

SUBORDINATE CONTRACT MA-280-26011605

FOR

ELEVATOR AND ESCALATOR MAINTENANCE SERVICES

BETWEEN

COUNTY OF ORANGE, JOHN WAYNE AIRPORT

AND

KONE INC.

JOHN WAYNE AIRPORT
ORANGE COUNTY



**SUBORDINATE CONTRACT MA-280-26011605
WITH
KONE INC.
FOR
ELEVATOR AND ESCALATOR MAINTENANCE SERVICES**

This Subordinate Agreement MA-280-26011605 for Elevator and Escalator Maintenance and Services (“Contract”), is made and entered into as of the date fully executed by and between the County of Orange (“County”), a political subdivision of the State of California, acting through its department John Wayne Airport (“JWA”), and Kone Inc. (“Contractor”), with a place of business at 1 Kone Ct, Moline, IL 61265-1374, with County and Contractor sometimes referred to as “Party” or collectively as “Parties.”

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Regional Cooperative Agreement RCA-017-26010068

Attachment B – Scope of Work

Attachment C – Payment/Compensation

RECITALS

WHEREAS, the County acting through the County Procurement Office (“CPO”), issued a Regional Cooperative Agreement (“RCA”) Contract RCA-017-26010068 for Moving Solutions Including Elevator, Escalator, Maintenance and Related Services, effective July 17, 2026, through December 31, 2029 (“Master Contract”); and,

WHEREAS, the Parties desire to enter into Subordinate Contract MA-280-26011605 Elevator and Escalator Maintenance Services, effective October 1, 2026, through September 30, 2029, for a Total Contract Amount Not to Exceed \$3,225,000.00 (“Contract”); and,

WHEREAS, Contractor agrees to provide Elevator and Escalator Maintenance Services in accordance with the terms, conditions and pricing of the Master Contract and this Contract; and,

WHEREAS, the County Board of Supervisors has authorized the Deputy Procurement Agent or designee to enter into a Contract for Elevator and Escalator Maintenance Services with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

A. Subordinate Contract: Contractor agrees to provide Elevator and Escalator Maintenance Services in accordance with the terms, conditions, and pricing of the Master Contract, incorporated by this reference and attached hereto as Attachment A, and this Contract as set forth below.

B. Civil Rights and Nondiscrimination:

1. General Civil Rights Provision: In all its activities within the scope of its airport program, the Contractor

agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. **Nondiscrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
3. **Compliance with Nondiscrimination Requirements:** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:
 - a. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 - b. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
 - c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 - d. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- e. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate the above language has been inserted.

4. **Title VI List of Pertinent Nondiscrimination Acts and Authorities:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
 - Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Nondiscrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*), (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating

because of sex in education programs or activities (20 USC § 1681, et seq).

- Contractor is required to insert the above Title VI List of Pertinent Nondiscrimination Acts and Authorities into every subcontract at any tier. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

5. **Civil Rights Training:** Upon request by the County, Contractor is required to disseminate and provide training materials and other information related to Title VI Civil Rights to its staff as specified by the County.

- C. **Insurance Requirements:** Auto Liability limit is increased to \$5M combined single limit each accident for vehicle access to the Air Operations Area (AOA).

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract and its Attachments specify the contractual terms and conditions by which Contractor shall provide Elevator and Escalator Maintenance Services, at the County's request, in accordance with the Master Contract.
2. **Term of Subordinate Contract:** The initial term of this Contract shall become effective October 1, 2026, and shall continue through September 30, 2029, unless otherwise terminated as provided herein. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Subordinate Contract may be renewed or extended by mutual written agreement of both Parties. The County does not have to give reason if it elects not to renew or extend. Renewals are contingent upon renewal of the Master Contract and may be subject to approval by the County of Orange Board of Supervisors.
4. **Compensation & Payment:** Contractor agrees to provide Elevator and Escalator, Maintenance Services in accordance with the terms and conditions of the Master Contract, including its attachments and exhibits, if any, at the fixed rates as set forth in Attachment B – Payment/Compensation of the Master Contract, with a Total Contract Amount Not To Exceed \$1,075,000.00 annually.
5. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Procurement Agent.
6. **Airport Security:** Contractor, Contractor's employees and Contractor's subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).
 - A. **Airport-Issued Badge Acquisition, Retention, and Termination:** Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas, and engaged in the performance of work under this Contract must pass JWA's security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:
 1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport's template.
 2. Subcontractors and tenant contractors must also have two Authorized Signatories at a minimum.
 3. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.

4. Background check fees are provided at the first appointment.
5. Employees must provide two government-issued IDs at the first appointment.
6. STA and/or CHRC results are received.
7. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
8. ID Badge related fees are provided and any additional information requested is provided at the training appointment.
9. Upon successful completion of the required training, employees will receive their ID Badge.
10. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.

Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:

1. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organization's employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate 1 hour course initially and annually.
2. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate 1.5-hour course and pass a written test.
3. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minute training session and pass a written test.
4. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate 1-hour Non-Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
5. Contractors' designated personnel must successfully complete the badge acquisition within six weeks of Contract execution unless other arrangements have been coordinated by County Project Manager or designee in writing.
6. All personnel assigned to this contract must be in possession of a current, valid Airport-Issued ID Badge prior to fulfilling an independent shift assignment.
7. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a \$250.00 fee.
8. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:

- STA Fee: Approximately \$11.00
- Fingerprint/CHRC Fee: Approximately \$31.00
- ID Badge Fee: Approximately \$10.00
- Terminated, Unreturned ID Badge Fee: Approximately \$250.00

9. Contractor shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

B. Airport Driving Endorsement: In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must also take an airport provided training course and pass a test to acquire an airfield driving endorsement.

Some Air Operations Area projects will require vehicles to be equipped with visible company placards on both sides of the vehicle, an orange/white checkered flag, an amber, rotating beacon, and a two-way radio to monitor FAA Air Traffic Control Tower frequencies; or be escorted by a vehicle with this equipment and markings. Only vehicles, equipment, and personnel who have prior authorization by the Airport Security Coordinator (ASC) may operate on runways, taxiways and movement areas, or cross runways and taxiways. Under no circumstance shall any vehicle operate on or cross a runway, taxiway, or any movement area unless permission from the Tower is granted. Vehicles requiring an escort must be escorted by Airport Operations, or authorized company vehicles, equipped with two-way radios, and in constant radio communication with the FAA Tower Control.

C. Airport ID Badge Holder Requirements and Responsibilities: TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

- i. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons, or they are under escort by a properly badged individual. Each JWA employee, JWA Contractor, subcontractor, or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.
- ii. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.
- iii. JWA security badge is nontransferable.
- iv. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.

- v. Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County Project Manager within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.
 - vi. No worker shall be used in performance of this work that has not passed the background check.
7. **Anti-Idling Policy:** Within six months of Contract execution, Contractor must develop, implement, and submit to the Airport Director for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. Contractor's policy shall also include all third-party vehicles that enter Airport property at the direction of Contractor.
8. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
9. **Equipment – Acceptance Testing:** Acceptance testing is intended to ensure that the equipment acquired operates in substantial accord with the Contractor's technical specifications, is adequate to perform as warranted by the Contractor, and evidences a satisfactory level of performance reliability prior to its acceptance by the County. If the equipment to be installed includes operating software as listed in the Contract or order, such operating software shall be present for the acceptance test unless substitute operating software acceptable to the County is provided. Acceptance testing may be required as specified in the Contract or order for all newly installed technology systems, subsystems, and individual equipment, and machines which are added or field modified, i.e. modification of a machine from one model to another, after a successful performance period.
10. **Equipment – Maintenance:** If the Contractor is unable to perform maintenance or the County desires to perform its own maintenance on equipment purchased under this contract, then, upon written notice by the County, the Contractor will provide, at Contractor's then current rates and fees, adequate and reasonable assistance, including relevant documentation, to allow the County to maintain the equipment based on the Contractor's methodology. The Contractor agrees that the County may reproduce such documentation for its own use in maintaining the equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the County may have hired to maintain the equipment to use the above-noted documentation. The County agrees to include the Contractor's copyright notice on any such documentation reproduced, in accordance with copyright instruction to be provided by the Contractor.
11. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed

to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

12. **Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards. Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic. Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 6 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.
13. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof. 30. **Material, Workmanship, and Acceptance:** All Materials furnished by Contractor in the work shall be new, high-grade, and free from defects. Quality of work shall be in accord with the general accepted standards. Materials, parts, equipment and work quality shall be subject to County's approval. Materials and work quality not conforming to the requirement of the Scope of Work shall be considered defective and shall be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by Contractor, at its expense, when so directed by County. If Contractor fails to replace any defective or damaged work or material within 48 hours after notice, County may cause such work or materials to be replaced. Replacement expense shall be deducted from the amount to be paid to Contractor. Where materials are specified by reference to standard specifications of the American Society for Testing Materials (ASTM), American National Standards Institute (ANSI), Builders Hardware Manufacturers Association (BHMA), Federal Specifications, or others, all applicable provisions of the designated specifications shall be considered as forming a part of the Contract documents to the same force and effect as if repeated therein.
14. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
15. **OEM Equipment Maintenance Standard:** The Contractor agrees to maintain all equipment according to the original equipment manufacturer (OEM) specifications. The Contractor further agrees that all components will be OEM components. At the termination of the Contract the Contractor guarantees that equipment will meet OEM equipment certification standards.
16. **Protection of Restoration of Existing Areas:** Contractor shall be responsible for protection of public and private property adjacent to the work. Contractor shall repair or replace all existing improvements that are damaged or removed as a result of their operation. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension. All repairs shall be completed with two (2) working days from the date of damage notification unless otherwise approved by County Project Manager.
17. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.

