

EXAMPLE

EXHIBIT A

**FIVE YEAR EXTENDED
PREVENTATIVE AND ROUTINE
MAINTENANCE SERVICE
AGREEMENT
(SERVICE AGREEMENT)
SPECIFICATIONS**

FOR

**ELEVATORS, ESCALATORS, and MOVING
WALKS**

AT THE

LOS ANGELES INTERNATIONAL AIRPORT

IN

**THE CITY OF LOS ANGELES,
CALIFORNIA**



GENERAL CONDITIONS

GC-1. SCOPE OF WORK

- 1.01 The Contractor agrees to furnish all labor, materials and equipment in strict compliance with the Work requirements, conditions and specifications identified in the Contract Documents.
- 1.02 It is expressly understood and agreed that the Contractor shall perform all incidental work required to fulfill the requirements of the Contract Documents. All such incidental work shall not be considered Change or Extra Work for which additional compensation can be claimed by the Contractor.

GC-2. NOT USED AUTHORIZED REPRESENTATIVE OF THE CITY The Engineer and/or Director of Maintenance, represents LAWA, the City, the Board and the Executive Director within the limits of the City Charter and the administrative requirements of both the City on all matters relating to this Service Agreement.

- 3.01 The Engineer and/or Director of Maintenance or designated representative has the final authority in all matters affecting the Work and the authority to enforce compliance with the Service Agreement. The Contractor shall promptly comply with the instructions of The Engineer and/or Director of Maintenance or its authorized representative.

GC-4. INSURANCE

4.01 Contractor shall procure at its expense, and keep in effect at all times during the term of this Service Agreement the following types and amounts of insurance:

COVERAGE TYPE	POLICY LIMITS
A. Worker’s Compensation	<u>Statutory</u>
B. Automobile Liability including	<u>\$10 Million Combined Single Limit (“CSL”)</u>
i. Any Auto	
ii. Hired Autos	
iii. Non-owned Autos)	
C. Aviation/Airport Liability	<u>\$10 Million CSL</u>
OR	
Commercial General Liability	<u>\$10 Million CSL</u>
(including the following coverages:	
i. Premises and Operations	
ii. Contractual Liability (Blanket/Schedule)	
iii. Independent Contractors	
iv. Personal Injury	
v. Products/Completed Operations)	
vi. Explosion, Collapse & Underground	
vii. Broad Form Property Damage	



- D. Professional Liability \$1 Million CSL
 - E. Employer's Liability \$1 Million CSL
- 4.02 The specified insurance (except for Workers' Compensation, Employers' Liability and Professional Liability) shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Airports, the Board, and all of its officers, employees and agents, their successors and assigns, as insureds, against the areas of risk described in Section 4.01 hereof as respects Contractor's acts or omissions arising out of the performance of this Agreement, Contractor's acts or omissions in its operations, use and occupancy of the premises hereunder or other related functions performed by or on behalf of Contractor at the Airport.
- 4.03 Waiver of Subrogation. For commercial general liability insurance, workers' compensation insurance, and employer's liability insurance, the insurer shall agree to waive all rights of subrogation against City for Losses arising from activities and operations of Contractor insured in the performance of Services under this Service Agreement.
- 4.04 Sub-Contractors. Contractor shall include all of its Sub-Contractors as insureds under its policies or shall furnish separate certificates and endorsements for each Sub-Contractor. All coverages for Sub-Contractors shall be subject to all of the requirements stated herein unless otherwise agreed to in writing by Executive Director and approved as to form by the City Attorney.
- 4.05 Each specified insurance policy (other than Workers' Compensation and Employers' Liability and Professional Liability) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made, or suit is brought, except with respect to the limits of the company's liability." Additionally, Contractor's Commercial General Liability policy ("Policy") shall provide Contractual Liability Coverage, and such insurance as is afforded by the Policy shall also apply to the tort liability of the City of Los Angeles assumed by the Contractor under this Service Agreement.
- 4.06 All such insurance shall be primary and noncontributing with any other insurance held by City's Department of Airports where liability arises out of, or results from, the acts or omissions of Contractor, its agents, employees, officers, invitees, assigns, or any person or entity acting for, or on behalf of, Contractor.
- 4.07 Such policies may provide for reasonable deductibles and/or retentions acceptable to the Executive Director, based upon the nature of Contractor's operations and the type of insurance involved.
- 4.08 City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department of Airports, its Board, and all of its officers, employees and agents, and their



agents and assigns, as additional insureds, is not intended to, and shall not; make them, or any of them, a partner or joint venturer of Contractor in its operations at the Airport.

