



AGENDA STAFF REPORT

ASR Control 21-000279

MEETING DATE: 04/27/21

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): 2

SUBMITTING AGENCY/DEPARTMENT: John Wayne Airport (Approved)

DEPARTMENT CONTACT PERSON(S): Barry A. Rondinella (949) 252-5183
Kevin B. Flynn (949) 252-6038

SUBJECT: Approve Contract for Elevator and Escalator Maintenance Services

CEO CONCUR Concur	COUNTY COUNSEL REVIEW Approved Agreement to Form	CLERK OF THE BOARD Discussion 3 Votes Board Majority
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Budgeted: Yes **Current Year Cost:** \$79,899 **Annual Cost:** FY 2021-22 \$958,784
FY 2022-23 \$958,784
FY 2023-24 \$878,885

Staffing Impact: No **# of Positions:** **Sole Source:** No

Current Fiscal Year Revenue: N/A

Funding Source: Fund 280: 100% **County Audit in last 3 years:** No

Prior Board Action: 04/23/2019 #33

RECOMMENDED ACTION(S):

1. Find that the project is Categorical Exempt from the California Environmental Quality Act (CEQA), Class 1 (Existing Facilities) pursuant to CEQA Guidelines Section 15301.
2. Authorize the County Procurement Officer or authorized Deputy to execute Contract with Kone, Inc. for Elevator and Escalator Maintenance Services, effective June 1, 2021, through May 31, 2024, in an amount not to exceed \$2,876,352.

SUMMARY:

Approval of this Contract enables John Wayne Airport to properly maintain and operate its elevators and escalators in a safe and efficient manner for the traveling public, tenants, staff and airport partners.

BACKGROUND INFORMATION:

John Wayne Airport (JWA) has 28 elevators and nine escalators located throughout the terminal building and parking structures. The oldest of these units in Terminals A and B and their associated parking structures were installed in 1990 as part of the original terminal construction. The newest units were installed in Terminal C and Parking Structure C in 2011 as part of the Airport Improvement Program. Elevators and escalators accessible to the public are heavily used during the Airport’s operational hours. The non-public access elevators used by security, maintenance and concession staff see constant use 24 hours a day. 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.

The last prior Board of Supervisors (Board) action on this subject was on April 23, 2019, where the Board awarded the final two years of a five-year contract to Pacific Coast Elevator Corporation for elevator and escalator maintenance at JWA.

Pursuant to Section 4.7-103 of the Contract Policy Manual, JWA utilized an OMNIA Partners cooperative agreement with Kone, Inc. for elevator services, repair, maintenance, inspection/testing, parts and modernization. The cooperative agreement was utilized due to it being both a time and cost saving procurement mechanism. Staff did not incur the hours and expense of a full Request for Proposals solicitation, as well as cost savings, as the hourly service rates in the cooperative agreement were already pre-negotiated between another government entity and Kone, Inc.

Utilizing the OMNIA Partners cooperative agreement, JWA staff engaged with Kone, Inc. and negotiated cost and scope details consistent with services for elevator maintenance and repair, inspection, testing, parts and modernization. The Contract is split into three task areas. Tasks One and Two involve a complete assessment and documentation of all airport elevator and escalator conveyance equipment and the regular servicing of that equipment. The annual cost for those tasks is \$494,256. Task Three items will be performed on an as-needed basis and cover unanticipated emergency services and support as well as equipment upgrades. The Task Three annual cost averages out to \$464,528 per year as needed.

Highlights of the contract include the installation of cellular communication sensors on JWA elevators and escalators to monitor equipment performance and status, predictive maintenance analysis resulting in equipment downtime reductions from data received by those sensors and access to the discounted/negotiated overtime service technician rates provided under the OMNIA Partners cooperative agreement.

Kone, Inc.’s local office is based in Cypress, CA, and has 80 technicians available on a 24 hours a day, seven days per week basis in the Southern California region. They have had a local presence for over 20 years, servicing multiple makes and models of elevators and escalators in both Los Angeles and Orange Counties.

JWA staff have conducted due diligence on the vendor. Reference checks were satisfactory and completed with Boeing, Anaheim Convention Center and Irvine Company. All of these references confirmed that Kone, Inc. provides consistent, reliable service and that the local team dedicated to this region is extremely responsive to service needs.

