

**Purchasing Department**  
**Madison County Board of Supervisors**  
**146 West Center Street**  
**Canton, Mississippi 39046**

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601-855-5503  
hardy@madison-co.com

6 May 2016

District 1 Supervisor Sheila Jones  
District 2 Supervisor Trey Baxter  
District 3 Supervisor Gerald Steen  
District 4 Supervisor David Bishop  
District 5 Supervisor Paul Griffin

Subject: Cancel five elevator maintenance contracts and enter into new four-year county-wide elevator maintenance contract with MidSouth Elevator

Dear Board Members:

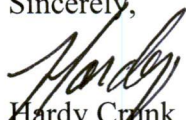
The county recently advertised for proposals for county-wide maintenance of elevators. The only proposal received was from MidSouth Elevator in the amount of \$1,325 per month, which equals \$15,900 per year. A copy of MidSouth Elevator's proposal is attached.

The county currently has contracts with three different companies for the maintenance of elevators. A list of the current elevator contracts, prices, and locations plus an analysis of the amount the county could save by canceling the current contracts and entering into one county-wide contract is attached. Also attached are copies of the five current contracts.

As detailed on the attached cost comparison, the county would save \$18,521.64 per year by canceling the current elevator maintenance contracts and entering into a county-wide contract with MidSouth Elevator. The savings over the four-year term of the new contract would be \$74,086.56.

Board attorney Katie Bryant Snell has opined that the five elevator maintenance contracts are "...voidable since the old board did not have the power to bind its successor board." (see attached email). I would therefore recommend that the board cancel the five attached elevator maintenance contracts as of May 31 and enter into a four-year county-wide elevator maintenance contract with MidSouth Elevators at the price of \$1,325 per month, with said contract to be effective June 1.

Sincerely,

  
Hardy Crank  
Purchase Clerk

## Hardy Crunk

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**From:** Katie Snell <Katie@katiebryantsnell.com>  
**Sent:** Thursday, May 05, 2016 10:40 PM  
**To:** Hardy Crunk  
**Cc:** Tony Greer  
**Subject:** Re: Cancellation of Elevator Maintenance Contracts

Yes. An elevator contract falls under discretionary matters and would therefore be voidable since the old board did not have the power to bind its successor board.

Katie Bryant Snell  
Katie Bryant Snell PLLC  
Tel. (601) 460-9800  
P.O. Box 3007, Madison, MS 39130  
[Katie@katiebryantsnell.com](mailto:Katie@katiebryantsnell.com)

> On May 4, 2016, at 3:03 PM, Hardy Crunk <[hardy@madison-co.com](mailto:hardy@madison-co.com)> wrote:

>

> Katie,

>

> Attached is a draft letter for the May 16 BOS agenda concerning canceling the five current elevator maintenance contracts and entering into a county-wide elevator maintenance contract with one vendor. The savings would be \$18,521.64 per year, which equals \$74,086.56 over the life of a new four-year contracts.

>

> May the new board cancel the old contracts that predate this board?

>

> Thanks,

> Hardy

>

> <BOS Letter Elevator Contracts May 2016.pdf>

## ELEVATOR MAINTENANCE CONTRACTS AND COST COMPARISON

LOCATION	MONTHLY	NUMBER OF ELEVATORS	COMPANY	CONTRACT DATE	YEARS	SIGNED BY
Circuit	\$915.85	2	Dover	25-May-96	5	Steve Duncan
Chancery	\$896.09	2	Dover	1-Oct-93	5	Steve Duncan
Historic Courthouse Administration	\$180.00	1	Dixie	1-Feb-97	1	Brad Sellers
Tax Office Madison	\$586.00	2	ThyssenKrupp	6-Apr-09	5	BOS (Paul Griffin)
	\$290.53	1	ThyssenKrupp	3-Feb-14	5	BOS (Karl Banks)
	-----					
<b>CURRENT MONTHLY COST</b>	<b>\$2,868.47</b>					
<b>CURRENT YEARLY COST</b>	<b>\$34,421.64</b>					
<b>MID SOUTH YEARLY COST</b>	<b>\$15,900.00</b>					
<b>YEARLY SAVINGS</b>	<b>\$18,521.64</b>					
<b>FOUR-YEAR SAVINGS</b>	<b>\$74,086.56</b>					

Note: All of the current contracts have an automatic rollover clause unless notice of cancellation is given 90 days prior to contract anniversary date.

**PROPOSAL SHEET  
MADISON COUNTY, MISSISSIPPI  
ELEVATOR MAINTENANCE & SERVICE CONTRACT  
PROPOSALS DUE AT 10 A.M. ON 26 APRIL 2016**

South Annex	Preventive Maintenance	\$ <u>165.<sup>00</sup></u> per month
Historic Courthouse	Preventive Maintenance	\$ <u>165.<sup>00</sup></u> per month
Chancery Court	Preventive Maintenance	\$ <u>330.<sup>00</sup></u> per month
Administration Building	Preventive Maintenance	\$ <u>360.<sup>00</sup></u> per month
Circuit Court	Preventive Maintenance	\$ <u>300.<sup>00</sup></u> per month
<b>Total (All Facilities)</b>	<b>Preventive Maintenance</b>	<b>\$ <u>1325.<sup>00</sup></u> per month</b>

**ITEMIZED HOURLY RATES:**

Service Employee Regular Time \$ 200.<sup>00</sup> per hour

Service Employee Overtime \$ 300.<sup>00</sup> per hour

**ITEMS NOT COVERED IN THIS AGREEMENT:**

1. Cosmetic Repairs
2. Repair to Cab
3. Ceiling Frame, Panels, Light Fixtures
4. Door Panels, Frames
5. Cab Flooring/ Finishes
6. Hydraulic Elevator Jack Outer Casing and Buried Pipe
7. Fire/ Security/ Communications Systems
8. Other Items as Agreed to by owner and contractor



Name of Company: Miosouth ELEVATOR, LLC

Address: P.O. Box 16521

Jackson, MS 39234

Contact Person: Craig Williams

Telephone number: 601-353-8283

Cell Telephone Number: 601-540-5719

E-mail Address: CRAIG@MIOSOUTHELEVATOR.COM

Authorized Signature: 



**DOVER ELEVATOR COMPANY  
AGREEMENT FOR  
DOVER MASTER MAINTENANCE SERVICE**

TO: Madison County Courthouse *Circuit Court* BUILDING LOCATION Madison Cty Courthouse  
(Purchaser - herein called You)

P. O. Box 404  
Canton, MS 39046

175 North Union  
Canton, MS 39046

Dover Elevator Company (herein called We) will provide DOVER MASTER MAINTENANCE SERVICE on the elevator equipment in the above building and described below (herein called the equipment) on the terms and conditions set forth herein.

No. Elevators and Type	Manufacturer	Serial No.
2 DMC-1 Oildraulic Passenger	Dover	<i>DKW</i> EF0865H & EF0865

**EXTENT OF COVERAGE**

We will:

Regularly and systematically examine, adjust, lubricate and, whenever required by the wear and tear of normal elevator usage, repair or replace the equipment (except for the items stated hereafter), using trained personnel directly employed and supervised by us to maintain the equipment in proper operating condition.

Furnish all parts, tools, equipment, lubricants, cleaning compounds and cleaning equipment.

Relamp all signals as required during regular examinations only.

Periodically examine and test the hydraulic system and/or governor, safeties and buffers on the equipment, at our expense, as outlined in the American National Standard Safety Code For Elevators and Escalators, A.N.S.I. A17.1, current edition as of the date this agreement is submitted. It is expressly understood and agreed that we will not be liable for any damage to the building structure occasioned by these tests.

