



NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT

AIRPORT GATE SERVICES AND CONVEYOR SYSTEM OPERATION AND MAINTENANCE PROGRAM AGREEMENT

This Airport Gate Services and Conveyor System Operation and Maintenance Program Agreement (the "Agreement") is entered into by and between the Panama City- Bay County Airport and Industrial District (hereafter referred to as "District") and ERMCA Aviation LLC, (hereafter referred to as "Operator") on the 1/26/2022 (the "Effective Date"). DISTRICT and Operator may hereinafter be referred to individually as the "Party" and collectively as the "Parties."

RECITALS

WHEREAS, DISTRICT desires to retain the services of Operator in connection with operation and maintenance of the System (as defined below) and the performance of the Services (as defined below), and Operator desires to operate and maintain the System and render the Services (as defined below);

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1 Defined Terms and Exhibits

1.1 **Defined Terms.** All capitalized terms used herein or in any Riders or Exhibits shall have the meaning set forth in this Article 1.1 or such other meaning as may be defined in this Agreement:

1.1.1 **Airport:** means Northwest Florida Beaches International Airport, located in Bay County, Florida.

1.1.2 **Effective Date:** the date on which this Agreement has been signed by all parties.

1.1.4 **Personnel:** means the employees, agents, representatives or contractors hired by or retained by Operator to perform Operator's duties and obligations under this Agreement.

1.1.5 **Services:** means the services to be performed by Operator during the term of this Agreement, as more specifically described in Exhibit I.

1.1.6 **System:** means Passenger Loading Bridges (PLB) with Pre-Conditioned Air (PC-Air) with hose trolley, Ground Power Unit (GPU), and the inbound and outbound baggage handling system (BHS) at the Airport as more specifically described in Exhibit I.

1.1.7 **Goods:** means the spare parts, consumables and tools provided by Operator under this Agreement.

1.1.8 **Start-up Costs:** means additional services or products identified in Exhibit D to be available as Operator begins the operations and maintenance of the System.

1.2 **Exhibits.** The following Exhibits are attached to this Agreement and by reference thereto are incorporated herein:

Exhibit A	----	Personnel and Job Descriptions
Exhibit B	----	Staffing and Scheduling Targets
Exhibit C	----	Performance Measurement Targets
Exhibit D	----	Pricing
Exhibit E	----	Federally Required Clauses
Exhibit F	----	Recommended Spare Parts List
Exhibit G	----	Duties of DISTRICT and DISTRICT Representatives
Exhibit H	----	Reports and Meetings
Exhibit I	----	Services
Exhibit J	----	Invoice Support Documentation and Detail

ARTICLE 2

Term of Agreement

2.1 **Term.** The term of this Agreement shall commence on the December 1, 2021, and shall continue thereafter for three (3) years unless earlier terminated by either Party as provided in Article 2.2. District shall have two (2) one-year renewal options on the same terms as contained herein. In the event District wishes to exercise a renewal option, it shall provide notice to Operator no less than thirty (30) days prior to the termination date.

2.2 **Termination.** This Agreement may be terminated, and the obligations of the Parties hereunder shall, except as otherwise provided in this Agreement, thereupon cease, in the following manner:

2.2.1 Without limiting any other rights or remedies which Operator may have, Operator may terminate this Agreement upon thirty (30) days prior written notice if DISTRICT commits an Event of Default (as hereinafter defined).

2.2.2 Without limiting any other rights or remedies which DISTRICT may have, DISTRICT may terminate this Agreement upon thirty (30) days prior written notice if Operator commits an Event of Default (as hereinafter defined).

2.2.3 DISTRICT may terminate all or part of the Agreement for its convenience for any reason or no reason upon thirty (30) days prior written notice to the Operator.

2.3 **Duties Upon Termination of Agreement.** The termination of this Agreement for any reason shall not affect any right, obligation or liability which has accrued to either Party under this Agreement on or before the effective date of such termination. In the event of termination, DISTRICT shall pay to Operator the balance due of all undisputed outstanding invoices for all Goods or Services provided to DISTRICT under this Agreement up to and including the effective date of expiration or termination, whichever comes first. In the event of termination, DISTRICT and Operator may agree to have Operator continue Services hereunder at a fee to be agreed upon at such time. Upon termination, Operator shall also: (a) deliver to DISTRICT all Goods, materials and supplies, keys, copies of contracts and documents, and copies of all other records pertaining to the operation of the System as DISTRICT shall request; (b) leave all tools and consumables supplied by DISTRICT or purchased with money invoiced under this Agreement (c) if requested by DISTRICT in writing, assign any right Operator may have in and to any existing contracts relating to the operation and maintenance of the System; (d) take such other actions as may be reasonably requested by DISTRICT;

2.4 **DISTRICT's Rights Upon Termination.** In the event of a termination by DISTRICT under Article 2.2.2 or Article 2.2.3 of this Agreement, in addition to a standard termination provided for above occurring at the end of the 30-day notice period, DISTRICT shall have the right, but not the obligation, upon payment to Operator for Services rendered under this Agreement prior to such termination, to require Operator to immediately cease operations under this Agreement and vacate the System. If such event occurs, Operator shall have no further right to act for DISTRICT under this Agreement.

2.5 **Event(s) of Default.** The term "Event(s) of Default" means the occurrence of any one of the following events: (a) if a Party shall be adjudicated insolvent or bankrupt, or shall file any petition or answer seeking any reorganization, rehabilitation, arrangement, composition, readjustment, liquidation, dissolution or similar relief for such Party under the Federal Bankruptcy Code or any other present or future applicable federal, state or other statute or law relative to bankruptcy, insolvency, or other relief for debtors, or shall seek or consent to or acquiesce in the appointment of any custodian, trustee, receiver, conservator or liquidator of such Party or of all or any substantial part of such Party's properties or such Party's interests in this Agreement (the term "acquiesce" as used herein includes, but is not limited to, the failure to file a petition or motion to vacate or discharge any order, judgment or decree within sixty (60) days after the date of such order, judgment or decree); or (b) the filing of an involuntary petition against such Party seeking any reorganization, rehabilitation, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Federal Bankruptcy Code or any other present or future applicable federal, state or other statute or law relating to bankruptcy, insolvency or other relief of debtors, and either (i) such petition shall not be dismissed within ninety (90) days from the date of filing thereof, or (ii) within such period of ninety (90) days, there shall be entered in such case or proceeding an order for relief under the Federal Bankruptcy

Code or any other order, judgment or decree approving such petition under such other statute or law; or (c) any custodian, trustee, receiver, conservator or liquidator of such Party or any substantial part of such Party's System or interest in this Agreement shall be appointed without the consent of such Party and such appointment shall remain unvacated and unstayed for an aggregate of ninety (90) days, whether or not such Party shall acquiesce thereto; or (d) a Party breaches a material provision of this Agreement or repeatedly breaches any provision of this Agreement.

2.6 Other Remedies. In addition to the right to terminate this Agreement in accordance with Article 2.2.1 or Article 2.2.2, the non-defaulting Party shall have the right to pursue all other available remedies, whether at law or in equity, upon the occurrence of an Event of Default by the other Party under this Agreement.

ARTICLE 3

Duties of Operator

Operator agrees to, and is hereby granted the authority to, do the following:

3.1 Employ Personnel.

3.1.1 Operator shall hire, pay, supervise and discharge all Personnel necessary for the operation and maintenance of the System as described herein and for the performance of the Services. As of the Effective Date and during the term of this Agreement, Operator shall employ Personnel as needed to meet the terms of this Agreement, but also must be approved by DISTRICT. Personnel shall meet the requirements set forth on Exhibit A and/or Exhibit B to this Agreement.

Personnel shall in every instance be the Personnel of Operator and not of DISTRICT. The salaries, wages and other compensation and fringe benefits (including, without limitation, worker's compensation and other insurance, employer's and employees' taxes, and vacation benefits) of such Personnel shall be paid by Operator at its sole cost and expense. Additionally, at the expense of Operator, management personnel will oversee the performance of Operator's obligations under this Agreement and the general supervision, direction and control of Personnel dedicated to the System in accordance with normal and prudent practices in the operations/maintenance management industry applicable to the System.

3.1.2 Operator shall use due care in hiring all Personnel. Operator shall comply with all laws and regulations relating to its Personnel, including but not limited to all licensing requirements and withholding obligations related to the payment of income or social security taxes, unemployment insurance and similar items.

3.1.3 The Operator shall cause its Personnel's appearance to be clean and neat and shall cause their conduct to be courteous and consistent with their position. Personnel shall wear uniforms which are readily identifiable. Personnel shall be trained and certified in accordance with all requirements of any applicable laws, ordinances, regulations and codes of any federal (including the Transportation Security Administration and the Federal Aviation Administration), state, county, municipal, local or other governmental authority having jurisdiction over the Airport or the System (hereinafter, referred to as "Governmental Agencies")

or "Governmental Agency") to perform the Services under this Agreement in a safe and professional manner. The Operator shall additionally ensure Personnel are trained and certified in accordance with all requirements of the Governmental Agency or quasi-governmental agency owning and operating the Airport (hereinafter, referred to as "Airport Authority"). Such Personnel shall conspicuously display a photo identification badge which complies with all requirements of DISTRICT and any Governmental Agencies. Personnel shall, while on duty, not sleep or be under the influence of illegal drugs or alcohol.

3.1.4 Operator must ensure that Personnel meet the following requirements: (a) be eighteen (18) years of age or older; (b) be United States citizens or possess the necessary authority from the U.S. Citizenship and Immigration Services (formerly, the Immigration and Naturalization Service) to be employed in the United States; (c) hold high school or equivalent degrees; (d) have good oral communication and human relations skills; (e) be in good mental and physical health so as to perform their job responsibilities; and (f) possess the ability to communicate effectively in the English language.

3.1.5 Operator agrees that upon request by DISTRICT, Operator will remove from service Personnel who or which, in the opinion of DISTRICT, displays improper conduct, is deemed not qualified or necessary to perform the work assigned or otherwise does not meet the requirements of this Agreement.

3.1.6 Operator agrees to require its Personnel to provide assistance in the event a baggage jam occurs with the System at any position designated by the DISTRICT.

3.2 Training.

3.2.1 Operator shall coordinate all necessary initial and recurrent training of Personnel who shall perform Services pursuant to this Agreement. Before being assigned to perform Services under this Agreement, all Personnel shall have received appropriate training to enable them to perform the Services under this Agreement, and DISTRICT shall have the right to participate in such training. Training shall be conducted in compliance with all reasonable requirements of DISTRICT and Governmental Agencies. At a minimum there must be one person on Operator's staff that have maintenance certifications from Allen Bradley. Such personnel must be able to connect to the System and use ladder logic to troubleshoot and find any and all faulty components, force or toggle bits to enable the System to operate in a degraded situation, and load PLCs, panelviews, VFDs, and/or other pieces that require loading specific code or parameters. For any specialty equipment (including, but not limited to, power curves, HSDs, VSUs, carousels, ATRs, BMA, etc...) the Operator must have a minimum of one person certificate trained by the applicable manufacturer to maintain the System. This knowledge and training must be shared by Operator with the remainder of Operator's personnel performing services on a limited basis so as not to jeopardize the integrity of the baggage handling System controls. Operator shall maintain complete and accurate training and records relating to Personnel, as required by DISTRICT pursuant to Article 3.3 hereunder and any applicable requirements of Governmental Agencies.

3.2.2 At no additional cost to DISTRICT, Operator agrees to provide lockout/tagout training and appropriate forms for documentation.

3.3 Records and Audit Operator shall maintain accurate and complete records which reasonably relate to this Agreement. Except as provided below, such records shall be retained for three (3) years from the date the record was generated. Upon reasonable written notice to Operator and for the purpose of verifying Operator's compliance with this Agreement (including any verification of any and all charges billed to DISTRICT under this Agreement), DISTRICT shall have access, during regular business hours at mutually acceptable times and places, to all records which reasonably relate to this Agreement, for audit and copy, if in Operator's possession or if accessible by Operator, including but not limited to: (a) Personnel background checks as required in Article 8.1 hereunder; (b) Personnel drugs and alcohol testing reports; (c) Personnel attendance reports; (d) Personnel incident reports; (e) all correspondence relating to this Agreement; (f) all reports required under Article 7; (g) all subcontractor documentation relating to Operator's performance under this Agreement, including but not limited to agreements, correspondence and insurance certificates; and (h) other contract documentation which Operator knows or should reasonably know is germane to this Agreement. DISTRICT reserves the right to audit such records of Operator to substantiate pricing, price changes, billing procedures, and overall conformance to this Agreement. Operator will provide to DISTRICT any assistance that is reasonably required in connection with the execution of DISTRICT's rights under this Article 3.3, at no additional charge to DISTRICT. DISTRICT shall be responsible for all reasonable costs incurred by Operator in connection with each such examination; provided, however, that DISTRICT shall not be responsible for such costs if the audit reveals that Operator is not performing its obligations under this Agreement or has not billed DISTRICT in accordance with this Agreement. In the event that Operator is found to have overbilled DISTRICT by one percent (1%) in any given month, then Operator shall immediately remit to DISTRICT any amounts which DISTRICT may have overpaid Operator. In conducting each audit, DISTRICT shall not be entitled to review any confidential or proprietary information of any third party and shall not materially interfere with the ability of Operator to perform its duties.

