



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: FUJITEC AMERICAN, INC. 4390 PARLIAMENT PLACE, SUITE B LANHAM, MARYLAND 20706	DATE ISSUED: JULY 1, 2022
	CONTRACT NO: 22-DES-SS-LW-481
	CONTRACT TITLE: PREVENTATIVE AND CORRECTIVE MAINTENANCE OF FUJITEC ELEVATORS AND ESCALATORS

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 documents consist of the terms and conditions of AGREEMENT No. 22-DES-SS-LW-481, including any attachments or amendments thereto.

EFFECTIVE DATE: JULY 1, 2022

EXPIRES: JUNE 30, 2023

RENEWALS: FOUR (4) ONE (1) YEAR OPTIONAL RENEWALS FROM JULY 1, 2023 TO JUNE 30, 2027

COMMODITY CODE(S): 91013

LIVING WAGE: Y

ATTACHMENTS:

AGREEMENT No. 22-DES-SS-LW-481

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: TIMOTHY P. SMITH

VENDOR TEL. NO.: (301) 343-8145

EMAIL ADDRESS: TSMITH@US.FUJITEC.COM

COUNTY CONTACT: TSEHAY LIGHTFOOT, DES, FMB

COUNTY TEL. NO.: (703) 228-7593

COUNTY CONTACT EMAIL: TLIGHTFOOT@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Kaylin Schreiber Title: Procurement Officer Date: 3/1/2022



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

AGREEMENT NO. 22-DES-SS-LW-481

THIS AGREEMENT is made, on July 1, 2022, between Fujitec America, Inc., 7258 Innovation Way, Mason, Ohio 45040 ("Contractor") a 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 – Contract Pricing
- Exhibit C – Living Wage Forms
- Exhibit D – Living Wage Quarterly Compliance Report
- Exhibit E– Contractor COVID-19 Vaccination Certification
- Exhibit F – Contractor COVID-19 Vaccination Quarterly Compliance Certification

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 will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will 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 party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is preventative and corrective maintenance of Fujitec elevators and escalators. It will be the Contractor's responsibility, at its 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 limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on July 1, 2022 and must be completed no later than June 30, 2023 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices, subject to price Adjustments or established option year prices, either as applicable and set forth on attached pricing sheets on Exhibit B, for not more than four (4) additional 12-month periods, from July 1, 2023 to June 30, 2027 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract.

6. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

7. REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

8. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment 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 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 will accrue at the rate of 1% per month.

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

9. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

10. NON-APPROPRIATION

All 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 ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

11. COUNTY PURCHASE ORDER REQUIREMENT

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

12. BACKGROUND CHECK

All employees or subcontractors whom the Contractor assigns to work on this Contract must pass the County's standard background check. The background check will include fingerprinting by the County Sheriff's Office and a credit check, consistent with applicable law.

13. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right, in writing, reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then 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 and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15

calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

14. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. 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. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

15. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

16. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its 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 violating such prohibition, and as identified in the Contractor's collective bargaining agreement with the International Union of Elevator Constructors ("IUEC"); (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 more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

17. SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

18. SAFETY

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including 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 and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

19. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. All County Contractors, entering County owned, controlled, or leased facilities or facilities operated by a contractor if the services provided at that location are exclusive to Arlington County Government or contractors with public facing responsibilities must adopt these policies for implementation with their employees and subcontractors working on County contracts.

Contractors are required to obtain and maintain the COVID-19 vaccine status of employees or subcontractors, require any unvaccinated or not fully vaccinated employees to follow a weekly testing protocol established by the Contractor to submit to weekly testing, and provide any accommodations as required by law. Contractor should submit the certification of compliance to the Purchasing Agent at the time of contract execution and within five working days of the end of each quarter (see Exhibits E and F). In addition, all Contractor and subcontractor employees subject to the requirements of this section must also comply with the County COVID-19 masking and social distancing protocols, as signed at each County location.

It is recognized that the COVID-19 pandemic is an ongoing health crisis. As such, requirements with respect to health and safety, including vaccines and face-coverings may change over time. Contractors are expected to adhere to the County requirements as they evolve in response to the crisis.