**ITEMS NOT COVERED**

We assume no responsibility for the following items, which are not included in this agreement:

The cleaning, refinishing, repair or replacement of

- Any component of the car enclosure including removable panels, door panels, sills, car gates, plenum chambers, hung ceilings, light diffusers, light fixtures, tubes and bulbs, handrails, mirrors, car flooring and floor covering.
- Hoistway enclosure, hoistway gates, door panels, frames and sills.
- Cover plates for signal fixtures and operating stations.
- Intercommunication systems used in conjunction with the equipment.
- Main line power switches, breakers and feeders to controller.
- Emergency power plant and associated contactors.
- Emergency car light and all batteries, including those for emergency lowering.
- Smoke and fire sensors and related control equipment not specifically a part of the elevator controls.
- Jack unit cylinder, buried piping and buried conduit.

**PRORATED ITEMS**

The items listed on the schedule below show wear and will have to be replaced in the future. To provide you with the maximum of service from these items, we are accepting them in their present condition with the understanding that you agree to pay, in addition to the base amount of this agreement, an extra at the time the items listed are first replaced by us. Your cost for the replacements will be determined by prorating the total charge of replacing the individual items. You agree to pay for that portion of the life of the items used prior to the date of this agreement, and we agree to pay for that portion used since the date of this agreement.

**SCHEDULE OF PARTS TO BE PRORATED**

**NAME OF PART**

**DATE INSTALLED**

None

**HOURS OF SERVICE**

We will perform all work hereunder during regular working hours of our regular working days, unless otherwise specified. We include emergency minor adjustment callback service during regular working hours of our regular working days.

If overtime work is not included and we are requested by you to perform work outside of our regular working hours, you agree to pay us for the difference between regular and overtime labor at our regular billing rates.

**PURCHASER'S RESPONSIBILITIES**

- Possession or control of the equipment shall remain exclusively yours as owner, lessee, possessor or custodian.
- Your responsibility includes, but is not limited to, instructing or warning passengers in the proper use of the equipment, taking the equipment out of service when it becomes unsafe or operates in a manner that might cause injury to a user, promptly reporting to us any accidents or any condition which may need attention and maintaining surveillance of the equipment for such purposes.
- You will provide us unrestricted access to the equipment, and a safe workplace for our employees.
- You will keep the pits and machine rooms clear and free of water and trash and not permit them to be used for storage.
- You agree that you will not permit others to make changes, adjustments, additions, repairs or replacements to the equipment.

**TERM**

This agreement is effective as of May 25, 1996 (the anniversary date) and will continue thereafter until terminated as provided herein. Either party may terminate this agreement at the end of the first five years or at the end of any subsequent five-year period by giving the other party at least ninety (90) days prior written notice.

This agreement may not be assigned without our prior consent in writing.



*Circuit Court House*

CONDITIONS OF SERVICE

No work, service or liability on the part of Dover Elevator Company, other than that specifically mentioned herein, is included or intended.

The parties hereto recognize that with the passage of time, equipment technology and designs will change. We shall not be required to install new attachments or improve the equipment or operation from those conditions existing as of the effective date of this agreement. We have the responsibility to make only those adjustments, repairs or replacements required under this agreement which are due to ordinary wear and tear and are disclosed to be reasonably necessary by our examination. You agree to accept our judgement as to the means and methods to be used for any corrective work. We shall not be required to make adjustments, repairs or replacements necessitated by any other cause including but not limited to, obsolescence, accidents, vandalism, negligence or misuse of the equipment. If adjustments, repairs, or replacements are required due to such causes, you agree to pay us as an extra to this agreement for such work at our regular billing rates.

We shall not be required to make tests other than those specified in the extent of coverage, nor to install new attachments or devices whether or not recommended or directed by insurance companies or by federal, state, municipal or other authorities, to make changes or modifications in design, or make any replacement with parts of a different design or to perform any other work not specifically covered in this agreement.

It is understood, in consideration of our performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that we assume any liability on account of accidents to persons or property except those directly due to negligent acts of Dover Elevator Company or its employees, and that your own responsibility for accidents to persons or properties while riding on or being on or about the aforesaid equipment referred to, is in no way affected by this agreement.

We shall not be held responsible or liable for any loss, damage, detention, or delay resulting from causes beyond our reasonable control, including but not limited to accidents, fire, flood, acts of civil or military authorities, insurrection or riot, labor troubles, including any strike or lockout which interferes with the performance of work at the building site or our ability to obtain parts or equipment used in the performance of this agreement. In the event of delay due to any such cause, our performance under this agreement will be postponed without liability to us by such length of time as may be reasonably necessary to compensate for the delay. In no event will we be responsible for special, indirect, incidental or consequential damages.

PRICE

The price for the service as stated herein shall be ~~Three Hundred Twenty Eight and No./100--~~ ~~Dollars \$328.00~~ 915.85 per month, payable monthly in advance upon presentation of invoice. You shall pay as an addition to the price, the amount of any sales, use, excise or any other taxes which may now or hereafter be applicable to the services to be performed under this agreement.

This price shall be adjusted annually and such adjusted price shall become effective as of each anniversary date of the agreement, based on the percentage of change in the straight time hourly labor cost for elevator examiners in the locality where the equipment is to be examined. For purposes of this agreement, "straight time hourly labor cost" shall mean the straight time hourly rate paid to elevator examiners plus fringe benefits which include, but are not limited to, pensions, vacations, paid holidays, group life insurance, sickness and accident insurance, and hospitalization insurance. The straight time hourly labor cost applicable to this agreement is \$ 26.528 of which \$ 9.328 constitutes fringe benefits.

A service charge of 1 1/2 % per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all our attorney fees, collection costs or court costs in connection therewith.



SPECIAL CONDITIONS

None

ADDITIONAL PROVISIONS

This instrument contains the entire agreement between the parties hereto and is submitted for acceptance within 30 days from the date executed by us, after which time it is subject to change. All prior negotiations or representations, whether written or verbal, not incorporated herein are superseded. No changes in or additions to this agreement will be recognized unless made in writing and signed by both parties.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement.

We reserve the right to terminate this agreement at any time by notice in writing should payments not be made in accordance with the terms herein.

Should your acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of conflict.

ACCEPTANCE BY YOU AND SUBSEQUENT APPROVAL BY AN EXECUTIVE OFFICER OF DOVER ELEVATOR COMPANY WILL BE REQUIRED BEFORE THIS AGREEMENT BECOMES EFFECTIVE.

Accepted: Madison County  
(Full Legal Company Name or Individual Purchaser)

By: Steve Duncan  
(Signature of Authorized Official)

Steve Duncan  
(Type or Print Name)

Title Madison County Chancery Clerk  
(Type or Print)

Date Signed: May 7, 1996

BILLING ADDRESS:

Madison County Courthouse

P. O. Box 404

Canton, MS 39046

DOVER ELEVATOR COMPANY

P. O. Box 2089  
Jackson, MS 39225-2089

DOVER USE ONLY

By: \_\_\_\_\_  
Phillip K. Moore

Date Signed: \_\_\_\_\_

APPROVED: DOVER ELEVATOR COMPANY

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

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

Date Signed: \_\_\_\_\_



**AGREEMENT FOR  
DOVER MASTER MAINTENANCE SERVICE**

TO: CHANCERY COURT BUILDING  
(Purchaser - herein called You)

BUILDING LOCATION Chancery Court Bldg.

