



Ascent Elevator Services, Inc.

FMTD

Standard Preventative Maintenance Agreement

State License # 835183

Date: May 8, 2018

Ascent Elevator Services, Inc., (hereinafter referred to as the Company) agrees to furnish to:

**Bonsall Unified School District
31505 Old River Rd.
Bonsall, CA 92003**

(hereafter called the Purchaser); Full Maintenance service on the following listed elevator(s) located at:

**Bonsall High School
7350 W Lilac Rd.
Bonsall, CA 92003**

<u>QUANTITY</u>	<u>TYPE</u>	<u>MANUFACTURER</u>	<u>LANDINGS</u>	<u>STATE ID</u>
One (1)	Hydraulic	Elevator Electric	2/2 In Line	172520

The Company will provide exclusive **Ascent Elevator Services, Inc.** Services, on a systematic and periodic basis, using trained personnel directly employed and supervised by the Company.

The Company agrees to maintain the above referenced elevator equipment (the "Equipment") by performing the work in accordance with the following terms and conditions, except as altered by any "Supplemental Proposals" attached as a separate addendum or under "Exclusions" and listed below:

Supplemental Proposals:

**Elevator phone monitoring and Monthly Fire Recall Testing is included herein at no additional cost.
Annual Group III/IV Pressure Relief Testing is included herein at no additional cost.**

The Company reserves the right to inspect the elevator equipment for any pre-existing defects in the first sixty (60) days of this agreement. If necessary, an exclusion letter will be sent to the Purchaser of this agreement in a timely manner.

Under this Agreement, the Company will regularly and systematically, examine, adjust, lubricate as required, and when (in the Company's opinion) conditions warrant, repair or replace the following assemblies and components provided that at the time this Agreement is submitted, they exist on the Equipment to be serviced:

Traction Machine Components; including worm and gear, bearings and housing, drive sheave, drive sheave shaft bearings, brakes including brake pulley, brake coil, brake contact and linings.

Hydraulic Pump Unit Components; including valves, pump, motors, valve magnet coils, V-belts, bearings, seals and packing.

Governor; including sheave and shaft assembly, bearings, contacts and jaws.

All Idler Sheaves; including deflector and secondary, car counterweight, compensation, governor tension assemblies and related bearings.

Controller Components; including relays, contactors, solid-state components, resistors, condensers, contacts, transformers, leads, mechanical or electrical timing devices, computer devices and microprocessor components.

Selector Components; including selector drive, and all mechanical and electrical drive components.

Holstway Door Interlocks or locks and contacts; including bottom door gibs and auxiliary door closing devices for power operated doors.

Holstway Limit Switches; slowdown switches, leveling switches, associated cams and vanes.

Guide Shoes; rollers or replaceable liners.

Buffers (spring or oil); buffer switches, seals and packing.

Automatic Power Operated Door Operator; door protective devices, and car door contacts.

Car and Counterweight Safety Mechanisms; and load weighing equipment.

Fixtures; including contacts, buttons, key switches, locks, lamps and sockets of the following devices: button stations (car and hall), hall lanterns, position indicators, direction indicators, master indicator and control panels. All "signals" will be relamped as required, during regular examinations only.

Travelling Cables; for elevator operation and elevator control wiring in hoistway and machine room.

Motor and Motor-Generator Components; including auxiliary rotating systems (tachometer and regulator), field windings, rotating elements, commutator, brushes, brush holders, bearings, and SCR drive components.

Lubricants; compounded to rigid specifications, selected and tested for the service conditions required.

Lubrication of guide rails; (car and counterweight) except where type of guides and/or safety devices require dry rails.

Periodic Cleaning of elevator pit(s); periodic draining of the gear case and refilling with new gear oil.

Labor and Material; to periodically equalize tension on the hoist cables and when in the Company's judgment, it is necessary to maintain the recommended factor of safety, to replace the hoist cables, governor cables or compensating cables. Where applicable, to check the group dispatching systems, during regular working hours, and make the necessary tests to ensure that all circuits and time settings are adjusted to provide, subject to the limitations of the equipment, the best possible overall service.