For questions, the Contractor may email contractorvaccineinfo@arlingtonva.us.

20. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. 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 them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law, and this section does not make Contractor liable for any damages that are not reasonably foreseeable or do not flow naturally from the breach or default.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

21. INDEMNIFICATION

The Contractor covenants for itself, its employees and its 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 Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure 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 Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract. It is understood and agreed that the County is absolutely immune from tort liability. However, nothing in this INDEMNIFICATION provision and nothing in this Contract is meant to make the Contractor liable for the negligent acts of the County or Its employees. Nothing In this INDEMNIFICATION provision and nothing in this Contract is meant for the benefit of third-party claimants or creates any right for them or remedy on their behalf they would not have in the absence of this Contract or In the absence of Contractor's Insurance policies. The Contractor's responsibility for the payment of the County's payment and expenses under this section, including reasonable attorney's fees, is strictly limited to the expense the County incurs in pleading or raising the defense of Immunity In response to third party claims where the Contractor has failed to accept tender of defense.

The Contractor shall not be liable to County for any Indirect, special, delay, or consequential damages except as set forth in section 19. TERMINATION, clause A.2 above.

22. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

23. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created specifically for the County pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

24. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All maintenance records and updated wiring diagrams in any form, that results from this Contract and is prepared specifically for the County is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the maintenance records and updated wiring diagrams for any purpose other than performance of this Contract without the written consent of the County.

The maintenance records and updated wiring diagrams are confidential, and the Contractor may neither release such materials nor share its contents. The Contractor will refer all inquiries regarding the status of any such materials to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all such materials, including hard copies of electronic files, to the Project Officer and will destroy all electronic files except its record copies.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

25. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

26. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including 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 proposal was made without collusion or fraud; 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.

27. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

28. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, strikes or other labor actions not directed solely at the Contractor, act of terrorism or act of God, epidemic, pandemic, or endemic, that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

29. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

30. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or 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 or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

31. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

32. REPORT STANDARDS

The Contractor must electronically submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

33. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

34. ASSIGNMENT

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

35. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

36. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

37. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for

alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. 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 the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

38. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

39. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

40. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

41. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

42. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

43. ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

44. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

45. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

46. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

47. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Timothy P. Smith, Branch Manager
Fujitec America, Inc.
4390 Parliament Place Suite B
Lanham, Maryland 20706
Phone: (301) 343-8145
Email: tsmith@us.fujitec.com

TO THE COUNTY:

Tsehay Lightfoot, Project Officer
Arlington County
1400 N. Uhle Street, Suite 602
Arlington, Virginia 22201
Phone: (703) 228-7593
Email: tlightfoot@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

48. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of

the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

49. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

50. ADA COMPLIANCE

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: As may be required by applicable law, the Contractor must ensure that its programs, services and its own facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: As may be required by applicable law, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: As may be required by applicable law, the Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

51. SERVICE CONTRACT WAGE REQUIREMENTS

a. LIVING WAGE

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (regarding "Service Contract Wage" or "Living Wage") apply to this Contract. All employees of the Contractor and any subcontractors working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, must be paid no less than the hourly Living Wage rate that is published on the County's web site.

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

If the Contractor fails to pay the Living Wage rate, an aggrieved employee or subcontractor may file a complaint with the County Purchasing Agent within six months of the underpayment. If the Purchasing Agent determines that the Contractor has failed to comply with the Living Wage rate provisions of the Purchasing Resolution, the Contractor will be liable to the employee for the unpaid wages, plus interest at the judgment rate from the date originally due, and less any deductions required or permitted by Virginia law. The

Contractor must not discharge, reduce the compensation of or otherwise retaliate against any employee who files a complaint with the County Purchasing Agent or takes any other action to enforce the requirements of this section.

c. ADDITIONAL COMPLIANCE REQUIREMENTS

At all times during the term of the Contract, the Contractor must:

1. Post the current Living Wage rate, in English and Spanish, in a prominent place at its offices and at each location where its employees perform services under this Contract Go (see sample notice in Attachment C;
2. Within five days of an employee's request, provide a written statement of the applicable Living Wage rate, using the same form provided in Attachment C;
3. Include the provisions of this section in all subcontracts for work performed under the Contract; and
4. Submit to the Purchasing Agent, within five working days of the end of each quarter, certified copies of quarterly payroll reports for each employee, including subcontractor employees, working under the Contract during the quarter and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (Attachment D).

d. CONTRACTOR RECORD KEEPING

The Contractor must preserve for five years after the expiration or termination of this Contract records of wages and benefits provided to each employee who worked under the Contract and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request at the Contractor's expense.

e. VIOLATIONS

Violation of this section, as determined by the Purchasing Agent, will be a ground for termination of this Contract and suspension or debarment of the Contractor from consideration for future County contracts.

f. QUESTIONS

For questions regarding Living Wage, please email livingwage@arlingtonva.us.

52. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are 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.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. 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 per occurrence, with \$1,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Professional Errors & Omissions - \$1,000,000 per occurrence/claim.
- a. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate. Additional insureds shall be covered only to the extent of Contractor’s INDEMNIFICATION obligation set forth in section 22 above.
- b. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- c. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- d. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County’s approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County’s acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used. The Contractor’s insurance shall be, but only to the extent of Contractor’s INDEMNIFICATION obligation set forth in section 22 above, the primary non-contributory insurance for any work performed under this Contract.

The Contractor is 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 whom the Contractor employs directly.

Notwithstanding the foregoing paragraphs, the Contractor shall be In compliance as regards deductibles, 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.

Contractor’s insurance shall be primary and non-contributory only to the extent of Contractor’s indemnification obligations set forth in Section 22 above.

53. COUNTERPARTS

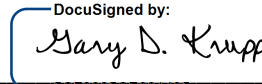
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

FUJITEC AMERICA, INC.

AUTHORIZED SIGNATURE: 
2519E5002A9A4DE...

AUTHORIZED SIGNATURE: 
5CF3085CE681435...

NAME: Kaylin Schreiber

NAME: Gary D. Krupp

TITLE: Procurement officer

TITLE: President

DATE: 3/25/2022

DATE: 3/25/2022

EXHIBIT A

SCOPE OF WORK

GENERAL REQUIREMENTS

The Contractor must perform monthly maintenance service on all equipment indicated in Attachment B using skilled maintenance personnel under the Contractor's supervision. The Contractor shall employ all reasonable care to see that the equipment is maintained in proper operating condition. The Contractor shall furnish all managerial, administration, and direct labor personnel, and all transportation, equipment, tools, repair parts, supplies, and materials required to perform inspection, maintenance, repair, and components replacement as required to maintain the elevators and escalators in accordance with the manufacturer's specification and in accordance with federal, state, and local codes. A monthly service schedule will be provided to the County for approval one week prior to the month of service.

1. **EXTENT OF COVERAGE – TRACTION & HYDRAULIC ELEVATORS**

The following work shall be performed on a monthly basis:

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, including 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.

The Contractor shall maintain the existing performance of the equipment.

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

- Keep the guide rail clips properly lubricated where required. Replacement of guide shoe gibs or guide rollers as applicable in order to assure smooth and quiet operation. This replacement consists of individual components and not the entire apparatus. Replacement of the entire apparatus will constitute service outside the extent of coverage and will be considered corrective maintenance and chargeable.
- As needed, examine the alignment, fastening, and condition of all guide rails.
- Furnish and supply manufacturer's approved or equal lubricants.
- Relamp signal fixtures during regular scheduled maintenance examinations only.
- As needed, replace the emergency Lighting, excluding batteries.
- Maintain a service logbook in the elevator machine room. The logbook 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 a minimum, the Contractor shall be responsible for the maintaining, repairing, and replacing the following monthly and as required by manufacturer's specification:

- 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, silicon controlled rectifiers (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, and platform.