Examination of Records. Pursuant to Florida Statute 119.0701, Operator shall comply with public records laws and, more specially, shall:

3.3.1 Keep and maintain public records required by the public agency to perform the service.

3.3.2 Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3.3.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

3.3.4 Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided

to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ACEI'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT PARKER MCCLELLAN, CUSTODIAN OF PUBLIC RECORDS AT (850) 763-6751, pmcclellan@pcairport.com, or 6300 WEST BAY PARKWAY, SUITE A, PANAMA CITY, FL 32409.

3.4 **Repairs and Maintenance.** Operator shall keep the System in good condition: and operating at a standard and level of performance similar to the standard and level of performance demonstrated at System's acceptance; compliant with all warranty requirements as provided in Article 12 of this Agreement. Operator shall perform required maintenance as part of the Services set forth in Exhibit I. Operator shall meticulously inspect the System, a minimum of one (1) time per day to determine needed repairs and maintenance and shall ensure that all necessary warranty repairs (subject to the limitations of this Article of this Agreement) are made. All repairs, maintenance, replacements, substitutions, improvements and additions to the System not covered as part of the Services and which are not deemed warranty items shall be undertaken or made by Operator only after securing DISTRICT's prior written approval except as otherwise provided below (with respect to emergency actions). Operator shall give prompt notice to DISTRICT of any emergency situation necessitating an immediate repair or alteration (i.e., a repair or alteration necessary to prevent damage to the System) and shall make reasonable efforts to secure DISTRICT's written approval prior to proceeding with such repair or alteration. However, in the event that DISTRICT's prior written consent cannot be obtained in a timely manner in such emergency situation, Operator shall be authorized to use its reasonable judgment regarding the need to perform such alteration or repair; provided, in such event Operator shall notify DISTRICT of any such emergency repairs or alterations made by the end of the business day on which such emergency situation occurred. Operator shall provide to DISTRICT invoices reflecting the expenses of such emergency repairs or alterations as directed by DISTRICT. It is understood that any action taken by Operator under this Article 3 in connection with any particular emergency situation shall not create precedent or a duty on the part of either Party to take any action in connection with any future event.

3.4.1 **Staffing.** Upon the Effective Date and during the term of this Agreement, Operator shall provide staffing of Personnel as needed to meet the terms of this Agreement and in accordance with Exhibit A and Exhibit B of this Agreement, unless otherwise instructed by DISTRICT and agreed to by Operator.

3.4.2 **On-call/Emergency Communications.** Operator shall arrange, coordinate and schedule Personnel in such a manner to have Personnel available to immediately respond to conditions requiring immediate attention. In no event shall such response time exceed one (1) hour.

3.4.3 Airport Complaints and Defect Notices Operator shall notify DISTRICT promptly of: (a) any notice of violation received by Operator from a Governmental Agency; (b) any defect in the System known to Operator; and (c) any fire or other damage to the System of which Operator is aware. DISTRICT agrees to notify Operator of: (a) any complaints or any alleged default of Operator in connection with Operator's Services that are received by DISTRICT including any notice of violation from a Governmental Agency; (b) any defect in the System known to DISTRICT; and (c) any fire or other damage to the System of which DISTRICT is aware.

3.4.4 Notices of Claim of Injury or Damage. Operator shall notify DISTRICT (and any insurer of DISTRICT upon DISTRICT's request or any insurer of the System if required by the Airport Authority) immediately following any incident related to the System. Such incidents shall include but will not be limited to any actual or alleged personal injury related to the System or any actual or alleged damage to the System or other property. Operator shall promptly forward to DISTRICT within a reasonable time after Operator's receipt thereof, any summons, subpoena, or legal document served upon Operator relating to actual or alleged potential liability of DISTRICT or Operator related to the System.

3.4.5 Warranty Repairs. In the event Personnel listed in Exhibit A of this Agreement perform repairs covered under the warranty of the System (as provided in Article 12) Operator shall reflect to DISTRICT on the monthly invoice the hours Personnel worked on these items at zero (0) dollars. For warranty parts, credits will be applied against monthly invoices thirty (30) days after remuneration is received by Operator.

3.4.6 Vehicles. Operator will provide at no cost to DISTRICT, a service vehicle for use by Operator Personnel for services provided under this Agreement. Vehicles are to be marked with Operator's logo.

3.4.7 Communication Devices. Operator will provide at no cost to DISTRICT and maintain in good working condition, communication devices (radios/cell phones/etc.) for use by Operator Personnel to communicate internally and with DISTRICT's airport contacts. These devices will be compatible with DISTRICT's available communication infrastructure.

3.4.8 System Failure. In the event of a System failure that is the result of a cause other than negligence by Operator, DISTRICT will reimburse Operator for the cost of any additional Personnel requested by DISTRICT for System at the contract rates set forth in Exhibit D.

3.5 Performance Measurements. Operator shall provide its Goods and Services in accordance with the "Performance Measurements" as set forth in Exhibit C of this Agreement. If DISTRICT notifies Operator in writing of any specific non-performance issue, Personnel and representative(s) from DISTRICT will meet to discuss these issues, and Operator will have three (3) calendar days to respond to DISTRICT in writing with a recommended cure. Operator will then correct any non-performance issue within seven (7) calendar days contingent upon availability of parts. Should Operator fail to attempt to correct such non-performance issue, Operator's actions shall constitute a material breach pursuant to Article 2.5.

3.6 **Safety.** In a mutual effort to minimize the possibility of accidents, Operator and DISTRICT agree to the following:

3.6.1 Operator equipment furnished under this Agreement will be designed, manufactured, and installed under the guidance of the appropriate ANSI/ASME Standards. Likewise, DISTRICT will apply appropriate ANSI/ASME Standards as they incorporate user instructions into their operations, and will enforce these operating standards and instructions.

3.6.2 If deemed necessary by DISTRICT, DISTRICT will assist with training of Operator personnel.

3.6.3 Operator will provide written instructions relating to the safe use of the equipment provided under this Agreement. These materials will include such items as manuals, safety instructions, posters, user instructions, etc. and Operator must have copies available for Personnel on site.

ARTICLE 4 **Price, Invoicing, Credits, and Payments**

4.1 **Price.** The pricing and agreed upon staffing for Operator's Services under this Agreement is set forth in Exhibit D. If the labor hours for a particular month are greater than 10% below the budgeted hours, Operator will credit DISTRICT for labor not used. Labor and "other cost for services" shall not exceed the agreed upon amounts set forth in Exhibit D without prior approval in writing from DISTRICT.

4.2 **Invoicing Amount and Payment Terms.** Operator will invoice DISTRICT monthly for its Services performed under this Agreement utilizing an invoice or invoice procedure acceptable to DISTRICT. Operator will invoice DISTRICT one-twelfth (1/12) of the annual contract amount each month. Monthly invoices must include supporting documentation and detail as described in and in the form of Exhibit J. All invoices under this Agreement shall have payment terms of net thirty (30) days, with calculation of the payment due date starting on the date the invoice, together with all supporting documents, is received by DISTRICT and finishing on the date payment is received by Operator. All invoices under this Agreement shall be submitted to DISTRICT by the 15th of each month for the prior month's expenses. If not received by the last day of the month, DISTRICT reserves the right to deduct 10% from the invoice amount. In the event of a good faith dispute concerning an invoice, DISTRICT shall pay the undisputed portion of the invoice. In accordance with Article 13.17 of this Agreement, DISTRICT and Operator will attempt to resolve any outstanding invoice disputes within thirty (30) days after DISTRICT notifies Operator of a dispute with respect to an invoice.

Unless otherwise directed by DISTRICT in writing, invoices shall be sent to the following address:

Northwest Florida Beaches International Airport
6300 West Bay Parkway, Box A

Panama City Beach, Florida 32409

ARTICLE 5

Spare Parts Inventory

5.1 **Initial Spares Procurement.** Operator and/or applicable manufacturers will suggest a recommended spares list and once approved by both parties, DISTRICT will procure any spare parts for the initial inventory that it does not already own. The recommended spare parts agreed to by the Parties is set forth in Exhibit F ("Recommended Spare Parts").

5.2 **Spare Parts Inventory and Consumables.** As of the Effective Date of this Agreement, DISTRICT and Operator will physically count and agree upon the initial spare parts inventory and consumables. Upon acceptance by both parties, Operator is responsible for monitoring the spare parts inventory to ensure it remains adequately supplied. Operator will procure subsequent spare parts inventory and consumables for the Term of the Agreement, except when DISTRICT opts to have purchase made pursuant to the Owner Direct Purchase process provided by this Section 5.3. Operator will invoice DISTRICT for these items, except for any item purchased with the Owner Direct Purchase procedure, with the monthly billing procedures described in Article 4.1 and 4.2. Operator is responsible for maintaining the onsite quantity of spare parts and consumables identified in Exhibit F and for making them available to support the performance requirements of the System. Failed parts covered under a manufacturer's warranty will be submitted to the appropriate manufacturer for reimbursement according to the appropriate manufacturer's warranty policy. Replacements of warranted parts will be placed into the spare parts inventory and warranty costs will be tracked and submitted for reimbursement from the manufacturer. Warranty labor costs that are reimbursed by the manufacturer will be reimbursed to DISTRICT within thirty (30) days of receipt by Operator if such reimbursement is provided to Operator.

5.3 **Owner Direct Purchases.** During the Routine Meetings described by Exhibit H, Operator will provide DISTRICT a written list of inventory and consumables that are likely to be purchased within the following thirty (30) days and be prepared to answer questions regarding costs and vendors. DISTRICT shall mark on such written list whether it would like to pursue the Owner Director Purchase procedure for one or more purchases. In addition, Operator will provide advance notice to DISTRICT by e-mail of any upcoming purchase of one or more items that will exceed \$500.00 in total so that DISTRICT may opt to use the Owner Direct Purchase procedure for such purchase. If DISTRICT does not reply in writing within five business days that it would like to use the Owner Direct Purchase procedure, Operator may proceed with the purchase on its own.

For all Owner Direct Purchases, the parties will comply with Florida Administrative Code Section 12A-1.094, as amended or superseded. Unless later contrary to applicable law, the following requirements and procedures shall apply:

(1) **Selection of Vendor.** Operator shall compare prices and shall collect written quotes or use competitive bidding in instances which DISTRICT would be required to do so. Operator will recommend purchases that are most advantageous to DISTRICT, price and other factors considered. In coordination with DISTRICT, Operator may group purchases

together into a single order to reduce time and administrative expense. Operator shall document in writing to District the intended the name, address, telephone number and contact person for the intended vendor; a description of the materials or equipment to be supplied including brand names and product numbers; quantities; prices of all items, including all Florida State sales and other taxes normally applicable to such material and equipment; and shipping, handling and insurance costs.

(2) Direct Purchase Order. If DISTRICT chooses to proceed, Operator will assist DISTRICT prepare a purchase order. DISTRICT must issue its purchase order directly to the vendor supplying the materials the Operator will use and provide the vendor with a copy of the DISTRICT's Florida Consumer's Certification of Exemption.

(3) Direct Invoice. The vendor's invoice must be issued to the DISTRICT, rather than to the Operator.

(4) Direct Payment. The DISTRICT must make payment directly to the vendor from public funds. Operator shall not invoice DISTRICT under this Agreement for any OwnerDirect Purchased item.

(5) Passage of Title. The DISTRICT takes title to the tangible personal property from the vendor at the time of purchase or delivery by the vendor.

(6) Assumption of the Risk of Loss. As between the DISTRICT and the Operator, the DISTRICT assumes the risk of damage or loss at the time of purchase.

(7) Operator will prompt DISTRICT and DISTRICT is required to issue a Certificate of Entitlement to each vendor and to Operator to affirm that the tangible personal property purchased from that vendor will go into or become a part of the System.

(8) The DISTRICT's purchase order for tangible personal property must be attached to the Certificate of Entitlement. The DISTRICT must issue a separate Certificate of Entitlement for each purchase order, but copies of the Certificate may be issued.

(9) Delivery and Acceptance. Upon delivery of the materials or equipment, District shall transfer them to Operator's possession so that Operator may ensure that they comply with the purchase order and are not defective, but DISTRICT shall retain legal and equitable title. Operator shall be responsible for all returns and exchanges and obtaining and managing all warranties and guarantees. The transfer of possession from DISTRICT to Operator shall constitute a bailment for the mutual benefit of DISTRICT and Operator. DISTRICT shall be considered the bailor and Operator the bailee. Materials and equipment shall be considered returned to DISTRICT for purposes of their bailment at such time as they are incorporated into the System.