Contract Item	Per Year	Three-Year Term
Maintenance and Repairs	\$494,256	\$1,482,768
Additional Services (Unanticipated)	\$464,528	\$1,393,584
Total	\$958,784	\$2,876,352

The incumbent's Contract has a total annual amount of \$592,500. The annual Maintenance and Repair cost component of that contract is relatively the same as this proposed agreement. The significant difference in annual costs lies in the increase in additional services amount, which increased from \$37,000 annually to \$464,458 annually. This amount increased due to the Airport's equipment being very close to the end of its service life and the need to replace major service items in the event of equipment failure. This Additional Services component is a not-to-exceed amount and the full amount will not be spent unless needed.

COMPLIANCE WITH CEQA: The proposed project is Categorically Exempt (Class 1) from the provisions of CEQA, pursuant to Section 15301, because it consists of the repair and maintenance of existing public facilities including mechanical equipment, involving negligible or no expansion of use beyond existing.

FINANCIAL IMPACT:

Appropriations for this Contract are included in the FY 2020-21 Budget for Airport Operating Fund 280 and will be included in the budgeting process for future years.

The Contract referenced in this agenda item contains language that permits reductions or termination of the Contract immediately and without penalty if approved funding or appropriations are not forthcoming.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Subordinate Contract MA-280-21011287 with Kone, Inc.
Attachment B – Contract Summary Form

SUBORDINATE CONTRACT MA-280-21011287
FOR
ELEVATOR AND ESCALATOR MAINTENANCE SERVICES
BETWEEN
COUNTY OF ORANGE, JOHN WAYNE AIRPORT
AND
KONE, INC.

JOHN WAYNE AIRPORT
ORANGE COUNTY



**SUBORDINATE CONTRACT MA-280-21011287
WITH
KONE, INC.
FOR
ELEVATOR AND ESCALATOR MAINTENANCE SERVICES**

This Subordinate Agreement MA-280-21011287 for Elevator and Escalator Maintenance 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 (“County” or “JWA”), and **KONE, Inc.**, (“Contractor”), with a place of business at **One Kone Court, Moline IL, 61265**. County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

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

- Attachment A – Scope of Work
- Attachment B – Payment/Compensation
- Attachment C – University of California Purchasing Agreement 2019.001564

RECITALS

WHEREAS, the University of California has partnered with OMNIA Partners to make available University of California Purchasing Agreement 2019.001564 with KONE, Inc. (the “Master Contract”) effective October 1, 2019 through September 30, 2024; and,

WHEREAS, the Master Contract is made available to participating public Agencies through OMNIA Partners; and,

WHEREAS, the Parties desire to enter into Subordinate Contract MA-280-21011287 for Elevator and Escalator Maintenance Services, effective June 1, 2021 through May 31, 2024, for a Total Contract Amount Not To Exceed \$2,876,352.00 (the “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, incorporated herein by this reference; and,

WHEREAS, the County Board of Supervisors has authorized the Deputy Purchasing 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:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.
Deliverable(s) means tangible and intangible information, material, equipment and/or assets that must be provided by Contractor to County under the terms of this Contract, including any other items as set forth in Attachment A, Scope of Work.

ARTICLESGeneral Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the

goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees. All proprietary and intellectual property rights to the equipment, any drawings, technical documentation and software shall remain solely with Contractor.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** 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.

Compliance with Nondiscrimination Requirements: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- 1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
- 2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- 4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by 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.
- 5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 1. 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);
- 2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- 3. 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);
- 4. 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;
- 5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- 6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 12. 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).
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers’ compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses

required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

- O. **Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1. In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2. Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage

Minimum Limits

Commercial General Liability
Including Products & Completed Operations

\$5M occurrence/\$5M aggregate

Automobile Liability
(owned, hired, non-owned)

\$1M per occurrence

Workers' Comp/Employer's Liability

Statutory/\$1M occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange, its elected and appointed officials, officers, employees and agents* as Additional Insureds, or provide blanket coverage, which will state *As Required by Written Contract*.
2. A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, employees and agents*, or provide blanket coverage, which will state *As Required by Written Contract*.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the County may suspend or terminate this contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation. If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this contract which shall be mutually agreed upon. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor’s staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor’s expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph “Z” below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Reserved**
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney’s fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless

from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

- AA. **Audits/Inspections:** Contractor agrees to permit the County’s Auditor-Controller or the Auditor-Controller’s authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor’s records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor’s records pertaining to this Contract shall be forwarded to the County’s Project Manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County’s Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.
- DD. **Escalator Technical Survey:** 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. Contractor’s price and obligations under this agreement are subject to a technical survey to be performed within 90-days of the effective contract start date. If a safety hazard or code violation is identified during Contractor’s technical survey, County will immediately remove the unit from service until repairs are performed. 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.