3. EXTENT OF COVERAGE – HYDRAULIC ELEVATORS ONLY

At a minimum, the Contractor shall be responsible for the maintaining, repairing, and replacing the following monthly and as required by manufacturer's specification:

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

The following work shall be performed on a monthly basis: The 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 a minimum, the Contractor shall be responsible for the maintaining, repairing, and replacing the following monthly and/or as required by manufacturer's specification:

- Escalator drive machines, motors and brakes, controllers and switches, handrail drive devices, handrails, worm and gears, bearings and thrusts, windings, commutators and rotating elements, contacts, coils, switches and relays, resistors and magnet frames, steps, risers and rollers, step chains, handrail chains and drive chains, step tracks and handrail tracks, sprockets, pulleys and gears, drive belts and timing belts, tension devices,

comb and comb plates, landing plates, lubricators, under step and comb lighting, safety devices, and step brushes.

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

5. ADDITIONAL SERVICES

For any 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 B. 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. Upon request by the County, the Contractor shall provide evidence of the materials cost. The materials shall be reimbursed at Contractor's cost. 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). Tools of the trade and other trade consumables are not valid contract expenses. The cost of consumables (including by way of illustration and not limitation, solder, caulking, tape, wire nuts, fasteners, gases, and other consumable items) are considered administrative expenses. These shall be included as part of the monthly service contract amount.

The County reserves the right to solicit additional cost proposals or issue separate bid(s) for any such project work.

6. ADDITIONAL SERVICE - DELIVERY/TIME OF PERFORMANCE

- A. Whenever Additional Services are rendered under this Contract, it shall be the Contractor's responsibility to contact the County to report the work completed.
- B. When work is required beyond normal maintenance service, it will be the responsibility of the Contractor to notify the County that same day.
- C. Additional Services must be available twenty-four (24) hours per day, seven (7) days a week, including all holidays. In providing Additional Services, the Contractor must respond to calls with a qualified Mechanic(s), within four (4) hours after receipt of a call.
- D. The Contractor's personnel responding under this Additional Services provision must investigate any and all elevator stoppages and malfunctions and perform the necessary repairs and adjustments.

7. INSPECTION AND ACCEPTANCE

For determining acceptance of supplies or services for the purpose of eligibility for a prompt payment, inspection and acceptance shall be accomplished only after the County's approval and examination (including testing) to determine conformance with the contract requirements. Inspection, as appropriate, will be accomplished within a one (1) business day of completion of the work.

Upon inspection, the County shall not be liable for materials or supplies that are not in accordance with the specifications.

8. CALL SERVICE – CRITICAL

"Call Service – Critical" is defined as emergency repair service resulting from entrapments, life safety situations and facility operations being affected and for repairs to equipment that is to be

operational and available to the staff of the facility twenty-four (24) hours per day, seven (7) days a week, including Federal, State and County holidays. Call Service - Critical shall also mean other emergencies as determined by the County. In providing Call Service – Critical to critical equipment, the Contractor has the obligation to respond with a licensed Mechanic(s), using the rates established under the Contract, within two (2) hour period after receipt of a call.

The Contractor's staff responding to the emergency on elevators or escalators is required to remain and complete all necessary repairs. In the event service cannot be completed the same day, the Contractor shall immediately notify the County, and an expected completion time will be agreed upon by both parties. The Contractor shall keep the County informed on a daily basis of the status of the repairs. If the scope of work of the repair is such that additional labor and/or materials are required, the Contractor shall supply such labor and/or material within the time period designated by the County at no additional cost to the County.

9. WORK TICKET & WORK ORDERS:

For time and material work, the County will issue Work Orders to the Contractor. All time and material work shall require associated Work Tickets, provided by the Contractor. The Contractor's Work Ticket must include a description of the work performed along with date and time. The Contractor's employees shall validate their time and material work through sign-off on the Work Ticket by the County Project Officer or designee. The sign-off on the Work Ticket shall be considered evidence of the site visit only and shall not be construed as the County's acceptance of any work performed during the visit or the amount of labor hours charged to the job.

10. DOCUMENTATION NEEDED TO INITIATE PAYMENT FOR CONTRACT SERVICES

The Contractor shall submit invoice for payment with the below criteria:

- Building where work was performed;
- Date and time the repair work was completed;
- Brief description of the service;
- Cost showing all materials used and total hours required to complete the work (the Contractor's invoices for materials and signed work orders shall be attached);
- Signed Work Ticket (*see section 9 above*); and
- Purchase Order and Work Order numbers in the right upper corner of the invoice.

