG (via parent company Avports) has been providing comprehensive airport management services at Albany International Airport (ALB) since 2005. The FAR Part 139, Class 1, ARFF Index C airport is the gateway to the New York State's greater capital region, serving 2.3 million passengers annually with six Part 121 airlines (American, Cape Air, Delta, JetBlue, Southwest, and United). Additionally, the airport is the home to NYSDOT's aviation group (Governor's fleet) and the New York Army National Guard (Helicopter Unit).

Avports is the single-source provider of airport operations and customer experience services, maintenance and janitorial services, accounting, ARFF, parking lot and shuttle bus operations, as well as the airport's art program.

### Dates of Performance

2005 to Present

### Management Services

- Contract Administration
- Facility & Equipment Maintenance
- Shuttle Bus Operations
- Business Management

### Annual OpEx Budget

\$40+ million

### Contact Person

Philip F. Calderone  
CEO, Albany County Airport Authority  
737 Albany Shaker Rd., Albany, NY 12211  
518.242.2222 | pcalderone@albanyairport.com



Airport Liaison Office/O'Hare Modernization

### 10000 W Balmoral Ave, Chicago, IL 60666

TBITEC's management subcontractor, ASG (via parent company Jacobsen|Daniels (J|D) Associates), presently represents the airlines serving O'Hare International Airport on its \$6.6B airfield modernization program and ongoing \$6B terminal development. J|D serves as single, dedicated point of contact for the airlines and for all the project stakeholders—airport operations, program managers, FAA air traffic controllers, and the City of Chicago—for providing technical support, construction coordination, maintaining ongoing operations without disruption, and verifying program's goals are being met.

As the Airline Liaison Office, J|D coordinates all aspects of communication between the airlines and the City, including financial reviews and capital development coordination.

### Dates of Performance

2005 to Present

### Management Services

- Technical Support/Construction Coordination
- Program Management and Implementation
- Stakeholder Management
- Field Inspections

### Annual Consulting Budget

\$1+ million

### Contact Person

Sandra Widerborg | United Airlines | Director, CRE  
233 South Wacker Dr. Chicago IL 60606  
Sandra.M.Widerborg@united.com | 872.825.8527

## Attachment 5

### Proposer's Experience and References Form

List up to five (5) non-City of Los Angeles, non-LAWA contracts that attest to the Proposer's experience and capability to successfully manage and perform the scope of work and services detailed in the RFP. *\*Proposer's experience with the City of Los Angeles and other City contracts should be listed in response to Attachment 6 - Administrative Requirements.*

Contract Value: If a subcontractor, indicate the total value of the project contract and the total value of the Proposer's portion of work on the contract.

|    | Company Name, Business Type, Address  | Contact Person Name, Title, Address, Phone and Email  | Project/Contract Start Date  | Project/Contract Completion Date                       | Contract Name, Specific Role, & Description   | Contract Value                          |
|----|---|---|--|--|---|---|
| 1. | American Airlines<br>Commercial Air Carrier<br>4333 Amon Carter Blvd, Fort Worth, TX 76155, United States | David Anderson<br>Vice Chairperson, TBITEC Board of Directors<br>4000 E. Sky Harbor Blvd.<br>Phoenix, AZ 85034<br>480.544.5184   David.Anderson@aa.com  | LAA-8600 –<br>September 16, 2011<br><br>DA-5495A<br>April 21, 2021 | LAA-8600 –<br>June 20, 2023<br><br>DA-5495A<br>Ongoing | Agreement Between the City of Los Angeles and Tom Bradley International Terminal Equipment Company for Providing Equipment Maintenance Services at Los Angeles International Airport<br>Common Use Equipment and Services Manager                                   | \$81 million (Annual OpEx Budget)       |
| 2. | Spirit Airlines<br>Commercial Airline<br>2800 Executive Way<br>Miramar FL 33025                           | Garry Jones<br>Chairperson, DANTEC Board of Directors<br>2800 Executive Way<br>Miramar FL 33025<br>954.329.9969   Garry.Jones@Spirit.com                | January 15, 2021   | Ongoing  | DANTEC Maintenance, Operation, and Management Agreement<br>Consortium Manager<br>DANTEC was formed to operate and maintain certain airline facilities, systems, and equipment at the Evans Terminal of Detroit Metropolitan Airport                                 | \$14 million (Annual OpEx Budget)       |
| 3. | Westchester County  | Hugh J. Greechan, Jr.<br>County Commissioner<br>148 Martine Ave.,<br>White Plains, NY 10601<br>914.995.2546  <br>hig7@westchestergov.com                | 1977   | Ongoing  | Westchester County Airport & Facility Management<br>ASG (via parent company Avports) manages the Class I, commercial service primary airport (FAR Part 139, Class 1, ARFF Index B) serving approximately 1.4 million passengers annually in northern New York City. | \$53 million (Annual OpEx Budget)       |
| 4. | Albany County Airport Authority   | Philip F. Calderone   CEO, Albany County Airport Authority<br>737 Albany Shaker Rd.<br>Albany, NY 12211<br>pcalderone@albanyairport.com<br>518.242.2222 | 2005   | Ongoing  | Albany International Airport (ALB) & Facility Management<br>ASG (via parent company Avports) has been providing comprehensive airport management services at ALB since 2005.  | \$40 million (Annual OpEx Budget)       |
| 5. | United Airlines   | Sandra Widerborg   United Airlines   Director, CRE<br>233 South Wacker Dr. Chicago IL 60606<br>Sandra.M.Widerborg@united.com<br>872.825.8527            | 2005   | Ongoing  | Airport Liaison Office/O'Hare Modernization<br>ASG (via parent company JJD), represents the airlines serving O'Hare International Airport on its \$6.6B airfield modernization program and ongoing \$6B terminal development.                                       | \$ 1 million (annual consulting budget) |





## 2.1.7 TECHNOLOGY



## 2.1.7. TECHNOLOGY

TBITEC recognizes the importance of informed, data-driven decision making in effectively delivering the CU Services. We are committed to working alongside LAWA to implement processes and systems that are forward-looking, and help to achieve LAWA's vision for the future of LAX. Our management group brings a focus on innovation—both in emerging tools and in our management approaches—that TBITEC will leverage in evaluating and implementing proposed technology solutions for the CU Services.

As TBITEC is familiar with the operational demands of the CU Services, we have proposed

several technologies below that we believe will help improve their delivery. Some of the technologies discussed here have already been implemented as trials, while others are still in development or being researched. Some of the benefits to be realized through the effective use of technology include streamlined communications, automated/reliable data collection and compilation, efficient reporting, and real-time systems monitoring. TBITEC will make it a goal to implement solutions that provide LAWA with real-time dashboard access.

### A FLEXIBLE & RESOURCEFUL PARTNER: SYNAPTIC AVIATION

In 2023, TBITEC collaborated with LAWA to oversee a pilot program in install high-definition, artificial intelligence (AI) enabled cameras at a number of VDGSs at the Bradley Terminal. The ramp management software, provided by Synaptic Aviation, will benefit the Airport and airlines by providing the automated capture and recording of key gate activities and time-stamps, such as attaching/detaching PCA, attaching/detaching GSU, arrival/departure of provisioning equipment, and baggage loads. The software is also capable of detecting hazards in the safety envelope (e.g., airport workers, wheel chocks), providing real-time alerts, and improving gate and financial performance.

Upon request, TBITEC oversaw the installation of the first five units at gates 135, 137, 139, 159, 209A and 209B. The pilot was successful and TBITEC coordinated the handoff of the project to LAWA's contractor for installation of the remaining 27 gates.



## 2.1.7(A) Embedding a Technology Focus in our Organization

As part of our organizational structure, TBITEC included **an IT Manager to help the management better shape how technology is incorporated into the CU Services for maximum impact and benefit.** Among other duties, the IT Manager will lead initiatives to plan and evaluate technologies, advise and guide LAWA and TBITEC on selecting a solution, oversee implementation (either directly or via a Project Manager/ implementation specialist), train staff, maintain hardware, install patches and updates, and troubleshoot problems.