- 4.09 In the event Contractor fails to furnish City evidence of insurance, or to maintain the insurance as required under this Section, City, upon ten (10) days' prior written notice to Contractor of its intention to do so, shall have the right to secure the required insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse City for the cost thereof, plus fifteen percent (15%) for administrative overhead.
- 4.10 At least thirty (30) days prior to the expiration date of any of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with the City. If file with City evidence that the required insurance has been reinstated, or is being provided through another insurance company or companies.
- 4.11 Contractor shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by use of City's own endorsement form(s), by broker's letter acceptable to Executive Director in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to Executive Director. The documents evidencing all specified coverages shall be filed with City prior to the Contractor performing the services hereunder. Such documents shall contain the applicable policy number(s), the inclusive dates of policy coverage(s), the insurance carrier's name(s), and they shall bear an original or electronic signature of an authorized representative of said carrier(s). Such insurance shall not be subject to cancellation, reduction in coverage or non-renewal, except after the carrier(s) and the Contractor provide written notice (by Certified Mail) to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof.
- 4.12 City and Contractor agree that the insurance policy limits specified in this Section shall be reviewed for adequacy annually throughout the term of this Service Agreement by the Executive Director, who may thereafter require Contractor to adjust the amount(s) of insurance coverage(s) to whatever amount(s) Executive Director deems to be adequate. City reserves the right to have submitted to it, upon request, all pertinent information about the agent(s) and carrier(s) providing such insurance.

GC-5. CITY HELD HARMLESS

- 5.01 To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City and any and all of City's Boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Contractor and/or Contractor's agents or employees) by reason of injury to, or death of, any person(s) (including Contractor and/or Contractor's agents or employees), or for damage to, or destruction of, any property (including property of Contractor and/or Contractor's agents or employees) or for any and all other losses alleged to arise out of, pertain to, or relate to the Contractor's and/or Sub-Contractor's performance of the Service Agreement, whether or not



contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees; Provided, however, that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from or relate to Contractor's performance of a "Construction Contract" as defined by California Civil Code section 2783, this paragraph shall not be construed to require Contractor to indemnify or hold City harmless to the extent such suits, causes of action, claims, losses, demands and expenses are caused by the City's sole negligence, willful misconduct or active negligence.

- 5.02 In addition, Contractor agrees to protect, defend, indemnify, keep and hold harmless City, including its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Contractor violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Contractor agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.
- 5.03 any such coverage is cancelled or reduced, Contractor shall, within ten (10) days of such cancellation or reduction of coverage,
- 5.04 In Contractor's defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.
- 5.05 Survival of Indemnities. The provisions of this GC-5 shall survive the termination of this Agreement.

GC-6. STANDARD OF CARE

- 6.01 Contractor's professional services rendered in the performance of this Service Agreement shall conform to the highest professional standards for said designated professional fields in the State of California.

GC-7. NOT USED

GC-8. CONTRACT BONDS

- 8.01 All provisions of Vertical Transportation General Provisions, Section 14 20 00 shall apply.
- 8.02 The Faithful Performance Bond and the Payment Bond shall each be for one hundred percent (100%) of the Service Agreement price. The Contractor shall submit both the Faithful Performance Bond and Payment Bond no less than thirty days prior to the expiration of the Warranty Period, with receipt and approval by LAWA and the City Attorney a condition of Final



Acceptance of the Procurement and Installation Contract. Both bonds shall be maintained by the Contractor in full force and effect until the Service Agreement term is complete, and until all claims for materials and labor are paid, and shall otherwise comply with Section 3248 of the Civil Code.

- 8.03 Should any bond become insufficient, the Contractor shall renew the bond within 10 days after receiving notice from The Engineer and/or Director of Maintenance.
- 8.04 The mutually agreed optional second 5-year Extended Preventative and Routine Maintenance (EPRM) Service Agreement period shall maintain all bond requirements set forth herein.

GC-9. NOT USED

GC-10. ASSIGNMENT OR TRANSFER PROHIBITED

- 10.01 Contractor shall not, in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer or encumber this Service Agreement, or any portion thereof or any interest therein, in whole or in part, without the prior written consent of the Executive Director. The names of Subcontractors or others whom Contractor intends to employ to perform services as part of the Work shall be submitted to Executive Director for prior approval.
- 10.02 For purposes of this Service Agreement, the terms “transfer” and “assign” shall include, but not be limited to, the following: (i) if Contractor is a partnership or limited liability company, the transfer of fifty percent (50%) or more of the partnership interest or membership or the dissolution of the Contractor; and, (ii) if Contractor is a corporation, any cumulative or aggregate sale, transfer, assignment, or hypothecation of fifty percent (50%) or more of the voting shares of Contractor.

GC-11. NOT USED

GC-12. NOT USED

GC-13. NOT USED

GC-14. NOT USED

GC-15. NOT USED

GC-16. NOT USED

GC-17. NOT USED

GC-18. NOT USED

GC-19. WAIVER



19.01 The waiver by City of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition.

GC-20. NOT USED

GC-21. NOT USED

GC-22. TERMINATION

22.01 If, at any time, City, for any reason, decides to terminate the Service Agreement, or any part thereof, City may: 1) require Contractor to terminate the performance of all, or a portion, of its services; and/or 2) terminate this Service Agreement, or any part thereof, upon giving Contractor a thirty (30) day written notice prior to the effective date of such termination, which date shall be specified in such notice.

22.02 In the event this Service Agreement, or any portion hereof, is terminated by the City, City shall pay Contractor as set forth in Section GC-22.03 the amount due to the Contractor for Basic Services as set forth in the Service Agreement.

22.03 City shall not be liable for the cost of work performed or expenses incurred subsequent to the date specified by City in the thirty (30) day written notice to terminate, and in no event shall any payments to be paid by City to Contractor, exceed the amount(s) specified, without the prior approval of the City, and unless this Service Agreement is first amended in writing. Any such payments shall be made by City within a reasonable time following receipt of Contractor's invoice(s) therefor.