EE. **Hazardous Material:** Notwithstanding anything contained to the contrary within this agreement, Contractor's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM) or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Contractor shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for Contractor to perform its work shall be the County's sole responsibility and expense.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract and its Attachments specifies the contractual terms and conditions by which the County will procure Elevator and Escalator Maintenance Services from Contractor as further detailed in Scope of Work, incorporated and identified herein by this reference as "Attachment A".
2. **Term of Contract:** The initial term of this Contract shall become effective June 1, 2021 and shall continue for three years, unless otherwise terminated as provided herein. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for Two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewals are contingent upon renewal of University of California Purchasing Agreement 2019.001564.
4. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County assigned Deputy Purchasing Agent, shall require the mutual consent of all parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

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 Purchasing Agent.
6. **Airport Security:** Contractor, Contractor's employees and Contractor's subcontractors must complete a background clearance SIDA class in order to obtain an I.D. badge.
 - A. **Badge Acquisition:** Prior to issuance of a security badge(s), designated Contractor personnel who shall be working on-site at JWA terminal, and engaged in the performance of work under this Contract must pass JWA's screening requirements, which include an F.B.I. background investigation (fingerprinting) and Security Threat Assessment (STA) (estimated fee is \$29.00 for fingerprinting and \$11.00 for STA per person.). It may take up to two weeks to obtain clearance. Contractor's designated personnel shall need to take a 2-hour SIDA training class at JWA and pass the written test (estimated fee is \$10.00 per person). Contractor shall be responsible for all costs associated with the background checks, and abide by all of the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

Contractor's designated personnel must successfully complete the badge acquisition within 14 days of Contract execution, unless other arrangements have been coordinated by County Project Coordinator or designee in writing.

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

C. 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 badge 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 Coordinator 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. Americans with Disabilities Act (ADA): Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

- 8. **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.

- 9. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "Z" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

- 10. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - 1) Terminate the Contract immediately, pursuant to Section K herein;
 - 2) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - 3) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - 4) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

- 11. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

- 12. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

- 13. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
- 14. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

- 15. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
- 16. **Contractor Personnel – Uniform/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor’s employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be work at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

- 17. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
- 18. **Default – Reprourement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

19. **Disputes – Contract:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
2. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or termination for convenience as stated in section K herein.

20. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization’s policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company’s drug-free policy statement; and
 - b. Will agree to abide by the terms of the company’s statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
21. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm.

22. **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.
23. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall

not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

- 24. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

- 25. **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.

- 26. **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.

- 27. **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.

- 28. **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.

- 29. **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.

- 31. **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.

- 32. **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

Purchasing 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: Kevin Vogelsinger
11165 Knott Ave. Ste. B
Cypress, CA 90630
Phone: (714) 713-9513
Email: Kevin.Vogelsinger@kone.com

County's Project Manager: JWA/Maintenance
Attn: Adam Barbaro, Project Manager
3180 Airway Avenue
Costa Mesa, CA 92626
Phone: (949) 852-4045
Email: ABarbaro@ocair.com

cc: JWA/Procurement
Attn: Maria Albelo, County DPA
3160 Airway Avenue
Costa Mesa, CA 92626
Phone: (949) 252-5175
Email: MAbelo@ocair.com

- 33. **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.
- 34. **Order Dates:** Orders may be placed during the term of the Contract even if delivery may not be made until after the term of the Contract. The Contractor must clearly identify the order date on all invoices to County and the order date must precede the expiration date of the Contract.
- 35. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
- 36. **Prevailing Wage (Labor Code §1773):** Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor

shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

- 37. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County’s project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County’s project manager shall have the right to require the removal and replacement of the Contractor’s project manager and key personnel. The County’s project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County’s project manager. The County’s project manager shall review and approve the appointment of the replacement for the Contractor’s project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

- 38. **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.