The IT Manager will work collaboratively with TBITEC's current technology partners as well as other IT groups and stakeholders, such as Brock Solutions, SITA, Maderna, Vanderlande, and SafeGate. Outside of real-time communication associated with overseeing the IT infrastructure on day-to-day basis, TBITEC will arrange a quarterly working group with LAWA to discuss new technologies, assess opportunities to deploy solutions at LAX, align priorities, and review projects.

## 2.1.7(B) Asset & Operations Management


At present, TBITEC leverages two separate vendor-provided CMMS systems to track information regarding the BHS and aeronautical equipment. In Terminal 5, TBITEC employs the vendor managed INFOR CMMS software, which houses equipment lists, preventative maintenance schedules and task instructions, maintenance performed, parts used, maintenance hours, and equipment status. TBITEC uses the vendor-managed Maximo system to provide similar functionality in TBIT, Bradley West Concourse, and the West Remote Gates. All information is made available to LAWA.

The IT Manager will meet with both vendors to review current systems and recommend a path forward that serves the best interest of the CU Services.



**Figure 2.1.7-1: Sample Work Order in the CMMS**

In addition to the CMMS systems, TBITEC is presently researching solutions to assist the dispatch department in capturing, managing, and reporting on call center information such as, caller name, organization, issue/reason for call, asset ID or location, actions taken, status, and resolution time. As part of our review, TBITEC's management group subcontractor, ASG, interviewed several airports to inquire what systems were being used as well as exploring the benefits and limitations of each.

 Based on this exercise and pending final review and approval, we recommend Veoci software as a scalable solution that will meet both current and future requirements. The software, which is commonly deployed as an emergency management solution, also provides efficient options for call center management, communication and collaboration, as well as automated and mass notifications, and also has a CMMS module. The system allows for custom workflows and business rules to be developed to efficiently manage operations and communications. The system will also contain a

complete list of equipment assets and allow for real time updating of equipment status and reporting.

## 2.1.7(B) Brock Smart Suite Enterprise (SSE) Platform

In 2021, TBITEC coordinated a pilot with Brock Solutions to trial an enterprise solution to connect the many datasets present the LAX operating environment (e.g., different baggage systems, service providers, etc.) The data-centralization platform provides a single interface to view and interact with systems data across the airport. The SmartSuite Database serves as a central repository for all baggage, passenger, and flight messages, as well as external sources (e.g., BHS, airline systems, etc.) to provide end-to-end visibility enterprise-wide. The data is consolidated

from the various systems and linked with other corresponding information to create cohesive story.

The system's real-time data reporting, visualization, and analysis tools greatly improves monitoring capabilities and overall performance by yielding insights that would not otherwise be possible without significant manual data manipulation. As an example, the system stores information from all terminals in a centralized database, allowing users to track bags across the airport. The system also provides mobile capability to allow field personnel to view system status remotely as well as on any mobile device. The pilot was extended and formally adopted in 2023 and TBITEC is coordinating with LAWA to explore and implement additional solutions.

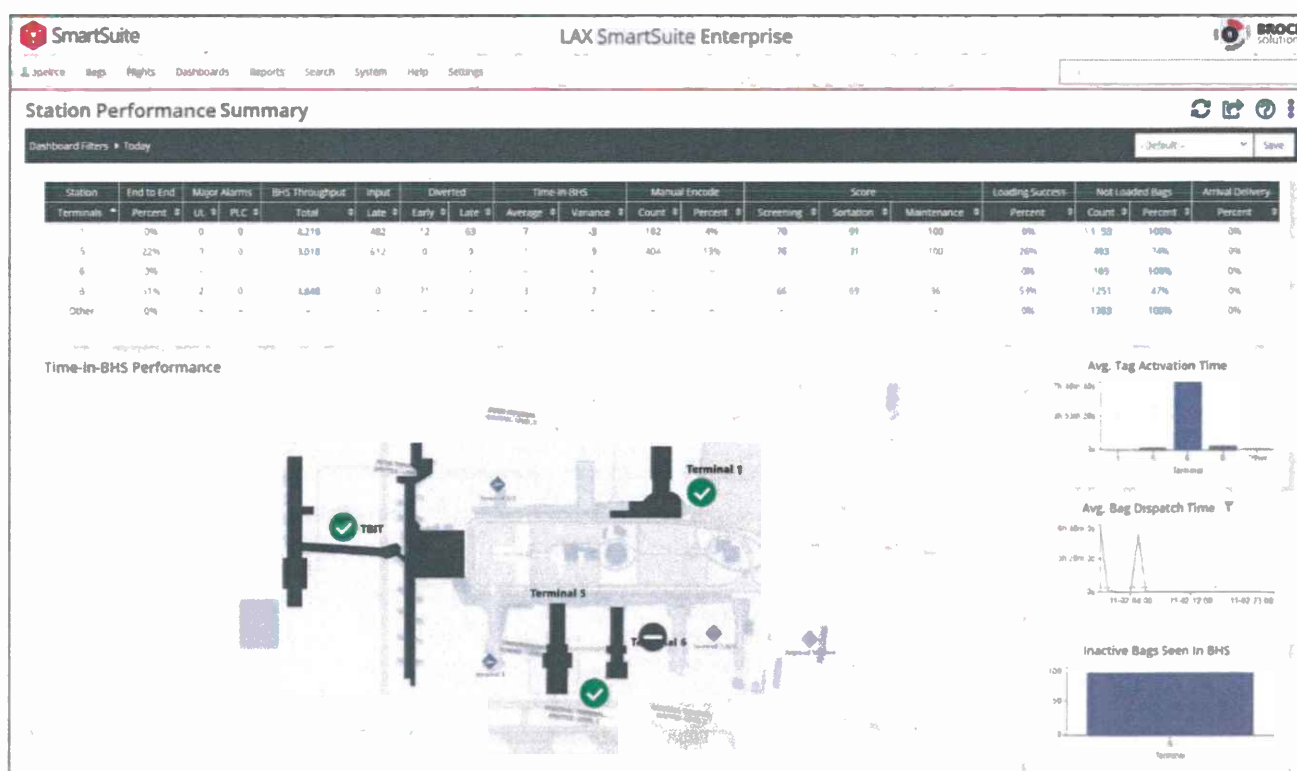


Figure 2.1.7-2: Brock SSE Platform

### Brock HMI on Mobile and Tablet Application

The Brock Perspective HMI application was implemented in 2023 a proof of concept in Terminal 5 and provides a graphical

representation of a conveyor system or other equipment as adapted. This mobile application allows field technicians, maintenance managers, TBITEC and LAWA view system status via a



graphical screen that displays the overall layout of the entire system as well as detailed screens will also for each area.

### Brock HMI On-Cloud: PBBs

Building on the success of the HMI on Mobile Application, Brock will be installing a cellular router

at a Terminal 5 PBBs, in order to send data back to the HMI on Cloud. This pilot program will test the feasibility and utility of real-time access to PBB status monitoring by field personnel, maintenance supervisors, TBITEC management and LAWA.