(10) If the Department determines that tangible personal property sold by a vendor tax-exempt pursuant to a Certificate of Entitlement does not qualify for the exemption under Section 212.08(6), F.S., and Florida Administrative Code, DISTRICT will be liable for any tax, penalty, and interest determined to be due, but may seek reimbursement from Operator to the extent that Operator has breached this Agreement or otherwise failed its duties pursuant to this Agreement.

ARTICLE 6

Duties of DISTRICT and DISTRICT Representatives

6.1 Duties of DISTRICT. DISTRICT shall have the duties set forth on Exhibit G hereto with respect to the System.

6.2 **DISTRICT Representative.** DISTRICT may contract with an owner's representative to oversee the relationship between Operator and DISTRICT and to assist DISTRICT in establishing appropriate policies and procedures, as well as, other duties outlined in Exhibit G of this Agreement. The designated DISTRICT Representative shall be able to act on behalf of DISTRICT in the event a decision is required under this Agreement.

ARTICLE 7

Reports

Operator shall furnish reports to DISTRICT in the format and frequency set forth in Exhibit H to this Agreement.

ARTICLE 8

Compliance

8.1 **General Compliance with Laws.** Operator shall operate and maintain the System in compliance with all applicable laws, statutes, ordinances, rules, regulations, requirements, orders, notices, and determinations of any Governmental Agency, including, but not limited to 49 C.F.R. 1544 or such regulations as may replace or supersede Part 1544, relating to "Aircraft Operator Security." Operator shall conduct adequate background investigations of all Personnel hired after November 1, 1985, that have unescorted access to any area at the Airport controlled for security reasons. Adequate background checks will include, at a minimum and to the extent permitted by applicable law, verification of prior employment in the preceding ten (10) years. Operator agrees to provide DISTRICT with the Personnel reports listed in Exhibit H. Operator shall further comply with the Federally Required Clauses included as Exhibit E, attached and incorporated herein.

ARTICLE 9

Insurance, Indemnities and Remedies

9.1 **Operator's Insurance.** Operator shall obtain insurance satisfactory to DISTRICT which is necessary to protect DISTRICT's interests hereunder arising from Operator's provision of Goods or Services under this Agreement. Such insurance shall be obtained at Operator's sole cost and expense, from a licensed insurance company or companies approved by DISTRICT rated by Best's Rating at A-XII or better. The minimum insurance requirements are as follows:

General Liability:

Commercial Gen. Liability	\$1,000,000	Each occurrence
	\$1,000,000	Fire damage
	\$10,000	Med Exp (any one person)
Gen'l aggregate limit applies	\$1,000,000	Personal & adv. injury
Per project	\$3,000,000	Gen. Aggregate
	\$3,000,000	Products - Comp/OP AGG

Automobile Liability:

Any auto \$5,000,000 Combined single limit (each accident)

Workers Compensation and Employers Liability

In compliance with Florida Statute

Excess/Umbrella Liability

Occur	\$25,000,000	Each occurrence
	\$25,000,000	Aggregate
Retention	\$10,000	

The General Liability policy shall not contain an exclusion on the policy for work at or near an airport and a confirming statement shall be listed on the certificate of insurance.

9.2 **Certificates of Insurance.** Prior to the commencement of this Agreement and annually upon the renewal of insurance policies carried by Operator as stated herein, Operator shall have its insurance agent or broker issue to DISTRICT a certificate of insurance stating the following:

9.2.1 (a) that such policies of insurance shall name DISTRICT and their respective directors, officers, employees, agents, appointed and elected officials and representatives as additional insured's; (b) that, in the event the above policies are canceled, terminated, modified or materially changed, written notice will be mailed to DISTRICT at the address shown stating when, not less than thirty (30) days (ten (10) days in the event of non-payment of premium) thereafter, such cancellation or material change shall be effective; (c) that the policies carried by Operator shall be primary without right of contribution from any other insurance which is carried by the additional insureds; (d) that the policies shall protect each corporation, person, organization, firm or entity in the same manner as though separate policies had been issued to each; provided, however, that nothing herein shall operate to increase the liability of the insurers as set forth elsewhere in the policies beyond the amount or amounts for which the insurers would have been liable if only one person or interest had been included as an additional insured; and (e) that coverage is extended to include the contractual liabilities and insurance requirements assumed under this Agreement; and (f) the insurers agree that coverage provided shall extend to include loss or damage to aircraft.

9.2.2 Operator shall deliver copies of all insurance certificates required of Operator, signed by authorized representatives of the insurance companies, to DISTRICT, prior to the Effective Date hereof. Operator shall also obtain copies of insurance policies or certificates of insurance evidencing insurance required of its subcontractors and shall keep such documents in Operator's files available for inspection, upon request, by DISTRICT.

9.3 **Changes to Insurance.** DISTRICT may from time to time request that Operator obtain additional types of insurance to those noted in Article 9.1. Upon agreement of the Parties, such additional insurance will be provided within a reasonable time of the request by DISTRICT. In addition, DISTRICT may request an increase in the limits of existing insurance if DISTRICT later discovers that the types and/or amounts of insurance provided by Operator is insufficient or inconsistent when compared with the types and/or amounts of insurance provided by contractors

operating and maintaining systems similar to or proximate to the System. Any requested increase by DISTRICT will be provided within a reasonable time of such request upon agreement by Operator to the requested increase.

9.4 **General Indemnification.** OPERATOR SHALL ASSUME ALL RISKS INCIDENT TO, OR IN CONNECTION WITH, THE SERVICES OR GOODS PROVIDED UNDER THIS AGREEMENT, AND SHALL BE RESPONSIBLE FOR ALL LOSSES, ACCIDENTS OR INJURIES OF ANY KIND OR NATURE TO PERSONS, INCLUDING DEATH, OR LOSSES OR DAMAGE TO PROPERTY, INCLUDING BUT NOT LIMITED TO DAMAGE TO THE SYSTEM, ARISING FROM ITS NEGLIGENT PERFORMANCE OF THIS AGREEMENT. FOR ANY SUCH NEGLIGENT ACT BY OPERATOR, OPERATOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS DISTRICT, INCLUDING THEIR RESPECTIVE AUTHORIZED OFFICERS, EMPLOYEES, AGENTS, ELECTED AND APPOINTED OFFICIALS AND REPRESENTATIVES (EACH AN "INDEMNIFIED PARTY"): (A) FROM ANY AND ALL CLAIMS, SUITS, AND LOSSES RELATING TO THE DAMAGE OR DESTRUCTION OF PROPERTY, INCLUDING BUT NOT LIMITED TO DAMAGE TO THE SYSTEM; (B) FROM ANY AND ALL CLAIMS, SUITS, AND LOSSES RELATING TO THE INJURY TO OR DEATH OF PERSONS, INCLUDING BUT NOT LIMITED TO PERSONNEL AND EMPLOYEES OR CONTRACTORS OF DISTRICT; AND (C) FROM ANY PENALTIES FOR VIOLATION OF ANY LAW, ORDINANCE, OR REGULATION ARISING FROM THE OPERATOR'S SERVICES (ARTICLE 9.4(A), (B) AND (C) EACH BEING A "CLAIM"). SUCH INDEMNIFICATION SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION, INCLUDING THE FEES AND COSTS INCURRED IN ANY APPEAL OF SAID ACTION AND/OR THE FEES AND COSTS INCURRED TO LITIGATE THE AMOUNT OF ATTORNEY'S FEES AND COSTS DUE UNDER SAID ACTION. OPERATOR'S INDEMNIFICATION SHALL APPLY TO THE FULLEST EXTENT AND FOR THE MAXIMUM ALLOWABLE TIME UNDER ANY APPLICABLE LAW, EXCEPT TO THE EXTENT SUCH CLAIM ARISES FROM THE NEGLIGENT ACTS OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY.

9.5 **Patent Indemnity.** OPERATOR AGREES TO INDEMNIFY, DEFEND AND HOLD DISTRICT HARMLESS FROM ANY DAMAGES THAT MAY BE AWARDED AGAINST DISTRICT IN ANY FINAL JUDGMENT BASED UPON A CLAIM THAT THE GOODS, INCLUDING THEIR USE, OR THE SERVICES INFRINGES ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT OWNED BY THIRD PARTIES, PROVIDED THAT DISTRICT GIVES OPERATOR THE EXCLUSIVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM, INCLUDING AT OPERATOR'S OPTION, TO AVOID ANY ALLEGED INFRINGEMENT, THE RIGHT TO: (A) MAKE CHANGES IN THE GOODS; (B) REPLACE THE GOODS; AND/OR (C) OBTAIN A LICENSE. OPERATOR SHALL HAVE NO OBLIGATION HEREUNDER WITH RESPECT TO CLAIMS, SUITS OR PROCEEDINGS, RESULTING OR RELATED, IN WHOLE OR IN PART, FROM: (A) ANY MODIFICATIONS OF THE GOODS BY DISTRICT; OR (B) ANY COMBINING BY DISTRICT OF THE GOODS WITH OTHER EQUIPMENT NOT FURNISHED BY OPERATOR; IN EACH CASE TO THE EXTENT THAT SUCH CLAIM WOULD HAVE BEEN AVOIDED BUT FOR SUCH MODIFICATION OR COMBINATION.

9.6 **Remedies**

- (d) Operator hereby recognizes that a failure or malfunction of the System

would cause tremendous disruption to DISTRICT's operations and the operations of the tenants operating out of DISTRICT including the carriers' route network throughout the United States. In the event of a System failure or malfunction attributable to any negligent act or failure to act on Operator's part Operator shall reimburse DISTRICT and its tenants for all losses incurred by DISTRICT or its tenants. Examples of such an "act or failure to act" include, but are not limited to, Operator's: (a) faulty or inadequate workmanship on the System; (b) improper or inadequate maintenance of the System; (c) improper or inadequate repair(s) or alteration(s) to the System; damaging the System through negligent and/or malicious conduct; or (e) failure to operate the System in compliance with this Agreement. "Losses incurred by DISTRICT or its tenants" may be, but are not limited to direct or indirect losses, including but not limited to fines, penalties, lost profits, or any other monetary or non-monetary loss.

9.79.7

ARTICLE 10

DISTRICT and Operator Scheduled Reviews

Upon DISTRICT's request, DISTRICT and Operator shall meet on a quarterly basis (or more or less frequently if requested by DISTRICT and agreed to by Operator) to discuss and document Operator's performance under this Agreement, any outstanding issues related to the System, and any other subjects that may arise with respect to the System or the Services performed by Operator under this Agreement. Meeting frequency and format will be mutually determined by Operator and DISTRICT and Exhibit H will be used as a guide for such meetings.

ARTICLE 11

Notices

11.1. Any notice or demand required or permitted to be given under this Agreement shall be deemed to have been duly given or made if given by any of the following methods:

11.1.1. Deposited in the United States mail, in a sealed envelope, postage prepaid, by registered or certified mail, return receipt requested, or hand delivered, respectively addressed as follows:

To: Panama City-Bay County Airport and Industrial District

6300 West Bay Parkway, Box A
Panama City Beach, Florida 32409
Attention: Executive Director
Phone: (850)763-6751
Fax: (850)785-5674

To: **ERMC Aviation LLC**

3399 Peachtree Road, NE, Suite 1500
Atlanta, GA 30326
Attn: Contracts Director
Phone: 470-552-8063

With a copy to:

John Briggs, Senior Regional Manager
Email: John.Briggs@unifiservice.com

11.1.2. Sent to the above address via an established national overnight delivery service (such as FedEx), charges prepaid; or

11.1.3. Sent via any electronic communications method, provided the sender obtains written confirmation of receipt of the communication by the electronic communication equipment at the office of the addressee listed above; provided also that, if this method is used, the Party shall immediately follow such notice with a second notice in one of the methods set forth in Article 11.1.1 or Article 11.1.2 above.

11.2. Notices shall be effective on the third day after posting if sent by mail, on the next day after posting if sent by express courier, and on the day of dispatch if manually delivered within regular business hours or if transmitted in regular business hours pursuant to Article 11.1.3 above.

11.3. Upon fifteen (15) days prior written notice given in accordance with this Article 11, either Party may specify any other address within the continental United States to which notices should be sent under this Agreement; provided, however, that notwithstanding anything to the contrary contained in this Article 11 regarding deemed delivery, such change of address shall not be effective until actually received by the Party to whom such notice is sent.