18. **Safety Data Sheets (SDS):** The Contractor is required to provide a completed Safety Data Sheet (SDS) for each hazardous substance provided to the County under the Contractor's Contract with the County. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by the Contractor to the County. The provision of the SDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The SDSs for each substance must be sent to the place of shipment or provision of goods/service.
19. **Stop Work:** The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of 90 days after the stop work order is delivered to the Contractor and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor or within any extension of that period to which the parties shall have agreed, the County shall either:
- Cancel the stop work order; or
- Terminate work covered by the stop work order as provided for in the "Default" or "Termination" clause of this Contract.
- If a stop work order issued under this clause is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified in writing accordingly if:
- The stop work order results in an increase in the time required or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
- The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage, provided that if the County decides the facts justify the action, the County may receive and act upon a proposal submitted at any time before final payment under this Contract.
- If a stop work order is not canceled and the work covered by the stop work order is terminated in accordance with the provision entitled, "Termination" the County shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- If a stop work order is not canceled and the work covered by the stop work order is terminated for default, the County shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.
- An appropriate equitable adjustment may be made in any related Contract of the Contractor that provides for adjustment and is affected by any stop work order under this clause. The County shall not be liable to the Contractor for loss of profits because of a stop work order issued under this clause.
- If any provisions of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, omitted, but the remainder of this agreement shall continue to be binding upon the parties hereto.
20. **Substitution:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

21. **Waivers – Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
22. **State Funds – Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or the County. The State or County shall provide reasonable notice of such audit.
23. **Notices:** Any and all notices, requests demands, and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Procurement Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Kone Inc.
Attn: Vanessa Kongelka, Project Manager
1540 Scenic Ave, Suite 100
Costa Mesa, CA 92626
Phone: (714) 890-7080
Cell: (657) 357-7880
Email: vanessa.kongelka@kone.com

County's Project Manager: JWA/Maintenance
Attn: Tyler Polidori, Project Manager
3180 Airway Avenue
Costa Mesa, CA 92626
Phone: (949) 252-5095
Email: tpolidori@ocair.com

cc: JWA/Procurement Services
Attn: Choy Pham, County DPA
3160 Airway Avenue
Costa Mesa, CA 92626
Phone: (949) 252-5128
Email: cpham@ocair.com

24. **Payment – Invoicing Instructions:** All invoices associated with this Subordinate Contract shall be forwarded to Accounts Payable at:

Mailed to John Wayne Airport
Attention: Accounts Payable
3160 Airway Avenue
Costa Mesa, CA 92626

OR

Emailed to AccountsPayable@ocair.com

Each invoice must be on Contractor's letterhead and have a unique number and shall include the following information:

- A. Contractor's name and address
- B. Contractor's remittance address
- C. Contractor's Federal Taxpayer ID Number
- D. Delivery/service address
- E. Subordinate Contract Number MA-280-26011605
- F. Date of invoice and invoice number
- G. Product/service description, quantity, and prices
- H. Sales tax, if applicable
- I. Freight/delivery charges, if applicable
- J. Total

Final payment shall be issued based on the completion of the work as described in this Contract and County Project Manager accepts all the work and JWA issued badges are returned to Badging Office.

Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

25. **Provision of Services:** County may call upon Contractor to immediately provide Services during or in anticipation or remediation of emergencies of any kind whatsoever as determined solely by County. To the maximum extent practicable and lawful under such circumstances, Contractor shall prioritize the deployment of labor, equipment, and/or supplies pursuant to this Contract above all other interests and obligations. Upon contact for assistance with an emergency, Contractor shall indicate within 10 minutes whether the requested labor, equipment, and supplies are available. County shall then direct Contractor to mobilize resources based on information provided by County's Representative. County's Representative shall function as incident command unless otherwise notified, and shall direct all on-scene operations by Contractor. Notwithstanding any other provision of this Contract, County's direction of Contractor's Provision of Services need not be in writing, but may be in-person or via telephone, radio, text message, email or other means.

(Signature Page Follows)

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

***KONE INC.**

If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

DocuSigned by:  BB9D322CE8E7498...	Aaron Ites	Senior Vice President	8/11/2026
Signature	Name	Title	Date

DocuSigned by:  BB9D322CE8E7498...	Kim Thompson	Assistant Secretary	8/11/2026
Signature	Name	Title	Date

COUNTY OF ORANGE, A political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:

	Choy Pham	Deputy Procurement Agent	
Signature	Name	Title	Date

APPROVED AS TO FORM:

County Counsel

Signed by:  E640EE305057432...	Tracy Doudt	Deputy	8/11/2026
Signature	Name	Title	Date

ATTACHMENT A
REGIONAL COOPERATIVE AGREEMENT RCA-017-26010068
(SEPARATE ATTACHMENT)

ATTACHMENT B SCOPE OF WORK

I. Background: John Wayne Airport has twenty-eight (28) elevators and nine (9) escalators located throughout the Terminal Building and Parking Structures. Publicly accessible elevators and escalators experience heavy use during the Airport's operational hours. Non-public access elevators support around-the-clock airport operations and are continuously used by security, maintenance, and concession personnel. As vital conveyance assets, elevators and escalators require timely preventive maintenance and qualified service technicians to maximize operational reliability and safety throughout the asset life cycle.

There are twenty-eight (28) elevators and nine (9) escalators included in this contract as follows:

Elevators		
Quantity	Description	Location
7	Westinghouse Elevators	Terminal
5	Schindler Elevators	Terminal
2	Cemco Controllers	Terminal
3	Westinghouse Elevators	Parking Structure A1
3	Westinghouse Elevators	Parking Structure A2
3	Westinghouse Elevators	Parking Structure B2
4	Fujitec Elevators	Parking Structure C
1	MCE Elevator	Ground Trans. Center

Escalators		
Quantity	Description	Location
3	Schindler Escalators	Terminal A
3	Schindler Escalators	Terminal B
3	Schindler Escalators	Terminal C

II. Contractor Requirements:

1. Section 1 – Task 1

Task 1 - Evaluation and Documentation of Existing Elevators and Escalators

Contractor shall complete the following:

a) Inventory

i) Scope

(1) Contractor will complete an inventory of the elevators and escalators and all critical components at JWA. Inventory will include, but is not limited to:

- (a) Type of Equipment (elevator / escalator) – Manufacturer/ Model
- (b) Installation Year
- (c) Controller Manufacturer / Model
- (d) Hoist machine Manufacturer / Model / Year (Traction)
- (e) Power Unit – Manufacturer /Model / Year
- (f) Valve Manufacturer / Model
- (g) Door Operator Manufacturer / Model / Year

- (h) Location
 - (i) Other relevant information (dates, serial numbers, barcodes, etc.)
Authority Having Jurisdiction (AHJ) Number
 - (j) Pictures of pertinent components noted above, including any:
 - 1. Pre-maintenance requests
 - 2. Obsolete component claims
 - (2) Contractor will prepare a recommended spare parts inventory for elevator and escalator systems. The deliverable will be a matrix that includes (but is not limited to) the following:
 - (a) Part name, manufacturer, model/part number, size, and other applicable identifying information
 - (b) Current quantity in service or installed
 - (c) Expected service life, failure frequency, and typical replacement or repair intervals
 - (d) Lead time for procurement and delivery
 - (e) Cost
 - (f) Risk assessment and recommendations for maintaining an appropriate spare parts inventory
 - ii) Schedule: Must be completed within 90 calendar days following the issuance of the Notice to Proceed.
 - iii) Deliverables: Contractor shall provide:
 - (1) One (1) hard copy, bound, tabbed, etc.
 - (2) Thumb drives
 - iv) Compensation – Included in Task 2 monthly fixed fee.
- b) Assessment of Current Condition of Equipment
- i) Scope:

Using the inventory developed in Section a) above, Contractor shall evaluate the condition of all elevators, escalators and associated components to identify required pre-maintenance repairs and to provide recommendations for future repairs, upgrades, and modernization efforts.
 - ii) Assessment will include, but is not limited to:
 - (1) Visual inspection of all equipment, machine rooms, elevator/escalator pits.
 - (2) Proposals for all identified pre-maintenance repairs. (required before the identified components will fall under task 2, complete ongoing maintenance).
 - (3) 5-Year Asset Management Plan for each piece of equipment with budget pricing.
 - (a) Will include an annual update on the status of known current obsolete parts and of possible future obsolescence.

- (b) Will be broken down by year 1 through 5 and updated annually.
- (4) Future Modernization opportunities - Develop recommendations for modernization of the JWA elevators and escalators.
 - (a) Provide recommendations, timing, budget pricing, pros and cons.
 - (b) Modernization reports to be delivered within 180 days of contract start date.
- iii) Schedule: Must be completed within 90 calendar days following the issuance of the Notice to Proceed.
- iv) Deliverables: Contractor shall provide:
 - (1) Three (3) hard copies, bound, tabbed, etc.
 - (2) Thumb drives
- v) Compensation – included in Task 2 monthly fixed fee.

2. **Section 2 – Task 2**

Task 2 - Daily, Weekly, Monthly and Annual Service and Maintenance

- a) Contractor shall provide all routine and recurring service and maintenance (daily, weekly, monthly, annual, etc.) to meet or exceed industry standards as well as all applicable local, state and federal rules, regulations and requirements.
 - i) Services include, but are not limited to:
 - i. Traction Elevators
 - a. Control System - System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
 - b. Hoistway and Pit Equipment - All elevator control equipment and buffers.
 - c. Rails and Guides - Guide rails, guide shoe gibs, and rollers.
 - d. Wiring - All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
 - e. Door Equipment - Hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
 - f. Manual Freight Door Equipment - Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
 - g. Power Freight Door Equipment - Relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks,

switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

- h. Signals and Accessories - Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during Contractor's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at the Contractor's then current labor rates.
 - i. Car Equipment - All elevator control system components on the car.
 - j. Major Parts Coverage - Drive Unit/Motor Generator, Hoist Machine:MX;Gear;Gearless, Door Operator System, Hoist Ropes, Selector Assembly, Sheaves, Traveling Cables.
 - k. KONE 24/7 Emergency Communications - All KONE 24/7 Emergency Communications devices and components.
- ii. Hydraulic Elevators
- a. Control System - System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
 - b. Hoistway and Pit Equipment - All elevator control equipment and buffers.
 - c. Rails and Guides - Guide rails, guide shoe gibs, and rollers.
 - d. Wiring - All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
 - e. Door Equipment - Hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
 - f. Manual Freight Door Equipment - Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
 - g. Power Freight Door Equipment - Relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
 - h. Hydraulic System Accessories - Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.