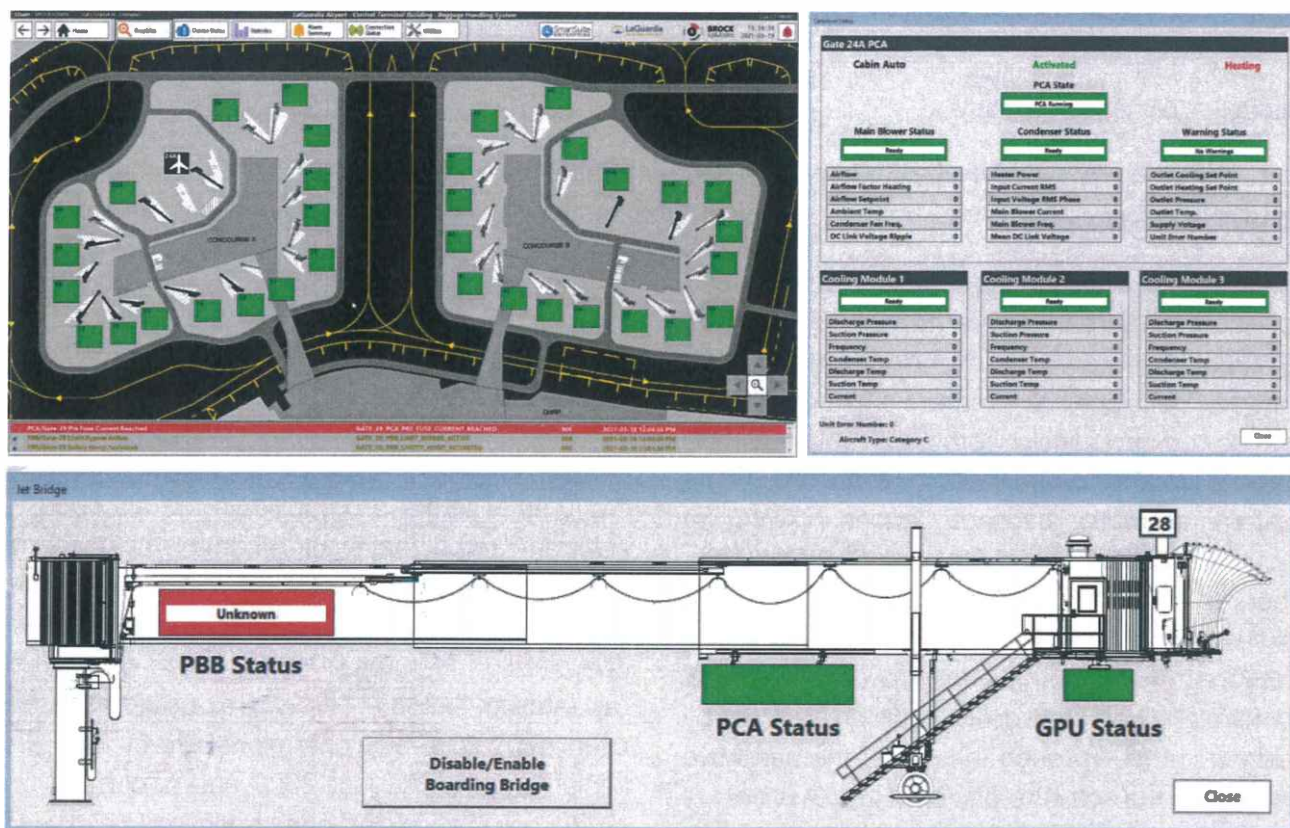


Figure 2.1.7-4: Brock HMI On-Cloud (PBBs)

### 2.1.7(C) Asset Registry

TBITEC recently conducted a complete inventory of all LAWA assets, which were recorded in a registry (as shown in the figure below). The initiative was a large undertaking that included all equipment, furniture, tools, vehicles, appliances, and other assets. Each asset was labeled and provided with a unique asset ID, which was affixed directly to the asset. Each asset was researched to identify and record manufacturer and model as appropriate, purchase date, location, and other pertinent details. The asset registry will be actively

maintained on an ongoing basis and will be available to LAWA for inspection at any time.

Per the Scope of Work, TBITEC will update its existing registry to include additional asset characteristics such as condition, purchase date, acquisition cost, and warranty information. The Administrative Assistant, Controller, IT Manager, and other team members will collaborate to continue to update and improve the existing asset management program and registry. The IT Manager will also coordinate with LAWA to determine the best method to allow that the asset



management registry to interface with LAWA's Maximo CMMS.

| Terminal | Location | Description          | Color       | Brand              | Count                            | Owner | Classification |                    |
|----------|----------|----------------------|-------------|--------------------|----------------------------------|-------|----------------|--------------------|
| 1        | T1.5     | Dispatch / DM Office | Computer 1  | 9 Black and 1 Gray | 8 Scrypts, 1 Benq, Acer and 1 HP | 1     | LAWA           | T-2105-DD-001-T1.5 |
| 2        | T1.5     | Dispatch / DM Office | Computer 2  | 9 Black and 1 Gray | 8 Scrypts, 1 Benq, Acer and 1 HP | 1     | LAWA           | T-2105-DD-002-T1.5 |
| 3        | T1.5     | Dispatch / DM Office | Computer 3  | 9 Black and 1 Gray | 8 Scrypts, 1 Benq, Acer and 1 HP | 1     | LAWA           | T-2105-DD-003-T1.5 |
| 4        | T1.5     | Dispatch / DM Office | Computer 4  | 9 Black and 1 Gray | 8 Scrypts, 1 Benq, Acer and 1 HP | 1     | LAWA           | T-2105-DD-004-T1.5 |
| 5        | T1.5     | Dispatch / DM Office | Computer 5  | 9 Black and 1 Gray | 8 Scrypts, 1 Benq, Acer and 1 HP | 1     | LAWA           | T-2105-DD-005-T1.5 |
| 6        | T1.5     | Dispatch / DM Office | Computer 6  | 9 Black and 1 Gray | 8 Scrypts, 1 Benq, Acer and 1 HP | 1     | LAWA           | T-2105-DD-006-T1.5 |
| 7        | T1.5     | Dispatch / DM Office | Computer 7  | 9 Black and 1 Gray | 8 Scrypts, 1 Benq, Acer and 1 HP | 1     | LAWA           | T-2105-DD-007-T1.5 |
| 8        | T1.5     | Dispatch / DM Office | Computer 8  | 9 Black and 1 Gray | 8 Scrypts, 1 Benq, Acer and 1 HP | 1     | LAWA           | T-2105-DD-008-T1.5 |
| 9        | T1.5     | Dispatch / DM Office | Computer 9  | 9 Black and 1 Gray | 8 Scrypts, 1 Benq, Acer and 1 HP | 1     | LAWA           | T-2105-DD-009-T1.5 |
| 10       | T1.5     | Dispatch / DM Office | Computer 10 | 9 Black and 1 Gray | 8 Scrypts, 1 Benq, Acer and 1 HP | 1     | LAWA           | T-2105-DD-010-T1.5 |
| 11       | T1.5     | Dispatch / DM Office | Computer 11 | 9 Black and 1 Gray | 8 Scrypts, 1 Benq, Acer and 1 HP | 1     | LAWA           | T-2105-DD-011-T1.5 |

Figure 2.1.7-5: Asset Registry

## 2.1.7(D) Airport Worker Screening (AWS) Software

To assist in managing the process, resources and activity of the Airport Worker Screening Program, TBITEC collaborated with LAWA and a custom software developer to create a custom solution offering comprehensive program management, oversight, and compliance monitoring. The custom software package allows LAWA to securely upload schedules to an encrypted server, where they can be dispatched to the appropriate parties per a TSA-approved schedule. The software includes both a centralized management platform and handheld devices, which are used by field personnel. Through the use of the hardware device and the software platform, LAWA is able to dispatch service locations, track view and team location in real time, review interactions and alarm events, and generate compliance documents to meet TSA regulations. The devices also allow bi-

directional communication, providing screeners in the field with timely and necessary information while maintaining confidentiality of future assignments until required.

A key advancement is the digital transformation of screening logs, moving away from manual processes of *pen and paper* to a streamlined, digital workflow. This enhancement not only captures essential program data but also boosts accuracy and compliance. All data is uploaded to a secure central data repository where it can be compiled and leveraged for reporting purposes. The platform features a sophisticated dashboard (as shown below) offering a comprehensive overview of screening operations. The system was implemented in August 2023 and is currently in production (i.e., in use) and continues to evolve to introduce new features and address the needs of the operation.