Parts Inventory & Wiring Diagrams; The Company will (during the term of this contract) maintain for the performance of routine preventative maintenance, either in the machine room or as part of the technician's mobile van inventory, a supply of frequently used replacement parts and lubricants to meet the specific needs of the Equipment. A parts cabinet will be provided when necessary, with all such supplies remaining the property of the Company. The Company further agrees to maintain a supply of replacement parts in our local warehouse inventory, available for delivery in case of emergencies.

Wiring diagrams will be maintained for use by the Company technicians. Customer agrees to furnish a complete set of current "as built" diagrams when necessary. Diagrams furnished by the Company will remain the property of the Company.

The Purchaser agrees to provide the Company with unrestricted ready access to all areas of the building in which any part of the units are located and to keep all machine rooms and pit areas free of water, stored materials and excessive debris. The Purchaser agrees to provide a safe workplace for Company personnel, and to remove any hazardous materials in accordance with applicable laws and regulations.

UNDER THE CONTRACT Ascent Elevator Services, Inc. WILL ALSO PROVIDE:

24-HOUR SERVICE - The Company will provide Purchaser with our 24-hour, year-round dispatching service. This includes 24-hour answering of any elevator phone unit at no additional charge. In the event an elevator malfunction occurs between regular examinations, our Company service representative will, at Purchasers request, dispatch a technician to perform emergency minor adjustment call back service.

QUALITY CONTROL - The Company will have a maintenance Supervisor perform periodic surveys to verify that the elevator(s) conform to the Company requirements for maintenance quality and safety. In addition, during the term of this contract, the Company will maintain call back and repair data, a record of routine examinations, and periodically conduct field audits of personnel to maintain high maintenance program standards.

CUSTOMER SERVICE - The Company will assign a representative to Purchasers account, who will periodically visit Purchasers building and will be available for consultation in any matter relating to the maintenance of the equipment. The Company Account Representative will be available to discuss Purchasers elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of code authorities, and proper use and care of the equipment.

REPORTS - The Company will maintain management reports which monitor any and all service calls for the elevator(s), listed by unit, which are received by the dispatching center. At the Purchaser's request, these reports can be provided for a specific period of time.

CONDITIONS OF SERVICE:

Terms of Equipment to be prorated (if any), are described as a supplemental proposal to the Agreement as listed on page one (1).

The Company shall have the responsibility to make only those repairs, replacements and/or adjustments required under this Agreement which are necessary due to ordinary wear and tear. Anything not specifically included in this contract is considered excluded. The Company shall not be responsible for the following items under any circumstances, unless separately agreed in writing:

For renewals and/or repairs which become necessary due to vandalism, misuse, negligence, acts of God or any other cause which is beyond the Company's direct and reasonable control.

The installation of any new attachments on the Equipment (or to modify the Equipment in any manner), whether recommended or directed by insurance companies or by governmental authorities (including code authorities) or as a result of any change in applicable codes, or to make replacements with parts of a different design, or to replace or realign guide rails.

Any computer software and any special electronic communications tools needed to load the software.

Safety tests other than those expressly stipulated in the Service Agreement.

Seismic devices, smoke sensors, emergency power systems, submersible pump motors, mechanical starters, emergency lighting systems and fixtures.

Gen II belts, Kone belts, (most of these systems have at least five belts, and are belted two to one)

Car enclosure, including removable panels, door panels, car gates, plenum chambers, suspended ceilings, light diffusers, car lighting fixtures, tubes, handrails, mirrors, carpets, tile, sills, car platform subflooring, castings or other structural members, telephones, bulbs, batteries, music systems, car heaters or air conditioners, fans or intercom systems.

Hoistway enclosures, including hoistway doors, hoistway door frames and sills, swing door closures, pit ladders, pit and separator screens, pit and secondary level access door and beams.

Fixture faceplates or finished surfaces of any kind.

Power switches, including fuses and electrical power feeders to the elevator controllers.

Hydraulic jack unit cylinder and plunger or buried casings, piping and conduit. Any telescoping jacks and related packings. The company assumes no responsibility for any leaking of hydraulic fluid from underground storage facilities or piping.