- 39. **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.

- 40. **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.

- 41. **Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

- 42. **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.

43. **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.

44. **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.

45. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract

any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

- 46. **Substitution:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
- 47. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
- 48. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
- 49. **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.

Signature Page

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

KONE, Inc.*

Jeff Blum Jeff Blum SVP, West 4/1/21
Signature Name Title Date

Trish Pritchard Trish Pritchard Asst. Secretary March 31, 2021
Signature Name Title Date

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

Signature Name Title Date
Deputy Purchasing Agent

APPROVED AS TO FORM:

County Counsel

By: [Signature]
Deputy

Name: Mark N. Sanchez

Date: 4-1-21

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

**ATTACHMENT A
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. The oldest of these units in Terminals A and B and their associated parking structures were installed in 1990 as part of the original terminal construction. The newest units were installed in Terminal C and Parking Structure C in 2011 as part of the Airport Improvement Program. Elevators and escalators accessible to the public are heavily used during the Airport’s operational hours. The non-public access elevators used by security, maintenance, and concession staff see constant use 24 hours a day. 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 Controller	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	Otis Escalators	Terminal A
3	Otis 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 not be limited to:

- (a) Type of Equipment (elevator / escalator) – Manufacturer/ Model
- (b) Installation Year

- (c) Controller Manufacturer / Model
- (d) Hoist machine Manufacturer / Model / Yr. (Traction)
- (e) Power Unit – Manufacturer /Model / Yr.
- (f) Valve Manufacturer / Model
- (g) Door Operator Manufacturer / Model / Yr.
- (h) Location
- (i) Other relevant information (dates, serial numbers, barcodes, etc.) 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. Anticipated deliverable will be a matrix that includes (but not limited to) the following:

- (a) Part name, model, number, size, etc.
- (b) How many are currently in use
- (c) How often do they wear out or need replacement or repair
- (d) Lead time on ordering
- (e) Cost
- (f) Risk and recommendations for spare parts inventory

ii) Schedule: Must be completed with 90 calendar days of Notice to Proceed.

iii) Deliverables: Contractor shall provide:

- (1) One (1) hard copy, bound, tabbed, etc.
- (2) A CD or thumb drive

iv) Compensation – Included in Task 2 monthly fixed fee.

b) Assessment of Current Condition of Equipment

i) Scope:

Using the inventory developed in a. above, Contractor shall evaluate all elevators, escalators and relevant parts for status of current condition in order to identify pre-maintenance repairs, and to make recommendations for future repairs/modernizations.

ii) Assessment will include, but not be 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 with 90 calendar days of Notice to Proceed.
 - iv) Deliverables: Contractor shall provide:
 - (1) Three (3) hard copies, bound, tabbed, etc.
 - (2) A CD or thumb drive
 - 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.
- b) Site Specific Maintenance Requirements:
 - i) Maintenance work is priced to be completed on non-holidays, Monday through Friday between 6:00 a.m. and 2:30 p.m.
 - ii) Proposal is based on a technician being on site 30 hours per week, no more than 8 hours a day.
 - iii) Callback coverage within the scope is included 24 hours a day, 7 days a week including holidays.
 - iv) 24/7 Connected Services – Predictive maintenance service is included within this agreement. Contractor will install sensors on the elevator equipment at no additional charge.
 - v) 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.
 - vi) Maintenance schedule will be agreed upon with the technician, Contractor and JWA collectively and must follow IUEC guidelines.
 - vii) 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

- viii) Clean downs included for escalators every 24 months (2 years) (Note: Additional cleandowns 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:
 - i) When worn beyond normal adjustment limits.
 - ii) When necessary to ensure continued normal operation.
 - iii) When necessary to extend the useful life of the elevators or any of their components.
 - iv) When necessary to continue safe, dependable operation in accordance with ASME A17.1 and A17.2 Code.
 - v) When necessary to continue performance of the equipment in accordance with its original design.