22.04 City may, at any time, upon written order to Contractor, require Contractor to stop all, or any part, of the services called for by this Service Agreement for a period of thirty (30) days. Said thirty (30) day period shall commence on the day the written order is delivered to Contractor, and shall extend for any further period to which the parties may agree. Any such order shall be specifically identified as a "Stop Work Order" issued pursuant to this clause. Upon receipt of such an Order, Contractor shall forthwith comply with its terms. Within a period of thirty (30) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties have agreed, City shall either:

- a. Cancel the Stop Work Order; or
- b. Terminate the services as provided in the Service Agreement. If a Stop Work Order issued under this Section is canceled or expires, or the period of any extension thereof is canceled or expires, Contractor shall resume work. An equitable adjustment will thereafter be made in Contractor's time of performance, Contractor's compensation, or both, consistent with the provisions of this Service Agreement, if:



1. The Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of services pursuant to this Service Agreement; and
2. Contractor asserts a claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided, however, that City may investigate any facts relating to such claim.
If a Stop Work Order is not canceled, and the services covered by such order are terminated for the convenience of City, the reasonable costs resulting from said Stop Work Order shall be allowed.

22.05 It is understood and agreed that should City decide that any portion of Service Agreement, and/or Contractor's services, shall be suspended or terminated, this Service Agreement shall continue to apply to that portion or those portions not suspended or terminated, and that such suspension or termination of a portion of Service Agreement or services shall in no way make void or invalid this Service Agreement.

22.06 At the termination of this Service Agreement, the Contractor shall deliver to LAWA all records and documentation, including, but not limited to manuals, operations manuals, service records, drawings, computer programs (including applicable software source codes), procedures, and records which the Contractor has used to maintain the equipment. All such records and documents shall remain the sole property of LAWA. The system shall be returned to LAWA in the same or better condition as it was delivered to the Contractor with the exception of reasonable wear and tear.

GC-23. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

23.01 The Contractor shall conduct the operations in a manner that avoids injury or damage to adjacent property and improvements. If damaged or removed due to the Contractor's operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible. When ordered by LAWA, the Contractor shall provide and install suitable safeguards to protect any object from injury or damage.

GC-24. PUBLIC CONVENIENCE AND SAFETY

24.01 All provisions of the Contract Documents shall apply.

24.02 The Contractor shall be liable for any damage caused to such premises. The Contractor shall restore areas used for operations or for storage, and all areas adjacent to the construction to their original condition.

GC-25. RESPONSIBILITIES OF THE CONTRACTOR

25.01 All provisions of the General Provisions shall apply.

25.02 The Contractor's employees shall be restricted to immediate work areas at the Site, and shall not go beyond work limits or access routes, except as otherwise approved by LAWA.



- 25.03 All employees must have a LAWA security badge with a Customs Seal and insurance as required for unescorted access to the Airport's Security Identification Display Area (SIDA).
- 25.04 The Contractor shall be responsible for providing and maintaining all tools and all necessary vehicles, including, but not limited to scissor lifts, fork-lift trucks, golf carts, etc. that will be used under this Service Agreement. There will be no additional costs to LAWA for these items, and shall be included as part of Contractor's rates.
- 25.05 Before starting work, the Contractor shall designate in writing a representative who shall have complete authority to act on the Contractor's behalf.
- 25.06 LAWA reserves the right to:
- a. Disapprove any candidate named as the Contractor's representative or alternate who fails to meet the provisions set forth herein.
 - b. Remove, without any right to work on the work site, either the Contractor's representative or alternate, who in the sole opinion of LAWA has demonstrated incompetence, lack of ability, or other unsuitability to perform supervision of the Work; and that individual shall not, without permission of LAWA, be re-employed on this Service Agreement.
- 25.07 If the Contractor's representative or alternate leaves the employment of the Contractor, the Contractor will be required to replace the individual(s) within fifteen (15) days.
- 25.08 The Contractor shall be responsible for obtaining, at its own expense, all necessary licenses and permits. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's negligence and shall take proper safety and health precautions to protect the work, workers, the public and the property of others.

GC-26. RESPONSIBILITIES OF LAWA

- 26.01 LAWA will designate its representative whom the Contractor shall coordinate all operational requirements and activities, concerning, but not limited to rules and regulations, safety, enforcements, notifications to stakeholders and airlines.
- 26.02 LAWA shall pay the reasonable cost of utilities (electric, gas, etc.) used in the course of performing the Service Agreement activities. LAWA will be the exclusive judge of the reasonableness of claimed utility charges.
- 26.03 LAWA shall reimburse the Contractor for approved work performed on the units that is required due to damage caused to the units by others. The Contractor will be reimbursed in accordance with the agreed upon rate for such work.



GC-27. INTERFACE

- 27.01 The Contractor shall conduct all operations in a manner that will cause no interference with airplane traffic, passenger flow or normal operation of the Airport. In all operations, the Contractor shall be governed by the regulations and rules of LAWA and shall cooperate fully with LAWA.
- 27.02 Contractor shall also comply with all applicable laws and regulations and shall hold all necessary consultations and conferences with personnel of any and all City, County, State, or Federal agencies, including, but not limited to the City of Los Angeles, FAA, DHS, TSA, USCBP, LAXTEC, which may have jurisdiction.