P. O. Box 404

Union and West Street

Canton, MS 39046

Canton, MS 39046

Dover Elevator Company (herein called We) will provide DOVER MASTER MAINTENANCE SERVICE on the elevator equipment in the above building and described below (herein called the equipment) on the terms and conditions set forth herein.

No. Elevators and Type	Manufacturer	Serial No.
Two (2) DMC Oildraulic Passenger	Dover	E-C3828 & 29

**EXTENT OF COVERAGE**

We will:

Regularly and systematically examine, adjust, lubricate and, whenever required by the wear and tear of normal elevator usage, repair or replace the equipment (except for the items stated hereafter), using trained personnel directly employed and supervised by us to maintain the equipment in proper operating condition.

Furnish all parts, tools, equipment, lubricants, cleaning compounds and cleaning equipment.

Relamp all signals as required during regular examinations only.

Periodically examine and test the hydraulic system and/or governor, safeties and buffers on the equipment, at our expense, as outlined in the American National Standard Safety Code For Elevators and Escalators, A.N.S.I. A17.1, current edition as of the date this agreement is submitted. It is expressly understood and agreed that we will not be liable for any damage to the building structure occasioned by these tests.

**ITEMS NOT COVERED**

We assume no responsibility for the following items, which are not included in this agreement:

The cleaning, refinishing, repair or replacement of

- Any component of the car enclosure including removable panels, door panels, sills, car gates, plenum chambers, hung ceilings, light diffusers, light fixtures, tubes and bulbs, handrails, mirrors, car flooring and floor covering.
- Hoistway enclosure, hoistway gates, door panels, frames and sills.
- Cover plates for signal fixtures and operating stations.
- Intercommunication systems used in conjunction with the equipment.
- Main line power switches, breakers and feeders to controller.
- Emergency power plant and associated contactors.
- Emergency car light and all batteries, including those for emergency lowering.
- Smoke and fire sensors and related control equipment not specifically a part of the elevator controls.
- Jack unit cylinder, buried piping and buried conduit.



## PRORATED ITEMS

The items listed on the schedule below show wear and will have to be replaced in the future. To provide you with the maximum of service from these items, we are accepting them in their present condition with the understanding that you agree to pay, in addition to the base amount of this agreement, an extra at the time the items listed are first replaced by us. Your cost for the replacements will be determined by prorating the total charge of replacing the individual items. You agree to pay for that portion of the life of the items used prior to the date of this agreement, and we agree to pay for that portion used since the date of this agreement.

## SCHEDULE OF PARTS TO BE PRORATED

NAME OF PART

None

DATE INSTALLED

## HOURS OF SERVICE

We will perform all work hereunder during regular working hours of our regular working days, unless otherwise specified. We include emergency minor adjustment callback service during regular working hours of our regular working days.

If overtime work is not included and we are requested by you to perform work outside of our regular working hours, you agree to pay us for the difference between regular and overtime labor at our regular billing rates.

## PURCHASER'S RESPONSIBILITIES

- Possession or control of the equipment shall remain exclusively yours as owner, lessee, possessor or custodian.
- Your responsibility includes, but is not limited to, instructing or warning passengers in the proper use of the equipment, taking the equipment out of service when it becomes unsafe or operates in a manner that might cause injury to a user, promptly reporting to us any accidents or any condition which may need attention and maintaining surveillance of the equipment for such purposes.
- You will provide us unrestricted access to the equipment, and a safe workplace for our employees.
- You will keep the pits and machine rooms clear and free of water and trash and not permit them to be used for storage.
- You agree that you will not permit others to make changes, adjustments, additions, repairs or replacements to the equipment.

## TERM

This agreement is effective as of October 1, 19 93 (the anniversary date) and will continue thereafter until terminated as provided herein. Either party may terminate this agreement at the end of the first five years or at the end of any subsequent five-year period by giving the other party at least ninety (90) days prior written notice.

This agreement may not be assigned without our prior consent in writing.



Chancery Court Bldg

## CONDITIONS OF SERVICE

No work, service or liability on the part of Dover Elevator Company, other than that specifically mentioned herein, is included or intended.

The parties hereto recognize that with the passage of time, equipment technology and designs will change. We shall not be required to install new attachments or improve the equipment or operation from those conditions existing as of the effective date of this agreement. We have the responsibility to make only those adjustments, repairs or replacements required under this agreement which are due to ordinary wear and tear and are disclosed to be reasonably necessary by our examination. You agree to accept our judgement as to the means and methods to be used for any corrective work. We shall not be required to make adjustments, repairs or replacements necessitated by any other cause including but not limited to, obsolescence, accidents, vandalism, negligence or misuse of the equipment. If adjustments, repairs, or replacements are required due to such causes, you agree to pay us as an extra to this agreement for such work at our regular billing rates.

We shall not be required to make tests other than those specified in the extent of coverage, nor to install new attachments or devices whether or not recommended or directed by insurance companies or by federal, state, municipal or other authorities, to make changes or modifications in design, or make any replacement with parts of a different design or to perform any other work not specifically covered in this agreement.

It is understood, in consideration of our performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that we assume any liability on account of accidents to persons or property except those directly due to negligent acts of Dover Elevator Company or its employees, and that your own responsibility for accidents to persons or properties while riding on or being on or about the aforesaid equipment referred to, is in no way affected by this agreement.

We shall not be held responsible or liable for any loss, damage, detention, or delay resulting from causes beyond our reasonable control, including but not limited to accidents, fire, flood, acts of civil or military authorities, insurrection or riot, labor troubles, including any strike or lockout which interferes with the performance of work at the building site or our ability to obtain parts or equipment used in the performance of this agreement. In the event of delay due to any such cause, our performance under this agreement will be postponed without liability to us by such length of time as may be reasonably necessary to compensate for the delay. In no event will we be responsible for special, indirect, incidental or consequential damages.

## PRICE

\$ 896.09

The price for the service as stated herein shall be ~~Two Hundred Eighty-Four and No/100~~ Dollars (~~\$ 284.00~~) per month, payable monthly in advance upon presentation of invoice. You shall pay as an addition to the price, the amount of any sales, use, excise or any other taxes which may now or hereafter be applicable to the services to be performed under this agreement.

This price shall be adjusted annually and such adjusted price shall become effective as of each anniversary date of the agreement, based on the percentage of change in the straight time hourly labor cost for elevator examiners in the locality where the equipment is to be examined. For purposes of this agreement, "straight time hourly labor cost" shall mean the straight time hourly rate paid to elevator examiners plus fringe benefits which include, but are not limited to, pensions, vacations, paid holidays, group life insurance, sickness and accident insurance, and hospitalization insurance. The straight time hourly labor cost applicable to this agreement is \$ 24.63 of which \$9.03 constitutes fringe benefits.

A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all our attorney fees, collection costs or court costs in connection therewith.



**SPECIAL CONDITIONS**

None

**ADDITIONAL PROVISIONS**

This instrument contains the entire agreement between the parties hereto and is submitted for acceptance within 30 days from the date executed by us, after which time it is subject to change. All prior negotiations or representations, whether written or verbal, not incorporated herein are superseded. No changes in or additions to this agreement will be recognized unless made in writing and signed by both parties.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement.

We reserve the right to terminate this agreement at any time by notice in writing should payments not be made in accordance with the terms herein.

Should your acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of conflict.

ACCEPTANCE BY YOU AND SUBSEQUENT APPROVAL BY AN EXECUTIVE OFFICER OF DOVER ELEVATOR COMPANY WILL BE REQUIRED BEFORE THIS AGREEMENT BECOMES EFFECTIVE.