- i. Signals and Accessories - Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during Contractor's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at Contractor's then current labor rates.
 - j. Car Equipment - All elevator control system components on the car.
 - k. Major Parts Coverage - Door Operator System, Hydraulic Piston(s), Jack Packing, Selector Assembly, Traveling Cables, Hydraulic Pump, Hydraulic Pump Motor, Hydraulic Valves, Solid State PC Boards.
 - l. KONE 24/7 Emergency Communications - All KONE 24/7 Emergency Communications devices and components.
- iii. Escalators
- a. Control System - All control system components.
 - b. Drive Machinery And Motor Equipment - All drive machine components. The gear case will be drained and flushed as needed to remove sediment and grit and refilled with new gear oil.
 - c. Wiring - All control wiring and all power wiring from the equipment input terminals to the motor.
 - d. Handrail Drive System - Handrail and all handrail drive components.
 - e. Safety Switch System - Missing step detector, handrail speed detector, handrail inlet switches, step upthrust inlet switches, combplate impact device, skirt switches, pit and motor stop switches, access cover switches, out-of-level step switches, emergency stop and inspection switches, alarm on the stop switch cover, broken step chain switches, key start switches, and brake temperature switch.
 - f. Guidance And Alignment Systems - All step chains, guidance and alignment components and demarcation lights. Balustrades and decks will be examined and adjusted, aligned, and fastened as needed.
- b) Site Specific Maintenance Requirements:
- 1) Maintenance work is priced to be completed on non-holidays, Monday through Friday between 6:00 a.m. and 2:30 p.m.
 - 2) Proposal is based on a technician being on site 30 hours per week, no more than 8 hours a day.
 - 3) Callback coverage within the scope is included 24 hours a day, 7 days a week including holidays.

- 4) 24/7 Connected Services – Predictive maintenance service is included within this agreement. Contractor will install sensors on the elevator equipment at no additional charge.
 - 5) Overtime maintenance, if required will be provided at the overtime portion rate assuming the straight time hours of 30 hrs/week is not exceeded. OT maintenance requested when straight time hours have exceeded the included 30 hours will be charged at full rate.
 - 6) Maintenance schedule will be agreed upon with the technician, Contractor and JWA collectively and must follow IUEC guidelines.
 - 7) All testing is included per current code at the commencement of the current agreement: Annual testing for Hydraulic elevators, Traction elevators and Escalators. 5-year full load testing for Hydraulic and Traction elevators.
 - CAT1 Escalator Test 12 Mo. - An annual escalator test as required by applicable code.
 - CAT1 Hydraulic Test 12 Mo. - An annual pressure relief test and a yearly leakage test as required by applicable code.
 - CAT1 Traction Test 12 Mo. - An annual no load test as required by applicable code.
 - CAT5 Hydraulic Test 60 Mo. - A five (5) year pressure relief test as required by applicable code.
 - CAT5 Traction Test 60 Mo. - A five (5) full load test as required by applicable code.
 - 8) Firefighter Safety Testing - 1 Month Intervals - The monthly Firefighter's Service Test (necessary records) as required by applicable code. This service mandates that KONE schedule monthly visits to the building at additional fees. Most jurisdictions allow ownership or management to perform and keep records for firefighter's service testing.
 - 9) Clean downs included for escalators every 24 months (2 years) (Note: Additional clean downs will be scheduled as needed and completed under Task 3).
- c) Task 2 includes all labor, parts, materials and equipment necessary to maximize safety and efficiency and minimize downtime based on industry standard.
- d) Adequate Parts and Parts Storage: Contractor shall maintain an adequate inventory of spare parts and components at customer's expense to permit timely replacement and repairs without delay. All parts, materials, lubricants, rags, cleaning fluids, combustible liquids, and other materials and supplies shall be kept and stored in U.L. rated metal cabinets, provided by Contractor, properly secured, in each machine room, unless code required clearances would be violated by the presence of such cabinets. All materials and supplies kept in these cabinets shall be neatly arranged, and cabinet doors shall be left in the fully closed position after each visit. Contractor shall ensure inventory remains current and is updated as inventory is used.
- e) Cabinets shall be sufficient in number and size to store all parts, materials, and supplies out of sight. No parts, materials, or supplies shall be stored on top of cabinets, on the floors, or any other place where they are visible.

- f) Prompt Corrective Action: When a need for corrective action is apparent and the corrective action is within the scope of Contractor's responsibility, Contractor shall proceed immediately to make such replacements, repairs, and/or corrections. If Contractor reasonably believes the corrective action is not within the scope of Contractor's responsibility, and no safety or potential safety problem exists, Contractor shall deliver a written report to JWA within seven days of the examination. If a safety or potential safety problem exists, Contractor shall immediately take corrective action at the least possible expense to JWA, regardless of scope of responsibility, and make a prompt written report to JWA.
- g) Cleaning: Contractor shall clean elevator equipment, machine rooms, and pit floors at regular intervals sufficient in frequency to maintain a professional appearance, prevent tracking of dirt, oil, grease, or carbon dust from car tops, pits or machine rooms onto carpeted areas, and to preserve the life of the equipment.

Contractor shall not be responsible for cleaning any equipment made necessary by events beyond its reasonable control or because of improper janitorial or building maintenance functions. Unusual conditions, such as on-going construction or "build-out" in the building may be reviewed with JWA to determine responsibility for cleaning.

- h) Repairs and Replacements: Make repairs and/or replace all worn, damaged, or broken parts or components. Parts or components shall be replaced:
- 1) When worn beyond normal adjustment limits.
 - 2) When necessary to ensure continued normal operation.
 - 3) When necessary to extend the useful life of the elevators or any of their components.
 - 4) When necessary to continue safe, dependable operation in accordance with ASME A17.1 and A17.2 Code.
 - 5) When necessary to continue performance of the equipment in accordance with its original design.
 - 6) When necessary to maintain the performance standards specified in this Agreement, including the elevator performance, smoothness, and quietness of operation.
 - 7) When more than one elevator / escalator requires repair, JWA Project Manager will consult with Contractor to establish priorities of accomplishment.
- i) Response Time:
- 1) Contractor shall acknowledge requests for emergency service placed by JWA no more than fifteen (15) minutes after request was received. Contractor shall arrive onsite to perform work no more than one (1) hour after acknowledging request for emergency service.
 - 2) Contractor shall acknowledge requests for response to trouble calls or callback coverage placed by JWA no more than fifteen (15) minutes after request was received. Contractor shall arrive onsite to perform work no more than two (2) hours after acknowledging request for these services.
 - 3) Contractor Call Center shall:
 - (1) Provide JWA caller with a dispatch number for call tracking purposes.
 - (2) Provide the estimated time of arrival (ETA) to caller to the nearest fifteen (15) minutes.

4) Service Technician shall:

- (1) Check in at JWA Service Desk upon arrival.
- (2) Check out applicable keys from County Sheriff following the sign in process at the Service Desk.

j) Maintenance Service Records: Contractor shall:

- 1) Maintain a complete electronic record (by elevator, escalator, chairlift and platform lift) of all emergency callback, replacement, and repair work performed. This information shall be consolidated by the Contractor into an electronic monthly report to the Agency Representative. Contractor will provide access to Contractor Online for all reporting which is available to JWA at all times.
- 2) Maintain the construction drawing/schematic records and the service/repair records for each Elevator and Escalator during the entire term of the Contract. (Wiring diagrams that are not with the elevators prior to Contractor taking over service will fall under the responsibility of JWA to purchase.) (Contractor shall notify JWA of all missing diagrams within 60 days of the Contract start).
- 3) Maintain an electronic log of all call back records. On a semi- annual basis, the Contractor shall submit an electronic copy to the user agency in the form of a line graph that show the trend in callbacks.
- 4) Shall keep the elevator, escalator, chairlift and platform lift maintained to operate at the original contract speed, keeping the original performance time, including acceleration and floor to floor times as designed and installed by the manufacturer. The door operation shall be adjusted as required to maintain optimum door opening and door closing times, within legal limits. Adjustments may be required as part of future maintenance audits by JWA's preferred elevator consultant and shall be in line with industry standards.

k) Contractor will use the below KPI's as a reference for performance on the contract.

KEY PERFORMANCE INDICATORS

	Measured unit or building performance
≤ 4	Callbacks per unit per year
≥90 days	Mean Time Between Callbacks
≥99.5%	Equipment Availability
>24 team hours	Accrued repairs hours per unit per year
≤1	Not more than 1 entrapment per unit per quarter

l) Compensation – Contractor will be reimbursed a fixed monthly fee for all work under Task 1 and 2.

m) Task 2 Description of Work – Detailed description of Task 2 coverage.

The Elevator Maintenance Control Program shown below is an example of how we build our maintenance tasks and frequencies. Once the contract is active there will be a logbook in each machine room very similar to the examples below. Each of the tasks below has a code item

related to that specific task. The frequency is designated by a gray box and that schedule aligns with the module the technician is to perform. The schedule is set for the technician and provided via their mobile device to complete.

Escalator Maintenance Control Program Logbook

Customer and Equipment Information

Local KONE Branch		Local Branch Phone #	
Building Name		Building ID Number	
Address		City, State, Zip	
KONE Equipment #		Equipment Description	
Manufacturer		Equipment Serial #	
Equipment Category	Escalator	Local Conveyance #	

KONE Maintenance Method Schedule

Plan Start Date:

Modules	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
B: Basic												
V: Drive												
R: Brake												
G: Guide												
H: Handrail Module												
O: Comb Module												
P: Partial Cleaning												
F: Step												

Initial and date box when Module performed.

This Logbook must remain On-Site for 5 years.

