NOTICE OF AWARD OF CONTRACT

TO: FJIITEC AMERICA, INC.  
9701 PHILADELPHIA COURT 
LANHAM, MARYLAND 20706  

DATE IssUED: JUNE 26, 2013  
CURRENT CONTRACT NO: 675-12  
CONTRACT TITLE: DES ELVATOR & ESCALATOR MAINTENANCE SERVICES

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on MARCH 31, 2017.

The contract documents consist of the terms and conditions of the standard form agreement including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

1) REFER TO PARAGRAPH 6 OF AGREEMENT NO. 675-12 (ATTACHED)

ATTACHMENTS:

1) REFER TO EXHIBIT A OF AGREEMENT NO. 675-12
2) REFER TO EXHIBIT B OF AGREEMENT NO. 675-12
3) REFER TO EXHIBIT C OF AGREEMENT NO. 675-12
4) REFER TO AMENDMENT NO. 1 OF AGREEMENT NO. 675-12
5) REFER TO EXHIBIT D OF AGREEMENT NO. 675-12

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: RAYMOND L. GIBSON  
TELEPHONE NO.: 713-690-1990

VENDOR PAYMENT TERMS: NET 30 DAYS

COUNTY CONTACT: RICHARD KRUMENACKER

EMAIL: KKRMENACKER@ARLINGTONVA.US

TELEPHONE NO.: 703-228-4395

CONTRACT AUTHORIZATION

Elizabeth Dooley, CPPO, CPB  
Assistant Purchasing Agent  

DATE: 6/24/13

DISTRIBUTION

VENDOR: 1  
BID FOLDER: 1
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 675-12

THIS AGREEMENT (hereinafter "Agreement" or "Contract") is made, on the date of execution by the County, between Fujitec America, Inc., 9701 Philadelphia Court, Lanham, Maryland 20706 ("Contractor"), a State of Delaware Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS
The contract documents consist of this Agreement, Exhibit A (Scope of Work), Exhibit B (Inventory of Equipment), and Exhibit C (Labor Rates) ("Contract Documents").

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the "Contract" or the "Agreement."

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide monthly preventive and corrective maintenance services for the elevators and escalators located in the County owned or operated facilities in order to ensure continuous operation of such equipment. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

3. CONTRACT TERM
The Work shall commence upon execution of the Agreement and the Work shall be completed no later than March 31, 2017 ("Contract Term").
4. **CONTRACT AMOUNT**

The Contractor agrees that the total monthly payment for all tasks described under this Agreement will not exceed ten thousand four hundred and sixty seven $10,467.00. ("Contract Amount") regardless of the number of hours spent in the performance of the tasks or the amount of reimbursable expenses previously approved by the County. No additional compensation will be paid for work within the scope of Work of the Contract. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Contract.

5. **CONTRACT PRICE ADJUSTMENTS**

The Contract Amount shall remain firm for first twelve (12) months of the Contract term. Any proposed modifications to the Contract unit price(s) for ensuing years shall be submitted by the Contractor to the Project Officer ninety (90) days prior to the anniversary date of the Agreement. Any price modifications shall be negotiated and approved by Arlington County in writing prior to new prices going into effect.

Increases in the contract amount for ensuing years shall not not exceed 3% or the percentage of change in the U.S. Department of Labor, Employment Cost Index, Table 6 (For total Compensation, Private Industry, by Bargaining Status, Not Seasonally Adjusted), Segment Union, Service-Providing Industries for the twelve (12) month period ending in September of each Contract Year whichever is lower.

If the Contractor and the County do not agree on a price using the procedure set forth above by the thirtieth (30th) day prior to the end of the then current Contract Term, the County will terminate the Contract. The Contract unit price(s) changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the remaining Contract Term.

6. **PAYMENT**

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice for work done which is reasonable and allocable to the Contract and which has been performed to the satisfaction of the Project Officer. Amounts on invoices shall not include amounts allocated to tasks (as shown in Exhibit A) on which no work has been done. The Contractor shall provide service tickets with all invoices referencing the County Purchase Order or Work Order number. The Project Officer will either approve the invoice or require corrections.

7. **PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County Department of Environmental Services. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

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8. ADJUSTMENTS FOR CHANGE IN SCOPE
The County may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the work or that the Contractor's services have been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided pursuant to the amendment.

9. ADDITIONAL SERVICES
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor, and a County Purchase Order is issued covering the expected cost of such services.

10. PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are

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permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

11. NON-APPROPRIATION
All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

12. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount, as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices set forth in this Contract.

13. COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such
a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

14. PROJECT STAFF
The County will, throughout the Initial Contract Term and any Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors pursuant to this section, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

15. SUPERVISION BY CONTRACTOR
The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

16. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each
subcontractor or vendor.

17. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

18. **DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

19. **SAFETY**

The Contractor shall work in a manner to protect its own employees, County employees, the public and the property.

The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one (1) on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or
experience, familiar with and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies, safety procedures, and proof of safety related qualifications applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of this Contract.

20. WARRANTY
The Contractor warrants to furnish the services described herein at the times and places and in the manner and subject to the conditions set forth. The Contractor shall enter upon and complete the performance of services with all due diligence and dispatch and shall exercise the highest degree of skill and competence.

All material provided to the County shall be fully guaranteed by the Contractor against manufacturing defects within the period of the manufacturer's standard warranty or for one (1) year whichever is more. The Contractor shall provide all manufacturer's warranties to the Project Officer upon completion of work. Such defects shall be corrected by the Contractor at no expense to the County.

All work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials, or inferior or faulty workmanship, or work not in accordance with the requirements of the Contract Documents for one (1) year from the date of final acceptance of the work by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance shall govern the effective date of the Guarantee, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing. The Contractor shall promptly correct any defective work or materials after receipt of a written notice from the County to do so. If the Contractor fails to proceed promptly or use its best efforts and due diligence to complete such compliance as quickly as possible, the County may have the materials or work corrected and the Contractor and its Sureties shall be liable for all expenses and costs incurred by the County. Nothing in this section shall be construed to establish a period of limitations with respect to other obligations the Contractor may have under this Contract.

21. UNSATISFACTORY WORK
If any of the work done, or material or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen
(15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the Initial Contract Term, any Subsequent Contract Term, and during any warranty or guarantee period. The County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefor.

22. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of
repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

23. TERMINATION FOR THE CONVENIENCE OF THE COUNTY
The performance of work under this Contract may be terminated by the County's Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

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24. **INDEMNIFICATION**

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the “County” for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor’s acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

25. **INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officials, boards, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.
26. OWNERSHIP AND RETURN OF RECORDS

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose the County’s data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County’s request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties, nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County’s request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County’s request, shall destroy all computer records created as a result of the County’s request for services pursuant to this Contract.

It is understood and agreed that the Contractor shall not be required to destroy its original or copies of Records it has executed or created itself, and these Records, except for Records unilaterally provided to the Contractor by the County, are not the property of the County.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

27. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and
any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

28. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

29. COUNTY EMPLOYEES
No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

30. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform or for delay in performing the duties and responsibilities imposed by this Contract if such failure or delay is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor’s then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

31. AUTHORITY TO TRANSACT BUSINESS
The Contractor shall pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of the County.

32. RELATION TO COUNTY
The Contractor is an independent contractor and neither the
Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

33. **ANTITRUST**
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under this Contract.

34. **REPORT STANDARDS**
Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

35. **AUDIT**
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during
this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

36. ASSIGNMENT
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

37. AMENDMENTS
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

38. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

39. DISPUTE RESOLUTION
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

40. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.
41. ARBITRATION
It is expressly agreed that nothing under the Contract shall be
subject to arbitration, and any references to arbitration are
expressly deleted from the Contract.

42. NONEXCLUSIVITY OF REMEDIES
All remedies available to the County under this Contract are
cumulative, and no such remedy shall be exclusive of any other
remedy available to the County at law or in equity.

43. NO WAIVER
The failure of either party to exercise in any respect a right
provided for in this Contract shall not be deemed to be a subsequent
waiver of the same right or any other right.

44. SEVERABILITY
The sections, paragraphs, sentences, clauses and phrases of this
Contract are severable, and if any phrase, clause, sentence,
paragraph or section of this Contract shall be declared invalid by a
court of competent jurisdiction, such invalidity shall not affect
any of the remaining phrases, clauses, sentences, paragraphs and
sections of this Contract.

45. NO WAIVER OF SOVEREIGN IMMUNITY
Notwithstanding any other provision of this Contract, nothing in
this Contract or any action taken by the County pursuant to this
Contract shall constitute or be construed as a waiver of either the
sovereign or governmental immunity of the County. The parties
intend for this provision to be read as broadly as possible.

