

TERRY SERVICE, INC.

POST OFFICE BOX 1557	♦	RIDGELAND, MS 39158-1557
746 S. RIDGEWOOD ROAD	♦	RIDGELAND, MS 39157
PHONE: (601) 956-9211	♦	MS WATTS: 1-800-898-0116
OFFICE FAX: 957-9340	♦	SERVICE FAX: 956-8898

SUPPORT SERVICES AGREEMENT FOR:

PREVENTATIVE MAINTENANCE /SERVICE AGREEMENT FOR:
MADISON COUNTY OWNED BUILDINGS
CANTON, MS 39046
5 YEAR RENWAL AGREEMENT

1. FIRST PRIORITY ON EMERGENCY SERVICE REQUESTS

Trane's objective is to provide prompt service to all our customers. There are times during peak service seasons when all customer requests for service cannot be met immediately. Under such circumstances, equipment covered by this agreement will be given emergency service attention priority relative to equipment not covered by similar contracts. The cost of emergency service is not included in this proposal.

2. EQUIPMENT INSPECTIONS:

- A. **Frequency of Equipment Inspections:** One (1) in spring, summer and fall.
- B. **Inspection Procedures-** Will be performed according to The manufacturer's recommended procedures.
- C. **Condenser Coil Cleaning-** Will be performed annually on the Spring Inspection.
- D. **Air Filter Services-** Will be replaced quarterly.

3. BUILDINGS COVERED UNDER AGREEMENT:

- 1. 1855 Courthouse – 135 West Center Street
- 2. 1995 Courthouse – 128 West North Street
- 3. Madison County Office Complex – 125 West North Street
- 4. Justice Court Building – Highway 51 South
- 5. Youth Services Building – 317 North Union Street
- 6. Department of Human Services (Welfare) – 867 Martin Luther King
- 7. Madison County Health Department – 3909 Park Drive
- 8. Madison County Road Department – 2961 South Liberty Street
- 9. Fire Station Camden – Camden, MS
- 10. Camden Library – Camden, MS
- 11. Camden Community Center – Camden, MS
- 12. South Madison County Tax Annex, Ridgeland, MS
- 13. Fire Station Farmhaven #2 – 507 Ratliff Ferry Road
- 14. Fire Station South Madison #2 – 520 Stribling Road
- 15. Fires Station Southwest (Old) – Lake Cavalier Road
- 16. Fire Station Southwest (New) – Corner of Coker Road & Lake Cavalier Road
- 17. Valley View – 1273 Stump Bridge Road

- 18. Gluckstadt Fire (New) – Corner of Yandell Road & Cedar Grove Lane
- 19. Citizen Service Buildings
- 20. Emergency Management Services (EMS)

- 4. **ADDITIONAL SERVICES:** The services that are listed below are maintenance requirements that are offered above and beyond the normal inspection Procedures.
 On demand engineering inspections and consultation.
- 5. **REPAIR SERVICE:** Available 24 hours a day seven days a week including holidays over and above this service agreement per the attached Terms and Conditions.
- 6. **TERMS AND CONDITIONS:** Attached at end of this Service Agreement Proposal.
- 7. **RENEWAL:** This Agreement can be automatically renewed at the end of the term and is subject to price adjustment in accordance with paragraph below unless either party gives the other written notice to the contrary at least thirty (30) days prior to the end of the contract year. Neither party shall be liable in any manner to the other on account of such termination. This quotation is subject to acceptance within thirty days from date of Agreement. Pricing is then subject to review. Any increase/decrease in pricing of the signed Agreement must be submitted forty-five (45) days prior to Agreement's renewal date.
- 8. **AGREEMENT PRICING, TERM, AND ACCEPTANCE:**

The price for this Support Services Agreement Proposal is \$54,900.00 per year and is payable in the amount of \$4,575.00 per month, plus any applicable tax, net thirty days.

