



C11 943377 PH: 888.723.8736 FAX: 661.255.0088 [scelevators@aol.com](mailto:scelevators@aol.com)

**PROPOSAL FOR LUBE AND OIL ONLY CONTRACT (Platform Lifts)**

TO: Newhall School District

ADDRESS: 25375 Orchard Village Road Suite #200 Valencia Ca. 91355

**Equipment Location:**

McGrath Elementary School 21501 Deputy Jake Dr. Newhall CA 91321

Pico Cyn. Elementary School 25255 Pico Cyn. Road Stevenson Ranch CA 91381

Oak Hills. Elementary School 26730 Old Rock Road Newhall CA 91381

Newhall Elementary School 24607 Walnut St. Newhall CA 91321

Old Orchard Elementary School 25141 N. Avenida Rondel Valencia CA 91355

Wiley Cyn. Elementary School 24240 La Glorita Circle Newhall CA 91321

Stevenson Ranch Elementary School 25820 N. Carroll Lane Stevenson Ranch CA 91381

Valencia Valley Elementary School 43601 Carrizo CA 91355

**Equipment Description:**

Number of Units	Manufacturer	Type	Identification
8	VARIOUS	HYDRAULIC/SCREW	ST #128267,128124,140698,117978, 134688,117840,

**SANTA CLARITA ELEVATORS SERVICE:**

We propose to furnish Santa Clarita Elevators on the equipment ("Units") described above. All work will be performed during regular working hours of our regular working days, unless otherwise specified in this Agreement.

*UNDER THIS CONTRACT, WE WILL SERVICE THE UNITS ON THE FOLLOWING TERMS AND CONDITIONS:*

**MAINTENANCE INCLUDES:**

We will use reasonable care to maintain your equipment using trained personnel. We will regularly and systematically examine, clean, lubricate, adjust and if in our opinion condition warrant, unless specially excluded under the pro-ration provision, repair or replace the following:



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## **FURNISH LUBRICANTS AND HYDRAULIC FLUID**

### **SERVICE PROVIDED:**

We will examine, adjust, clean and lubricate the equipment as set forth above every (Six Months).

Prompt response to all emergency callbacks during regular working hours, Monday through Friday (7AM TO 4PM) except holidays, recognized now and hereafter by local elevator union.

We will maintain for each unit a record of all examinations, callbacks and repairs.

### **OVERTIME CALLBACK SERVICE:**

On callbacks outside of regular working hours, SANTA CLARITA ELEVATORS will absorb the worked hours as straight time rates and you will be charged for the overtime premium portion only, including for travel and expenses.

**MAINTENANCE DOES NOT INCLUDE:** Refinishing repairs to, or replacement of elevator car enclosures (including removable panels), car gates, plenum chambers, hung ceiling, handrails, mirrors, light diffusers, fixtures and bulbs, emergency lighting including battery, car sill(s), car flooring and platform

Hoistway enclosure, including hoistway door panels, frames, sills, fascia, hoistway gates and hoistway cleaning. Signal fixture and operating station cover plates or plastic inserts. Braille and tactile plates. Telephones or communication systems, key mortise cylinders, instruction or warning signs in connection with the use of the equipment by passengers.

Electric power supplies for equipment operation including signals and lighting: power switches, circuit breakers, or fuses and feeders to the controllers. Emergency power systems, mainline shunt trips and emergency power transfer switches.

Telephones installed by others, smoke and heat detectors with related wiring and annunciation panels air conditioners or cooling systems, heating systems, cad key or touch pads, intercom, music or security systems, computer devices, keyboards, or display units.

Failure of hydraulic jack unit, buried or unexposed pipe or conduit from any cause including, but not limited to, corrosion or electrolysis.

It is mutually agreed that all repairs and replacements covered by this Agreement are limited to those necessitated by normal wear and tear, and that we shall not be required to replace or repair equipment by reasons of negligence or misuse by others or for any cause beyond our control; Including but not limited to incorrect use of key switches, damages to the equipment by acts of God, forces or elements or changes in the normal environment and/or operating conditions. We shall not be required to alter existing equipment, or make replacements of obsolete or discontinued parts or parts of changed design whether recommended by you or directed by insurance companies, consultants, third party audits or any governmental authority.