GC-28. SAFETY

- 28.01 During the term of this Service Agreement, The Contractor shall provide all materials, resources, training and any and all services required to ensure that the systems can be safely operated and maintained in conformance with LAWA and the approved documents developed by the elevator/escalator OEM in conformance with industry standards.
- 28.02 Contractor shall at all times conduct all operations under the Service Agreement in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. Contractor shall promptly take all precautions which are necessary and adequate against any conditions which involve a risk of bodily harm to persons or a risk of damage to any property. Contractor shall continuously inspect all Work, materials and equipment to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.
- 28.03 Contractor shall submit their written Safety Program, with detail commensurate with the Work to be performed, for LAWA's review within 30 days of expiration of the 1-year warranty period. Such review and approval shall not relieve Contractor of its responsibility for safety, nor shall such review be construed as limiting in any manner Contractor's obligation to undertake any action which may be necessary or required to establish and maintain safe working conditions at the facility.
- 28.04 Contractor shall maintain accurate accident and injury reports and shall furnish LAWA a monthly summary of injuries and man hours lost due to injuries as well as a statement of total man hours worked.
- 28.05 Material usage by the Contractor shall be accomplished with strict adherence to California Division of Industrial Safety requirements and all manufacturer warnings and application instructions listed on the material Safety Data Sheet and on the product container label.
- 28.06 The Contractor shall notify LAWA if a specified product cannot be used under safe conditions.



28.07 Worker Protection: In all cases involving exposure of personnel to toxic/hazardous materials and/or elements, the City of Los Angeles Personnel, Occupational Safety Office, shall have field review authority over the Contractor's operations.

GC-29. ADVERTISING

29.01 No use of information related to the Work is permitted without the written approval of LAWA.

29.02 All signage, logos, placards, displays, etc. are subject to written approval by LAWA.

GC-30. AUDITS AND RECORDS

30.01 LAWA shall have access to all records and documents of the Contractor directly relating to labor and materials used for the performance of the work in this Service Agreement.

GC-31. PAYMENT

31.01 It is agreed that, regardless of any other provision of this Service Agreement, unless amended, the total amount to be paid to Contractor by City shall not exceed the amount indicated in the Contractor's proposal.

31.02 Each month, during the term of this Service Agreement, Contractor shall submit a Request For Payment for 1/60 of the amount specified in 31.01.

31.03 Each Request For Payment shall contain documentation acceptable to LAWA that include applicable employee and subcontractor time sheets, identification of the scope of work completed, billing by job classifications and the applicable approved billing rates. Each Request For Payment shall also contain a cumulative total of all monthly billings, and balances. Subject to the provisions of this Service Agreement, LAWA shall pay Contractor based on Contractor's monthly payment requests. Payment will be withheld for any Work not completed in the billing period.

GC-32. NOT USED

GC-33. CONTRACTOR STAFFING

33.01 If LAWA at its sole discretion is dissatisfied with the performance of any of Contractor's personnel, including personnel of Contractor's sub-Contractors, assigned to the Work, and so notifies Contractor, in writing, Contractor shall replace the person(s) to whom objection has been made within five (5) working days of the written notice. City, in exercising its rights may also, in its sole discretion direct Contractor to terminate one or more its sub-consulting agreements.



SPECIAL CONDITIONS

SC-1. INTRODUCTION

- 1.01 The general scope of work is to provide complete Extended Preventative and Routine Maintenance (EPRM), services for the elevators, escalators and moving walks (equipment) installed as part of this Procurement and Installation Contract at LAX. Services include repairs, adjusting, cleaning and lubrication of equipment.
- 1.02 Any other incidental services that the Contractor determines to be required to assume complete responsibility for EPRM of the new equipment that are not described herein shall be included as part of the Service Agreement costs.
- 1.03 The Contractor shall have contractual agreements with each of its sub-contractors whose services the Contractor may secure to perform work under this Service Agreement and is in compliance with all of the terms of this Service Agreement. In the event that the Contractor subcontracts certain portions of the work, the term “employee” as used herein shall be deemed to include such subcontractors and their employees.

SC-2. SITE SPECIFIC WORK PROCEDURES AND PROGRAMS

- 2.01 The Contractor is solely responsible for obtaining any procedures from LAWA prior to commencement of Work and hereby releases LAWA from any and all claims based upon its failure to either become familiar with the governing procedures and programs or its failure to comply with them.
- 2.02 Contractor is responsible for obtaining copies of any and all approved O&M manuals, drawings, updates, and other documents required to perform all services to the referenced systems called for in this Service Agreement.
- 2.03 Contractor shall have hardcopy prints of all manuals, drawings, etc. at all times, and update as needed to reflect operation of new or modified systems.
- 2.04 Any document referenced in this Service Agreement shall become part of the Service Agreement documents.

SC-3. SUBMITTALS

- 3.01 Contractor shall submit the following documentation at the time specified during the term of the Service Agreement and in accordance with the following submittal deadlines. Prepare all documents in the English language.
 - a. Contractor’s Safety Plan and Drug Policy – Prior to start of any work.
 - b. Problem Reports - On a monthly basis



- c. Maintenance Reports - On a monthly basis
- d. Invoices – No later than 10 days from the first day of each following calendar month

SC-4. TERM OF SERVICE AGREEMENT

4.01 The term of this Service Agreement shall be for the five year period commencing immediately upon expiration of the 1-year Warranty for each unit.