ARTICLE 12

Warranties

12.1 **Warranty for Goods and Services.** Subject to the following subsections of this Article 12, Operator warrants that the Goods and Services provided by Operator to DISTRICT under this Agreement will be free from defects in material and workmanship for one (1) year (hereinafter referred to as the "Warranty Period"). The Operator shall cause goods and services provided by third party suppliers to include the standard warranty provided by the third-party supplier, and the Operator shall immediately assign such warranty to DISTRICT upon receipt thereof. In the event that Operator is no longer the service provider, then Operator's standard parts warranty shall be applicable.

12.1.1 Notwithstanding Article 12.1, where completion of repairs or maintenance is completed a third party, the Warranty Period will commence with shipment of the Goods. Operator's obligation to DISTRICT under this Article 12 is limited to repairing or replacing, at Operator's option F.O.B. manufacturing plant, any part of the Goods found to be defective within

the Warranty Period. If the part is repaired instead of replaced, then the warranty terms apply.

12.1.2 During the Warranty Period, Operator shall replace or repair faulty or defective Goods and re-perform faulty, defective, insufficient or inadequate Services. This Warranty Period obligation by Operator is conditioned upon receipt by Operator of written notice of the claimed defect from DISTRICT within thirty (30) days of DISTRICT's discovery of the faulty or defective Goods or the insufficient or inadequate Services, including a description of such Goods or Services. In the event of a claim for faulty or defective Goods, Operator shall have the right to inspect such Goods at DISTRICT's facility.

12.1.3 Except in cases where in parts were installed associated with Operator's faulty or defective Goods or insufficient or inadequate Services as provided in Article 12.1.2, the warranty obligation does not extend to: (a) costs of labor or other charges incurred in removing or reinstalling parts; and (b) replacement or repair of Goods damaged by DISTRICT's misuse, abuse, neglect or accident or to Goods which have been improperly applied, installed, adjusted, operated, maintained, repaired or altered by DISTRICT.

12.1.4 If Operator fails to respond to its warranty obligations under this Article 12 within a reasonable time (four (4) hours if it is considered an emergency situation resulting in the System being inoperable), Operator shall be liable to DISTRICT for: (a) the costs incurred by DISTRICT for the repair or replacement of Goods or re-performance of Services by a third party hired by DISTRICT; and/or (b) that part of the purchase price of the faulty or defective Goods that shall have been paid by DISTRICT; provided, however, that DISTRICT shall not obtain repair or replacement of Goods or re-performance of Services by a third party without giving Operator prior written notice, during which time Operator may repair or replace the Goods or re-perform the Services.

12.2 Additions/Limitations for Computer Software and Hardware

12.2.1 If the Goods include computer hardware or software acquired from original manufacturers, Operator's obligation will be limited to conveying and transferring to DISTRICT any license, interest, rights and/or warranties which Operator may obtain from the original manufacturer.

12.2.2 Operator does not warrant and is not responsible for warranties or licenses for any computer hardware or computer software supplied by DISTRICT or a third party contracted by DISTRICT and used in the Operator system. DISTRICT will be responsible for all such licenses and warranties under those circumstances, including any problems detected while the equipment, computer hardware or software is being used for development at Operator.

12.2.3 The warranty does not include updates/upgrades for new versions of computer software and hardware.

12.2.4 The warranty for computer software and hardware will be voided and does not apply to computer software or hardware damaged by DISTRICT's misuse, abuse, neglect or accident or to computer hardware or software which has been improperly applied, installed, adjusted, operated, maintained, repaired, modified, changed or altered by DISTRICT, or its subcontractors (unless those persons were directed or instructed by Operator support) or to computer software or hardware that is installed or modified by DISTRICT or its subcontractors without the written direction or authority of Operator. The computer hardware supplied by Operator is suited for an environmentally controlled office environment (e.g., air conditioned, heated and

clean office environment) and unless the computer hardware is used in that environment, the computer hardware warranty is null and void for failures.

ARTICLE 13

Miscellaneous

13.1 **Entire Agreement.** This Agreement is the entire agreement between the Parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both Parties. DISTRICT and Operator agree that this Agreement is in lieu of and supersedes and replaces any prior interim or other management agreement executed by DISTRICT and Operator with respect to the System, and the Parties agree that such prior agreement is hereby terminated except for any terms or conditions that expressly survive termination.

13.2 **Severability.** If any provision of this Agreement or application to any Party or circumstances shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

13.3 **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. All claims brought under this Agreement shall be brought in a federal or state court seated in the Bay County, Florida.

13.4 **Assignability.** This Agreement may not be assigned by DISTRICT or Operator without the prior written approval of the other Party.

13.5 **Authority Limited.** Operator's authority shall be derived wholly from this Agreement, and Operator has no authority to act for or represent DISTRICT except as herein expressly specified. Operator acknowledges that it is an independent contractor and not an employee, legal representative, partner, or agent of DISTRICT, and that this Agreement is not intended to create an agency relationship of any kind, apparent or actual, between the Parties.

13.6 **Successors Bound.** This Agreement shall be binding upon and shall inure to the benefit of DISTRICT, Operator and their respective successors and assigns.

13.7 **Force Majeure Events.** If either Party is prevented from performing any of its obligations required by this Agreement by reason of fire, flood, windstorm, earthquake, other act of God, act of terrorism, civil disturbance, labor dispute, riot, order of any court or administrative body, or any other cause beyond the reasonable control of either Party and without default on the part of such Party, the time for performance of such obligations that are so prevented shall be extended one (1) day for each day of such delay; provided, however, that if any such failure or delay shall in the aggregate last for a period of more than fifteen (15) days, the Party not relying on the failure or delay, at its option, may terminate this Agreement. Upon discovery of a force majeure event by a Party, it shall notify the other Party in writing of the existence of such event

within twenty-four (24) hours after the beginning of such period and of the termination of such period within twenty-four (24) hours after it ceases to prevent performance.

13.8 **Taxes.** Except as provided by Section 5.3(10), Operator shall promptly pay all applicable ad valorem, rental, sales and any other taxes which might be imposed by any authority for any reason by reason of Operator's activities upon property owned by District.

13.9 **Time of Essence.** Time is of the essence with respect to this Agreement.

13.10 **Confidentiality.** As used herein, the term "Confidential Information" shall mean any information designated by DISTRICT to Operator as confidential or any information of DISTRICT's that Operator should reasonably consider to be confidential. Operator shall treat any Confidential Information of DISTRICT as proprietary and confidential, and neither use, copy, disclose, nor permit Personnel or third parties to use, copy, or disclose, such Confidential Information, except as necessary to fulfill Operator's obligations pursuant to this Agreement. Confidential Information shall not include information which: (a) belongs to Operator; (b) is already known by Operator without an obligation of confidentiality; (c) is publicly known or becomes publicly known through no unauthorized act of Operator; (d) is rightfully received from a third party that is under no obligation of confidentiality; (e) is independently developed by Operator without use of DISTRICT's Confidential Information; (f) is approved in writing by DISTRICT for disclosure; or (g) is required by law to be made public. Specific Confidential Information shall not be deemed to be within one of the above exemptions merely because it is encompassed by a more general disclosure or can be assembled by a selection of disclosures from or information in Operator's possession.

13.11 **Business Conduct.** The maintenance of extremely high standards of honesty, integrity, impartiality, and conduct by Operator and Personnel is essential to assure the proper performance of business and the maintenance of public confidence in DISTRICT. DISTRICT expects Operator to uphold and meet these high standards and to use its best judgment to avoid misconduct and to require the same of its Personnel. Operator shall avoid any action which might result in or create the appearance of using its position for private gain, giving preferential treatment to any person, losing complete independence or impartiality, or making DISTRICT's decisions outside authorized channels. Operator shall not take any action that would adversely affect the confidence of the public in the integrity of DISTRICT and shall not engage in conduct prejudicial to DISTRICT, including criminal or dishonest conduct. Operator shall not (a) misuse DISTRICT's System; (b) use inside information obtained as a result of retention by DISTRICT for private gain for Operator or another person, particularly one with whom it has family, business or financial ties; (c) use its retention by DISTRICT to coerce, or give the appearance of coercing, a person to provide financial benefit to Personnel or another person, particularly one with whom he or she has family, business or financial ties; or (d) because of such retention, receive or solicit from a person having business with DISTRICT anything of more than de minimus value as a gift, gratuity, loan, entertainment, or favor for Operator or another person. Operator and Personnel will be asked to acknowledge that they have read and understood this Article 13.11. Any violation of this Article 13.11 by Operator or Personnel will constitute an Article 2.5 material breach of this Agreement by Operator.

13.12 **Rights of Third Parties.** Nothing herein is intended to give, nor shall it have the effect of giving, any enforceable rights to any third parties who are not the Parties hereto or successors or permitted assigns of the Parties hereto, whether such claims are asserted as third-party beneficiary rights or otherwise.

13.13 **Publicity.** Each Party agrees not to publish or use advertising, sales promotion, press releases, and other publicity matters relating to this Agreement pursuant to this Agreement wherein the other Party's name or marks are used.

13.14 **Inspection of Premises; Notice of Maintenance Requirements.** By execution of this Agreement, Operator affirms that it has inspected the System and is familiar with the maintenance requirements in accordance with the intent of this Agreement.

13.15 **Representations**

13.15.1 By DISTRICT to Operator. DISTRICT hereby makes the following representations to Operator, all of which shall survive the execution and delivery of this Agreement:

- a. This Agreement constitutes a legal, valid and binding agreement of DISTRICT, enforceable against DISTRICT in accordance with its terms, except as limited by bankruptcy, insolvency, receivership and similar laws of general application relating to creditors' rights from time to time in effect; and
- b. DISTRICT has the power and authority to enter into this Agreement, has the authority to manage each System, and has the further authority to contract with Operator to manage and operate each System in accordance with the terms of this Agreement.

13.15.2 By Operator to DISTRICT. Operator hereby makes the following representations to DISTRICT, all of which shall survive the execution and delivery of this Agreement:

- a. This Agreement constitutes a legal, valid, and binding agreement of Operator, enforceable against Operator in accordance with its terms, except as limited by bankruptcy, insolvency, receivership and similar laws of general application to creditors' rights from time to time in effect;
- b. Operator has all power and authority required to execute, deliver and perform this Agreement and that it has performed all the necessary actions to so execute, deliver and perform;

- c. Operator was duly organized, is validly existing, is in good standing under the laws of the state of its formation or incorporation, is in good standing under the laws of the State of Florida, and has complied with all applicable laws in order to conduct business in the State of Florida Operator covenants to use its best efforts to comply with all applicable laws in order to conduct business in the State of Florida;
- d. Operator has sufficient expertise and additional resources to carry out Operator's duties hereunder in a prompt, efficient, and diligent manner;
- e. All Goods and Services provided by Operator under this Agreement is free and clear of all liens and encumbrances of any kind and of any nature; and
- f. Operator has or will obtain all licenses and permits, including all governmental licenses and permits, necessary to legally and validly execute, deliver and perform this Agreement.

13.16 **Paragraph Headings**. The paragraph headings in this Agreement are for descriptive purposes only and are not intended to be inclusive, definitive, or to affect the meaning of the contents of this Agreement.


13.17 **Disputes and Remedies**. The Parties agree that, should a dispute arise over the interpretation or requirements of this Agreement, the Parties shall use reasonable efforts to resolve such dispute for a period of thirty (30) days prior to pursuing any legal channels available to the Parties.

13.18 **Survival**. Any Article in this Agreement which must survive to effectuate the intentions of the Parties hereto shall so survive to this fullest extent permitted by any applicable law, including but not limited to the following Articles: 1.1, 1.2, 2.3, 2.4, 2.5, 2.6, 3.3, 3.4.3, 3.4.4, 8, 9, 12, 13.1, 13.2, 13.3, 13.6, 13.7, 13.10, 13.11, 13.13, 13.15, 13.17 and 13.18.

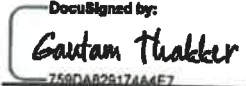
[END OF TEXT]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives and officers as of the day and year first above written.

**Panama City-Bay County Airport
and Industrial District:**

By: 
Name: Glen R. McDowell
Title: Chairman

ERMC Aviation LLC

By: 
Name: Gautam Thakker
Title: CEO, Unifi

12/29/2021 | 9:33 AM PST

EXHIBITS

TO FACILITIES EQUIPMENT SERVICES OPERATION AND MAINTENANCE PROGRAM AGREEMENT

THESE EXHIBITS are attached and form a part of that certain Airport Facilities Equipment Services Operation and Maintenance Program Agreement, dated as of the Effective Date, between DISTRICT and Operator, and constitute additional covenants and agreements thereto. The additional covenants and agreements contained herein shall prevail in the event of any conflict with those contained in the Airport Facilities Equipment Services Operation and Maintenance Program Agreement.

