



Rhode Island Airport Corporation

February 17, 2012

**ADDENDUM NO. 003
REQUEST FOR PROPOSALS NO. 24309
OPERATIONS AND MAINTENANCE SERVICES FOR THE OUTBOUND
PASSENGER IN-LINE BAGGAGE HANDLING SYSTEM
T. F. GREEN AIRPORT**

Prospective Proposers and all concerned are hereby notified of the following changes in the Request for Proposals document for the Operations and Maintenance Services for the Outbound Passenger In-Line Baggage Handling System (BHS) at T. F. Green Airport – RFP No. 24309. These changes shall be incorporated in and shall become an integral part of the contract documents.

Addendum Item No. 1

Proposals due date has been changed to **no later than 4:00 p.m., February 29, 2012.**

Addendum Item No. 2

Attachment 'A' will provide potential proposers a listing of questions and their respective answers received prior to the established deadline of 4:00 p.m., February 8, 2012.

This Addendum No. 3 consists of 91 pages.

Jennifer M. Hawkins, CPA
Purchasing Agent/
Manager of Business Administration

ATTACHMENT 'A'

ADDENDUM NO. 003 REQUEST FOR PROPOSALS NO. 24309 OPERATIONS AND MAINTENANCE SERVICES FOR THE OUTBOUND PASSENGER IN-LINE BAGGAGE HANDLING SYSTEM T. F. GREEN AIRPORT

1. Are there any manual encoding stations in the north or south bag room? **No.**
2. What is the effective date of the new contract? **July 1, 2012.**
3. Are the airlines utilizing the baggage handling system prevented from pursuing claims for consequential damages against the Airport, and if so, by what means? Have the airlines waived claims for consequential damages in a lease or other agreement, or how might they otherwise be barred from bringing such claims? **Exhibit 'A' is the applicable limitation of liability section (and pertinent definition page) from the current airline operating agreement. RIAC makes no representation as to the applicability of this limitation to independent contractors performing work at RIAC facilities. Bidders are advised to consult with their own legal counsel.**
4. RFP pg 3 states "The Operator will be required to maintain the existing Technical Support Agreement with Jervis B. Webb". What is this TSA? Is there a cost associated with this TSA? Can we obtain a copy of this TSA? **The existing contract will continue with the new Operator. Cost is currently approximately \$15,600 per year. Exhibit B attached.**
5. Are there any license or permit requirements that a proposer needs to be aware of with any public agency? **Please refer to meeting notes.**
6. Please confirm that TSA maintains the explosive detection devices and is excluded from this contract. **Yes.**
7. Is a copy of the existing Technical Support Agreement with Jervis B. Webb available? **Exhibit 'B' attached.**
8. Will a crew be able to access and perform Preventive and heavy maintenance from 2100 hours to 0400 hours? **Yes.**
9. Will damaged or lost bins be considered spare parts or is replacement cost the responsibility of the operator? **Yes. Spare parts are reimbursed under the contract.**
10. Are tubs used on the inbound system part of the total tub count or are they maintained separately? **No, not part of the tub count.**
11. Will the system be under manufacturer's warranty when this contract is to begin and for how long? **No.**
12. Who is responsible for conducting warranty work? **N/A.**

13. Will a warranty issue impact the Performance % if not resolved in a timely manner? **N/A.**
14. If the system is currently being maintained by an operator will posting of job openings and interviews be allowed or are those employees off limits? **RIAC has no objections.**
15. What terms and conditions are acceptable regarding payment? **Refer to contract agreement.**
16. Page 4 refers to parking being provided in designated spaces and this will be coordinated through RIAC's parking operator. What is the cost if any per space? **No cost.**
17. What are the current staffing levels and pay grades? **Currently staffed by 15 full-time employees ranging \$15-25 per hour, not including the Manager.**
18. Are there prevailing or other wage requirements for Technicians? **Refer to RI Dept. of Labor and Training.**
19. Are records available for labor hours and costs for the previous maintenance contract? **The approximate value of the current contract is \$1.5 million.**
20. Is a copy of the current contract available for review? **Exhibit 'C' attached.**
21. Request for Proposals Requirements
This section indicates, "Proposers are required to submit their most recent audited financial statements in a separate sealed envelope along with the proposal."

Would the Airport Corporation accept the Audited Financial of our parent company in lieu of individual reviewed/audited financials? **Yes; however, RIAC reserves the right to require additional information and/or to reflect this relationship in the Agreement.**
22. Performance Guarantee - .a
This section indicates, "On the effective date of the Agreement, Operator shall provide RIAC with a document(s) providing for financial guarantees under this Agreement. Such financial guarantee document(s) shall be in the amount of two Hundred and Fifty Thousand and 00/100 dollars (\$250,000.00)."
Please confirm the Airport Corporation will accept a Payment and Performance Bond on Standard AIA forms in the amount of \$250,000.00. **Yes.**
23. Article 9.1 – Operator's Insurance/General Liability
General Liability section requests \$1,000,000 fire damage coverage. We respectfully request this requirement be reduced as our general liability policy includes a limit of \$100,000 for fire damage. **No. However, the proposer may list this as a requested exception to the standard Agreement and RIAC will evaluate the requested change during its review process.**

24. Article 9.1 – Operator’s Insurance/General Liability

General Liability section requests per project aggregate. We respectfully request this requirement be deleted. If required, we can add per project endorsement for an additional cost. In lieu of per project aggregate we can provide up to a \$10,000,000 general aggregate limit (primary) and an additional \$20,000,000 excess limit at no additional cost. **No. However, the proposer may list this as a requested exception to the standard Agreement and RIAC will evaluate the requested change during its review process.**

25. Article 9.1 – Operator’s Insurance/Excess/Umbrella Liability

Excess/Umbrella Liability section requests a \$25,000,000 limit. We can issue a certificate from our Insurance Carrier in the United States with \$20,000,000 coverage and a certificate from our Insurance Carrier in Germany with \$5,000,000 coverage. Please confirm the two certificates together equaling \$25,000,000 will be acceptable. **This is acceptable if the \$5,000,000 from German carrier is in “excess” over the limit of \$20,000,000 evidenced by the U.S. Based carrier; and if the \$5,000,000 from carrier in Germany responds to a claim brought in U.S.**

26. Article 9.4 – General Indemnification

This section indicates, “Operator will defend, indemnify, and hold RIAC and the State of Rhode Island harmless from and against any and all loss, costs, claims, demands, actions, causes of action, awards, penalties, damages or liabilities, of every kind and character, whether in law or in equity, including attorneys’ fees and court costs, whether by reason of death, injury, or damage to any person or persons or damage or destruction of property or loss of use thereof, or any other reason, to the extent arising out of or otherwise cause by, directly or indirectly: (I) any failure by operator to perform...”

We respectfully request ‘loss of use’ be deleted from this section and emended to read, “Operator will defend, indemnify, and hold RIAC and the State of Rhode Island harmless from and against any and all loss, costs, claims, demands, actions, causes of action, awards, penalties, damages or liabilities, of every kind and character, whether in law or in equity, including attorneys’ fees and court costs, whether by reason of death, injury, or damage to any person or persons or damage or destruction of property, or any other reason, to the extent arising out of or otherwise cause by, directly or indirectly: (I) any failure by operator to perform...” **No.**

27. Regarding Section 1.1.6 of the Professional Services Agreement:

1.1.6 Goods: means the spare parts, consumables and tools required to be provided by Operator under this Agreement. Spare parts and consumables maintained by the Operator in the Operator Inventory shall not be deemed Goods until actually installed, used or consumed in the System.

Could you please clarify if the Operator is allowed to charge a markup on "Operator Inventory"? **No.**

28. Regarding Section 1.1.10(v) of the Professional Services Agreement & the Pre-Proposal Meeting Minutes:

PSA:

1.1.10 Operating Expenses: mean the following necessary and direct expenses of operating and managing the System if duly reflected on an approved annual budget:

(v) computerized maintenance management system (CMMS);

Pre-Proposal Meeting:

The current CMMS is Maximo 6.1. The Operator will be expected to assume the current, or be responsible for, all costs to migrate the current CMMS for all aspects of its operation including.

Could you please clarify if the Operator is allowed to bill RIAC any start-up or migration costs related to the CMMS? **Any deviation from CMMS Maximo 6.1 is Operator cost.**

29. Regarding Section 1.1.14 of the Professional Services Agreement:

1.1.14 Operator Inventory: "RIAC Inventory" means, as of the Effective Date, the spare parts, materials, consumables and tools provided by Jervis B. Webb to RIAC and kept or maintained on-site to be installed, used and/or consumed in the System as described in Exhibit F. "Operator Inventory" means the spare parts, materials and consumables kept or maintained on-site by Operator to be installed, used and/or consumed in the System. "Inventory" means the combined RIAC Inventory and Operator Inventory.

Could you please clarify whether the operator will be required to replace items consumed from the "RIAC Inventory" with "Operator Inventory" in order to maintain established inventory levels? **Yes.**

Is the long-term goal of RIAC to deplete its inventory entirely so that the "Operator Inventory" is the sole inventory? If so, what is the approximate value of the combined RIAC and Operator inventory? **Yes. Refer to Amendment No. 2.**

30. Regarding Section 1.1.5(x) of the Professional Services Agreement:

1.1.5 Excluded Operating Expenses: mean the following expenses:

(x) Any operating expense that exceeds a RIAC-approved budget unless a duly authorized representative of RIAC has approved or requested such expense in writing;

Would RIAC allow the approved budget to be modified to account for any increased labor costs as a result of a labor action? **No.**

31. Regarding Section 4.2 of the Professional Services Agreement and the Pre-Proposal Meeting Minutes:

PSA:

4.2 Reimbursement. RIAC will reimburse Operator on a monthly basis the full amount of the Operating Expenses set forth on each Operating Expense Schedule and based on the CMMS.

Pre-Proposal Meeting

The CMMS will be the means by which payments to the Operator will be made.

Could you please explain how the CMMS is to be used in the billing process?
Billing is based on generated work orders with supporting back-up documentation.

32. Regarding the Pre-Proposal Meeting Minutes:

The Operator will be required to maintain the existing Technical Support Agreement with Jervis B. Webb.

Jervis Webb offers several support options, could you please clarify what level of service is required? **See answer to No. 4 above.**

33. Regarding Attachment E Bid Form;

Please clarify that the total annual amount is “blue cell I71.” **Excel form includes formulas. These can be disabled in manual entry is preferred.**

Please clarify that surety and fidelity bonds are not included in total annual amount. **Not included.**

34. In the Notice to Contactors and Vendors Bidding on Public Works Projects – items 7 and 8 reference a “RIVIP cover letter” and a “VendorID”.

Q – Could you please tell us where we will find the RIVIP cover letter and our VendorID”? **Refer to State of Rhode Island Purchasing website.**

35. Request for Proposal Requirements – Proposing firm shall submit one electronic and seven printed copies of the proposal.

Q – Would you also like seven copies of the most recent audited financial statements in a separate sealed envelope, or will just one be acceptable? **One copy in a separate sealed envelope is required.**

36. Disadvantaged Business Enterprise Participation requires firms to comply with all applicable Federal, State and Local regulations and laws, including Affirmative Action and the Disadvantaged Business Enterprise programs.

Q – Does RIAC have a specific goal or requirement to utilize DBE companies on this project? **RIAC's current DBE goal is 11.2%**

Q – if so, is there a list of Certified DBE companies that can be provided? **You can obtain a listing of Rhode Island Certified DBE firms on the following website: <http://www.mbe.ri.gov/>.**

37. Attachment E – Bid Form

Q – Is the Bid Form available in Excel format? **This was on the CD previously provided.**

Q – On the Bid Form, what is the Management Fee highlighted in red at the top of the form? Is this the total of the G&A and Profit from within the form? **Yes.**

Q – The Bid Form asks for start-up costs to be detailed under section “3. Startup costs (One-time)”, and then asks for total start-up costs again under section “5. Totals Start-up Costs”. Is this just the total from section 3. listed again? **Excel form includes formulas. These can be disabled in manual entry is preferred.**

Q – Under section “5. Totals” what is to be listed as Year 1, Year 2, Year 3, Year 4 and Year 5? Is this the annual prices less start-up costs? **Yes.**

Q – Since bonds are asked for in section “6. Bonds”, are we to exclude the cost of bonds from our total costs? **Yes.**

Q – Are state/local sales/use taxes to be included in our proposal, or is the Rhode Island Airport Corporation exempt? **RIAC is exempt. A copy of the certificate will be provided at the time of award.**

Q – The RFP states that Parking will be provided, but there is a place on the bid document for a cost. Is there a cost associated with parking? **No.**

Q – Is there a cost for company equipment/vehicles to drive on the ramp? **No.**

Q – Is the cost of badging a one-time fee, or is there also an annual renewal fee? **Currently it is a one-time fee.**

38. “The Operator will be expected to assume the current, or be responsible for, all costs to migrate the current CMMS for all aspects of its operation including, but not limited to, tracking of work orders, spare parts, Operator’s labor, and the reoccurring maintenance”.

Q – Is the airport keeping its current Maximo System, or requiring the Maintenance provider to setup their own CMMS system based on what you have in your current system? **Current system.**

Q – Is the Operator allowed to migrate the existing Maximo 6.1 to another CMMS? **Yes at their own cost.**

Q – How many Maximo 6.1 seats does RIAC currently have and will these be available to the Operator? **One possibly two. Yes available to Operator.**

Q – If so, are there any CMMS/Maximo costs that the operator will be required to include in their bid other than the cost of the manpower to operate the system? **Annual fee is currently approximately \$2,400.**

Q – The specification indicates that the “CMMS will be the means by which payments to the Operator will be made.” Will payments be made based on work orders performed? Please clarify. **Yes.**

39. Campaign Finance Compliance

Q – Is this document required to be submitted at time of bid, or only if awarded the contract? **Only required if awarded or Operator is currently providing service for State Agencies.**

40. Major State Decision-Maker

Q – Is this representation required to be submitted at time of bid, or only if awarded the contract? **At time of bid.**

41. BHS Control Room Staffing

Q – Can the BHS Control Room technician be assigned to other duties outside of the BHS Control Room during BHS operation or does a BHS Control Room Technician have to remain in the control room at all times during BHS operation? **Operator's preference.**

42. Spare Parts Inventory

Q – Will RIAC reimburse the Operator for spare parts usage a) as the inventory is used, or b) when the parts are purchased? **As used.**

43. Training for Airlines

Q – How often does RIAC anticipate that the Operator will be required to provide baggage hygiene training for the airlines? **As needed for new hires at the request of the airline. Will vary based on demand.**

44. Inbound BHS

Q – Who maintains the inbound BHS and carousels? **RIAC.**

Q – Does RIAC anticipate adding this scope to the Operator's contract at some point? **No.**

45. Attachment D – Performance Measures – RIAC outlines performance measures yet no penalties or incentives based on those levels of performance.

Q – Does RIAC intend to deduct from the Operator's payment based on not meeting certain performance KPI(s)? **Non-performance may be deemed breach of contract.**

Q – If so, how will it be determined, and what amount will be deducted? **Refer to contract agreement.**

46. Operator will be required to maintain the existing Technical Support Agreement.

Q – What are the terms of the existing agreement? **See No. 4 above.**

- Q – When will it expire? **See No. 4 above**
- Q – Where is this cost reflected on the Bid form, or will all costs be paid by RIAC directly to Webb? **See No. 4 above**
47. The Operator is required to ensure that enough tubs exist for all Airlines.
- Q – Who will purchase replacements for damaged/lost tubs? **Operator.**
- Q – Who will purchase additional tubs should volume increase? **Operator.**
- Q – Is the Operator required to “return tubs to the airlines” throughout each day, or is the Operator only required to “return tubs to the airlines” once each day? **Through-out the day.**
- Q – As this RFP only covers the outbound BHS, are the tubs shared between the inbound and outbound systems? **N/A.**
48. With regard to hours and wages in Rhode Island, it appears that under R.I.G.L. 25-3 there may be certain exceptions for employers.
- Q – Since this is a 24/7 maintenance operation, would we be required to pay our employees time and a half to work Sundays, if Sunday is part of the employee’s normal 40 hour weekly work schedule? **Bidders should consult their own legal counsel.**
- Q – Would our contract with RIAC exempt us from paying overtime to the employee in this situation? **No.**
49. Are there any licenses required for this project? **Please refer to meeting notes.**
50. Please explain how unread bags are handled. **Operator is not responsible for unread bags.**
51. Who is responsible for the movement of oversized bags? **Typically the airlines at their counter.**
52. The inbound claim units are shown on the display screens in the control room. Is there a requirement to monitor their status? **No.**
53. What exactly is the required ‘Electrical Maintenance License’ and does the prime need to hold it or a subcontractor or an individual? **Refer to RI Department of Labor and Training.**
54. What is the cost of the Jervis Webb Tech Support agreement and what services are included? **See No. 4 above.**
55. Will RIAC have a firm audit of the parts on site prior to turnover? **Responsibility of the existing and new Operator.**
56. Which contract (PSA) terms and conditions are non-negotiable? **Not determined at this time. Include at your own risk.**

57. Please verify if there are any DBE percentage requirement goals are for this bid submission? **11.2%.**
58. Will the city (RIAC) be covering the costs of any utilities associated with the provided contractor space (electric, water, etc.) ? **Yes.**
59. Will the city (RIAC) be providing the contractor with telephone and internet access? **No.**
60. What are the current read rates of the laser arrays (sort systems)? **Refer to RFP, Attachment D.**
61. Who will be responsible to relocate the baggage tubs back up to the ticketing areas? **Operator.**
62. Are the ticket counter scales included in the contractors scope of work? **No.**
63. Please clarify if the following sections of the RFP do or do not factor into the 20 page limitation on the bid submission?
1- Item 6. Attachment "E"
2- Item 7. Safety Action Plan
3- Item 8. Attachment "F" Exceptions to PSA
4- Item 10. Letter certifying DBE participation
5- Proof of Insurance
These items do not count towards the page limit.
64. Please confirm that the filing of the affidavit regarding political campaign contributions should occur upon award and is not part of the bid submission? **See No. 30 above.**
65. Can RIAC please clarify what specifically needs to be included in the submitted Safety Action Plan? i.e. safety protocols, training, emergency response, etc. **OSHA log for current or previous account(s).**

AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE
Rhode Island Airport Corporation

or through Airline for bodily injury or for any loss or damage to real or personal property occasioned by any act or cause beyond their respective control including, without limitation, loss of power, flood, fire, earthquake, hurricane, tornado, lightning, windstorm, hail, explosion, riot, strike, civil commotion, smoke, vandalism, malicious mischief, or acts of civil authority other than negligent or intentionally wrongful acts of omission or commission of employees or agents of RIAC. This paragraph does not limit the duties, responsibilities, and liability of RIAC as landlord, pursuant to the laws of the state of Rhode Island.

- (B) RIAC Insureds/Indemnitees shall not be liable for, and are hereby released from all liability to Airline, to Airline's insurance carrier, or to anyone claiming under or through Airline for any loss or damage whatsoever to the property or effects of Airline resulting from the discharge of water or other substances from pipes, sprinklers or conduits, containers or appurtenances thereof or fixtures thereto, or for any damage resulting from the discharge or failure of electric current, regardless of cause or origin, except to the extent that such damage is caused by the negligence or intentional wrongdoing of RIAC.
- 12.04 (C) Neither party, including RIAC Insureds/Indemnitees, shall be liable to the other, whether in contract, tort, negligence, strict liability, equity or otherwise, for any lost or prospective profits or any other special, punitive, exemplary, indirect, incidental or consequential losses or damages arising out of or in connection with this Agreement or any failure of performance related hereto, howsoever caused, whether arising from such person's sole, joint or concurrent negligence, except to the extent such damages are covered by any applicable insurance policy required hereunder. Nothing contained in this Section 12.04(C) shall limit in any manner Airline's obligation to indemnify, defend and save harmless RIAC Insureds/Indemnities under Section 12.03, above, or any other indemnity undertaking by Airline in this Agreement.

The provisions of this Section 12.04 shall not be construed as a limitation of RIAC's rights pursuant to Section 12.03, but are additional to the rights and exclusions from liability provided in Section 12.03.

AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE
Rhode Island Airport Corporation

accommodated on Airport under the procedures specified in Article 5.

Revenues shall have the meaning set forth in the Bond Documents.