Escalator A17.1 - 8.6 Tasks

Building Name:		Equipment ID:	KONE Equipment #:
Basic Module		Guide Module	
8.6.1.2.2(a): Check for Wiring diagrams		8.6.8.7: Rollers	
8.6.1.5.1: Code Data Plate		8.6.8.7: Tracks	
8.6.1.6.3(a): Controller, cleaning		8.6.8.7: Chains	
8.6.1.6.3(d): Control and operating circuits and devices		Handrail Module	
8.6.1.6.5: Fire extinguisher		8.6.8.1: Handrail - Internal	
8.6.8.1: Handrail condition (external)		Combplate Module	
8.6.8.2: Step-to-skirt clearance		8.6.8.4.2: Comb adjustment	
8.6.8.3: Step/Skirt Performance Index (see Cat 1 Test, 8.6.8.15.19)		8.6.8.4.3: Comb Impact Device	
8.6.8.4.1: Comb segment condition (broken teeth)		Step Module	
8.6.8.5: Skirt panels		8.6.8.6.1: Step treads	
8.6.8.6: Step risers and treads		8.6.8.6.2: Step risers	
8.6.8.7: Chain: Lubrication		8.6.8.6.3: Step and combplate engagement	
8.6.8.8: Signs		8.6.8.6.4: Step tread slots: width and depth	
8.6.8.9: Guards at Ceiling Intersections		Partial Clean Module	
8.6.8.10: Antislid e Devices		8.6.8.13: Clean areas made accessible when steps are removed	
8.6.8.11: Handrail Guards		Brake Module	
8.6.8.12: Brake, Stopping Distance		8.6.8.12: Brake Maintenance	
8.6.8.13: Clean upper and lower pits		8.6.8.12: Brake Torque	
8.6.8.14: Entrance and Egress Ends		Drive Module	
		8.6.8.1: Lubricate Handrail drive bearings, if located in drive unit area	
		8.6.8.1: Check Handrail drive chain, belt, if located in drive unit area	

Escalator Category 1 Test Log

Building Name:		Equipment ID:			KONE Equipment #:		
All work performed must be Initialed and Dated. All Initials must match those in the Technician Signature List.							
Type	Code Reference	Description of Task	NA	Date	Initials	Deficiencies	Corrective Actions
Cat 1	8.6.8.15.1	Machine Space					
	8.6.8.15.2	Stop Switch					
	8.6.8.15.3	Controller and Wiring					
	8.6.8.15.4	Drive Machine and Brake					
	8.6.8.15.5	Speed Governor					
	8.6.8.15.6	Broken Drive-Chain Device					
	8.6.8.15.7	Reversal Stop Switch					
	8.6.8.15.8	Broken Step-Chain or Treadway Device					
	8.6.8.15.9	Step Upthrust Device					
	8.6.8.15.10	Missing Step or Pallet Device					
	8.6.8.15.11	Step or Pallet Level Device					
	8.6.8.15.12	Steps, Pallet, Step or Pallet Chain, and Trusses					
	8.6.8.15.13	Handrail Safety Systems					
	8.6.8.15.14	Outdoor Escalators Heater Operation					
	8.6.8.15.15	Permissible Stretch in Escalator Chains					
	8.6.8.15.16	Disconnected Motor Safety Device					
	8.6.8.15.17	Response to Smoke Detectors					
	8.6.8.15.18	Comb-Step or Comb-Pallet Impact Device					
	8.6.8.15.19	Step/Skirt Performance Index					
	8.6.8.15.20	Clearance Between Step and Skirt (Loaded Gap)					
	8.6.8.15.21	Inspection Control Device					
8.6.8.15.22	Step Lateral Displacement Device						
8.6.8.15.23	Seismic Risk Zones 2 or Greater						



Electric Elevator Maintenance Control Program Logbook

Customer and Equipment Information

Local KONE Branch		Local Branch Phone #	
Building Name		Building ID Number	
Address		City, State, Zip	
KONE Equipment #		Equipment Description	
Manufacturer		Equipment Serial #	
Equipment Category	Traction	Local Conveyance #	
Maintenance Work Center			

KONE Maintenance Method Schedule

Plan Start Date: _____

Modules	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
B: Basic												
D: Door Operator												
L: Landing Door												
M: Machinery												
MX: Brake Check												
C: Control Panel												
Z: Signalization												
FS: Fire Service												

Initial and date box when Module performed.

This Logbook must remain On-Site for 5 years.

Electric Elevator A17.1 - 8.6 Tasks

Building Name:		Equipment ID:	KONE Equipment #:
Basic Module		Shaft Module (continued)	
Car		Shaft (General)	
8.6.4.13(c): Car door open button		8.6.4.7: Hoistway cleaning	
8.6.4.13(c): Door edge protection		8.6.4.11: Car and counterweight run-by	
8.6.4.13.2: Car door closing force limiter (< 30 lbf)		8.6.4.14: Hoistway access switches	
8.6.4.15: Elevator communication system		Ropes and Sheaves	
8.6.4.15: Emergency stop switches and audible alarm		8.6.4.1.1: Hoist rope cleaning	
8.6.4.15: Remote / local alarm system		8.6.4.1.3: Hoist rope tension	
8.6.4.16: Stopping accuracy, each direction		8.6.4.2.1: Governor rope cleaning	
Shaft		Safeties	
8.6.4.13.1(a): Door interlock circuit integrity		8.6.4.5: Car and counterweight safeties	
Machine Room		Pit Equipment	
8.6.1.6.3(d): Temporary jumpers		8.6.4.5: Car and counterweight buffers	
8.6.1.6.5: Fire extinguisher		8.6.4.7: Pit cleaning	
8.6.4.6: Center nut on KONE machines		8.6.4.17: Compensation Sheaves and Switches	
8.6.5.4: Machine room door locked		8.6.4.21: Maintenance of Seismic Devices	
O&G contracts		Landing Door Module	
8.6.1.6.2: Lubricate all components, as required		8.6.4.13.1(a): Landing door interlocks	
Control Panel Module		8.6.4.13.1(d): Landing door vision panels and grills	
8.6.1.2.1(e): SIL rated device documentation		8.6.4.13.1(e): Emergency opening device	
8.6.1.5: Code Data Plate		8.6.4.13.1(f): Landing door hangers, tracks, door rollers, up-thrusts, and door safety retainers	
8.6.1.6.3(a): Wiring diagrams		8.6.4.13.1(g): Strike jamb bumpers and astragals	
8.6.1.6.3(b): Clean controller, as required		8.6.4.13.1(h): Landing door guide shoes and sills	
8.6.1.6.3(c): Temp wiring, insulators, relay blocks		8.6.4.13.1(i): Release rollers and retiring cams	
8.6.1.6.3(d): Temporary jumpers		8.6.4.13.1(j): Landing door synchronization	
8.6.1.6.3(e): Control and operating circuits and devices		8.6.4.13.1(k): Door closers	
8.6.11.12: Intercom system, if applicable			
Machinery Module		Door Operator Module	
Brake		8.6.4.13(b): Car door gate switch	
8.6.4.6: Emergency brake (if applicable)		8.6.4.13(c): Car door reopening devices	
8.6.4.6: Manual brake release (if applicable)		8.6.4.13.1(d): Car door vision panels and grills	
8.6.4.6 (b)(d)(f)(g): Disc brake maintenance		8.6.4.13.1(f): Car door hangers, tracks, door rollers, up-thrusts, and door safety retainers	
8.6.4.6 (b)(c)(d)(e)(f)(g): Drum brake maintenance		8.6.4.13.1(g): Strike jamb bumpers and astragals	
Machine		8.6.4.13.1(h): Car door panels, guide shoes and sills	
8.6.4.1.2: Hoist rope lubrication		8.6.4.13.1(i): Release rollers and retiring cams	
8.6.4.10: Winding drum machine hoist ropes		8.6.4.13.1(j): Car door synchronization	
Governor		8.6.4.13.1(l): Clutch and car door restrictor	
8.6.4.12: Governor maintenance		8.6.4.13.2: Car door closing force and kinetic energy	
8.6.4.17: Ascending overspeed and unintended movement devices, if applicable		Signals Module	
Machine Room/Space		8.6.4.15: Emergency car lighting	
8.6.4.8: Machine room cleaning			
Shaft Module			
Car Top			
8.6.4.3: Guide rail lubrication			
8.6.4.9: Car top cleaning			
8.6.4.15: Ventilation System			

Electric Elevator Category 1 and 5 Test Log

Building Name:		Equipment ID:			KONE Equipment #:		
All work performed must be Initialed and Dated. All Initials must match those in the Technician Signature List.							
Type	Code Reference	Description of Task	NA	Date	Initials	Deficiencies	Corrective Actions
Cat 1	8.6.4.19.1	Oil Buffers					
	8.6.4.19.2	Safeties					
	8.6.4.19.3	Governors					
	8.6.4.19.4	Slack-Rope Devices on Winding Drum Machines for A17.1-2010 Slack-Rope Devices and Stop Motion Switch on Winding Drum Machines for A17.1-2013					
	8.6.4.19.5	Normal and Final Terminal Stopping Devices					
	8.6.4.19.6	Firefighters' Emergency Operation					
	8.6.4.19.7	Standby or Emergency Power Operation					
	8.6.4.19.8	Power Operation of Door System					
	8.6.4.19.9	Broken Rope, Tape, or Chain Switch					
	8.6.4.19.10	E/E/PES Electrical Protective Devices Operation for A17.1-2010 Functional Safety of SIL Rated Device(s) for A17.1-2013					
	8.6.4.19.11	Ascending Car Overspeed Protection and Unintended Car Movement					
	8.6.4.19.12	Traction-Loss Detection Means					
	8.6.4.19.13	Broken-Suspension-Member and Residual-Strength Detection Means					
	8.6.4.19.14	Occupant Evacuation Operation for A17.1-2013 Only					
	8.6.4.19.15	Emergency Communications for A17.1-2013 Only					
	8.6.4.19.16	Means to Restrict Hoistway or Car Door Opening for A17.1-2013 Only					
Cat 5	8.6.4.20.1	Car and Counterweight Safeties					
	8.6.4.20.2	Governors					
	8.6.4.20.3	Oil Buffers					
	8.6.4.20.4	Braking System for A17.1-2010 Driving-Machine Brake(s) A17.1-2013					
	8.6.4.20.5	Emergency and Standby Power Operation for A17.1-2010 Only					
	8.6.4.20.6	Emergency Terminal Stopping and Speed-Limiting Devices					
	8.6.4.20.7	Power Opening of Doors					
	8.6.4.20.8	Leveling Zone and Leveling Speed					
	8.6.4.20.9	Inner Landing Zone					
	8.6.4.20.10	Emergency Stopping Distance for A17.1-2010 Braking System, Traction, and Traction Limits for A17.1-2013					
	8.6.4.20.11	Emergency Brake					



Hydraulic Elevator Maintenance Control Program Logbook

Customer and Equipment Information

Local KONE Branch		Local Branch Phone #	
Building Name		Building ID Number	
Address		City, State, Zip	
KONE Equipment #			
Manufacturer		Equipment Description	
Equipment Category	Hydraulic	Equipment Serial #	
Maintenance Work Center		Local Conveyance #	

KONE Maintenance Method Schedule

Plan Start Date:

Modules	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
B: Basic												
D: Door Operator												
L: Landing Door												
S: Shaft												
M: Machinery												
C: Control Panel												
Z: Signalization												
FS: Fire Service												

Initial and date box when Module performed.