46. SURVIVAL OF TERMS
In addition to any numbered section in this Agreement which
specifically state that the term or paragraph survives the
expiration of termination of this Contract, the following sections
if included in this Contract also survive: INDEMNIFICATION;
RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT;
COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY;
CONFIDENTIAL INFORMATION; AND DATA SECURITY.

47. HEADINGS
The section headings in this Contract are inserted only for
convenience and are not to be construed as part of this Contract or
a limitation on the scope of the particular section to which the
heading precedes.

48. AMBIGUITIES
Each party and its counsel have participated fully in the review and
revision of this Agreement. Any rule of construction to the effect
that ambiguities are to be resolved against the drafting party shall
not apply in interpreting this Agreement. The language in this
Agreement shall be interpreted as to its fair meaning and not
strictly for or against any party.
49. NOTICES
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Roy Chapman, Branch Manager
Fujitec America, Inc.
9701 Philadelphia Court
Lanham, Maryland 20706

TO THE COUNTY:

Richard Krumenacker, Project Officer
Arlington County, Virginia
Department of Environmental Services
Facilities Management Bureau
1400 North Uhle Street, Suite 602
Arlington, Virginia 22201

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

50. NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

51. INSURANCE REQUIREMENTS
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
b. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.

e. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice, ten (10) days for non-payment has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor’s notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

f. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor’s receipt of final payment.

g. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the
Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County. In addition to the foregoing, the Contractor shall be in compliance with its insurance obligations as regards deductibles, self-insured retentions, and financial capacity if it maintains a large, managed deductible insurance program with deductibles secured by any letters of credit on commercial banks as may be required by its blanket company insurers in amounts negotiated between the Contractor and such insurers.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.
WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]
NAME AND RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 5/8/12

Fujitec America, Inc.
Fujitec North America, Inc.

TAXPAYER ID: 22-2190686
AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: Raymond L. Gibson, CEO
DATE: 5/10/2012
AGREEMENT NO. 675-12
EXHIBIT A

SCOPE OF WORK

GENERAL REQUIREMENTS
The Contractor shall perform monthly maintenance service on all equipment indicated in Exhibit B using skilled maintenance personnel under Contractor's supervision. The Contractor shall employ all reasonable care to see that the equipment is maintained in proper operating condition.

A monthly service schedule shall be provided to the County for approval one week prior to the month of service.

1. EXTENT OF COVERAGE - TRACTION & HYDRAULIC ELEVATORS
The Contractor shall regularly examine, maintain, lubricate, adjust, clean as required, and if conditions warrant, unless specifically excluded elsewhere, repair or replace all elevator components.

The Contractor shall maintain the existing performance of the equipment.

At the minimum, the Contractor shall be responsible for the following maintenance, repair and replacement activities:

- At the minimum, the Contractor shall be responsible for the following maintenance, repair and replacement activities: Keep the guide rail clips properly lubricated where required. Renew guide shoe gib or guide rollers as applicable in order to assure smooth and quiet operation.
- As needed, examine the alignment, fastening and condition of all guide rails.
- Furnish and supply manufacturer's approved or equal or better lubricants.
- Relamping of signal fixtures will be performed during regular scheduled maintenance examinations only.
- Emergency Lighting, excluding batteries.
- Door operator, clutch assemblies, pick-up rollers, interlocks, hoistway door hangers, bottom door guides, safety edges, electric eyes, auxiliary door closing devices, hatch indicators, vanes, car and hall lanterns, fixtures, position indicators, access switches and inspection stations.
- Maintain a service logbook in the elevator machine room. The log book shall include at a minimum the date of service, description of service, and the name of the technician providing the service.

2. EXTENT OF COVERAGE - TRACTION ELEVATORS ONLY
At the minimum, the Contractor shall be responsible for the following maintenance, repair and replacement activities:

- Machine, motor and controller parts including, but not limited to: worms, gears, thrusts, bearings, brake magnet coils, brake shoes, brushes, field and armature windings, commutators, rotating elements, coils, contacts, resistors,
magnet frames, solid state electrical components and other electro-mechanical.

- Selector and dispatching Equipment, relay printed circuit boards, SCR controls, condensers, transformers, contacts, leads, timing devices, computer devices and traveling cable, controllers, leveling devices and component Equipment including relays, contacts, timing devices, resistors, capacitors, transformers, rectifiers, solid state driving Equipment and related driving Equipment.