RIAC shall mean the Rhode Island Airport Corporation, a quasi-public corporation, and its directors, officers, agents, employees, contractors, successors, permitted assigns, or any other person acting through or on behalf of RIAC.

RIAC Insured/Indemnitees shall mean RIAC, the Rhode Island Economic Development Corporation, and the state of Rhode Island together with their respective current and former officers, directors, employees, and agents.

Rules and Regulations shall mean those lawful rules, regulations, and operational directives of the Airport, as the same may be amended, modified, or supplemented from time to time, by RIAC for the orderly use of the Airport by both Airline and other tenants and users of the Airport to the extent that such rules and regulations are not inconsistent with the provisions and purposes of this Agreement.

Signatory Airline shall mean those Air Transportation Companies providing Air Transportation to and from the Airport that have entered into agreements substantially similar to this Agreement with RIAC covering the use and occupancy of the Airport.

Signatory Cargo Airline shall mean an Air Transportation Company that is a Signatory Airline primarily engaged in transporting property or cargo by air, but not passengers at the Airport.

Signatory Passenger Airline shall mean an Air Transportation Company that is a Signatory Airline primarily for the carriage of persons at the Airport.

State shall mean the state of Rhode Island.

Terminal shall mean the passenger terminal as illustrated on Exhibit B and as may be modified, changed, or enlarged.

Terminal Cost Center shall mean the Terminal and as such Terminal and related facilities may be modified, changed, enlarged, or developed as illustrated on Exhibit B.

Customer Service Remote Connect Module



World Headquarters - 34375 West Twelve Mile Road, Farmington Hills, Michigan 48331-5624 USA
Phone: 1-877-JB-Webb-1 (1-877-52-9322-1) Fax: 248-553-1215 email: WebbService@jerviswebb.com

The Jervis B. Webb Company (JBW) has established a Remote Connect Module (RCM) to provide customers with remote troubleshooting assistance for their equipment/systems. The RCM offers technical support during and after regular office hours and after the project support or system sign-off is complete. Under this program, assistance will be provided by professional and qualified JBW personnel.

At all times, JBW will use its best efforts to provide qualified and knowledgeable personnel to respond to requests for support. The customer's ability to provide the JBW support team members with a specific and detailed description of the events observed at the time of the problem will enhance JBW's ability to assign the appropriate personnel to respond to and remedy the problem. In addition to the given nature of the problem, assigned team members are also based on availability. Due to the complexity of material handling systems, support efforts may require more than one resource and/or more than one technical discipline to provide a solution to the subject issue(s). Support resources may also need written detail, sketches, or samples from the customer to better identify and correct the problem.

For all RCM offerings, JBW provides technical support over the telephone while simultaneously connected to the subject systems main computer via remote connection. Every effort is made to identify and fix the problem being reported but at a minimum, restore basic operations as promptly and efficiently as possible. If the actual problem cannot be solved immediately, additional time to investigate may be required. The support resource and the customer's agent may agree to implement a "work around" or temporary solution. The customer will be made aware of this at that time and their acceptance confirmed. Final solution delivery will be generally agreed upon until such time that a specific delivery date can be agreed and scheduled.

JBW offers many other Customer Service programs to supplement the RCM. These service offerings are detailed in other publications. At a minimum, we suggest that customers utilizing a RCM consider the **Technical Support Module**, **Preventative Maintenance Module** and **Field Services** to supplement system restoration and troubleshooting and reduce system downtime. Contact your JBW representative or call Customer Services at **1-877-JB-Webb-1** for more details.

Customer Service

Remote Connection Module

Remote Connect Module

Customers utilizing the RCM will gain faster restoration of production and reduced downtime by the power of remote connection and troubleshooting support. Remote connection provides faster time to solution and reduces cost of time and expenses for travel. Important features and requirements include the following:

- Remote Connection is provided on a “First come, first serve” basis.
- Standard RCM includes connection to the central monitoring system computer.
- Customers requiring connection to sub-systems, controllers and/or PLC’s must supply connection hardware and software.
- Support time incurred will be logged against the required Customer Service Number.
- The RCM support is provided via secure connection and over a telephone voice line.
- Support time and events are unlimited.
- RCM support is available 24 x 7 (if purchased in conjunction with Preferred Support Module).
- RCM support contracts are quoted for one year (12 months).
- RCM Support requires the purchase of Advanced or Preferred Technical Support program.
- Customer order will be provided for:
 - Fixed support charges.
 - Billed upon receipt of order, one lump sum.
 - Variable support charges will be billed against the Technical Support Program.

Call Receipt Process

During normal business hours, support phone calls are received at JBW headquarters in Farmington Hills, Michigan. After hours, support calls are diverted to an answering service employed by JBW. Regardless of when the call is received, issues are logged, pertinent information is collected and the appropriate actions are taken. The process does not change based on time of day, but may change based on the type of support purchased by the customer.

The appropriate JBW support resource will be contacted, who will then return a call to the customer’s contact person or designate. If a member of the support team cannot be reached within that timeframe, the customer will be notified of this situation by the answering service personnel while every attempt is still being made by them to locate a team member. In the meantime, an escalation process assures proper response times are maintained.

In all cases, the JBW resource and the customer contact will make a voice connection and discuss issues before a remote connection is established.

Customer Service Remote Connection Module

RCM Reporting

All RCM reporting will be provided via the customers Technical Support Program (purchased separately). JBW will provide the customer with monthly statements which show the starting balance of the prepaid allowance, all of the charges against the allowance, and the remaining balance. If the customer requests services/support that exceed 80% of the remaining allowance, or if the cost of the support is projected to exceed 100% of the remaining allowance prior to the end of the established support contract agreement, customers must increase the allowance amount to cover these costs prior to the start of the current months support.

RCM Commercial Pricing

Standard One (1) Year Support when purchasing

Advanced Support Module\$ 6,000.00

Preferred Support Module\$ 3,600.00

Monthly Support Charges (T&M)

Variable Priced Support\$ N/C

(Monthly billing included in Technical Support Module purchase)

Remote Programming PC

Programming PC Software & Hardware\$ Quote Required

Setup and Testing\$ 5000.00

RCM Commercial Terms

At the end of the technical support contract term, the dollar value of any unused prepaid service allowance will be applied to the renewal of the contract. If this support contract agreement is terminated or not renewed, the dollar value of an unused Variable Price allowance could be refunded, upon request.

JBW reserves the right to adjust administrative charges, fees, and rates annually without prior notice.

There shall be no refund of the RCM Fixed Price charge under any circumstance.

Customer Service

Remote Connection Module

RCM Customer Requirements

For ease of use and connection security, customers must supply some basic facilities and materials to assure the RCM can be used in times of need. As a minimum, the following necessities must be provided by the customer or customer designate.

- Voice phone line local to the system control PC.
- High Speed connection point to the central (main) system control PC.
- Dedicated data line (DSL, ISDN, Cable) to the central system control PC.
- Virtual Private Network (VPN) for secure and direct connection to the system control PC.
- Customer must provide hardware and/or software for Remote Connection to sub-systems, controllers & PLC's.
- Customer must provide Remote Desktop Connection to programming and monitoring PC.
- Remote connection software or OS configuration settings for customer connections.
- Passwords, firewalls and other security requirements.
- Local (customer site) resource to support system operation, observation and troubleshooting.
- System application and software backups prior to RCM support.
- Programming software or hardware not supplied by JBW.

Customer Service

Remote Connection Module

RCM Qualifications

- All RCM variable billing will be included in the required Technical Support Program invoicing.
- If after hours support requires that the JBW resource must drive to the main office for proper support of issues, mileage and travel time will be billed as specified in the JBW Customer Service Rate Guide.
- For International support contracts, international telephone calls, both voice and data, made by JBW's resource(s) will be billed as specified in the JBW Customer Service Rate Guide.
- Time spent reporting support rendered will be included in monthly billing.
- Straight Time rates are applied to all hours accrued during:
 - Non-JB Webb Holidays, normal business days.
 - Monday through Friday
 - 8:00 AM to 5:00 PM
- Overtime rates are applied to all hours accrued during:
 - Other than Straight Time hours
 - Before 8:00 AM and/or after 5:00 PM, Monday through Friday
 - Saturday, 8:00 AM to 5:00 PM
- Premium Time rates apply to all hours accrued during:
 - Other than Overtime hours
 - Before 8:00 AM and/or after 5:00 PM on Saturdays
 - All Sundays
 - All JB Webb Holidays
- All support will be billed in one (1) hour increments, based on the described rates.
- All hours, expenses and mileage accrued while on contract will be billed as specified in the JBW Customer Service Rate Guide.
- Federal and Local taxes are applicable and will be billed if the purchase order or attached documentation does not include a tax-exempt number and certificate. Documentation must be for the actual work location.
- All rates on this schedule are US dollars.
- For services that require expense receipts, customers must specify this requirement prior to services booked and must be stated on the purchase order.
- A substantiation fee will be assessed for purchasers requiring/requesting receipts after an invoice has been issued. A minimum fee of \$600.00 will be required for receipt duplication and re-invoicing procedures. Time accrued collecting documentation will be billed at the posted rates in this document.
- New customers may be required to supply credit references prior to order entry.
- Customer locations requiring special training and/or special equipment must notify JB Webb services coordinator prior to order. All cost incurred for training and/or materials will be supplied by the customer, at no cost to JB Webb, or billed to the customer at the stated rates in the commercial section of this rate guide.
- RCM contracts do not include Field Services or materials. Materials and/or Field Services must be purchased separately. A "swap" of materials for technical support time is not permitted.

Customer Service Remote Connection Module

RCM Terms

Either party may terminate the support contract without cause, by providing thirty (30) days written notice to the other party. In the event of such termination, the customer shall compensate JBW for work performed and expenses incurred through the effective date of termination. JBW will refund any unused balance of the contract allowances.

JBW shall not be responsible for any delays associated with any restrictions imposed by the customer with respect to access to the system. Further, the customer acknowledges the uncertain nature of the support services to be performed by JBW and agrees that there shall not be a precise deadline for the completion of the services so long as JBW is proceeding with due diligence.

The System(s) to be supported by the JBW team members may include certain components of computer software originally produced or installed by JBW or by an affiliate of JBW, but the customer acknowledges that the System(s) also may include components, computer software, computer hardware, and other equipment designed, produced, installed, maintained, modified, and/or operated by the customer or by third parties. At the time of commencement of the support services to be performed by JBW, the customer shall advise the support team member of any operating problems, malfunctions, errors or similar matters relating to the System(s) or any related software or hardware. By utilizing the service, the customer acknowledges and agrees (I) that the services to be provided will require the evaluation of complex operating systems comprised of numerous components for which proper manufacturing, installation, maintenance, and operation all contribute to proper functioning, (II) that JBW's support is in the nature of responding to specific problems identified by the customer and may involve evaluation of only limited characteristics of the System(s) and related software and hardware rather than extensive and exhaustive diagnostic evaluation of all functions of the System(s), and (III) that any report to be delivered by JBW will provide JBW's opinion only and will not provide any guarantee or warranty regarding the operation of the Systems(s) or the absence of any defect in the Systems(s) and related software and hardware.

JBW shall not be liable to the customer or responsible in any manner whatsoever for any interruption in the customer's business or any economic loss related in any manner to any malfunction, delay or impairment in the operation of the System(s) or related software or hardware. JBW warrants that the support will be provided in a competent, professional manner. By utilizing services under this Agreement, the customer agrees that customer's sole and exclusive remedy for any claims against JBW resulting from or arising out of JBW's performance of services under this Agreement, including but not limited to breach of any professional obligations with the exception of damage to property, injury or deaths to persons, shall be damages not exceeding the amounts paid by the customer to JBW under this Agreement. In no event shall JBW be responsible for any indirect, incidental, and/or consequential damages arising out of contract, tort or otherwise (including but not limited to the loss of production or profits).

Customer Service Remote Connection Module

Entirety of Agreement

This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior negotiations, representations, discussions, or agreements and may only be modified or amended by writing signed by the party to be charged. Any purchase orders, releases, requests for proposals or similar documents issued by or on behalf of the customer shall not be deemed to modify or amend the provisions hereof unless the same shall be approved by JBW in writing. This Agreement is made for the sole benefit and protection of JBW and the customer and no other person or entity shall have any rights whatsoever under this Agreement. The customer shall indemnify JBW and hold it harmless from any claims of third parties relating to or arising in any manner from JBW's performance or failure of performance under this Agreement.

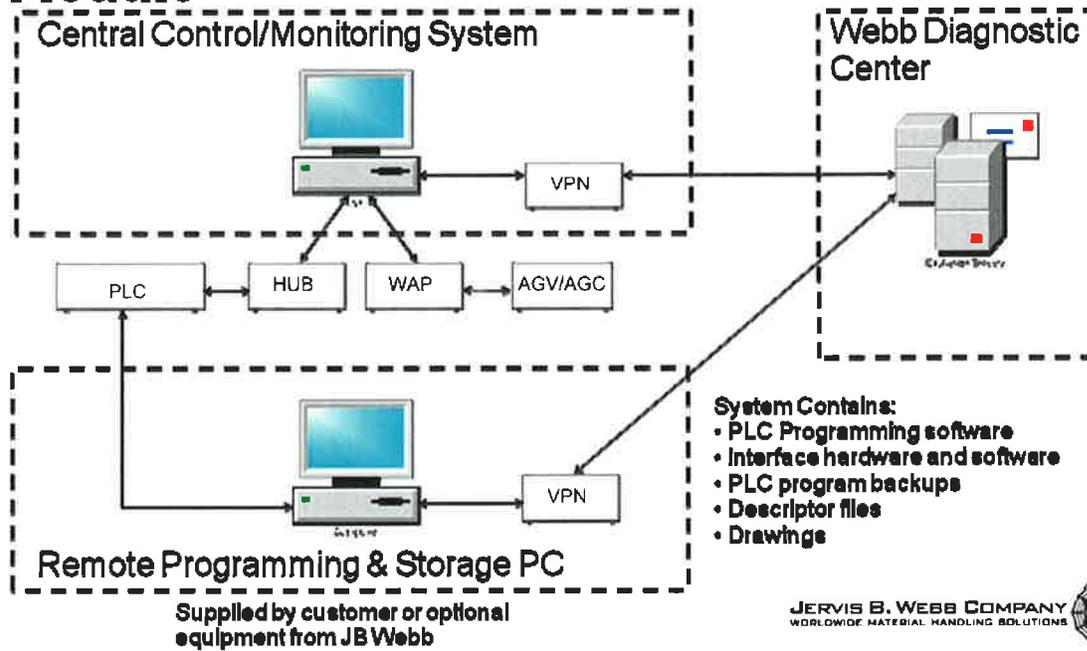
This Agreement is governed by the laws of the United States and of the State of Michigan.

All terms set forth herein shall survive the termination and completion of services by JBW under this Agreement.

Customer Service Remote Connection Module

Example Remote Connect Module Diagram

Customer Service Remote Connection Module



AIRPORT BAGGAGE HANDLING SYSTEM RESIDENT OPERATION AND MAINTENANCE PROGRAM AGREEMENT

This Airport Baggage Handling System Resident Operation and Maintenance Program Agreement (the "Agreement") is entered into by and between the Rhode Island Airport Corporation (hereafter referred to as "RIAC") and Linc Facility Services, LLC, (hereafter referred to as "Operator") on the 1st day of September, 2007, (the "Effective Date".) RIAC and Operator may hereinafter be referred to individually as the "Party" and collectively as the "Parties."

RECITALS

WHEREAS, RIAC is a quasi-public corporation organized as a subsidiary of the Rhode Island Economic Development Corporation, a public corporation, governmental agency, and public instrumentality of the State of Rhode Island and Providence Plantations. RIAC is responsible for the design, construction, operation, and maintenance of the State's airport system. Specifically, through a certain Lease and Operating Agreement with the State of Rhode Island dated June 25, 1993, as amended, RIAC maintains and operates T.F. Green State Airport (the "Airport") located in Warwick, Rhode Island; and,

WHEREAS, RIAC 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 T.F. Green State Airport ("Airport"), located at 2000 Post Road, Warwick, Rhode Island 02886.

1.1.2 **Cause**: means: (i) a material breach by Operator of this Agreement where such breach, if curable, is not remedied or in the process of being remedied to RIAC's reasonable satisfaction within a period of five (5) days provided, however, in no event shall a cure take more than thirty (30) days; (ii) a material breach by Operator of this Agreement where such breach is not curable; (iii) the occurrence of an Event of Default;

or (iv) unsatisfactory performance under the terms and conditions of this Agreement as reasonably determined by RIAC which shall continue after specific notice thereof has been received by Operator, and a period of thirty (30) days shall have passed after the receipt of such notice during which Operator fails to cure such specific unsatisfactory performance.

1.1.3 **Effective Date**: the date first noted above.

1.1.4 **Event(s) of Default**: means the occurrence of any one of the following events: (a) if the Operator 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 the Operator 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 the Operator or of all or any substantial part of the Operator's properties or the Operator'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 or an involuntary petition against the Operator 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 the Operator or interest in this Agreement shall be appointed without the consent of the Operator and such appointment shall remain unvacated and unstayed for an aggregate of ninety (90) days, whether or not the Operator shall acquiesce thereto.

1.1.5 **Excluded Operating Expenses**: mean the following expenses:

- (i) legal fees, the cost of litigation or other legal proceedings, and accounting fees;
- (ii) salaries, travel and accommodation expenses of all administrative and executive personnel of Operator;
- (iii) general and administrative expenses of Operator not allocable directly to the performance of Services or the operation of the System;

- (iv) settlements, payments, recoveries, or awards on claims arising from the negligence or misconduct of Operator's employees or agents;
- (v) administrative support services of Operator's corporate office;
- (vi) all insurance premiums except the workers' compensation insurance required under this Agreement;
- (vii) amount or cost of any insurance deductible;
- (viii) interest, penalties, or service fees charged to Operator or RIAC as a result of Operator's failure to pay any trade payable or other indebtedness in a timely manner;
- (ix) Any operating expense for the prior RIAC Fiscal Year submitted by Operator for reimbursement after August 31 of any year; and
- (x) Any operating expense that exceeds a RIAC-approved budget unless a duly authorized representative of RIAC has approved or requested such expense in writing

1.1.6 **Goods**: means the spare parts, consumables and tools required to be provided by Operator[, but not Jervis B. Webb,] under this Agreement. Spare parts and consumables maintained by the Operator in the Operator Inventory shall not be deemed Goods until actually installed, used or consumed in the System.

1.1.7 **Initial Termination Date**: means June 30, 2010

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

1.1.9 **Operating Expense Schedule**: means a detailed schedule of the Operating Expenses paid by Operator during the immediately preceding month, together with supporting documentation submitted by Operator pursuant to the provisions of Article 4.3.

1.1.10 **Operating Expenses**: mean the following necessary and direct expenses of operating and managing the System if duly reflected on an approved annual budget:

- (i) wages (salary, health insurance, social security, unemployment insurance, workers compensation insurance, statutory benefits and company benefits) of on-site personnel employed by Operator;
- (ii) uniforms of on-site personnel employed by Operator;
- (iii) telephone service, fax, postage, communication devices, internet connectivity;
- (iv) actual cost of Goods as provided in Article 4.2;
- (v) computerized maintenance management system (CMMS);
- (vi) any and all subcontracts directly relating to work performed on-site pursuant to this Agreement;
- (vii) any and all materials directly used on-site;
- (viii) parking;
- (ix) any and all other reasonable expenses or charges, whether or not described above, normally and customarily paid or incurred by an owner pursuant to an arrangement such as the Agreement for maintaining, operating or repairing the System.

1.1.11 **RIAC Fiscal Year:** means each twelve-month period during the Term commencing on July 1 and ending on June 30.

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

1.1.13 **System:** means the outbound baggage handling system (BHS) that will include the Inline Baggage Screening System and the control room at the Airport as more specifically described in Exhibit I. The term System specifically does not include the office space utilized by the Operator for its exclusive use.

1.1.14 **Inventory:** "Webb Inventory" means the spare parts, materials, consumables and tools provided by Jervis B. Webb to RIAC and kept or maintained on-site to be installed, used and/or consumed in the System as described in Exhibit F. "Operator Inventory" means the spare parts, materials and consumables kept or maintained on-site by Operator to be installed, used and/or consumed in the System. "Inventory" means all Webb Inventory and Operator Inventory.