Five (5) year fixed price agreement, labor rates (2) year fixed price agreement
Submitted by : Billy S. Boykin
Title: Existing Building Sales
Date: 10/1/2019

This agreement shall automatically renew on the anniversary date each year unless amended or cancelled in writing 30 days prior to the anniversary date by either an authorized county representative or an authorized representative of Terry Service Agency.

TERRY SERVICE AGENCY APPROVAL:

Signature: _____

Title: _____

Date: _____

CUSTOMER ACCEPTANCE:

Signature: _____

Title: _____

Date: _____

CONTRACT EFFECTIVE: 10-1-19

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GENERAL TERMS AND CONDITIONS

CUSTOMER OBLIGATIONS:

- A. Operate the equipment in accordance with manufacturer's recommended instructions.
- B. Promptly notify Terry Service Agency of any unusual operating conditions.
- C. Pay for any services and materials not specifically included in this contract.
- D. Allow Terry Service Agency, to perform any and all approved repairs to equipment listed on Agreement on a fixed price contract or time and materials basis.

SUPPLEMENTAL CONDITIONS AND CLARIFICATIONS:

- A. This agreement includes only the labor and material needed to perform the inspection procedures and/or additional services as described in Service Agreement Proposal.
- B. This agreement does not include refrigerant, repair parts, repair labor or emergency service calls unless specifically noted in Service Agreement Proposal.
- C. Deficiencies and needed repairs may be discovered upon inspection. Upon discovery, any such condition will be brought to the Customer's attention and an estimate will be furnished for the cost of correcting the problem.
- D. Additional repair work will not be performed unless approved verbally or in writing by the Customer or his authorized representative.
- E. Applicable taxes are not included in Service Agreement Proposal pricing.
- F. Refrigerant Recovery/Recycle/Reclaim and oil disposal procedures are now required by law and will be followed by Terry Service Personnel.

LABOR RATES AND PAYMENT TERMS:

- A. Normal working hours: 8:00 AM to 5:00 PM, Monday through Friday
- B. Overtime working hours: 5:01 PM to 7:59 AM, Monday through Friday and Weekends and Holidays.
- C. There will be a one (1) hour minimum on regular time and overtime service calls during week and a two (2) hour minimum on weekend and holidays.

D. Service calls not covered under Service Agreement Proposal will be billed at current rates. Time starts and stops at our facility. Currently our rates are as follows:

Equipment Repair Mechanic Rate:	\$105.00 per hour
Overtime Mechanic Rate	\$157.50 per hour
Equipment Repair Helper Rate	\$75.00 per hour
Overtime Equipment Repair Helper Rate	\$112.50 per hour
Energy Management Service Rate:	\$110.00 per hour
Truck Charge	\$35.00 per billable service call
Per Diem and Overnight Expense:	N/A
Mileage Charge:	N A

E. Payment of each invoice will be made by Customer within thirty (30) days from its date and will not be delayed due to insurance claims or other settlements.

WARRANTIES AND LIABILITIES:

- A. Terry Service Agency warrants for a period of one year that all replacement parts furnished by it under this work order are free from defects in workmanship and material.
- B. The obligations and liabilities of Terry Service Agency, under this warranty are limited to replacement parts not conforming to this warranty which have been returned freight prepaid to Terry Service Agency furnished F.O.B. shipping point, or freight collect to buyer's city.
- C. No liability whatever shall attach to Terry Service Agency, until said parts have been paid for by the Customer. Then liability is limited to the purchase price.
- D. Labor is warranted for ninety (90) days unless otherwise noted in repair proposals.
- E. Any further warranty must be in writing, signed by an officer of Terry Service Agency.
- F. In no event shall Terry Service Agency, be obligated to pay for the cost of lost refrigerant due to mechanical breakdown of equipment, leaks, or improper use of equipment.
- G. The warranty and liability set forth herein are in lieu of all other warranties and liabilities whether in contract or in negligence, express or implied, in law or in fact, including implied warranties of merchant-ability and fitness for particular use.
- H. In no event shall Terry Service Agency, be liable for any incidental or consequential damages.