With the passage of time, the present Equipment's technology and design may become outdated or obsolete. The Company shall not be required to modernize, upgrade, recreate obsolete parts or further enhance the Equipment or its operation from the conditions which are existing as of the effective date of this agreement.

TROUBLE-CALL ANSWERING SERVICE

The Company agrees that the service personnel will be available to the customer for call back service work 24-hours a day, 7 days a week. Call backs included within the scope and price of this Agreement are:

- () FM8 During regular working hours of regular working days (Full Maintenance- 8 Hour). Should the customer request call back service be performed on hours or days other than our regular working hours of our regular working day, the Purchaser agrees to pay for the "overtime premium" on all labor expended at and travelling to or from the job site in performing the corrective work.
- (X) FMTD Full Maintenance-8 Hours with time differential. The Company shall absorb the cost of all trouble calls during normal working hours of normal working days. On overtime hours, the Company will absorb the straight time portion of the call and the customer is responsible for the overtime portion only.

All two-man repair jobs covered under any contract will be worked during regular working hours. If such "repair work" is required by the Purchaser to be performed on an overtime basis, the Purchaser will pay resulting charges.

TERM

This service shall commence on 5/9/18 and shall continue thereafter until terminated pursuant to this Agreement. Either party may terminate this Agreement at the end of the One-year term or at the end of any subsequent one-year term by giving the other party Ninety (90) days advance written notice prior to the expiration of the then current term. 

COMPENSATION

The price of this service shall be: **One Hundred Eighty and 00/100 Dollars (\$180.00)**, per month, payable monthly upon receipt of invoice, to the Company's Corporate Headquarters in Dublin, California. In addition, Purchaser agrees to pay any sales tax, use, excise or any other taxes which may now or hereafter be applicable to the services to be performed under this Agreement.

The price set forth above shall be adjusted annually for each year this Agreement is in effect to compensate for changes in the cost of labor and material. This price as adjusted shall be effective for the following year and will not exceed 5%. Adjustments shall be based on the following factors and will be a comparison of the rate in the month within which the yearly adjustment falls and the rate in the same month of the prior year:

Twenty percent (20%) of the contract price shall be increased or decreased based on material cost changes. This will be calculated by computing the percentage of change in the index of "Wholesale Commodity Prices for Metals and Metal Products" published by the US Department of Labor, Bureau of Statistics.

Eighty percent (80%) of the contract price shall be increased or decreased based on labor cost changes. This will be calculated by computing the percentage of change in the straight time hourly rate paid by the Company for elevator examiners, in the locality where the equipment is to be maintained.

For the purpose of this Agreement and subsequent adjustments, the straight time hourly rate for elevator examiners shall equal the actual hourly rate paid to the elevator examiner plus the fringe benefits granted in lieu of, or in addition to, hourly rate increased. Fringe benefits include, but are not limited to, pensions, vacations, paid holidays, group life insurance, disability and accident insurance, and medical/dental insurance.

TERMS AND CONDITIONS

The Company shall be liable for accidents and injuries to person or property only when caused by the sole negligence or willful misconduct of the Company or its employees. It is agreed that when the Company is not working about or on Purchaser's equipment, the Company does not assume the management or control thereof, and at time the Company's service person is servicing the equipment, the Company is asserting possession and control over the specific component being serviced at any given moment, and possession and control of the remainder of the equipment shall remain with the Purchaser who shall indemnify, defend and hold the Company harmless from all loss and liability in connection therewith, except when caused by the sole negligence or willful misconduct of the Company or its employees.

Purchaser shall indemnify and defend the Company against all claims, demands, and liability for damages for bodily injury to persons and/or damage to property arising out of or connected with the use, repair or maintenance of the Equipment. This indemnity and defense obligation will not extend to any claims, damage or liability caused by the sole negligence or willful misconduct of the Company or its employees.