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	----	Initial Staffing Schedule
Exhibit C	----	Performance Measurements
Exhibit D	----	Pricing
Exhibit E	----	Approved FY08 Budget
Exhibit F	----	Spare Parts List to be provided by Jervis Webb
Exhibit G	----	Duties of RIAC and RIAC Representatives
Exhibit H	----	Reports and Meetings
Exhibit I	----	System and Services

ARTICLE 2

Term of Agreement

2.1 **Term.** The term of this Agreement will begin on the Effective Date, and unless earlier terminated pursuant to Section 2.2, terminate on the Initial Termination Date. The Term may be extended by mutual written agreement of RIAC and Operator on or before March 1, 2010, for an additional two-year term commencing July 1, 2010.

2.2 Termination

2.2.1 **Termination with Cause.** RIAC may terminate this Agreement immediately: (i) for Cause; (ii) in the event that in RIAC's reasonable judgment, it is improbable at the time that Operator will perform any material obligation in accordance with the provisions of Article 3.4.7; or (iii) in an emergency that poses a public health or safety hazard, or in the event of any condition jeopardizing or affecting the safety or convenience of the public,

2.2.2 **Termination without Cause.** RIAC may terminate this Agreement, in whole or in part, without cause, effective upon sixty (60) days prior notice from RIAC to Operator.

2.2.3 **Nonappropriation.** RIAC may terminate this Agreement, effective upon the last day of the then current RIAC Fiscal Year, in the event that RIAC's Board of Directors fails to appropriate funds for the Agreement for the immediately succeeding RIAC Fiscal Year.

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, RIAC shall pay to Operator the balance due of all undisputed outstanding invoices for all Goods or Services provided to RIAC under this Agreement up to and including the effective date of expiration or termination whichever comes first. In the event of termination, Operator shall continue Services hereunder through the period for which RIAC agrees to pay Operator a fee to be agreed upon at such time. Upon termination, Operator shall also: (a) deliver to RIAC 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 RIAC shall request; (b) if requested by RIAC in writing, assign any right Operator may have in and to any existing contracts relating to the operation and maintenance of the System; (c) negotiate with RIAC for the sale of any Operator Inventory at cost to RIAC or a new operator; and (d) take such other actions as may be reasonably requested by RIAC.

2.4 **RIAC Rights Upon Termination.** In the event of a termination by RIAC under Article 2.2 RIAC 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 RIAC under this Agreement. In the event of a termination by RIAC under Article 2.2.1, in addition to any other right set forth in the Agreement, RIAC shall have the right to pursue all other available remedies, whether at law or in equity.

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, Operator shall employ Personnel and Personnel shall meet requirements listed on Exhibit A to this Agreement.

Personnel shall in every instance be the Personnel of Operator and not of RIAC. 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, executive 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 BHS operations/maintenance management industry.

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 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 state, local and RIAC requirements. Such Personnel shall conspicuously display a photo identification badge which complies with all

requirements of RIAC 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 (including correctable eyesight to 20/20, hearing, sense of smell, and mobility, so as to perform their job responsibilities); (f) possess the ability to communicate effectively in the English language; and (g) pass all applicable background checks required to obtain appropriate badging from RIAC and other Governmental Agencies.

3.1.5 Upon request by RIAC, Operator will remove from service Personnel who, in the reasonable opinion of RIAC, (a) display improper conduct or conduct that is unprofessional, disorderly, or otherwise unacceptable to RIAC, in RIAC's sole discretion, (b) are deemed not qualified or necessary to perform the work assigned or (c) otherwise do not meet the requirements of this Agreement.

3.1.6 Operator will require its Personnel to provide assistance in the event a baggage jam occurs with the System.

3.1.7 Operator will obtain, and provide RIAC with evidence of employee fidelity insurance covering all of Operator's employees in the amount of \$5,000,000.00.

3.1.8 In addition to all of the other requirements set forth in this Section 3 and elsewhere in this Agreement, at all times during the Term, Operator will comply with all of the laws, rules, and regulations of the United States Department of Homeland Security and the United States Immigration and Customs Enforcement, and any other applicable federal homeland security and immigration laws, rules, and regulations, including any requirements for verification by employers of employee eligibility and legal work status. Neither Operator nor any subcontractor will knowingly hire, employ, or contract with any individual who is not legally authorized to work in the United States. Operator will utilize the United States Department of Homeland Security's Basic Pilot Program for I-9 employment eligibility verification to verify the status of any new hires and will immediately notify RIAC's Representative in the event that Operator becomes aware that it or any subcontractor has hired or is employing any unauthorized workers.

3.1.9 Operator will maintain a Safety Action Plan for its employees. Such plan will include all Material Safety Data Sheets (MSDS) for any chemicals stored or used in the System.

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 members of RIAC's and/or airline management shall have the right to participate in such training. Training shall be conducted in compliance with all reasonable requirements of RIAC and Governmental Agencies. Operator shall maintain complete and accurate training and records relating to Personnel, as required by RIAC pursuant to Article 3.3 hereunder and any applicable requirements of Governmental Agencies. The Operator shall also be responsible for assisting the manufacturer with the initial training and orientation of airline personnel.

3.2.2 At no additional cost to RIAC, 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. Such records shall be retained for at least three (3) years from the close of the RIAC Fiscal Year in which 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 RIAC under this Agreement), RIAC shall have access, during regular business hours at mutually acceptable times and places (at or near the Airport), 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, invoices, and insurance certificates; and (h) other contract documentation which Operator knows or should reasonably know is germane to this Agreement; provided, however, nothing in this Agreement shall require the Operator to produce records that would require it to violate any confidentiality laws. The Operator shall make available all records and information as requested by RIAC in writing, (via U.S. mail or email) at the Airport within thirty (30) days of any such written request. Information not provide within the thirty (30) day time frame will be assess a fee of \$50 per day beginning on the thirty first (31st) day after the initial request. If the records are not made available at or near the Airport, the Operator will pay all out-of-pocket expenses incurred to audit the records including but not limited to airfare, meals, lodging, and transportation. RIAC 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 RIAC any assistance that is reasonably required in connection with the execution of RIAC's rights under this Article 3.3, at no additional charge to RIAC.

Operator's operational system of record (including scheduled work, BHS asset tree, spare parts, warranty and labor) will be a Computerized Maintenance Management System ("CMMS") which is provided by the Operator and approved by RIAC. Operator will provide timely updates and reconcile written records and physical counts of Inventory to the CMMS information in order to keep accurate balances within the CMMS.

3.4 **Repairs and Maintenance.** Operator shall keep the System in good working order and condition: operating at a standard and level of performance similar to the standard

and level of performance demonstrated at System's performance commissioning as accepted by RIAC; 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 RIAC's prior written approval except as otherwise provided below (with respect to emergency actions). Operator shall give prompt notice to RIAC 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 RIAC's written approval prior to proceeding with such repair or alteration. However, in the event that RIAC'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 RIAC 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 RIAC invoices reflecting the expenses of such emergency repairs or alterations as directed by RIAC. 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 of this Agreement, Operator shall provide staffing of Personnel in accordance with Exhibit B of this Agreement, unless otherwise instructed by RIAC 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 RIAC 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. RIAC agrees to notify Operator of: (a) any complaints or any alleged default of Operator in connection with Operator's Services that are received by RIAC including any notice of violation from a Governmental Agency; (b) any defect in the System known to RIAC; and (c) any fire or other damage to the System of which RIAC is aware.

3.4.4 **Notices of Claim of Injury or Damage.** Operator shall notify RIAC 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 RIAC after Operator's receipt thereof, any summons, subpoena, or legal document served upon Operator relating to actual or alleged potential liability of RIAC 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 RIAC on the monthly invoice the hours Personnel worked on these warranty items at zero (0) dollars. Operator will invoice Jervis Webb for any and all labor costs incurred for repair of warranty items.

3.4.6 **Office Space.** RIAC agrees to provide Operator a reasonable amount of office space for managing the operations and maintenance of the BHS, at no cost to Operator.

3.4.7 **Adequate Assurance of Future Performance.** RIAC may require Operator to provide RIAC with adequate assurance that Operator will perform its obligations in a timely fashion in accordance with this Agreement. In the event that RIAC requests that Operator provide adequate assurance, or receives a statement by Operator that Operator cannot or will not perform in a timely fashion, any material obligation in accordance with this Agreement, or any act of omission of Operator that makes it, in RIAC's reasonable judgment, improbable at the time that Operator will perform any material obligation in accordance with this Agreement, then RIAC may terminate the Agreement under Article 2.2.

3.4.8 **Communication Devices.** Operator will provide and maintain in good working condition, communication devices (e.g., radios, telephones, etc.) for use by Operator Personnel to communicate internally and with RIAC. These devices will be compatible with RIAC's available communication infrastructure.

3.4.9 **System Failure.** In the event of a System failure that is the result of a cause other than negligence by Operator, RIAC will reimburse Operator for the cost of any additional Personnel requested by RIAC reasonably necessary to remedy the System failure 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 and established during the performance commissioning of the System. If RIAC notifies Operator in writing of any specific non-performance issue, Personnel and representative(s) from RIAC will meet to discuss these issues, and Operator will have three (3) calendar days to respond to RIAC in writing with a recommended cure. Operator will then correct any non-performance issue within seven (7) calendar days of RIAC's agreement to the recommended cure unless the nonperformance is not correctible within seven (7) days, then Operator shall have not more than 30 days to correct. Should Operator fail to attempt to correct such non-performance issue, Operator's actions shall constitute Cause, as defined in Article 1.1.2. Operator shall not be responsible for any failure by the System to perform within the Performance Measurements if such failure is due to: (a) misuse, abuse, neglect or accident to the System by any person other than Operator's Personnel or the System being improperly applied, installed, adjusted, operated, maintained, repaired or altered by any person other than Operator's Personnel; (b) except in the event of any such Cause, RIAC's being aware of any specific non-performance issue and RIAC procures the services of or allows any person other than Operator to attempt to remedy such non-performance; or (c) Operator receiving less funds than provided in a duly authorized budget.

3.6 **Safety.** In a mutual effort to minimize the possibility of accidents, Operator and RIAC 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 American National Standards Institute and/or American Society of Mechanical Engineers ("ANSI/ASME") Standards. Likewise, RIAC 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 RIAC, RIAC 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.

3.7 Hazardous Materials.

3.7.1 Operator shall not cause or permit the presence, use, discharge, disposal, storage, release, or threatened release of any Hazardous Substances, pollutants or contaminants on or in the Airport, except in compliance with applicable law and in quantities necessary to the operation and maintenance of the System. Operator shall not do anything affecting the Airport or System that is in violation of any Environmental Law. Nor shall Operator allow any of Operator's Personnel to do anything affecting the Airport or System that is in violation of any Environmental Law.

3.7.2 Operator shall promptly give RIAC written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Airport or System and any Hazardous Substance or Environmental Law of which Operator has knowledge. If Operator learns, or is notified by any governmental regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Airport or System is necessary, then to the extent such remediation is due to the acts (or omissions where Operator had a contractual or common law duty to act) of Operator, Operator shall promptly take all necessary remedial actions in accordance with Environmental Law, at Operator's sole cost.

3.7.3 As used in this Article 3.7, "Hazardous Substances" are those substances defined as toxic or hazardous substances or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or urea formaldehyde, polychlorinated biphenyls, radioactive materials. "Environmental Law" means federal laws, treaties, rules, regulations, ordinances, orders, permits, licenses, judgments or decrees, or the laws, rules, regulations, ordinances, orders, permits, licenses, judgments or decrees of the jurisdiction where the Premises are located that relate to health, safety, wastes, Hazardous Substance, contamination or protection of the environment.

3.8 **Budgeting.** By March 1st of each year, Operator will submit to RIAC for RIAC's prior approval, on a form prescribed by RIAC, an operating budget for the next RIAC Fiscal Year with such detailed supporting data as RIAC may request. RIAC will have ninety (90) days to accept or suggest modifications to such budget and Operator will incorporate into such budget any modifications so suggested. After approval by RIAC, operating expenses will not exceed the approved budget unless Operator submits a revised operating budget to RIAC and RIAC approves such revision. The approved budget for FY08 is attached hereto as Exhibit E.

3.9 By December 21, 2007, Operator will perform an in-depth review of its obligations under this Agreement and prepare a System Initiation Plan, in consultation with RIAC, to ensure the smooth initiation of the management and operation of the System by the Operator and the fulfillment of all of its obligations under this Agreement in a timely and efficient manner. RIAC will have thirty (30) days to accept or suggest modifications to the System Initiation Plan and Operator will incorporate into the System Initiation Plan any modification so suggested.

3.10 Operator will obtain and maintain in good standing any and all licenses and permits required for the conduct of its operations under this Agreement.

3.11 **Performance Guarantee:** Operator shall obtain a third-party guarantee of its performance under this Agreement in accordance with one of the following provisions:

a. On the Effective Date of the Agreement, Operator shall provide RIAC with a document(s) providing for financial guarantees under this Agreement. Such financial guarantee document(s) shall be in the amount of Two Hundred and Fifty Thousand and 00/100 Dollars (\$250,000.00).

At the discretion of the Operator, this financial guarantee may be: (i) in the form of an irrevocable letter of credit drawn on a banking institution acceptable to RIAC, in favor of and deposited with RIAC; (ii) in the form of a surety bond issued by an insurance company or surety company qualified and admitted to do business in the State of Rhode Island; or a combination of both (i) and (ii). Such insurance company or surety company shall be acceptable to RIAC.

b. Commitment documents providing for continuation or replacement of the financial guarantee documents shall be received by RIAC at least thirty (30) days prior to their expiration.

c. In the event Operator shall at any time fail to have in effect the Performance Guarantee required under the provisions of this Agreement, upon written notice to the Operator of its intention to do so, RIAC shall have the right, but not the obligation, to secure the Guarantee required hereunder at the cost and expense of

the Operator. In such event Operator will reimburse RIAC for the cost thereof plus twenty-five percent (25%) thereof for administrative overhead.

d. Failure to obtain, maintain, renew such financial guarantee(s) upon expiration of their coverage term shall be deemed a material breach of this Agreement.

ARTICLE 4 **Fees and Expenses**

4.1 Commencing on the Effective Date, as consideration in full for Operator's management and operation of the System and Operator's performance of the obligations under this Agreement, RIAC will pay Operator a management fee set forth in Exhibit D.

4.2 Reimbursement. RIAC will reimburse Operator on a monthly basis the full amount of the Operating Expenses set forth on each Operating Expense Schedule and based on the CMMS .

4.3 Statement. Operator will submit to RIAC by the fifteenth (15th) day of each month a statement, in the form prescribed by RIAC and amended from time to time, of the amount due to Operator for the provision of Services and operation of the System during the previous month, together with the Operating Expense Schedule for such month, and any supporting documentation. In no event will Manager include any Excluded Expenses on any Operating Expense Schedule, or otherwise attempt to charge RIAC for any Excluded Expenses. The amount due Operator will be equal to the Operating Expenses set forth on the Operating Expense Schedule plus the management fee pursuant to Article 4.1. RIAC will process Operator's statement within thirty (30) days of receipt from Operator, provided all expenses are adequately documented and supported. All statements will be addressed to RIAC at:

Rhode Island Airport Corporation
2000 Post Road
Warwick, Rhode Island 02886

Attention: Accounts Payable

Upon the Effective Date of this Agreement, the pricing and agreed upon staffing for Operator's Services under this Agreement are set forth in Exhibit D. Operator will bill RIAC based on actual staffing levels and labor used not to exceed agreed upon amounts set forth in Exhibit D without prior approval in writing by RIAC. In the event of a good faith dispute concerning an invoice, RIAC shall pay the undisputed portion of the invoice. In accordance with Article 13.17 of this Agreement, RIAC and Operator will attempt to resolve any outstanding invoice disputes within thirty (30) days after RIAC notifies Operator of a dispute with respect to an invoice.

ARTICLE 5

Storage Space, Maintenance Shop, and Spare Parts Inventory

5.1 **Storage Space and Maintenance Shop.** RIAC will provide, at no additional cost to Operator, a reasonable amount of space for a maintenance shop and storage of spare parts Inventory, materials, tools, and supplies.

5.2 **Spare Parts Inventory and Consumables.** As part of its System Initiation Plan, Operator will identify, with consultation from the System manufacturer, an initial spare parts and consumables inventory to be provided by Jervis Webb (at an expected value of approximately \$100,000.00). Operator will also maintain a separate spare parts and consumables inventory for use with the System. Unless procured by RIAC, Operator will invoice RIAC for the Operator Inventory items when used or installed in the System with the monthly billing procedures described in Article 4.2. Operator is responsible for maintaining the onsite quantity of spare parts and consumables, consisting of both the Webb and Operator Inventories, sufficient to support the performance requirements of the System in this Agreement. As the original Webb Inventory is depleted, any Inventory regardless of source will be controlled, managed, owned/consigned by Linc. 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.

ARTICLE 6

Duties of RIAC and RIAC Representatives

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

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

ARTICLE 7

Reports

Operator shall furnish reports to RIAC 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: (a) 49 C.F.R. 1520 or such regulations as may replace or supersede Part 1542, relating to "Airport Security;" (b) the Civil Rights Act 1964, as amended; (c) the Equal Employment Opportunity and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs; (d) the Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the handicapped; (e) the Affirmative Action Clause in 38 USC Section 2012 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled veteran and veterans of the Vietnam Era; (f) the Air Carrier Access Act of 1986 as set forth in 14 CFR Section 382, as amended, relative to non-discrimination on the basis of handicap; and (g) 49 C.F.R. 1520 or such regulations as may replace or supersede Part 1520, relating to "Protection of Sensitive Security Information".

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 will provide RIAC with the Personnel reports listed in Exhibit H.

8.2 Federal Covenants.

8.2.1 Nondiscrimination. Operator, on its own behalf, and on behalf of its successors and assigns, covenants that: (i) no person on the grounds of race, color, gender, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination regarding Operator's operations; (ii) in connection with the furnishing of services by Operator pursuant to this Agreement, no person on the grounds of race, color, gender or national origin shall be excluded from the participation in, denied the benefits of, or otherwise be subjected to discrimination; and (iii) Operator shall have access to the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended from time to time.

8.2.2 Affirmative Action. Operator will undertake an affirmative action program, as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or gender be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. No person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by that Subpart. Operator will require, furthermore, that its subcontractors and subconsultants provide assurances to Operator that they similarly will undertake affirmative action programs and that they will require assurance from their subcontractors and subconsultants, as required by 14 CFR 152, Subpart E, to the same effect.

8.3 Government Contract Requirements. In addition to the provisions of Articles 8.1 and 8.2, Operator will comply with the provisions of the federal laws set forth on the attached Federal Contract Requirements Schedule.

8.3.1 **Compliance with OSHA Regulations.** As part of Operator's agreement to operate and maintain the System in compliance with all applicable laws as set forth in Article 8.1 hereof and without limiting that obligation, Operator shall comply with the regulations enacted by the Occupational Safety and Health Administration, as set forth in Sections 1910.1001 and 1926.1101 of Title 29 of the Code of Federal Regulations, as the same may be amended from time to time (as amended, the "OSHA Regulations"). By execution of this Agreement, Operator acknowledges that it has reviewed the OSHA Regulations and understands its obligation to comply with such regulations in its position both as manager of the System and as an employer.

ARTICLE 9
Insurance, Indemnities and Limitations of Liability

9.1 **Operator's Insurance.** Operator shall obtain insurance satisfactory to RIAC. Such insurance shall be obtained at Operator's sole cost and expense, from a licensed insurance company or companies approved by RIAC or rated by Best's Rating at A+ 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	\$2,000,000	Gen. Aggregate
	\$2,000,000	Products - Comp/OP AGG

Automobile Liability:

Any auto	\$1,000,000	Combined single limit (bodily injury and property damage) (each accident)
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Workers Compensation and Employers Liability

Operator will obtain and maintain: (i) worker's compensation insurance in accordance with the laws of the state of Rhode Island for all Operator's employees; and (ii) employers' liability insurance at the limits identified below. The amount of workers compensation insurance shall not be less than the Rhode Island statutory minimum requirements.

\$1,000,000	E.L. Each accident
\$1,000,000	E.L. disease - policy limit
\$1,000,000	E.L. disease - each Personnel

Excess/Umbrella Liability

Each Occurrence	\$10,000,000	Each occurrence
	\$10,000,000	Aggregate

The General Liability policy and the Excess/Umbrella 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 RIAC a certificate of insurance stating the following:

9.2.1 (a) that such policies of insurance shall name the RIAC, the State of Rhode Island, and their respective directors, officers, employees, agents, appointed and elected officials and representatives as additional insureds; (b) that, in the event the above policies are canceled, terminated, modified or materially changed, written notice will be mailed to RIAC 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.