Accepted: Madison County, MS  
(Full Legal Company Name or Individual Purchaser)

By: Steve Duncan  
(Signature of Authorized Official)

Steve Duncan  
(Type or Print Name)

Title Chancery Clerk  
(Type or Print)

Date Signed: 9/23/93

**BILLING ADDRESS:**

Chancery Court Building

P. O. Box 404

Canton, MS 39046

**DOVER ELEVATOR COMPANY**

P. O. Box 2089  
Jackson, MS 39225-2089

<b>DOVER USE ONLY</b>	
By: <u>Phillip K. Moore</u>	
Phillip K. Moore/Sales Rep.	
Date Signed: <u>9-20-93</u>	
<b>APPROVED: DOVER ELEVATOR COMPANY</b>	
By: <u>Linda K. Pierson</u>	
LINDA K. PIERSON	
CONTRACT ANALYST	
Title: _____	
Date Signed: _____	<u>OCT - 1 1993</u>



Cont. No.

# DIXIE ELEVATOR CO., INC. SERVICE POLICY

4634 Lynch Street Extension • Jackson, Mississippi 39209

TO MADISON COUNTY COURTHOUSE  
CANTON, MISSISSIPPI

Location

The undersigned, DIXIE ELEVATOR CO., INC., does hereby agree to furnish you the following service on the elevators described below from the date hereof, located at: **THE MADISON COUNTY COURTHOUSE ON THE SQUARE, CANTON, MS**  
**ONE (1) THREE-FLOOR HYDRAULIC PASSENGER ELEVATOR.**

• • SECTION A. (Inspection, Oil, Grease)

Service shall consist of ONE examination(s) per month. Such examination(s) shall include oiling and cleaning the machine, motor and controller; oiling and/or greasing bearings and guides; and making necessary minor adjustments at the time of the regular examination. In all cases DIXIE ELEVATOR CO., INC. is to furnish whatever labor is necessary to the performance of such examination(s), but is not to furnish any material whatsoever, except as hereinafter specifically designated. The examination(s) shall include examination(s) of signal devices, enclosures, doors, or interlocks. We will furnish all lubricants. Hydraulic lifting fluid is not included in Section A.

• • SECTION B. (Parts, Oil, Grease)

In addition to all the services and materials specified above, DIXIE ELEVATOR CO., INC. will further furnish all controller relays, contacts, limit switch contacts, contact insulators, and contact springs necessary to the proper functioning of the equipment, insofar as it is affected by the parts described above.



DIXIE ELEVATOR CO., INC.  
SERVICE POLICY

...springs necessary to the proper operation of the equipment described above.

• • SECTION C. (Full Maintenance)

We will regularly and systematically examine, adjust, lubricate as required, and if, in our judgment, conditions warrant, repair or replace Machine, Motor, Generator, Pump, Valves; Controllers, Guide Shoes/Roller Guides, Hoist and Conductor Cables, Piston Packing, Hydraulic Lifting Fluid and Starter Contacts.

This service does include call-back service which will be made upon request, if trouble should develop or difficulties arise between our regular examinations. All work covered under this policy is to be performed during our regular working hours; specifically being 8 a.m. to 5:00 p.m. Monday through Fridays, Legal Holidays excepted.

If overtime examinations, repairs or emergency minor adjustments, call back service are not included in this agreement and are later requested by you, we will absorb the worked hours at single time rates and you will be charged extra for the overtime bonus hours only at our regular hourly billing rate.

• • SECTION D. (Overtime Call Back Service)

We will furnish emergency minor adjustment call back service only under this section.

**GENERAL CONDITIONS**

It is agreed that we are not required to make renewals or repairs necessitated by reason of negligence or misuse of the equipment or by reason of any other cause beyond our control except ordinary wear and tear. We shall not be required to make load tests nor to install new attachments on the elevators as recommended or directed by insurance companies or by governmental authorities, or to make any replacements mentioned herein with parts of a different design.



*Historic Courthouse*

**GENERAL CONDITIONS**

The items listed on the schedule below show considerable wear and will have to be replaced in the near future. To provide you with the maximum of service from these items, we are accepting them in their present condition with the understanding that you are to pay in addition to the base amount of this contract, an extra at the time the items listed are first replaced. The charge for this replacement will be determined by prorating the total cost of replacing the individual items. You are to pay for that portion of the life of the items used from the date of installation to the date of this contract and we are to pay for that portion used since the date of this contract:

**SCHEDULE OF PARTS TO BE PRO-RATED**  
**PART DATE INSTALLED**

In consideration of the performance of the services and the furnishings of the material as specified above at the price stated, it is expressly understood that DIXIE ELEVATOR CO., INC. assumes no liability on account of accidents to persons or damage to persons or damage to property; and that your own responsibility for damage to property or accidents to persons while riding on or being in or about the elevators referred to is in no wise mitigated or abated.

DIXIE ELEVATOR CO., INC. shall not be liable for loss or damage resulting from strikes, lockouts, fires, storms, acts of God or other similar or dissimilar causes beyond its control. Other than specifically mentioned herein, no work, service or liability on the part of DIXIE ELEVATOR CO., INC. is included or intended. It is further agreed that we do not assume possession or management of any part of the equipment but such remains your exclusively as owner (or lessee). We are not liable for damages caused by lightning; this being covered by your building insurance.

**TERMINATION**

This service shall commence on FIRST day of FEBRUARY, 1997 and shall continue thereafter until terminated by either party at the end of \_\_\_\_\_ years or any subsequent \_\_\_\_\_ years by giving the other party ninety (90) days prior written notice.

This proposal, and the acceptance hereof, shall constitute, exclusively and entirely, the agreement for the services as described above up to and included in Section indicated below as being accepted; and all prior representations or agreements relating to such services, whether verbal or written, shall be deemed merged herein.

No other changes in or additions to this agreement shall be recognized unless made in writing and signed by both parties hereto. This agreement is not binding upon DIXIE ELEVATOR CO., INC. until signed by Service Manager/Officer of Corporation.

Payable monthly ~~ONE HUNDRED & TWENTY FIVE~~ DOLLARS (\$ ~~125.00~~ )

*180*



the U.S. Dep...

The contract price shall be ...  
the straight time hourly labor cost for the month...  
mencement of the service.

DIXIE ELEVATOR CO., INC. reserves the right to void the between examina...  
clause, the parts included clause and service at any time monthly payments are not kept current.  
Payments in full are due by the 10th of the month following Billing Date and shall be considered in  
arrears after that date. After service accounts are 60 days in arrears, this will void sections B, C &  
D of maintenance contract.

**BOTH PARTIES TO INITIAL EACH ITEM TO BE INCLUDED IN CONTRACT.**

PURCHASER:		SELLER:	
Section A.	Accepted	\$ <u>X</u>	D.E.C. Accepted
Section B.	<i>HL</i> Accepted	\$ <u>125.00</u>	D.E.C. Accepted
Section C.	Accepted	\$ _____	D.E.C. Accepted
Section D.	Accepted	\$ _____	D.E.C. Accepted
TOTAL A-B-C-D		\$ <u>125.00</u>	

Accepted by Owner / Agent  
Owner / Agent *Bruce Sellman*

Respectfully submitted by Seller  
DIXIE ELEVATOR CO., INC.

Title *Buildings & Grounds Coordinator* Title Kevin Crawford  
PRESIDENT  
Date 1/8/97 Date 1-07-97





**DIXIE ELEVATOR COMPANY, INC.**

P.O. Box 7575  
Jackson, MS 39284

Phone: 601-922-1952

Fax: 601-922-1956

**Customer: Madison County Courthouse - Canton, MS**

## Notice To Our Customers:

Dixie Elevator Company is committed to provide our customers with quality service and repair. As cost continue to rise since our last increase 10 years ago, it has become necessary for a price increase if we are to continue to service our customers.