- vi) When necessary to maintain the performance standards specified in this Agreement, including the elevator performance, smoothness, and quietness of operation.
 - vii) When more than one elevator / escalator requires repair, JWA Project Manager will consult with Contractor to establish priorities of accomplishment.
- i) Response Time:
- i) All emergency calls will have a telephone response time of 15 minutes and a one (1) hour response time.
 - ii) Contractor shall respond to all Trouble Calls and Callbacks requested by County Project Manager or designee within fifteen (15) minutes for phone response and 2 hours for arrival from the call initiation.
 - iii) 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.
 - iv) 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:
- i) 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 the JWA at all times.
 - ii) 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).
 - iii) 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.
 - iv) 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 Wok – 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 log book in each machine room very similar to the below examples. Each of the below tasks 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	Local Conveyance #
Escalator	

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 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 Category	Traction	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												
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(i)(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 #		Equipment Description	
Manufacturer			
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 #:											
<p>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).</p>													
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
	Initial and Date Completion in boxes below.												
	Phase I and II Keyswitch operation:												
	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.													
<p>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.</p>	Print Name			Signature				Initials					
	Print Name			Signature				Initials					
	Print Name			Signature				Initials					
	Print Name			Signature				Initials					

3. **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:

- i) 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.
- ii) 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.
- iii) Mainline and auxiliary disconnect switches, fuses, and feeders to control panels. Excludes jack casing and underground piping.
- iv) Lamps for car, machine room, hoistway and pit illumination. Contractor shall replace pit lamps if such items are provided by JWA.
- v) Smoke and heat sensors and related life safety equipment.
- vi) Standby power generators and associated contacts and relays and wiring to the elevator machine rooms (exclusive of wiring connections to elevator controller).
- vii) 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.
- viii) Failure or fluctuations of property electric power, air conditioning, or humidity control.
- ix) Ingress by water or other material into machine room, hoistway, car enclosure, or pit.
- x) Access Control Equipment, Software, Hardware, Programming:
 - (1) Exclusive of elevator traveling cables.
 - (2) Termination points within elevator systems in control room and car.
- xi) Upgrades to 3rd Party Control/Dispatching systems (upgrades to KONE control and dispatching systems is included in Task 2).
- xii) Below ground hydraulic cylinders and piping.
- xiii) 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.

- xiv) 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.
 - xv) Special on site spare parts inventory.
 - xvi) Special services and reports outside of Contractor's standard reporting capabilities.
 - xvii) 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:
- i) Labor costs differential for overtime or holiday pay.
 - ii) Travel time for after-hours callouts shall be capped at 1 hour.
 - iii) 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.
 - iv) 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 address 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 250 feet of all people being escorted and able to verbally and visibly communicate with every person at all times 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 accord 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 OSA 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 his 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 with 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 is 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. Department of Industrial Relations (DIR) and Wage Rates:

- Project shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).
- All Contractors and subcontractors must comply with requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5.
- Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, County has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality from the Director of the Department of Industrial Relations for each craft, classification, or type of workman needed to execute the contract. Copies of the prevailing wage rates are on file at County's principal office. Copies may be obtained from the State Office, Department of Industrial Relations, or from the Department of Industrial Relations website: <http://www.dir.ca.gov>. Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. Additionally, Contractor shall comply with the provisions of Labor Code Section 1775 (Penalties for Prevailing Wage Violations) and 1813 (Forfeiture for Overtime Violations).
- All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.
- In the performance of this work Contractors, in addition to the above-noted Labor Code sections, shall also comply with the requirements of Labor Code Sections 1774 (Minimum Prevailing Wage Rates), 1776 (Payroll Records), 1777.5 (Employment of Apprentices), and 1815 (Working Hours).

13. 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.

14. 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.

15. File Sharing:

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

16. 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 Agency 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.

17. 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.

18. 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.

19. 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.

20. Response Times:

- Provide Emergency Repairs: Work required mitigating unforeseen equipment malfunctions or failures that present an immediate and significant danger to property and/or lives. (i.e. Entrapment shall be considered an emergency repair.) All emergency calls will have a telephone response time of 15 minutes and a one (1) hour response time. (Emergency repairs will be reimbursed as an additional service).
- Contractor shall respond to all Trouble Calls and Callbacks requested by County Project Manager within fifteen (15) minutes for phone response and 2 hours for arrival from the call initiation. Reimbursement for callbacks on a trouble, emergency or corrective calls and repairs will be reimbursed as an additional service. Non-routine/non-recurring repairs, replacements, emergency and corrective activities will be managed and addressed as an additional service. Contractor will not be reimbursed for callbacks on PMs that are included in the monthly fixed fee scope.
- 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. Parking:

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

26. 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.