SC-5. WORKING HOURS

5.01 Unless restricted elsewhere in the Service Agreement Documents, or directed by LAWA in writing, the normal working hours for services performed while the units remain in service are 8 a.m. to 4:30 p.m., 7 days a week for the term of the Service Agreement.

5.02 Normal working hours for services requiring the units to be taken out of service are 10:30 p.m. to 6:30 a.m., 7 days a week for the term of the Service Agreement. All units shall be returned to service and opened to the public by 6:30 a.m. following the maintenance or repair services. It is anticipated that 85% of the mandated PM hours will fall during this time period.

SC-6. SERVICE CALLS

6.01 The Contractor shall have staff to respond to and provide emergency services twenty-four (24) hours a day, seven (7) days a week. The Contractor shall respond within 30 minutes when the emergency call includes equipment failure, personal injury, entrapment, or potential for personal injury.

6.02 The Contractor shall also maintain an Emergency Service Call Log containing the following:

- Name and telephone number of caller.
- Description of problem and location within the Terminal where problem exists.
- Time and date call was received.
- Description of action taken to resolve the problem and time and date action was taken.

SC-7. WORK RESPONSE TIME

7.01 Response time for work requirements is dependent upon work priority and shall be in accordance with the standards noted below. Any non-compliance with the specified standards and requirements may result in the Contractor being issued a written notification by LAWA.

7.02 Emergency Work: The Contractor shall have available personnel to take action at the emergency location within thirty (30) minutes following notification by LAWA or other designated official.

- a. Emergency Work is defined as any mechanical, electrical or controls issue that cannot be resolved within ten (10) minutes or any mechanical problem in which the vertical transportation device is not usable by LAWA. It also includes breakdown, stoppage or loss of critical system or equipment which, if not repaired, could endanger life, safety or



health of personnel or might result in the damage to LAWA property, or any condition that they may exist which LAWA determines requires immediate response.

SC-8. NOT USED

SC-9. OPERATION OF VEHICLES

9.01 Contractor's ability to park at Terminals is controlled by LAWA. LAWA shall permit the Contractor and its personnel, during the effective period of Service Agreement to purchase parking pass cards to park motor vehicles used by it exclusively in its operations hereunder in the designated parking lots. The Contractor shall comply with such existing rules, regulations and procedures as are now in force and such reasonable future rules, regulations and procedures as may hereafter be adopted by the LAWA for the safety and convenience of persons who park automotive vehicles in any parking area at the airport or for the safety and proper identification of such vehicles, and the Contractor shall also comply with any and all directions pertaining to such parking which may be given from time to time and at any time by the Airport Manager. LAWA shall have no responsibility of any kind whatsoever, including, without limitation thereto, the loss, theft, destruction or damage to said vehicle or any contents therein, in connection with the permission granted to the Contractor to park its motor vehicles. No other rights or privileges in connection with parking of motor vehicles at the Airport are or shall be deemed to be granted to the Contractor under Service Agreement.

9.02 Each vehicle or unit of equipment that travels, operates or delivers materials in any restricted area of the Airport shall comply with the regulation set forth in Appendices B, C and D.

SC-10. UNIFORMS

10.01 The Contractor shall provide its personnel with all necessary distinctive uniforms and identification badges and woven identification insignia of a type and style which shall be subject to the prior and continuing approval of C&M. Contractor's employees shall wear these uniforms and identification badges or insignias at all times while performing the operations hereunder. The Contractors' employee shall be neat, clean, and professional in appearance.

SC-11. WORKMANSHIP AND MATERIALS

11.01 All repair and replacement materials, parts, and equipment furnished by the Contractor in the Work shall be new, high grade, of the same manufacture and type as material and items being replaced and free from defects. Materials and work quality not conforming to the requirements of the Specifications shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by the Contractor, at its expense, when so directed by LAWA.



- 11.02 If the Contractor fails to replace any defective or damaged work or material within 10 days after reasonable notice, LAWA may cause such work or materials to be replaced. The replacement expense shall be deducted from the amount to be paid to the Contractor.

SC-12. OWNER-FURNISHED MATERIALS AND EQUIPMENT

- 12.01 The Contractor shall maintain all required Spare Parts at all times with, at a minimum, quantities of spare parts equal to or greater than that which are present at the start of the Service Agreement, and as specified by the OEM O&M Manual, or as directed by LAWA. The cost of all Non-Warranty Spare Parts replacement shall be invoiced back to LAWA in accordance with General Provisions.
- 12.02 The Contractor shall be responsible to accurately record spare parts purchases and inventory at all times.
- 12.03 At time of acceptance of materials from LAWA, Contractor shall sign a receipt. Signing of such receipt without reservation therein shall preclude any subsequent claim by the Contractor that any such items were received from LAWA in a damaged condition and with shortages. If at any time after acceptance of any such item from LAWA any such item is damaged, lost, stolen or destroyed, such item shall be repaired or replaced at the expense of the Contractor.
- 12.04 Upon completion of the 5-year Service Agreement, Contractor shall, at its expense, return all surplus and unused materials and parts to LAWA.