Exhibit A
Personnel and Job Descriptions

Operator Propose

Site Manager

The Site Manager requirements are separate from the requirements for the Technicians. The Site Manager will have at least five years of experience in BHS and PBB operations and maintenance, with at least three years of Management or Supervisory experience within the last seven years, performing operations, maintenance, repairs, and on-call services of conveyor systems, and related equipment. Our proposed BHS Maintenance Manager meets and exceeds these qualification requirements.

Some responsibilities include, but are not limited to:

- Provides technical assistance on the most difficult installations and repairs.
- Schedules and monitors all aspects of Airport Equipment Maintenance.
- Manages overall maintenance mechanic workforce and the performance of repair and maintenance activities.
- Communicates directly with all Airport Representatives to address questions or concerns.
- Provides oversight and direction to the personnel to ensure that all maintenance activities are completed in a thorough and timely manner.
- Evaluates plans, assigns, and oversees required repair and maintenance.
- Ensures that all personnel activities are completed in a thorough and timely manner.
- Oversees all vendor-personnel to assure all contracted maintenance services are performed to contractual agreements.
- Generates purchase orders for, and maintains, inventory.
- Responds to or manages a schedule on-call system for all emergency calls.
- Inspects and schedules preventative maintenance for the facility.
- Knowledge of Computer Maintenance Management System (CMMS).
- Provides scheduled reports and scheduled invoices to customer.
- Provides performance related feedback and formal evaluations for personnel.
- Manage and maintain scheduling, billing, and payroll.
- Identify candidates for mentoring and additional training. These candidates will possess similar qualifications, and capabilities, and they will be able to stand in for the Site Manager when he/she is not on-site.

Lead Maintenance Technician

The Lead Maintenance Technician will assign work to maintenance employees. Understand and interpret the complex written and oral instructions relating to BHS and PLB equipment maintenance. Recognize electrical, mechanical malfunctions and or equipment failures and make appropriate recommendations for repairs to covered systems. Coordinates repairs to covered systems. Transfers personnel between projects, inspects work for completeness and quality. Determines what equipment and supplies are to be utilized for projects. The Lead Maintenance Technician will also oversee the installation of new equipment and renovations to existing equipment. Coordinates and inspects major contract work on the electrical, mechanical and other

related systems at this location. Maintains and issues all preventative maintenance, corrective action and emergency work orders using CMMS. Responsible to ensure all training is up to date for all employees. Required to meet and correspond courteously and professionally with fellow employees, vendors, contractors and airport personnel.

Maintenance Technician

The Maintenance Technicians will support the maintenance and repair of the Baggage Handling Systems and Passenger Loading Bridges at Northwest Florida Beaches International Airport. The Technicians will be proficient in their respective duties and will execute all assigned tasks in a professional and workmanlike manner to a journeyman level. Technician positions will be filled with a mix of existing employees and new hires. Incumbent's current staff will be provided full consideration for employment. The Technicians will perform all maintenance tasks as assigned at the designated frequencies and assure workmanship and timely completion, with the goal being to meet and exceed contracted performance measures, while under the direction of the Lead Maintenance Technician and Site Manager.

A listing of some responsibilities of the technicians:

- Troubleshoot, repairs and maintains machinery and mechanical equipment such as engines, motors, pneumatic devices, electro-mechanical/laser recognition systems, baggage handling equipment and conveyor systems in accordance with diagrams, sketches, operational manuals and manufacturer's specifications using hand tools, power tools and precision measuring and testing instruments.
- Observes devices in operation and listens to their sounds to locate and diagnose causes of trouble.
- Dismantles devices to gain access to and remove defective parts using hoists or other lifting devices, hand tools and power tools.
- Examines form and tester of parts to detect imperfections. Inspects used parts to determine changes in dimensional requirements using rules, calipers, micrometers and other measuring instruments.
- Adjusts functional parts of devices and control instruments using hand tools, level, plumb bobs and straightedges.
- Installs special functional and structural parts in devices using hand tools.
- Lubricates and cleans parts as well as provides manufacturer recommended maintenance to keep equipment running smoothly.
- Repairs electrical systems, including control systems.
- Repairs or replaces defective parts using hand tools and power tools.
- Installs special functional and structural parts in devices using hand tools.
- Lubricates and cleans parts as well as provides manufacturer recommended maintenance to keep equipment running smoothly.
- Repairs electrical systems, including control systems.
- Performs preventative, corrective, predictive and emergency maintenance, may require 24-hour availability for emergency response/support.
- May use cutting, brazing or welding equipment to repair sheet metal facings on conveyor systems or other such metal work.
- Must be regular in attendance at work location during scheduled work hours.
- Must observe and comply with Company, OSHA and FM regulations regarding safety and security.
- Must comply with Lock-Out/Tag-Out procedures.
- Must comply with all personal protective equipment requirements.
- Performs other duties as assigned.

Below are the base qualifications for the Technicians:

- Associates degree in electronics or mechanical repair or related field or equivalent experience preferred.
- Minimum of 2 years' experience in mechanical or electrical maintenance required, required

- experience in conveyor system/passenger boarding bridges maintenance and repair preferred.
- Ability to read and interpret manufacturer instructions regarding repair and maintenance of baggage conveyor systems/passenger loading bridges.
- Available to work scheduled shift(s), which may require work at night, weekends and holidays as required.
- Proficient with problem solving, math reasoning, verbal and written communications.
- Must be detailed oriented.
- Technicians will have extensive training in the area of Baggage Handling Systems and Passenger Loading Bridges as identified in the RFP.

Exhibit B
Staffing and Scheduling Targets

Operator Propose

- One (1) Site Manager
- One (1) Lead Maintenance Technician
- Two (2) Maintenance Technicians

Position	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Site Manager	OFF	08:00-17:00	08:00-17:00	08:00-17:00	08:00-17:00	08:00-17:00	OFF
Lead Maintenance Tech	04:00-13:00	04:00-13:00	04:00-13:00	04:00-13:00	04:00-13:00	OFF	OFF
Maintenance Tech 1	12:00-23:00	12:00-23:00	OFF	OFF	OFF	04:00-15:00	04:00-15:00
Maintenance Tech 2	OFF	OFF	14:00-23:00	14:00-23:00	14:00-23:00	14:00-23:00	14:00-23:00

Exhibit C Performance Measure Targets

The following service measurements will serve as the basis for DISTRICT's evaluation of Operator's performance under this Agreement. In each case, Operator will not be responsible for deficiencies in meeting these service measurements due to elements outside of their control as determined by DISTRICT by its sole but reasonable discretion.

Operator is expected to meet all following service measurements:

1. Maintain the System to meet minimum System availability of 99.5% (based on the time ticket counter belts are not running divided by time system is operating).
2. In response to baggage jams, maintain a response time 5 minutes or less on average with a maximum response time of 10 minutes under extreme circumstances.
3. In response to problems with PLB's and gate services equipment, maintain a response time of 15 minutes or less.
4. Maintain an accurate and timely system of record for the tracking of work orders (statistics and supporting information), spare parts inventory, and Operator's labor.
5. Maintain the required quantities of Recommended Spare Parts as listed on Exhibit F onsite and available for use.
6. Assume responsibility for the accuracy of spare parts inventory balances
7. Serve as primary coordination point between TSA, DISTRICT, Carriers, any OEM's involved, and Operator staff for regular and irregular BHS operations (including all repair work under this Agreement) so as to minimize effort and costs to DISTRICT.
8. Provide timely and accurate reporting of system and operational performance information based on these performance measurements.
9. Provide solutions to address deficiencies in performance metrics within and outside of their control.
10. Meet contractual commitments for staffing levels, labor costs and other costs included in the value of this Agreement.
11. Adhere to DISTRICT's standards for O&M practices and procedures.

(Not an inclusive list)

**Exhibit D
Pricing**

Operator Propose

\$861,876.66 for initial 3-year term, including all applicable taxes, insurance and permit fees.

Year 1: \$279,145.22

Year 2: \$287,207.22

Year 3: \$295,524.22

Option Year 1: \$303,752.14

Option Year 2: \$312,427.01

Markup – 9%

Staffing Levels/Classifications

- **Site Manager – 1 Full Time Equivalent**
- **Lead Technician – 1 Full Time Equivalent**
- **Maintenance Technician – 2 Full Time Equivalents**

Hourly rates for out-of-scope work:

Position	Regular Hourly	Overtime Hourly
Site Manager	\$60.00	\$90.00
Lead Technician	\$50.00	\$70.00
Maintenance Technician	\$45.00	\$60.00

Exhibit E
FEDERALLY REQUIRED CLAUSES
(Subject to change periodically per Federal requirements)

In this EXHIBIT 3, any reference to "Contractor" shall mean Operator and any reference to subcontractor shall mean a subcontractor hired by Operator. Operator (including all subcontractor) shall insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts; Operator (or subcontractor) shall incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services; and Operator shall, as prime contractor, be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

1. CIVIL RIGHTS - GENERAL.
(Reference: 49 USC § 47123)

APPLICABILITY

The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all AIP-funded projects. This provision is in addition to the Civil Rights – Title VI provisions.

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure 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 binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the 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 District 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.

2. CIVIL RIGHTS – TITLE VI ASSURANCES.

Title VI Clauses for Compliance with Nondiscrimination Requirements

(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

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 Statutes 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. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
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 Acts and the Regulations relative to Non-discrimination 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 the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, 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 the sponsor 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, the sponsor 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 the sponsor 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

the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities.

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

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 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination 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. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

3. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)
(Reference: 29 USC § 201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Operator has full responsibility to monitor compliance to the referenced statute or regulation. The Operator must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

4. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Exhibit F
Spare Parts List & Consumables

Northwest Florida Beaches International Airport		
Recommended Spare Parts List for Baggage Handling System and Passenger Boarding Bridges		
Item Name	Model	Recommended
1.5" DRIVE SHAFT	PT# M386001	2
1/2"-13 X 2 1/2" GR8 BOLT SET		1
10 A Circuit Breaker	DP-4075	2
14" - 8" Flat Tapered Reducer	AP1453-01	1
15 A Circuit Breaker	DP-4075	1
15 A Double Circuit Breaker	DP-4075	1
15/20 A Double Circuit Breaker	DP-4075	1
1SAM101923R0001 HANDLE ADAPTOR		8
2 Column Fuse Holder	9080 FB2611CC	2
20 A Circuit Breaker	DP-4075	2
20A GFCI	GFNT2-3W	2
22W 8" T9 PHILIPS		2
250A CIRCUIT BREAKER W/ SHUNT ABBT4 3712030		1
28V GPU CABLE NOSE	CP1765-3	2
3 Column Fuse Holder	9080 FB3611CC	1
3 WAY TOGGLE SWITCH	381 1223 2I	1
3 WAY TOGGLE SWITCH	112 1203-LHW	1
3/8" X 1' 4" BAR		1
4' T-8 LED TUBE Gates1&2	82885	3
400HZ CABLE LUGS		12
400Hz CONNECTOR GPU CABLE NOSE	JB7175	1
48" 40w T-12 FLUORESCENT TUBE (JETWAY TUNNEL)		7
48" T-8 34W FLUORESCENT TUBE		5
400HZ CABLE LOCK NUTS 2"		3
50 A Circuit Breaker	QOU150	2
6" End Roller Assembly	512-958504	2
700-HN122, MINI 8-BLADE BASE SOCKET, SCREW TERMINA		4
AB 4 PIN CABLE CAT 889R-F4AEA-10		2
A-B 4 PIN MINI STRAIGHT 6FT PIG TAIL	889N-F4AF-6F	2
AB EMITTER/SENSOR CABLE 0105605001		1
AC DRIVE INVERTER SET (430)		2
AC Magnetic Starter	8536SCO3V02S	2

AC PROP BOARD 2911682 (GATE 1)	2911682	1
Adaptabeacon, Amber	16G833	1
ADJUSTABLE CAB FLOOR MODULE KIT		2
Anti-Slip Tape Black/Yellow	1AJY7	2
ARM ACTUATOR LEVER LIMIT SWITCH		2
AUTO LEVEL ACTUATOR		2
AUTO LEVEL RELAY BOAR		1
AUTO LEVEL TIMER RELAY	3650127	2
AUX CONTACTOR FOR VSU DISCO SWITCH	OA1G10	3
BALLAST RAPID START INPUT 120 VOLTS (F40T12)		2
BEARING 2 BOLT FLANGE 1-7/16 FB-23ECC-RGR		4
BEARING 2 BOLT FLANGE 1-7/16"		2
BEARING 2-BOLT FLANGE ID 1-1/4 (FTN-206)		4
BEARING 2-BOLT FLANGE ID 1-15/16 (F2B-SXR-115)		4
BEARING 3 BOLT FLANGE 1-7/16		3
BEARING 4 BOLT FLANGE ID 1-15/16 F4B-SXR-115	131075	4
BEARING 4-BOLT FLANGE ID 1-1/2 (FC-SXR-108)		2
BEARING HANGER M25 BOAR, EMERSON #SEHB-305TM		5
BEARING INSERT RETURN ROLLER HEX SHAFT		1
BEARING NSK R6VVC3		2
BEARING PILLOW BLOCK 1-7/16		2
BEARING TAKE-UP ID 1-7/16 (WSTU-SXR-107)		2
BEARING TAPPED BASE PILLOW BLCK1-7/16 (TB-SXR-107)		2
BELT POWERTURN 48C39 45 DEG 115.5L		1
BELT POWERTURN 48C39 FLAT 90 DEG 228L - 553492		1
BELTING EX 10/2 O+05 BLACK M2 AS FR IR	ECP-BELT-0009	200
BELTING OPEN ROLL TRANSPORT 12/2 0/V1-M FR BLACK		150
BOGEY WHEEL INDICATOR FOR PBB (FMC 4141187)		2