11. ANNUAL AND 5-YEAR TEST

The Contractor shall perform the Annual and 5-year tests during regular working hours defined below. Corrections required from testing are included under the Contract unless specifically stated otherwise in the Contract Exclusion.

12. WORK HOURS

Regular work hours are defined as: 7:00 a.m. to 3:30 p.m., Monday through Friday, except County-observed holidays. All work shall be performed during regular working hours unless requested by the County. No overtime payments will be allowed for work done before 7:00 a.m. or after 3:30 p.m. when such scheduling is done at the Contractor's option.

13. ANNUAL WALK-THROUGH

The Contractor's Operations Manager shall perform an annual walk-through and equipment inspection with the County at a mutually agreed upon date and time.

14. CHECK-IN AT SITE AND CHECK-OUT:

The Contractor's employees shall check in and out with the County's Facilities Management Bureau Hotline (**703-228-4422**) to allow for proper notification to County Staff at the various sites.

15. MATERIAL AND WORKMANSHIP

All parts and materials used or furnished under this contract shall be new and genuine manufacturer's recommended or authorized replacement parts. Use of used parts or materials is prohibited. Prior approval of the County Project Officer is required on a case-by-case basis when rebuilt parts are proposed for use.

The Contractor shall guarantee all parts/materials and workmanship for a period of one year or the manufacturer's warranty period, whichever is longer.

16. SUBCONTRACTOR WORK

The County will reimburse the Contractor for any subcontractor work at the direct cost labor rates and materials charged by the subcontractor, with a mark-up of no more than 10%. Work is not authorized unless specifically approved in advance by the County Project Officer and supported by issuance of a PO.

17. CONTRACTOR'S PERSONNEL

All inspection, testing, repairs/upgrades, modernization and preventive maintenance of all equipment shall be performed by licensed technicians.

- A. Foreman: The Contractor shall assign a qualified individual to serve as the Foreman/Contract Manager. The Contractor shall identify to the County the Foreman/Contract Manager within ten (10) days of contract award. The Foreman shall be experienced in project management and supervision of employees; knowledgeable in all aspects of elevator systems; have the ability to troubleshoot problems and issues quickly; and be able to consult with the County Project Officer about remedies. A Foreman may only be charged for work over \$25,000.
- B. Technician: The Contractor shall provide mechanic(s)/technician(s) to perform the monthly preventive maintenance activities and on an as-needed basis. The Technician(s) shall be responsible for installation, repair, and replacement projects. These tasks shall also include scheduling, ordering, and delivery of equipment and materials; project oversight; coordination; and close-out (i.e. checklist, start-up, warranty, etc.).
- C. Helper: The Contractor shall provide helper(s) to assist the mechanic(s)/technician(s) on an as-needed basis for Additional Services. A helper shall not be used for inspection, testing, or preventive maintenance work.

ATTACHMENT B**INVENTORY OF EQUIPMENT**

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

BUILDING	UNIT	TYPE	USE	CAPACITY (LBS)	SPEED (FPM)	STOPS	MANUFACTURER
Arlington Courthouse	ES1	Escalator	Passenger	0	100	0	Fujitec
Arlington Courthouse	ES2	Escalator	Passenger	0	100	0	Fujitec
Arlington Courthouse	ES3	Escalator	Passenger	0	100	0	Fujitec
Arlington Courthouse	ES4	Escalator	Passenger	0	100	0	Fujitec
Arlington Courthouse	SE1	Gearless	Passenger	3,500	500	15	Fujitec
Arlington Courthouse	PE2	Gearless	Passenger	3,500	500	15	Fujitec
Arlington Courthouse	PE3	Gearless	Passenger	3,500	500	15	Fujitec
Arlington Courthouse	PE4	Gearless	Passenger	3,500	500	15	Fujitec
Arlington Courthouse	PE5	Gearless	Passenger	3,500	500	15	Fujitec
Arlington Courthouse	PE6	Gearless	Passenger	3,500	500	15	Fujitec
Arlington Courthouse	PE7	Geared	Passenger	3,500	350	8	Fujitec
Arlington Courthouse	PE8	Geared	Passenger	3,500	350	8	Fujitec
Arlington Courthouse	PE9	Geared	Passenger	3,500	350	8	Fujitec
Arlington Courthouse	PE10	Geared	Passenger	3,500	350	8	Fujitec