Effective July 2011, your monthly service price will be increased to \$180.00 per month.

If you have any questions concerning this matter, please don't hesitate to contact our office.

Thank you for your consideration.

Dixie Elevator Co., Inc.

COPY



# Gold Maintenance Agreement

TK-16-0155

**Purchaser:** Madison County  
P. O. Box 608  
Canton, MS 39046  
Hereinafter referred to as "Purchaser", "you", and "your".

**Location:** Madison County Office Complex  
146 West Center Street  
Canton, MS 39046

**By:** ThyssenKrupp Elevator Corporation  
5267 Greenway Drive  
Jackson, MS 39204  
Telephone: (601)922-9400Ext 13, (601)842-8918  
Fax: (601)922-4138  
E-Mail: phillip.moore@thyssenkrupp.com  
Internet: www.thyssenkruppelevator.com  
Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

## GOLD MAINTENANCE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to maximize the performance, safety, and life span of the elevator equipment to be maintained.

Building Name	Unit Quantity	Equipment To Be Maintained			Unit ID or Serial #
		Manufacturer	Type of Unit	Application of Unit	
Madison County Office Complex	2	ThyssenKrupp	Hydraulic	Passenger	EV9005-06

**APPROVED**  
 BY MADISON COUNTY  
 BOARD OF SUPERVISORS  
 Date 4/16/09  
 ARTHUR JOHNSTON, CHANCERY CLERK  
 BY Charles Seed D.C.

23

**ThyssenKrupp Elevator**  
Americas Business Unit





## Gold Maintenance Agreement

### Preventative Maintenance Program

We will service your elevator equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "after hours".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
  - Control and landing positioning systems
  - Signal fixtures
  - Machines, drives, motors, governors, sheaves, and ropes
  - Power units, pumps, valves, and jacks
  - Car and hoistway door operating devices and door protection equipment
  - Loadweighers, car frames and platforms, and counterweights
  - Safety mechanisms
- Lubricate equipment for smooth and efficient performance;
- Adjust elevator parts and components to maximize performance and safe operation; and,
- Document all work performed on Maintenance Tasks & Records Logs provided with each controller.

### Full Coverage Parts Repair and Replacement

ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in "Items Not Covered" herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

### Quality Assurance

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with the tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

### Service Requests during Normal Working Days and Hours

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

### After Hours Service Requests

On all "after hours" service requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. After Hours Service Requests are defined as any request requiring the dispatch of a service technician(s) that is fulfilled before or after normal business working days and hours. Such costs will be invoiced at our standard overtime billing rates.

#### VIEW®

VIEW is ThyssenKrupp Elevator's customer oriented, online service activity reporting system. VIEW allows building owners and managers to monitor our maintenance and service call activity. VIEW can be accessed via the Internet any time, day or night. You can "VIEW" service tickets associated with a single elevator serviced under this agreement, for all the elevators at the location serviced under this agreement, or across an entire portfolio of elevator equipment that is serviced by ThyssenKrupp Elevator.

#### VISTA® (Check box if included)

VISTA Remote Monitoring is ThyssenKrupp Elevator's exclusive service for monitoring the status and performance of your elevator(s). VISTA monitors compatible equipment 24 hours a day, 7 days per week, 365 days per year. Constantly monitoring performance data on your equipment provides ThyssenKrupp Elevator the ability to respond to operational irregularities quicker and more efficiently. With VISTA, we can often dispatch a service technician to your location before any interruption in elevator service occurs. Service visits based on VISTA data will be made during normal business hours on normal business days. Special considerations regarding VISTA are set forth below.

#### SoundNet® (Check box if included)

SoundNet is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. SoundNet maintains a computerized and hard copy record of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding SoundNet are set forth below.

#### Periodic Safety Testing (Check box if included)

Test equipment in accordance with annual periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. Or if different than ANSI A17.1, in accordance with such annual periodic testing requirements as provided in the prevailing elevator and escalator code in effect and adopted by the state, city or local governing authority in which the equipment is located, and which are in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees.



## Gold Maintenance Agreement

**Product Information.** You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

**Safety.** You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to report immediately any condition that may indicate the need for correction before the next regular examination. You agree to shut down the equipment immediately upon manifestation of any irregularities in either the operation or the appearance of the equipment, to notify us at once, and to keep the equipment shut down until the completion of any repairs. You agree to give us verbal notice immediately and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this Agreement reveals an operational problem which, in ThyssenKrupp Elevator's judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether the proposed solution is covered by the terms of this agreement.

**Other.** You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods to be employed for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, should you have any concern(s) with the means and methods used to maintain the equipment or repair it under this agreement, you agree to provide us with written notice of that concern and thirty (30) days to respond in writing or take action to appropriately resolve it.

In the event of the sale, lease or other transfer of the elevator(s) or equipment described herein, or the premises in which they are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the unexpired term of this agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

**Insurance.** You expressly agree to name ThyssenKrupp Elevator Corporation as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator and/or our employees. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

**Items not covered.** We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoist way door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, communication devices, security systems not installed by us, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this agreement.

**Other conditions.** With the passage of time, equipment technology and designs will change. We will not be required to make any changes or recommendations in the existing design or function of the unit(s). We shall not be obligated to service, make renewals or repairs upon the equipment by reason of obsolescence, misuse of the equipment, another's negligence, loss of power, blown fuse(s), tripped stop switch(es), theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls, acts of civil or military authorities, strikes, lockouts, acts of God, or any other reason or cause beyond our control and you expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. In the event any component of the elevator becomes obsolete or outmoded, or is no longer manufactured by the original manufacturer, it shall be your obligation to replace the obsolete or outmoded component at your expense. We will not be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, any governmental agency or authority, or any third party.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been made. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this contract and should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement.



# Gold Maintenance Agreement

ThyssenKrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control, and in no event shall ThyssenKrupp Elevator be liable for any consequential, special, or indirect damages. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement.

In no event shall ThyssenKrupp Elevator Corporation's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

**Price.** The price for the services as stated in this agreement shall be **Five hundred eighty-six dollars (\$ 586.00) per month, excluding taxes, payable tri-annually in advance.**

7,032

**Term.** This agreement is effective for five (5) years starting March 03, 2009 and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive five (5) year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial five (5) years period, or ninety (90) days before the end of any subsequent five (5) year renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

**Annual Price Adjustments.** Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

**Early Payment Discount.** You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

**Overdue Invoices.** A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other, within sixty (60) days from the billing date, we may also choose to do one of the following: 1) suspend all service until all amounts due have been paid in full, or 2) declare all sums for the unexpired term of this agreement due immediately and terminate this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service. Time is of the essence.