Hydraulic Elevator A17.1 - 8.6 Tasks

Building Name:		Equipment ID:	KONE Equipment #:
Basic Module		Shaft Module (continued)	
Car		Shaft (General)	
8.6.4.13(c): Car door open button		8.6.4.7: Hoistway cleaning	
8.6.4.13(c): Door edge protection		8.6.4.11: Car and counterweight run-by	
8.6.4.13.2: Car door closing force limiter (< 30 lbf)		8.6.4.14: Hoistway access switches	
8.6.4.15: Elevator communication system		8.6.5.10: Run-by and clearances (Re-roping/shortening)	
8.6.4.15: Emergency stop switches and audible alarm		Ropes and Sheaves	
8.6.4.15: Remote / local alarm system		8.6.4.1.1: Hoist rope cleaning	
8.6.4.16: Stopping accuracy, each direction		8.6.4.1.3: Hoist rope tension	
Shaft		8.6.4.2.1: Governor rope cleaning	
8.6.4.13.1(a): Door interlock circuit integrity		Safeties	
8.6.5.5.2: Collection of oil leakage (pit can)		8.6.4.5: Car and counterweight safeties	
Machine Room		Pit Equipment	
8.6.1.6.3(d): Temporary jumpers		8.6.4.5: Car and counterweight buffers	
8.6.1.6.5: Fire extinguisher		8.6.4.7: Pit cleaning	
8.6.4.8.4: Machine room door locked		8.6.4.17: Compensation Sheaves and Switches	
8.6.5.4: Oil level in reservoir		8.6.4.21: Maintenance of Seismic Devices	
O&G contracts		8.6.5.3: Water Hydraulic Plungers	
8.6.1.6.2: Lubricate all components, as required		8.6.5.5.1: Gland Packings and Seals	
Control Panel Module		8.6.5.11.1: Corrosion Protection Monitoring	
8.6.1.2.1(e): SIL rated device documentation		8.6.5.11.2: Corrosion Protection Loss	
8.6.1.5: Code Data Plate		8.6.5.13: Overspeed Valve Setting	
8.6.1.6.3(a): Wiring diagrams		Landing Door Module	
8.6.1.6.3(b): Clean controller, as required		8.6.4.13.1(a): Landing door interlocks	
8.6.1.6.3(c): Temp wiring, insulators , relay blocks		8.6.4.13.1(d): Landing door vision panels and grills	
8.6.1.6.3(d): Temporary jumpers		8.6.4.13.1(e): Emergency opening device	
8.6.1.6.3(e): Control and operating circuits and devices		8.6.4.13.1(f): Landing door hangers, tracks, door rollers, up-thrusts, and door safety retainers	
8.6.11.12: Intercom system, if applicable		8.6.4.13.1(g): Strike jamb bumpers and astragals	
Machinery Module		8.6.4.13.1(h): Landing door guide shoes and sills	
Machine		8.6.4.13.1(i): Release rollers and retiring cams	
8.6.4.1.2: Hoist rope lubrication (Roped Hydro)		8.6.4.13.1(j): Landing door synchronization	
8.6.5.1: Pressure Tanks		8.6.4.13.1(k): Door closers	
8.6.5.4: Oil level in reservoir		Door Operator Module	
8.6.5.12: Anti-Creep and Low Oil Protection		8.6.4.13(b): Car door gate switch	
8.6.5.5.1: Gland Packings and Seals		8.6.4.13(c): Car door reopening devices	
8.6.5.6: Flexible Hoses and Fittings		8.6.4.13.1(d): Car door vision panels and grills	
8.6.5.7: Record of oil usage		8.6.4.13.1(f): Car door hangers, tracks, door rollers, up-thrusts, and door safety retainers	
8.6.5.9: Relief valve setting		8.6.4.13.1(g): Strike jamb bumpers and astragals	
Governor		8.6.4.13.1(h): Car door panels, guide shoes and sills	
8.6.4.12: Governor maintenance (Roped hydro)		8.6.4.13.1(i): Release rollers and retiring cams	
Machine Room		8.6.4.13.1(j): Car door synchronization	
8.6.4.8: Machine room cleaning		8.6.4.13.1(i)(j): Clutch and car door restrictor	
Shaft Module		8.6.4.13.2: Car door closing force and kinetic energy	
Car Top		Signals Module	
8.6.4.3: Guide rail lubrication		8.6.4.15: Emergency car lighting	
8.6.4.9: Car top cleaning			
8.6.4.15: Ventilation System			

Hydraulic Elevator Category 1, 3 and 5 Test Log

Building Name:			Equipment ID:			KONE Equipment #:	
All work performed must be Initialed and Dated. All Initials must match those in the Technician Signature List.							
Type	Code Reference	Description of Task	NA	Date	Initials	Deficiencies	Corrective Actions
Cat 1	8.6.5.14.1	Relief Valve Verification of Setting and System Pressure Test					
	8.6.5.14.2	Hydraulic Cylinders and Pressure Piping					
	8.6.5.14.3(a)	Normal Terminal Stopping Devices					
	8.6.5.14.3(b)	Governors					
	8.6.5.14.3(c)	Safeties					
	8.6.5.14.3(d)	Oil Buffers					
	8.6.5.14.3(e)	Firefighters' Emergency Operation					
	8.6.5.14.3(f)	Standby or Emergency Power Operation					
	8.6.5.14.3(g)	Power Operations of Door System					
	8.6.5.14.3(h)	Emergency Terminal Speed-Limiting Device and Emergency Terminal Stopping Device					
	8.6.5.14.3(i)	Low Oil Protection Operation					
	8.6.5.14.4	Flexible Hose and Fitting Assemblies					
	8.6.5.14.5	Pressure Switch					
	8.6.5.14.6	Power Operation of Door System					
	8.6.5.14.7	Slack-Rope Device					
Cat 3	8.6.5.15.1	Unexposed Portions of Pistons					
	8.6.5.15.2	Pressure Vessels					
Cat 5	8.6.4.20.1	Car and Counterweight Safeties					
	8.6.4.20.2	Governors					
	8.6.4.20.3	Oil Buffers					
	8.6.5.16.2	Coated Ropes					
	8.6.5.16.3	Wire Rope Fastenings					
	8.6.5.16.4	Plunger Gripper					
	8.6.5.16.5	Overspeed valves					
	8.6.5.16.6	Class C2 loading on Freight Elevators					

Firefighters' Emergency Operation Log 8.6.11.1

Building Name:	Equipment ID:	KONE Equipment #:	Year:											
Building Contact Name:	Building Contact Phone:	Local Conveyance #:												
Note to Owner: The intervals are to be set monthly for the keyswitch(es) (8.6.11.1) and annually for smoke and heat detectors (NFPA-72). The months must be set by you or your designated management person. The tasks must be completed by Authorized Personnel, trained in the proper operation of the devices and access to the elevator hoistway (if necessary). The building owner or designee shall ensure deficiencies are promptly corrected. Where a defective part directly affecting the safety of the operation is identified, the equipment shall be taken out of service until the defective part has been adjusted, repaired, or replaced (8.6.1.2.2).														
Written record of the findings of the Firefighters' Emergency Operation required by 8.6.11.1.	NA	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Phase I and II Keyswitch operation:		Initial and Date Completion in boxes below.												
a) Phase I keyed to On, elevator(s) arrived at lobby, door(s) remain open. Elevator responded accordingly.														
b) In car Phase II keyed to on, run elevator at least one floor. Elevator responded accordingly.														
c) Return Phase II keyswitch to Off, then Phase I to the Off position. Elevator operates normally.														
Smoke and heat detector tests.		Initial and Date Completion in boxes below.												
Main Lobby smoke detectors tested, elevator(s) returned to alternate floor, parked with doors open.														
Test remaining lobby smoke detectors on remaining floors associated with recall, elevator returned to main lobby level, parked with doors open.														
Machine room smoke detector tested, elevator returned to designated landing, parked with doors open.														
Hoistway smoke detector tested, elevator returned to designated level, parked with doors open (test may require assistance of elevator mechanic).														
Machine room heat detector tested, initiating shunt trip activation.														
Hoistway heat detector tested, initiating shunt trip activation.														
Heat detectors are 135 degree fixed.														
To the right: Print name, signature and initials of each person who completed tasks on these records. The initials are to match the completed tasks in associated cells.	Print Name					Signature					Initials			
	Print Name					Signature					Initials			
	Print Name					Signature					Initials			
	Print Name					Signature					Initials			

Hydraulic Fluid Log: 8.6.5.7

Building Name:		Equipment ID:		KONE Equipment #:		Year:			
Record of Oil Usage: If part of cylinder and/or piping is not exposed for visible examination, a written record shall be kept of the quantity of hydraulic fluid added to the system and emptied from leakage collection containers and pans. The written record shall be kept in the machine room. When the quantity of hydraulic fluid loss cannot be accounted for, the unit must be removed from service and the test specified in 8.6.5.14.1 and 8.6.5.14.2 shall be made.									
Note: The tank fluid level should be kept at the permanently indicated level (Tank Reference Mark) with the car floor level at the bottom landing. Only approved hydraulic fluid should be used. Check with your KONE Supervisor for the approved fluid.									
Location of Hydraulic Fluid tank Reference Mark: For example, Sight Glass on front of tank or Tag on inside front left corner. Note any changes below.									
All work performed must be Initialed and Dated. All Initials must match those in the Technician Signature List.									
Month/Day	No Change	Source of Added Fluid		Source of Loss		Reason for adding or removing fluid to the system. Provide comment below if Tank Reference Mark has changed. Explain from where the fluid is leaking.	Amount added, including fluid recycled from leakage collection containers or pans	Fluid Level in Tank to Reference Mark.	Initials
		New Fluid added to the system	From leakage collection containers or pans	System leaks or removal	Unknown		☐ Gallons or ☐ Liters	☐ Inches or ☐ Millimeters	
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5) Section 3 – Task 3**Task 3 – Additional Services and Contract Exclusions**

This task includes labor, parts and materials not included in Tasks 1 and 2.

a) Contractor shall not be responsible for the following:

- 1) Repairs, callbacks, modifications, adjustments, or replacement required because of negligence, accident, vandalism, or misuse of the equipment by anyone other than Contractor, its employees, servants or agent, or other causes beyond the Contractor's control except ordinary use and wear.
- 2) Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, car finish floor material, hoistway and car entrance frames, car or hoistway sills, signal fixture faceplate surfaces, cleaning of car interiors, and cleaning of the portions of sills visible when the doors are open.
- 3) Mainline and auxiliary disconnect switches, fuses, and feeders to control panels. Excludes jack casing and underground piping.
- 4) Lamps for car, machine room, hoistway and pit illumination. Contractor shall replace pit lamps if such items are provided by JWA.
- 5) Smoke and heat sensors and related life safety equipment.
- 6) Standby power generators and associated contacts and relays and wiring to the elevator machine rooms (exclusive of wiring connections to elevator controller).
- 7) Building paging/communication systems, including consoles, panels and wiring to junction box on elevator controllers. However, Contractor shall maintain paging system and emergency telephone equipment and speakers in the cars and wiring from each such speaker to the machine room junction boxes.
- 8) Failure or fluctuations of property electric power, air conditioning, or humidity control.
- 9) Ingress by water or other material into machine room, hoistway, car enclosure, or pit.
- 10) Access Control Equipment, Software, Hardware, Programming:
 - (1) Exclusive of elevator traveling cables.
 - (2) Termination points within elevator systems in control room and car.
- 11) Upgrades to 3rd Party Control/Dispatching systems (upgrades to KONE control and dispatching systems is included in Task 2).
- 12) Below ground hydraulic cylinders and piping.
- 13) Contractor is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related

necessary repairs or component replacements on the equipment. If additional work is necessary, Contractor will provide a separate proposal or recommendation for such work.