- Governor, governor sheave and shaft assembly, bearings, contacts, governor jaws, governor cable and car safeties.

- Deflector and secondary sheave, bearings, car and counterweight buffers, car and counterweight guide shoes, including rollers or gibs, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, hoist ropes, governor ropes, compensating ropes and chains, load weighing Equipment, car frame, car safety mechanism, platform.

3. EXTENT OF COVERAGE – HYDRAULIC ELEVATORS ONLY
At the minimum, the Contractor shall be responsible for the following maintenance, repair and replacement activities:

- Pumps, pump motors, operating valves, motor windings, plunger packing, exposed piping and all other accessories, hydraulic fluid.

- Entire controller and motor starter, including selector and dispatching Equipment, relay printed circuit boards, SCR controls, condensers, transformers, contacts, leads, timing devices, computer devices and traveling cable, controllers, leveling devices and component Equipment including relays, contacts, timing devices, resistors, capacitors, transformers, rectifiers, solid state driving Equipment and related driving Equipment.

- All exposed piping, fittings and accessories, including vibration dampers, silencers, mufflers, etc., between the pumping plant and the jack unit.

- Heating elements and accessories for controlling the oil temperature.

4. EXTENT OF COVERAGE – ESCALATORS ONLY
Contractor shall regularly maintain, lubricate, adjust, clean as required, and if conditions warrant, unless specifically excluded elsewhere, repair or replace all escalator components.

The Contractor shall maintain the existing performance of the equipment.

At the minimum, the Contractor shall be responsible for the following maintenance, repair and replacement activities:

• Maintain a service logbook in the machine room. The log book shall include at a minimum the date of service, description of service, and the name of the technician providing the service.

5. ANNUAL AND 5-YEAR TEST
Annual and 5-year test for the elevators and escalators are included under this Contract. The Contractor shall perform these tests during regular working hours defined below. Corrections required from testing are included under Contract unless specifically stated otherwise in the Contract Exclusion.

6. ANNUAL WALK-THROUGH
The Contractor's Operation Manager shall perform an annual walk-through with the County.

7. HOURS OF SERVICE & CALLBACKS
Contractor shall perform all maintenance work under this Preventive Maintenance Service Agreement during regular working hours of 7:00am to 3:30pm EST (Monday through Friday).

Within the scope of services of this Agreement, Contractor shall perform emergency minor adjustments and callback service during regular working hours of regular working days at no additional cost to County. The Contractor shall provide 24 hour/7 days per week callback service coverage for the service elevator SE-1.

Should the County request any work included in this Preventive Maintenance Service Agreement other than during the regular working hours periods, Contractor will absorb the straight time labor charges and the County will compensate Contractor for premium hours difference.

The Contractor shall provide a three (3) hour on-site response time for all work outside of regular working hours.

8. FOREIGN EQUIPMENT EXCLUSIONS
The Contractor shall not be responsible for any error or defect in the design, manufacture, or installation of equipment or parts it did not design, manufacture, or install, respectively, or for any failure of performance, injury, or damage arising from such error or defect.

Contractor will in no event be required to install parts or materials of different design, if original parts or materials are unavailable from the original manufacturer, or, if Contractor was
the original manufacturer, if Contractor no longer regularly manufacturers or stocks the original parts or materials.

County is responsible for providing a current set of wiring diagrams and any diagnostic devices from the original Equipment manufacturer for replacement, repair, restoration, modification, or adjustments required for the proper operation of the Equipment prior to commencement of this Agreement.

9. CHECK-IN AT SITE AND SIGN-OFF:
The Contractor's employees shall check in and out with the County's Stationary Watch Engineer (703.887.9207) to allow for proper notification to County staff at the various sites.

10. ADDITIONAL SERVICES
On the need of repair, upgrade, and additional work outside the tasks identified in this Contract, the Contractor shall provide a proposal to the County for a defined scope using the labor rates in Exhibit C. The proposal shall clearly identify the scope of work and the duration in calendar days to complete the work. The County will review the proposal and negotiate with the Contractor as needed. The County may choose to include liquidated damages (LDS) of $250 per day for work that exceeds the agreed to project duration. No additional services work shall be performed unless specifically approved in advance by the County Project Officer and supported by issuance of a Purchase Order ("PO").

