

MIDSOUTH ELEVATOR MAINTENANCE



MIDSOUTH ELEVATOR

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To: Madison County Board of Supervisors
Attn: Hardy Crunk
P.O. Box 608
Canton, MS 39046

Proposal Number: MC-48-2020

Date: June 11, 2020

Equipment Location:
Various Buildings
Madison County, Mississippi

Equipment Description:
Eight (8) Hydraulic Elevators

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

Holstway 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

Holstway 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 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 June 1, 2020, 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 Thirty (30) days from date 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 thirty (30) days from the date of invoice.

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 Stephanie Williams

Title _____

Title Manager

Date _____

Date 06/11/20

Company/Agent for _____

MADISON COUNTY BOARD OF SUPERVISORS

**ELEVATOR MAINTENANCE AND SERVICE CONTRACT
MIDSOUTH ELEVATOR**

ITEMIZED HOURLY RATES:

SERVICE EMPLOYEE REGULAR TIME RATE

**\$200.00 PER HOUR FOR MECHANIC
\$300.00 PER HOUR FOR REPAIR TEAM**


SERVICE EMPLOYEE OVERTIME RATE

**\$300.00 PER HOUR FOR MECHANIC
\$500.00 PER HOUR FOR REPAIR TEAM**

Madison County Board of Supervisors

Midsouth Elevator

Date



Representative Date