14) Refinishing, repairing, replacing or cleaning balustrades, pits, pans; sideplate devices; decks; skirt panels; anti-slide devices; brushes; guards and damage or deterioration to skirt deflector brushes. Contractor is not obligated to perform an escalator cleandown, or do any work to bring the equipment in compliance with the escalator step/skirt performance index or loaded gap values required by code. JWA will use the escalators for the sole purpose of transporting passengers.

15) Special on-site spare parts inventory.

16) Special services and reports outside of Contractor's standard reporting capabilities.

17) Obsolescence:

- (1) Definition of Obsolescence: A system, component, or part that is no longer repairable, re-buildable, supported, manufactured, available in-stock or supplied by the OEM, non-OEM elevator/escalator systems parts supplier or other third-party parts supplier or fabricator in the same form, fit and function.
- (2) Contractor must submit claims of obsolescence, including justification, to JWA for review and approval.

b) Additional Task 3 Conditions:

1. Labor costs differential for overtime or holiday pay.
2. Travel time for after-hours callouts shall be capped at 1 hour.
3. Contractor will remove keys from the pit at no charge when Contractor is onsite. If Contractor is not onsite at the time of the call for service, we will respond normally under Task 3 conditions.
4. Service calls, repairs and/or replacement in response to unforeseen or unanticipated incidents listed in section 1 above.

c) Compensation: Contractor will be reimbursed on a time and materials or lump sum basis per the Task Order. Emergency services and response will be reimbursed on a time and materials basis.

d) Clarification for Fujitec equipment only: Due to the extremely proprietary nature of this brand of equipment and lack of technical information available from the manufacturer, we cannot guarantee timely resolution of technical problems related to proprietary parts, hardware and/or software only available from the manufacturer. For troubleshooting this equipment the following requirements will have to be met; the customer to procure a technical customer tool directly from Fujitec (if already in possession, the tool needs to be made available to Kone) and agreement that the customer will contact, contract and pay directly to Fujitec for any services that require proprietary technical intervention.

III. Additional Contract Conditions and Clarifications:

1. Personnel and Experience Requirements:

- The Contractor shall use only skilled, competent, trained elevator, escalator, chairlift and platform lift personnel having a minimum experience of five (5) years in maintaining elevator, escalator, and chairlift and platform lift systems similar to those at JWA.
- Must have experience maintaining Westinghouse, Schindler, Fujitec, Motion Control Engineering, and Cemco Elevators, Elevator equipment rooms, as well as Otis and Schindler Escalators similar to those at JWA.
- Contractor must have Service Mechanics specifically trained and experienced in the repair and maintenance of equipment similar to the type located at JWA.
- Within 30 days of Contract execution the Contractor shall provide a list the names of the employees that will be responsible for this contract, their function in the company, their title and number of years of service with the Contractors' firm. Contractor must also assign the following dedicated staff: Project Manager, Field Supervisor, Account Representative, and Office Administrator.

2. Local Facility:

- Contractor shall have a local facility to service JWA. Include a listing of offices with addresses that will service each JWA campus. Also, location of main offices nationally.
- The Contractors' service facility shall be equipped with spare parts as herein after specified under "Spare Parts." All service vehicles/trucks must be equipped with an inventory of commonly used spare parts.

3. Badging, Security and Escorts:

- Unless otherwise approved, Contractor will keep sufficient, appropriate staff properly badged and available to access applicable areas of the Airport and escort staff as required to complete the Scope of Services under this Contract.
- All Contractor staff working under this contract must be either properly badged or escorted by a badged staff.
- Escorts:
 - Can escort a maximum of five people.
 - Must be within 100 feet of all people being escorted AND be able to always maintain positive control (visual and verbal control) with every person under escort while in secure areas.
- Contractor shall be responsible and accountable for all applications, signatory, badge audits, costs, fees, renewals. Additional information can be found at the following locations:
 - Airport ID Badging - <https://www.ocair.com/businessandemployment/badging>
 - Airport Rules and Regulations - <https://www.ocair.com/aboutjwa/rulesandregulations/default>

4. Uniforms:

- Contractors must wear company uniforms with the company name permanently affixed (logo, patch, stitching, etc.), and legible at all times while working at the Airport under this contract (Uniform may be as simple as a t-shirt or yellow Personal Protective Equipment (PPE) vest with the company logo).

5. Vehicles:

- Contractor vehicles must have the company name and phone number legible and visible on the vehicle while the vehicle is on the Airport for this contract.

6. Permits:

- Contractor shall obtain and pay for all permits and licenses incidental to the work or made necessary by its operations and pay all costs incurred by the permit or license requirements.

7. Crime Reporting:

- Immediately report all occurrences of vandalism or other damage to JWA's Project Manager and Airport Police Services Control Center at (949) 252-5000.

8. Safety:

- Contractor is responsible for complying with all local, state and federal safety and occupation health requirements.
- The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the contract. The Contractor shall take all necessary precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to persons, properties, equipment and vehicles.
- Contractor will provide and maintain a safe and healthful workplace for employees. Title 8, of the California Code of Regulations (CCR), requires every California employer to have an effective Injury and Illness Prevention Program in writing that must be in accordance with Title 8 CCR Section 3203 of the General Industry Safety Orders.
- The Contractor shall, within fourteen (14) calendar days of contract award, submit its own detailed safety and protection plan/program that shall comply with all safety, environmental protection, property protection and health provisions of the Contract.

Contractor will:

- Adhere to JWA's safety and security standards by having all equipment, tools, and materials in the technician's immediate possession at all times.
- Remove and properly dispose of all trash and debris generated from its operations prior to the end of each workday at Contractor's expense. County trash dumpsters shall not be used for this purpose.

- Implement safety precautions at all times for the protection of persons, including employees and property. The safety provisions of applicable laws and building and construction codes shall be observed. Work, materials, and equipment used shall comply with OSHA requirements, and federal state safety orders.
- Take proper safety and health precautions to protect work, workers, public, property, and property of others. Contractor shall continuously maintain adequate protection of all its work from damage and shall protect County's property from injury or loss arising in connection with this Contract.
- Maintain JWA's safety and security standards by having all equipment, tools, and materials in the mechanic's immediate possession at all times.
- Provide and place all necessary safety and traffic control (delineation) equipment required to protect its employees, the public and surrounding areas.
- Identify and advise County Project Manager or designee, in writing, of any additional maintenance or repair work necessary to maintain the safe and efficient operation and extend the useful life of the equipment
- All work performed under this contract shall be performed in such a manner as to provide maximum safety to the public. The County reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

9. Hazardous Conditions:

- The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from his/her operations. Any hazardous condition noted by the Contractor, which is not a result of its operations, shall be immediately reported to the County.
- The County reserves the right to inspect all areas for safety violations at its discretion, direct the Contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.
- In the event that the County should elect to stop work because of any type of existing safety hazards after the Contractor has been notified and provided ample time to correct, the Contractor shall bear all costs for eliminating the hazard(s) and shall not be granted compensation for the work stoppage. The Contractor shall pay all additional expenses.

10. Reflective Garments:

- Reflective garments meeting ANSI 107-2010, Class 2 or better must be worn at all times while on-site. Reflective garments must:
 - Be worn as the outside layer at all times while on duty.
 - Must be clean and in good condition.
 - Be consistent – all staff must have similar colors and styles.
 - Be clearly marked with the Contractor's name, legible from a minimum of 10 feet away.

11. Environmental:

- Contractor agrees to accept full responsibility for all applicable environmental laws, rules regulations, restrictions, and ordinances relating to hazardous materials generated or used by the Contractor in the performance of this contract. Contractor shall comply with all such environmental laws, rules and regulations, including, but not limited to, those applicable to:
 - Perform remediation as it occurs. Contractor agrees that it shall be responsible for the clean-up, removal and remediation of any hazardous materials or contamination caused by Contractor or agents.
 - Volatile Organic Chemical (VOC) - The Contractor shall use on the job site only chemicals and cleaning products that do not exceed the national VOC limitations rule(s) published by the U.S. Environmental Protection Agency (EPA).
 - Disposal - All debris (rubber, paint chips, trash, sweeping spoils and reclaimed fluids) shall be removed from airport property and disposed of properly at an offsite location in accordance with the latest local, State and Federal requirements.

12. Task Orders:

- For all On-Call/As Needed work completed under Task 2, JWA will generate a Task Order (TO) for work. The TO will be issued prior to the start of work.
- Task Order format and process will be mutually agreed upon between JWA and the Contractor.

13. Daily:

- Unless otherwise approved by the JWA Project Manager, Contractors must complete the following for each day or shift they are on site:
 - Complete and submit a daily log to JWA Service Desk for every day or shift the Contractor is completing work, on-site, under this contract.
 - Check-in with JWA Service Desk when arriving at the Airport. Check out with the Service Desk when leaving the Airport.
 - Check-in and out details should be included on the Daily Log.