9.2.2 Operator shall deliver copies of all insurance certificates required of Operator, signed by authorized representatives of the insurance companies, to RIAC, 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 RIAC.

9.3 **Changes to Insurance.** RIAC 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 RIAC. In addition, RIAC may request an increase in the limits of existing insurance if RIAC 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 BHS systems similar to or proximate to the System. Any requested increase by RIAC will be provided within a reasonable time of such request upon agreement by Operator to the requested increase.

9.4 **General Indemnification.** OPERATOR WILL DEFEND, INDEMNIFY, AND HOLD RIAC AND THE STATE OF RHODE ISLAND HARMLESS FROM AND AGAINST ANY AND ALL LOSS, COSTS, CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, AWARDS, PENALTIES, DAMAGES OR LIABILITIES, OF EVERY KIND AND CHARACTER, WHETHER IN LAW OR IN EQUITY, INCLUDING ATTORNEYS' FEES AND COURT COSTS, WHETHER BY REASON OF DEATH, INJURY, OR DAMAGE TO ANY PERSON OR PERSONS OR DAMAGE OR DESTRUCTION OF PROPERTY OR LOSS

OF USE THEREOF, OR ANY OTHER REASON, TO THE EXTENT ARISING OUT OF OR OTHERWISE CAUSED BY, DIRECTLY OR INDIRECTLY: (I) ANY FAILURE BY OPERATOR TO PERFORM ITS OBLIGATIONS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT; (II) ANY OTHER BREACH BY OPERATOR OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; (III) THE ACTS OR OMISSIONS OF OPERATOR, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, BUSINESS VISITORS, OR GUESTS, IN, ON OR ABOUT THE AIRPORT; AND (IV) OPERATOR'S MANAGEMENT AND OPERATION OF THE SYSTEM. OPERATOR WILL GIVE RIAC PROMPT AND TIMELY NOTICE OF ANY CLAIM MADE OR PROCEEDING INSTITUTED WHICH IN ANY WAY, DIRECTLY OR INDIRECTLY, CONTINGENTLY OR OTHERWISE, AFFECTS OR MIGHT AFFECT RIAC, AND RIAC WILL HAVE THE RIGHT TO CONTROL, AT OPERATOR'S EXPENSE, THE DEFENSE OF ANY SUCH CLAIM OR PROCEEDING TO THE EXTENT OF RIAC'S OWN INTERESTS. OPERATOR'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS AGREEMENT WILL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THE TERM FOR A PERIOD OF THE RELEVANT STATUTE OF LIMITATIONS.

9.5 **Patent Indemnity.** OPERATOR AGREES TO INDEMNIFY, DEFEND AND HOLD RIAC AND THE STATE OF RHODE ISLAND, INCLUDING THEIR RESPECTIVE AUTHORIZED OFFICERS, EMPLOYEES, AGENTS, ELECTED AND APPOINTED OFFICIALS AND REPRESENTATIVES (EACH AN "INDEMNIFIED PARTY") HARMLESS FROM ANY DAMAGES THAT MAY BE AWARDED AGAINST AN INDEMNIFIED PARTY IN ANY FINAL JUDGMENT TO THE EXTENT BASED UPON A CLAIM THAT THE GOODS, INCLUDING THEIR USE, OR THE SERVICES INFRINGES ANY CURRENTLY EXISTING UNITED STATES PATENT OWNED BY THIRD PARTIES, PROVIDED THAT AN INDEMNIFIED PARTY NOTIFIES OPERATOR IN WRITING, WITHIN TEN (10) DAYS OF RIAC'S KNOWLEDGE OF ANY SUCH CLAIM, AND 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 RIAC; OR (B) ANY COMBINING BY RIAC OF THE GOODS WITH OTHER EQUIPMENT NOT FURNISHED BY OPERATOR.

ARTICLE 10
RIAC and Operator Scheduled Reviews

Upon RIAC's request, RIAC and Operator shall meet on a weekly basis (or more or less frequently if requested by RIAC 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. Exhibit H will be used as a guide for such meetings. RIAC may invite to or include in these meetings any airline or other stakeholder.

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 RIAC:

Rhode Island Airport Corporation
Attn: President and CEO
T.F. Green State Airport
2000 Post Road
Warwick RI 02886

With copy to:

Rhode Island Airport Corporation
Attn: General Counsel
T.F. Green State Airport
2000 Post Road
Warwick RI 02886

To Operator:

John Lucero
Regional Director
Linc Facility Services
14E Gill Street
Woburn, MA 01801

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 RIAC 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 RIAC 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 hired or contracted by Operator, the Warranty Period will commence with shipment of the Goods. Operator's obligation to RIAC 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 RIAC within thirty (30) days of RIAC'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 RIAC's facility.

12.1.3 Except in cases wherein 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 RIAC's misuse, abuse, neglect or accident or to Goods which have been improperly applied, installed, adjusted, operated, maintained, repaired or altered by RIAC.

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 RIAC for: (a) the costs incurred by RIAC for the repair or replacement of Goods or re-performance of Services by a third party hired by RIAC; and/or (b) that part of the purchase price of the faulty or defective Goods that shall have been paid by RIAC.

12.1.5. Operator shall not be responsible for, and no warranty obligation exists where there is, any failure due in any manner to: (a) workmanship or goods provided by Jervis Webb in the design or installation of the System; (b) misuse, abuse, neglect or accident to the System by any person other than Operator's Personnel or the System being improperly applied, installed, adjusted, operated, maintained, repaired or altered by any person other than Operator's Personnel; (c) except in the event of Cause, as defined in Section 1.1.2, RIAC's being aware of any specific non-performance issue and RIAC procures the services of or allows any person other than Operator to attempt to remedy such non-performance; or (e) Operator receiving less funds than provided in a duly authorized budget.

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 RIAC 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 RIAC or a third party contracted by RIAC and used in the Operator system. RIAC 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 RIAC'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 RIAC, 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 RIAC 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 (and the Exhibits hereto) 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. This Agreement is in lieu of and supersedes and replaces any prior interim or other management agreement executed by RIAC and Operator with respect to the System, and 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 has been entered into in the state of Rhode Island and all questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of this state, without reference to its choice of law provisions. Operator irrevocably consents and submits to the exclusive jurisdiction of the courts of the state of Rhode Island and the United States District Court for the District of Rhode Island, as well as to the jurisdiction of all courts from which an appeal may be taken from such courts, for the purpose of any suit, action, or other proceeding arising out of any of its obligations or rights hereunder, and waives any objection it may have to the venue of any such suit, action or other proceeding in such courts and any claim that any such suit, action, or proceeding has been brought in an inconvenient forum. Nothing in this Article 13.3 shall affect the right of RIAC to bring any suit, action, or proceeding against Operator or its property in the courts of any other jurisdictions.

13.4 **Assignability.** This Agreement may not be assigned by RIAC 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 RIAC except as herein expressly specified. Operator acknowledges that it is an independent contractor and not an employee, legal representative, partner, or agent of RIAC, 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 RIAC, 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 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. 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 **Relationship.** Nothing in this Agreement is intended to or shall constitute either party as an agent, legal representative, partner, joint venturer, employee, or servant of the other for any purpose. Operator is an independent contractor and responsible for all acts and omissions of its employees, agents, and Subcontractors. Operator is solely responsible for withholding and paying any and all federal, state, and local taxes, social security payments, and any other taxes or payments which may be due incident to payments made by RIAC for services rendered under this Agreement. Operator will not undertake any course of action or make any representation to the effect that it is the agent, servant or employee of RIAC..

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 the owning Party to the receiving Party as confidential or any information of the owning Party that the receiving Party should reasonably consider to be confidential including, without limitation, any information governed by 49 C.F.R. 1544, relating to "Protection of Sensitive Security Information". To the extent permitted by law, the receiving Party shall treat any Confidential Information 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 the receiving Party's obligations pursuant to this Agreement. Confidential Information shall not include information which: (a) belongs to the receiving Party; (b) is already known by the receiving Party without an obligation of confidentiality; (c) is publicly known or becomes publicly known through no unauthorized act of the receiving Party; (d) is rightfully received from a third party that is under no obligation of confidentiality; (e) is independently developed by the receiving Party without use of Confidential Information; or (f) is approved in writing by the owning Party for disclosure. 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 the receiving Party'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 RIAC. RIAC 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 RIAC's decisions outside authorized channels. Operator shall not take any action that would adversely affect the confidence of the public in the integrity of RIAC and shall not engage in conduct prejudicial to RIAC, including criminal or dishonest conduct. Operator shall not (a) misuse RIAC's System; (b) use inside information obtained as a result of retention by RIAC for private gain for Operator or another person, particularly one with whom it has family, business or financial ties; (c) use its retention by RIAC 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 anything from a person having business with RIAC. 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 Event of Default under 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 RIAC to Operator. RIAC 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 RIAC, enforceable against RIAC in accordance with its terms; and
- b. RIAC 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 RIAC. Operator hereby makes the following representations to RIAC, 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;
- 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 Delaware, and has complied with all applicable laws in order to conduct business in the State of Rhode Island. Operator covenants to use its best efforts to comply with all applicable laws in order to conduct business in the State of Rhode Island;
- 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 are 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, 3.3, 3.4.3, 3.4.4, 3.7, 5.2, 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.

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.

Rhode Island Airport Corporation:

By: Kevin A. Dillon
Name: KEVIN A. DILLON
Title: PRESIDENT + CEO

OPERATOR:

By: John Lucero
Name: John Lucero
Title: Regional Director

**EXTENSION OF AIRPORT BAGGAGE HANDLING SYSTEM
RESIDENT OPERATION AND MAINTENANCE PROGRAM AGREEMENT**

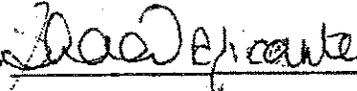
Linc Facility Services LLC and the Rhode Island Airport Corporation entered into, effective as of September 1, 2007, the Airport Baggage Handling System Resident Operation and Maintenance Program Agreement ("Agreement") for T. F. Green.

Pursuant to Article 2.1 of the Agreement, "Term", the parties retain the right to mutually agree to extend the term of the Agreement for an additional period of two (2) years commencing July 1, 2010.

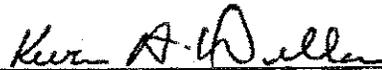
The parties hereby agree to this two (2) year extension commencing July 1, 2010. The parties further acknowledge that the terms of the Agreement will otherwise remain the same.

Accordingly, the parties hereto have caused this Extension of Airport Baggage Handling System Resident Operation and Maintenance Program Agreement to be signed and intend to be legally bound hereby.

ATTEST

By 

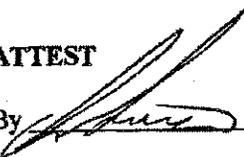
RHODE ISLAND AIRPORT CORPORATION

By 

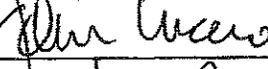
Title President and CEO

Date 3/17/10

ATTEST

By 

LINC FACILITY SERVICES, LLC

By 

Title Vice President

Date 3.11.10

EXHIBITS

TO AIRPORT BAGGAGE HANDLING SYSTEM RESIDENT OPERATION AND MAINTENANCE PROGRAM AGREEMENT

THESE EXHIBITS are attached and form a part of that certain Airport Baggage Handling System Resident Operation and Maintenance Program Agreement, dated as of the Effective Date, between RIAC 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 Baggage Handling System Resident Operation and Maintenance Program Agreement.

Exhibit A
Personnel and Job Descriptions

Personnel (Exhibit A)

Brian LaMattina
Facility Manager
(FM)

Jason Lopez
Daniel Burbul
Supervisors (SUP)

4 - Control Room
Operator (CRO)

5 -Apprentice
Mechanics (APP)

5 -Conveyor
Mechanics (CONV)

4 - PLC Technician
(PLC)

Total Personnel: 21

Job Descriptions (Exhibit A)

JOB TITLE: Facility Manager

JOB REPORTS TO: Regional Director

DATE: 12/94

FUNCTION

This position is accountable for providing optimal customer relations, operations and maintenance management, for the assigned facility in a cost-effective manner.

RESPONSIBILITIES

- Ensures optimal customer relations by maintaining constant communications with customer. Provides high quality operations and maintenance service to assure proper performance of engineered equipment and building systems.
- Acts as a primary liaison with all customer departments, actively ensuring that service is prompt, responsive, effective and that inter-departmental concerns are addressed and resolved.
- Provides regular monthly written status reports to customer and Linc Facility Services management. Presents ad hoc status reports as necessary to keep customer management conversant with atypical occurrences, unusual staffing challenges, potential building related interruptions, etc.
- Prepares, recommends and administers with assistance from supervisor, the annual facility budget. Reports exceptions to supervisor and adjusts budget as necessary.
- Complies with customer and Linc Facility Services corporate policies (personnel, accounting, technical service, safety and health, ethical conduct, etc.) communicates to subordinates and ensures subordinate compliance.
- Ensures that federal, state and local regulatory requirements are met including DER, OSHA, FLSA, EEO, ADA, etc.
- Schedules and coordinates over-all work priorities.
- Recommends what work should be performed in-house and what work should be subcontracted; consults with Linc Facility Services corporate and/or external technical resources when making decisions on major changes.
- Ensures that reactive and preventive maintenance activities are appropriately balanced; monitors current and deferred maintenance backlogs; adjusts priorities and/or resources as needed and ensures that deferred maintenance is adequately documented.
- Utilizes maximum capabilities of Maximo CMMS.
- Develops and/or approves facility quality standards.
- Reviews completed work regularly and ensures that quality standards are met or exceeded to the satisfaction of the customer.
- Monitors service contracts to ensure compliance, addresses and resolves contract disputes
- Develops and negotiates minor construction contracts as assigned.
- Manages purchasing program; approves major purchases; audits purchasing delegated to subordinates.
- Designs and implements administrative systems where Linc Facility Services or customer standard systems do not exist or must be extensively modified.
- Ensures through subordinate managers that staff receives adequate technical, administrative and other training; participates in training of direct subordinates and supervisors.
- Monitors staff overtime and absenteeism against Linc Facility Services standards and implements corrective measures as necessary when either exceeds acceptable standards.

- Manages staff in accordance with Linc Facility Services employee relations philosophy and policies; hires, terminates, recommends salary changes, conducts performance appraisals, counsels and disciplines as necessary; communicates and administers Linc Facility Services personnel policies.
- If applicable, ensures that labor contract requirements are met; makes routine contract interpretations as required; and maintains a harmonious working relationship with union representatives. Organizes and participates in facility audit activities.

REQUIREMENTS

- Bachelors degree in mechanical engineering or comparable experience required; Certified Property Manager or Real Property Administrator certifications desirable for specific assignments.
- Demonstrated customer service orientation and skills.
- Experienced in preparing and administering operating budgets.
- Working knowledge of two or more of the mechanical, electrical, general building maintenance, building construction or electronics crafts. Where there is not a working knowledge, a demonstrated aptitude is required.
- Demonstrated expertise in verbal and written communications.
- Demonstrated willingness to work non-standard days and hours as required.

The above statements are intended to describe the general nature of work being performed by people assigned to this job. They are not intended to be an exhaustive list of responsibilities.

JOB TITLE: Maintenance Supervisor

JOB REPORTS TO: Facility Manager

DATE: 12/94

FUNCTION

Participates and assists the Facility Manager in providing optimal customer relations and the operations and maintenance of finishes and general building maintenance. Supervises and coordinates the activities of workers engaged in maintaining and repairing these systems.

RESPONSIBILITIES

- Responds to customer complaints and maintains positive relationships with all customer and Linc Facility Services, LLC. personnel.
- Schedules and assigns work responsibilities to employees to meet shift requirements.
- Requisitions materials, tools, and supplies needed for a job.
- Administrates preventive maintenance schedule.
- Records and evaluates preventive maintenance activities and programs.
- Administrates reactive maintenance/repair schedule.
- Administrates Work Order Systems.
- Observes/evaluates corrective maintenance or repair on equipment.
- Orients and trains employees to perform maintenance activities and tasks.
- Administrates and communicates to employees company, and customer's policies and procedures.
- Communicates to facility manager any information affecting or having the potential to affect customer relations or employee relations.
- Assists mechanics in troubleshooting complex maintenance problems.
- Evaluates employee performance.
- Ensures safe work practices and work environment and conducts safety training program.
- Enforces work rules and expected employee behavior.
- Responds to employee complaints and grievances.
- Completes daily, weekly and monthly logs and reports.

REQUIREMENTS

- High school or technical school graduate.
- Possesses required state and local licenses.
- Five years of skilled maintenance work.
- Previous experience supervising other trades or maintenance personnel.
- Knowledge of the methods, practices and techniques of maintaining building and facilities.
- Knowledge of the equipment, tools and materials used in building maintenance.
- Ability to read and understand blueprints and drawings.
- Ability to keep detailed records of activities performed.

The above statements are intended to describe the general nature of work being performed by people assigned to this job. They are not intended to be an exhaustive list of responsibilities.

JOB TITLE: Control Room Operator
JOB REPORTS TO: Maintenance Supervisor
DATE: 05/05

FUNCTION

Operate, maintain and repair assigned system in such a manner as to insure optimal customer relations.

RESPONSIBILITIES

- Responds in a professional, polite and helpful manner when dealing with customers
- Oversee and dispatch technicians to ensure systems faults are cleared in a timely manner
- Performs call-catching BHS duties as assigned by the supervisor
- Responsible for minimizing BHS downtime
- Ensure all open system issues are addressed, resolved, and/or properly passed down to next shift
- Responsibilities include baggage sortation system monitoring, call in desk and mechanic assignments as it relates to the BHS
- Refers non-routine problems and/or matters to Facility Manager
- Understands Maximo CMMS work order system codes which are required for data entry for a variety of buildings, shops, supervisors, and priority due dates
- Runs a variety of Maximo system and other reports on an as-needed basis for review by Facility Manager
- Manage sortation plan and pier assignment for all flights
- Trained and able to perform duties of other positions to handle all responsibilities associated with operations, typing, filing, answering the telephone, and greeting visitors
- Provide detailed incident reports (with proper documentation) concerning TSA lost bags, mechanical failures and anything else to the operator's discretion
- Provide comprehensive reports, available upon request
- Assists in emergencies as needed
- Works according to the schedule prepared by the supervisor
- Returns all work areas to a clean, neat, orderly and safe condition
- Learns, understands and complies with fire, safety, and other emergency practices. Informs supervisor of any condition observed to be unsafe
- Learns, understands and complies with all Company and customer policies

REQUIREMENTS

- High school or technical school graduate
- Excellent computer skills
- Minimum of three years experience operating and maintaining central utility services equipment and systems
- Limited knowledge of PLC's
- Knowledge of methods, practices and techniques of maintaining central utility services equipment and systems
- Knowledge of the equipment, tools and materials used
- Knowledge of computer based DDC building information systems
- Ability to keep records of activities performed
- Ability to read and understand blueprints and drawings

The above statements are intended to describe the general nature of work being performed by people assigned to this job. They are not intended to be an exhaustive list of responsibilities.

JOB TITLE: PLC Technician (PVD)
JOB REPORTS TO: Maintenance Supervisor
DATE: 2/08

FUNCTION

Operate, maintain, and perform repairs on assigned PLC and Control Systems in Baggage Handling Systems in such a manner as to ensure optimal customer relations.

RESPONSIBILITIES

- Responds in a professional, polite and helpful manner when dealing with customers
- Completes assigned PM's and reactive maintenance repairs requiring, but not limited to, the following skills:
 - Mechanical Repairs – conveyors and material handling equipment
 - Electrical – Motors, VFDs, Photo-eyes
- Completes work orders for routine repairs and installation of power circuits.
- Maintains daily, weekly and/or monthly reports as required.
- Works with and takes direction from the facility supervisor.
- Learns, understands, and complies with fire, safety, and other emergency practices.
- Informs the supervisor of any condition deemed to be unsafe.
- Learns, understands, and complies with all Company and customer policies.
- Participates in training directed at increasing job-related skills.
- Assists in training of other employees as directed.
- Works according to the schedule prepared by the supervisor.
- Works overtime as needed.
- Assists in emergencies as needed including emergency calls at non-scheduled hours.
- Performs work assigned by supervisor.
- Assists and ensures that all work areas are returned to a clean, neat, orderly, and safe condition.
- Reports to supervisor any information having the potential to affect customer or employee relations.