ARLINGTON COUNTY DETENTION CENTER, 1435 NORTH COURTHOUSE ROAD,
ARLINGTON, VA 22201

BUILDING	UNIT	TYPE	USE	CAPACITY	SPEED (FPM)	STOPS	MANUFACTURER
Arlington Detention Center	PE1	Geared	Passenger	3,500	350	8	Fujitec
Arlington Detention Center	PE2	Geared	Passenger	3,500	350	8	Fujitec
Arlington Detention Center	PE3	Geared	Passenger	3,500	350	8	Fujitec
Arlington Detention Center	PE4	Geared	Passenger	3,500	350	13	Fujitec
Arlington Detention Center	PE5	Hydraulic	Passenger	3,500	125	3	Fujitec
Arlington Detention Center	PE6	Hydraulic	Passenger	3,500	125	2	Fujitec

Monthly Billing Effective July 1, 2022-June 30, 2023

Jail: \$3,255.59

Courthouse: \$13,247.07

Monthly Billing Effective July 1, 2023- June 30, 2024

Jail: \$3,418.37

Courthouse: \$13,909.42

Monthly Billing Effective July 1, 2024 - June 30, 2025

Jail: \$3,589.29

Courthouse: \$14,604.89

Monthly Billing Effective July 1, 2025- June 30, 2026

Jail: \$3,768.75

Courthouse: \$15,335.14

Monthly Billing Effective July 1, 2026-June 30, 2027

Jail: \$3,957.19

Courthouse: \$16,101.90

LABOR RATES SHALL INCREASE 5% PER YEAR FOR THE NEW FIVE (5) YEAR TERMS OF THE CONTRACT.

Preventive Maintenance Monthly Pricing

Monthly Billing Effective Date	Jail	Courthouse
July 1, 2022 – June 30, 2023	\$3,255.59	\$13,247.07
July 1, 2023 – June 30, 2024	\$3,418.37	\$13,909.42
July 1, 2024 – June 30, 2025	\$3,589.29	\$14,604.89
July 1, 2025 – June 30, 2026	\$3,768.75	\$15,335.14
July 1, 2026 – June 30, 2027	\$3,957.19	\$16,101.90

Premium Hours Difference

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

Position	Regular Hourly Rate	1.5 Premium Hourly Rate	1.7 Premium Hourly Rate	2.0 Premium Hourly Rate
Foreman	N/A	\$116.97	\$170.68	\$243.83
Mechanic	N/A	\$94.24	\$157.89	\$225.56
Helper	N/A	\$75.41	\$137.58	\$196.56

- Regular hourly rates apply 7:00am to 4:00pm EST (Monday through Friday).
- 1.5 premium hourly rates apply 4:00pm 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 Attachment 8 that are not covered by the tasks in Exhibit A.

Position	Regular Hourly Rate	1.5 Premium Hourly Rate	1.7 Premium Hourly Rate	2.0 Premium Hourly Rate
Foreman	\$243.90	\$365.85	\$414.63	\$487.80
Mechanic	\$225.27	\$338.01	\$383.10	\$450.68
Helper	\$196.56	\$294.84	\$334.15	\$393.12
Team (Mechanic/Helper)	N/A	N/A	N/A	\$843.80

- Regular hourly rates apply 7:00am to 4:00pm EST (Monday through Friday).
- 1.5 premium hourly rates apply 4:00pm 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 8.

Position	Regular Hourly Rate	Overtime Hourly Rate
Foreman	\$98.50	\$172.34
Mechanic	\$90.80	\$156.94
Helper	\$78.47	\$132.30
Team (Mechanic/Helper)	\$169.27	\$257.47

- Regular hourly rates apply 7:00am to 4:00pm EST (Monday through Friday).
- Overtime hourly rates apply 4:00pm to 7:00am EST (Monday through Friday) and all day Saturday, Sunday and Federal Holidays.

Labor rates shall increase 5% per year for the new five (5) year term of the contract.

EXHIBIT C

LIVING WAGE FORMS

WAGE NOTICE

THE HOURLY RATE FOR EMPLOYEES OF THE CONTRACTOR AND ANY SUBCONTRACTORS WORKING ON COUNTY-OWNED, COUNTY-CONTROLLED PROPERTY, FACILITIES OWNED, OR LEASED, AND OPERATED BY A CONTRACTOR IF SERVICES PROVIDED AT THAT LOCATION ARE EXCLUSIVE TO ARLINGTON COUNTY, OR CONTRACTS FOR HOME-BASED CLIENT SERVICES MUST NOT BE LOWER THAN

\$17.00 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION
SECTION 4-103

FOR INFORMATION CONTACT:

ARLINGTON COUNTY
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
703-228-3410

AVISO de SALARIO

MINIMO

LA TARIFA HORARIA DE LOS EMPLEADOS DEL CONTRATISTA, Y DE CUALQUIER SUBCONTRATISTA QUE TRABAJE EN PROPIEDADES DEL CONDADO, EN INSTALACIONES PROPIAS/ALQUILADAS Y OPERADAS POR UN CONTRATISTA SI LOS SERVICIOS PRESTADOS EN ESE LUGAR SON EXCLUSIVOS DEL CONDADO DE ARLINGTON, O EN CONTRATOS DE SERVICIOS DOMICILIARIOS A CLIENTES, NO DEBE SER INFERIOR
A

\$17.00 POR HORA

REFERENCIA: SECCIÓN 4-103, DE LA RESOLUCIÓN DE LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON.
(ARLINGTON COUNTY PURCHASING RESOLUTION SECTION 4-103)

PARA OBTENER MAS INFORMACIÓN, LLAME A:

LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE
ARLINGTON.
703-228-3410.

PARA INFORMACION EN PERSONA DIRIJASE A:

2100 CLARENDON BOULEVARD, OFICINA No 500
ARLINGTON, VA 22201

EXHIBIT D

LIVING WAGE QUARTERLY COMPLIANCE REPORT

By Email: Please complete the report below and return it to: livingwage@arlingtonva.us

Quarter:

Year:

Company Name:

Contract Number:

Contract Name:

In order to audit your firm’s compliance with Service Contract Wage (Living Wage) provisions of the Arlington County Purchasing Resolution, please complete the following report and submit to Arlington County, Office of the Purchasing Agent, 2100 Clarendon Boulevard, Suite #500, Arlington, Virginia 22201. This report shall be submitted every (3) months during the Contract Term. All employees of the Contractor and any subcontractors working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services, shall be listed.

EMPLOYEE NAME	TOTAL HOURS THIS QUARTER	HOURLY WAGE

By signing this form, the above-listed company certifies that the information provided is accurate and complete. If unable to electronically sign this form, then print and sign the fully executed form for submittal by email.

Authorized Signature

Date

EXHIBIT E

CONTRACTOR COVID-19 VACCINATION CERTIFICATION

- I hereby certify that all Fujitec America, Inc. employees and subcontractors who will be working on Contract No. 22-DES-SS-LW-481 are fully vaccinated against COVID-19, or being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

Please do not include any of your employees' medical documentation, including vaccination records or test results.

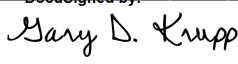
Date: 3/25/2022
DocuSigned by:
Signature: 
SCF3085CE681435...
Printed Name: Gary D. Krupp
Title: President

EXHIBIT F

CONTRACTOR COVID-19 VACCINATION QUARTERLY COMPLIANCE CERTIFICATION

By Email: Please complete the report below and return it to: contractorvaccineinfo@arlingtonva.us.

- I hereby certify that all Fujitec America, Inc. employees and subcontractors working on Contract No. 22-DES-SS-LW-481 are fully vaccinated against COVID-19, or being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

Please do not include any of your employees' medical documentation, including vaccination records or test results.

Date: _____

Signature: _____

Printed Name and Title: _____

Company Name: _____

Company Address: _____