27. 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/businessandemployment/badging>
- Airport Rules and Regulations - <https://www.ocair.com/aboutjwa/rulesandregulations/default>
- 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.

28. 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 items listed below.
- 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.

29. 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 6:00AM 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.

30. 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 or Purchase Order Number
 - Delivery Order Number (if there is one)

Work Order Number (if there is one)
Control Number (if there is one)
Contract Term (Begin and End)
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

31. Compensation Caveats, Conditions and Clarifications:

- The total annual NTE contract amount for all three years is \$2,876,352 or an average of \$958,784 per year.
- 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.
- Any unused balance in the annual Task 3 contract budget will carry-over and be available for use in subsequent contract years.
- 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 Service Desk (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.

32. KONE 24/7 Connected Services

- Contractor will be installing wireless devices with sensors on the door equipment, cartop and machine room (machine room is hydro only). The sensors provide continuous data to the cloud which is analyzed by IBM Watson. The data is compared against thousands of other similar elevators and the AI system uses this data to predict abnormalities in the operation. Any issues are categorized into three separate urgency levels and communicated to Contractor through the KONE task order system.

**ATTACHMENT B
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 A, "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 C and P 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*	\$41,188.00	\$494,256.00
Total Three Year Cost		\$1,482,768.00

*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, Units Costs may be renegotiated on an annual basis. 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.

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):

YEAR	NORMAL HOURS	OVERTIME	SUNDAYS / HOLIDAYS
LICENSED MECHANIC			
2021	\$235	\$399	\$469
2022	\$235	\$399	\$469
2023	\$243	\$412	\$484
2024	\$250	\$425	\$500
MECHANIC HELPER			
2021	\$197	\$335	\$394
2022	\$197	\$335	\$394
2023	\$203	\$346	\$407
2024	\$210	\$357	\$420
ADJUSTER			
2021	\$257	\$437	\$515
2022	\$257	\$437	\$515
2023	\$265	\$451	\$531
2024	\$274	\$466	\$549

*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 on an annual basis. Labor rates for years 4 and 5, if awarded, will be based on final negotiated rates in the UC/Omnia contract for 2024, 2025 and 2026. If there are no new negotiated UC/Omnia rates for those years, they 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.

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 "A", Section 3, item Section 3 –Task 3.

Task 3 - Additional Work - Per Year: **\$464,528.00**

Total Contract Amount Not To Exceed: **\$2,876,352.00**

- Price Increase/Decreases:** No price increases will be permitted during the first 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.
- 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 A, Scope of Work, Section 30 – Invoicing):

- A. Contractor's name and address
- B. Contractor's remittance address, if different from 1 above
- C. Contractor's Federal Taxpayer ID Number
- D. Name of County Agency/Department
- E. Delivery/service address
- F. Master Agreement (MA) or Purchase Order (PO) number
- G. Agency/Department's Account Number
- H. Date of invoice and invoice number
- I. Product/service description, quantity, and prices
- J. Sales tax, if applicable
- K. Freight/delivery charges, if applicable
- L. 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.

**ATTACHMENT C
UNIVERSITY OF CALIFORNIA PURCHASING AGREEMENT 2019.001564**

(See Separate Attachment)

Contract Summary Form

Kone, Inc.

SUMMARY OF SIGNIFICANT CHANGES

This is a new contract for elevator and escalator maintenance services with Kone, Inc.

SUBCONTRACTORS

This contract allows for subcontracting with John Wayne Airport’s consent pursuant to Attachment B, Section B, Fees and Charges within the contract amount for the term specified. Should the addition of a subcontractor impact the scope of work and/or contract amount, the department will bring the item back to the Board of Supervisors for approval.

This contract includes the following subcontractors or pass through to other providers.

Subcontractor Name No subcontractors will be used	Service(s) N/A	Amount N/A
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CONTRACT OPERATING EXPENSES

THREE YEARS CONTRACT TOTAL AMOUNT NOT TO EXCEED \$2,876,352

Description	Unit	Unit Cost	No. of Units	Total Annual Cost
Tasks 1 and 2	Monthly	\$41,188	12	\$494,256
Task 3	Monthly	\$38,711	12	\$464,528
Total Annual Amount				\$958,784
TOTAL THREE YEAR CONTRACT AMOUNT				\$2,876,352