The Company shall not be responsible for injuries or damage relating to any condition of the elevator equipment that cannot be revealed by the ordinary inspection methods offered by this service. The Company shall not be responsible for making safety inspections of elevator and/or building equipment outside the scope of this Agreement. However, if safety defects incidentally come to the attention of the Company while carrying out its regular duties hereunder, the Company agrees to inform the Purchaser of such defects and the Purchaser shall be responsible for the cost of repair or replacement. If the Purchaser does not authorize the Company to perform such repair or replacement or if any accident or injury to person or property occurs in connection with the Purchaser's elevators, except if same is caused by sole negligence or willful misconduct of the Company, the Purchaser shall hold the Company harmless from any resultant claim, loss, liability or injury including reasonable attorney fees. The Company shall not be held responsible or liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, fire, floods, acts of civil military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its reasonable control. In no event shall the Company be liable for consequential

damages. The Purchaser agrees to provide the Company with immediate notice of any accident, damage, alteration, report of malfunction or other condition affecting the equipment; to promptly take the equipment out of service when it becomes unsafe for these purposes. The Purchaser agrees not to permit its employees or parties other than the Company to make changes, adjustments, repairs or replacements to the equipment covered under this Agreement.

In the event the Purchaser fails to pay any sum due for elevator service or repair within thirty (30) days of billing date, or if the Purchaser otherwise violates its responsibilities under this Agreement, the Company may immediately discontinue service, without further obligation or liability. A service charge of 1 1/2% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In either event, the Company may further (at its option) declare this Agreement terminated, in which event all sums due or to become due under the Agreement for the unexpired term thereof shall immediately be due and payable as liquidated damages. In the event of litigation arising from any breach of this Agreement or the Indemnity provisions hereof, the prevailing party shall be entitled to recover its reasonable attorney fees incurred. In the event of the sale, lease or other transfer of the Equipment described herein, or the premises in which they are located, the Purchaser agrees to see that such new owner is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the Agreement or otherwise be liable for the full unpaid balance due to the full unexpired term of the Agreement. In any such case the Company may at its sole option terminate the Agreement with any successor at any time upon thirty (30) days advance notice in writing.

MECHANICS LIEN

Purchaser understands that the Company has the right to a mechanics lien against the real property on which the Equipment is situated in the event of non-payment or untimely payment of service rendered and materials supplied pursuant to applicable law.

ENTIRE AGREEMENT

This document shall become a valid Agreement only when accepted by the Purchaser and subsequently by an Authorized Representative of the Company, and shall constitute the entire Agreement between the parties. All representatives on which this Agreement is based have been expressly set out in this Agreement. No agent, representative or employee of the Company shall have the authority to waive any provision of the Agreement. This Agreement is entered into in San Diego, California.

Accepted:

BONSALL UNIFIED SCHOOL

(Printed Legal name of Purchaser / Owner / Entity) DISTRICT

By: WILLIAM PICKERWITZ

(Printed name of signer)

WJP

Signature

Proposal Submitted By:

Ascent Elevator Services, Inc.

Trina Davidson 5/9/18

Trina Davidson

Date

Sales Manager

Accepted For:

Ascent Elevator Services, Inc.

Title: ASSISTANT SUPERINTENDENT

Date: 5.9.18

Randy Davidson 5-11-18

Randy Davidson

Date

General Manager

2018 HOURLY BILLING RATES

		STRAIGHT TIME	OVERTIME	DOUBLE-TIME
MECHANIC	STANDARD	\$254.00	\$398.00	\$462.00
	PREMIUM		\$166.00	\$244.00
REPAIR CREW		\$449.00	\$659.00	

STANDARD Billing Rates apply for all labor on work not covered under the maintenance agreement. Please refer to CONDITIONS OF SERVICE of the maintenance agreement.

PREMIUM Billing Rates apply to work performed on overtime or double time that is normally covered under agreement. PREMIUM rates apply only to customers who have contracted for the time differential option on their maintenance agreement.

Overtime and Double Time billing rates are applied portal to portal

Straight Time	Monday through Friday excluding Holidays, 8:00AM to 4:30PM
Overtime	Monday through Friday excluding Holidays, between 4:30PM and 8:00AM Saturdays, between 12:00AM and 11:59PM
Double Time	Sundays and Holidays