BR GUIDE ASSY C FLAT 90 DEG 132-3/4L - 600219		2
BR GUIDE ASSY C45 61-3/4L - 601178		2
Bridge Air Hose for Gate 1	JZ1043-20	1
BULB 40W		2
Buss Fuses AGC-10-R	AGC-10-R	6
Buss Fuses AGC-1-R	AGC-1-R	6
Buss Fuses AGC-2-R	AGC-2-R	6
Buss Fuses AGC-3-R	AGC-3-R	6
Buss Fuses AGC-4-R	AGC-4-R	6
Buss Fuses AGC-5-R	AGC-5-R	6
Buss Fuses AGC-7-R	AGC-7-R	6
Buss Fuses FRS-R-30	FRS-R-30	6
Buss Fuses MDA-2-R	MDA-2-R	6
Bussmann FUSE 1 Amp	GMA-1A	6
Bussmann FUSE 3 Amp	GMA-3A	6
BUTTON "ON" BLACK C/HE30KC119		6
CAB ROTATE IDLER GEAR ASSEMBLY	3672262	2
CAB ROTATE IDLER GEAR BEARING	NTN SC0440LC3	1
CABLE AC MICRO QD CORDSET 4 PIN 6FT(SIEMENS - 889R-F4AEA-2		1
CANAOPY ACTUATOR	4960699	2
Canopy Cab LED Fixture (Gate 1)	CLED2X10W	1
CANOPY CAPACITOR 43-53 MFD 220/250 VAC	G22-838	2
Capacitor 21.0 MFD 500vac 400hz		2
CAPACITOR ALUM ELEC 43-52 UF 220V PSU4335B		12
CAPACITOR MOTOR START		2
CAPACITOR POLYPROP 120UFD 120V		2
CASTER WHEEL 6 IN, 700 LB		2
CEILING LIGHT FIXTURE		2
CHAIN 3/4IN PITCH CAT DRIVE	00882 Z 32000	1
CIRCUIT BOARD V/CONT V3-1 120V		1
CIRCUIT BREAKER 10A 1 POLE 277V		1
CIRCUIT BREAKER 15A 1 POLE 277V		1
CIRCUIT BREAKER 1A MINI 1 POLE		1
CIRCUIT BREAKER 2 POLE 3A 480Y/277VAC		1

CIRCUIT BREAKER 20A BIEC60947-2 UL489 MINI		1
CIRCUIT BREAKER 25A 1 POLE 277VAC		1
CIRCUIT BREAKER 2A 1 POLE		1
CIRCUIT BREAKER 3A 1 POLE CURVE C		1
CIRCUIT BREAKER 3PH 460V 6.0-10.0A		1
CIRCUIT BREAKER 4A 1 POLE CURVE C		1
CIRCUIT BREAKER 4A 2POLE 480Y/277VAC		1
CIRCUIT BREAKER 50AMP 3POLE 600VAC		1
CIRCUIT BREAKER 5A 1 POLE 240/415VAC		1
CIRCUIT BREAKER 5A 2 POLE		1
CIRCUIT BREAKER 7A 1 POLE		1
CIRCUIT UL489 MINI BIEC60947-2 MINI CIRC		2
CKTBOARD A/C PROPORTIONAL CNT3		1
CLAIM UNIT SOFT START MODULE (INBOUND)	ATS01N206RT	1
CLAIM UNIT SOFT START MODULE (MAKEUP)	ATS01N212RT	2
CLIPPER #2 GALVANIZED		2
COAXIAL CONNECTOR BNC, 0-4GHz, 75 OHM		6
CONNECTOR HEIGHT METER	CN-L10	1
CONSOLE BULB 120V 0.025 AMP BAYONTTE BASE	120 PSB	15
CONSOLE COOLING FAN	68.000006	1
Console Key Switch	ZB4 BG6	1
CONTACT BLOCK E30 KLA1 CUTLER HAMMER		5
CONTACT BLOCK E30KLA2		2
CONTACT BLOCK E30KLY4		3
CONTACT BLOCK N/C		1
CONTACT BLOCK N/O		2
CONTACT BLOCK; SPST NC; 10A 600VAC	9001 KA3	1
CONTACTOR	8536SCO3S	2
Contacto 3 pole	8910DPA73V02	1
CONTACTOR 400HZ OUTPUT	282130-001	1
CONTACTOR 6A 3-POLE 120VAC 1NO AUXILIARY		3

CONTACTOR-1 CON		1
Control Box Disconnect Auxiliary Contact	3LD92005B	2
Control Contactor	LP1K09008BD3	2
CONTROL LOGIX 24VDC INPUT 16PT		2
CONTROL LOGIX POWER SUPPLY		2
CONTROL LOGIX RELAY OUTPUT 16PT 1756-OW16I		2
CONTROL RELAY 5A 700HK32A1		8
Control Relay Contactor Auxillar	CA2KN31F7	1
CONTROLLER, ROLL UP DOOR - 90480	11124A	1
CONVERYOR TAKE UP ROLLER		1
CORDSET AC MICRO STRAIGHT 3PIN 5M (16.4FT) YELLOW		1
CPU MODULE ETHERNET 1.5MB COMPACT LOGIX		3
CRUTCH TIPS FOR MBA		7
D.C.POWER SUPPLY BOARD 2901684.01	2901684.01	2
DC POWER SUPPLY BOARD KIT(3631970)		1
Definite Purpose Contactor- 2 Pole- Open Type	8910DPA32V02	1
DISCO SW AUX CONTACT 0A1G10		4
DISCONNECT 60A J-FUSE		1
DISCONNECT SW 25 AMP OT25E3		2
DIVERTER PADDLE TOP PLATE	68.0020.000-18	1
Dodge Snap-In Bearing Cap	128283	25
Dodge Snap-In Bearing Cap (EC-210)	128286	10
Door Limit Switch	1819 22AC2	3
DOOR SWITCH - A-LFSW-D		1
DRIVE SPROCKETS MATCHED SET	PT#968220 / LOGAN	2
E 8/2 U0/V15 LG-FR BLACK LONGITUDINAL RIBBED OPEN		83
ENCODER CABLE 6 PIN 10'	C6-3-10	7
ENCODER CABLE 6 PIN 20'	C6-3-20	3
ENCODER HOSE PLASTIC REINFORCED		24
ENCODER PHOTOCRAFT PROGRAMMABLE RSB-P64AJ/8-30	RSB-P64AJ/8-30	6
ETHERNET/IP ADAPTER MODULE 1734- AENT FNFP		1
FD SLATS AND ENDS W/ RIVETS		7

FINGER GUARD-RUBBER SEALING STRIP		26
FINGER SAFE CONTACT BLOCK SQUARE D KA1 4140323		1
FIRE DOOR DIFFERENTIAL	4004591	3
FNQ-R-20	FNQ-R-20	3
FUSE 1.5A 600VAC (FNQ-R-1-1/2)		6
FUSE 10A (ATMR10)		2
FUSE 10A 250VAC TIME DELAY DUAL ELEMENT MIDGET		16
FUSE 10A 600VAC (FNQ-R-10)		6
FUSE 10A 600VAC LOW PEAK TIME DELAY INDICATING		3
FUSE 125A 600VAC LOW PEAK TIME DELAY INDICATING		6
FUSE 150 AMP FLSR 150 ID		7
FUSE 150A 600VAC LOW PEAK TIME DELAY INDICATING		6
FUSE 15A (ATMR 15)		6
FUSE 15A 600VAC LOW PEAK TIME DELAY INDICATING		7
FUSE 175A 600VAC LOW PEAK TIME DELAY INDICATING		6
FUSE 20A 600VAC LOW PEAK TIME DELAY INDICATING		8
FUSE 2A 500VAC TIME DELAY MIDGET (FNQ-2)		6
FUSE 2A 600VAC (KLKR2)		7
FUSE 2A 600VAC LOW PEAK TIME DELAY		6
FUSE 30 AMP (ATM 30)	ATM 30	6
FUSE 30A 600VAC (FNQ-R-30)		6
FUSE 3A 250VAC TIME DELAY DUAL ELEMENT MIDGET - FNM-3		4
FUSE 3A 500VAC (FNQ-3)		6
FUSE 50A 600VAC LOW PEAK TIME DELAY INDICATING		6
FUSE 5A 250VAC TIME DELAY MINI		6
FUSE 5A 500VAC (FNQ-5)		6
FUSE 5A 600VAC FAST ACTING MIDGET KTK		4
FUSE 80A 600 VAC LOW PEAK TIME DELAY INDICATING		6
FUSE ATM3		9
FUSE FLQ-5 (MINI)		3
FUSE KLK-3, 3 AMP MINI		11
FUSE KLK-5 (MINI)		9
FUSE KLKR 15, 15 AMP MINI	KLKR-15	3

FUSE KTK-3, 3 AMP		5
FUSE, GLASS AGC-1		10
Gates 1 & 2 Vent Fan V-Belts	4L510	8
GFI OUTLET COVER		1
GPU Cable Hoist Limit Switch	4100065AMB	1
GPU Cable Hoist Motor/Reducer	9001900AMB	1
GPU CABLE SADDLE		4
GPU Hoist Cable Guide - MAT TIVAR	2104193AMB	1
GPU Hoist Cable Guide - STL	2104194AMB	1
GPU Hoist Cable SLING ASSEMBLY	2104120AMB	2
GPU IO PC BOARD ASSEMBLY		1
GPU VENT FILTER (HOBART)	283159 - 001	3
HANDLE OPERATING W/DEFEATER BLACK NEMA		2
HIRSCHMANN ETHERNET RAIL SWITCH RS20-1600T1T1SDAUHH		1
Hobart GPU Board Assy, TR Controls	286597	1
HORIZONTAL PROP BOARD 2910041	2910041	1
HORIZONTAL PROP BOARD 2911909		1
HSD BEARING PILLOW BLOCK 45MM	AL-221-032001	2
HSD BEARING ROD END L/H		2
HSD BEARING ROD END R/H		2
HSD CONTROL UNIT 320		1
HSD DIVERTER PADDLE DRUM MOTOR	68.0020.001-08	2
HSD DRUM MOTOR CONNECTOR PINS		14
HSD KEY SELECTOR SWITCH		1
HSD MOTOR HARNESS CONNECTOR (DIVERTER SIDE)		8
HSD POWER SUPPLY 24V 5A		2
HSD SERVO 18A DUAL MOTOR MODULE DV244		2
HSD SMART LINE MODULE 131 5K		1
IEC MANUAL MOTOR STARTER (GV2- ME10)(4-6.3)		2
INBOUND MCP CPU BACK UP BATTERY	1769 BA	3
Inductive Proximity Switch Sensor	XS618B1PAL5TF	1
INDUSTRIAL 20MA CURRENT LOOP TO RS-232 CONVERTER		2
IV SENSE BOARD GPU	IV SENSE CKT BD 120V	1
JETPACK D.C. DRIVE	2910040	2

Joystick Controller	XKBA14220	1
KB 3-BOLT FL 1-7/16 FB-23 ECC RGR-(FB-207-PEER)	SEE ABOVE	4
KB CHAIN #50 MASTER LINK PORTEC		9
KB CHAIN ATTACHMENT LINKS KIT #5		9
KEYPAD ALTIVAR VFD WITH CABLE KIT	VW3A31101	4
KIT SPRT CAB ROLLER		2
LACING CLIPPER #2 430SS	18400	6
LACING CLIPPER 36SP STAINLESS 12IN		4
LACING CLIPPER NO.1 GALVANIZED 12IN		1
LACING CLIPPER NO.1 SS 12IN	1179	7
LACING CLIPPER NO.1 UNIBAR STAINLESS 36IN - UX1S-288		10
LACING PIN .065 NO.1 CABLE W/LEADER		37
LACING PIN .093 NO.2 NYLON (TRANSPORT,AGGR, QUEUE)		11
LACING PIN NO.1 NYLON CABLE W/O LEADER		200
LACING PIN NYS .093		25
LAMP 100W BULB		4
LAMP 24" F20W GE		8
LAMP 32W FC12T9/D CIRCULAR FOR PBB		1
LAMP 40W 16IN CIRCULAR		2
LAMP 500W Q500PAR56WFLI		7
LAMP 60W BULB	60W INCADESCENT	17
LAMP 7W 120V BA15D BASE FOR STACK LIGHT - 855T-L10	4VCW9	21
LAMP BULB MINI 1819		74
LAMP HID METAL HALIDE 350 WATTS GATE SIGN		2
LAMP INCANDESCENT 25W 120V 25T8DC		2
LAMP MINI 1815	10/PKG	29
LAMP T12/34W/48"		30
LENS GLASS 400HZ CIRCUIT BREAKER 1025OT		1
LENS WHT CAB FLOOR IN MANUAL (CH E30 KJ60		1
LENS, RED, SPACER LIMIT TRIPPED		1
LIMIT SWITCH	LSQYLB6C327	3