REQUIREMENTS

- High school or technical school graduate.
- Strong working knowledge of PLC's
- Five or more years of experience in the electrical or controls trade.
- Rhode Island Electrical License
- Ability to understand and carry out instructions quickly.
- Strong troubleshooting ability.
- Experience and ability to repair and maintain high voltage and DDC equipment.
- Ability to maintain good working relations with other staff and building tenants.
- Ability to keep accurate records of activities performed and complete basic reports.
- Computer skills.
- Availability to work overtime as needed.
- Ability to read electrical schematics and blueprints.

The above statements are intended to describe the general nature of work being performed by people assigned to this job. They are not intended to be an exhaustive list of responsibilities.

JOB TITLE: Conveyor Mechanic
JOB REPORTS TO: Maintenance Supervisor
DATE: 7/04

FUNCTION

Operate, maintain and repair assigned mechanical and electrical systems in such a manner as to insure optimal customer relations.

RESPONSIBILITIES

- Responds in a professional, polite and helpful manner when dealing with customers
- Completes assigned PM's and reactive maintenance repairs requiring, but not limited to, the following skills:
 - Mechanical Repairs – conveyors and material handling equipment
 - Electrical – Motors, VFDs, Photo-eyes
- Thoroughly and accurately completes reactive and preventive maintenance paperwork
- Assists in emergencies as needed
- Performs call-catching duties as assigned by the supervisor
- Works according to the schedule prepared by the supervisor
- Returns all work areas to a clean, neat, orderly and safe condition
- Learns, understands and complies with fire, safety, and other emergency practices. Informs supervisor of any condition observed to be unsafe
- Learns, understands and complies with all Company and customer policies
- Participates in training directed at increasing maintenance and other job-related skills

REQUIREMENTS

- High school or technical school graduate.
- At least five years previous experience in commercial/industry maintenance work.
- Knowledge of methods, practices and techniques of maintaining building and facilities.
- Knowledge of the equipment, tools and materials used in building maintenance.
- Ability to keep simple records of activities performed.
- Ability to read and understand blueprints and drawings.

The above statements are intended to describe the general nature of work being performed by people assigned to this job. They are not intended to be an exhaustive list of responsibilities.

JOB TITLE: Apprentice Mechanic
JOB REPORTS TO: Maintenance Supervisor
DATE: 7/04

FUNCTION

Operate, maintain and repair assigned mechanical and electrical systems in such a manner as to insure optimal customer relations.

RESPONSIBILITIES

- Responds in a professional, polite and helpful manner when dealing with customers
- Coordinates, directs and handles baggage.
- Thoroughly and accurately completes reactive and preventive maintenance paperwork
- Assists in emergencies as needed
- Performs call-catching duties as assigned by the supervisor
- Works according to the schedule prepared by the supervisor
- Returns all work areas to a clean, neat, orderly and safe condition
- Learns, understands and complies with fire, safety, and other emergency practices. Informs supervisor of any condition observed to be unsafe
- Learns, understands and complies with all Company and customer policies
- Participates in training directed at increasing maintenance and other job-related skills

REQUIREMENTS

- 0-3 years of mechanical maintenance experience, will train right individual.
- Prior diagnostic/troubleshooting and preventative maintenance experience is a plus.
- Prior electrical experience is a plus.
- Previous experience within high speed industrial or commercial environment is a plus.
- High school diploma or GED required.
- Technical Training and experience related to maintenance procedures is preferred but not required.
- This position requires shift work.

The above statements are intended to describe the general nature of work being performed by people assigned to this job. They are not intended to be an exhaustive list of responsibilities.

Exhibit B
Staffing and Scheduling Targets

Minimum Staffing

Shift	CRO	PLC	CONV	APP
1 st	1	1	1	1
2 nd	1	1	1	1
3rd	0	1	1	0

Target Staffing

Shift	CRO	PLC	CONV	APP
1 st	1	1	1	2
2 nd	1	1	1	2
3rd	1	1	1	0

Staffing Hours

First Shift: 0700-1530 (Apprentice: 0400-1230)
Second Shift: 1500-2330 (Apprentice: 1230-2100)
Third Shift: 2300-0730

Exhibit C
Performance Measure Targets

The following service measurements will serve as the basis for RIAC's evaluation of Operators performance against this Agreement. These Performance Measurements will be tested for and observed during the System's commissioning. Once the commissioning test is completed, RIAC will provide the data obtained to Operator, and RIAC and Operator agree to amend this exhibit to insert the commissioned performance standards as accepted by RIAC. In each case, Operator will not be responsible for deficiencies in meeting these service measurements due to defects in goods or design or installation services provided by Jervis Webb or elements outside of Operator's control as determined by RIAC by its sole but reasonable discretion.

Operator is expected to meet all following service measurements:

1. Maintain the System to achieve the TSA certified baggage throughput.
2. Maintain the System to meet minimum System availability of [TBD] (based on the mainline dieback time measured on System).
3. Maintain the System to meet minimum System reliability of [TBD] (based on the time allocated to unscheduled or emergency repair work orders to overall System maintenance labor).
4. Maintain the System in such a manner as to achieve sortation accuracy of [TBD] or above for the scanned baggage tags.
5. Maintain the System in such a manner as to achieve BHS baggage tracking accuracy of [TBD] within the baggage screening matrix.
6. 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.
7. Maintain an accurate and timely system of record through Maintenance Connection for the tracking of work orders (statistics and supporting information), spare parts inventory, and Operator's labor.
8. Maintain sufficient quantities of Spare Parts.
9. Operator will serve as primary coordination point between RIAC, Owners Rep as applicable, Airlines, TSA, 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 RIAC.
10. Provide timely and accurate reporting of system and operational performance information based on these performance measurements.
11. Proactively provide solutions to address deficiencies in performance metrics within and outside of their control.

12. Meet contractual commitments for staffing levels, labor costs and other costs included in the value of this Agreement.
13. Such other performance measure targets as may be time-to-time agreed upon by RIAC and the Operator.

Exhibit D
Pricing

RIAC will pay Operator a management fee for each month during the Term, prorated for any partial month during the Term, in accordance with the schedule set forth below:

Annual Fixed Management Fee billed 1/12th on a Monthly Basis as follows:

Contract Year	Fixed Management Fee
Year 1	\$91,923
Year 2	\$115,804
Year 3	\$119,279
Option Year 1	\$122,857
Option Year 2	\$126,543

Maximum Additional Fee Schedule for Out-of-Scope Projects, Out-of-Scope Materials or Out-of-Scope Subcontracts

RHODE ISLAND AIRPORT CORPORATION PROJECT LINC FACILITY SERVICES FEE STRUCTURE FOR PROJECTS, MATERIALS OR SUBCONTRACTS					
\$ Range	Fee	\$ Range	Fee	\$ Range	Fee
\$0 - \$500	\$ 25	\$20001 - \$30000	\$ 900	\$650001 - \$675000	\$ 20,250
\$501 - \$1000	30	\$30001 - \$40000	1,200	\$675001 - \$700000	21,000
\$1001 - \$1500	45	\$40001 - \$50000	1,500	\$700001 - \$725000	21,750
\$1501 - \$2000	60	\$50001 - \$60000	1,800	\$725001 - \$750000	22,500
\$2001 - \$2500	75	\$60001 - \$70000	2,100	\$750001 - \$775000	23,250
\$2501 - \$3000	90	\$70001 - \$80000	2,400	\$775001 - \$800000	24,000
\$3001 - \$3500	105	\$80001 - \$90000	2,700	\$800001 - \$825000	24,750
\$3501 - \$4000	120	\$90001 - \$100000	3,000	\$825001 - \$850000	25,500
\$4001 - \$4500	135	\$100001 - \$125000	3,750	\$850001 - \$875000	26,250
\$4501 - \$5000	150	\$125001 - \$150000	4,500	\$875001 - \$900000	27,000
\$5001 - \$5500	165	\$150001 - \$175000	5,250	\$900001 - \$925000	27,750
\$5501 - \$6000	180	\$175001 - \$200000	6,000	\$925001 - \$950000	28,500
\$6001 - \$6500	195	\$200001 - \$225000	6,750	\$950001 - \$975000	29,250
\$6501 - \$7000	210	\$225001 - \$250000	7,500	\$975001 +	30,000
\$7001 - \$7500	225	\$250001 - \$275000	8,250		
\$7501 - \$8000	240	\$275001 - \$300000	9,000		
\$8001 - \$8500	255	\$300001 - \$325000	9,750		
\$8501 - \$9000	270	\$325001 - \$350000	10,500		
\$9001 - \$9500	285	\$350001 - \$375000	11,250		
\$9501 - \$10000	300	\$375001 - \$400000	12,000		
\$10001 - \$11000	330	\$400001 - \$425000	12,750		
\$11001 - \$12000	360	\$425001 - \$450000	13,500		
\$12001 - \$13000	390	\$450001 - \$475000	14,250		
\$13001 - \$14000	420	\$475001 - \$500000	15,000		
\$14001 - \$15000	450	\$500001 - \$525000	15,750		
\$15001 - \$16000	480	\$525001 - \$550000	16,500		
\$16001 - \$17000	510	\$550001 - \$575000	17,250		
\$17001 - \$18000	540	\$575001 - \$600000	18,000		
\$18001 - \$19000	570	\$600001 - \$625000	18,750		
\$19001 - \$20000	600	\$625001 - \$650000	19,500		

Exhibit E
FY09 APPROVED BUDGET

f. Labor Costs:

Position	No. Positions	Annual Salary	Hourly Wage	Annual Labor Hours 1 FT yr = 2,080 hrs	Burden %	Annual Labor Costs w/Burden
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Management / Admin Personnel

Facility Manager	1.00	\$ 88,873	\$ 41.77	2080	34.12%	\$116,513
Admin	0.00	\$ 35,500	\$ 17.07	2080	49.12%	\$0

First Shift

Conveyor Mechanic	2.00	\$ 48,462	\$ 23.30	2080	42.66%	\$138,177
Control Room Operator	1.75	\$ 48,462	\$ 23.30	2080	42.66%	\$120,605
Apprentice/Jammer	3.00	\$ 27,918	\$ 13.42	2080	55.79%	\$130,479

Second Shift

Conveyor Mechanic	2.00	\$ 49,105	\$ 23.61	2080	42.33%	\$139,779
Control Room Operator	1.75	\$ 49,105	\$ 23.61	2080	42.33%	\$122,306
Apprentice/Jammer	2.00	\$ 28,561	\$ 13.73	2080	55.09%	\$88,587

Third Shift

Conveyor Mechanic	2.00	\$ 49,426	\$ 23.76	2080	42.21%	\$140,579
Control Room Operator	1.50	\$ 49,426	\$ 23.76	2080	42.21%	\$105,434
Apprentice/Jammer	0.00	\$ 28,892	\$ 13.89	2080	54.75%	\$0

24 hour PLC Technician Coverage **

PLC Technician (Day)	2.00	\$ 50,899	\$ 25.66	1976	40.91%	\$142,979
PLC Technician (Night)	2.00	\$ 51,309	\$ 25.97	1976	41.86%	\$145,896
Scheduled PLC Technician Overtime for 24 hour Coverage				832		\$37,783

** PLC Technician - 24 hour coverage in 12 hour shifts - New Salary Survey performed for Changed Position Required

Premium Overtime Coverage for Holidays, Vacation Days				3440		\$141,042
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* Burden % should include all staff taxes, insurance, fringe, other indirect labor costs

Total Labor Costs (First 12 months of fully staffed service)

\$1,570,161

(Continued)

2. Other Costs for Service (Annual):

Tools and Equipment			\$ 12,982
Shop Tool Replacement	\$	2,498.72	
Site Vehicle	\$	9,661.51	
Lease Cost	\$	7,639.10	
Maint. & Gas	\$	1,323.55	
Insurance	\$	698.96	
Equipment Rental (1 Allowance)	\$	824.00	
Uniforms & Safety Supplies			\$ 10,300
Uniforms	\$	7,828.00	
Safety Supplies	\$	2,472.00	
Office Services, Supplies & Consumables			\$ 1,421
Recruiting & Training			\$ 5,485
Travel			\$ -
Materials & Expendables			\$ 128,803
Expendables	\$	1,854.00	
Materials	\$	126,949.00	
Bin Replacement	\$	-	
Existing Conveyor Refurbishing	\$	-	
CMMS Support (Maximo)			\$ 1,748
Communications (cell phone service & radio replacement)			\$ 6,165
Cell Phone Service	\$	4,928.55	
Telephone Service	\$	1,236.00	
Employee Parking			\$ 7,418
Capital Projects			\$ 30,000
480/220 Shop Installation			
Lighting North & South Resolution Rooms (Safety Issue)			
Lighting TC6 (Safety Issue)			
OEM BHS Support			\$ 890
Jervis B Webb Remote Access Internet (OEM BHS Support)	\$	889.80	
Jervis B Webb Support Contract		TBD	
Total Other Costs for Service (Annual):			\$204,318

TOTAL ANNUAL COSTS	\$1,774,479
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5. Profit:	Management Fee (Year 2)	\$115,804
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TOTAL COSTS WITH PROFIT	\$1,890,283
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7. Bonds:	Surety Bond	TBD
	Fidelity Bond	TBD



Exhibit "F"
Contract Spares (100k) Provided by Jervis Webb

Item No.	Nomenclature	System Location	System Qty	Contract Spares	Webb Reference No.	Manufacturer	Manufacturer/ Part No.	WEBB Purchase Price	Lead Time (D)	Contract Spares (100k)
										\$99,767.72
CONVEYOR EQUIPMENT										
NOTE: ITEMS 49 - 55 ARE BULK BELTING FOR STANDARD PULLEY CONFIGURATION CONVEYORS										
1	Belt-Conveyor, PVK, 120 lb/in Strength, 30"Wide, Black (Price is per inch)		340	340	P8112402300V4	Siegling		\$1.05	30	\$357.00
2	Belt-Conveyor PVK, 125 lb/in Strength, 34"Wide, Black (Price is per inch)		275	275	P8112402340V4	Siegling		\$1.52	30	\$418.00
3	Belt-Conveyor, PVK, 1-Ply, 125 lb/in Strength, 36" Wide, Black (Price is per inch)		24456	960	P8112402360V4	Siegling		\$1.06	30	\$1,017.60
4	Belt-Conveyor, PVK, 1-Ply, 120 lb/in Strength, 30" Wide, Black (Price is per inch)		768	768	P8112402420V4	Siegling		\$1.24	30	\$952.32
5	Belt-Conveyor, Monofilament, 125 lb/in Strength, 30" Wide, Black (Price is per inch)		2706	960	P8113002300V4	Siegling		\$1.38	30	\$1,324.80
6	Belt-Conveyor, Monofilament, 125 lb/in Strength, 36" Wide, Black (Price is per inch)		9650	960	P8113202360V4	Siegling	E8/2 UOV15 LG-FR BL	\$1.74	30	\$1,670.40
7	Belt-Conveyor, Monofilament, 200 Lb/in Strength, 36" Wide, Black (Price is per Inch)		13539	960	P8113705360V4	Siegling	PHR3-200TW BB X BB	\$2.16	30	\$2,073.60
8	NOTE: ITEMS 57 AND 58 ARE MERGE CONVEYOR BELTS									
9	Pulley, Drive, 4-1/2" Dia. Flat Face, 1-7/16" Shaft Dia., Quick Disconnect, Balanced		87	1	P5592000039	Webb	P5592000039	\$180.00	30	\$180.00
10	Pulley, Drive, 6-3/4" Dia, Edge Crowned, 1-7/16" Shaft Dia., Balanced		3	1	P5616003433	Webb	P5616003433	\$519.68	30	\$519.68
11	Pulley, Drive, 6-3/4" Dia, Edge Crowned, 1-7/16" Shaft Dia., Balanced		3	1	P5616003437	Webb	P5616003437	\$508.00	30	\$508.00
12	Pulley, Drive, 6-3/4" Dia., Edge Crowned, 1-7/16" Shaft Dia.		51	1	P5616003439	Webb	P5616003439	\$557.34	30	\$557.34
13	Pulley, Drive, 6-3/4" Dia., Edge Crowned, 1-7/16" Shaft Dia.		34	1	P5616301439	Webb	P5616301439	\$535.98	30	\$535.98
14	Pulley, Drive, 6-3/4" Dia., Edge Crowned, 1-7/16" Shaft Dia., Balanced		2	1	P5616003445	Webb	P5616003445	\$584.64	30	\$584.64
15	Pulley, Drive, 8-3/4" Dia., Edge Crowned, 1-11/16" Shaft Dia., Balanced		37	1	P5626601439	Webb	P5626601439	\$675.88	30	\$675.88
16	Pulley, Drive, 8-3/4" Dia., Flat Face, 1-11/16" Shaft Dia., balanced, Lagged		1	1	P5626601439F	Webb	P5626601439F	\$662.64	30	\$662.64
17	Pulley, Non-Driven, 6" Dia, 1-7/16" Shaft Dia, Tapped Shaft, Edge Crowned, Quick Disconnect, Balanced		1	1	P5614601137	Webb	P5614601137	\$178.00	30	\$178.00
18	Pulley, Snub, 4" Dia., 1-7/16" Shaft Dia., Flat Face, Balanced		387	1	P5602624039	Webb	P5602624039	\$116.44	30	\$116.44
19	Pulley, Snub, 4" Dia., 1-7/16" Shaft Dia., Flat Face, Balanced, Quick Disconnect		6	1	P5602624045	Webb	P5602624045	\$123.58	30	\$123.58
20	Pulley, Take Up, 4" Dia., 1-7/16" Shaft Dia., Flat Face, Balanced, Quick Disconnect		2	1	P5604631045	Webb	P5604631045	\$128.12	30	\$128.12
21	Pulley, Non-Driven, 6" Dia, Edge Crowned, 1-7/16" Shaft Dia., Quick Disconnect		4	1	P5614601145	Webb	P5614601145	\$194.70	30	\$194.70
22	Reducer, Speed 25.64:1 Ratio, DBL reduction, Shaft, TXT125T		43	1	P8090005038V2	Dodge	241153	\$660.75	30	\$660.75
23	Reducer, Speed, 14.01:1 Ratio, DBL Reduction, Shaft, TXT125T		35	1	P8090005022V2	Dodge	242257	\$858.92	30	\$858.92