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Unless provided for elsewhere in this Agreement, any periodic safety tests required by applicable laws or codes are not included under this Agreement, but will be performed by us upon request from you and will be billed at our regular billing rates. We shall not be responsible for any inspection fees, license fees, certified fees or witness fees for any testing of equipment which may be required by governmental or other authorities.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this contract. If such code violations or other outstanding safety violations are not corrected in accordance with this contract, SANTA CLARITA ELEVATORS may cancel this contract by providing thirty (30) days written notice.

Cleaning, adjustments, parts and repairs, which are not specifically included herein, are excluded. Such additional work, when necessary, and authorized by you, shall be performed at our regular billing rates for material and labor included travel time and expenses.

#### **PRO-RATIONS, EXCLUSIONS:**

If a pro-ration's/exclusions addendum is attached, the items listed on that addendum show considerable wear and will have to be replaced or repaired in the near future. These items are subject to limited or no coverage as provided for in the addendum.

#### **YOUR OBLIGATIONS:**

It is agreed that we do not assume possession or control of any part of the units, that such remains yours solely as owner, operator, lessee or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state or local law, ordinance or regulation. This responsibility includes, but is not limited to; advising, warning, and/or instructing passengers in the proper use of the equipment.

Escalator units are designed only for transporting passengers. For escalator units, you agree to take all necessary measuring to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You will insure that the machine rooms are properly ventilated with temperature controlled in the 50 degree F, to 90 degree F range or otherwise as required by governmental authority.

You agree to provide us unrestricted, ready and safe access, including off-hours emergency callbacks, to all areas of building in which any part of the units are located and to keep all machine rooms and pit areas free from water, stored material and excessive debris;. You agree to restrict access to the equipment to only our authorized personnel. During the term of this agreement, you agree not to permit others to make alterations, additions, adjustments, repairs or replacements to the equipment.

You agree to provide us with current wiring diagrams reflecting all previously made changes for units covered by this contract to facilitate proper maintenance of the equipment.

You are responsible to secure our right to use and special service tools, manuals and technical support required to maintain your equipment. These tools must be provided prior to us beginning maintenance on such equipment.





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If any of the following conditions occur: an operational problem, an equipment malfunction, a dangerous condition, or there has been an accident, you shall immediately notify us. In the event of an accident, we shall be notified in writing within twenty-four (24) hours of the incident. Until the problem is corrected, you agree to

remove the unit from service and take all necessary precautions to prevent access or use of the unit. This notice requirement is to be strictly construed and any failure to comply with the requirements will serve to hold you liable for any damages or injuries resulting there from.

The ASME A 17.3-2002 Safety Code for Existing Elevators limits the space between the hoistway door and elevator gate 4 inches (or 5 1/2 inches if there is a hoistway door and elevator door and 5 inches for Private Residence Elevators). The purpose of this provision of the code is to prevent a child or small adult from becoming entrapped in the space and then being killed or seriously injured if the elevator moves. There have been multiple deaths and sever injuries to children who became entrapped in the excessive space, such as exists on your elevator. We recommend that until the elevator has been modified to eliminate the excessive space, it should be turned off.

#### **TERMS AND CONDITIONS:**

You will indemnify and hold us harmless for losses due to personal injury or property damage to the extent caused by your negligent acts or omissions.

We shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, act of government, strikes, lockouts, labor disputes, fire, explosion, theft, floods, water, weather, earthquakes, riot, civil commotion, war, repairs by others, exposure to excessive heat, vandalism, misuse, malicious mischief or acts of God. Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind. We shall not be liable for removal or disposal of hazardous and waste fluid or materials or for any environmental/ecological reporting, testing, cleaning or rehabilitation dictated by any agency or party for any reason. If such action is required from us by a third party then shall be paid for by you.

While this agreement is designed to reduce wear and prolong the useful life of such equipment, we make no representation that such equipment will not breakdown or malfunction, and you agree to hold us harmless from any such event or action arising there from.

Any purchase order issued by you in connection with this agreement are deemed to be issued for your administrative or billing identification purposes only. The terms and conditions contained herein shall exclusively govern the services to be provided hereunder, and this agreement may not be changed, modified, revised or amended unless in writing and signed by you and our authorized representative.