SC-13. CONTRACTOR SUPPLIES

- 13.01 The Contractor shall furnish all incidental supplies, materials, tools, and equipment necessary for the performance of the work in the Service Agreement, unless otherwise specified. The costs for these incidentals shall be inclusive of this Service Agreement.

SC-14. FACILITIES USED BY THE CONTRACTOR

- 14.01 General
- a. Limited facilities such as storage and workshop space may be furnished by LAWA. The Contractor shall be fully responsible and liable for the facilities made available to it, to include security, loss or damage thereto. This responsibility includes the observance of safety, security and sanitary directives. Facilities built or installed by Contractor must be removed at termination of the Service Agreement, unless the Contractor and LAWA agree to their presence. The Contractor may not use any LAWA facilities other than those specifically provided. In case of break-ins, the Contractor shall notify Airport Police immediately upon discovery and assist in determining loss. Notwithstanding this paragraph, in no instance is the Contractor made liable for loss or damage of LAWA furnished facilities when the loss or damage was not caused by Contractor's negligence.



- b. Access to Premises: The Contractor shall not permit any unauthorized access to individuals to the work area, and shall enforce all applicable LAWA orders, rules, regulations, and instructions. These requirements shall also be applicable to all individuals with regard to access, removal, and/or possession of classified data, materials, supplies, equipment and all LAWA owned property at the locations designated in Service Agreement. Access to FIS areas is controlled by the Federal Agencies and subject to their rules and restrictions. Contractors' employees working in the FIS areas are subject to extensive background checks by these Agencies.
- c. Equipment and materials located on the Airport, but not being used, shall be left at locations to be designated by LAWA. All other operations of the Contractor shall be confined to the areas authorized or approved by LAWA. Areas adjacent to the work will be made available for temporary use by the Contractor, without cost, whenever such use will not interfere with other purposes. The Contractor shall be liable for any damage caused to such premises. The Contractor shall restore areas used for operations or for storage, and all areas adjacent to the work, to their original conditions.

14.02 **Cleaning of Site**: The Contractor shall be responsible for keeping the work site clean and neat. As necessary, debris shall be removed to an approved disposal location. Areas used by the Contractor during its work shall be cleaned daily before leaving the job site. Items saturated with combustible fluids shall be stored in tightly sealed metal containers and removed from the Work location. Paints and thinners shall not be poured into Terminal drains, lines or sewers. Paint, dirt and other stains on surfaces of Terminals, which are caused by the Contractor's work, shall be carefully removed and the surfaces cleaned. All areas used by the Contractor shall be left in a clean and neat condition.

SC-15. NOT USED

SC-16. NOT USED

SC-17. NOT USED

SC-18. BASIC MAINTENANCE REQUIREMENTS

18.01 General

- a. The Contractor shall facilitate proactive preventive maintenance, maximize equipment life and maximize beneficial usage of the vertical transportation equipment covered by this Agreement. Contractor expressly acknowledges that City is relying on CONTRACTOR'S professional expertise and knowledge of covered equipment in the performance of Services to achieve desired results.



- b. The Contractor shall provide the EPRM of the vertical transportation systems installed in this Service Agreement in conformance with the LAWA approved O&M Manuals. Services shall strictly comply with all services necessary to maintain the equipment in proper working order for use at a major international airport, and in coordination with LAWA.
- c. The Contractor shall be responsible to provide (employ) Senior / Supervising Maintenance Technicians that are licensed elevator mechanics. The Contractor must also possess a valid C-11 Contractor's License. The Contractor shall be responsible for all labor, personnel and employee costs.
- d. The Contractor shall be capable of operation, maintenance, trouble-shooting, updating and repairing the equipment computer systems and software.
- e. The Contractor shall be responsible for the procurement of all tools and equipment required to perform preventative maintenance and repair functions. Any tools that are required to perform specific maintenance tasks on OEM supplied equipment will be supplied by the OEM as part of the equipment supply and installation. The Contractor shall be responsible for all contracted goods and services.
- f. The Contractor shall be responsible to coordinate and cooperate in all respects with LAWA, the user airline, and/or their representatives in the performance of the Contractor's work. EPRM and non-scheduled maintenance tasks shall be coordinated with and scheduled in concurrence with LAWA. The Contractor shall be required to submit a preventative maintenance schedule to LAWA for review.
- g. The Contractor shall be responsible for ensuring that the Contractor's personnel follow Customs and Border Protection (CBP) rules and requirements when working in Customs areas.
- h. The Contractor shall be responsible for all sundries and components, lubricants, supply and inventory costs.
- i. The Contractor shall be responsible for all safety equipment costs.
- j. The Contractor shall be responsible for all license fees and expenses.
- k. The Contractor shall be responsible for all office supplies, equipment and expenses.
- l. The Contractor shall be responsible for all computers, printing, photographs, records, documents and report expenses.



- m. The Contractor shall be responsible for all telephone, radio and communication expenses.
- n. The Contractor shall be responsible for all Contractor facility and utility expenses.
- o. The Contractor shall be responsible for all vehicle expenses.
- p. The Contractor shall be responsible for all travel time and travel related expenses.
- q. The Contractor shall be responsible for all excise taxes and fuel surcharges.
- r. The Contractor shall be responsible for any and all other payments, costs and expenses associated with the Contractor's complete fulfillment of the requirements and obligations as set forth in this Agreement.