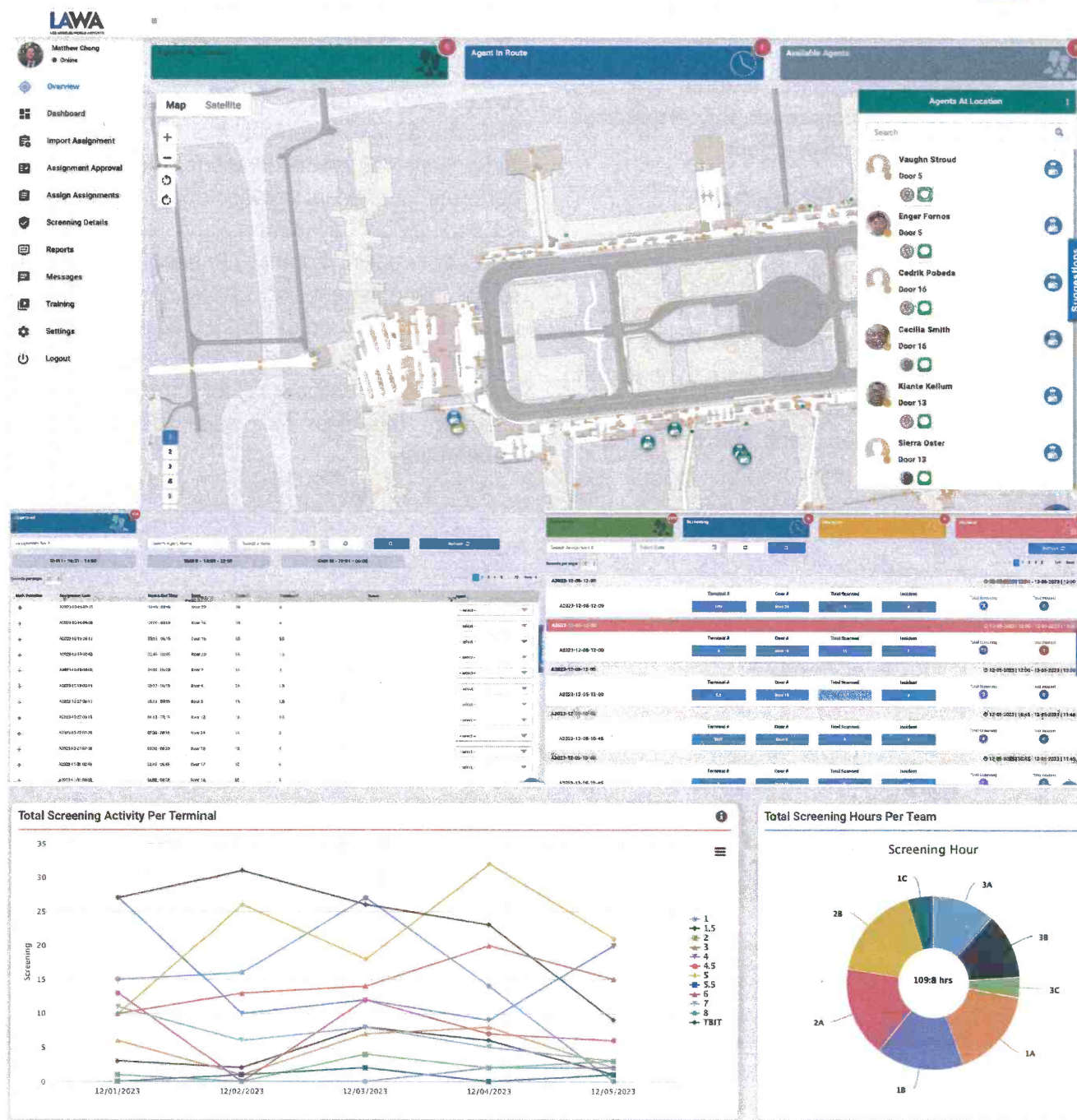


Figure 2.1.7-5: AWS Software

Looking ahead, TBITEC will look for opportunities to extend this software's application across various common-use operations, ensuring uniformity and centralization of data. This strategy will not only enhance operational efficiency but also bolster the authenticity and accuracy of performance metrics.

One of the applications currently being discussed is a Business Intelligence Module, which would build on the consolidated CU Services KPI reporting to transform the report into a customizable interactive dashboard-type report and dataset where both TBITEC and LAWA could

review and drill down into datasets to analyze performance data and reach actionable insights. These informed data-drive insights will help TBITEC assess and improve vendor performance, fostering continuous improvement.

### 2.1.7(D) Quality Program

With regard to quality control, TBITEC will combine SOPs, software, and regular vendor meetings to ensure that all CU Services are delivered according to approved SLAs. The SOPs will be used to define the QC program's goals and procedures, identify inspection schedules and methods to be used, and provide detailed

instructions on performing Quality Control Check (QCC) inspections.

Since 2021, TBITEC has used the iAuditor Platform as a convenient tool to delivery task instructions, record observations, and core vendor performance. The information captured is used to support vendor discussions and reviews and is also captured in monthly KPI reports to update senior management and LAWA on CU Services performance. As indicated, TBITEC will regularly meet with vendors to align expectations, review performance, identify areas for improvement, and establish timelines for issue correction, as appropriate.

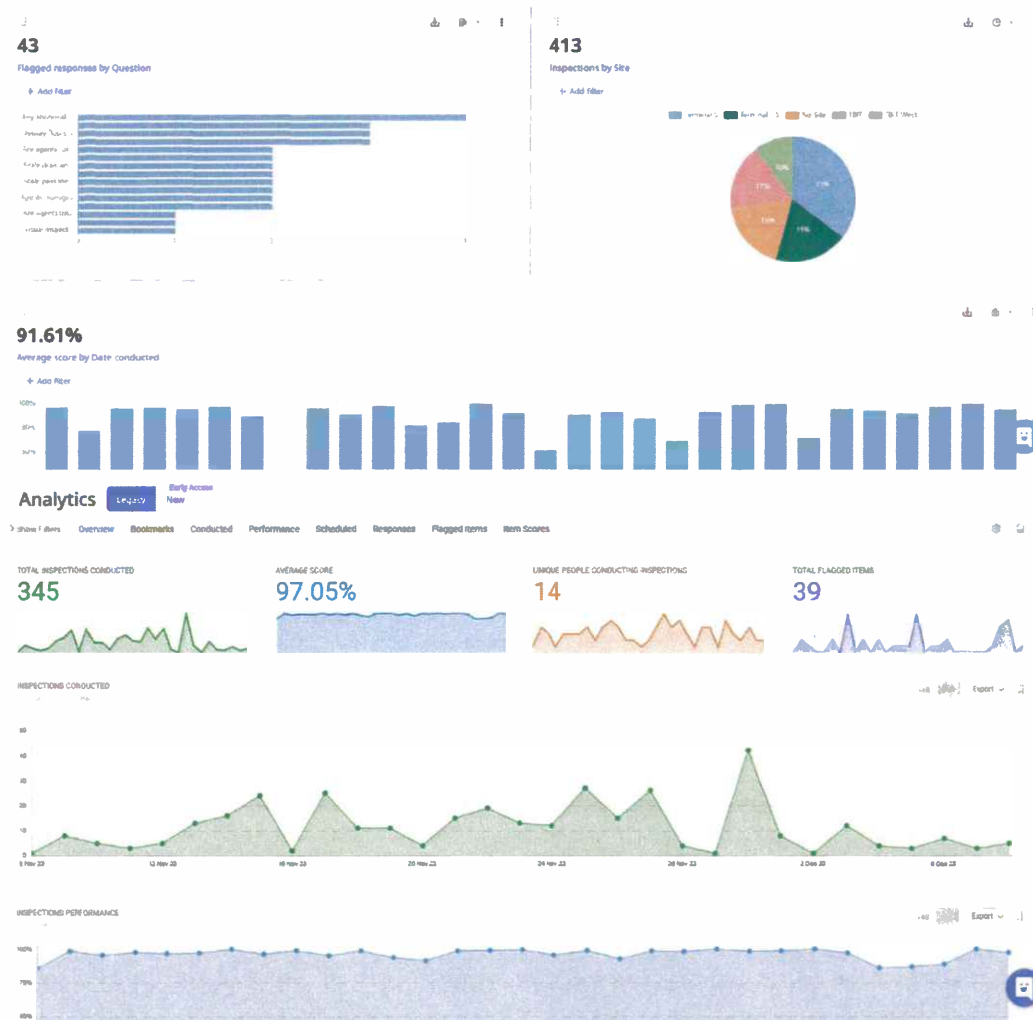


Figure 2.1.7-6: Sample iAuditor Dashboard



## 2.1.7(D) Finance & Budgeting

TBITEC presently uses **Sage 50 accounting software** - a robust accounting platform - for all record keeping. The Sage platform provides all core accounting functions, including budgeting, sales orders, customer invoicing, receipt and deposits, purchase orders, vendor invoices, payments, and financial reporting. The system has customizable dashboards and easy access to

templated reports, such as financial statements (balance sheet, income statement, etc.), customer statements, aging reports, general ledgers, journals, and other customized reports. TBITEC currently uses the Sage 50 software to record all financial transactions in accordance with Generally Accepted Accounting Principles (GAAP), providing transparent and reliable representation of TBITEC's financial position at any given time.