Exhibit "F"
Contract Spares (100k) Provided by Jervis Webb

										\$99,767.72
Item No.	Nomenclature	System Location	System Qty	Contract Spares	Webb Reference No.	Manufacturer	Manufacturer/ Part No.	WEBB Purchase Price	Lead Time (D)	Contract Spares (100k)
24	Reducer, Speed, 23.46:1 Ratio, DBL Reduction, Shaft, TXT225T		6	1	P8090005023V2	Dodge	242258	\$858.92	30	\$858.92
25	Reducer, Speed, 5.62:1 Ratio, SNG Reduction, Shaft, TXT105T		48	1	P8090005015V2	Dodge	251120	\$619.48	30	\$619.48
FLAT PLATE UNIT										
26	Chain Link, Straight, 5/8" Pin, Clockwise Rotation		301	8	P721019	Webb	P721019		40	\$0.00
27	Guide Wheel, 6" Dia X 2" flange, w/Bearing		301	10	P721026	Webb	P721026	\$78.75	40	\$787.50
28	Bushing, Star Chain Bronze Profile, for 5/8" Dia Pin		301	10	P721028	Webb	P721028	\$33.53	40	\$335.30
29	Pallet, Line X Coated		301	4	P721120	Webb	P721120	\$112.00	40	\$448.00
30	Wheel Assembly		616	15	P701301	Webb	P701301	\$18.20	40	\$273.00
31	Idler, Chain		14	1	P701101	Webb	P701101	\$1,162.00	40	\$1,162.00
32	Bearing, Idler Cone		28	2	P700302	Webb	P700302	\$71.64	40	\$143.28
33	Bearing, Idler Cup		28	2	P700303	Webb	P700303	\$38.95	40	\$77.90
34	Damper Assy, Drive Chain		7	1	P720550	Webb	P720550		40	\$0.00
35	Sprocket, Drive, 13 Tooth, 2" Bore		7	1	P720300	Webb	P720300	\$346.50	40	\$346.50
36	Drive Chain		7	1	P720400	Webb	P720400	\$318.50	40	\$318.50
37	Link, Offset, for Drive Chain		7	1	P720536	Webb	P720536	\$8.78	40	\$8.78
38	Link, Master, Drive Chain		7	1	P700309	Webb	P700309	\$3.92	40	\$3.92
TRANSNORM COMPONENTS										
39	Belt for TS1500/140, Flat, 45°, IR 49", N 38"		33	1		Transnorm	B4938N9645FC/140	\$1,110.00	30	\$1,110.00
40	Belt for TS1500/140, Spiral 45° with 12" height diff, IR 49", N 38"		12	1		Transnorm	B4938N9645HC/45/12/140	\$1,110.00	30	\$1,110.00
41	Belt for TS1500/140, Spiral 90° with 24" height diff, IR 49", N 38"		9	1		Transnorm	B4938N9645HC/90/24/140	\$1,110.00	30	\$1,110.00
42	Belt for TS1500/140, Flat, 90°, IR 49", N 38"		17	1		Transnorm	B4938N9690FC/140	\$1,110.00	30	\$1,110.00
SIEMENS HIGH SPEED DIVERTER										
44	Assembly -01 Paddle HSD		32	1		Siemens	AL6603-20-01	\$6,524.64	42	\$6,524.64
45	V-Belt Idler		32	1		Siemens	AL229-0107	\$88.08	14	\$88.08
46	Vertical Belt WV Guide		32	1		Siemens	AL6603-20-30	\$455.00	21	\$455.00
47	Idler Pulley Assy, High Speed Diverter		32	1		Siemens	AL6603-20-38	\$339.22	22	\$339.22
48	Weldment, Shaft, Cb-10		16	1		Siemens	AL6603-30-10	\$51.14	35	\$51.14
49	Sprocket Cam Machined		16	1		Siemens	AL6603-30-18	\$133.44	35	\$133.44
50	Sprocket Machined Sensor		16	1		Siemens	AL6603-20-18	\$211.16	35	\$211.16
51	Weldment, Tie Rod Cam & Sprocket		16	1		Siemens	AL6603-20-25	\$330.14	35	\$330.14
52	Wrap Spring Clutch Support Bushing		16	1		Siemens	AL6603-30-31	\$67.52	28	\$67.52
53	Rods Chain Tightening		16	1		Siemens	AL6603-30-34-R	\$228.84	35	\$228.84
54	Rods Chain Tightening		16	1		Siemens	AL6603-30-34-L	\$263.72	35	\$263.72
55	Rod Connecting		16	1		Siemens	AL6603-30-05	\$73.24	28	\$73.24
56	Brg Rod End Fm X 3/4 Eye		32	1		Siemens	AL226-0409	\$1,111.16	21	\$1,111.16
57	Nut Jam 3/4-16		32	1		Siemens	AL450-0415	\$1.06	7	\$1.06
58	Brg Dodge 2bpb Sc X 3/4		16	1		Siemens	AL220-3208	\$28.46	21	\$28.46
59	Brg Torrington S10kpp2		16	1		Siemens	AL223-8211	\$214.40	21	\$214.40
60	Belt Timing 1700h150		16	1		Siemens	AL272-071700	\$377.12	7	\$377.12



Exhibit "F"
Contract Spares (100k) Provided by Jervis Webb

Item No.	Nomenclature	System Location	System Qty	Contract Spares	Webb Reference No.	Manufacturer	Manufacturer/ Part No.	WEBB Purchase Price	Lead Time (D)	Contract Spares (100k)
\$99,767.72										
61	Pulley Idler Flgd Universal P2b		16	1		Siemens	AL6603-30-38	\$500.98	20	\$500.98
62	Motor Bldr Vm3546t 1hp Nema 143tc		16	1		Siemens	AL200-0219	\$270.92	28	\$270.92
63	Brg Torrington Kp23b		32	1		Siemens	AL223-9823	\$461.56	21	\$461.56
64	Spkt Idler Universal B5015h		16	1		Siemens	AL233-251506	\$44.92	14	\$44.92
65	Prox Sensor All-Brdly #871c-A5n18-N3		32	1		Siemens	AL871C-A5N18-N3	\$311.98	14	\$311.98
66	Cable All-Brdly #889n-R3afc-6f		32	1		Siemens	AL889N-R3AFC-6F	\$40.18	14	\$40.18
67	Mounting Bracket All-Brdly #871a-Brn18		32	1		Siemens	AL871A-BRN18	\$33.08	14	\$33.08
LEFT HAND HSD SPECIFIC										
1	Clutch/Brk Warn Super CB-10 CCW		8	1		Siemens	AL206-06020	\$5,915.00	56	\$5,915.00
2	Reducer Hub City #214B (5:1) 145TC		8	1		Siemens	AL216-1024024	\$892.86	21	\$892.86
3	Solenoid Kit Use On 206-0605 Or 206-06020		8	1		Siemens	AL376-27510136	\$1,019.20	70	\$1,019.20
RIGHT HAND HSD SPECIFIC										
1	Clutch/Brk Warn Super CB-10 CW		8	1		Siemens	AL206-07018	\$5,915.00	56	\$5,915.00
2	Reducer Hub City #214C (5:1) 145TC		8	1		Siemens	AL216-1024624	\$892.86	21	\$892.86
3	Solenoid Kit Use On 206-0705 Or 206-07018		8	1		Siemens	AL376-27510135	\$1,019.20	70	\$1,019.20
SIEMENS 45 DEGREE SHORT MERGE - 240FPM										
1	BRKMTR BLDR VBM3558T 2 HP NEMA 143TC		15	1		Siemens	AL200-0432	\$ 331.06	40	\$331.06
2	RDCR DODGE APG SIZE 3 (11.4:1) 140 TC		15	1		Siemens	AL213-53113	\$ 949.17	40	\$949.17
3	SPKT POLY GATES GT2 # 14MX-26S-20		15	1		Siemens	AL237-111028	\$ 91.78	40	\$91.78
4	SPKT POLY GATES GT2 # 14MX-30S-20		15	1		Siemens	AL237-111030	\$ 99.69	40	\$99.69
5	BELT POLY CHAIN 14 MM X 20 MM X 1190 MM		15	1		Siemens	AL274-111190	\$ 126.29	40	\$126.29
FIRE AND SECURITY DOORS										
1	Bottom Bars (Per foot of Width)			6		Vignaux		\$33.75	40	\$202.50
2	Hood (Per foot of Width)			6		Vignaux		\$67.50	40	\$405.00
3	Photoeyes, RL or RD (Open-Close-Safety/Obstruction)			1		Vignaux		\$427.50	40	\$427.50
4	Safety Edge Air Switch			1		Vignaux		\$135.00	40	\$135.00
5	Safety Edge Coil Cord			1		Vignaux		\$67.50	40	\$67.50
6	Safety Edge Pneumatic Edge on Bottom of Shutter			1		Vignaux		\$247.50	40	\$247.50
7	Slat, Endblock			6		Vignaux		\$44.25	40	\$265.50
8	Slat, Flat, 22 Gauge (Per foot of Length)			6		Vignaux		\$11.25	40	\$87.50
Electrical										
1	BNI-SWITCH LIMIT ROTARY LEVER		2	1	C1061155	ALLEN-BRADLEY	802T-AP	\$103.22	100	\$103.22
2	BUSS-POWER DISTRIBUTION BLOCK		27	1	C1039289	TAYLOR	66583	\$410.26	14	\$410.28
3	BUSS-POWER DISTRIBUTION BLOCK, 1 PRIMARY, 8 SECONDARY, 2 POLE		24	1	C1022230	TAYLOR	66582	\$328.10	16	\$328.10
4	CABLE-DROP FOR CONTROLNET PURPOSES		48	1	C1052278	ALLEN-BRADLEY	1786-TPYR	\$127.12	120	\$127.12



Exhibit "F"
Contract Spares (100k) Provided by Jervis Webb

										\$99,767.72
Item No.	Nomenclature	System Location	System Qty	Contract Spares	Webb Reference No.	Manufacturer	Manufacturer/ Part No.	WEBB Purchase Price	Lead Time (D)	Contract Spares (100k)
5	CABLE-QUICK DISCONNECT 5 PIN M12 CONNECTOR FOR ENCODER PRODUCTS SHAFT ENCODER		50	1	C1087251	ENCODER PRODUCTS	75204	\$110.00	30	\$110.00
6	CIRCUIT BREAKER, 1 AMP 1 POLE, 277 VAC/65 VDC		2	1	C1019281	ALLEN-BRADLEY	1492-CB1G010	\$90.88	21	\$90.88
7	CIRCUIT BREAKER, 10 AMP 1 POLE, 277VAC, 65VDC		6	1	C1042296	ALLEN BRADLEY	1492-CB1G100	\$90.88	30	\$90.88
8	CIRCUIT BREAKER, 15 AMP		8	1	C1048392	ALLEN BRADLEY	1492-CB1G150	\$71.80	100	\$71.80
9	CIRCUIT BREAKER, 15 AMP 2 POLE		4	1	C1089174	ALLEN BRADLEY	1492-CB2G150	\$172.80	30	\$172.80
10	CIRCUIT BREAKER, 2 AMP 1 POLE, 277 VAC/65 VDC		15	1	C1019277	ALLEN BRADLEY	1492-CB1G020	\$90.88	100	\$90.88
11	CIRCUIT BREAKER, 20 AMP 1 POLE		3	1	C1048750	ALLEN BRADLEY	1492-CB1G200	\$90.88	100	\$90.88
12	CIRCUIT BREAKER, 3 AMP 1 POLE		8	1	C1046772	ALLEN BRADLEY	1492-CB1G030	\$37.24	30	\$37.24
13	CIRCUIT BREAKER, 5 AMP 1 POLE		11	1	C1046768	ALLEN-BRADLEY	1492-CB1G050	\$90.88	12	\$90.88
14	CIRCUIT BREAKER, 60 AMP 2 POLE		2	1	C1089175	ALLEN BRADLEY	FAL22060	\$325.60	30	\$325.60
15	CONTROL TRANSFORMER-1KVA		1	1	C1089488	HEVI-DUTY	HS1F1BS	\$210.66	30	\$210.66
16	CONVERTER-RS232 TO C/L W/EXTERNAL POWER SUPPLY		8	1	C1089521	TELEBYTE	65A	\$0.00	30	\$0.00
17	ENCODER-SHAFT 6CPR MODEL 225A		50	3	C1079786	ENCODER PRODUCTS	225A-10-6-PU-N-N-J	\$264.00	100	\$792.00
18	FUSE BLOCK, 30 AMP, 250VAC, 1 POLE, CLASS R		176	1	C1022812	BUSSMAN	R25030-1PR	\$8.34	21	\$8.34
19	FUSE BLOCK, 30 AMP, 2600VAC, POLE		23	1	C1062033	BUSSMAN	R60030-2-PR	\$23.28	110	\$23.28
20	FUSE BLOCK, 30 AMP, 600V, 3 POLE		45	1	C1062034	BUSSMAN	R60030-3-PR	\$29.84	110	\$29.84
21	FUSE BLOCK, 60 AMP, 250VAC, 1 POLE		6	1	C1075654	BUSSMAN	R25060-1-PR	\$13.24	100	\$13.24
22	FUSE BLOCK, 60 AMP, 600V, 3 POLE		34	1	C1080041	BUSSMAN	R60060-3-PR	\$38.42	30	\$38.42
23	MODULE-POINT I/O CONTROLNET ADAPTER		2	1	C1084281	ALLEN-BRADLEY	1734-ACNR	\$688.64	30	\$688.64
24	MOTOR CONTROLLER 16 AMP STARTING TORQUE		12	1	C1063034	ALLEN-BRADLEY	150-A16NB	\$523.22	110	\$523.22
25	MOTOR CONTROLLER-SOFTSTART, SMC-3, 200-600VAC, 3 PHASE, 16 AMP		2	1	C1089501	ALLEN BRADLEY	150-C16NCD	\$629.44	30	\$629.44
26	MOTOR-MANUAL PROTECTOR IEC		204	1	P247042	ALLEN-BRADLEY	140M-C2E-C20	\$172.70	30	\$172.70
27	MOTOR-STARTER CONTACTOR 12 AMP, 5 HP		15	1	C1075815	ALLEN-BRADLEY	100-C12UD10	\$88.30	100	\$88.30
28	MOTOR-STARTER CONTACTOR 9 AMP, 1, 2 & 3 HP		166	1	C1075656	ALLEN-BRADLEY	100-C09UD10	\$68.02	100	\$68.02
29	MOTOR-STARTER CONTACTOR, AC, 16 AMPS, 3 HP VFD		200	1	C1075739	ALLEN BRADLEY	100-C16UD10	\$98.76	100	\$98.76
30	MOTOR-STARTER CONTACTOR, REVERSING, 9 AMP, 1, 2 & 3 HP REVERSING		2	1	C1075658	ALLEN-BRADLEY	104-C09UD22	\$192.28	100	\$192.28
31	MOTOR-STARTER MANUAL 1/2 HP		7	1	C1075527	ALLEN BRADLEY	140M-C2E-B16	\$151.64	100	\$151.64
32	MOTOR-STARTER MANUAL 7.5 HP		2	1	C1075528	ALLEN BRADLEY	140M-C2E-C16	\$164.26	100	\$164.26
33	OPTIC-PHOTOCELL SERIES 9000 RETROREFLECTIVE, SOLID STATE OUTPUT, W/5 PIN QUICK DISCONNECT		361	3	C1030867	ALLEN-BRADLEY	42GRU-9202-QD	\$100.98	13	\$302.94
34	OPTIC-REFLECTOR TARGET 3" DIA.		361	3	C1019306	PHOTOSWITCH	92-39	\$7.62	13	\$22.86



Exhibit "F"
Contract Spares (100k) Provided by Jervis Webb

Item No.	Nomenclature	System Location	System Qty	Contract Spares	Webb Reference No.	Manufacturer	Manufacturer/ Part No.	WEBB Purchase Price	Lead Time (D)	Contract Spares (100k)
										\$99,767.72
35	PLC, 13 SLOT 1756 CHASSIS		16	1	C1062390	ALLEN-BRADLEY	1756-A13	\$846.26	110	\$846.26
36	PLC, CHASSIS 17 SLOT FOR 1		10	1	C1068812	ALLEN-BRADLEY	1756-A17	\$966.14	100	\$966.14
37	PLC, CONTROL LOGIX SINK/SO		12	1	C1073311	ALLEN-BRADLEY	1756-IB16I	\$583.98	100	\$583.98
38	PLC-CHASSIS ASM 10 SLOT		4	1	C1064135	ALLEN-BRADLEY	1756-A10	\$700.26	100	\$700.26
39	PLC-CHASSIS ASM 7 SLOT		8	1	C1070597	ALLEN-BRADLEY	1756-A7	\$571.06	100	\$571.06
40	PLC-CONTROL LOGIX 16 PT 120 VAC INPUT MODULE		238	1	C1066151	ALLEN-BRADLEY	1756-IA16	\$527.14	100	\$527.14
41	PLC-CONTROL LOGIX 16 PT, 120 VAC OUTPUT MODULE		76	1	C1066152	ALLEN-BRADLEY	1756-OA16	\$750.66	100	\$750.66
42	PLC-CONTROL LOGIX 8PT RELAY CONTACT OUTPUT MODULE		1	1	C1084229	ALLEN-BRADLEY	1756-OX8I	\$512.92	30	\$512.92
43	PLC-CONTROL LOGIX CONTROLNET BRIDGE		39	1	C1062388	ALLEN-BRADLEY	1756-CNB	\$1,695.10	100	\$1,695.10
44	PLC-CONTROL LOGIX ETHERNET COMMUNICATION MODULE		8	1	C1062389	ALLEN-BRADLEY	1756-ENBT	\$2,304.84	100	\$2,304.84
45	PLC-CONTROL LOGIX ISOLATED OUTPUT MODULE, 16 POINT ISOLATED AC OUTPUT MODULE		10	1	C1087643	ALLEN BRADLEY	1756-OA16I	\$993.28	30	\$993.28
46	PLC-CONTROL LOGIX PROCESSOR W/MEMORY BOARD, 4M BYTE MEMORY		8	1	C1083284	ALLEN-BRADLEY	1756-L62	\$9,527.70	30	\$9,527.70
47	PLC-CONTROL LOGIX PWR SUPPLY		39	1	C1062379	ALLEN-BRADLEY	1756-PA72	\$1,040.06	100	\$1,040.06
48	PLC-CONTROL LOGIX REDUNDANT CONTROLNET MODULE FOR REDUNDANT CONTROLNETS		8	1	C1073445	ALLEN-BRADLEY	1756-CNBR	\$2,359.20	100	\$2,359.20
49	PLC-CONTROLNET ADAPTER MODULE		3	1	C1068089	ALLEN-BRADLEY	1794-ACN15	\$763.60	100	\$763.60
50	PLC-FLEX CONTROLNET COMM CARD		8	1	C1076431	ALLEN BRADLEY	1788-CNC	\$865.64	100	\$865.64
51	PLC-FLEX CONTROLNET REDUNDANT COMM CARD		1	1	C1080083	ALLEN BRADLEY	1788-CNCR	\$1,010.34	30	\$1,010.34
52	PLC-FLEX I/O 120VAC 16 PT INPUT CARD		16	1	C1068818	ALLEN BRADLEY	1794-IA16	\$421.06	100	\$421.06
53	PLC-FLEX I/O 24VDC 8 PT RELAY OUTPUT		8	1	C1068817	ALLEN BRADLEY	1794-OW8	\$382.36	100	\$382.36
54	PLC-FLEX LOGIC CONTROLLER 512KB MEMORY CARD		9	1	C1076432	ALLEN BRADLEY	1794-L34	\$2,542.30	100	\$2,542.30
55	PLC-MOTOR CONTROLLER 2 HP VARIABLE FREQUENCY DRIVE		168	1	C1061918	ALLEN BRADLEY	160-BA04NPS1P1	\$1,062.00	110	\$1,062.00
56	PLC-MOTOR CONTROLLER VFD, 3HP, 6 AMP, 480VAC, 3 PHASE, WITH PROGRAMMING MODULE		26	1	C1064936	ALLEN BRADLEY	160-BA06NPS1P1	\$1,141.08	100	\$1,141.08
57	PLC-MOTOR CONTROLLER, 5 HP VFD, WITH PROGRAMMING MODULE		11	1	C1070326	ALLEN BRADLEY	160-BA10NPS1P1	\$1,249.02	100	\$1,249.02
58	PLC-POINT I/O 232ASC COMMUNICATION MODULE		4	1	C1084663	ALLEN BRADLEY	1734-232ASC	\$372.10	30	\$372.10
59	PLC-POWER SUPPLY 85-264VAC		7	1	C1064805	ALLEN-BRADLEY	1794-PS13	\$216.22	100	\$216.22
60	PLC-TERMINAL BASE NEMA		16	1	C1048029	ALLEN BRADLEY	1794-TBN	\$171.84	7	\$171.84
61	POWER SUPPLY, 24VAC 2.4 AMP DC		8	1	C1059093	INTERNATIONAL POWER	IHC24-2.4	\$95.56	100	\$95.56
62	POWER SUPPLY, 24VDC, 1.2 AMP		11	1	C1074376	INTERNATIONAL POWER	IHB24-1.2	\$67.34	100	\$67.34
63	POWER SUPPLY, OVERVOLTAGE		11	1	C1069856	INTERNATIONAL POWER	IOVP-12	\$19.92	100	\$19.92
64	RELAY-120 VAC, 1 POLE		336	2	C1064824	ALLEN-BRADLEY	700-HK36A1	\$11.68	100	\$23.36
65	RELAY-24VDC COIL, 2 POLE TYPE HK		8	1	C1070382	ALLEN BRADLEY	700-HK32Z24	\$9.86	100	\$9.86



