

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

NOTICE OF AWARD OF CONTRACT

TO:	DATE ISSUED:	May 23, 2018
Fujitec America, Inc.	CURRENT CONTRACT NO:	17-244-SS
9701 Philadelphia Court	CONTRACT TITLE:	DES - Elevator & Escalator Maintenance Services
Lanham, MD 20706	PRIOR CONTRACT NO:	675-12

**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.**

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on June 30, 2022.

The contract documents consist of the terms and conditions of Arlington County Agreement No. 17-244-SS including any exhibits, attachments or amendments thereto.

ATTACHMENTS:

1) ARLINGTON COUNTY AGREEMENT NO. 17-244-SS

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Latrina Hunter	TELEPHONE NO.:	(301) 918-4911 X6166
	EMAIL ADDRESS:	lhunter@fujitecamerica.com
COUNTY CONTACT: Tsehay C. Lightfoot	TELEPHONE NO.:	703-228-7593
	EMAIL ADDRESS:	tlightfoot@arlingtonva.us

CONTRACT AUTHORIZATION


for Maria Meredith
(Acting) Purchasing Agent

DISTRIBUTION

5/23/2018 VENDOR: 1
Date BID FOLDER: 2

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

AGREEMENT NO. 17-244-SS

THIS AGREEMENT 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. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Attachment A – Scope of Work
- Attachment B – Inventory of Equipment
- Attachment C – Contract Pricing

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" (Attachment A), 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 to ensure continuous operation of such equipment. 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. Work under this Agreement will commence on the date of the execution of the Agreement by the County. All work defined in Attachment A, must be completed no later than June 30, 2022. No work will be deemed complete until it is accepted by the County's Project Officer.

5. CONTRACT AMOUNT

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

The County will not compensate the Contractor for any goods or services beyond those included in Attachment A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Attachment C unless otherwise agreed by the parties in writing.

6. PAYMENT

The County will pay the Contractor monthly according to the provisions of this section. By the tenth day of each month, the Contractor will submit to the Project Officer an invoice describing the total work done during the preceding month, broken out by task. The Project Officer will either approve the invoice or require corrections. The County will pay the Contractor within 30 days after receipt of an approved invoice.

The invoice must be based on an estimated percentage of the total Work under each task that was completed during the month, subject to the Project Officer's acceptance of the Work and the estimate. If the Contractor has already been paid 90% of the total amount allocated for any task and Work under that task is not complete, the County will pay the remaining amount due for that task only upon completion of the task. The County will not pay more than amount allocated for any task, regardless of the number of hours spent or the amount of expenses incurred by the Contractor to complete the task.

The number of the County Purchase Order by which shipments have been made or services have been performed must appear on all invoices.

7. REIMBURSABLE EXPENSES

Only reasonable project-related expenses identified in Attachment C will be reimbursed. The Contractor will charge allowed reimbursable expenses on a unit-price basis and must provide verified invoices. The total amount paid for project-related expenses will not exceed the amount shown in Attachment C.

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. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that 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 County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

12. 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.

13. 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.

14. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right 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.

15. 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, national origin, age or 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.

16. 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.

17. 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; (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.

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. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, 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 of 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.

20. 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. Contractor's responsibility for the payment of the County's payment and expenses, 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.

21. 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.

22. 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 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.

23. 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 work product, in any form, that results from this Contract 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 work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

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.

24. 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.

25. 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 Interest 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.

26. 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.

27. 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 that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

28. 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.

29. 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.

30. 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.

31. REPORT STANDARDS

The Contractor must 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, proposals must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper

- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

32. 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 where total overcharges exceed total of undercharges 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.

33. 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.

34. AMENDMENTS

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

35. 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.

36. 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.

37. 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.

38. ARBITRATION

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

39. 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.

40. 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.

41. 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.

42. ATTORNEY'S FEES

The County is entitled to attorney's fees and costs that it incurs to enforce any provision of this Contract.

43. 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.

44. 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.

45. 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.

46. 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:
Ray Gibson
Fujitec America, Inc
9701 Philadelphia Court
Lanham, MD 20706

TO THE COUNTY:
Tsehay C. Lightfoot, Project Officer
1400 N. Uhle Street, Suite 601
Arlington, VA 22201

AND

Maria Meredith, (Acting) Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

47. 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.

48. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

49. 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 \$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 per occurrence, with \$2,000,000 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. Additional Insured - The County and its officers, elected and appointed officials, employees and agents must be named 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. Note, however, that neither professional liability nor adding additional insureds to it is required.

- e. **Professional Liability** - The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$2,000,000.
- f. **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.
- g. **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.
- h. **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 foregoing paragraphs relating to deductibles or self-insurance components, however, apply only to Contractor's Commercial General Liability coverage and do not apply to Workers Compensation coverage or to Automobile Liability coverage.

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

Notwithstanding the foregoing paragraphs, the Contractor shall be in compliance as regards deductibles, 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 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 or persons employed in connection with the Work and for 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 Work. The

Contractor's insurance shall be 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.

All provisions to the contrary notwithstanding, and consistently with Contractor's obligations set forth in Section 20. **INDEMNIFICATION** above, Contractor's insurance shall be primary and non-contributory only to extent of Contractor's indemnification obligations.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE: 

for
NAME: MARIA MEREDITH
TITLE: (ACTING) PURCHASING AGENT

DATE: 5/23/2018

FUJITEC AMERICA, INC.

AUTHORIZED
SIGNATURE: 

NAME AND
TITLE: Rarmenia K. Gibson, CFO

DATE: 5/21/18

ATTACHMENT 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 Contractor's supervision. The Contractor will employ all reasonable care to see that the equipment is maintained in proper operating condition. The Contractor will furnish all managerial, administration, direct labor personnel, all necessary 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. In addition, the Contractor must perform major upgrades and elevator modernization as required by the County.

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:

- Keep the guide rail clips properly lubricated where required. Renew guide shoe gibs 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:

- 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 Combplates, Landing Plates, Lubricators, Under Step and Comb Lighting, Safety Devices, step brushes.
- 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. ADDITIONAL SERVICES

On the need of repair, upgrade, modernize or 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 Attachment 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"). The County reserves the right to solicit additional cost proposals or issue separate bid(s) for any such project work.

6. 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 examination (including testing) to determine conformance with the contract requirements. Inspection, as appropriate, shall be accomplished within one business day.

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

Critical: "Call Service- Critical" is defined as emergency repair service resulting from entrapments, life safety situations, 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 days a week, including Federal, State and County holidays. "Call Service- Critical" shall also mean other emergencies as determined by the County. In providing service to critical equipment, the Contractor has the obligation to respond with a licensed Journeyman Mechanic(s), without additional charge to the County, within a two (2) hour period after receipt of a call.

All repairs and adjustments to the elevators and escalators designated as "Call Service- Critical" must be made immediately. The Contractor's staff responding to the emergency callback 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 will immediately notify the County and an expected completion time is to be agreed upon by both parties. The Contractor will 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 will supply such labor

and/or material within the time period designated by the County at no additional cost to the County. Following County approval of labor and/or materials necessary to make repairs, work must commence no later than four (4) hours after approval. A delay of more than (4) hours will require approval by the County.

7. CALLBACK SERVICE/DELIVERY/TIME OF PERFORMANCE

- A. Whenever services are rendered under this contract, it will be the Contractor's responsibility to contact the Project Officer to report the kind of service rendered.
- B. In cases where the County cannot permit the Contractor to perform Work during normal working hours, the County shall pay the difference between regular and overtime rates at the hourly rate indicated in Attachment C. This however, does not apply to "Call Service- Critical" calls received during overtime working hours where the Contractor is expected to make repairs immediately and at no additional charge to the County.
- C. When Work is required beyond normal maintenance service, it will be the responsibility of the Contractor to notify the County that same day. In the event emergency Callback Service is required after hours, the Contractor must notify the County at the beginning of the next work day.
- D. Non-Critical: "Callback Service-Non Critical" is defined as emergency repair service for non-critical equipment. Such service must be available twenty-four (24) hours per day, seven (7) days a week, including all holidays. In providing Callback Service, the Contractor has the obligation to respond to calls with a qualified Journeyman Mechanic(s), within four (4) hour period after receipt of a call.
- E. The Contractor's personnel responding under this Callback Service provision must investigate any and all elevator stoppages and malfunctions and perform the necessary repairs and adjustments.

8. METHOD OF ORDERING

As requirements arise, County Project Officers will place orders for services covered herein. Performance under this Contract is not to begin until receipt of the purchase order by the Contractor.

9. 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 section 16, Contract Exclusions.

10. ANNUAL WALK-THROUGH

The Contractor's Operation Manager shall perform an annual walk-through and equipment inspection with the County at the time and schedule specified at contract award.

11. FOREIGN EQUIPMENT EXCLUSIONS

The Contractor shall not be responsible for any failure of performance, injury, or damage arising from any error of defect in the design, manufacture, or installation of equipment or parts it did not design, manufacture, or install respectively. However, the Contractor shall be responsible for any failure of performance, injury, or damage arising from any and all maintenance it performs

pursuant to this Agreement, and as part of their maintenance responsibilities, shall be responsible for identifying, repairing and replacing any reasonably identifiable materials or parts that were improperly installed.

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 manufactures or stocks the original parts or materials, unless materials or parts of suitable design are available.

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.

12. CHECK-IN AT SITE AND SIGN-OFF:

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.

THE CONTRACTOR'S PERSONNEL SHALL CALL THE FACILITIES MANAGEMENT BUREAU HOTLINE (703-228-4422) AND INFORM THE DISPATCHER IN ADVANCE OF THEIR TIME OF ARRIVAL AT THE COUNTY FACILITY.

13. 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.

14. NEW AND CORRECTIVE WORK

Installation or replacement of equipment not listed in Attachment B, and which are not due to the Contractor's improper performance or negligence, shall be completed on a time and materials or project basis using the contractor labor rate(s). Upon request by the County, the Contractor shall provide evidence of the materials cost. The materials shall be reimbursed at Contractor's cost. The County will reimburse the Contractor for any subcontractor work at the direct cost labor rates and materials charged by the subcontractor at the Contractor's cost. The County prohibits any markups or cost plus percentage of cost per the Virginia Public Procurement Act §2.2-4331. Work is not authorized 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.

15. 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 or Contract Manager. The Contractor shall identify to the County the Foreman or Contract Manager within ten (10) days of contract award. The Foreman shall be experienced in project management; 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's hours may only be charged for Work over \$25,000.
- B. Journeyman Mechanic/Technician: The Contractor shall provide a mechanic(s)/technician(s) on an as needed basis who shall be responsible for installation, repair, and replacement projects. These tasks shall include, but not be limited to: 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 a helper(s) to assist the Mechanic(s) or Technician(s) on an as-needed basis for work order and project Work. A helper shall not be used for inspection, testing, or preventive maintenance Work.
The County reserves the right to reject Contractor's service personnel who, in the County's sole judgement are not adequately qualified to perform the Work, or who are performing the Work in an inappropriate or deficient manner, and require that the Contractor replace such personnel with adequately qualified personnel in a timely manner.

16. CONTRACT EXCLUSIONS

Contractor will not be required under this Service Agreement 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, 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.

- Renewal or refinishing of balustrades, trim and moldings, main power switches, their wiring and fusing breakers or feeders to escalator controllers.

ATTACHMENT B

INVENTORY OF EQUIPMENT

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

BUILDING	UNIT	TYPE	USE	CAPACITY (LBS)	SPEED (RPM)	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	Gearless	Passenger	3,500	350	8	Fujitec
Arlington Courthouse	PE8	Gearless	Passenger	3,500	350	8	Fujitec
Arlington Courthouse	PE9	Gearless	Passenger	3,500	350	8	Fujitec
Arlington Courthouse	PE10	Gearless	Passenger	3,500	350	8	Fujitec
Arlington Courthouse	PE11	Hydraulic	Passenger	3,000	150	3	MCE
Arlington Courthouse	PE12	Hydraulic	Passenger	3,000	150	3	MCE

Arlington Courthouse	920	Lift	Passenger	11A	N/A	N/A	TERRY LIFTS
Arlington Courthouse	920	Lift	Passenger	10A	N/A	N/A	TERRY LIFTS
Arlington Courthouse	920	Lift	Passenger	10B	N/A	N/A	TERRY LIFTS
Arlington Courthouse	920	Lift	Passenger	10C	N/A	N/A	TERRY LIFTS
Arlington Courthouse	920	Lift	Passenger	10D	N/A	N/A	TERRY LIFTS
Arlington Courthouse	920	Lift	Passenger	3A	N/A	N/A	TERRY LIFTS
Arlington Courthouse	920	Lift	Passenger	3B	N/A	N/A	TERRY LIFTS
Arlington Courthouse	920	Lift	Passenger	3C	N/A	N/A	TERRY LIFTS
Arlington Courthouse	920	Lift	Passenger	3D	N/A	N/A	TERRY LIFTS

DETENTION CENTER- LOCATED ON THE GROUND FLOOR-LOADING DOCK:

LOCATION	EQUIPMENT	MAKE	CAT #	MODEL #
DETENTION CENTER	LIFT	AUTOQUIP	3060044-9	C184T34DK2A

ATTACHMENT C

CONTRACT PRICING

Preventive Maintenance Monthly Pricing

Monthly Billing Effective Date	Jail	Courthouse
Present – June 30, 2017	\$2,691.00	\$11,326.53
July 1, 2017 – June 30, 2018	\$2,771.73	\$11,666.33
July 1, 2018 – June 30, 2019	\$2,854.88	\$12,016.32
July 1, 2019 – June 30, 2020	\$2,940.43	\$12,376.81
July 1, 2020 – June 30, 2021	\$3,028.75	\$12,748.11
July 1, 2021 – June 30, 2022	\$3,119.61	\$13,130.55

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	\$87.29	\$140.42	\$200.60
Mechanic	N/A	\$77.53	\$129.90	\$185.57
Helper	N/A	\$62.04	\$113.19	\$161.71

- 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 B 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	\$200.60	\$300.90	\$341.02	\$401.20
Mechanic	\$185.34	\$278.36	\$315.48	\$371.15
Helper	\$161.71	\$242.48	\$274.91	\$323.37
Team (Mechanic/Helper)	N/A	N/A	N/A	\$694.52

- 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 B.

Position	Regular Hourly Rate	Overtime Hourly Rate
Foreman	\$93.81	\$164.14
Mechanic	\$86.47	\$149.47
Helper	\$74.74	\$126.00
Team (Mechanic/Helper)	\$161.21	\$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.