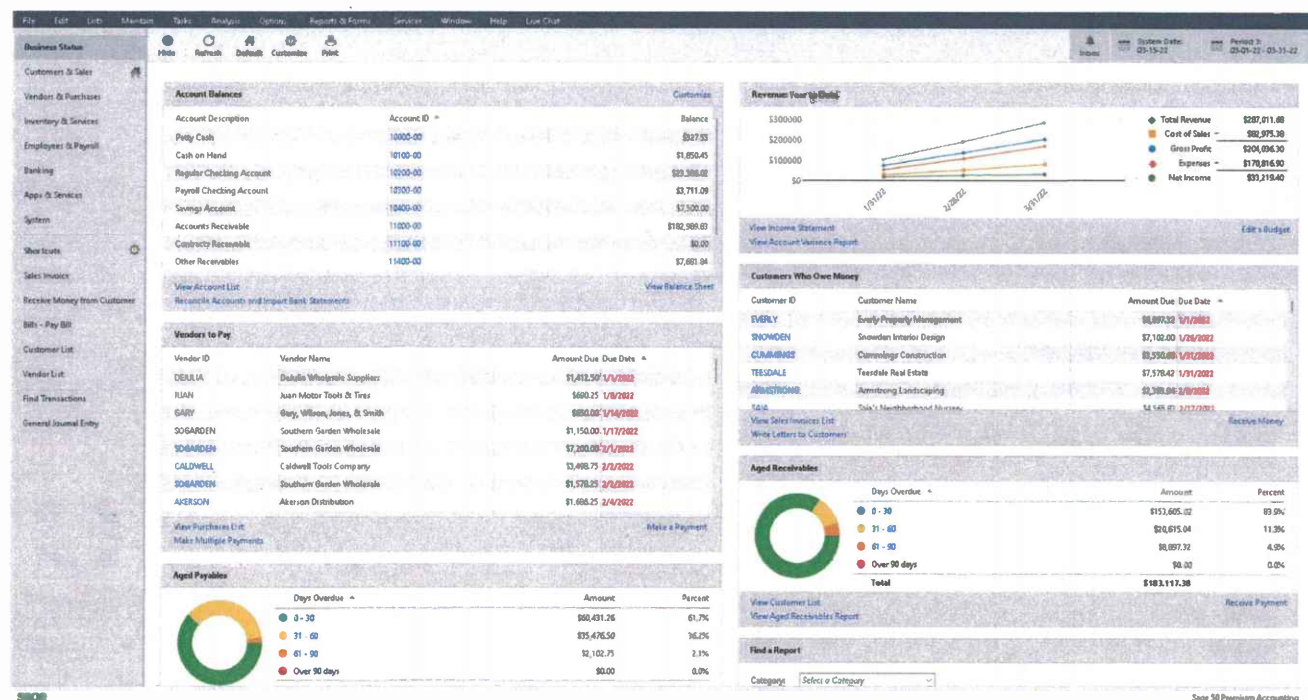


Figure 2.1.7-7: Sample Sage 50 Dashboard

For budgeting and forecasting, TBITEC presently uses a custom model to allow for simple tracking of budgets, updated forecasts, variance analyses, year-to-date spending, and year end projections. The model is being updated as TBITEC reviews and refreshes its chart of accounts and SOPs as necessary. As committed to at the outset of this section, TBITEC will make it a priority to provide LAWA with

| 2022-23 O&M (Direct) Expense Budget Summary |    |           |  | 03-Sep FYTD |                  |           |                  | 03-Sep FYTD |                   |           |                   | Remaining Budget |                  |           |                   | Remaining Projections |                   |           |                   | Projected YE |                |           |                   | Projected YE |                   |           |                   |
|---|----|-----------|--|-------------|------------------|-----------|------------------|-------------|-------------------|-----------|-------------------|------------------|------------------|-----------|-------------------|-----------------------|-------------------|-----------|-------------------|--------------|----------------|-----------|-------------------|--------------|-------------------|-----------|-------------------|
| FYTD Summary By Category                    |    |           |  | Budget      | Actual           | Variance  |                  | Budget      | Actual            | Variance  |                   | Budget           | Actual           | Variance  |                   | Budget                | Actual            | Variance  |                   | Budget       | Actual         | Variance  |                   | Budget       | Actual            | Variance  |                   |
| Baggage Services                            | \$ | 1,246,991 |  | \$          | 1,365,152        | \$        | 118,222          | \$          | 3,898,282         | \$        | 3,998,200         | \$               | 159,919          | \$        | 11,221,959        | \$                    | 11,581,878        | \$        | 15,380,078        | \$           | 159,919        | \$        | 11,221,959        | \$           | 11,581,878        | \$        | 15,380,078        |
| Equipment Maintenance                       | \$ | 1,594,192 |  | \$          | 1,540,063        | \$        | (54,129)         | \$          | 4,810,444         | \$        | 4,612,555         | \$               | (197,890)        | \$        | 14,705,035        | \$                    | 14,667,145        | \$        | 19,279,699        | \$           | (37,890)       | \$        | 14,705,035        | \$           | 14,667,145        | \$        | 19,279,699        |
| Equipment Parts                             | \$ | 288,787   |  | \$          | 398,744          | \$        | 109,957          | \$          | 908,212           | \$        | 1,082,424         | \$               | 174,212          | \$        | 2,495,356         | \$                    | 2,919,567         | \$        | 4,001,982         | \$           | 424,212        | \$        | 2,495,356         | \$           | 2,919,567         | \$        | 4,001,982         |
| GMO Services                                | \$ | 480,377   |  | \$          | 590,675          | \$        | (89,703)         | \$          | 1,120,881         | \$        | 950,173           | \$               | (170,708)        | \$        | 3,255,516         | \$                    | 3,064,808         | \$        | 4,014,981         | \$           | (170,708)      | \$        | 3,255,516         | \$           | 3,064,808         | \$        | 4,014,981         |
| IT / Data Comm                              | \$ | 68,523    |  | \$          | 86,067           | \$        | 17,544           | \$          | 203,589           | \$        | 232,521           | \$               | 28,932           | \$        | 706,755           | \$                    | 733,707           | \$        | 966,228           | \$           | 26,552         | \$        | 706,755           | \$           | 733,707           | \$        | 966,228           |
| Custodial Services                          | \$ | 498,257   |  | \$          | 414,749          | \$        | (83,514)         | \$          | 1,526,756         | \$        | 1,526,654         | \$               | (200,102)        | \$        | 4,732,995         | \$                    | 4,532,293         | \$        | 5,858,948         | \$           | (200,102)      | \$        | 4,732,995         | \$           | 4,532,293         | \$        | 5,858,948         |
| Landed Space                                | \$ | 81,752    |  | \$          | 78,717           | \$        | (3,035)          | \$          | 245,257           | \$        | 288,456           | \$               | 43,198           | \$        | 687,578           | \$                    | 735,771           | \$        | 1,029,227         | \$           | 48,198         | \$        | 687,578           | \$           | 735,771           | \$        | 1,029,227         |
| Maintenance Support Services                | \$ | 123,972   |  | \$          | 58,172           | \$        | (65,801)         | \$          | 371,916           | \$        | 189,969           | \$               | (181,947)        | \$        | 1,297,696         | \$                    | 1,115,749         | \$        | 1,305,719         | \$           | (181,947)      | \$        | 1,297,696         | \$           | 1,115,749         | \$        | 1,305,719         |
| Misc. Operating Expenses                    | \$ | 53,946    |  | \$          | 33,581           | \$        | (20,365)         | \$          | 181,899           | \$        | 95,588            | \$               | (86,311)         | \$        | 551,772           | \$                    | 516,737           | \$        | 612,320           | \$           | (35,035)       | \$        | 551,772           | \$           | 516,737           | \$        | 612,320           |
| Passenger Assistance Services               | \$ | 666,596   |  | \$          | 719,797          | \$        | 53,201           | \$          | 2,050,362         | \$        | 2,203,672         | \$               | 153,311          | \$        | 5,930,915         | \$                    | 6,084,726         | \$        | 8,287,898         | \$           | 153,311        | \$        | 5,930,915         | \$           | 6,084,726         | \$        | 8,287,898         |
| Potable Water Uplift                        | \$ | 91,250    |  | \$          | 525              | \$        | (90,725)         | \$          | 88,790            | \$        | 875               | \$               | (92,875)         | \$        | 374,123           | \$                    | 281,250           | \$        | 282,125           | \$           | (92,875)       | \$        | 374,123           | \$           | 281,250           | \$        | 282,125           |
| Project                                     | \$ | 8,350     |  | \$          | -                | \$        | (8,350)          | \$          | 25,050            | \$        | -                 | \$               | (25,050)         | \$        | 100,200           | \$                    | 75,150            | \$        | 75,150            | \$           | (25,050)       | \$        | 100,200           | \$           | 75,150            | \$        | 75,150            |
| Security Services                           | \$ | 201,588   |  | \$          | 219,008          | \$        | 17,414           | \$          | 617,581           | \$        | 645,228           | \$               | 27,645           | \$        | 1,804,999         | \$                    | 1,832,655         | \$        | 2,477,881         | \$           | 27,645         | \$        | 1,804,999         | \$           | 1,832,655         | \$        | 2,477,881         |
| Supplies                                    | \$ | 14,926    |  | \$          | 14,696           | \$        | (230)            | \$          | 44,778            | \$        | 45,714            | \$               | 936              | \$        | 133,398           | \$                    | 174,474           | \$        | 220,188           | \$           | 41,076         | \$        | 133,398           | \$           | 174,474           | \$        | 220,188           |
| <b>Total</b>                                |    |           |  | <b>\$</b>   | <b>5,366,229</b> | <b>\$</b> | <b>5,319,936</b> | <b>\$</b>   | <b>16,020,688</b> | <b>\$</b> | <b>15,677,023</b> | <b>\$</b>        | <b>(343,665)</b> | <b>\$</b> | <b>47,977,695</b> | <b>\$</b>             | <b>48,115,391</b> | <b>\$</b> | <b>63,792,414</b> | <b>\$</b>    | <b>137,696</b> | <b>\$</b> | <b>47,977,695</b> | <b>\$</b>    | <b>48,115,391</b> | <b>\$</b> | <b>63,792,414</b> |