11. CONTRACT EXCLUSIONS
Contractor will not be required under this Preventive Maintenance Program to make changes in the operation software and/or control subsequent to the effective date of this Agreement.

Contractor will not be responsible for the following items of elevator equipment which are excluded under the terms of this Preventive Maintenance Program:

- All exposed finished surfaces of car enclosures, car gates and/or door panels, astragals, hoistway enclosures, hoistway door panels, hoistway door frames and sills, hoistway gates, car floor covering, fans, light fixtures and lamps, fixture faceplates, light diffusers, mirrors, heat and/or smoke detectors and their related Equipment, handrails, main power switches, their wiring and fusing, breakers or feeders to elevator controllers, telephone/communication systems, music systems, hoistway and machine room lighting.

- Contiguous structure and HVAC components of the building.

- Card readers and CCTV Equipment.

- Hydraulic cylinders, plungers, buried oil line & piping, piston assembly.
Contractor assumes no responsibility for the following items of escalator equipment which are excluded under the terms of this Preventive Maintenance Program:

- Renewal or refinishing of balustrades, trim and moldings, main power switches, their wiring and fusing, breakers or feeders to escalator controllers.
# AGREEMENT NO. 675-12

## EXHIBIT B

## INVENTORY OF EQUIPMENT

ARLINGTON COUNTY COURTHOUSE, 1425 NORTH COURTHOUSE ROAD, ARLINGTON, VA 22201

<table>
<thead>
<tr>
<th>BUILDING</th>
<th>UNIT</th>
<th>TYPE</th>
<th>USE</th>
<th>CAPACITY (LBS)</th>
<th>SPEED (RPM)</th>
<th>STOPS</th>
<th>MANUFACTURER</th>
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</thead>
<tbody>
<tr>
<td>Arlington Courthouse</td>
<td>ES1</td>
<td>Escalator</td>
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<td>Escalator</td>
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<td>0</td>
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<td>Passenger</td>
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<td>15</td>
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<td>3</td>
<td>MCE</td>
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<td>Passenger</td>
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<td>3</td>
<td>MCE</td>
</tr>
</tbody>
</table>
AGREEMENT NO. 675-12
EXHIBIT C
LABOR RATES

**Premium Hours Difference**

These rates apply for work covered under Exhibit A that is performed outside of regular hours at the County’s request.

<table>
<thead>
<tr>
<th>Position</th>
<th>Regular Hourly Rate</th>
<th>1.5 Premium Hourly Rate</th>
<th>1.7 Premium Hourly Rate</th>
<th>2.0 Premium Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forman</td>
<td>N/A</td>
<td>$87.29</td>
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<td>Mechanic</td>
<td>N/A</td>
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<tr>
<td>Helper</td>
<td>N/A</td>
<td>$62.04</td>
<td>$113.19</td>
<td>$161.71</td>
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</tbody>
</table>

- Regular hourly rates apply 7:00am to 3:30pm EST (Monday through Friday).
- 1.5 premium hourly rates apply 3:30pm to 6:30pm EST (Monday through Friday).
- 1.7 premium hourly rates apply 6:30pm to 7:00am EST (Monday through Friday) and all day Saturday.
- 2.0 premium hourly rates apply Sundays and Federal Holidays.

**Major Repair Work**

These rates apply for major repair work of components of equipment in Exhibit B that are not covered by the tasks in Exhibit A.

<table>
<thead>
<tr>
<th>Position</th>
<th>Regular Hourly Rate</th>
<th>1.5 Premium Hourly Rate</th>
<th>1.7 Premium Hourly Rate</th>
<th>2.0 Premium Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forman</td>
<td>$200.60</td>
<td>$300.90</td>
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</tr>
<tr>
<td>Mechanic</td>
<td>$185.34</td>
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<td>$315.48</td>
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<td>Helper</td>
<td>$161.71</td>
<td>$242.48</td>
<td>$274.91</td>
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<tr>
<td>Team (Mechanic/Helper)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>$694.52</td>
</tr>
</tbody>
</table>

- Regular hourly rates apply 7:00am to 3:30pm EST (Monday through Friday).
- 1.5 premium hourly rates apply 3:30pm to 6:30pm EST (Monday through Friday).
- 1.7 premium hourly rates apply 6:30pm to 7:00am EST (Monday through Friday) and all day Saturday.
• 2.0 premium hourly rates apply Sundays and Federal Holidays.
• 2.0 premium hourly rates apply all times for Mechanic/Helper Team.