18.02 Basic Maintenance Requirements

- a. Service Agreement tasks include, but are not limited to:
 - 1. Inspection of completed installation and Periodic testing, as defined by ASME A17.1 and at ASME A17.1-1996 intervals, to maintain each Moving Walk/Elevator/Escalator ("Unit(s)") in completely operable, like new condition.
 - 2. Provide preventative maintenance on each elevator at least monthly for a minimum of four (4) hours. (Total On-Site Time). Provide monthly documentation of the same to LAWA.
 - 3. Provide preventative maintenance on each escalator and moving walkway at least a minimum of four (4) hours each two weeks. (Total On-Site Time). Provide monthly documentation of the same to LAWA. An external review of comb plates and skirt/step clearances will be performed weekly.
 - 4. Periodic lubrication of parts and equipment components as per OEM's recommendation. Charts are to be provided for each Unit indicating when services are provided.
 - 5. Perform work without removing Units from service during peak traffic periods determined by LAWA as 7:00 a.m. to 10:30 p.m. daily.
 - 6. Unlimited regular time callbacks are included with a required response time of one (1) hour. Regular time will be Monday through Friday, 8:00am to 4:30pm, exclusive of holidays. Overtime/Premium time call backs originating from an operational error related to the performance requirements of the equipment shall be borne by the Contractor.
 - 7. Annual clean down of the Units, drip pans, pits, hoistways, pallets, hydraulic pumps and components, and all interior parts is required. Make necessary arrangements with LAWA in order to minimize any inconvenience.



8. Annual tests and confirmations that the Controllers and control systems are functioning properly for each Unit.
 9. Reporting: Detailed monthly records of tasks performed including names of individuals performing the tasks, date and time performed, and other pertinent data. Contractor is required to conform to the requirements of LAWA's maintenance system.
 10. Five-year, full load, full speed tests of buffers ,governors and safeties.
 11. Five year pressure tests on hydraulic elevators.
 12. Monthly Testing of Phase I and Phase II Firefighter's Service.
- b. Routine Maintenance - Activities such as routine inspections and tests designed to identify any unusual or abnormal equipment condition.
 - c. Preventative Maintenance ("PM") - Activities required to keep the Units operating at the prescribed levels of safety, efficiency and reliability as defined in the O&M Manuals and installation specifications, which are performed on a regular basis at specified intervals. Preventative measures shall also include cleaning the surrounding area as required to keep Units free from any trash, dirt and/or debris.
 - d. Non-Scheduled Maintenance - Any corrective measure or repair necessitated by an inspection, a failure, or unusual circumstances adversely affecting the normal equipment operation. Non-scheduled maintenance may be required as a result of unsatisfactory conditions discovered during an inspection.
 - e. Ordinary Wear - Any corrective measure or repair that may be required because of ordinary wear.
 - f. Other Maintenance - Maintaining updated maintenance manuals, maintenance of testing equipment and tools, maintaining wiring diagrams, cleaning of equipment and equipment areas.
 - g. Hours Available for Maintenance Functions – shall be as stated in SC-5 and SC-18, or as approved by LAWA.
 - h. Repair and Replacement of Damaged Parts, Components or Materials
 1. Contractor shall promptly repair and/or replace damaged parts, components or materials, regardless of the cause of such damage. Any and all replacement parts must be new and unused. LAWA will reimburse the Contractor for the cost of such repairs and replacements, in accordance with GP, where the need for the repairs did not result from:
 - i. The routine operation and maintenance of the system.



- ii. The careless or negligent acts or omissions of the equipment OEM, Contractor's employees, suppliers, agents or subcontractors. There shall be no separate reimbursement for repairs or replacements for items covered by the warranties or guarantees provided by the OEM.
 - iii. Normal wear and tear.
 - iv. Contractors negligence.
 2. LAWA requires the Contractor to provide sufficient resources to promptly repair the systems at all times.
 3. Any additional costs not associated with this Service Agreement must be approved in advance by LAWA.
 - i. Replacement of Materials
 1. If it is necessary for the Contractor to replace any materials, parts or components under this Service Agreement and LAWA is responsible for the cost, the Contractor shall first submit to LAWA, for approval, the name of the item, identifying number and quantity required, name of the proposed supplier and the proposed cost, and the amount that the Contractor intends to bill LAWA. LAWA's written approval is required before the purchase of any parts, components or material shall commence unless, if in the Contractor's opinion, it is needed to keep the Units in operation or is required to comply with any LAWA, city, or national safety requirements. Cost submittal shall be provided within 24 hours of equipment shutdown.
 - j. Testing Required By Applicable Codes and Agreement Documents:
 1. The Contractor shall act as the City's agent for conducting or assisting in the conducting of all Authority Having Jurisdiction and Consultant tests and inspections required for vertical transportation equipment as part of this Agreement. Testing hours shall be at the sole cost and expense of Contractor.
 - i. Periodic tests:
 - (a) Contractor shall perform periodic tests as required by the ASME A17.1-2007 Safety Code for Elevators and Escalators at intervals dictated by ASME A17.1-1996, including compliance with the ASME A17.2.1 2007 Inspectors' Manual.
 - (b) Conduct monthly inspection and testing of the firefighters' service. Maintain test log in each machine/control room. Conduct semi-annual testing of emergency and standby power operation.
 - (c) When testing is required during working (See SC-18) hours, CONTRACTOR shall coordinate with the City and Code authorities as to minimize disruptions of service to the Airport. City retains the right to have testing performed during non-operating hours when possible.