Figure 2.1.7-8: Sample Sage 50 Summary Report

## 2.1.7(E) Drill Down Customer Satisfaction Survey

To understand the degree of satisfaction of passengers, guests, visitors, and staff (both internal and external), there is the potential to implement a series of drill-down Customer Experience surveys. These surveys will be aligned with the ASQ questionnaires and methodology, which our team is very familiar with and completely embrace. These surveys could be deployed using tablet-computer questionnaires, at different passenger touchpoints.

### Passenger Experience Survey

#### Part 2 - Customer Experience drivers

Please rate your EXPERIENCE at this airport on the day of travel in the following areas:

#### Overall passenger experience

|                              | 5 - Excellent         | 4 - Very good         | 3 - Good              | 2 - Fair              | 1 - Poor              | No evidence           |
|------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Overall passenger experience | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

#### Landing and deplaning experience

|   | 5 - Excellent         | 4 - Very good         | 3 - Good              | 2 - Fair              | 1 - Poor              | No evidence           |
|---|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| A - Time between touchdown and aircraft parking | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| B - Efficiency of the deplaning process         | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| C - Courtesy of staff while deplaning           | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| D - Deplaning information on board              | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Row 5   | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

Figure 2.1.7-9: Sample Drill Down Customer Survey





## 2.1.9 INCLUSIVITY REQUIREMENTS & INCLUSIVITY PLAN EVALUATION



## 2.1.9 INCLUSIVITY REQUIREMENTS & INCLUSIVITY PLAN EVALUATION

TBITEC understands LAWA's goals as it pertains to small, local, and diverse businesses. We are prepared and committed to serving as a trusted partner in working alongside LAWA to realize these goals—beginning with our own team. TBITEC's subcontracted management group, Adcom, Airport Synergy Group LAX (ASG), and Digital Archiving Systems (DAS) each qualify for one or more xBE certifications.

### A TOP-DOWN & BOTTOM-UP APPROACH TO DIVERSITY

**Adcom** is a minority-owned consulting firm which is presently certified as an SB/Micro by the State of California with an MBE certification under review.

**DAS** is presently certified as a SBE/Micro, LSBE, MBE, and CBE.

**ASG** is a local business and has an LBE certification pending. ASG has a high degree of confidence that this certification will be awarded promptly. Additionally, ASG is a joint venture whose ownership includes one MBE/DBE/ACDBE firm and one certified Veteran Owned Small Business (VOSB).

As such, **TBITEC expects the composition of our team to qualify for 100% xBE participation at the time of contract award.** With this commitment starting from the top of our organizational structure, TBITEC will maintain a keen focus on xBE goals in all aspects of contracting throughout the CU Services.

Certifications are attached following this section.

We acknowledge that the selected Contractor will be required to implement LAWA's xBE goals into all subcontracts within two years from the start of the new contract. TBITEC will carry these goals forward into the common use subcontracts.

### Hands-On Experience Supporting Small & Diverse Businesses

TBITEC's team has hands-on experience supporting similar small diversity business

program goals. For example, **our Managing Director, Bernard Deir, has provided support for similar small business programs for nearly 10 years for a variety of organizations,** including community outreach and engagement, certification assistance, mentorship and consulting, and developing/delivering a range of capacity building training.



Figure 2.1.9-1: Broad support for similar programs



TBITEC commits to complying with and abiding by all laws of the State of California, City of Los Angeles, and other applicable jurisdictions. Neither TBITEC nor its contractors will discriminate on the basis of race, color, religion, gender, or national origin in the award of performance of contracts. TBITEC is committed to providing fair and representative opportunities for minorities, women, and other disadvantaged businesses and individuals. We acknowledge the two-year timeframe and commit to meeting the goal. Additional details regarding our inclusivity plan and approach are included in the section below.

## 2.1.9(A) Project Inclusivity & Subcontracting Plan

We understand the potential challenges of implementing and building a robust business diversity program. TBITEC will begin by finalizing formal objectives and strategies for the inclusivity program, building on the information identified in this section. While xBE goals have been clearly established in the RFP and are expected to increase over time, our program is based on the principles below serving as stepping stones to be developed and deployed:

1. Mobilizing the program;
2. Assessing and educating the current vendors;
3. Community outreach and education;
4. Clearly articulated RFP requirements paired and supporting procurement processes;
5. Contract xBE participation monitoring; and
6. Supportive services.

### 2.1.9(A)(i) Mobilizing the Program

Upon notice of award, TBITEC will recruit and onboard a Procurement and Contract Compliance Manager (PACC Manager) to support this effort.

**The PACC Manager will serve as the key point of contact and liaison to LAWA on all xBE matters.**

This individual will be supported by the Managing Director, Director of Operations, and Controller to

full explore, clarify, and document program strategies and SOPs, build community relationships, as well as identify opportunities and work to reduce challenges and barriers that may exist.