In the event of sale, lease or other transfer of equipment, or the premises in which they are located or a change in the paying party, you agree to see that such transferee or alternate paying party is made aware of this agreement and assumes and agrees to be bound by the terms hereof for the balance of the agreement term. Should you fail to do this, you will be liable for the full unpaid balance due for the unexpired term of the agreement. We may, at our sole discretion, terminate this agreement with any such successor at any time upon thirty (30) days written notice. The agreement monthly price is a unit amount for the entire agreement period subject to the interest and escalation adjustments.



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Your failure to pay any sum within sixty (60) days will be deemed a material breach. We may, at our option, declare all sums due or to become due for the unexpired term, immediately due and payable as liquidated damages, but not as a penalty, and until the same are paid, be discharged from further obligations under the agreement.

It is expressly agreed that the payment of all sums due hereunder, is a condition precedent to the rendering of service. We reserve, at our option, the right to suspend or curtail service until all payments due are made.

This agreement is based on conditions prevailing under current labor agreements. In the event future labor agreements or changes alter costs or restrict our ability to provide services hereunder, we shall notify you in writing and thereupon, offer modification to the agreement to remedy the situation. In the event we cannot agree on a revised agreement, either party shall have the right to terminate this agreement upon expiration of ninety (90) days from the above notice.

All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid or unreasonable by any competent court, the agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

#### **CONTRACT PRICE AND TERM:**

Contract Price: \$160.00 per month

Our price to perform the service as outlined in this agreement is ONE HUNDRED AND SIXTY DOLLARS (\$160.00) PER MONTH, payable upon receipt of invoice. Payment upon quarterly basis.

SANTA CLARITA ELEVATORS BILLING RATE IS \$295.00 PER HOUR DURING REGULAR BUSINESS HOURS. THE OVERTIME BILLING RATE IS \$395.00 PER HOUR WITH A TWO (2) HOUR MINIMUM.

#### **PRICE ADJUSTMENT:**

The contract price will be adjusted on the date of any labor rate adjustment under the SANTA CLARITA ELEVATORS contract with the respective collective bargaining agreement to reflect increases or decreases in material and labor cost.

#### **MATERIAL**

20% Of the current contract price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U.S. Department of Labor, Bureau of Statistics.

#### **LABOR**

80% Of the current contract price will be increased or decreased by the percent increased or decreased in the straight time hourly labor cost under the collective bargaining agreement. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.





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**TERM:** The commencement Date will be 7/1/2020. The Term of this contract will be for one (1) year beginning on the commencement date. The contract will automatically be renewed at each anniversary for an additional one (1) year term unless terminated by either party by giving written notice to the other party at least thirty (30) days, but no more than sixty (60) days prior to the end of the then current one (1) year term.

**PAYMENTS:**

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorney's fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid, be discharged from further obligations under the contract.

If payments are not made in accordance with the terms of contract, when due, we may elect to cancel this contract at will and shall not be liable for any acts or omissions following any such failure to make payments, whether election is made to cancel the contract or not. Upon receiving payment or arrears we may, at our option continue to render services hereunder, but such continuance shall not constitute a waiver of any of our rights because of such default. Invoices will be deemed acceptable unless we receive from the purchaser specific written objection within ten (10) days from the invoice date.

**ACCEPTANCE:**

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlines herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identifications purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the service to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of SANTA CLARITA ELEVATORS. Further, any manual changes to this form will not be effective as to

SANTA CLARITA ELEVATORS, unless initialed in the margin by an authorized representative of SANTA CLARITA ELEVATORS.



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THIS QUOTATION IS VALID FOR SIXTY (60) DAYS FROM THE PROPOSAL DATE.

Submitted by \_\_\_\_\_

Accepted in Duplicate

**CUSTOMER**

Approved by Authorized Representative

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

**SANTA CLARITA ELEVATORS**

Approved by Authorized Representative

DATE: 6/10/2020

SIGNED: [Signature]

PRINT NAME: WILLIAM LENGUEL



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Please make all payments to: Santa Clarita Elevators  
16654 Soledad Canyon Road #409  
Canyon Country CA. 91387