

AMENDMENT NUMBER ~~ONE~~ TWO  
TO  
CONTRACT MA-060-20010844  
BETWEEN THE  
COUNTY OF ORANGE  
AND  
FUJITEC AMERICA, INC.

This AMENDMENT NUMBER ~~ONE~~ TWO to Contract Number MA-060-20010844 (hereinafter “AMENDMENT NUMBER ~~ONE~~ 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, Unit 1, Santa Fe Springs, CA 90670, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed Contract Number MA-060-20010844 on June 2, 2020, for a three (3) year term of April 1, 2020 through and including March 31, 2023, in an amount not to exceed \$106,588.00, renewable for two (2) additional one (1) year terms (hereinafter “ORIGINAL CONTRACT”); and

WHEREAS, COUNTY desires to amend the ORIGINAL CONTRACT to increase by \$80,000 for the term of April 1, 2020 through and including March 31, 2023, for a new not to exceed amount of \$186,588.00, and to revise Attachment B, Compensation and Pricing Provisions, Section 2, Fees and Charges; and

WHEREAS, COUNTY ~~desires to~~ and CONTRACTOR renewed the ORIGINAL CONTRACT on November 29, 2022 for a one (1) year term of April 1, 2023 through and including March 31, 2024 in an amount not to exceed \$116,996.00 (hereinafter “AMENDMENT NUMBER ONE”); and ~~and the CONTRACTOR has agreed to provide these services at the rates set forth in the ORIGINAL CONTRACT as modified herein;~~

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of April 1, 2024 through and including March 31, 2025 in an amount not to exceed \$116,996.00 and the CONTRACTOR has agreed to provide these services at the rates set forth in the ORIGINAL CONTRACT as modified herein;

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 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 4/1/20 through and including 3/31/24<sup>5</sup>, unless otherwise terminated by County.

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

3. Renewal:

This contract may ~~not~~ be renewed, ~~be renewed by mutual written agreement of both Parties for one (1) additional one 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 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:

~~COMPENSATION:~~

~~This is a fixed price Contract between the County and the Contractor for Elevator Maintenance Repair Services as provided in Attachment A, Scope of Work.~~

~~Monthly Charge (Contract Rate): \_\_\_\_\_ \$1,296.00/per Month~~

~~Materials~~

~~Materials for as needed services not covered under routine maintenance shall be reimbursable under this contract at retail cost.~~

~~Contract shall not exceed \$186,588.00/3 year term of April 1, 2020 – March 31, 2023~~

~~April 1, 2020 – March 31, 2021 \$34,796.00~~

~~April 1, 2021 – March 31, 2022 \$34,796.00~~

~~April 1, 2022 – March 31, 2023 \$116,996.00~~

Contract shall not exceed \$116,996 for the term of April 1, 2023<sup>4</sup> – March 31, 2024<sup>5</sup>

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

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~TWO~~ONE to ORIGINAL CONTRACT MA-060-20010844.

\*Contractor: Fujitec America, Inc.

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*Contractor: Fujitec America, Inc.

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

*\*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 by the Board of Supervisors: \_\_\_\_\_

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

By: \_\_\_\_\_  
Deputy