The PACC Manager will be responsible for implementing the approved Inclusivity Plan, overseeing procurement activities, monitoring xBE participation, and reporting on compliance. Because it will play a critical role in the Restructure Plan, **the Inclusivity Plan is expected to be implemented within four months of the Contract Start Date.**

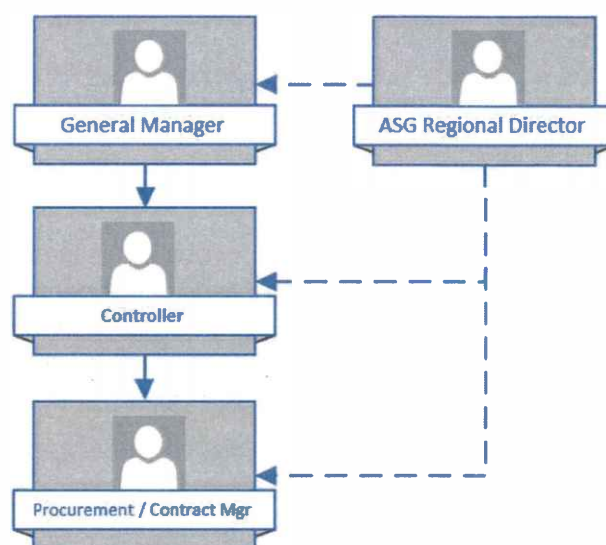


Figure 2.1.9-2: Reporting structure of staff primarily responsible for execution of Inclusivity Commitments

### 2.1.9(A)(ii) Assessing and Educating the Current Vendors

**Within the first 30 days of the Contract Start Date, TBITEC will conduct one or more informational sessions with all current subcontractors** to explain the xBE program, goals, and available certifications. TBITEC will take stock of which vendors are presently certified and will encourage certification for eligible firms and/or assist non-certified vendors in determining their eligibility.

For firms which are not interested or not eligible for certification, TBITEC will encourage those firms to



begin exploring opportunities to partner with xBE firms as soon as possible. Where third-tier subcontracting is not a readily viable option due to limited or proprietary scopes or lack of qualified vendors, TBITEC will encourage subcontractors to explore the feasibility of purchasing of goods materials through certified suppliers as an alternative avenue of participation.

As part of this assessment, TBITEC will also research and document applicable NAICS code(s) for the CU Services for the purpose of cross referencing this list against the City of Los Angeles Small Local Business Directory, the California Unified Certification Program Registry, and other similar databases. This will allow the PACC Manager to identify services where the vendor pool is limited (two or less available firms) and to prioritize outreach efforts.

#### 2.1.9(A)(iii) Community Outreach & Education

Depending on LAWA desired level of engagement, TBITEC can assist in **establishing connections with local business community organizations to proactively increase the size of the pool of available qualified xBE subcontractors**, such as, Los Angeles Small Business Development Centers (SBDC), LA County Department of Economic Opportunity (DEO), Veterans Business Outreach Center's (VBOC), Women's Business Development Centers (WBC), Asian Pacific Islander Small Business Collaborative (API SBC), Together LA, the Southern California Minority Supplier Development Council (MSDC), and others.

TBITEC will fully cooperate with LAWA's efforts to increase xBE participation at LAX. Potential initiatives may include attending vendor fairs, presenting at information sessions, and participating in other similar events. The PACC Manager will be available to represent TBITEC at LAWA vendor fairs and similar outreach events and will support matchmaking and other initiatives designed to increase xBE participation. TBITEC

can also participate in LAWA's training efforts upon request. **TBITEC's Managing Director has provided a wide range of small business training for xBE firms**, such as Business Development 101, Business Development 201, Understanding the Procurement and Bidding Process, Project Basics, Estimating 101, Risk Management, Budgeting, Advanced Business Management, and Microsoft Tools. 2.1.9(A)(iv) Well-Articulated RFP Requirements Alongside Supporting Procurement Processes

TBITEC will take advantage of the subcontractor restructuring efforts to rapidly increase xBE participation to meet/exceed the identified goals. The PACC Manager will collaborate with LAWA to review solicitation language, evaluation criteria, and proposed contract language to ensure it accurately reflects the goals of LAWA before publishing.

In order to support large contractor-small business engagement, we recommend publishing a five-quarter buying plan on the TBITEC website. This will provide potential sellers (primes and subcontractors) with advanced notice of upcoming opportunities to allow ample time for planning and team building. The PACC Manager will reinforce the importance of xBE goals at each pre-bid meeting by reviewing and clarifying the xBE Program requirements.

TBITEC will schedule pre-bid conferences to allow approximately 60 minutes of at the end of each meeting to allow potential prime contractors and subcontractors to network and explore partnering opportunities. TBITEC will also share an attendee list within five days of each pre-bid conference that identifies (at a minimum) the name of attendees, company/affiliation, certification(s) if any, participation interest (prime/subcontractor/both), and contact information. These efforts are intended to support matchmaking.

TBITEC will at all times comply with all LAWA guidelines, rules, and regulations related to procurement.

### 2.1.9(A)(v) Contract xBE Participation Monitoring

The PACC Manager will track xBE spend against total contract expenditures to validate compliance of prime contractors. Spending will be assessed each quarter against goals to identify any deficiencies that may be materializing. By proactively monitoring participation and addressing issues quickly, the PACC Manager will ensure that prime contractors abide by the commitments put forward in their proposals.

TBITEC will use coaching, mediation, and when necessary, Contract Violation Notices (CVNs) to enforce compliance. TBITEC expects these measures to be key in retaining xBE firms and aiding these firms to grow capacity. The Managing Director, Director of Operations, Controller, and PACC Manager will produce regular reports and will meet with LAWA's Contract Administrator to provide updates and address open concerns.

### 2.1.9(A)(vi) Supportive Services

The PACC Manager will make himself/herself available to small xBE subcontractors as necessary to address concerns and offer support as appropriate.

As it pertains to anticipated challenges, TBITEC expects there may be limited qualified firms available to participate in certain NAICS categories at the outset of the contract. Barriers to participation may include simple lack of awareness, limited financial capacity, difficulty in securing insurance or bonding, limited bandwidth/resources, technical know-how, and organizational sophistication, among others.

Despite any potential challenges, **we understand the importance of diversity in sourcing and we will strive to reduce barriers and create and maintain an inclusive contracting environment** that reflects the goals of the City of Los Angeles, the airlines serving LAX, LAWA, and the diversity of the larger community in which we work and benefit.

TBITEC will partner with LAWA to develop strategies to overcome or mitigate barriers and increase participation to exceed goals.





All businesses are encouraged to provide voluntary diversity data information in their CalProcure profiles. The data will help us shape policies and develop strategies to improve opportunities for all businesses to contract with the state.

Click [HERE \(https://fiscal.cdn.prismic.io/fiscal/394445b2-9d0e-40a3-b940-9315c3783793\\_Diversity+Data+Procedures+%28Registered%29+%281%29.pdf\)](https://fiscal.cdn.prismic.io/fiscal/394445b2-9d0e-40a3-b940-9315c3783793_Diversity+Data+Procedures+%28Registered%29+%281%29.pdf) for instructions. More information is available on the Statewide Supplier Diversity Program (<https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Statewide-Supplier-Diversity-Program/Statewide-Supplier-Diversity-Program>) page.

# Certification Profile

## State of California Certification



**Certification ID: 2036141**

Legal Business Name

Adcom Ventures Inc

Doing Business As (DBA) Name1

Doing Business As (DBA) Name2

Office Phone Number

213/447-3422

Business Fax Number

Business Web Address

[adcomventures.com \(http://adcomventures.com\)](http://adcomventures.com)

Service Areas

Los Angeles , Monterey , Orange , Riverside , Sacramento , San Bernardino , San Diego , San Francisco

Address

4826 Shenandoah Ave

CALIFORNIA

Los Angeles

CA 90056

Email:

[terry@adcomventures.com \(mailto:terry@adcomventures.com\)](mailto:terry@adcomventures.com)

Total Number of Employees

1

Business Types

Service

[View Keywords](#)

[View Classifications](#)

[View Supplier Diversity Information](#)

**Active Certifications**

371

?





LOS ANGELES COUNTY  
**CONSUMER & BUSINESS AFFAIRS**

Board of Supervisors August 26, 2022

Hilda L. Solis  
First District

Holly J. Mitchell  
Second District

Sheila Kuehl  
Third District

Janice Hahn  
Fourth District

Kathryn Barger  
Fifth District

Director  
Rafael Carbajal

Chief of Staff  
Joel Ayala

Abraham Kim, Owner  
DIGITAL ARCHIVING SYSTEMS, LLC  
534 W MANCHESTER BLVD  
INGLEWOOD, CA 90301-1628

**Vendor #: 202276**  
**Certification**  
**Record #: 092835**

**CERTIFICATION FOR NON-FEDERALLY FUNDED COUNTY SOLICITATIONS**

Dear Abraham Kim,

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) with the County of Los Angeles effective as of the date of this letter. Your LSBE certification expiration date is based on your [California Department of General Services \(DGS\)](#) small business certification. Your certification expires on **May 31, 2024**.

