

**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 Trane Company's Factory 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. Camden Fire Department- Camden, MS
- 10. Camden Library – Camden, MS
- 11. Camden Community center – Camden, MS
- 12. Flora Library – Flora, MS
- 13. South Madison County Tax Annex, Madison, MS - (new location)
- 14. Citizens Services - (Across from John Deere)
- 15. Citizens Services - (Old Axtell)
- 16. Community Center – (Flora)

**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 \$ 36,615.00 per year and is payable in the amount of \$ 3,051.25 per month, plus any applicable tax, net thirty days.

Five (5) year fixed price agreement  
Submitted by : Billy S. Boykin  
Title: Existing Building Sales  
Date: 11/1/14

The entire term of this agreement shall be 5 years from the date of the contract and there shall be no automatic renewal after the 5<sup>th</sup> year. Within the 5 year term, 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 Trane Service Agency.

**TERRY-TRANE SERVICE AGENCY APPROVAL:**

Signature: \_\_\_\_\_

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

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

**CUSTOMER ACCEPTANCE:**

Signature: \_\_\_\_\_

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

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

**CONTRACT EFFECTIVE: 11-1-14**

# TERRY-TRANE SERVICE AGENCY, INC.

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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

## GENERAL TERMS AND CONDITIONS

### CUSTOMER OBLIGATIONS:

- A. Operate the equipment in accordance with manufacturer's recommended instructions.
- B. Promptly notify Terry-Trane Service Agency of any unusual operating conditions.
- C. Pay for any services and materials not specifically included in this contract.
- D. Allow Terry-Trane 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-Trane 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:	\$ 90.00 per hour
Overtime Mechanic Rate	\$135.00 per hour
Energy Management Service Rate:	\$110.00 per hour
Truck Charge	\$50.00 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-Trane 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-Trane Service Agency, under this warranty are limited to replacement parts not conforming to this warranty which have been returned freight prepaid to Terry-Trane Service Agency furnished F.O.B. shipping point, or freight collect to buyer's city.
- C. No liability whatever shall attach to Terry-Trane 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-Trane Service Agency.
- F. In no event shall Terry-Trane 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-Trane Service Agency, be liable for any incidental or consequential damages.

**SUPPORT SERVICES AGREEMENT FOR:**

**PREVENTATIVE MAINTENANCE /SERVICE AGREEMENT FOR:  
OLD MADISON COUNTY JAIL & SHERIFF'S ADMINISTRATIVE OFFICES  
5 YEAR RENEWAL 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 Trane Company's Factory 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. Old Jail Building
- 2. Sheriff's Administration Office
- 3. New Jail Complex (Pods)

**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 **\$ 13,104.00** per year and is payable in the amount of **\$ 1,092.00 per month**, plus any applicable tax, net thirty days.

**Five (5) year fixed price agreement**

Submitted by: Billy S. