Docusign Envelope ID: AEA0952B-976A-840B-805F-F8776C65A9DA

AMENDMENT NUMBER FIVE
TO
CONTRACT MA-060-23010019
BETWEEN THE
COUNTY SHERIFF-CORONER DEPARTMENT
AND
FUJITEC AMERICA, INC.

This AMENDMENT NUMBER FIVE to Contract Number MA-060-23010019 (hereinafter "AMENDMENT NUMBER FIVE") between the County of Orange, a political subdivision of the State of California with a place of business at 320 N. Flower Street, 2nd Floor, Santa Ana, CA 92703 (hereinafter "COUNTY") and Fujitec America, Inc. (hereinafter "CONTRACTOR") with a place of business at 12170 Mora Drive, Santa Fe Springs, CA 90670, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract Number MA-060-23010019 on December 20, 2022 for Elevator/Escalator Preventive Maintenance Services, for a three (3) year term of December 20, 2022 through and including December 19, 2025, in an amount not to exceed $1,667,772 renewable for two (2) additional one-year terms (hereinafter "ORIGINAL CONTRACT"); and

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on September 12, 2023 to revise Attachment A, Scope of Work and Attachment B, Compensation and Pricing Provisions, Section 2 Fees and Charges to add the Technology Building as a service location, as well as to increase the not to exceed amount by $1,215,108 for a revised not to exceed amount of $2,882,880 (hereinafter "AMENDMENT NUMBER ONE"); and

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on July 23, 2024 to revise Attachment A, Scope of Work and Attachment B, Compensation and Pricing Provisions, Section 2 Fees and Charges to increase the Monthly Service Rates; as well as to increase the not to exceed amount by $200,000 for a new not to exceed amount of $3,082,880 (hereinafter "AMENDMENT NUMBER TWO"); and

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on December 17, 2024 to revise General Terms and Conditions, Paragraph T. Compliance with Laws; Additional Terms and Conditions, Paragraph 7. Conflict of Interest - Contractor's Personnel, Paragraph 8. Conflict of Interest - County Personnel and Paragraph 30. Sub-Contracting, of the ORIGINAL CONTRACT in its entirety and the CONTRACTOR has confirmed in writing that they understand and are in compliance with the changes to those terms as stated herein; and

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT to revise Attachment A, Scope of Work, Section II Maintenance Requirements and Attachment B, Compensation and Pricing Provisions, to add the new James A. Musick

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Facility as a location; as well as to increase the not to exceed amount by $139,040 for a new not to exceed amount of $3,221,920 (hereinafter "AMENDMENT NUMBER THREE"); and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on November 21, 2025, for a term of December 20, 2025 through and including December 19, 2026, as well as, increased the contract by $200,000 for a new not to exceed amount of $1,273,973.33 (hereinafter "AMENDMENT NUMBER FOUR"); and

WHEREAS, COUNTY desires to amend the ORIGINAL CONTRACT to increase not to exceed amount by $275,000 for a new not to exceed amount of $1,548,973.33 for the term of December 20, 2025 through and including December 19,2026 as well as, add Paragraph 38 to the General Terms and Conditions – Additional Terms and Conditions; and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of December 20, 2026 through and including December 19, 2027 in an amount not to exceed $1,548,973.33, as well as, amend ATTACHMENT A, Scope Of Work, Section VII, Scheduling and ATTACHMENT B, Compensation and Pricing Provisions, Section 2. Fees and Charges, of the ORIGINAL CONTRACT, and the CONTRACTOR has agreed to provide those goods at the rates set forth in this AMENDMENT NUMBER FIVE;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

a. Additional Terms and Conditions, Section 2 – Term of Contract, of the ORIGINAL CONTRACT is amended in its entirety to read as follows:

2. Term of Contract: This Contract shall commence upon execution of all necessary signatures and continue in effect from 12/20/2022 through and including 12/19/2027, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.

b. Additional Terms and Conditions, Section 3 – Renewals, of the ORIGINAL CONTRACT is amended in its entirety to read as follows:

3. Renewal: This Contract may not be renewed.

c. The following Paragraph 38, Facility Sublease, is added in its entirety to the General Terms and Conditions, Additional Terms and Conditions, of the ORIGINAL CONTRACT:

38. Facility Sublease: Notwithstanding anything in this Contract the parties agree:

1) (a) This Contract in all respects is subordinate and subject to the terms of the Indenture for the State Public Works Board of the State of California Lease

Revenue Bonds 2024 Series D (Various Capital Projects) (the "Bonds"), and the Site Lease, the Facility Lease, and the Facility Sublease (including but not limited to, reletting rights) related to the Bonds that involve, or are executed by, the County of Orange and any subsequent indenture or amended or restated site lease, facility lease, and facility sublease entered into to facilitate a refunding of the Bonds; (b) to the extent the Bonds are refunded, the foregoing subordination shall be self-executing and effective automatically without the requirement that any further agreement or confirmation be executed or delivered by County; provided, however, that upon written request from the State Public Works Board in connection with any State Public Works Board Financing, County shall execute such further writings as may be reasonably required to separately document any such subordination; and

2) This Contract is subject to the review and written consent of the State Public Works Board and Department of Corrections and Rehabilitation (CDCR) prior to execution, as is any amendment or modification thereto; and

3) This Contract shall be terminable by the County, CDCR, or at the direction of the State Public Works Board upon thirty (30) days' written notice, without penalty or cause.

d. ATTACHMENT A, Scope of Work, Section VII, Scheduling, of the ORIGINAL CONTRACT is amended in its entirety to read as follows:

VII. Scheduling

a) Contractors' personnel shall arrive at service location as scheduled, ready to begin work, and perform in a skillful and competent manner.
b) Contractor shall provide County a detailed proposed Scheduled Maintenance timeline for County approval, prior to commencement of work, including number of hours per locations and number of technicians required to perform maintenance and service under terms of the contract. Maintenance schedule must include on-site maintenance work 5 days per week, Monday – Friday. County has final approval of schedule to ensure it aligns with the operations of the facilities. Once approved, service timeline shall be strictly adhered to and monitored by County.
c) A resident mechanic shall be onsite 40 hours per week. In the event the resident mechanic is on leave, a back up mechanic shall be provided to ensure 40 hour per week mechanic coverage.
d) Scheduled maintenance, service and repairs should be performed during normal operational hours, in coordination with County. Normal operational hours are 7:00 a.m. to 5:00 p.m. Mon-Fri (PT), excluding holidays.
e) Authorized County representative must be notified in advance, of any service interruption by Contractor and/or modification to service schedule.
f) In the event the Contractor dispatches a technician, currently performing scheduled services for the County, technician shall ensure all County equipment is returned to full working condition prior to leaving service

location. Under no circumstances shall Contractor leave County equipment out of service, for any period of time, without prior written approval.

e. ATTACHMENT B, Compensation and Pricing Provisions, Section 2, Fees and Charges, of the ORIGINAL CONTRACT is amended in its entirety to read as follows:

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

OCSD VERTICAL TRANSPORTATION ASSETS						
Manufacturer	**Asset No**	**State ID**	**Location**	**Description**	**Monthly Service**	**5-Year Load Test**
Sheriff's Headquarters						
Otis	8687	47015	Central Staircase	Hyd/Pass	$421.00	$1,400.00
Intake and Release Center						
Montgomery	8688	87058	Visiting Lobby	Hyd/Pass	$421.00	$1,400.00
Montgomery	8689	87070	Cashiers Lobby	Hyd/Pass	$421.00	$1,400.00
Montgomery	8690	87074	Kitchen	Tract/Freight	$960.00	$2,800.00
Montgomery	8691	87057	Kitchen	Tract/Freight	$960.00	$2,800.00
Montgomery	8692	87056	Main Control UP	**Escalator**	$1,557.00	n/a
Montgomery	8693	87055	Main Control DOWN	**Escalator**	$1,557.00	n/a
Montgomery	8694	87069	Women's Booking Loop	**Escalator**	$1,557.00	n/a
Montgomery	8695	87068	Mod K DOWN to women's	**Escalator**	$1,557.00	n/a
Central Men's Jail						
Otis	8698	47435	N of Main Control	Tract/Freight	$960.00	$2,800.00
Otis	8697	47429	S of Main Control	Tract/Freight	$960.00	$2,800.00
Otis	8696	46963	NE of Loading Dock	Hyd/Freight	$421.00	$1,400.00
Otis	8761	47430	Across from Visiting	Hyd/Freight	$421.00	$1,400.00
Otis	8755	47311	Corridor 1 - 2 UP	**Escalator**	$1,557.00	n/a
Otis	8756	47312	Corridor 2 - 1 DOWN	**Escalator**	$1,557.00	n/a
Otis	8757	47313	Corridor 2 - 3 UP	**Escalator**	$1,557.00	n/a
Otis	8758	47314	Corridor 3 - 2 DOWN	**Escalator**	$1,557.00	n/a
Otis	8752	47315	Corridor 3 - 4 UP	**Escalator**	$1,557.00	n/a
Otis	8753	47316	Corridor 4 - 3 DOWN	**Escalator**	$1,557.00	n/a
Otis	8759	47317	Corridor 4 - 5 UP	**Escalator**	$1,557.00	n/a
Otis	8760	47318	Corridor 5 - 4 DOWN	**Escalator**	$1,557.00	n/a

Central Women's Jail						
Otis	8699	46966	N of Main Control	Hyd/Freight	$421.00	$1,400.00
Theo Lacy Jail						
Montgomery	8749	105640	Mods I & J	Hyd/Pass	$421.00	$1,400.00
Montgomery	8762	105641	Admin E of Locker room 2	Hyd/Pass	$421.00	$1,400.00
Montgomery	8763	105636	Admin across Main Control	Hyd/Freight	$421.00	$1,400.00
Montgomery	374	105637	Admin E Control 1-2 UP	**Escalator**	$1,557.00	n/a
Montgomery	373	105638	Admin E Control 2-1 DOWN	**Escalator**	$1,557.00	n/a
Dover	8748	116857	Mods K & L	Tract/Pass	$960.00	$2,800.00
Thyssen/Krupp	8764	123298	Mods M, N, O	Tract/Freight	$960.00	$2,800.00
Coroner						
Thyssen/Krupp	8700	123655	Lobby	Hyd/Pass	$421.00	$1,400.00
Sandra Hutchens Regional Law Enforcement Training Center (Katella Training)						
Thyssen/Krupp	8754	132623	Training Classroom	Hyd/Pass	$421.00	$1,400.00
	NA	NA	Open Range hallway	**Dumb Waiter**	$421.00	n/a
Building 118						
Otis	10582	95856	Center of Hallway	Hyd/Pass	$421.00	$1,400.00
Technology / Bell Building						
Dover	13254	79142	Main Hallway	Hyd/Pass	$421.00	$1,400.00
James A. Musick Facility						
Shindler	50012290	194186	Phase I L1, L1M	Hydrolic/Pass Elev A-A	$325.00	$1,400.00
Shindler	50012291	194292	Phase I L1, L1M, L2	Traction/Frieght Elev A-B	$650.00	$1,400.00
Shindler	50012292	194291	Phase I T, L1, L1M, L2, L2M, RF	Traction/Frieght Elev A-C	$800.00	$2,800.00
Shindler	50012293	194187	Phase I L1, L1M,	Hydrolic/Pass Elev A-D	$325.00	$1,400.00
Shindler	50012294	194190	Phase I T, L1	Hydrolic/Frieght Elev A-E	$600.00	$2,800.00
Shindler	50012295	194189	Phase II L1, L1M, L2, L2M, RF	Electric/Traction Elev B-A	$750.00	$2,800.00
Shindler	50012296	194188	Phase II L1, L2	Hydrolic/Pass Elev B-B	$325.00	$2,800.00
Shindler	**50012011**	**194059**	**Phase I Admin Level 1, (1-1M)**	**Escalator A-A**	**$1,100.00**	**n/a**
Shindler	**50012012**	**194056**	**Phase I Admin Level 1, (1-1M)**	**Escalator A-B**	**$1,100.00**	**n/a**
Shindler	**50012033**	**194058**	**Phase I Admin Level 1 M/F, (1M-2)**	**Escalator A-C**	**$1,100.00**	**n/a**
Shindler	**50011433**	**194057**	**Phase I Admin Level 1 M/F, (1M-2)**	**Escalator A-D**	**$1,100.00**	**n/a**
Shindler	**50011423**	**194060**	**Phase II Level 1-PH2, (1-2)**	**Escalator B-A**	**$1,100.00**	**n/a**
Shindler	**50011424**	**194061**	**Phase II Level 1-PH2, (1-2)**	**Escalator B-B**	**$1,100.00**	**n/a**
IRC Wheelchair Lifts						Cost Per
Manufacturer	**Asset No**	**State ID**	**Location**	**Description**	**Frequency**	**Service**
Ascension	**50017625**	**194444**	**Mod K**	**Wheelchair Lift**	**Semi-Annual**	**$900.00**

Ascension	**50017626**	**194302**	**Mod L**	**Wheelchair Lift**	**Semi-Annual**	**$900.00**
Ascension	**50017627**	**194363**	**Mod M**	**Wheelchair Lift**	**Semi-Annual**	**$900.00**
Ascension	**50017628**	**194448**	**Mod N**	**Wheelchair Lift**	**Semi-Annual**	**$900.00**
ESCALATOR STEP AND SURFACE CLEANING						
Manufacturer	**Asset No**	**State ID**	**Location**	**Description**	**Frequency**	**Cost Per Service**
Intake and Release Center						
Montgomery	**8692**	**87056**	**Main Control UP**	**Escalator**	**Semi-annual**	**$1,250.00**
Montgomery	**8693**	**87055**	**Main Control DOWN**	**Escalator**	**Semi-annual**	**$1,250.00**
Montgomery	**8694**	**87069**	**Women's Booking Loop**	**Escalator**	**Semi-annual**	**$1,250.00**
Montgomery	**8695**	**87068**	**Mod K DOWN to women's**	**Escalator**	**Semi-annual**	**$1,250.00**
Central Men's Jail						
Otis	8755	47311	Corridor 1 - 2 UP	Escalator	Semi-annual	$1,250.00
Otis	8756	47312	Corridor 2 - 1 DOWN	Escalator	Semi-annual	$1,250.00
Otis	8757	47313	Corridor 2 - 3 UP	Escalator	Semi-annual	$1,250.00
Otis	8758	47314	Corridor 3 - 2 DOWN	Escalator	Semi-annual	$1,250.00
Otis	8752	47315	Corridor 3 - 4 UP	Escalator	Semi-annual	$1,250.00
Otis	8753	47316	Corridor 4 - 3 DOWN	Escalator	Semi-annual	$1,250.00
Otis	8759	47317	Corridor 4 - 5 UP	Escalator	Semi-annual	$1,250.00
Otis	8760	47318	Corridor 5 - 4 DOWN	Escalator	Semi-annual	$1,250.00
Theo Lacy Jail						
Montgomery	374	105637	Admin E Control 1-2 UP	Escalator	Semi-annual	$1,250.00
Montgomery	373	105638	Admin E Control 2-1 DOWN	Escalator	Semi-annual	$1,250.00
James A. Musick Facility						
Shindler	**50012011**	**194059**	**Phase I Admin Level 1, (1-1M)**	**Escalator A-A**	**Semi-annual**	**$2,500.00**
Shindler	**50012012**	**194056**	**Phase I Admin Level 1, (1-1M)**	**Escalator A-B**	**Semi-annual**	**$2,500.00**
Shindler	**50012033**	**194058**	**Phase I Admin Level 1 M/F, (1M-2)**	**Escalator A-C**	**Semi-annual**	**$2,500.00**
Shindler	**50011433**	**194057**	**Phase I Admin Level 1 M/F, (1M-2)**	**Escalator A-D**	**Semi-annual**	**$2,500.00**
Shindler	**50011423**	**194060**	**Phase II Level 1-PH2, (1-2)**	**Escalator B-A**	**Semi-annual**	**$2,500.00**
Shindler	**50011424**	**194061**	**Phase II Level 1-PH2, (1-2)**	**Escalator B-B**	**Semi-annual**	**$2,500.00**

In addition to listed locations and equipment, contractor may also be called out for as-needed repair and troubleshooting calls at other Sheriff facilities.

Labor rates below shall apply to all additional repair services

Description	Technician Hourly Rate
Regular Hours: Monday – Friday 7:00 am - 5:00 pm	$381.00
After Hours: Monday – Friday 5:00 pm - 7:00 am	$648.00
After Hours: Saturday 12:00 am - 11:59 pm	$648.00
After Hours: Sunday and Holidays 12:00 am to 11:59 pm	$762.00

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

Labor rates shall include all direct and indirect expenses including travel and overheard expenditures.

After hour rates shall not be paid on non-emergency response request unless specifically authorized by the County Project Manager.

Materials Mark-up: 0%

Materials shall be charged at invoice cost. **No mark-up** will be accepted. The County reserves the right to purchase repair parts independently.

1. Material cost will be paid based on actual invoice cost to the Contractor.
2. All material items used for each location shall be listed on the invoice.
3. Copies of the actual purchase invoice for each item costing greater than $200 shall be attached to the invoice. County reserves the right to reject material costs not submitted with original purchase invoice.

Specialized Equipment Rental Mark-up: 0%

1. Project specific equipment rental will be reimbursed at invoice cost plus the percentage mark-up quoted for specialized equipment required to perform service, based on individual physical characteristics of the facility. Contractor is to provide original supplier invoice copy for all items. County reserves the right to reject rental costs not submitted with original purchase invoice. Any equipment used for each location shall be listed on corresponding invoice.

Sub-Contracting Mark-up: 0%

1. In the event the County grants approval to have any portion of the services under this scope of work sub-contracted as per Section 29, General Terms and Conditions, services shall be reimbursable to the Contractor. Services to include but not limited to labor and materials shall be charged at invoice cost. **No mark-up** will be accepted.

Contract Shall Not Exceed $1,548,973.33 for term of 12/20/2025 through and including 12/19/2026.

Contract Shall Not Exceed $1,548,973.33 for term of 12/20/2026 through and including 12/19/2027.

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

-Signature Page to Follow-

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER FIVE to ORIGINAL CONTRACT MA-060-23010019.

*Contractor: Fujitec America, Inc.

By: DocuSigned by: Gary Krupp 5CF3085CE681435... Title: President

Print Name: Gary Krupp Date: 9/30/26

*Contractor: Fujitec America, Inc.

By: Signed by: D. Yoshimura 6547973E4DAE418... Title: VP/Treasurer

Print Name: DAIJI YOSHIMURA Date: 9/30/26

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

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

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: DocuSigned by: Christopher Anderson FD52599179CA41C... Deputy

Docusign Envelope ID: AEA0952B-976A-840B-805F-F8776C65A9DA

CONSENTED TO (Pursuant to a Facility Sublease Dated October 15, 2024 between the Department of Corrections and Rehabilitation of the State of California and the County of Orange and the County certificate to the Tax Certification referenced therein).

CONSENT
STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA

By _____ _____
Koreen H. van Ravenhorst, Deputy Director Date

DEPARTMENT OF CORRECTIONS AND REHABILITATION OF THE STATE OF CALIFORNIA

By _____ _____
Michelle Weaver, Deputy Director Date

AMENDMENT NUMBER FOUR
TO
CONTRACT MA-060-23010019
BETWEEN THE
COUNTY SHERIFF-CORONER DEPARTMENT
AND
FUJITEC AMERICA, INC.

This AMENDMENT NUMBER FOUR to Contract Number MA-060-23010019 (hereinafter "AMENDMENT NUMBER FOUR") between the County of Orange, a political subdivision of the State of California with a place of business at 320 N. Flower Street, 2nd Floor, Santa Ana, CA 92703 (hereinafter "COUNTY") and Fujitec America, Inc. (hereinafter "CONTRACTOR") with a place of business at 12170 Mora Drive, Santa Fe Springs, CA 90670, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract Number MA-060-23010019 on December 20, 2022 for Elevator/Escalator Preventive Maintenance Services, for a three (3) year term of December 20, 2022 through and including December 19, 2025, in an amount not to exceed $1,667,772 renewable for two (2) additional one-year terms (hereinafter "ORIGINAL CONTRACT"); and

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on September 12, 2023 to revise Attachment A, Scope of Work and Attachment B, Compensation and Pricing Provisions, Section 2 Fees and Charges to add the Technology Building as a service location, as well as to increase the not to exceed amount by $1,215,108 for a revised not to exceed amount of $2,882,880 (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on July 23, 2024 to revise Attachment A, Scope of Work and Attachment B, Compensation and Pricing Provisions, Section 2 Fees and Charges to increase the Monthly Service Rates; as well as to increase the not to exceed amount by $200,000 for a new not to exceed amount of $3,082,880 (hereinafter "AMENDMENT NUMBER TWO");

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on December 17, 2024 to revise General Terms and Conditions, Paragraph T. Compliance with Laws; Additional Terms and Conditions, Paragraph 7. Conflict of Interest - Contractor's Personnel, Paragraph 8. Conflict of Interest - County Personnel and Paragraph 30. Sub-Contracting, of the ORIGINAL CONTRACT in its entirety and the CONTRACTOR has confirmed in writing that they understand and are in compliance with the changes to those terms as stated herein; and

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT to revise Attachment A, Scope of Work, Section II Maintenance Requirements and Attachment B, Compensation and Pricing Provisions, to add the new James A. Musick Facility as a location; as well as to increase the not to exceed amount by $139,040 for a new not to exceed amount of $3,221,920 (hereinafter "AMENDMENT NUMBER THREE");

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a term of December 20, 2025 through and including December 19, 2026, as well as, to increase the contract by $200,000 for a new not to exceed amount of $1,273,973.33 and the CONTRACTOR has agreed to provide these services set forth in the ORIGINAL CONTRACT and AMENDMENT NUMBER

THREE;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY SHERIFF-CORONER DEPARTMENT and CONTRACTOR agree as follows:

1. ARTICLES

   a. Additional Terms and Conditions, Section 2 – Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

      2. Term of Contract: This Contract shall commence upon execution of all necessary signatures and continue in effect from 12/20/2022 through and including 12/19/2026, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.

   b. Additional Terms and Conditions, Section 3 – Renewals, of the ORIGINAL CONTRACT is amended in its entirety as follows:

      3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for one (1) additional one (1) year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

   c. ATTACHMENT B, Compensation and Pricing Provisions, Section 2 Fees and Charges, of the ORIGINAL CONTRACT is amended in part as follows:

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

Contract Shall Not Exceed $1,273,973.33 for term of 12/20/2025 through and including 12/19/2026.

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

-Signature Page to Follow-

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER FOUR to ORIGINAL CONTRACT MA-060-23010019.

*Contractor: Fujitec America, Inc.

DocuSigned by:

By: Gary Krupp 5CF3085CE681435... Title: President

Print Name: Gary Krupp Date: 8/22/25

*Contractor: Fujitec America, Inc.

DocuSigned by:

By: D Yoshimura 6547973E4DAE418... Title: VP/Treasurer

Print Name: Daiji Yoshimura Date: 8/22/2025

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

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

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By: Title: Deputy Procurement Agent

Print Name: Yvette Torres Date: 11/21/25

Approved by the Board of Supervisors: 10/14/25

Approved as to Form
Office of the County Counsel
Orange County, California

DocuSigned by:

By: Annie Loo B7726751D1E947E...
Deputy

AMENDMENT NUMBER THREE
TO
CONTRACT MA-060-23010019
BETWEEN THE
COUNTY SHERIFF-CORONER DEPARTMENT
AND
FUJITEC AMERICA, INC.

This AMENDMENT NUMBER THREE to Contract Number MA-060-23010019 (hereinafter "AMENDMENT NUMBER THREE") between the County of Orange, a political subdivision of the State of California with a place of business at 320 N. Flower Street, 2nd Floor, Santa Ana, CA 92703 (hereinafter "COUNTY") and Fujitec America, Inc. (hereinafter "CONTRACTOR") with a place of business at 12170 Mora Drive, Santa Fe Springs, CA 90670, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract Number MA-060-23010019 on December 20, 2022 for Elevator/Escalator Preventive Maintenance Services, for a three (3) year term of December 20, 2022 through and including December 19, 2025, in an amount not to exceed $1,667,772 renewable for two (2) additional one-year terms (hereinafter "ORIGINAL CONTRACT"); and

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on September 12, 2023 to revise Attachment A, Scope of Work and Attachment B, Compensation and Pricing Provisions, Section 2 Fees and Charges to add the Technology Building as a service location, as well as to increase the not to exceed amount by $1,215,108 for a revised not to exceed amount of $2,882,880 (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on July 23, 2024 to revise Attachment A, Scope of Work and Attachment B, Compensation and Pricing Provisions, Section 2 Fees and Charges to increase the Monthly Service Rates; as well as to increase the not to exceed amount by $200,000 for a new not to exceed amount of $3,082,880 (hereinafter "AMENDMENT NUMBER TWO");

WHEREAS, COUNTY desires to amend General Terms and Conditions, Paragraph T. Compliance with Laws; Additional Terms and Conditions, Paragraph 7. Conflict of Interest - Contractor's Personnel, Paragraph 8. Conflict of Interest - County Personnel and Paragraph 30. Sub-Contracting, of the ORIGINAL CONTRACT in its entirety and the CONTRACTOR has confirmed in writing that they understand and are in compliance with the changes to those terms as stated herein; and

WHEREAS, COUNTY desires to amend the ORIGINAL CONTRACT to revise Attachment A, Scope of Work, Section II Maintenance Requirements and Attachment B, Compensation and Pricing Provisions, to add the new James A. Musick Facility as a location; as well as to increase the not to exceed amount by $139,040 for a new not to exceed amount of $3,221,920 and the CONTRACTOR has agreed to provide these services set forth in the ORIGINAL CONTRACT and this AMENDMENT NUMBER THREE;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY SHERIFF-CORONER DEPARTMENT and CONTRACTOR agree as follows:

1. ARTICLES

a. General Terms and Conditions, Paragraph T. Compliance with Laws of the ORIGINAL CONTRACT is amended in its entirety as follows:

T. Compliance with Laws:
Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

b. Additional Terms and Conditions, Paragraph 7. Conflict of Interest - Contractor's Personnel, Paragraph 8. Conflict of Interest-County Personnel and Paragraph 29. Sub-Contracting of the ORIGINAL CONTRACT are amended in its entirety as follows:

7. Conflict of Interest - Contractor's Personnel:
Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor's officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

8. Conflict of Interest - County Personnel:
   County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

29. Sub-Contracting:
   No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

   In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

c. ATTACHMENT A, Scope of Work, Section II Maintenance Requirements of the ORIGINAL CONTRACT is amended in its entirety as follows:

II. Maintenance Requirements

a) Contractor shall provide inspection, testing, cleaning, maintenance, repairs, adjustment, alterations, and replacement services. Equipment manufacturers include, but are not limited to, Dover, Montgomery, Otis, and Thyssen/Krupp.
b) Contractor shall regularly and systematically examine, clean, lubricate, and adjust all transportation equipment to manufacturer and County specifications and recommendations.
c) Contractor performance evaluations shall include, but not limited to, car speed, door operations, ride quality, car leveling, speed variance, noise and vibration control, floor to floor time, fire servicing testing, and all system operations.
d) Contractor shall additionally provide monthly service, including all firefighters' service operational tests and any required tests by State, Federal and Local Law and regulatory agencies, including but not limited to, all current Safety Code for Elevators and Escalators ASME rule 1206.7.
e) Contractor shall provide Annual Inspection, including, standby power operational test, no-load, slow speed, counterweight safeties, governors, pressure switch (as required), buffers, and any required tests by State, Federal and Local Law and regulatory agencies, and as required, including but not limited to, all current Safety Code for Elevators and Escalators ASME A17.1.

f) Contractor shall provide, at minimum every 5 years, full-load, full-speed tests of safeties, governors, and buffers as required by State, Federal and Local Law and regulatory agencies, and as all current Safety Code for Elevators and Escalators ASME A17.1.

g) Contractor shall perform routine maintenance and repairs on equipment such that equipment and systems are preserved or restored to effective operational condition and may be effectively used for its designated purpose.

h) Contractor shall schedule technician to accompany state inspector upon request.

i) Contractor shall immediately respond to preliminary orders from the State Department of Industrial Relations, including addressing Orders to Correct from the State.

j) Contractor shall provide sufficient, qualified, trained, experienced and, if applicable, certified personnel to service systems and equipment under the contract.

k) Contractor shall provide all labor, supplies, supervision, tools, transportation (including parking and travel), Personal Protection Equipment (PPE) and all necessary material and equipment to perform routine maintenance and service, including any special diagnostic or adjustment tools, equipment, instruments, and consumables required under manufactures maintenance specification and recommendations.

l) Contractor shall have "on-hand" Material Safety Data Sheet (MSDS) for any chemical or other potentially dangerous substances while performing any service on behalf of County.

m) Contractor shall provide, maintain, and locate all appropriate safety and traffic control (delineation) equipment required to protect employees, the public, and all surrounding areas and population.

n) Contractor shall provide and perform install software and firmware maintenance in accordance with manufacturer specifications and recommendations, when applicable.

o) Contractor shall perform complete escalator step and surface cleaning to all equipment surfaces, including all handrails and landings on a semi-annual basis.

p) Contractor shall quote heavy duty disassembly cleaning of the escalators on an as-needed basis at the request of the County, including but not limited to:
    a. Removal of all escalator steps and pressure steam wash
    b. Tighten, lube, align, repair and/or replace roller bearings
    c. Clean side tracks of all excess grease, dust, dirt and debris
    d. Vacuum and clean the surfaces of escalator pits and remove all dirt and debris
    e. Inspect all escalator equipment for wear and tear and deficiencies; contractor shall immediately report deficiencies and provide written quote prior to any additional work being performed.

q) Contractor shall provide additional services outside scope of routine maintenance requirements for repairs and modifications at the request of authorized County representative. Contractor shall provide written quote for services prior to providing service using contracted rates for time and materials listed in Attachment B of this contract.

r) Contractor shall provide detailed reporting on "as-needed" additional services to be coordinated with authorized County representative. All quotes for additional services must contain detailed labor and materials charges and be approved by County prior to commencement of repair(s).

s) Contractor shall immediately notify authorized County representative of any site conditions or changes affecting Contractor's ability to perform services.

d. ATTACHMENT B, Compensation and Pricing Provisions, Section 2 Fees and Charges, of the ORIGINAL CONTRACT is amended in its entirety as follows:

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

OCSD VERTICAL TRANSPORTATION ASSETS						
Manufacturer	**Asset No**	**State ID**	**Location**	**Description**	**Monthly Service**	**5-Year Load Test**
Sheriff's Headquarters						
Otis	8687	47015	Central Staircase	Hyd/Pass	$421.00	$1,400.00
Intake and Release Center						
Montgomery	8688	87058	Visiting Lobby	Hyd/Pass	$421.00	$1,400.00
Montgomery	8689	87070	Cashiers Lobby	Hyd/Pass	$421.00	$1,400.00
Montgomery	8690	87074	Kitchen	Tract/Freight	$960.00	$2,800.00
Montgomery	8691	87057	Kitchen	Tract/Freight	$960.00	$2,800.00
Montgomery	8692	87056	Main Control UP	**Escalator**	$1,557.00	n/a
Montgomery	8693	87055	Main Control DOWN	**Escalator**	$1,557.00	n/a
Montgomery	8694	87069	Women's Booking Loop	**Escalator**	$1,557.00	n/a
Montgomery	8695	87068	Mod K DOWN to women's	**Escalator**	$1,557.00	n/a
Central Men's Jail						
Otis	8698	47435	N of Main Control	Tract/Freight	$960.00	$2,800.00
Otis	8697	47429	S of Main Control	Tract/Freight	$960.00	$2,800.00
Otis	8696	46963	NE of Loading Dock	Hyd/Freight	$421.00	$1,400.00
Otis	8761	47430	Across from Visiting	Hyd/Freight	$421.00	$1,400.00
Otis	8755	47311	Corridor 1 - 2 UP	Escalator	$1,557.00	n/a
Otis	8756	47312	Corridor 2 - 1 DOWN	**Escalator**	$1,557.00	n/a
Otis	8757	47313	Corridor 2 - 3 UP	**Escalator**	$1,557.00	n/a
Otis	8758	47314	Corridor 3 - 2 DOWN	**Escalator**	$1,557.00	n/a
Otis	8752	47315	Corridor 3 - 4 UP	**Escalator**	$1,557.00	n/a
Otis	8753	47316	Corridor 4 - 3 DOWN	**Escalator**	$1,557.00	n/a
Otis	8759	47317	Corridor 4 - 5 UP	**Escalator**	$1,557.00	n/a
Otis	8760	47318	Corridor 5 - 4 DOWN	**Escalator**	$1,557.00	n/a
Central Women's Jail						
Otis	8699	46966	N of Main Control	Hyd/Freight	$421.00	$1,400.00
Theo Lacy Jail						
Montgomery	8749	105640	Mods I & J	Hyd/Pass	$421.00	$1,400.00
Montgomery	8762	105641	Admin E of Locker room 2	Hyd/Pass	$421.00	$1,400.00
Montgomery	8763	105636	Admin across Main Control	Hyd/Freight	$421.00	$1,400.00
Montgomery	374	105637	Admin E Control 1-2 UP	**Escalator**	$1,557.00	n/a

Montgomery	373	105638	Admin E Control 2-1 DOWN	**Escalator**	$1,557.00	n/a
Dover	8748	116857	Mods K & L	Tract/Pass	$960.00	$2,800.00
Thyssen/Krupp	8764	123298	Mods M, N, O	Tract/Freight	$960.00	$2,800.00
Coroner						
Thyssen/Krupp	8700	123655	Lobby	Hyd/Pass	$421.00	$1,400.00
Sandra Hutchens Regional Law Enforcement Training Center (Katella Training)						
Thyssen/Krupp	8754	132623	Training Classroom	Hyd/Pass	$421.00	$1,400.00
	NA	NA	Open Range hallway	**Dumb Waiter**	$421.00	n/a
Building 118						
Otis	10582	95856	Center of Hallway	Hyd/Pass	$421.00	$1,400.00
Technology / Bell Building						
Dover	13254	79142	Main Hallway	Hyd/Pass	$421.00	$1400.00
James A. Musick Facility						
Shindler	50012290	194186	Phase I L1, L1M	Hydrolic/Pass Elev A-A	$325.00	$1,400.00
Shindler	50012291	194292	Phase I L1, L1M, L2	Traction/Frieght Elev A-B	$650.00	$1,400.00
Shindler	50012292	194291	Phase I T, L1, L1M, L2, L2M, RF	Traction/Frieght Elev A-C	$800.00	$2,800.00
Shindler	50012293	194187	Phase I L1, L1M,	Hydrolic/Pass Elev A-D	$325.00	$1,400.00
Shindler	50012294	194190	Phase I T, L1	Hydrolic/Frieght Elev A-E	$600.00	$2,800.00
Shindler	50012295	194189	Phase II L1, L1M, L2, L2M, RF	Electric/Traction Elev B-A	$750.00	$2,800.00
Shindler	50012296	194188	Phase II L1, L2	Hydrolic/Pass Elev B-B	$325.00	$2,800.00
Shindler	50012011	*TBD-at this time*	Phase I Admin Level 1, (1-1M)	Escalator A-A	$1,100.00	n/a
Shindler	50012012	*TBD-at this time*	Phase I Admin Level 1, (1-1M)	Escalator A-B	$1,100.00	n/a
Shindler	50012033	*TBD-at this time*	Phase I Admin Level 1 M/F, (1M-2)	Escalator A-C	$1,100.00	n/a
Shindler	50011433	*TBD-at this time*	Phase I Admin Level 1 M/F, (1M-2)	Escalator A-D	$1,100.00	n/a
Shindler	50011423	*TBD-at this time*	Phase II Level 1-PH2, (1-2)	Escalator B-A	$1,100.00	n/a
Shindler	50011424	*TBD-at this time*	Phase II Level 1-PH2, (1-2)	Escalator B-B	$1,100.00	n/a

ESCALATOR STEP AND SURFACE CLEANING						
Manufacturer	**Asset No**	**State ID**	**Location**	**Description**	**Frequency**	**Cost Per Service**
Intake and Release Center						
Montgomery	8692	87056	Main Control UP	Escalator	Semi-annual	$1,250.00
Montgomery	8693	87055	Main Control DOWN	Escalator	Semi-annual	$1,250.00
Montgomery	8694	87069	Women's Booking Loop	Escalator	Semi-annual	$1,250.00

Montgomery	8695	87068	Mod K DOWN to women's	Escalator	Semi-annual	$1,250.00
Central Men's Jail						
Otis	8755	47311	Corridor 1 - 2 UP	Escalator	Semi-annual	$1,250.00
Otis	8756	47312	Corridor 2 - 1 DOWN	Escalator	Semi-annual	$1,250.00
Otis	8757	47313	Corridor 2 - 3 UP	Escalator	Semi-annual	$1,250.00
Otis	8758	47314	Corridor 3 - 2 DOWN	Escalator	Semi-annual	$1,250.00
Otis	8752	47315	Corridor 3 - 4 UP	Escalator	Semi-annual	$1,250.00
Otis	8753	47316	Corridor 4 - 3 DOWN	Escalator	Semi-annual	$1,250.00
Otis	8759	47317	Corridor 4 - 5 UP	Escalator	Semi-annual	$1,250.00
Otis	8760	47318	Corridor 5 - 4 DOWN	Escalator	Semi-annual	$1,250.00
Theo Lacy Jail						
Montgomery	374	105637	Admin E Control 1-2 UP	Escalator	Semi-annual	$1,250.00
Montgomery	373	105638	Admin E Control 2-1 DOWN	Escalator	Semi-annual	$1,250.00
James A. Musick Facility						
Shindler	50012011	*TBD-at this time*	Phase I Admin Level 1, (1-1M)	Escalator	Semi-annual	$2,500.00
Shindler	50012012	*TBD-at this time*	Phase I Admin Level 1, (1-1M)	Escalator	Semi-annual	$2,500.00
Shindler	50012033	*TBD-at this time*	Phase I Admin Level 1 M/F, (1M-2)	Escalator	Semi-annual	$2,500.00
Shindler	50011433	*TBD-at this time*	Phase I Admin Level 1 M/F, (1M-2)	Escalator	Semi-annual	$2,500.00
Shindler	50011423	*TBD-at this time*	Phase II Level 1-PH2, (1-2)	Escalator	Semi-annual	$2,500.00
Shindler	50011424	*TBD-at this time*	Phase II Level 1-PH2, (1-2)	Escalator	Semi-annual	$2,500.00

In addition to listed locations and equipment, contractor may also be called out for as-needed repair and troubleshooting calls at other Sheriff facilities.

Labor rates below shall apply to all additional repair services

Description	Technician Hourly Rate
Regular Hours: Monday – Friday 7:00 am - 5:00 pm	$381.00
After Hours: Monday – Friday 5:00 pm - 7:00 am	$648.00
After Hours: Saturday 12:00 am - 11:59 pm	$648.00
After Hours: Sunday and Holidays 12:00 am to 11:59 pm	$762.00

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

Labor rates shall include all direct and indirect expenses including travel and overheard expenditures.

After hour rates shall not be paid on non-emergency response request unless specifically authorized by the County Project Manager.

Materials

Materials shall be charged at invoice cost. **No mark-up** will be accepted. The County reserves the right to purchase repair parts independently.

1. Material cost will be paid based on actual invoice cost to the Contractor.
2. All material items used for each location shall be listed on the invoice.
3. Copies of the actual purchase invoice for each item costing greater than $200 shall be attached to the invoice. County reserves the right to reject material costs not submitted with original purchase invoice.

Specialized Equipment Rental Mark-up: 0%

1. Project specific equipment rental will be reimbursed at invoice cost plus the percentage mark-up quoted for specialized equipment required to perform service, based on individual physical characteristics of the facility. Contractor is to provide original supplier invoice copy for all items. County reserves the right to reject rental costs not submitted with original purchase invoice. Any equipment used for each location shall be listed on corresponding invoice.

Sub-Contracting Mark-up: 0%

1. In the event the County grants approval to have any portion of the services under this scope of work sub-contracted as per Section 29, General Terms and Conditions, services shall be reimbursable to the Contractor. Services to include but not limited to labor and materials shall be charged at invoice cost. **No mark-up** will be accepted.

Contract not to exceed $3,221,920 for initial three (3) year term.

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

-Signature Page to Follow-

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER THREE to ORIGINAL CONTRACT MA-060-23010019.

*Contractor: Fujitec America, Inc.

DocuSigned by:

By: Gary Krupp Title: President

Print Name: Gary Krupp Date: 11/5/2024

*Contractor: Fujitec America, Inc.

DocuSigned by:

By: D Yoshimura Title: VP/Treasurer

Print Name: Daiji Yoshimura Date: 11/5/2024

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

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

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By: Title: Deputy Purchasing Agent

Print Name: Olivia Prudencio Date: 12/17/24

Approved by the Board of Supervisors: 12/17/24

Approved as to Form
Office of the County Counsel
Orange County, California

DocuSigned by:

By: Annie Loo

Deputy

AMENDMENT NUMBER TWO
TO
CONTRACT MA-060-23010019
BETWEEN THE
COUNTY SHERIFF-CORONER DEPARTMENT
AND
FUJITEC AMERICA, INC.

This AMENDMENT NUMBER TWO to Contract Number MA-060-23010019 (hereinafter "AMENDMENT NUMBER TWO") between the County of Orange, a political subdivision of the State of California with a place of business at 320 N. Flower Street, 2nd Floor, Santa Ana, CA 92703 (hereinafter "COUNTY") and Fujitec America, Inc. (hereinafter "CONTRACTOR") with a place of business at 12170 Mora Drive, Santa Fe Springs, CA 90670, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract Number MA-060-23010019 on December 20, 2022 for Elevator/Escalator Preventive Maintenance Services, for a three (3) year term of December 20, 2022 through and including December 19, 2025, in an amount not to exceed $1,667,772 renewable for two (2) additional one-year terms (hereinafter "ORIGINAL CONTRACT"); and

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on September 12, 2023 to revise Attachment A, Scope of Work and Attachment B, Compensation and Pricing Provisions, Section 2 Fees and Charges to add the Technology Building as a service location, as well as to increase the not to exceed amount by $1,215,108 for a revised not to exceed amount of $2,882,880 (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY desires to amend the ORIGINAL CONTRACT to revise Attachment A, Scope of Work and Attachment B, Compensation and Pricing Provisions, Section 2 Fees and Charges to increase the Monthly Service Rates; as well as to increase the not to exceed amount by $200,000 for a new not to exceed amount of $3,082,880 and the CONTRACTOR has agreed to provide these services set forth in the ORIGINAL CONTRACT and this AMENDMENT NUMBER TWO;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY SHERIFF-CORONER DEPARTMENT and CONTRACTOR agree as follows:

1. ARTICLES

a. ATTACHMENT A, Scope of Work, Scheduling of the ORIGINAL CONTRACT is amended in part to add the following:

VII. Scheduling

f) A resident mechanic shall be onsite 40 hours per week. In the event the resident mechanic is on leave, a back-up mechanic shall be provided to ensure 40 hour per week mechanic coverage.

b. ATTACHMENT B, Compensation and Pricing Provisions, Section 2 – Fees and Charges of the ORIGINAL CONTRACT is amended in part as follows:

2. Fees and Charges:

OCSD VERTICAL TRANSPORTATION ASSETS						
Manufacturer	**Asset No**	**State ID**	**Location**	**Description**	**Monthly Service**	**5-Year Load Test**
Sheriff's Headquarters						
Otis	8687	47015	Central Staircase	Hyd/Pass	$421.00	$1,400.00
Intake and Release Center						
Montgomery	8688	87058	Visiting Lobby	Hyd/Pass	$421.00	$1,400.00
Montgomery	8689	87070	Cashiers Lobby	Hyd/Pass	$421.00	$1,400.00
Montgomery	8690	87074	Kitchen	Tract/Freight	$960.00	$2,800.00
Montgomery	8691	87057	Kitchen	Tract/Freight	$960.00	$2,800.00
Montgomery	8692	87056	Main Control UP	**Escalator**	$1,557.00	$
Montgomery	8693	87055	Main Control DOWN	**Escalator**	$1,557.00	$
Montgomery	8694	87069	Women's Booking Loop	**Escalator**	$1,557.00	$
Montgomery	8695	87068	Mod K DOWN to women's	**Escalator**	$1,557.00	$
Central Men's Jail						
Otis	8698	47435	N of Main Control	Tract/Freight	$960.00	$2,800.00
Otis	8697	47429	S of Main Control	Tract/Freight	$960.00	$2,800.00
Otis	8696	46963	NE of Loading Dock	Hyd/Freight	$421.00	$1,400.00
Otis	8761	47430	Across from Visiting	Hyd/Freight	$421.00	$1,400.00
Otis	8755	47311	Corridor 1 - 2 UP	Escalator	$1,557.00	$
Otis	8756	47312	Corridor 2 - 1 DOWN	**Escalator**	$1,557.00	$
Otis	8757	47313	Corridor 2 - 3 UP	**Escalator**	$1,557.00	$
Otis	8758	47314	Corridor 3 - 2 DOWN	**Escalator**	$1,557.00	$
Otis	8752	47315	Corridor 3 - 4 UP	**Escalator**	$1,557.00	$
Otis	8753	47316	Corridor 4 - 3 DOWN	**Escalator**	$1,557.00	$
Otis	8759	47317	Corridor 4 - 5 UP	**Escalator**	$1,557.00	$
Otis	8760	47318	Corridor 5 - 4 DOWN	**Escalator**	$1,557.00	$
Central Women's Jail						
Otis	8699	46966	N of Main Control	Hyd/Freight	$421.00	$1,400.00
Theo Lacy Jail						
Montgomery	8749	105640	Mods I & J	Hyd/Pass	$421.00	$1,400.00
Montgomery	8762	105641	Admin E of Locker room 2	Hyd/Pass	$421.00	$1,400.00
Montgomery	8763	105636	Admin across Main Control	Hyd/Freight	$421.00	$1,400.00
Montgomery	374	105637	Admin E Control 1-2 UP	**Escalator**	$1,557.00	-

Montgomery	373	105638	Admin E Control 2-1 DOWN	**Escalator**	$1,557.00	-
Dover	8748	116857	Mods K & L	Tract/Pass	$960.00	$2,800.00
Thyssen/Krupp	8764	123298	Mods M, N, O	Tract/Freight	$960.00	$2,800.00
Coroner						
Thyssen/Krupp	8700	123655	Lobby	Hyd/Pass	$421.00	$1,400.00
Sandra Hutchens Regional Law Enforcement Training Center (Katella Training)						
Thyssen/Krupp	8754	132623	Training Classroom	Hyd/Pass	$421.00	$1,400.00
	NA	NA	Open Range hallway	**Dumb Waiter**	$421.00	-
Building 118						
Otis	10582	95856	Center of Hallway	Hyd/Pass	$421.00	$1,400.00
Technology / Bell Building						
Dover	13254	79142	Main Hallway	Hyd/Pass	$421.00	$1400.00

Contract not to exceed $3,082,880 for initial three (3) year term.

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

-Signature Page to Follow-

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER TWO to ORIGINAL CONTRACT MA-060-23010019.

*Contractor: Fujitec America, Inc.

By: DocuSigned by. Gary Krupp 5CGP985CE6B1489... Title: President

Print Name: Gary Krupp Date: 6/5/24

*Contractor: Fujitec America, Inc.

By: DocuSigned by: D Yoshimura 6547073E4DAE418... Title: VP/Treasurer

Print Name: Daiji Yoshimura Date: 6/5/24

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

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

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By [signature] Title: Procurement Manager

Print Name: YVETTE DAVIES Date: 7/23/24

Approved by the Board of Supervisors: 7/23/2024

Approved as to Form
Office of the County Counsel
Orange County, California

By: DocuSigned by: Annie Loo B7726751D1E947E...
Deputy

DocuSign Envelope ID: D8994558-7C4D-4636-B356-A09944D8C4C3

AMENDMENT NUMBER ONE
TO
CONTRACT MA-060-23010019
BETWEEN THE
COUNTY SHERIFF-CORONER DEPARTMENT
AND
FUJITEC AMERICA, INC.

This AMENDMENT NUMBER ONE to Contract Number MA-060-23010019 (hereinafter "AMENDMENT NUMBER ONE") between the County of Orange, a political subdivision of the State of California with a place of business at 320 N. Flower Street, 2nd Floor, Santa Ana, CA 92703 (hereinafter "COUNTY") and Fujitec America, Inc. (hereinafter "CONTRACTOR") with a place of business at 12170 Mora Drive, Santa Fe Springs, CA 90670, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract Number MA-060-23010019 on December 20, 2022 for Elevator/Escalator Preventive Maintenance Services, for a three (3) year term of December 20, 2022 through and including December 19, 2025, in an amount not to exceed $1,667,772 renewable for two (2) additional one-year terms (hereinafter "ORIGINAL CONTRACT"); and

WHEREAS, COUNTY desires to amend the ORIGINAL CONTRACT to revise Attachment A, Scope of Work and Attachment B, Compensation and Pricing Provisions, Section 2 Fees and Charges to add the Technology Building as a service location, as well as to increase the not to exceed amount by $1,215,108 for a revised not to exceed amount of $2,882,880 and the CONTRACTOR has agreed to provide these services at the rates set forth in the ORIGINAL CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY SHERIFF-CORONER DEPARTMENT and CONTRACTOR agree as follows:

1. ARTICLES

a. ATTACHMENT A, Scope of Work, Service Coordination of the ORIGINAL CONTRACT is amended in part as follows:

Shop	Personnel	Phone Number
North Shop Theo Lacy Jail Sandra Hutchens Regional Training Center	Craft Supervisor Shop Planner	714-935-7006 714-935-8098
Central Shop Central Jails / Coroner / Sheriff Headquarters Building 118	Craft Supervisor Shop Planner	714-647-6175 714-647-4556
South Shop James A. Musick Facility Technology / Bell Building	Craft Supervisor Shop Planner	949-855-5465 949-855-5474
Contract Administrator	Elizabeth Ochoa	714-935-6841
Facilities Operations Service Desk		714-935-6606
Watch Commander: (After hours dispatch - 5:00 p.m. to 7:00 a.m.)		714-935-6606

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b. ATTACHMENT B, Compensation and Pricing Provisions, Section 2 – Fees and Charges of the ORIGINAL CONTRACT is amended to add to the OCSD VERTICAL TRANSPORTATION ASSETS chart and change the not to exceed amount as follows::

2. Fees and Charges:

OCSD VERTICAL TRANSPORTATION ASSETS						
Manufacturer	Asset No.	State ID	Location	Description	Monthly Service	5-Year Load Test
OCSD Technology / Bell Building						
Dover	13254	79142	Main Hallway	Hyd/Pass	$303.00	$1,400.00

Contract not to exceed $2,882,880 for initial three (3) year term.

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

-Signature Page to Follow-

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IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ONE to ORIGINAL CONTRACT MA-060-23010019.

*Contractor: Fujitec America, Inc.

By: DocuSigned by: Gary Krupp AEA7959741EED491... Title: President

Print Name: Gary Krupp Date: 7/31/2023

*Contractor: Fujitec America, Inc.

By: DocuSigned by: D Yoshimura 6547973E4DAE418... Title: VP/Treasurer

Print Name: Daiji Yoshimura Date: 7/31/2023

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

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

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By: _____ Title: Administrative Manager I

Print Name: Olivia Prudencio Date: 9/12/23

Approved by the Board of Supervisors: 9/12/23

Approved as to Form
Office of the County Counsel
Orange County, California

By: Annie Loo Digitally signed by Annie Loo DN: cn=Annie Loo, o=County Counsel, ou, email=annie.loo@coco.ocgov.com, c=US Date: 2023.08.02 15:11:38 -07'00'

Deputy

Contract MA-060-23010019
with
Fujitec America, Inc.
for
Elevator/Escalator Preventive Maintenance Services

This Contract MA-060-23010019 for Elevator/Escalator Preventive Maintenance Services (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as "County") and Fujitec America, Inc., with a place of business at 12170 Mora Drive, Santa Fe Springs, CA 90670 (hereinafter referred to as "Contractor"), with a County and Contractor sometimes referred to as "Party" or collectively as "Parties".

ATTACHMENTS

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

Attachment A – Scope of Work
Attachment B – Compensation and Pricing Provision
Attachment C - Orange County Sheriff's Department Tool Control Policy

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Elevator/Escalator Preventive Maintenance Services under a firm fixed fee Contract; and

WHEREAS, County solicited Contract for Elevator/Escalator Preventive Maintenance Services as set forth herein, and Contractor represented that it is qualified to provide Elevator/Escalator Preventive Maintenance Services to the County as further set forth here; and

WHEREAS, Contractor agrees to provide Elevator/Escalator Preventive Maintenance Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Pricing Provision, attached hereto as Attachment B; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

A. Governing Law and Venue: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of

competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B. Entire Contract: This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

E. Delivery: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

F. Acceptance Payment: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. Warranty: Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

I. Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. Non-Discrimination: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

K. Termination: In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

L. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. Independent Contractor: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

N. Performance Warranty: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

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

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

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

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

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

Qualified Insurer

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

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk

Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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

Coverage	Minimum Limits
Commercial General Liability	$5,000,000 per occurrence $5,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	$1,000,000 per occurrence

All insurance limits may be met by any combination of primary layer and excess layer insurance policies. Excess/Umbrella policies must provide Follow Form coverage.

Required Coverage Forms

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

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

1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insured's, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*.

2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

3) A Products and Completed Operations endorsement using ISO Form CG2037 (ed. 10/01) or a form at least as broad, or an acceptable alternative is the ISO from CG2010 (ed. 11/85)

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents, and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

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

Notwithstanding any provision to the contrary, contractor's insurance shall be primary and non- contributory, subrogation shall be waived, and Additional Insureds shall be defended pursuant to the terms in Paragraph Z (Indemnification).

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

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insured's" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

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

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

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

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

P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. Change of Ownership/Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required

under the terms of sale or other instruments of transfer to assume Contractor's duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.

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

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

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

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

S. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "**Z**" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. Freight: "Intentionally Left Blank"

V. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

X. Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, but only if and only to the extent caused by the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters

connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

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

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.

2. Term of Contract: This Contract shall commence upon execution of all necessary signatures and continue for three (3) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.

3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. Adjustments – Scope of Work: No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.

5. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

    a) Terminate the Contract immediately, pursuant to Section K herein;

b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

c) Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and

d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

6. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
7. Conflict of Interest – Contractor's Personnel: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

8. Conflict of Interest – County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

9. Contractor's Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

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

10. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

11. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

12. Contractor Personnel – Uniform/Badges/Identification: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

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

13. Contractor's Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.

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

15. Cooperative Agreement: The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

    The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract up to a maximum of one year; however, in no case shall a subordinate contract exceed five (5) years in duration.

16. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

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

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

    1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

    2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

        a. The dangers of drug abuse in the workplace;

        b. The organization's policy of maintaining a drug-free workplace;

        c. Any available counseling, rehabilitation and employee assistance programs; and

        d. Penalties that may be imposed upon employees for drug abuse violations.

    3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:

        a. Will receive a copy of the company's drug-free policy statement; and

        b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

1. The Contractor has made false certification, or

2. The Contractor violates the certification by failing to carry out the requirements as noted above.

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

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

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

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

20. Emergency/Declared Disaster Requirements: In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

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

Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

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

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

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

23. News/Information Release: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.

24. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

    Contractor: Fujitec America
    12170 Mora Drive
    Santa Fe Springs, CA 90670
    Attn: David Hostalek
    Ph: 310-464-8270
    Email: dhostalek@us.fujitec.com

County: Sheriff-Coroner Department/Facilities Operations
431 The City Drive South
Orange, CA 92868
Attn: Elizabeth Ochoa
Ph: 714-935-6841
Email: facilitiesoperations@ocsheriff.gov

Assigned DPA: County of Orange
Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Tyrone Waiters
Ph: 714-834-4385
Email: twaiters@ocsheriff.gov

25. Precedence: The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

26. Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

27. Usage: No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

28. Usage Reports: The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

29. Sub-Contracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for

performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

30. Substitutions: The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

31. Safety Data Sheets (SDS): Contractor is required to provide a Safety Data Sheet (SDS) compliant with California Code of Regulations, Title 8, Section 5194, for each hazardous substance that is provided, used or created as part of the goods or services provided by Contractor to County. The SDS for each substance must be sent to either the County Project Manager, as specified in the "Notices" provision of this Contract, or to the place of shipment or provision of goods/services.

32. Prevailing Wage (Labor Code §1773): Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

33. Labor Code Requirements: Contractor and all subcontractors shall comply with all applicable requirements of the Labor Code throughout the performance of the Contract. Contractor and all subcontractors must comply with the requirements of labor code section 1771.1(a), pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

    Contractor and any subcontractor(s) shall comply with the provisions of California Labor Code Sections 1771 *et seq.*, and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages in this locality as determined by the Director of Industrial Relations. County has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the Contract from the Director of the Department of Industrial Relations. Copies of the prevailing wage rates are on file at County's principal office. Copies may also be obtained from the State Office, Department of Industrial Relations or from the Department of Industrial Relations website: http://www.dir.ca.gov. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contractor.

    If the Contract is federally funded, Contractor and any subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor. Contractor and any subcontractor(s) shall comply with the provisions of Labor Code Section 1775. Contractor and any subcontractor(s) shall be subject to a penalty in an amount up to $200, or a higher amount as provided by Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done by the Contractor or subcontractor(s) under the Contractor.

    Contractor shall comply with the provisions of Labor Code Sections 1775 (penalties for prevailing

wage violations) and 1813 (forfeiture for overtime violations). Unless the Contract involves a dollar amount less than that specified in Labor Code Section 1777.5 or does not meet the requirements of that section, this Contract is governed by the provisions of Section 1777.5 and Contractor shall comply with Labor Code Section 1777.5 for all apprenticeable occupations.

As provided by Labor Code Section 1810, 8 hours of labor shall constitute a legal day's work, and 40 hours shall constitute a legal week's work. The time of service of any worker employed under the Contract shall be restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as provided herein. Contractor shall forfeit to COUNTY $25, or a higher amount as provided by Labor Code Section 1813, for each worker employed in the performance of this Contract by Contractor or by any subcontractor(s) for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except as provided by Labor Code Section 1815. Contractor and any subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide in part:

A. Contractor and any subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor(s) in connection with the work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   (1) The information contained in the payroll record is true and correct.

   (2) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

B. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

C. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.

D. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any subcontractor fails to comply within the 10-day period, he, she or it shall, as a penalty to County, forfeit $100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment

pursuant to this section due to the failure of a subcontractor to comply with this section. In the performance of the terms of this Contract and pursuant to Labor Code Section 1735, Contractor agrees that he/she/it will not engage in nor permit such subcontractors as he/she/it may employ to engage in discrimination against any employee or applicant for employment on the basis of race, sex, color, religion, ancestry, national origin, marital status, age or as an otherwise qualified physically disabled individual. This prohibition shall pertain to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters.

36. Bond: Contractor shall furnish, at time of signing the Contract, one (1) surety bond which shall protect the laborers and materialmen and shall be for one hundred percent (100%) of the value of the Contract; said bond to be first approved by the office of the County Counsel and the CEO Risk Manager of Orange County. Such bond shall be in the form provided in the Contract (Attachment C) and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California) acceptable to the County. (E.g., if bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds.)

    If any surety upon any bond furnished in connection with this Contract becomes unacceptable to County, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by County, Contractor shall promptly furnish such additional security as may be required by the County to protect the interests of County and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

37. Security Requirements:

    A. Contractor shall, with respect to all employees of Contractor performing services hereunder:

        1. Perform background checks as to past employment history.
        2. Inquire as to past criminal felony convictions.
        3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
        4. Perform drug screening to determine that such employees are not users of illegal drugs or other substances.

    B. Criminal Justice Information Services (CJIS) Requirements:

        All Contractors staff with physical or logical access to County data shall pass a fingerprint-based state and federal background check consistent with:

        a. 5 CFR 731.106; and/or
        b. Office of Personnel Management policy, regulations, and guidance; and/or
        c. Agency policy, regulations, and guidance.

    C. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:

1. Inability or unwillingness to perform in a competent manner.

2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.

3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.

4. Usage of illegal controlled substances as defined by federal law.

D. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.

E. Nothing herein shall render any employee of Contractor an employee of County.

THE CONTRACTOR'S PERSONNEL REQUIREMENTS:

All employees must pass the County's background check and meet all requirements as set forth below:

1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.

2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.

3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.

4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security

Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.

5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
7. County will not give Contactor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

E. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.

2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while preforming work under this contract. Specifically:
    a. Do not give names or addresses to inmates.
    b. Do not receive any names or addresses from inmates.
    c. Do not disclose the identity of any inmate to anyone outside the facility.
    d. Do not give any materials to inmates.
    e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).
3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.
4. Contractor's personnel shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.
8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.
10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked as they enter and exit various areas of the County facilities.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

F. POTENTIAL DELAYS/INTERRUPTIONS:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.
2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.
3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.
4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.
6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.

-Signature Page to Follow-

Signature Page

The Parties hereto have executed this Contract# MA-060-23010019 for Elevator/Escalator Preventive Maintenance Services on the dates shown opposite their respective signatures below.

Contractor*: Fujitec America, Inc.

By: DocuSigned by: Gary Krupp AEA795974EE:D4:91 Title: President

Print Name: Gary Krupp Date: 11/29/2022

Contractor*: Fujitec America, Inc.

By: DocuSigned by: D Yoshimura 6347973E4DAE41*8. Title: Vice President/ Treasurer

Print Name: Daiji Yoshimura Date: 11/29/2022

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

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

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By: Frederick Lyle Rossow Title: Purchasing Manager

Print Name: Frederick Lyle Rossow Date: 12/20/2022

Approved by the Board of Supervisors: 12/20/2022

Approved as to Form

Office of the County Counsel
Orange County, California

By: Liz Pejeau
Deputy

ATTACHMENT A

SCOPE OF WORK

I. Scope of Work

Purpose and Background

The Orange County Sheriff's Department has locations throughout Orange County, CA, requiring routine inspection, testing, cleaning, maintenance, corrective repairs, and adjustments of elevator and escalator equipment and systems. Services shall include, but not be limited to, hydraulic, traction (machine room and machine room-less), and vacuum for material/freight handling, passenger, and escalation. Minimum service frequency and tasks to be in accordance to manufacturer specifications and recommendations; County tasks and duties; State, Federal, Local laws; and regulatory requirements.

In addition to routine scheduled maintenance, cleaning and planned corrective repairs, County requires on-call repair and emergency services be available twenty-four (24) hours a day, seven (7) days a week, three-hundred sixty-five (365) days a year, including holidays. Contractor must provide a written quote for additional services and receive approval from the County prior to providing additional services; however, minor repairs and labor for troubleshooting callouts shall not require a quote in advance in order to promptly respond to a trouble call. Contract labor rates shall apply.

Contractor shall perform tasks and duties at various County locations throughout Orange County CA, some with limited and/or challenging access.

Contractor shall furnish all supplies, materials, labor, labor supervision, tools, equipment and lubricants to provide full maintenance, adjustments, replacements and repair service for the complete vertical transporation system listed in Attachment B.

Service Locations and Pricing, Attachment B is subject to change. Although, omissions may exist, County has made its best efforts to include and detail equipment inventory, and quantity.

Service Coordination

Shop	Personnel	Phone Number
North Shop Theo Lacy Jail Sandra Hutchens Regional Training Center	Craft Supervisor Shop Planner	714-935-7006 714-935-8098
Central Shop Central Jails Coroner Building 118	Craft Supervisor Shop Planner	714-647-6175 714-647-4556
South Shop James A. Musick Facility	Craft Supervisor Shop Planner	949-855-5465 949-855-5474

Contract Administrator	Elizabeth Ochoa	714-935-6841
Facilities Operations Service Desk		714-935-6606
Watch Commander: (After hours dispatch - 5:00 p.m. to 7:00 a.m.)		714-935-6606

Compliance

a) Contractor shall ensure County equipment remains operational and in compliance with all State, Federal and Local laws and regulatory agencies.
b) Contractor to perform the following maintenance and service in accordance to all applicable State, Federal and Local law and regulatory requirements.
c) In the event of conflicting requirements, Contractor shall perform to the most stringent requirement.

II. Maintenance Requirements:

a) Contractor shall provide inspection, testing, cleaning, maintenance, repairs, adjustment, alterations, and replacement services. Equipment manufacturers include, but are not limited to, Dover, Montgomery, Otis, and Thyssen/Krupp.
b) Contractor shall regularly and systematically examine, clean, lubricate, and adjust all transportation equipment to manufacturer and County specifications and recommendations.
c) Contractor performance evaluations shall include, but not limited to, car speed, door operations, ride quality, car leveling, speed variance, noise and vibration control, floor to floor time, fire servicing testing, and all system operations.
d) Contractor shall additionally provide monthly service, including all firefighters' service operational tests and any required tests by State, Federal and Local Law and regulatory agencies, including but not limited to, all current Safety Code for Elevators and Escalators ASME rule 1206.7.
e) Contractor shall provide Annual Inspection, including, standby power operational test, no-load, slow speed, counterweight safeties, governors, pressure switch (as required), buffers, and any required tests by State, Federal and Local Law and regulatory agencies, and as required, including but not limited to, all current Safety Code for Elevators and Escalators ASME A17.1.
f) Contractor shall provide, at minimum every 5 years, full-load, full-speed tests of safeties, governors, and buffers as required by State, Federal and Local Law and regulatory agencies, and as all current Safety Code for Elevators and Escalators ASME A17.1.
g) Contractor shall perform routine maintenance and repairs on equipment such that equipment and systems are preserved or restored to effective operational condition and may be effectively used for its designated purpose.
h) Contractor shall schedule technician to accompany state inspector upon request.
i) Contractor shall immediately respond to preliminary orders from the State Department of Industrial Relations, including addressing Orders to Correct from the State.
j) Contractor shall provide sufficient, qualified, trained, experienced and, if applicable, certified personnel to service systems and equipment under the contract.
k) Contractor shall provide all labor, supplies, supervision, tools, transportation (including parking and travel), Personal Protection Equipment (PPE) and all necessary material and equipment to perform routine maintenance and service, including any

special diagnostic or adjustment tools, equipment, instruments, and consumables required under manufactures maintenance specification and recommendations.

l) Contractor shall have "on-hand" Material Safety Data Sheet (MSDS) for any chemical or other potentially dangerous substances while performing any service on behalf of County.

m) Contractor shall provide, maintain, and locate all appropriate safety and traffic control (delineation) equipment required to protect employees, the public, and all surrounding areas and population.

n) Contractor shall provide and perform install software and firmware maintenance in accordance with manufacturer specifications and recommendations, when applicable.

o) Contractor shall perform complete escalator step and surface cleaning to all equipment surfaces, including all handrails and landings on a semi-annual basis.

p) Contractor shall quote heavy duty disassembly cleaning of the escalators on an as-needed basis at the request of the County, including but not limited to:
    a. Removal of all escalator steps and pressure steam wash
    b. Tighten, lube, align, repair and/or replace roller bearings
    c. Clean side tracks of all excess grease, dust, dirt and debris
    d. Vacuum and clean the surfaces of escalator pits and remove all dirt and debris
    e. Inspect all escalator equipment for wear and tear and deficiencies; contractor shall immediately report deficiencies and provide written quote prior to any additional work being performed.

q) Contractor shall provide additional services outside scope of routine maintenance requirements for repairs and modifications at the request of authorized County representative. Contractor shall provide written quote for services prior to providing service using contracted rates for time and materials listed in Attachment B of this contract.

r) Under no circumstances shall Contractor attempt to assign or subcontract any portion of services under the contract.

s) Contractor shall provide detailed reporting on "as-needed" additional services to be coordinated with authorized County representative. All quotes for additional services must contain detailed labor and materials charges and be approved by County prior to commencement of repair(s).

t) Contractor shall immediately notify authorized County representative of any site conditions or changes affecting Contractor's ability to perform services.

III. Contractor Requirements

a) Contractor shall prepare and submit all reports on inspections, testing, maintenance, and services as required by all regulatory agencies, within three (3) business days, where applicable.

b) Contractor shall make its best efforts to perform **ALL** activities in a manner to not impact or interrupt daily County operations. If such impact or interruption is unavoidable, Contractor shall notify and consult with the authorized County representative of pending disruption and schedule activities so that impact or interruption of operations of the facilities is minimized.

c) Contractors shall plan all activities to minimize the number of times entering or exiting any facility and restrict all breaks to absolute minimums.

d) Contractor shall not withhold emergency and/or any service relating to regulatory compliance and/or certification of any County equipment or property for any reason during the term of the contract.
e) All parts and materials shall be new commercial grade, meeting or exceeding the Original Equipment Manufacturers (OEM) specifications. Any part or material other than OEM shall be approved by County prior to being utilized.
f) All parts and materials shall be available within seventy-two (72) hours upon service approval by authorized County representative.
g) Contractor shall ensure that under no circumstances shall any shutdown or breakdown last longer than (3) days (72 hours) from the time of the first call from County to Contractor notifying of the issue unless it is mutually agreed upon between the County Project Manager and the Contractor. This includes locating the trouble, procurement of parts, installation of these parts, and placing the respective unit back into safe, uninterrupted operation. The Contractor must be equipped to meet the above conditions. The excuse of not being able to obtain parts, necessary technical and engineering advice, etc., will not be acceptable, and the Contractor will be considered in material breach, giving sufficient justification to terminate this Contract under paragraph K (Termination) of the General Terms and Conditions.
h) Contractor shall maintain sufficient materials, PPE and supplies "on-hand" to provide services under the terms of the contract.
i) At ALL TIMES Contractor shall keep on-site spill containment equipment and kits sufficient to successfully mitigate spills and protect personnel and property while performing maintenance, or service.
j) Contractor shall assign a Mechanic-Journeyman who is trained and experienced, to the satisfaction of County. Mechanic-Journeyman shall directly supervise all Contractor staff performing any service for County.
k) Contractor shall provide and maintain backup Mechanic-Journeymen and make list available to County upon request.
l) Contractor shall perform all work in accordance with generally accepted industry best-practices and all health and safety regulations.
m) County shall not provide any on-site storage of supplies, materials, or tools at any County facility.
n) After completion of maintenance, service and repairs, Contractor shall provide County a Work Order report with details on work completed and any additional recommended work.
o) Contractor shall keep all work areas clean and free from debris, rubbish and hazardous waste. Contractor shall dispose of all waste off County property and in accordance with all State, Federal and Local laws, and regulations.
p) Contractor shall warrant all labor and materials for a minimum of ninety (90) days after completion of repairs.
q) Contractor shall repair, at no cost to the County, any and all damage caused by Contractor and shall report all accidents, injuries, spills, unusual conditions and/or activities immediately to authorized County representative, regardless of magnitude.

IV. License Requirement

a) Contractor shall at all times possess current applicable licenses and permits required by State, Federal and Local laws and regulatory agencies to perform tasks and duties under the contract, including but not limited to valid C-11 Elevator contractors' license issued by the state of California, which shall remain in good standing for the entire term of the contract.
b) Contractor shall, for any electrical work, possess current Valid C-10 Electrical Contractor License issued by the state of California and shall remain in good standing for the entire term of the contract.
c) Mechanical-Journeyman position shall hold a valid Certified Competent Conveyance Mechanic (CCCM) certification and shall remain in good standing for the term of the entire term of the contract.
d) Contractor shall furnish all pertinent licenses, permits and fees necessary to perform work under the contract.

V. Reserved Rights

a) County reserves the right to use County staff to perform maintenance, or service under the contract.
b) County reserves the right to use alternate sources under contract, to obtain competitive prices on any maintenance, or service.
c) County reserves all rights to ALL information and data provided by Contractor, without further compensation.
d) County reserves the right to acquire parts and materials independently from alternate sources.
e) The County reserves the right to add, update, modify and improve equipment using the supplier of its choice. County may request written comments from Contractor on any impact affecting Contractor's ability to perform any tasks and duties under contract.

VI. Emergency Services

a) Contractor shall respond within one (1) hour after receiving notification of County emergency service request, twenty-four (24) hours a day seven (7) days a week, 365 days per year, including holidays.
b) Contractor shall have qualified, authorized technician(s) on site within four (4) hours of initial emergency contact.
c) Once dispatched to County, Contractor shall have all services completed and facility restored to fully operational status prior to leaving, unless otherwise agreed upon by County.
d) Contractor shall provide County a Work Order report detailing tasks and duties performed including the following:

i. Time of arrival
ii. Time of departure
iii. Summary of service, maintenance processes or repair
iv. Detail of work performed (including material and parts used)
v. Narrative of recommended additional work to be performed or recommended
vi. Name and time of individual initiating the emergency call

vii. Work or Event Number
viii. Signature of County representative

e) County recognizes certain emergencies may arise which require immediate action by Contractor, without obtaining prior authorization. Contractor may complete such immediate emergency service:

i. ***If*** part of an initial emergency service call; and
ii. ***If*** deemed by authorized County representative to be an imminent life safety repair

VII. Scheduling

a) Contractors' personnel shall arrive at service location as scheduled, ready to begin work, and perform in a skillful and competent manner.
b) Contractor shall provide County a detailed proposed Scheduled Maintenance timeline for County approval, prior to commencement of work, including number of hours per locations and number of technicians required to perform maintenance and service under terms of the contract. Maintenance schedule must include on-site maintenance work 5 days per week, Monday – Friday. County has final approval of schedule to ensure it aligns with the operations of the facilities. Once approved, service timeline shall be strictly adhered to and monitored by County.
c) Scheduled maintenance, service and repairs should be performed during normal operational hours, in coordination with County. Normal operational hours are 7:00 a.m. to 5:00 p.m. Mon-Fri (PT), excluding holidays.
d) Authorized County representative must be notified in advance, of any service interruption by Contractor and/or modification to service schedule.
e) In the event the Contractor dispatches a technician, currently performing scheduled services for the County, technician shall ensure all County equipment is returned to full working condition prior to leaving service location. Under no circumstances shall Contractor leave County equipment out of service, for any period of time, without prior written approval.

VIII. Records

a) Contractor shall maintain a Preventative Maintenance schedule and log, left on site at County authorized location. Logs shall contain all information relating to maintenance, test, results, and service.
b) Contractor shall provide reports to County, upon request, in an editable Microsoft file format, containing ALL requested data parameters and in a timely manner at no additional cost to County.
c) Upon completion of each service, Contractor shall provide County a Work Order report detailing service performed, with one copy left on-site with authorized County representative and one signed copy submitted with each corresponding Contractor invoice.
d) All Work Orders shall contain corresponding information to Contractor invoices (e.g., time of arrival, time of departure, summary of request, detailed summary of service performed (including equipment asset numbers), summary of additional service

required or recommended, name of County representative initiating the service call and Work Order number).

e) Contractor shall immediately submit in writing, any condition and/or incident affecting Contractor's ability to perform under the contract.

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ATTACHMENT B

Compensation and Pricing Provisions

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

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

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

OCSD VERTICAL TRANSPORTATION ASSETS						
Manufacturer	**Asset No**	**State ID**	**Location**	**Description**	**Monthly Service**	**5-Year Load Test**
Sheriff's Headquarters						
Otis	8687	47015	Central Staircase	Hyd/Pass	$303.00	$1,400.00
Intake and Release Center						
Montgomery	8688	87058	Visiting Lobby	Hyd/Pass	$303.00	$1,400.00
Montgomery	8689	87070	Cashiers Lobby	Hyd/Pass	$303.00	$1,400.00
Montgomery	8690	87074	Kitchen	Tract/Freight	$692.00	$2,800.00
Montgomery	8691	87057	Kitchen	Tract/Freight	$692.00	$2,800.00
Montgomery	8692	87056	Main Control UP	**Escalator**	$1,124.00	$
Montgomery	8693	87055	Main Control DOWN	**Escalator**	$1,124.00	$
Montgomery	8694	87069	Women's Booking Loop	**Escalator**	$1,124.00	$
Montgomery	8695	87068	Mod K DOWN to women's	**Escalator**	$1,124.00	$
Central Men's Jail						
Otis	8698	47435	N of Main Control	Tract/Freight	$692.00	$2,800.00
Otis	8697	47429	S of Main Control	Tract/Freight	$692.00	$2,800.00
Otis	8696	46963	NE of Loading Dock	Hyd/Freight	$303.00	$1,400.00
Otis	8761	47430	Across from Visiting	Hyd/Freight	$303.00	$1,400.00
Otis	8755	47311	Corridor 1 - 2 UP	Escalator	$1,124.00	$
Otis	8756	47312	Corridor 2 - 1 DOWN	**Escalator**	$1,124.00	$
Otis	8757	47313	Corridor 2 - 3 UP	**Escalator**	$1,124.00	$
Otis	8758	47314	Corridor 3 - 2 DOWN	**Escalator**	$1,124.00	$
Otis	8752	47315	Corridor 3 - 4 UP	**Escalator**	$1,124.00	$

Otis	8753	47316	Corridor 4 - 3 DOWN	**Escalator**	$1,124.00	$
Otis	8759	47317	Corridor 4 - 5 UP	**Escalator**	$1,124.00	$
Otis	8760	47318	Corridor 5 - 4 DOWN	**Escalator**	$1,124.00	$
Central Women's Jail						
Otis	8699	46966	N of Main Control	Hyd/Freight	$303.00	$1,400.00
Theo Lacy Jail						
Montgomery	8749	105640	Mods I & J	Hyd/Pass	$303.00	$1,400.00
Montgomery	8762	105641	Admin E of Locker room 2	Hyd/Pass	$303.00	$1,400.00
Montgomery	8763	105636	Admin across Main Control	Hyd/Freight	$303.00	$1,400.00
Montgomery	374	105637	Admin E Control 1-2 UP	**Escalator**	$1,124.00	-
Montgomery	373	105638	Admin E Control 2-1 DOWN	**Escalator**	$1,124.00	-
Dover	8748	116857	Mods K & L	Tract/Pass	$692.00	$2,800.00
Thyssen/Krupp	8764	123298	Mods M, N, O	Tract/Freight	$692.00	$2,800.00
Coroner						
Thyssen/Krupp	8700	123655	Lobby	Hyd/Pass	$303.00	$1,400.00
Sandra Hutchens Regional Law Enforcement Training Center (Katella Training)						
Thyssen/Krupp	8754	132623	Training Classroom	Hyd/Pass	$303.00	$1,400.00
	NA	NA	Open Range hallway	**Dumb Waiter**	$303.00	-
Building 118						
Otis	10582	95856	Center of Hallway	Hyd/Pass	$303.00	$1,400.00

ESCALATOR STEP AND SURFACE CLEANING						
Manufacture	**Asset No**	**State ID**	**Location**	**Description**	**Frequency**	**Cost Per Service**
Intake and Release Center						
Montgomery	8692	87056	Main Control UP	Escalator	Semi-annual	$1,250.00
Montgomery	8693	87055	Main Control DOWN	Escalator	Semi-annual	$1,250.00
Montgomery	8694	87069	Women's Booking Loop	Escalator	Semi-annual	$1,250.00
Montgomery	8695	87068	Mod K DOWN to women's	Escalator	Semi-annual	$1,250.00
Central Men's Jail						
Otis	8755	47311	Corridor 1 - 2 UP	Escalator	Semi-annual	$1,250.00
Otis	8756	47312	Corridor 2 - 1 DOWN	Escalator	Semi-annual	$1,250.00
Otis	8757	47313	Corridor 2 - 3 UP	Escalator	Semi-annual	$1,250.00
Otis	8758	47314	Corridor 3 - 2 DOWN	Escalator	Semi-annual	$1,250.00
Otis	8752	47315	Corridor 3 - 4 UP	Escalator	Semi-annual	$1,250.00
Otis	8753	47316	Corridor 4 - 3 DOWN	Escalator	Semi-annual	$1,250.00
Otis	8759	47317	Corridor 4 - 5 UP	Escalator	Semi-annual	$1,250.00
Otis	8760	47318	Corridor 5 - 4 DOWN	Escalator	Semi-annual	$1,250.00
Theo Lacy Jail						

Montgomery	374	105637	Admin E Control 1-2 UP	Escalator	Semi-annual	$1,250.00
Montgomery	373	105638	Admin E Control 2-1 DOWN	Escalator	Semi-annual	$1,250.00

In addition to listed locations and equipment, contractor may also be called out for as-needed repair and troubleshooting calls at other Sheriff facilities.

Labor rates below shall apply to all additional repair services

Description	Technician Hourly Rate
Regular Hours: Monday – Friday 7:00 am - 5:00 pm	$381.00
After Hours: Monday – Friday 5:00 pm - 7:00 am	$648.00
After Hours: Saturday 12:00 am - 11:59 pm	$648.00
After Hours: Sunday and Holidays 12:00 am to 11:59 pm	$762.00

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

Labor rates shall include all direct and indirect expenses including travel and overheard expenditures.

After hour rates shall not be paid on non-emergency response request unless specifically authorized by the County Project Manager.

Materials

Materials shall be charged at invoice cost. **No mark-up** will be accepted. The County reserves the right to purchase repair parts independently.

1. Material cost will be paid based on actual invoice cost to the Contractor.
2. All material items used for each location shall be listed on the invoice.
3. Copies of the actual purchase invoice for each item costing greater than $200 shall be attached to the invoice. County reserves the right to reject material costs not submitted with original purchase invoice.

Specialized Equipment Rental Mark-up: 0%

1. Project specific equipment rental will be reimbursed at invoice cost plus the percentage mark-up quoted for specialized equipment required to perform service, based on individual physical characteristics of the facility. Contractor is to provide original supplier invoice copy for all items. County reserves the right to reject rental costs not submitted with original purchase invoice. Any equipment used for each location shall be listed on corresponding invoice.

Contract not to exceed $1,667,772.00 for initial three (3) year term.

3. Price Increase/Decreases: No price increases will be permitted during the first year of the contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

4. Firm Discount and Pricing Structure: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County du ring the term of this Contract not otherwise specified and provided for within this Contract.

5. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

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

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

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

7. Taxpayer ID Number: The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

8. Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

   a. Contractor's name and address
   b. Contractor's remittance address, if different from 1 above
   c. Contractor's Taxpayer ID Number
   d. Name of County Agency/Department
   e. Delivery/service address
   f. Master Agreement (MA) or Purchase Order (PO) number
   g. Agency/Department's Account Number
   h. Date of invoice

i. Product/service description, quantity, and prices including detailed breakdown of any applicable discounts or material mark-up
j. Sales tax, if applicable
k. Freight/delivery charges, if applicable
l. Total

Invoice and support documentation are to be forwarded via email and addressed as follows:

Sherriff-Coroner Department/Facilities Operations
Attn: Elizabeth Ochoa
431 The City Drive South
Orange, CA 92868
Email: FacilitiesOperations@OCSheriff.gov

9. Payment (Electronic Funds Transfer (EFT)
The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

10. Year End and Final Invoices

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.

Orange County Sheriff's Department Tool Control Policy

Tool Control Guidelines for Contractors Working in Correctional Facilities

The Orange County Sheriff's Department has implemented a Tool Control Program at all jail facilities. The purpose of the program is to increase the safety at the facilities by keeping dangerous tools out of the hands of inmates. All contractors entering one of these facilities will be required to comply with the program requirements. The security staff at these facilities will make every effort to minimize any inconvenience caused by this program. We are providing you these guidelines so you can prepare the necessary documentation in advance to minimize any delay entering the facility.

All contractors performing work inside the security area of the facilities will be required to have their tools inventoried upon entry to, and exit from the facility.

Instructions for persons entering the facility:

- Complete the attached inventory form listing all of the tools you will need to take inside (preferably prior to arrival at the facility). Limiting the number of tools needed, will speed your entry and departure.
- Present the written inventory at the entrance to the facility at which you are working.
- A member of the security staff will compare the tools you are taking into the facility to your written inventory and return the form to you after signing it.
- A member of the security staff will repeat the inventory on your way out of the building to make sure you have not left any tools at the job site.
- The security staff will retain the original inventory, but will make you a copy if you need one.
- Contractors performing regular work at these facilities should prepare advance inventories for each toolbox with a few blank lines at the bottom and store the inventories on a computer. When you need to come to a facility, you can print the appropriate pages to take with you and handwrite any additional special tools at the bottom.
- If needed, you will be allowed entry to the facility to look at the work to be done prior to determining what tools you will need to minimize the number of tools subject to the inventory requirement.

Instructions for vehicles entering the facility:

- All vehicles entering the secured parking area of any correctional facility operated by the Orange County Sheriff's Department will be subject to search and will be logged in and out at the gate.
- Vehicles entering the Intake Release Center or Theo Lacy Facility will not need to have the tools inventoried. You will only need to inventory the tools to be carried inside the facility.
- Vehicles entering the James A. Musick Facility will need to be inventoried prior to entering and exiting the facility.

Contact Information if you have questions about this policy or need more information:

James A. Musick Facility • (949) 855-7777

Intake Release Center • (714) 647-6120

Theo Lacy Facility • (714) 935-6216

JOB TOOL INVENTORY LIST

Date: Name: WO#

*Security staff must initial and write down their badge number for both the in and out inventory.

Tool / Id #	In	Out
1)	☐	☐
2)	☐	☐
3)	☐	☐
4)	☐	☐
5)	☐	☐
6)	☐	☐
7)	☐	☐
8)	☐	☐
9)	☐	☐
10)	☐	☐
11)	☐	☐
12)	☐	☐
13)	☐	☐
14)	☐	☐
15)	☐	☐
16)	☐	☐
17)	☐	☐
18)	☐	☐
19)	☐	☐
20)	☐	☐
21)	☐	☐
22)	☐	☐
23)	☐	☐
24)	☐	☐
25)	☐	☐
26)	☐	☐
27)	☐	☐
28)	☐	☐