14. File Sharing:

- Contractor shall provide online file sharing in a manner that is mutually acceptable JWA and Contractor.

15. Record Keeping and Computerized Maintenance Management System (CMMS):

- Contractor shall utilize JWA's Computerized Maintenance Management System (CMMS) or a similar system mutually agreeable to both JWA and Contractor.
- Maintenance Service Records: The Contractor shall:

- Maintain a complete electronic record (by elevator, escalator, chairlift and platform lift) of all emergency callback, replacement, and repair work performed. This information shall be consolidated by the Contractor into an electronic monthly report to the JWA Representative. This monthly report shall indicate the elevator, escalator, chairlift and platform lift number, date work was performed, type of work (callback, replacement or repair), brief description of the work performed, man- hours expended and materials used.
- Provide and keep current suitable electronic check charts for each elevator, escalator, chairlift and platform lift. Upon completion of maintenance, the Contractor is to furnish an electronic report including check charts and log of arrival and departure times of the Contractor's employees according the standard as set forth. The electronic log shall contain column lines for date entry and column lines for description/extent of work performed.
- Maintain an electronic log of all call back records. On a semi- annual basis, the Contractor shall submit an electronic copy to the user agency in the form of a line graph that show the trend in callbacks.
- Shall keep the elevator, escalator, chairlift and platform lift maintained to operate at the original contract speed, keeping the original performance time, including acceleration and retardation as designed and installed by the manufacturer. The door operation shall be adjusted as required to maintain optimum door opening and door closing times, within legal limits.
- Maintain a complete set of records of all performance, maintenance, and repairs for each Elevator and Escalator located at JWA.
- Make available and submit all records to County Project Manager within five (5) working days after request.
- Submit one (1) complete set of records within the last 30 days of the Contract. Final payment will be withheld until that complete set of records is submitted.
- Maintain the construction drawing/schematic records and the service/repair records for each Elevator and Escalator during the entire term of the Contract.
- Not remove or duplicate or disseminate the information contained in these records without the express written approval of County Contract Supervisor.
- Be aware that all records shall be the property of the JWA.
- Maintain JWA's complete set of schematics in good condition with any modifications noted.
- Continuously modify drawings reflecting any changes or modifications to circuits resulting from control modifications, parts replacement, equipment, and upgrades made by the Contractor during the term of this CONTRACT. The drawings shall be in "as-built" conditions.

- Be aware that if the Contract is terminated, JWA will withhold final payment until the proper set of wiring diagrams and drawings are provided.

16. Communications Equipment:

- The Contractor must ensure that all on-site staff have sufficient communication devices and can be reached, while on-site, at all times.

17. Equipment, Tools and Machines:

- Work may be restricted in cases of poor weather, high winds, low visibility or other conditions, as determined by the Airport.
- Failure to provide the required level of necessary equipment and manpower resources, all of which must be in functional working order, will be considered as contract performance deficiency. The Contractor shall take immediate action to correct the deficiency.

18. Telephone Services:

Contractor shall:

- Provide and maintain a telephone answering system during normal working hours.
- Provide a list of contact names and phone numbers available for emergency repairs and Callbacks 24 hours a day, seven (7) days a week, and 365 days a year to County Project Manager and JWA Service Desk within three (3) business days following request.

19. Response Times:

- Provide Emergency Repairs: Contractor shall acknowledge requests for emergency service placed by JWA no more than fifteen (15) minutes after request was received. Contractor shall arrive onsite to perform work no more than one (1) hour after acknowledging request for emergency service.
- Contractor shall acknowledge requests for response to trouble calls or callback coverage placed by JWA no more than fifteen (15) minutes after request was received. Contractor shall arrive onsite to perform work no more than two (2) hours after acknowledging request for these services.
- Contractor shall:
 - Contact JWA Service Desk at (949) 852-4004 within fifteen (15) minutes of an initial Trouble Call for verification (Trouble, emergency and corrective calls and repairs will be reimbursed as an additional service).
 - Verify that the callback/trouble call was received.
 - State the estimated time of arrival (ETA) to Service Desk to the nearest fifteen (15) minutes.
 - Check in at JWA Service Desk upon arrival.
 - Check out applicable keys from County Sheriff following the sign in process at the Service Desk.

20. Emergency Call Back:

- The Contractor shall provide emergency call back service for all elevator, escalator, chairlift and platform lifts under which the Contractor agrees to have an electronic workman report to the site of the emergency within time proposed in Price Sheet – Hourly Rates by Campus Location for such service by telephone or otherwise from the Agency Representative. This emergency callback service shall be limited to minor adjustments or repairs to provide uninterrupted elevator, escalator, chairlift and platform lift services. Emergency callback service shall be performed as part of this Contract without additional charge, during normal hours. The Contractor shall provide names and telephone numbers of the persons to be contacted.
- 24/7 callbacks are included in Task 2.

21. Warranty Requirements for the Contractor:

- Contractor shall warrant all labor and materials, transportation, delivery, or returned goods (when necessary) used in the completion of work for a period of 90 days (or in accordance with manufacturer's warranty if longer) after completion of the repairs.
- Warranty period shall start upon the acceptance of the labor and/or parts and materials by County Project Manager.

22. Inspection Requirements:

Contractor shall:

- Be subject to the inspection and approval of County Project Manager or designee prior to approval for monthly payment.
- Task 2 includes all required State permitting and inspections.
- Be subject to incidental inspections based on validated customer complaints.

23. Permit Requirements:

- Contractor shall complete all necessary steps (applications, filing, inspections, etc.) necessary to acquire, obtain and display (and file) all permits in accordance with all local, state and federal requirements.

24. Parking:

- JWA will provide close-in, curbside parking on the lower roadway at no cost to the Contractor whenever possible.

25. Loss, Damage, and Delay Requirements:

- Contractor shall not be held responsible for any loss, damage, detention, or delay caused by strikes, lockouts, labor troubles or disputes, fire, explosion, theft, earthquake, severe or unusual weather conditions, shortage of material or workers unavailability of material from usual sources, embargo, war, governmental order, acts of God, or by any other cause beyond our reasonable control.

26. References:

Contractor must be familiar with and comply with applicable rules, requirements and regulations, including, but not limited to:

- Airport ID Badging - <https://www.ocair.com/business/tenant-information/airport-badging-office/>
- Airport Rules and Regulations - <https://www.ocair.com/about/administration/airport-governance/airport-rules-regulations/>
- Safety Codes for Escalators ASME A17.1
- Safety Codes for Escalators ASME A17.2 1993
- Safety Codes for Escalators ASME A17.3 1994
- Safety Codes for Escalators ASME All 7.5
- Life Safety Code of the National Fire Protection Association (NFPA) No. 101 have and maintain, for the duration of this Contract, a reference library of information containing, (but not limited to):
 - National Electrical Code (NEC) of the National Fire Protection Association
 - NFPA No. 70
 - Fire Safety of Hoistway Entrances of the National Fire Protection Association (NFPA)
 - California's Accessibility Standards
 - Uniform Building Codes (UBC)
 - Inspector's Manual
 - Manufacturer's equipment maintenance schedules
 - Original manufacturer's lubrication specifications and schedules. Equipment schematics (motion and logic), and Layouts
 - Parts and assembly list
 - Basic information needed to properly test, adjust and maintain the equipment covered by this Contract.
- Contractor shall work in strict accordance with the manufacture's technical manuals, instructions and JWA requirements.
- Contractor shall comply with CAL OSHA requirements in maintaining current Material Safety Data Sheets while at JWA.

27. Spare Parts:

- The Contractor shall provide at the building a spare parts metal storage cabinet and metal containers for storage of waste and other flammable materials.
- Provide a secure parts cabinet within the JWA Terminal with a mandatory inventory including, but not limited to, the recommended spare parts inventory detailed in Task 1.
- In addition to the minor spare parts specified, the Contractor shall have available at all times, for immediate delivery and installation, sufficient supply of the following emergency spare parts for the repair of each elevator and escalator concerned.
- The cabinet shall be placed in an area designated by County Project Manager.
- No combustible materials or containers will be allowed to be stored at JWA.

28. Repair Classes and Downtime:

- Maintenance under this contract shall provide a constant, high-quality service to properly protect all elevator and escalator equipment from deterioration and to provide constant peak performance of all elevator, escalators, resulting in a minimum of down time for any portion of the system.
- When an elevator or escalator is shut down, a laminated sign shall be placed at each opening (where applicable) stating: "This elevator, escalator, chairlift and platform lift is being serviced. Please use Elevator, escalator, chairlift and platform lift No. " A record shall be maintained by the Contractor of non-emergency maintenance items in need of correction which come to his attention, and he shall provide this list to the designated JWA Project Manager for necessary corrective action during the Contractor's routine visits.
- No more than 50% of the elevators or escalators in a bank, or location may be out of service at one time for regular maintenance lubrication and servicing between the hours of 6:00 a.m. and 11:00 p.m. without specific written approval from the JWA Project Manager.
- The time of day that each elevator or escalator can be shut down for routine maintenance shall be scheduled with the JWA Project Manager to minimize the disruption caused by the elevator or escalator.
- If for any reason an elevator or escalator should be out of service for more than two (2) hours, the Contractor shall notify the JWA County Project Manger and the JWA Service Desk when the elevator or escalator was taken out of service, the reason why and what time the elevator, escalator, chairlift and platform lift is expected to be put back in service for proper and safe operation.