**Acceptance.** Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.



**Gold Maintenance Agreement**

<p>ThyssenKrupp Elevator Corporation:</p> <p>By: <u><i>[Signature]</i></u>          (Signature of ThyssenKrupp Elevator Representative)</p> <p><u>Phillio Moore</u>  <u>Sales Rep.</u>  <u>(601)922-9400Ext 13</u></p> <p><u>February 18, 2009</u>          (Date Submitted)</p>	<p>Madison County</p> <p>By: <u><i>[Signature]</i></u>          (Signature of Authorized Individual)</p> <p><u>Paul Griffin</u>          (Print or Type Name)</p> <p><u>President</u>          (Print or Type Title)</p> <p><u>4/16/09</u>          (Date of Approval)</p>	<p>ThyssenKrupp Elevator Corporation Approval:</p> <p>By: <u><i>[Signature]</i></u>          (Signature of Authorized Individual)</p> <p><u>Stanley S. House</u>          (Print or Type Name)</p> <p><u>Branch Mgr.</u>          (Print or Type Title)</p> <p><u>4/16/09</u>          (Date of Approval)</p>
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## Gold Maintenance Agreement

### *Special Considerations*

#### **SoundNet®**

Through its SoundNet communication center, ThyssenKrupp Elevator will provide 24-hour telephone monitoring on all elevator(s) maintained under the monitoring agreement, provided such elevators are equipped with operational telephone equipment capable of placing a call to SoundNet's call center. SoundNet will receive incoming emergency telephone calls from the elevator(s) and forward same to Purchaser's designated emergency contacts. It shall be the responsibility of Purchaser to submit an executed Contact Data Sheet (attached as Exhibit 1 hereto) to enable this service, and to advise ThyssenKrupp Elevator immediately in writing of any changes to the emergency contacts during the term of service. Purchaser understands that no revision to emergency contacts will be made without ThyssenKrupp Elevator first receiving such request in writing.

SoundNet service does not include maintenance service for Customer's telephone equipment. Customer retains possession and control of its telephone equipment and is responsible for ensuring uninterrupted operation of the telephones so that they are capable of placing a call to SoundNet's call center. SoundNet service cannot be provided without a telephone located within the elevator(s) described in this agreement that has the calling capability described above.

ThyssenKrupp Elevator shall not be held responsible or liable for any claim, injury, delay, death or detention of loss of life, or loss of property resulting from telephone equipment failure, false alarms or interruption of telephone service. We do not assume any duty or responsibility to advise any caller to take or not take any specific action resulting from an emergency, perceived emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

If SoundNet is unable to reach Customer's designated emergency contacts, a service mechanic may be dispatched to the site at Purchaser's expense in accordance with ThyssenKrupp Elevator's applicable billing rates. Purchaser agrees that it is within the reasonable discretion of SoundNet service operators to dispatch a mechanic or contact emergency personnel if Customer's designated emergency contacts are unavailable. Customer agrees to pay all charges for services provided by any person, organization or municipality contacted as a result of any emergency or perceived emergency call.

#### **VISTA®**

To enable remote monitoring service, customer agrees to provide ThyssenKrupp Elevator with one accessible phone line per elevator so that data can be transmitted to ThyssenKrupp Elevator's monitoring facility. ThyssenKrupp Elevator will provide a toll-free number for this purpose.

Purchaser authorizes us to install and maintain ThyssenKrupp Elevator's remote monitoring equipment on purchaser's equipment. Purchaser understands that all remote monitoring equipment, both hardware and software, installed by us on purchaser's equipment remains the property of ThyssenKrupp Elevator. If the service agreement between ThyssenKrupp Elevator and customer is terminated for any reason, you authorize and will allow us access to your premises to remove our remote monitoring equipment.

The monitoring equipment installed by ThyssenKrupp Elevator contains trade secrets belonging to us, and is installed for the use and benefit of our personnel only. You agree not to permit your personnel or any third parties to use, access, examine, copy, disclose or disassemble the remote monitoring equipment while it is located on your premises.



**Gold Maintenance Agreement**

**Exhibit 1 - Contact Data Sheet**

Complete Building Information

This contact data is for the building located at:	Madison County Office Complex
	146 West Center Street
	Canton, MS 39046

Complete Billing Information

Company Bill To Name:	MADISON COUNTY BOARD OF SUPERVISORS
Billing Address:	20 Box 608
City, State, Zip:	CANTON, MS. 39046
Attn Line:	BARRY PARKER

INTERNAL USE ONLY

Elevator:	
Branch:	
Service:	
Contract:	

Total No of Elevators in Building:

Elevator #	Elevator Telephone Number including Area Code
1	601-855-5691

Elevator #	Elevator Telephone Number including Area Code
2	601-855-5692

In the event of an emergency, or perceived emergency, one or more of the following are to be primary Purchaser contacts:

	Contact Name	Title	Primary Telephone #	Secondary Telephone #
1.	BARRY PARKER	BUILDINGS & GROUNDS SUPERINTENDANT	601-826-9011	601-855-5523
2.				
3.				
4.				

If unable to reach anyone at the above listed numbers, SoundNet has the express permission of Purchaser to contact the elevator service company listed below.

Elevator service company: ThyssenKrupp Elevator Phone Number: (800)489-8918

In the event of an Emergency or perceived emergency, SoundNet has the express permission to contact one or more of the following (911 is not sufficient, local phone numbers are required):

SHERIFF'S  
 Police Department: (601) 859 - 2345  
 Fire Department: (601) 859 - 3112

Special instructions/remarks:

It is the responsibility of Purchaser to immediately advise SoundNet in writing of any changes to the contacts or numbers listed on this Contact Data Sheet. Purchaser agrees to pay all charges for services incurred by any person, organization or municipality as a result of any emergency or perceived emergency call. It is also expressly understood that SoundNet does not have and does not assume any duty or responsibility for any person or entity that fails to respond to any emergency or perceived emergency situation.

ThyssenKrupp Elevator Corporation: By: <u>Phillip Moore</u> (Signature of ThyssenKrupp Elevator Representative)  Phillip Moore Sales Rep. (601)922-9400 Ext 13  February 18, 2009 (Date Submitted)	Madison County By: <u>Paul Griffin</u> (Signature of Authorized Individual)  Paul Griffin (Print or Type Name) Board President (Print or Type Title)  4/6/09 (Date of Approval)	ThyssenKrupp Elevator Corporation Approval: By: <u>Stanley House</u> (Signature of Authorized Individual)  Stanley House (Print or Type Name) Branch Mgr (Print or Type Title)  4/16/09 (Date of Approval)
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# Gold Maintenance Agreement

TK-16-0115

**Purchaser:** Madison County  
P. O. Box 608  
Canton, MS 39046  
Hereinafter referred to as "Purchaser", "you", and "your".

**Location:** Madison County South Annex  
171 Cobblestone Drive  
Madison, MS 39110-9197

**By:** ThyssenKrupp Elevator Corporation  
5267 Greenway Drive  
Jackson, MS 39204  
Telephone: (601)922-9400Ext 13, (601)842-7918  
Fax: (866)251-6528  
E-Mail: phillip.moore@thyssenkrupp.com  
Internet: www.thyssenkruppelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

**APPROVED**  
BY MADISON COUNTY  
BOARD OF SUPERVISORS  
Date 2/3/14  
Cynthia Parker, Chancery Clerk  
By C Parker *cc* *dc*

## GOLD MAINTENANCE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

### *Equipment To Be Maintained*

Building Name	Unit Quantity	Manufacturer	Type of Unit	Application of Unit	Unit ID or Serial #
Madison County South Annex	1	Motion Control	Hydraulic	Passenger	3071618

**ThyssenKrupp Elevator**  
Americas Business Unit



**ThyssenKrupp**



# Gold Maintenance Agreement

## Preventative Maintenance Program

We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
  - Control and landing positioning systems
  - Signal fixtures
  - Machines, drives, motors, governors, sheaves, and wire ropes
  - Power units, pumps, valves, and jacks
  - Car and hoistway door operating devices and door protection equipment
  - Loadweighers, car frames and platforms, and counterweights
  - Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

## Full Coverage Parts Repair and Replacement

ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

## Maintenance Control Program

ThyssenKrupp Elevator performs service in accordance with our written Maintenance Control Program. This program meets or exceeds any and all requirements of ASME A 17.1-2007 Code, Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all work performed on the equipment and is provided with each controller. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

## Quality Assurance

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

## Service Requests during Normal Working Days and Hours

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, passengers through the elevator's communication device and/or from VISTA Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

## Overtime Service Requests

On all overtime service requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard overtime billing rates. Overtime service requests are performed before or after normal business working days and hours.