LIMIT SWITCH	LSQYMB2D324	0
LIMIT SWITCH	LSQYPB2B325	2
LIMIT SWITCH	LSQYPB1A326	2
LIMIT SWITCH 4100215		1
Limit Switch Arm	9007HA24	2
LIMIT SWITCH CAB ROTATION POT		2
Limit Switch housing top part	E50DN19	1
Limit Switch Telemecanique	ZCKJ2H7	2
LIMIT SWITCH WHEEL BOGIE POT		2
LOGIC BOARD	2911597	1
LOGIX 5000 BATTERY ASSEMBLY	1756-BA2	6
LUMAPRO 500W HALOGEN		1
MCP ALARM HORN	350-120-30	1
MERGE BELT BC-PRT-DRN-SFT SFT		1
MERGE BELT END ROLL ASSEMBLY	AF9 / PT#1108530	2
MERGE BELT HOLLOW TUBE	PT#65100410	2
MERGE BELT PULL TAB		1
MERGE BELT RETURN ROLL ASSEM.	PT# 1108533	3
MERGE BELT RLR SPUR ROLL	AF9 / PT#1108532	2
MERGE BELT SNUB ROLL ASSEM	PT# 1108531	4
MERGE BELT TAKE UP ROLL ASSEMBLY	AF9 / PT#1108529	3
MERGE BLT DRIVE ROLL	PT # 1108528	1
MERGE CONVEYOR TENSION SPRINGS	190007 / AF 9 IN MANUAL	18
MICROSWITCH/JOYSTICK		1
Mini Incand. Bulb, Gate 1 Beacon	16G829	8
MINIATURE BULB 28V.08A 400HZ START LAMP (757)	2FMP7	14
MINIATURE LAMP 6.3V 0.15A E-STOP 755 - 2FMR1		24
MIRROR	8022226	2
MOTHER BOARD FUSE	LITTEL FUSE 239001	5
MOTOR BALDOR 3HP(MAKEUP CLAIM) 1675RPM 182TC 3623M		1
MOTOR ONLY ROLL-UP S/D540 DMI & 352 TORQ - 30004		1
MOTOR SEW DFT100L4 NEMA-C184 5.0HP		2
MOTOR SEW DFT100L4BMG4HR 5.0HP NEMA-C184		2
MOTOR SEW DFT100LS4 NEMA-C182 3.0HP		2

MOTOR SEW DFT100LS4BMG4HR 3.0HP		2
MOTOR SEW DFT90L4 NEMA-C143 2.0HP		2
MOTOR SEW DFT90L4BMG2HR NEMA- C143 2.0HP		2
MOTOR SEW DFT90S4 NEMA-C143 1.5HP		2
MOTOR SEW DFT90S4BMG2HR NEMA- C143 1.5HP		2
MOTOR SEW DRE90M4BE2HR 1.5HP		2
MOTOR STARTER PROTECTOR 1.6- 2.5A		2
MOTOR STARTER PROTECTOR		3
MS116 AUX SW 1NO-INC FRONT MT		2
NEOPRENE PCA ADAPTER GASKET	JB741	1
NII MOV AC 250 V (LOLLY POP) JBT# 4500942		7
NUT 3/4-14 NPSM RIGHT HAND THREAD		10
NUT, 3/4-14 NPSM LEFT HAND THREAD		12
Ø1-7/16" CRS SHAFT, 44" LONG	9900-(39)-M	2
OPER PB OFF BAR 120V		1
OPER PB TWO BTN 120V		1
OPER SGL AXIS ASSY		3
OUTPUT FILTER CAPACITOR	120UFD X 3 120V	4
OUTPUT MODULE 16POINT AC/DC RELAY - INBOUNDS		2
PADDLE BELT HSDII ISO 340	GEN II	2
PADDLE NOSE ROLLER 68.0020.000-24		1
PBB 3/4/5 LED TUBE LAMPS		5
PBB BOGEY FOAM WHEEL BOLTS 5/8x14		12
PBB HEIGHT INDICATOR PM351 20V		1
PBB LENS GRN POWER ON		4
PBB Warning Bell (Gates 1 & 2)	70476628	1
PCA ADAPTER AIRCRAFT END		2
PCA TEMPERATURE PROBE		3
PE, REFLECTOR, SQUARE 1-1/4" - 80007		4
Photoelectric Proximity Switch Detector	XUX0AKSAT16	2

Photoeye 42GRL-9002-QD Transmitter		2
Photoeye 42GRR-9003 QD Receiver		2
Photoeye 42GRU-9203-QD SERIES B	42GRU-9203-QD Series B	4
Photoeye 42GRU-9203-QD SERIES C	42GRU-9203-QD Series C	2
PHOTOEYE FIREDOR CLOSED	14151RD14	2
PHOTOEYE FIREDOR OPEN	14151RL14	7
PISTOL GRIP DISCO HANDLE	OHB80J6	2
PLASTIC FLANGE BUSHING (Tow Chain White Wheels)	512-224-1101	36
PLC CONTROL LOGIX 16-PT 20PIN 120VAC INPUT - 1756-IA16		3
PLC CONTROL LOGIX CONTROLNET COMMUNICATIONS BRIDGE - 1756-CNB (SERIES D)		1
PLC CONTROL LOGIX ETHERNET COMMUNICATION		1
PLC CONTROL LOGIX PROCESSOR W/MEMORY -1756-L61		1
PLC POTTER BRUMFIELD RELAY		5
PLC RELAY BASE 5A 250VAC MINI 8-BLADE		1
PORTEC KB BELT CHAIN ATTACHMENT LINK KIT #50 - 452112		5
PORTEC KB PORTEC BEARING 2-BOLT 1-7/16 (NFL 207 MANKO)		10
PORTEC MERGE BELT	E 12/2 O/U2 MT-C-SE BLK	2
PORTEC RETURN ROLLERS GREEN - 010315		13
Power Supply	ABL8RPS24100	1
POWER SUPPLY 24VDC 3.8A SDN 4-24-100LP		1
POWER SUPPLY MODULE 120/240VAC IN 4A 5VDC 2A 24VDC SDN 5-24-100P		1
POWER TURN TAPER ROLL	TAPER ROLL	2
PRESSURE SWITCH		2
PS1400QD MVOLT M8 BATTERY PACK	LITPS1400QD	1
PULLEY RETURN HSD AL257-0139		1
Push Button	ZB4 BA335	1

PUSH BUTTON 30MM MOM CONT NON-ILL MULTI COLOR 1NO-1NC	9001KR1U	1
Push Button Lower Body Assembly	ZB4 BZ105	1
PUSHBUTTON 30MM ILLUMINATED GREEN		1
PUSHBUTTON 30MM MOM CONT NON-ILL BLK FLUSH 1NO-1NC		1
PUSHBUTTON 30MM MOM CONT NON-ILL BLU FLUSH 1NO-1NC	800T - A7A	1
PUSHBUTTON 30MM MOM CONT NON-ILL GRN FLUSH 1NO-1NC		1
PUSHBUTTON 30MM MOM CONT NON-ILL RED FLUSH 1NO-1NC		1
PUSHBUTTON 30MM MOM CONT NON-ILL YEL FLUSH 1NO-1NC		1
PUSHBUTTON 30MM RED MUSHD ILL E-STOP PUSH/PULL		1
PUSHBUTTON ILLUM 120VAC 1NO/1NC AMBER W/GUARD - 800T-PA16A		1
PUSHBUTTON ILLUM 120VAC 1NO/1NC GREEN W/GUARD - 800T-PA16G		1
PUSHBUTTON ILLUM 120VAC 1NO/1NC WHITE W/GUARD - 800T-PA16W		1
QTP2X32T8/UNV-ISN-SC-B	SYLQTP2X32T8UNVISN	2
RADIAL BEARING		2
REDUCER MOUNTING BUSHING	PT# 928645	1
REFLECTOR PHOTOEYE 3" DIA		5
RELAY - MINATURE SCREW CONNECTION 6.2MM, 24VDC	2966171	11
RELAY 11 PINS 3-POLE FOR PBB (ROUND SOCKET)		2
RELAY 4PDT 12VDC CUTLER HAMMER DTP4RI		2
RELAY DPDT 240VAC 10AMP TYPE R		2
RELAY MODULE, 120V PLC-RSC-120UC/21		5
RELAY OVERLOAD BIMETALIC 4.0-6.0A FOR LC1D09-D3		2
RELAY10A 120VAC COIL -700-HK36A1	700-HK36A-1	20
RESISTOR DYNAMIC BRAKE 100 OHM/225W		3
ROD, LH/RH THREAD, TIE RODS,HSDII	68.0020.000-58	4

Roller, Transition	68.0020.000-51	6
ROTUNDA/PEDESTAL NUTS		8
RUBBER ENCODER HOSE NYLON REINFORCED		50
RUSH FEE		1
SAFETY SHOE	4142538	2
Schneider Electric-Contact relay 6a 250 vac		10
SELECTOR SWITCH 2POS ON/OFF (VFD)		1
SELECTOR SWITCH KEY OPERATED 3 POS CUTLER HAMMER 10250ED1083		1
SENSOR PE BANNER Q23SN6RMHSQ-72658		1
SENSOR PHOTOEYE LASER EMITTER (ACCUSORT)		1
SENSOR PHOTOEYE RIGHT SIGHT ANGLE 18MM (P2RCB)		1
SENSOR PROX SWITCH AC M12 4MM UNSHEILDED		1
SERVICE STAIRS WHEEL CASTOR 8 X 2-1/2 SWIVAL 3676001AMB		1
SERVO GEARMOTOR (HSDII) 620.000623		2
SEW GB KA67TAM184/30.22/M3A		1
SEW GB KA47AM145/10.56/M4		1
SEW GB KA47AM145/11.77/M4		1
SEW GB KA47AM145/12.19/M4		1
SEW GB KA47AM145/13.66/M1		1
SEW GB KA47AM145/9.10/M4		1
SEW GB KA47TAM145/13.65/M4AB		1
SEW GB KA47TAM145/15.86/M1		1
SEW GB KA47TAM145/16.86/M1		1
SEW GB KA47TAM145/16.86/M4		1
SEW GB KA47TAM145/19.58/M1		1
SEW GB KA47TAM145/19.58/M4		1
SEW GB KA47TAM145/21.81/M1		1
SEW GB KA47TAM145/21.81/M4		1
SEW GB KA47TAM145/25.91/M1		1
SEW GB KA47TAM145/29.32/M1		1
SEW GB KA47TAM145/35.39/M1		1
SEW GB KA47TAM145/48.95/M1		1
SEW GB KA47TAM184/16.86/M1		1
SEW GB KA47TAM184/19.58/M1A		1
SEW GB KA47TAM184/21.81/M1A		1
SEW GB KA57TAM145/38.49/M3A		1