29. Invoicing:

Invoices shall be in a format mutually agreed upon between JWA and Contractor. Information requested by JWA includes:

- **Contractor Information:**
Firm name and address
Remittance address
Point of Contact
Point of Contact Phone #
Point of Contact email address
Contractor's Federal Taxpayer Identification Number
- **County Information:**
John Wayne Airport, County of Orange
Maintenance Division
Maintenance Division Contract Manager
Contract Manager Phone #
Contract Manager email address
- **Contract Information**
Master Agreement (MA) Number
Delivery Order (DO) Number (if there is one)
Work Order Number (if there is one)
Control Number/PO Number (if there is one)
Contract Term (Begin and End dates)
Total Contract Amount
- **Invoice General**
Invoice Number
Invoice Date
Invoice Period Covered
- **Scope Covered**
Date of Service Order
Short description of work completed
- **Finance**
Total Contract Amount
Total Amount Earned/Incurred
Amount Previously Requested
Amount Requested this Invoice
Unrequested Contract Balance
- **Details (depending on type of compensation)**
Labor Breakdown
Material and Equipment Breakdown
% Complete Product/service description, quantity, and prices
Sales tax, if applicable
Freight/delivery charges, if applicable
Total Requested

30. Compensation Caveats, Conditions and Clarifications:

- JWA reserves the right to negotiate a Task 3 Task Order (TO) on a basis of time and materials and execute the TO as a lump sum Task by mutual agreement with the Contractor.
- Unless it's an emergency, all work completed by the Contractor for reimbursement under Time and Materials must be approved in writing by the County Project Manager, or his/her representative, prior to any costs being incurred.
- The County will not be responsible for payment of any cost not accurately itemized.
- Except in the case of imminent safety or security concerns and response, all work under Task 3 will be as needed, upon request and subject to a mutually agreed upon Task Order.
- Unless it is an emergency, TO have must be approved by the JWA Project Manager (or alternative approved JWA representative) in advance on the work being done or costs being incurred.
- Work to mitigate and respond to an imminent safety or security concerns, for which processing and executing a Task Order prior to incurring costs is not reasonable, Contractor shall be reimbursed on a documented Time and Materials basis.
- It is the sole responsibility of the Contractor to provide sufficient documentation and justification to prove that the maintenance, repair or replacement is not routine or recurring and should be included in Task 3 compensation.

ATTACHMENT C PAYMENT/COMPENSATION

- 1. Compensation:** This is a firm-fixed fee and time and materials Contract between the County and Contractor for Elevator and Escalator Maintenance Services as set forth in Attachment B, "Scope of Work."

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles 3 and 15 of the County Contract Terms and Conditions.**

- 2. Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

A. Task 1 & 2

Fixed Cost Task 1 & 2		
Service	Monthly Cost	Annual Cost
Task 1 & 2*	\$47,680.26	\$572,163.12
Total Three-Year Cost		\$1,716,489.36

Unit Costs – Task 1 & 2			
Equipment ID	Equipment Type (Description)	Manufacturer	Monthly Cost
Escalators			
#1 ESC TERM A SINGLE DN	Escalator - Standard	Schindler 9300	\$ 2,490.92
#2 ESC TERM A DOUBLE DN	Escalator - Standard	Schindler 9300	\$ 2,490.92
#3 ESC TERM A DOUBLE UP	Escalator - Standard	Schindler 9300	\$ 2,490.92
#4 ESC TERM B SINGLE DN	Escalator - Standard	Schindler 9300	\$ 2,490.92
#5 ESC TERM B DOUBLE DN	Escalator - Standard	Schindler 9300	\$ 2,490.92
#6 ESC TERM B DOUBLE UP	Escalator - Standard	Schindler 9300	\$ 2,490.92
#8 ESC TERM C DOUBLE UP	Escalator - Standard	Schindler 9300	\$ 2,490.92
#7 ESC TERM C DOUBLE DN	Escalator - Standard	Schindler 9300	\$ 2,490.92
#9 ESC TERM C SINGLE DN	Escalator - Standard	Schindler 9300	\$ 2,490.92

Unit Costs – Task 1 & 2			
Elevators			
#1 ARRIVAL TO UNITED CLUB	Hydraulic - Passenger	Motion Control	\$ 903.79
#2 ARRIVAL TO AA CLUB	Hydraulic - Passenger	Motion Control	\$ 903.79
#3 BAG CLAIM 3 TO TICKET	Hydraulic - Passenger	Westinghouse	\$ 830.36
#4 BAG CLAIM 1 TO TICKET	Hydraulic - Passenger	Westinghouse	\$ 830.36
#5 SERV TUNNEL TO ARRIVAL	Hydraulic - Passenger	Westinghouse	\$ 830.36
#6 SE TUNNEL CLUB KITCHEN	Hydraulic - Passenger	Westinghouse	\$ 830.36
#7 LOADING/TRASH DOCK	Hydraulic - Passenger	Westinghouse	\$ 830.36
#8 TERMINAL A BOILER ROOM	Hydraulic - Passenger	Westinghouse	\$ 830.36
#9 GATE 15 RAMP TO DEP LV	Hydraulic - Passenger	Westinghouse	\$ 830.36
#10 N. COMMUTER HOLD ROOM	Hydraulic - Passenger	Westinghouse	\$ 830.36
#11 S. COMMUTER HOLD ROOM	Hydraulic - Passenger	Westinghouse	\$ 874.87
#12 INTERNATIONAL ELV CBP	Hydraulic - Passenger	Westinghouse	\$ 874.87
#13 PARKING STRUCTURE A1	Hydraulic - Passenger	Westinghouse	\$ 830.36
#14 PARKING STRUCTURE A1	Hydraulic - Passenger	Westinghouse	\$ 830.36
#15 PARKING STRUCTURE A1	Hydraulic - Passenger	Westinghouse	\$ 830.36
#16 PARKING STRUCTURE B2	Hydraulic - Passenger	Westinghouse	\$ 830.36
#17 PARKING STRUCTURE B2	Hydraulic - Passenger	Westinghouse	\$ 830.36
#18 PARKING STRUCTURE B2	Hydraulic - Passenger	Westinghouse	\$ 830.36
#19 PARKING STRUCTURE A2	Hydraulic - Passenger	Westinghouse	\$ 830.36
#20 PARKING STRUCTURE A2	Hydraulic - Passenger	Westinghouse	\$ 830.36
#21 PARKING STRUCTURE A2	Hydraulic - Passenger	Westinghouse	\$ 830.36
#22 BAG CLAIM 5 TO TICKET	Hydraulic - Passenger	Westinghouse	\$ 874.87
#23 GROUND TPT CTR GTC	Hydraulic - Passenger	Westinghouse	\$ 874.87
#24 TERM C EDS TO ROOF	Hydraulic - Passenger	Westinghouse	\$ 830.36
#25 PARKING STRUCTURE C	Traction - Passenger	Fujitec	\$ 1,252.11
#26 PARKING STRUCTURE C	Traction - Passenger	FUJITEC	\$ 1,252.11
#27 PARKING STRUCTURE C	Traction - Passenger	FUJITEC	\$ 1,252.11
#28 PARKING STRUCTURE C	Traction - Passenger	FUJITEC	\$ 1,252.11

*Task 1 & 2 Costs must remain unchanged and valid for the first three years of the contract term (Years 1, 2, and 3). If the contract is extended beyond three years, Unit Costs may be renegotiated for the subsequent contract term. In no event shall an agreed upon increase be greater than the Consumer Price Index for all urban consumers as issued by the Bureau of Labor Statistics of the U.S. Department of Labor in the Los Angeles-Long Beach-Anaheim area ("CPI"), reported each September (as measured by the increase in the CPI from September of the previous year to August of the present year).

B. Task 3 – Task 3 Scope will be completed on an as-needed basis through a combination of time and materials and lump sum Task Orders.

- Additional Work (Task 3): Any additional services not listed in the Contract must be approved by County's Project Manager or designee in accordance with Attachment "B", item Section 3 –Task 3.

Expenses:

- Contractor will add a **25%** mark-up on direct expenses.
- Total mark-up will not exceed **15%** of the total Task 3 costs incurred in any contract year.
- These percentage mark-ups will not increase over the life of this contract.

*Labor: Hourly Rates (shall include all labor, benefits, overhead and profit/loaded):

Task 3 - Labor Rates			
	Regular Working Hours	Overtime	Sunday/Holiday (Double Time)
Licensed Elevator Mechanic	\$366.63	\$623.27	\$733.26
Elevator Mechanic Helper	\$308.12	\$523.80	\$616.23
Licensed Elevator Adjustor	\$401.68	\$682.86	\$803.36

- NORMAL HOURS: Monday-Friday, 8:00 am - 5:00 pm.
- OVERTIME: Monday - Friday outside of normal working hours and Saturday.
- SUNDAYS/HOLIDAYS: Sundays and IUEC Local Union recognized holidays.

*Task 3 Labor rates listed above must remain unchanged and valid for the first three years of the contract term (Years 1, 2 and 3). If the contract is extended beyond three years, Units Costs may be renegotiated for the subsequent contract term. Labor rates for years 4 and 5, if renewed, will be based on final negotiated rates in the Master Contract and may be subject to approval by the County Board of Supervisors for 2030 and 2031. If there are no new negotiated rates for those years, rates will be negotiated based, in part, on union rates and the Consumer Price Index for all urban consumers as issued by the Bureau of Labor Statistics of the U.S. Department of Labor in the Los Angeles-Long Beach-Anaheim area ("CPI"), reported each September (as measured by the increase in the CPI from September of the previous year to August of the present year).

*Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour.

Task 3 - Additional Work – Cost Per Year:	\$502,836.88
Task 3 – Additional Work – Total Three-Year Cost:	\$1,508,510.64

Task 1, 2, & 3 - Total Contract Costs			
Service	Monthly Cost	Annual Cost	Three-Year Cost
Task 1 & 2	\$47,680.26	\$572,163.12	\$1,716,489.36
Task 3	N/A	\$502,836.88	\$1,508,510.64
Total Cost		\$1,075,000	\$3,225,000.00

Total Contract Amount Not To Exceed:	\$3,225,000.00
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3. **Price Increase/Decreases:** No price increases will be permitted during the term of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
 4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
 5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications, and parking while on County sites during the performance of work and services under this Contract.
 6. **Final Payment:** Final payment shall be issued based on the completion of the work as described in this Contract and County Project Manager accepts all the work and JWA issued badges are returned to Badging Office.
 7. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.
- Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.
- Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.
8. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
 9. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information (see Attachment B, Scope of Work, Section 29 – Invoicing):

- K. Contractor's name and address
- L. Contractor's remittance address, if different from 1 above
- M. Contractor's Federal Taxpayer ID Number
- N. Name of County Agency/Department
- O. Delivery/service address
- P. Master Agreement MA-280-26011605
- Q. Agency/Department's Account Number
- R. Date of invoice and invoice number

- S. Product/service description, quantity, and prices
- T. Sales tax, if applicable
- U. Freight/delivery charges, if applicable
- V. Total

Invoices and support documentation are to be forwarded to **(not both)**:

Mailed to John Wayne Airport
Attention: Accounts Payable
3160 Airway Avenue
Costa Mesa, CA 92626

OR

Emailed to AccountsPayable@ocair.com

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via and EFT Authorization Form. To request a form, please contact the DPA.