VIEW® (Check box if included)

VIEW is ThyssenKrupp Elevator's customer oriented, online service activity reporting system. VIEW allows building owners and managers to monitor our maintenance and service call activity. VIEW can be accessed via the Internet any time, day or night. You can "VIEW" service tickets associated with a single elevator serviced under this agreement, for all the elevators at the location serviced under this agreement, or across an entire portfolio of elevator equipment that is serviced by ThyssenKrupp Elevator.



# Gold Maintenance Agreement

**VISTA®** (Check box if included)

VISTA Remote Monitoring is ThyssenKrupp Elevator's exclusive service for monitoring the status and performance of your elevator(s). VISTA monitors compatible equipment 24 hours per day, 7 days per week, and 365 days per year. Constantly monitoring performance data on your equipment provides ThyssenKrupp Elevator the ability to respond to operational irregularities quickly and more efficiently. With VISTA, we can often dispatch a service technician to your location before any interruption in elevator service occurs. Service visits based on VISTA data will be made during normal business hours on normal business days.

**SoundNet®** (Check box if included)

SoundNet is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. SoundNet maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners.

**Periodic Safety Testing** (Check box if included)

ThyssenKrupp Elevator will test your equipment in accordance with those annual periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those annual periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special considerations regarding Periodic Safety Testing are set forth below.

**Product Information.** You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

**Safety.** You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

**Other.** You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

**Insurance.** You expressly agree to name ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.



# Gold Maintenance Agreement

**Items Not Covered.** We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

**Other Conditions.** With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightning, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

**Price.** The price for the services as stated in this agreement shall be ~~Two Hundred Seventy-Two dollars (\$ 272.00)~~ per month, excluding taxes, payable quarterly in advance.

**\$290.53**

**Term.** This agreement is effective for five (5) years starting January 15, 2014 and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive five (5) year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days but not more than 120 days before the end of the initial five (5) year period, or at least ninety (90) days but not more than 120 days before the end of any subsequent five (5) year renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

**Annual Price Adjustments.** Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

**Early Payment Discount.** You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.



# Gold Maintenance Agreement

**Overdue Invoices.** A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related to the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

**Acceptance.** Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	Madison County	ThyssenKrupp Elevator Corporation Approval:
<p>By: <u><i>Phillip Moore</i></u>            (Signature of ThyssenKrupp Elevator Representative)</p> <p><u>Phillip Moore</u>  <u>Sales Rep.</u>  <u>(601)922-9400Ext 13</u></p> <p><u>January 13, 2014</u>            (Date Submitted)</p>	<p>By: <u><i>Karl M. Banks</i></u>            (Signature of Authorized Individual)</p> <p><u>Karl M. Banks</u>            (Print or Type Name)</p> <p><u>President</u>            (Print or Type Title)</p> <p><u>2/3/14</u>            (Date of Approval)</p>	<p>By: _____            (Signature of Authorized Individual)</p> <p>_____            (Print or Type Name)</p> <p>_____            (Print or Type Title)</p> <p>_____            (Date of Approval)</p>



# MIDSOUTH ELEVATOR MAINTENANCE



## MIDSOUTH ELEVATOR

P.O. Box 16521  
Jackson, MS 39236  
Tel: (601) 353-8283  
Fax: (601) 957-6795  
www.midsouthelevator.com

**To: Madison County Board of Supervisors**

Attn: Hardy Crunk  
P.O. Box 608  
Canton, MS 39046

### **Equipment Location:**

Various Buildings  
Madison County, Mississippi

### **Equipment Description:**

Eight (8) Hydraulic Elevators

**Proposal Number:** MC-48-2016

**Date:** April 24, 20116

We propose to furnish **Midsouth Maintenance** for your vertical transportation equipment as described above. **Midsouth Maintenance** is a customer focused maintenance program designed to provide owners with the following major benefits:

**Cost Savings** through a budgetable program of true preventive maintenance designed specially for your equipment

**Minimized Downtime** through a local inventory of replacement parts and a planned program of frequency based service visits

**Equipment Life Extension** through Midsouth's long-term commitment to our customers and the quality care of their equipment

**Reliability You Can Count On**, time after time, through Midsouth's proven elevator service record for over a decade.

**Customer Responsiveness** through Midsouth's unique focus on flexibility and understanding our customer's special needs.



## **EQUIPMENT COVERAGE**

The entire system, as described below, is included for coverage under this Agreement. This coverage includes the applicable systems described below as well as all sub-assemblies and all sub-components that comprise these described systems:

**Pump Unit**, including tank, fluid, jack packing, exposed piping, motor, pump, and valve system

**Selector**, including motors, cams, switches, bearings, wiring, cable, tape, and driving mechanism

**Controller and Dispatcher**, including wiring, relays, capacitors, timers, resistors, computers, solid state components, circuit boards, rectifiers, transformers, load weighing and transducers

**Hoistway Equipment**, including switches, cams and sheaves

**Car and Counterweight Guide Shoes**, including gibs and rollers

**Car and Counterweight Buffers**, including switches, springs and oil

**Car and Counterweight Guide Rails**

**Car, Shaftway, and Machine Room Wiring**, including travelling cables

**Car and Hall Signal Devices**, including lamps and displays

**Car and Hall Operating Devices**, including buttons, lamps and switches

**Hoistway Door Hardware**, including hangers, interlocks, gibs and closers

**Door Operator System**, including motor, clutches, sheaves, belts, bearings, contacts, cams, gears, car door hangers, and door reversal devices

**All Accessory Equipment** except such items as are hereinafter excluded.

## **BASIC SERVICES**

### **Scheduled Examinations**

We will perform regular, monthly examinations of the equipment. These examinations will also include lubrication, adjustment, and other services as specified within this Agreement.

### **Equipment Repairs or Replacement**

When conditions warrant, due to the wear and tear of normal usage, we will repair or replace the equipment covered by this Agreement.

We shall not be required to make repairs or renewals necessitated because of negligence or misuse of the equipment, vandalism, building compression, power line fluctuations, damage by weather or adverse environmental conditions, work performed by others, or any other cause beyond our control. Replacement of signal lamps will be made during scheduled examinations. We shall not be required to make safety tests not included in this agreement, or install new attachments or devices on the equipment as directed or recommended by others. We shall not be required to make any replacements with components of a different design, or to upgrade or modernize the equipment.



We assume no responsibility for the following items of equipment which are not included in this Agreement: elevator car enclosures, ventilation equipment, car lighting tubes and lamps, finish flooring, mirrors, glass, architectural metals, car and hoistway gates and door panels, hoistway enclosures, swing door closers and hinges, door frames, sills, hoistway brackets and fastenings, electrical feeders and main line disconnects, smoke sensors, fire alarm systems, communications and signaling equipment installed by others, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator lighting and balustrades or make repairs necessitated by failures detected during or due to testing of buried hydraulic cylinders or piping.

#### **Customer Service Technician**

To assure continuity, a Midsouth customer service technician will be assigned to your account. This technician will be trained and qualified to troubleshoot and perform the scheduled routine preventive maintenance functions on your equipment based on a regular and systematic program.