Exhibit "F"
Contract Spares (100k) Provided by Jervis Webb

										\$99,767.72
Item No.	Nomenclature	System Location	System Qty	Contract Spares	Webb Reference No.	Manufacturer	Manufacturer/ Part No.	WEBB Purchase Price	Lead Time (D)	Contract Spares (100k)
66	RELAY-CONTACT BLOCK, AUXILLIARY 1 NO - 1 NC		2	1	C1067718	ALLEN-BRADLEY	100-FA11	\$16.42	100	\$16.42
67	RELAY-CONTROL 120 VAC 4 POLE, 600V, 4 N.O. CONVERTIBLE CONTACTS		72	1	C1016732	ALLEN-BRADLEY	700-P400-A1	\$126.06	21	\$126.06
68	RELAY-CONTROL 120 VAC, 8 POLE, 600V CONVERTIBLE, CONTACTS, 8 NO, 0 NC		51	1	C1019024	ALLEN-BRADLEY	700-P800-A1	\$186.96	21	\$186.96
69	RELAY-SOCKET SCREW TERMINAL		257	1	C1019910	ALLEN-BRADLEY	700-HN121	\$8.50	21	\$8.50
70	RELAY-TYPE-P INDUST. 2 POLE		31	1	C1022661	ALLEN-BRADLEY	700-P200A1	\$91.36	14	\$91.36
71	RESISTOR-100 OHM 300 WATT		11	1	C1087684	RCD	640B-1000-FBW	\$276.50	30	\$276.50
72	RESISTOR-150 OHM 250 WATT		26	1	C1087683	RCD	640-1500-FBW	\$95.00	30	\$95.00
73	RESISTOR-200 OHM 150 WATT		166	1	C1087682	RCD	635B-2000-FBW	\$389.24	50	\$389.24
74	RESISTOR-5 WATT 3K OHM WIRE WOUND SERIES 90		6	1	C1073189	OHMITE	02F1626	\$6.84	100	\$6.84
75	SWITCH-2 POS BLACK		3	1	C1079367	ALLEN-BRADLEY	800T-H2H	\$100.08	100	\$100.08
76	SWITCH-COMBINATION, TRIP/AUXILIARY CONTACT BLOCK, 2 POLE, N.O., FRONT MOUNT		385	1	C1084629	ALLEN-BRADLEY	140M-C-AFAR10A10	\$38.00	30	\$38.00
77	SWITCH-CONTACT BLOCK NO-NC		136	1	C1006721	ALLEN-BRADLEY	800T-XA	\$23.78	14	\$23.78
78	SWITCH-DISCONNECT 30A VARIABLE DEPTH, DOOR MOUNTED, ROTARY DISCONNECT SWITCH		1	1	C1090447	ALLEN BRADLEY	1494R-N30	\$421.30	30	\$421.30
79	SWITCH-DISCONNECT KIT 100 AMPS		21	1	C1084251	ALLEN-BRADLEY	1494V-DR11-A-D-E	\$722.48	30	\$722.48
80	SWITCH-DISCONNECT WAUX CONTACT		310	1	C1081676	BENEDIKT & JAGER	LTS32PFHN4A3 LH11	\$83.00	30	\$83.00
81	SWITCH-DOOR INTERLOCK 13AC1, HONEYWELL 13AC1 DOOR INTERLOCK SWITCH 15A, SPDT		22	1	C1077770	NEWARK	23F2161	\$66.78	100	\$66.78
82	SWITCH-KEYED SELECTOR, 1 NO CONTACT, SPRING RETURN TO LEFT POSITION		2	1	C1083195	ALLEN-BRADLEY	800T-H48D1	\$99.32	30	\$99.32
83	SWITCH-LIMIT ENCLOSURE		6	1	C1015826	MICRO SWITCH	3PA1	\$39.34	14	\$39.34
84	SWITCH-LIMIT OPERATING, LEVER, 8 1/2" WHIP		2	1	C1018955	ALLEN-BRADLEY	802T-W3B	\$20.74	100	\$20.74
85	SWITCH-LIMIT ROLLER LEVER		6	1	C1020742	MICRO SWITCH	BZ-2RW82299-A2	\$31.32	21	\$31.32
86	SWITCH-MANUAL PROTECTOR 1.6-2.5, 1 HP		29	1	C1075659	ALLEN-BRADLEY	140M-C2E-B25	\$151.64	100	\$151.64
87	SWITCH-MANUAL PROTECTOR 2.5-4.0 A, 2 HP		98	1	C1075660	ALLEN-BRADLEY	140M-C2E-B40	\$151.64	100	\$151.64
88	SWITCH-MANUAL PROTECTOR 6.3, 10A - 5 HP		15	1	C1075820	ALLEN-BRADLEY	140M-C2E-C10	\$151.64	100	\$151.64
89	SWITCH-MANUAL PROTECTOR, 4.0-6.3 A, 3 HP		30	1	C1075661	ALLEN-BRADLEY	140M-C2E-B63	\$151.64	100	\$151.64
#REF!	SWITCH-PUSHBUTTON ILLUMINATED, RED, PUSH-PULL, 1 NO 1 NC, MAINTAINED CONTACT		246	1	C1036739	ALLEN-BRADLEY	800T-FXP16RA1	\$131.90	21	\$131.90
#REF!	SWITCH-PUSHBUTTON MOMENTARY CONTACT, GREEN FLUSH HEAD, 2 NO 2 NC CONTACTS		144	1	C1013590	ALLEN-BRADLEY	800T-A1B	\$68.44	14	\$68.44
#REF!	SWITCH-PUSHBUTTON MOMENTARY FLUSH HEAD YELLOW		24	1	C1039297	ALLEN BRADLEY	800T-A9D1	\$33.00	14	\$33.00

As Of: July 6, 2007
Prices are in USD



Exhibit "F"
Contract Spares (100k) Provided by Jervis Webb

Item No.	Nomenclature	System Location	System Qty	Contract Spares	Webb Reference No.	Manufacturer	Manufacturer/ Part No.	WEBB Purchase Price	Lead Time (D)	Contract Spares (100k)
										\$99,767.72
#REF!	SWITCH-PUSHBUTTON MOMENTARY, NEMA 4/13, BLACK FLUSH HEAD, 1 NO CONTACT		38	1	C1019847	ALLEN-BRADLEY	800T-A2D1	\$33.00	18	\$33.00
#REF!	SWITCH-SELECTOR 2 POS		8	1	C1007105	ALLEN-BRADLEY	800T-H2A	\$52.80	18	\$52.80
#REF!	SWITCH-SELECTOR 2 POSITION, SWITCH-SELECTOR 2 POSITION		19	1	C1007714	ALLEN-BRADLEY	800T-H2D1	\$40.94	18	\$40.94
#REF!	SWITCH-SELECTOR PADLOCKING ATTACHMENT		244	1	C1039294	ALLEN-BRADLEY	800T-N314	\$23.26	14	\$23.26
#REF!	TRANSFORMER-CONTROL 3 KVA		4	1	C1062037	HEVI-DUTY	HS5F3AS	\$429.66	110	\$429.66
										\$99,767.72

Exhibit G
Duties of RIAC

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

- Separate reasonable and secure workspaces for the Operator Personnel plus an adequate parts storage and workshop facility.
- A responsible onsite representative of RIAC which shall be reasonably available during Operator's performance of the Services.
- RIAC will provide access to data gathered pertaining to the System, its error logs, and other critical reporting tools.
- Subject to availability and any required approval of the RIAC will provide at least one (1) parking space, at no charge, in reasonable proximity to the job site. Additional parking will be available at a reduced rate in the Airport's long-term parking lot (Lot E.)
- RIAC will provide to Operator for its use the laptop computer originally provided to RIAC by the BHS manufacturer.
- RIAC will be responsible for all utility costs related to the System, including electric, phone, and HVAC; provided, however, that Operator shall use its best efforts to conserve electric and HVAC usage.
- If deemed necessary by both Parties, RIAC shall supply laborers and personnel capable of assisting Operator in moving bags. RIAC 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 RIAC.

Exhibit H
Reports and Meetings

1. Reports

Operator will provide to RIAC's Assistance Vice President – Building Maintenance periodic operations, maintenance and system status reports including but not exclusive of the following.

1. **Incident Report** to be submitted via email distribution within twenty-four (24) hours of incident for any BHS-related event causing notable disruption to RIAC'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 with system and operational performance statistics and trend information.

The Operator BHS Manager and the appropriate company representative of RIAC 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

Regularly scheduled conference call and in person meetings will be held jointly between RIAC and Operator.

RIAC 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.
12. Parts inventory and consumables updates.

At the conclusion of each conference call or meeting, Operator will generate and update within 48 hours an action item list to be distributed and tracked between RIAC and Operator.

Exhibit I System and Services

The Scope of Work shall include, but not be limited to, operating and maintaining the new outbound passenger in-line EDS baggage handling system and baggage control room, and may include the following:

System Operation

- Develop and provide the appropriate documentation and training to support all contracted operational facets of the System;
- Operate the baggage control room to monitor and track system performance and coordinate planned system usage with baggage handling demand; dispatch for maintenance and/or bag jam retrieval, and coordinate as appropriate with all stakeholders.
- Operate the system in such a manner as to achieve maximum throughput rates, sortation accuracy, tracking accuracy, read rates, and system availability;
- Conduct periodic system performance reviews and, if necessary, propose changes that may improve overall system performance;
- Provide the appropriate corrective measures in reaction to system faults, failures or other situations where human intervention is required to sustain system performance;
- Analyze and assess System performance through report and information analysis;
- Coordinate plans and activities between all parties as necessary to address operational and systemic requirements for operating the System;

System Maintenance and Documentation

- Develop and provide the appropriate schedules, documentation and training to support all contracted maintenance of the System;
- Inspect and note suspected and malfunctioning System components for the necessary maintenance activity;
- Conduct preventative maintenance on System based on a Reliability Centered Maintenance concept, the Preventative Maintenance Schedule, Original Equipment Manufacturers' (OEMs) recommended maintenance instructions and System performance considerations;
- 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. RIAC will be credited when appropriate and/or billed for the parts and services rendered;
- Conduct periodic reviews of maintenance procedures and, if necessary, propose changes that may improve overall system performance;
- Track and record all maintenance and warranty information requirements in a Computerized Maintenance Management System.
- Serve as primary coordination point for all system repair work and coordinate plans and activities between all parties as necessary to address operational and systemic requirements for maintaining the System;

Management and Administration

- Supervision and scheduling of all contracted resources in all aspects of the responsibilities and staffing levels;
- Communications, coordinating and reporting between RIAC, the air carriers, TSA and other interested parties to minimize impact to day-to-day and irregular airport operations;
- Coordinate with RIAC in the assessment and restocking of parts and consumables inventories;
- Coordination with RIAC in the ongoing assessment of the services and staff.

SYSTEM INITIATION PLAN

AIRPORT BAGGAGE HANDLING SYSTEM RESIDENT OPERATION AND MAINTENANCE PROGRAM AGREEMENT

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Management

On-Site Offices and Business Systems

Linc has established on-site offices with all required business systems.

Computerized Maintenance Management System

Maximo is the computerized maintenance management system (CMMS) selected for Operations and Maintenance of the in-line baggage handling system at T.F. Green Airport and has already been deployed by Linc Facility Services Client Services.

Maximo will be used to track all billable work performed by hourly employees that is covered under the airport baggage handling system resident operation and maintenance program agreement.

Including but not limited to:

- Preventative Maintenance
- Corrective Maintenance
- Emergency Maintenance
- Planned Maintenance
- Project Work
- All employee orientation and training
- Operational tasks

Internet connectivity is required to operate Maximo and has already been deployed.

Portal Technology

As regular documents and reports are developed they will be released through The Linc Group portal. Access controls and user levels will be implemented as determined by Linc and RIAC.

Knowledge Wire Training

Knowledge Wire by Kaplan is an interactive web based safety training platform utilized by Linc to provide the class room component to the site safety plan. This system has already been deployed and is currently being utilized. Courses are assigned and completed monthly.

Control Room

The Control Room will function as a single point of contact for all operations and maintenance issues. Control Room Operators will perform data entry within the CMMS, take tenant/RIAC requests, communicate with stakeholders, dispatch technicians, prepare system reports, and enact contingency plans.

Reports and KPIs

Weekly baggage handling system reports have been developed. As additional statistics and tracking measures are needed they will be tracked and trended provided that the baggage handling system software or Maximo CMMS supports such statistical tracking.

Incident Reports

Detailed incident reports will be made available for any major system event at the close of the following business day or when all follow up investigations are complete. Incident reports will include:

- Location and equipment effected
- A time line of events and actions taken
- Contributing factors
- Airline Impact
- Suggested preventative actions
- Conclusions

Management, Administrative, and Supervisory Team

The on-site Management, Administrative, and Supervisory Team will consist of one Facility Manger and two Supervisors. The general duties of these positions are described in Exhibit A of the baggage handling system resident operation and maintenance program agreement. Any additional duties are listed in this document and are not intended to be an exhaustive list.

Communication Plan

Control Room Telephone

The Control Room Telephone will be the preferred and primary method of contact for RIAC and stakeholder operational and maintenance related requests. This number will be available 24 hours per day 365 days per year. The telephone system required to support these functions has already been deployed.

Two-way radios

Airlines can elect to leave 1 two-way radio in the BHS Control Room to establish two-way radio contact.

Electronic Communication

Communication with the Linc Facility Services will also be possible electronically via E-Mail.

As additional email Addresses are established the communications list will be updated and transmitted to a designated RIAC representative.

Communication List

Telephone Numbers

Control Room Main Number	(401) 732-3793
On-Site Management Office	(401) 739-1870
On-Site Fax	(401) 739-1970
On-Site Cell Phone	(401) 525-8103

Email Address

Brian LaMattina, Facility Manager	brian.lamattina@lincfs.com
Daniel Burbul, Supervisor	daniel.burbul@lincfs.com

Operation Plan

Normal Operation

Normal Operational Protocol is to be determined by committee consisting of Linc, RIAC, and related stakeholders to ensure that everyone's needs are being met. Regular meetings have already begun to develop these procedures and protocol.

Under the current plan Linc will position teams consisting of one maintenance technician and one apprentice in the north and south bag rooms during the hours of operation. Personnel will be dispatched by radio to quickly respond to baggage jams in their respective bag rooms and supply the ticket counters with bins while performing PM, safety, and inventory inspections and checks in between. In the event that the response time is greater than 5 minutes a full report explaining the circumstance will be available upon request in the BHS Control room.

Contingency Operation

Contingency Operational Protocol is to be determined by committee consisting of Linc, RIAC, and related stakeholders to ensure that everyone's needs are being met. Regular meetings have already begun to develop these procedures and protocol.

During a failure Linc will co-ordinate between all airport stakeholders, enact fallback operation plans, increase staffing, provide the quickest possible repair, and co-ordinate the staging and reroute of baggage flow.

Post failure Linc will provide detailed analysis along with recommendations utilizing on-site and regional expertise to prevent or minimize recurrence.

Operational Requests

Any operational requests to should be made by RIAC or stakeholder only to the Linc Facility Services Control Room; these requests will be generated, prioritized, and dispatched accordingly.

Spare Parts Inventory and Consumables

RIAC Owned Spare Parts Inventory

Linc has made a recommendation to RIAC for the 100k of system spares owed to RIAC from Webb. Once this inventory is on site it will be used as needed and will be considered the initial spare parts inventory.

It is recommended that RIAC Owned Spares be stored in a separate store room.

Linc Owned Spare Parts Inventory

Any supplemental inventory in addition to or that is required to replenish the RIAC owned inventory will be procured, consigned, or otherwise committed by/to Linc to be billed to RIAC after it is installed. These items must be inventoried separately and stored in a secured location.

After installation ownership will be transferred to RIAC and RIAC will be billed accordingly.

Rebuilt/Refurbished Spare Parts Inventory

When possible Linc may rebuild or refurbish spare parts for use in the system provided it does not void or otherwise limit the system warranty provided by Jervis Webb. The labor to refurbish these items will be billed immediately and the cost of repair parts will be billed when the items are installed. These items must be inventoried separately and stored in a secured location.

After installation ownership will be transferred to RIAC and RIAC will be billed accordingly.

Consumables

Consumables will be procured by Linc and billed to RIAC when used. In the event that the item is sold in a bulk or package quantity RIAC will be billed for the entire bulk or package quantity when use has begun.

Before use these items are part of the Linc Owned Spare Parts Inventory. After use ownership will be transferred to RIAC and RIAC will be billed accordingly.

Inventory Management

Maximo will be used to track spare parts usage through detail provided by technicians from work orders. This will be the means to track current inventories, trigger the re-order of spares, and document to RIAC the installation of spare parts.

Due to the complex nature of managing multiple inventories owned by different parties including the transfer of ownership of certain items; item usage, physical counts and inventories will be reconciled on a regular basis.

Spare Parts and Consumables Billing

RIAC will be billed according to the original invoiced price of all spare parts and consumables including all applicable sales taxes and shipping costs.

System Maintenance

All Systems Maintenance will be performed to established manufactures specifications to preserve system reliability, associated OEM warranties, and demonstrated system performance.

Three sets of Prints, OEM videos and OEM manuals for both new and existing equipment need to be turned over to Linc to perform the maintenance required in this agreement.

Existing Equipment

Existing conveyor equipment will be maintained to the established manufactures specifications.

Major initial corrective repairs to existing must be authorized in writing as unexpected costs will be incurred. After initial corrective repairs are complete no major additional costs are expected.

Preventative Maintenance

Preventative Maintenance (PM) will be performed as per the original equipment manufacturers specifications. The Preventative Maintenance Schedule will be tracked by Maximo and scheduled by on-site management and supervision.

Corrective Maintenance

Corrective Maintenance (CM) found during PM inspection will be assessed for urgency by on-site staff and either performed immediately or planned for a later date.

Reactive Maintenance

Reactive Maintenance (RM) will be performed on reactionary or minor maintenance items by on site staff.

Emergency Maintenance

In the event of a system failure, Emergency Maintenance (EM) will be performed to restore system functionality as quickly as possible.

Planned Maintenance

Non-critical maintenance issues will be considered Planned Maintenance (PL). Planned Maintenance will be scheduled to minimize service disruption.

Planning and Control

Internal Planning and Control meetings will be held by the Linc management, administrative, and supervision team to:

- Track the progress of open preventative maintenance work orders
- Assign and schedule future preventative and planned maintenance work orders
- Review completed work orders and system performance statistics
- Review inventory levels and spare parts usage

Maintenance Requests

Any requests to inspect a piece of conveyor equipment to investigate noise or malfunction should be made by RIAC or stakeholder only to the Linc Facility Services Control Room or on-site management. Work Orders for tenant requests will be generated, prioritized, and dispatched accordingly.

Training Plan

Cross Training

Whenever possible, Linc will cross-train its employees to perform a wide variety of functions adding to the overall flexibility to the site. This process has already begun with the current staff on-site.

Safety

Linc has already deployed a comprehensive interactive safety training program. (Knowledgewire) Employees are assigned all critical safety courses upon hire to be completed within 30 days. Each month 4 additional courses are assigned to each employee.

System Operation

Linc has already begun training airlines on proper system usage and will continue to do so indefinitely.

Airline representatives requesting training should contact the on-site management office to schedule a class.

Maintenance Shop & Store Room

The initial allotment of space assigned to Linc has been developed into a maintenance shop and storage area.



Brian LaMattina, Facility Manager
2000 Post Road STE 7, Warwick, RI 02886
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BETH

PVI

[Signature] 4/12/10

May 12, 2009

Mr. Alan Andrade
Vice President – Operations & Maintenance
Rhode Island Airport Corporation
T.F. Green Airport
Warwick, Rhode Island

Re: Budget for FY 2009 to 2010 Revision 3 – RIAC requested revision

Dear Alan,

Pursuant to our discussions, I revised the budget to include your requested revisions. Per your direction, Linc has instituted several cost saving measures, in order, to reduce the overall operations and maintenance cost. Linc strongly recommends against these measures as this will effectively short staff the system and will increase the risk profile for maintenance and operations of the baggage handling system, RIAC, and the airlines serving T.F. Green Airport significantly.

The budget reduction measures which you requested are as follows:

1. Full Time Apprentice Staff Eliminated
2. Supervisor Position re-classified as a Control Room Operator thereby lowering salary range.
3. PLC Technician Premium Coverage eliminated; 24/7 coverage is no longer available.
4. Regular Time Labor reduced by 17% by incorporating Items No. 1 & 2
5. Vacation/Sick/Personal Coverage reduced 31% by eliminating a portion of the coverage requirements and incorporating Item No. 1.

Estimated Total Cost Reduction: \$285,806

Furthermore, as we discussed, there are risks and some required changes to the contract involved when these changes are implemented. Outlined below are said risks for your review and approval prior to proceeding.