Construction/Modernization Work
These rates apply for complete upgrade (modernization) of any equipment in Exhibit B.

<table>
<thead>
<tr>
<th>Position</th>
<th>Regular Hourly Rate</th>
<th>Overtime Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forman</td>
<td>$93.81</td>
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<tr>
<td>Mechanic</td>
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<td>Helper</td>
<td>$74.74</td>
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<tr>
<td>Team (Mechanic/Helper)</td>
<td>$161.21</td>
<td>$257.47</td>
</tr>
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</table>

• Regular hourly rates apply 7:00am to 3:30pm EST (Monday through Friday).
• Overtime hourly rates apply 3:30pm to 7:00am EST (Monday through Friday) and all day Saturday, Sunday and Federal Holidays.
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 675-12

AMENDMENT NUMBER 1

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 675-12 dated May 8, 2012 ("Main Agreement") made between Fujitec America, Inc. ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Work called for and the amounts to be paid under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

The Scope of Work and pricing shall be amended to include equipment and pricing as specified in Exhibit D (attached).

All other terms and conditions of the Main Agreement shall remain in full force and effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED BY: [Signature]
PRINT NAME: RICHARD D. WARRER, JR.
AND TITLE: PURCHASING AGENT
DATE: 8/1/12

FUJITEC AMERICA, INC.

SIGNED BY: [Signature]
PRINT NAME: GEORGE M. JOHNSON
AND TITLE: MANAGER
DATE: 7-25-12
Add the following to Exhibit B - Inventory of Equipment:

All added equipment at the below location shall be serviced per the terms and conditions of the existing Contract unless specifically indicated below.

ARLINGTON COUNTY DETENTION FACILITY
1425 NORTH COURTHOUSE ROAD
ARLINGTON, VIRGINIA 22201

1. CURRENT ELEVATORS

Equipment manufactured by Dover listed below shall be covered under this Agreement as of August 1, 2012 until the time that it is replaced by new Fujitec elevators (per paragraph 2., below).

<table>
<thead>
<tr>
<th>BUILDING</th>
<th>UNIT</th>
<th>TYPE</th>
<th>USE</th>
<th>CAPACITY (LBS)</th>
<th>SPEED (FPM)</th>
<th>STOPS</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detention Facility</td>
<td>1</td>
<td>Geared</td>
<td>Passenger</td>
<td>3,500</td>
<td>350</td>
<td>8</td>
<td>Dover</td>
</tr>
<tr>
<td>Detention Facility</td>
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Pricing:

<table>
<thead>
<tr>
<th>#</th>
<th>LOCATION</th>
<th>ANNUAL COST</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Arlington County</td>
<td>$2,691.00</td>
<td>Pricing includes 24/7/365 response.</td>
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<tr>
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<td></td>
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Any work beyond the Scope of Work detailed in Exhibit A to Agreement No. 675-12 shall be performed under hourly rates listed in Exhibit C.

Deduct when elevator is out of service:

Hydraulic Elevator - $390.00 per month
Traction Elevator - $477.75 per month

*If the elevator is out of service less than a month, then the deduction shall be the total monthly deduct amount multiplied by the percentage of days out of service in the applicable month.
2. NEW ELEVATORS INSTALLED DURING MODERNIZATION PROJECT

The following shall be the updated inventory list of elevators upon completion of the modernization project.

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<tr>
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There shall be no cost for 24/7/365 service and maintenance of new elevators installed during the modernization project for a period starting when the last elevator is installed and all elevators are accepted in writing by the Arlington County Inspection Services Division through the end of the warranty period (1 calendar year). During this period, the elevator shall be maintained in accordance with all Contract terms and conditions.

After the end of the warranty period, pricing for maintenance in accordance with all Contract terms and conditions of the above listed Fujitec elevators shall be per the pricing in paragraph 1. above. Any work beyond the Scope of Work detailed in Exhibit A to Agreement No. 675-12 shall be performed under hourly rates listed in Exhibit C.
Agreement No. 675-12
Exhibit D

Add the following to Exhibit B - Inventory of Equipment:

All added equipment at the below location shall be serviced per the terms and conditions of the existing Contract unless specifically indicated below.

ARLINGTON COUNTY DETENTION FACILITY
1425 NORTH COURTHOUSE ROAD
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## 2. New Elevators Installed During Modernization Project

The following shall be the updated inventory list of elevators upon completion of the modernization project.

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