Your business is eligible for LSBE preference consideration in those County of Los Angeles solicitations which include the "Request for Preference Consideration" form. You must complete the form and provide a copy of this approval letter in your bid/proposal to receive the preference. To view your L.A. County LSBE certification status, visit: [camisvr.co.la.ca.us/webven](https://camisvr.co.la.ca.us/webven)

As a certified LSBE, your company is also eligible for a 15-day prompt payment through the "Countywide Small Business Payment Liaison and Prompt Pay Program." To request your free Prompt Payment Stamp please email the Office of Small Business at [OSB@dcba.lacounty.gov](mailto:OSB@dcba.lacounty.gov) or call (323) 881-3964.

The County of Los Angeles Department of Consumer and Business Affairs (DCBA) reserves the right to request additional information and/or conduct an on-site visit to verify your company's eligibility for this certification. Please contact our office immediately if your business experiences any changes that could affect eligibility during the certification period.

For questions about this certification or to learn more about resources available to small businesses you can visit us online at [DCBA.lacounty.gov](https://dcba.lacounty.gov), email us at [OSB@dcba.lacounty.gov](mailto:OSB@dcba.lacounty.gov), or call us at (323) 881-3964.

Sincerely,

Rafael Carbajal  
Director

Christian Olmos  
Program Chief, Office of Small Business  
RC:CO



[dcba.lacounty.gov](https://dcba.lacounty.gov)  
[info@dcba.lacounty.gov](mailto:info@dcba.lacounty.gov)

500 W. Temple St., Suite B-96, Los Angeles CA, 90012-2706  
(213) 974-1452 • (800) 593-8222 • Fax: (213) 687-1137

| Certification Type | Application Date | Status   | Status Date/Time | From       | To         |
|--------------------|------------------|----------|------------------|------------|------------|
| SB(Micro)          | 11/07/2023       | Approved | 11/07/23 2:52PM  | 11/07/2023 | 11/30/2025 |

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Printed on: 7/12/2022 10:38:19 AM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>

## Office of Small Business & DVBE Services

**Certification ID:** 2002584**Legal Business Name:**

Digital Archiving Systems, LLC

**Doing Business As (DBA) Name 1:**

Arc Designs, Digital Archiving Systems, LLC

**Doing Business As (DBA) Name 2:**

Arc Designs

**Address:**

534 W Manchester Blvd

Inglewood

CA 90301

**Email Address:**

evasquez@arcdesigns.net

**Business Web Page:**[www.arcdesigns.net](http://www.arcdesigns.net)**Business Phone Number:**

310/815-9288

**Business Fax Number:****Business Types:**

Non-Manufacturer , Service

| Certification Type | Status   | From       | To         |
|--------------------|----------|------------|------------|
| SB(Micro)          | Approved | 05/10/2022 | 05/31/2024 |

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: [OSDSHELP@DGS.CA.GOV](mailto:OSDSHELP@DGS.CA.GOV)

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605



Company Details



User Management



Compliance Documents



Certification



NAICS Codes and Licenses



Bookmarks



BIP Management



Related Opportunities



RAMP Support

For any questions regarding certifications please contact the Bureau of Contract Administration, Office of Contract Compliance at [bca.certifications@lacity.org](mailto:bca.certifications@lacity.org) (<mailto:bca.certifications@lacity.org>)

## Certification



Add Certification

City of Los Angeles Harbor Expired Certifications

| Name | Status | Expiration Date |
|------|--------|-----------------|
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|---|----------|--|



Certification Number

Agency

Added Date

9/7/2023

Added By

Compliance Analyst

### CITY OF LOS ANGELES

City of Los Angeles (<https://www.lacity.org>)Mayor's Office of Karen Bass (<http://www.lamayor.org>)Open Data (<https://data.lacity.org/dataset/RAMP-Open-Bld-Opportunities/hf3r-utnq>)

Bond Assistance Program

Building Permits (<https://lads.org/services/core-services/plan-check-permit>)

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### A SERVICE BROUGHT TO YOU BY

| LBE: LOCAL BUSINESS ENTERPRISE (LOS ANGELES)

| Verification In Progress





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**REQUEST FOR PROPOSALS (RFP)  
FOR MANAGEMENT AND OVERSIGHT OF COMMON USE  
FACILITIES, EQUIPMENT, AND SERVICES  
FOR LOS ANGELES WORLD AIRPORTS  
SUPPLEMENTAL INTERVIEW QUESTION**

- 1) In the table below, please list the names of the individuals from your firm who will be part of the proposed team, working full-time and based in Los Angeles.

| NAME                   | TITLE                                     | TIME FRAME                  |
|------------------------|---|-----------------------------|
| Carrie Sullivan        | Executive Director                        | Current                     |
| Bernard Deir           | Managing Director                         | Beginning No Later than 6/1 |
| Christopher Walrath    | Director Of Operations                    | Current                     |
| Lea Camarillo          | Financial Controller                      | Current                     |
| Monita Kong            | Bookkeeper                                | Current                     |
| Yodit Demissie         | Administration Assistant                  | Current                     |
| TBD                    | Procurement & Contract Compliance Manager | Beginning No Later than 7/1 |
| Tom Wilkins            | IT / Data Manager                         | Current                     |
| TBD                    | Process & Safety Manager                  | Beginning July 1            |
| Jasmin Alcala          | ARCC Terminal Manager                     | Current                     |
| Zamira Curri           | ARCC Duty Manager                         | Current                     |
| Gilbert Fajardo        | ARCC Duty Manager                         | Current                     |
| Sohaib Khan            | ARCC Duty Manager                         | Current                     |
| TBD                    | Project Manager                           | Beginning July 1            |
| Janaye Cobb            | TBIT Terminal Manager                     | Current                     |
| Mark Grubman           | TBIT Duty Manager                         | Current                     |
| Rashun Jimerson        | TBIT Duty Manager                         | Current                     |
| Claudia Martinez       | TBIT Duty Manager                         | Current                     |
| Rickey Schenck         | TBIT Duty Manager                         | Current                     |
| Cristaly Tabudlo       | TBIT Duty Manager                         | Current                     |
| Juan Flores            | TBIT Duty Manager                         | Current                     |
| TBD                    | TBIT Duty Manager                         | Beginning July 1            |
| Candido Hernandez      | T1.5 / MSC Terminal Manager               | Current                     |
| Kyung Kim              | T1.5 / MSC Duty Manager                   | Current                     |
| Edward Lopez           | T1.5 / MSC Duty Manager                   | Current                     |
| Danny Perez Aquino     | T1.5 / MSC Duty Manager                   | Current                     |
| Connie Anderson        | T1.5 / MSC Duty Manager                   | Current                     |
| Carlos Alvarado Torres | T1.5 / MSC Duty Manager                   | Current                     |

| NAME                     | TITLE                      | TIME FRAME       |
|--------------------------|----------------------------|------------------|
| TBD                      | T1.5 / MSC Duty Manager    | Beginning July 1 |
| Samuel Schneider         | T5 Terminal Manager        | Current          |
| Pedro Ceja               | T5 Duty Manager            | Current          |
| Yesenia Favela           | T5 Duty Manager            | Current          |
| Victor Renderos          | T5 Duty Manager            | Current          |
| TBD                      | BHS Manager                | Beginning July 1 |
| TBD                      | Landside Equipment Manager | Beginning July 1 |
| TBD                      | PBB Manager                | Beginning July 1 |
| TBD                      | Airside Equipment Manager  | Beginning July 1 |
| John Ancheta             | Administration Supervisor  | Current          |
| Carolina Gonzalez Campos | Gate Coordinator           | Current          |
| Rosa Lia Hilario         | Gate Coordinator           | Current          |
| Norma Evelia Martin      | Gate Coordinator           | Current          |
| Naama Ramos              | Gate Coordinator           | Current          |
| Sandra Elsaid            | Dispatcher                 | Current          |
| Quanita Gray             | Dispatcher                 | Current          |
| Kelly Johnson            | Dispatcher                 | Current          |
| Jaylen Mcduffie          | Dispatcher                 | Current          |