Risks/Changes:

1. Maintenance Performance

The risks and changes are as follows:

- A. Due to staff reductions and lack of available resources, RIAC will incur overtime emergency costs in situations that would not normally be considered emergency situations.
- B. As the baggage handling systems age the level of maintenance required to ensure that the system is reliable and to keep system performance in line with TSA requirements will increase. There is no provision for this naturally occurring and expected increase in this revised budget. Due to staff reductions, a back log of maintenance will begin to build. This will affect system performance, maintenance performance, and RIAC will incur additional cost in the form of overtime and/or subcontracted services to address immediate needs.
- C. Due to staff reductions, far less resources will be available to operate the system. An increase in operational issues will directly reduce available maintenance hours. This will effect maintenance completion percentages and cause RIAC to incur additional cost in the form of overtime and/or subcontracted services to address immediate needs.
- D. Elimination of 24 hour PLC Technician Coverage – 8 hours of coverage during the work week on the evening shift will be eliminated. RIAC may incur additional cost in the form of overtime and/or subcontracted services to address immediate needs.
- E. Article 3.4.2, Emergency Communications, requirement of a (1) hour response time must be discussed and modified by both parties. Also, Exhibit A and Exhibit B will need to be discussed and modified.



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2. Operational Performance

The enclosed revised budget only provides resources to operate the control room and perform critical operational functions at a reduced capacity for the current airport passenger load. There is no provision for any increase in operational function or passenger load, in this budget. The risks and changes are as follows:

- A. Increased Passenger Load – The revised budget is designed around the present day passenger volumes. The model is simply not capable of operating at an increased passenger volume and must be reconsidered immediately upon signs of a passenger volume increase (IE: historic summer passenger load).
- B. Operational Function Changes – The budget is designed around a specific set of operational responsibilities. The responsibilities are as follows:
 - I. Operate the BHS Control Room
 - II. Respond to and resolve BHS fault conditions
 - III. Transport bins to the ticket counter
- C. Response Time Average for System Faults and Failures, Exhibit C, Item No. 6. – Due to the size of the staffing reduction, it is very difficult to gauge the expected performance under the new staffing model. Contract language change must be addressed.
- D. Due to the reduction of Apprentice personnel, Oversize Bag Transportation/Baggage Reintroduction assistance will no longer be possible.
- E. Linc will be able to continue to transport bins to the ticket counters, however, during certain periods of the day there may be significant delay in transport due to the reduction in personnel.
- F. Linc will provide coordination and baggage relocation support to the ticket counter, when possible, with the expectation of possibly only (1) employee being available for support or no support at all due to unavailability of staff. Article 3.4.2, On-call / Emergency Communications, will be affected, with the staff reductions; there may be instances where Linc may not be able to provide employees, in those instances, there has to be a mutual understanding and approval, that the response time listed may not be adhered to. Contract language must be modified by both parties.

3. Customer Service

- A. Due to the expected increase in response times, RIAC should expect to incur more airline complaints.
- B. Induction audits will no longer be performed as the resources required to perform them will no longer be available.
- C. Induction training will be performed on an as needed basis only.
- D. The completion of Airline information requests will be delayed due to the reduction of resources.
- E. Sortation accuracy tests will be performed on a quarterly basis rather than a monthly basis. This will create a delay in identifying certain Sortation issues.

4. Budget Overage – Excluded Operating Expenses, Article 1 Section 1.1.5 (x) of the Baggage Handling System Resident Operation and Maintenance Program Agreement

- A. Currently: Linc assumes the risk for all costs exceeding an approved budget unless such an expense has been authorized by RIAC
- B. Required Change: Delete said section under Article 1, and place said language, under Article 1.1.10, Operating Expenses. Our intent with this change is to allow for RIAC's decision to make changes to operational management and budget, in light of the cost saving measures, without causing Linc to assume undue risk.

5. Partial Elimination of Vacation/Sick/Personal/Emergency Coverage

- A. 100% coverage for Vacation and Sick time coverage will no longer be available. While, LFS will schedule this appropriately, there will be an impact to operations and maintenance response times.
- B. Requested Change: Article 3.4.2, Emergency Communications, requirement of a (1) hour response time must be discussed by both parties. Also, Exhibit A and Exhibit B will need to be modified.

6. Given the requested staff reductions, Exhibit A and B in the contract must be modified to reflect said changes.

7. Exhibit E, in the contract, must also be modified to reflect said budget changes.



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8. Exhibit I, System Operation, Bullet 5, in the contract, must be discussed by both parties. Given the requested staff reductions, there will be an impact to this language that places undue risk on Linc.
9. Article 1.1.6, Goods, "Spare parts and consumables maintained by the Operator in the Operator Inventory shall not be deemed Goods until actually installed, used or consumed in the System." Contract language must be discussed and modified by both parties.

As your partner, Linc will continue to be innovative, in this cost saving effort. I look forward to discussing the points raised above, and implementing said changes.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian LaMattina". The signature is fluid and cursive, written over a light grey circular stamp or watermark.

Brian LaMattina
Facility Manger

CC: John Lucero, Vice President – Northeast Operations, LFS

LINC FACILITY SERVICES, I.F. GREEN AIRPORT BUDGET REVISION - FY2010 (OPTION R3A)

REGULAR LABOR	4		5		4		5		4		5		4		5		4		5		PCT
	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	
Facility Manager	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Asst Facility Manager	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Supervisor	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	-1.0
Control Room Operator/Lead	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	1.0
PLC Technician	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	0.0
Conveyor Mechanic	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	0.0
Apprentice Mechanic (FT)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	-5.0
Apprentice Mechanic (Temp/PT)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total FTEs	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	-5.0
Hours	2580	3200	2560	3200	2560	3200	2560	3200	2560	3200	2560	3200	2560	3200	2560	3200	2560	3200	2560	3200	-10600.0
Total Regular Labor Cost	89,765	112,206	89,765	112,206	89,765	112,206	89,765	112,206	89,765	112,206	89,765	112,206	89,765	112,206	89,765	112,206	89,765	112,206	89,765	112,206	-243,691

Control Room Operator/Lead	4		5		4		5		4		5		4		5		4		5		PCT
	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	
PLC Technician	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	0.0
Conveyor Mechanic	85	85	85	85	85	85	85	85	85	85	85	85	85	85	85	85	85	85	85	85	208.0
Apprentice Mechanic	47.7	47.7	47.7	47.7	47.7	47.7	47.7	47.7	47.7	47.7	47.7	47.7	47.7	47.7	47.7	47.7	47.7	47.7	47.7	47.7	0.0
PLC Technician OVT for 24hr Cov	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
Total Premium Hours	294.7	150.7	294.7	150.7	294.7	150.7	294.7	150.7	150.7	150.7	294.7	150.7	294.7	150.7	294.7	150.7	294.7	150.7	294.7	150.7	-832.0
Total Premium Cost	13,963	7,139	13,963	7,139	13,963	7,139	13,963	7,139	7,139	7,139	13,963	7,139	13,963	7,139	13,963	7,139	13,963	7,139	13,963	7,139	-57,577

Holidays	4		5		4		5		4		5		4		5		4		5		PCT
	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	
Holiday Pay	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	0.0
Vacation Coverage	85	85	85	85	85	85	85	85	85	85	85	85	85	85	85	85	85	85	85	85	-72.0
Sick Coverage	47.7	47.7	47.7	47.7	47.7	47.7	47.7	47.7	47.7	47.7	47.7	47.7	47.7	47.7	47.7	47.7	47.7	47.7	47.7	47.7	-420.0
Personal Day Coverage	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	-292.0
PLC Technician OVT for 24hr Cov	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
Total Premium Hours	294.7	150.7	294.7	150.7	294.7	150.7	294.7	150.7	150.7	150.7	294.7	150.7	294.7	150.7	294.7	150.7	294.7	150.7	294.7	150.7	-832.0
Total Premium Cost	13,963	7,139	13,963	7,139	13,963	7,139	13,963	7,139	7,139	7,139	13,963	7,139	13,963	7,139	13,963	7,139	13,963	7,139	13,963	7,139	-37.0

Regular	4		5		4		5		4		5		4		5		4		5		PCT
	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	
Premium	89,765	112,206	89,765	112,206	89,765	112,206	89,765	112,206	89,765	112,206	89,765	112,206	89,765	112,206	89,765	112,206	89,765	112,206	89,765	112,206	-243,691
Total	103,728	119,345	103,728	119,345	103,728	119,345	103,728	119,345	103,728	119,345	103,728	119,345	103,728	119,345	103,728	119,345	103,728	119,345	103,728	119,345	-31.0

Admin and Employee Expenses	4		5		4		5		4		5		4		5		4		5		PCT
	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	
Uniforms	620	775	620	775	620	775	620	775	620	775	620	775	620	775	620	775	620	775	620	775	0
Safety Supplies	196	245	196	245	196	245	196	245	196	245	196	245	196	245	196	245	196	245	196	245	0
Office Supplies	415	519	415	519	415	519	415	519	415	519	415	519	415	519	415	519	415	519	415	519	3,979
Recruiting & Training	422	527	422	527	422	527	422	527	422	527	422	527	422	527	422	527	422	527	422	527	0
Utilities Support	180	225	180	225	180	225	180	225	180	225	180	225	180	225	180	225	180	225	180	225	0
Cell Phone Service	423	423	423	423	423	423	423	423	423	423	423	423	423	423	423	423	423	423	423	423	0
Telephone Service	98	122	98	122	98	122	98	122	98	122	98	122	98	122	98	122	98	122	98	122	0
Employee Parking	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	0
Performance Bond	1,890	1,890	1,890	1,890	1,890	1,890	1,890	1,890	1,890	1,890	1,890	1,890	1,890	1,890	1,890	1,890	1,890	1,890	1,890	1,890	-216
Total	2,954	3,437	2,954	3,437	2,954	3,437	2,954	3,437	2,954	3,437	2,954	3,437	2,954	3,437	2,954	3,437	2,954	3,437	2,954	3,437	-2,554

Sub-Contracts	4		5		4		5		4		5		4		5		4		5		PCT
	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	
OEM BHS Support	153	153	153	153	153	153	153	153	153	153	153	153	153	153	153	153	153	153	153	153	16
Electrical Support	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000
Total	1,653	1,653	1,653	1,653	1,653	1,653	1,653	1,653	1,653	1,653	1,653	1,653	1,653	1,653	1,653	1,653	1,653	1,653	1,653	1,653	18,016

Tools, Equipment, and Materials	4		5		4		5		4		5		4		5		4		5		PCT
	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	
Shop Tool Replacement	198	247	198	247	198	247	198	247	198	247	198	247	198	247	198	247	198	247	198	247	0
Site Vehicle	829	829	829	829	829	829	829	829	829	829	829	829	829	829	829	829	829	829	829	829	0
Equipment Rentals	65	82	65	82	65	82	65	82	65	82	65	82	65	82	65	82	65	82	65	82	0
Expendables	147	184	147	184	147	184	147	184	147	184	147	184	147	184	147	184	147	184	147	184	0
Materials	10,058	12,573	10,058	12,573	10,058	12,573	10,058	12,573	10,058	12,573	10,058	12,573	10,058	12,573	10,058	12,573	10,058	12,573	10,058	12,573	0
Total	11,298	13,915	11,298	13,915	11																

OPTION R3A - HOURLY SHIFT SCHEDULE

<u>Control Room</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
CRO1	0300-1330	0300-1330	0300-1330	0300-1330			
CRO2				0300-1330	0300-1330	0300-1330	0300-1330
CRO3	1300-2330	1300-2330	1300-2330	1300-2330			
CRO4				1300-2330	1300-2330	1300-2330	1300-2330
<u>Conveyor Mechanics</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
LMEC/CRO5	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530 (FLEX DAY)		
MEC1	1500-2330	1500-2330			0700-1530	0700-1530	0700-1530
MEC2			1500-2330	1500-2330	1500-2330	1500-2330	1500-2330
MEC3	2300-0730	2300-0730	2300-0730	2300-0730	2300-0730		
MEC4			2300-0730	2300-0730	2300-0730	2300-0730	2300-0730
MEC5	2300-0730	2300-0730			2300-0730	2300-0730	2300-0730
<u>PLC Technicians</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
PLC1	0700-1930	0700-1930	0700-1930	0700-1100			
PLC2				1100-1500	0700-1930	0700-1930	0700-1930
PLC3	1900-0730	1900-0730	1900-0730	1500-1900			
PLC4					0300-0700 & 1900-0730	1900-0730	1900-0730



Fiscal Year: FY2010
From: 7/1/2009 through 6/30/2010

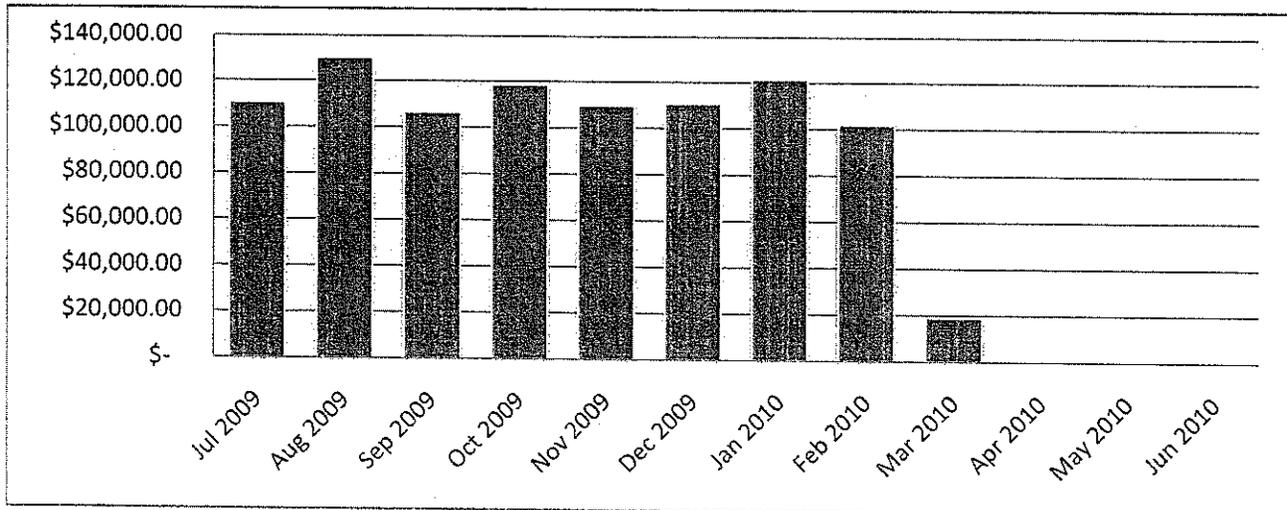
Invoice Period: February 2010
Fiscal Year Period: 8

In-Scope Services

	FY10 Budget	Current Period	YTD Actual	Budget VS YTD Actual
Labor				
Regular Full Time	\$ 1,189,384	\$ 81,860	\$ 720,204	\$ 469,180
Overtime	\$ 126,613	\$ 4,139	\$ 56,626	\$ 69,987
Tools and Equipment				
Shop Tool Replacement	\$ 1,572	\$ 26	\$ 26	\$ 1,546
Site Vehicle	\$ 9,951	\$ 698	\$ 5,738	\$ 4,213
Equipment Rental (1 Allowance)	\$ -	\$ -	\$ 329	\$ (329)
Uniforms & Safety Supplies				
Uniforms	\$ 6,047	\$ 407	\$ 3,638	\$ 2,409
Safety Supplies	\$ 1,546	\$ 127	\$ 1,007	\$ 539
Office Services, Supplies & Consumables	\$ 5,000	\$ 62	\$ 1,874	\$ 3,126
Recruiting & Training	\$ 4,485	\$ 20	\$ 792	\$ 3,693
Travel	\$ -	\$ -	\$ -	\$ -
Materials & Expendables	\$ 81,909	\$ 3,332	\$ 31,523	\$ 50,386
CMMS Support (Maximo)	\$ 2,340	\$ 195	\$ 1,560	\$ 780
Communications	\$ 6,349	\$ 195	\$ 3,092	\$ 3,257
Employee Parking	\$ 7,416	\$ 1,050	\$ 5,040	\$ 2,376
Sub-contracts				
Powercomm Systems	\$ 18,000	\$ -	\$ -	\$ 18,000
Jervis B Webb	\$ 18,532	\$ -	\$ -	\$ 18,532
Management Fee	\$ 119,279	\$ 9,940	\$ 89,459	\$ 29,820
Total	\$ 1,598,423	\$ 102,051	\$ 920,910	\$ 677,513

Tracked Variances

	FY10 Budget	Current Period	YTD Actual	Budget VS YTD Actual
Apprentice Demobilization (July 2009)	\$ -	\$ 11,605	\$ 11,605	\$ (11,605)
Apprentice Demobilization (August 2009)	\$ -	\$ 5,907	\$ 5,907	\$ (5,907)
Total	\$ -	\$ 17,512	\$ 17,512	\$ (17,512)



1. Labor Costs:

Position	No. Positions	Annual Salary	Hourly Wage	Annual Labor Hours 1 FT yr = 2,080 hrs	Burden % *	Annual Labor Costs w/Burden
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Management / Admin Personnel

Facility Manager	1.00	\$ 89,479	\$ 43.02	2080	34.12%	\$120,009
Admin	0.00	\$ 36,565	\$ 17.58	2080	49.12%	\$0

First Shift

Conveyor Mechanic	2.00	\$ 49,916	\$ 24.00	2080	42.56%	\$142,322
Control Room Operator	1.75	\$ 49,916	\$ 24.00	2080	42.56%	\$124,532
Apprentice/Jammer	3.00	\$ 28,756	\$ 13.82	2080	55.79%	\$134,393

Second Shift

Conveyor Mechanic	2.00	\$ 50,578	\$ 24.32	2080	42.33%	\$143,972
Control Room Operator	1.75	\$ 50,578	\$ 24.32	2080	42.33%	\$125,975
Apprentice/Jammer	2.00	\$ 29,418	\$ 14.14	2080	55.09%	\$91,245

Third Shift

Conveyor Mechanic	2.00	\$ 50,909	\$ 24.48	2080	42.21%	\$144,797
Control Room Operator	1.50	\$ 50,909	\$ 24.48	2080	42.21%	\$108,598
Apprentice/Jammer	0.00	\$ 29,749	\$ 14.30	2080	54.75%	\$0

24 hour PLC Technician Coverage **

PLC Technician (Day)	2.00	\$ 52,220	\$ 26.43	1976	40.91%	\$147,166
PLC Technician (Night)	2.00	\$ 52,849	\$ 26.75	1976	41.98%	\$150,067
Scheduled PLC Technician Overtime for 24 hour Coverage				832		\$38,917

** PLC Technician - 24 hour coverage in 12 hour shifts

Premium Overtime Coverage for Holidays, Vacation Days and Sick Days				3440		\$145,273
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* Burden % should include all staff taxes, insurance, fringe, other indirect labor costs

Total Labor Costs (First 12 months of fully staffed service)

\$1,617,266

2. Other Costs for Service (Annual):

Tools and Equipment		\$ 13,372
Shop Tool Replacement	\$ 2,571.62	
Site Vehicle	\$ 9,951.45	
Lease Cost	\$ 7,868.27	
Maint. & Gas	\$ 1,363.26	
Insurance	\$ 719.93	
Equipment Rental (1 Allowance)	\$ 848.72	
Uniforms & Safety Supplies		\$ 10,609
Uniforms	\$ 8,062.84	
Safety Supplies	\$ 2,546.16	
Office Services, Supplies & Consumables		\$ 1,421
Recruiting & Training		\$ 5,485
Travel		\$ -
Materials & Expendables		\$ 132,667
Expendables	\$ 1,909.62	
Materials	\$ 130,757.47	
Bin Replacement	\$ -	
Existing Conveyor Refurbishing	\$ -	

CMMS Support (Maximo)		\$ 2,340
Communications (cell phone service & radio replacement)		\$ 6,349
Cell Phone Service	\$	5,076.41
Telephone Service	\$	1,273.08
Employee Parking		\$ 7,416
Capital Projects		\$ 30,000
480/220 Shop Installation		
Lighting North & South Resolution Rooms (Safety Issue)		
Lighting TC6 (Safety Issue)		
OEM BHS Support		\$ 18,516
Jervis B Webb Remote Access Internet (OEM BHS Support)	\$	916.49
Jervis B Webb Support Contract	\$	17,600.00

Total Other Costs for Service (Annual): \$228,176

TOTAL ANNUAL COSTS	\$1,874,442
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5. Profit: Management Fee (Year 2) \$119,279

TOTAL COSTS WITH PROFIT	\$1,993,721
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7. Bonds	Surety Bond	\$0
	Fidelity Bond	\$29,000