- (d) When required by Local Code Authority or LAWA's Representative, assist in Routine and Periodic inspections and audits of equipment at no additional cost to City.
 - (e) Provide Routine and Periodic inspections of escalators and moving walks per ASME A17.1, Sections 8.6.8 and 8.11.4. Frequencies shall be as described in ASME A17.1-1996.
2. Complete all repairs found to be necessary as a result of the above examinations, inspections and tests.
 3. Inspection and Approvals: The Services shall be subject to inspection and approval by City or City's Representative and all applicable governmental authorities; provided, however, in no event shall any such inspection and/or approval by City or Representative of the City constitute an assumption of Contractor's duties and obligations or a waiver or release of liability or a release of any other obligations whatsoever of Contractor with respect to the Services performed by Contractor pursuant to this Agreement.

SC-19. REPORTS

19.01 Unless specified elsewhere in the Service Agreement, the following are minimum reports to be submitted to LAWA monthly:

1. Completed PM tasks
2. Preventative Maintenance Inspection Sheets and Maintenance Logs
3. Emergency Service Call Log
4. All records of maintenance, repair, testing, alteration, callback, etc., required by this Agreement, shall be kept in a computerized maintenance management system that can be accessed by City at any time during the Agreement. Hard copies of documents shall be made available within 48 hours of City's request.
5. Conduct monthly operational examinations and provide a written report thereof with a copy to the City.

SC-20. QUALITY CONTROL

20.01 The Contractor shall establish and maintain a complete QC program that is acceptable to LAWA and assures the requirements of Service Agreement are provided as specified. The QC Program shall be implemented on Service Agreement start date. A copy of the Contractor's QC Program shall be submitted to LAWA prior to start of work.

20.02 The Contractor's QC Program shall include the following:

- a. An inspection system covering all the tasks and services to be provided by the Contractor. It shall specify areas to be inspected on a scheduled or unscheduled basis, the manner in which inspections are to be conducted and the individual who will do the inspection.



- b. A method of identifying deficiencies in the quality of services performed before the level of service becomes unacceptable.
- c. A file of all inspections or tests conducted by the Contractor, to include any corrective actions taken. This file shall be subject to LAWA review at all times during the performance of Service Agreement. The file shall be property of LAWA and shall be turned over to LAWA upon completion or termination of Service Agreement.
- d. QC program shall be in compliance with Contractors, LAWA approved, Maintenance Control Program. The Code required Maintenance Control Program shall be posted in each machine/control room.
- e. Codes and Ordinances:
 - 1. All the work covered by these specifications is to be done in full accord with the state and local Codes, and ordinances as are in effect at the time of the execution of the contract and the ASME A17.1-2007 elevator safety orders. All of the elevator/escalator/moving walk related requirements of the local Building Department are to be fulfilled by the Contractor except for inspection fees.
 - 2. The Contractor shall also provide maintenance and/or repairs to comply with any violation of the Governing Agencies and recommendations of casualty companies on due notice from the City, provided that such violations or recommendations did not exist prior to the date of the Agreement or after issuance by either party of any 30 or 90 day cancellation notice. Upon award of this Agreement any pre-existing condition falling within the scope of this Agreement will be covered. The requirement of any new attachments or parts on an elevator, escalator or moving walk, in addition to those on the now existing equipment, shall be the responsibility of the City.
- f. Certificate of Inspection/Permit To Operate:
 - 1. State or City inspection fees shall be paid by the City. Fees for re-inspection due to failure to eliminate deficiencies covered by this maintenance Agreement will be paid by the Contractor.
- g. City's Right To Inspect and Require Work:
 - 1. City reserves the right to make such inspections and tests whenever necessary to ascertain that the requirements of this AGREEMENT are being fulfilled. Deficiencies noted shall be promptly corrected at Contractor's expense. In no instance shall CITY be liable for the frequency or sufficiency of such inspections or tests.



2. If Contractor fails to perform the work required by the terms of this Agreement in a diligent and satisfactory manner, City may, after ten (10) days' written notice to Contractor, perform or cause to be performed all or any part of the work required hereunder. Contractor agrees that it will reimburse City for any expense incurred therefore, and CITY at its election may deduct the amount from any sum owing Contractor. The waiver by City of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor. If the City so desires, a qualified Elevator Consultant reasonably acceptable to both parties may be retained by City to mediate any disputes.
- h. Labor Laws:
1. The Contractor performing work under this Agreement shall comply with applicable provisions of all federal, state and local labor laws, and Union Labor Agreements.
 2. Contractor hereby indemnifies and saves City and/or City's Representative from and against any and all costs, liabilities, and actions arising out of the violation or alleged violation of, or the non-compliance with or alleged non-compliance with, any Labor Laws and or Union Labor Agreements.