#### **Prompt Emergency Service Response**

Should trouble develop between regularly scheduled examinations, emergency service dispatchers are on duty 24 hours per day. We will promptly dispatch a service technician upon your notification to us of trouble and your request for such service. The cost of emergency service rendered during overtime hours is not included in this Agreement unless noted otherwise under "Special Provisions." You agree to provide us with prompt notification should trouble develop with the equipment. Should a passenger be trapped on an elevator, such a call will be given our highest priority for on-site service upon your notification to us and request for such service.

### **ADDITIONAL SUPPORT SERVICES**

#### **Parts Inventory**

We will maintain, on the job site or in our service vehicles, a supply of commonly used replacement parts, lubricants, and wiping cloths for the performance of routine maintenance and parts replacement. These materials and any enclosures provided for their storage will remain the property of Midsouth Elevator.

#### **Wiring Diagrams**

You are to provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Midsouth Elevator for use in troubleshooting and servicing the equipment.

#### **Replacement Parts Warehousing**

We will also maintain additional parts inventory within our local warehouses. To assure you of prompt service, emergency delivery of non-stocked parts will be available on an expedited express delivery basis.

#### **Engineering Services**

To assure the prompt, efficient correction of special technical problems that may arise with your equipment, Midsouth Elevator will retain a field engineer. They will be specially trained and uniquely qualified to support your Midsouth service technicians whenever necessary.

#### **Technical Library**

To assist our service technicians in the prompt repair of trouble and efficient routine maintenance, Midsouth Elevator will maintain an exclusive in-depth library of technical information. This information includes maintenance, repair, circuitry, parts, and troubleshooting information.

#### **Training**

The Midsouth service personnel assigned to your account will be continually trained and updated on new methods and technology applicable to the maintenance and repair of your equipment. All Midsouth personnel will be specially trained in quality service and responsiveness to customer needs.



### **Field Supervision**

To ensure the quality control and efficient execution of your service program, Midsouth will maintain a full-time staff of supervisory personnel. They will work with you to conveniently schedule the various repairs and routine maintenance functions performed on your equipment. They will also oversee the work performed by our service personnel on a day-to-day basis.

## **ADDITIONAL CUSTOMER SERVICES**

### **Performance Evaluation**

For each unit, we will conduct an initial evaluation of equipment performance characteristics. Following this evaluation, we will perform periodic adjustments, repairs or replacements required to maintain the performance characteristics of the system as determined by the initial evaluation.

### **Equipment Update Report**

To keep you informed of changes in Code requirements, reliability standards, and performance improvements, Midsouth will provide you with periodic reports outlining specific recommendations for your particular equipment.

### **Manpower Availability**

Midsouth will maintain a full-time local staff of service technicians to meet the day-to-day requirements of your service Agreement. To assure you of prompt service in the event of a major equipment outage, Midsouth can also call on the manpower resources of other service locations.

### **Insurance Coverage**

Midsouth Elevator is insured at all locations where it undertakes business operations for the types of insurance and limits of liability as follows:

- **Workers' Liability and Employer's Compensation:** Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
- **Comprehensive Liability:** Up to Three Million Dollars (\$3,000,000.00) general aggregate.

## **SPECIAL PROVISIONS**

### **Non-Performance**

You may by written notice, terminate the Contract if we materially fail to perform any of the substantive obligations under the Contract, and do not cure such failure within ten (10) days after receipt of such written notice specifying in detail such failure.

### **Safety Tests**

We will perform safety tests as noted below. These tests will be performed in accordance with local code requirements in effect at the time of this Agreement. Since these tests expose the equipment to strains well in excess of those experienced during normal operation, Midsouth Elevator will not be responsible for any damage to the equipment or property arising out of the performance of these tests.

- **Annual Pressure Relief Test**  
We will perform an annual pressure relief test on each hydraulic elevator

### **Cleaning of Equipment**

We will periodically clean the machinery and machine room area and maintain them in a presentable condition.



## TERMS AND CONDITIONS

### Payment

This Agreement will be effective on \_\_\_\_\_, and will continue until terminated as provided herein. Either party may terminate this Agreement at the end of the first four-year period. or at the end of any subsequent one-year period by giving the other party Ninety (90) days prior written notice.

**Price: One Thousand Three Hundred Twenty Five and 00/100 Dollars (\$1,325.00) per month, payable monthly, upon receipt of invoice.**

~~Purchaser shall pay, as an addition to the price stated, a sum equal to the amount of any taxes in whatever form the same may now or hereafter be exacted from the seller on account hereof.~~

You agree to pay Midsouth Elevator interest at the rate of one and one-half percent (1½%) per month, or the highest rate then permitted by law, whichever is less, for all amounts not paid within <sup>45</sup> ~~Thirty (30)~~ days from date of receipt of invoice and for all costs, including reasonable attorneys' fees and disbursements, incurred by Midsouth Elevator to collect such overdue amounts.

### Other Terms and Conditions

Midsouth Elevator reserves the right to discontinue this contract at any time by notification in writing should invoices rendered for maintenance or repair of the equipment described under the terms of this Agreement not be paid within <sup>45</sup> ~~thirty (30)~~ days from the date of invoice. <sup>receipt of</sup>

Midsouth Elevator shall not be responsible for any loss, damage or delay due to any cause beyond our reasonable control, including, without limitation, strike or other labor dispute, acts of government, fire, explosion, theft, floods, storms, earthquake, lightning, windstorm, vandalism, malicious mischief, riot, Act of God, act of civil or military authority, negligence of others, misuse of equipment, or alteration, addition, adjustment, repair and/or part replacement by others during this Agreement. You agree that, during the term of this Agreement, you will not permit others to make changes or alterations to the equipment covered by this Agreement. Under no circumstances shall Midsouth Elevator be liable for any indirect, special, or consequential damages. No work, service or liability on the part of Midsouth Elevator, other than that specifically mentioned herein, is included or intended.

It is expressly understood, in consideration of our performance of the services hereunder at the price stated, that nothing in this Agreement shall be construed to mean that Midsouth Elevator assumes any liability on account of accidents to persons or property, except those directly due to the negligent acts or omissions of Midsouth Elevator or its employees, and that your own responsibility for accidents to persons or property while riding on or being in or about the equipment is in no way affected by this Agreement. ~~You and Midsouth Elevator agree to indemnify and hold harmless the other from and against all claims, damages, losses and expenses, including reasonable attorneys' fees, resulting from bodily injury (including death) to any person and damage to any property to the extent caused by the negligent acts or omissions of the other (the indemnifying party). The indemnification obligation under this paragraph shall not be limited in any way by limitation on the amount or type of damages, compensation or benefits payable by or for you or Midsouth Elevator under Worker's Compensation acts, disability benefit acts or other employee benefit acts.~~

You agree to provide a safe workplace for our personnel, and to remove any hazardous materials in accordance with applicable laws and regulations.

It is agreed that we do not assume possession or control of any part of the equipment, that such remains yours solely as the owner, 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.

Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.



It is understood and agreed that this proposal and your acceptance thereof shall constitute, exclusively and entirely, the Agreement for the service herein described; that all other prior representations or Agreements, whether written or verbal, shall be deemed to be merged herein and that no other changes in or additions to this Agreement shall be recognized unless made in writing and signed by both parties, and that this Agreement is not binding upon Midsouth Elevator until approved by one of its authorized representatives.

Respectfully submitted, By \_\_\_\_\_ Date \_\_\_\_\_  
Craig Williams

**Madison County, Mississippi**

**Midsouth Elevator**

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Company/Agent for \_\_\_\_\_