SEW GB KA57TAM184/19.34/M3A		1
SEW GB KA57TAM184/22.71/M3A		1
SEW GB KA57TAM184/35.70/M3A		1
SEW GB KA67TAM184/22.66/M3A		1
SEW GB KA67TAM184/24.00/M3A		1
SEW GB KT47/57 Vent Valves	130303	9
SEW GB KT57BAM184/48.89/M1B		1
SEW OIL SLINGER 35 X 52MM		5
SEW SEAL 28X47X7 A-NBR		4
SEW TERMINAL BLOCK SEW MOTOR 9 PIN		1
SEW TERMINAL BLOCK SEW MOTOR 9 PIN		1
SHAFT DISCONNECT SWITCH 18.0INCH		1
SKF 6205 Sealed Bearing	6205 2RSJEM	1
SKF 6206 Sealed Bearing	6206 2RSJEM	1
SLAT, 22GA, 72" LENGTH, ROLL UP DOOR - 40004		1
SLM Ready Light, GRN	680.000007	1
SOCKET LAMP PAR-1 SYLVANIA		2
SOCKET RELAY 11 PIN (SQUARE D)		1
SOLA INDUSTRIAL UPS SDU 500	SDU500A	1
SOLA POWER SUPPLY 24VDC	SDP-4-24-100LT	2
SOLA POWER SUPPLY SDP1-24-100T 24VDC 1.3A		1
SPROCKET KB 50B27F 1-7/16 KW A TF 27 TEETH - 040927		2
SQUARE BASE RELAY, 11 PIN 12 , 120 V COIL (PBB)		2
SR RELAY (LRD 10)		1
STAINLESS STEEL PALLET	512-I704701	5
STARTER MAN. MOTOR 0.63-1.0A 50/60HZ (MS116-10)	MS116-10	1
STRAP POLYEST .03 X 1 1/2 X 2'2" (CABLE CARRIER)		6
Suppressor Module Contactor	LA4KE1FC	1
SWA PCA Hose Trolley Casters		14
SWEEP, SALOON DOOR KIT, FOR PBB		1
SWITCH LIMIT COLUMN 4100214	LSQYFBIA329	1
TENSION SPROCKET ASSEMBLY	PT# IO98001/ LOGAN	0
TENSION SPROCKET BEARING	SKF-6305-RS1	3
TICKET COUNTER DRIVE DRUM MOTOR 3 HP	TM215A40-630	1
TIE DOWN SYSTEM D RINGS		4

TIE OWN SYSTEM RATCHET STRAPS		4
TIE ROD 6" THREADED R/H HSD II 68.0020.000-57	68.0020.000-57	4
TIRE TUBE KIT		2
TIRE		1
TOW CHAIN ASSEMBLY		2
TR GUIDE ASSY C45 58-1/2L - 601177		1
TR GUIDE ASSY C90 128-9/16L - 600221		1
TRANSFORMER 120V AC 12V DC		1
TRANSFORMER RECTIFIER BOARD	286597	1
TRANSITION STRIP		1
TUBE LIMIT CROWN	PT # 30005	3
TUBE MOTOR ONLY ROLL UP S/D660 DMI & 530 TORQ	DMI 660/14HU	2
TUBE TIE ROD SHORT, HSDII		4
TUNNEL DIVERTER BLOCKS		4
TWIDO Programmable Controller	TWDXCPRTC	1
TwistAero PCA - Condensate Pump	2088-594-154CO-CP	2
TwistAero PCA - Condensate Pump Control Relay	92S11A22D-120	1
UHMW Wear Strip	512-I707002	250
UNIPUSH BUTTON W/ FULL GUARD SQUARE D KR1U 4140331		1
UPPER CHAIN GUIDE KIT 12FT - 557281		1
UPPER CHAIN GUIDE KIT 6FT - 557278		1
UPS S1K1200 OFF-LINE 1200VA 120VAC		1
UPS SUD-500 OFF-LINE 500VA 120VAC		1
VARIABLE FREQUENCY DRIVE ALTIVAR 31 460V 3HP	ATV312HU22N4	1
VFD ALTIVAR 1.5HP ATV312HU11N4	ATV312HU11N4	3
VFD ALTIVAR 2HP ATV31HU15N4	ATV312HU15N4	2
VFD ATV31HU11N4 Telemecanique 1.5 HP	ATV31HU11N4	2
VSU GATE SWITCH		2
VSU GATE SWITCH ACCUATOR	440KA27010	3
VSU PANEL DISCONNECT SWITCH	OT25F3	3
WALLPLATE SWITCH COVER		1
Warning Strobe S11 Bulb		7

WCL Brake Prox Switch	AK1-AP-4A	2
WEATHER SEAL CAB 2109050AMB	2109050AMB	2
WEATHER STRIPPING 1/8" X 1"		25
WHEEL ASSEMBLY 3" DIA PU (Tow Chain White Wheels)	512-930230-06	18
WHEEL ASSEMBLY 3" DIA PU TYRED - (Lime Green Wheels)	972431	88
WINDOW PLEXIGLASS FOR CAB CURTAIN 12X17		1
WingFan Condenser Fan Assembly	FB11237	1
PRGMD INV AC 10HP HORZ HITACHI	2964160	1
MDL ACF DIGITAL PLC W/3' CA	2964737.01	1
BLOCK CNTOR 1N/O 10AMP	3623768	10
RLY SSR 24VDC 480V / 20A	3643395	1
RLY SPDT 5A 24VDC TERM BLOCK	3645952	1
MDL IN ANALOG 4-CHAN 0-10V	3701052	1
PLC OUTPUT MDL 8AO ANALOG S7-300	3701053	1
PLC OUTPUT MDL 8DO DIGITAL S7-301	3701054	1
PLC OUTPUT MDL 8AO ANALOG S7-301	3701055	1
MDL OUT 12-230VAC 0.5AMP	3701207	1
MDL OUT RLY 2-CHAN 0.5A 120VAC	3706527	1
SNSR PE 15" 10-30VDC	3724963	1
MDL IN ANALOG 8-CHAN 4-20MA	3707755	1
MDL OUT ANALOG 4-CHAN 4-20MA	3714853	1
MOV AC 480V	4570480	1
PWR SPLY 115-230VAC/24VDC 10A	3718287	1
JOYSTICK DUAL AXIS PROP 4-20MA TRG	3724701	1
CNTOR XT 3P 40A IND/60A RES	3726240	1
CNTOR RVSG XT 3P 32A FRAME C	3726242	1
CNTOR AUX 4NO 16AMP XT (3726240)	3726244	1
SNSR POSN ROTG 4-20 MA 16 TURN IP67	3736681	1
SW LIMIT CW/CCW SQD	3742733	1
SW LIMIT DPDT SQD	3742734	1
SW LIMIT SPDT SQD	3742735	1
SW LIMIT 2 STEP SQD	3742736	1
RES 250 OHM 225W 1% MTL FILM	4140141	1
SW LIMIT RLR PRECISION 15AMP	4140220	1
OPER PB TWO BTN 120V	4140412	1
CAPA 30-36 MFD 330VAC	4140593	1
ACTR LINEAR 1'0 STRK 115VAC	4960699	1

Exhibit G
Duties of DISTRICT

As part of this Agreement, DISTRICT agrees to provide Operator the following:

- A responsible onsite representative of DISTRICT which shall be reasonably available during Operator's performance of the Services.
- DISTRICT will provide access to data gathered pertaining to the System, its error logs, and other critical reporting tools.
- If deemed necessary by both Parties, DISTRICT shall supply laborers and personnel capable of assisting Operator in moving bags. DISTRICT agrees that all costs associated with the supply of additional laborers and/or personnel beyond the scope of this Agreement shall be the responsibility of DISTRICT.
- DISTRICT will be responsible for supplying, managing and handling all baggage tubs.

Exhibit H

Reports and Meetings

1. Reports

Operator will provide DISTRICT periodic operations, maintenance and system status reports including but not exclusive of the following.

1. **Incident Reports** for BHS will be submitted via email distribution within two (2) hours of incident for any BHS-related event causing notable disruption to DISTRICT's operation including analysis of cause, effect and options for corrective actions.
2. **BHS/EDS Performance Summary Report** to be submitted on a weekly basis (Mondays before noon central standard time) with system and operational performance statistics and trend information.
3. **Gate Services and PLB Report** to be submitted weekly detailing problems and repairs for the previous week.
4. **Complete System Operational Status Report** to be reported daily detailing operational status of passenger boarding bridges, outbound baggage handling system, inbound baggage handling system, EDS machines, previous day bag count through system, etc.

The Operator BHS Manager and the appropriate airport representative of DISTRICT will agree upon the final format and content for these reports prior to the start of the service agreement. Operator will be able to provide system status and information only where it is available through the system controls and operating system.

2. Routine Meetings

Quarterly in person meetings will be held jointly between DISTRICT and Operator.

DISTRICT and Operator will determine the agenda for the meetings which could include but not to the exclusion of the following:

1. Review previous uptime rates.
2. Review issues pertaining to Operator Personnel, including staffing levels and overall performance.
3. Review Operator service processes.
4. Review housekeeping issues.
5. Suggestions for ways to improve uptime.
6. Suggestions for System enhancements.

7. Suggestions for increasing System throughput.
8. Forecast expectations of the System for the up-coming quarter.
9. Suggest areas for improvement.
10. Training issues.
11. Health and safety issues.

At all meetings, Operator shall provide an inventory and consumables updates including a written list of inventory and consumables that are likely to be purchased within the following thirty (30) days. DISTRICT shall mark on such written list whether it would like to pursue the Owner Director Purchase procedure for any purchase.

At the conclusion of each conference call or meeting, Operator will generate and update an action item list to be distributed and tracked between DISTRICT and Operator.

Exhibit I Services

Operator will provide Operations and Maintenance services to DISTRICT for passenger loading bridges with PC-Air, GPU, and PWC, the inbound baggage handling system and the outbound baggage handling system to include:

System Operation

- Develop and provide the appropriate documentation and training to support all contracted operational facets of the System;
- Monitor system performance and coordinate planned system availability with baggage handling demand;
- Maintain a daily log of System events and required responses;
- Provide the appropriate corrective measures in reaction to system faults, failures or other situations where human intervention is required to sustain System performance;
- Respond to jams and failures occurring within the System in a manner to maintain control of the baggage and to most expeditiously keep baggage actively moving through the System;
- Analyze and assess System performance through report and information analysis;
- Coordinate plans and activities between all parties as necessary to meet operational and systemic requirements for operating the System;

System Maintenance

- Develop and provide the appropriate schedules, documentation, training and tools necessary to support all contracted maintenance of the System;
- Inspect and note suspected and malfunctioning System components for the necessary maintenance activity;
- Maintain a clean System and surrounding areas around the System equipment and working space;
- Conduct preventative maintenance on System based on the prescribed Preventative Maintenance Schedule, where it is compatible with Original Equipment Manufacturers' (OEMs) recommended maintenance instructions and System performance measurements in Exhibit C.;
- Repair and/or replacement of Non-warranty System Components;
- Coordination with OEM's for all warranty and non-warranty repair and replacement work;
- Repair and/or replacement of warranty System components in the event that it is of the best interest to DISTRICT. When this does occur, DISTRICT will be credited when appropriate, otherwise DISTRICT will be billed for the parts and services rendered; When this does occur, DISTRICT and Operator will agree upon a process to ensure accurate billing occurs between the two parties;
- Tracking and recording of all maintenance labor, parts inventory and warranty information requirements and parts OEM's.

- Coordinate plans and activities between all parties as necessary to address operational and systemic requirements for maintaining the System;
- Perform semi-annual preventative maintenance on PLB's
- Perform quarterly preventative maintenance on gate services equipment
- Perform annual PWC hose replacement and backflow valve inspection

Management and Administration

- Supervision and scheduling of all Operator resources in all aspects of the responsibilities and staffing levels outlined in this Agreement;
- Communications, coordinating and reporting between DISTRICT, Airport, TSA and other impacted parties to minimize impact to day-to-day and irregular airport operations;
- Establish daily tracking of operations performance against agreed upon targets described in the Performance Measures attachment;
- Establish and maintain a stock room for spare parts, consumables and other equipment;
- Spare part stock levels will be validated by Operator through weekly cycle counts of critical spares and quarterly full inventory counts. Operator will document and justify variances for DISTRICT in order to determine accountability for replenishing stock levels;
- Establish a safety training program and provide routine safety training;
- Have a system in place for the restocking of spare parts and consumables inventories;
- Initiate communications with DISTRICT in regards to the ongoing assessment of the services and staffing requirements outlined within this agreement

Exhibit J
Invoice Support Documentation and Detail
(SAMPLE)

Certificate Of Completion

Envelope Id: 15B51BEA0BB54FC5AF7F09C8EE3F38A9
 Subject: PANAMA CITY-BAY COUNTY-Operation and Maintenance (ECP)
 Source Envelope:
 Document Pages: 55
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Robin Alexander
 robinalexander@unifiservice.com
 IP Address: 209.112.106.2

Record Tracking

Status: Original
 12/29/2021 9:25:38 AM

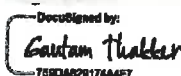
Holder: Robin Alexander
 robinalexander@unifiservice.com

Location: DocuSign

Signer Events

Gautam Thakker
 Gautam.Thakkar@unifiservice.com
 CEO, Unifi
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 758DA229174A8E7...

Signature Adoption: Pre-selected Style
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 Signed: 12/29/2021 9:33:03 AM

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Richard McConnell
 mmcconnell@pcalport.com
 Security Level: Email, Account Authentication
 (None)

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Witness Events

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Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
 Certified Delivered
 Signing Complete
 Completed

Hashed/Encrypted
 Security Checked
 Security Checked
 Security Checked

12/29/2021 9:28:52 AM
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 12/29/2021 9:33:09 AM

Payment Events

Status

Timestamps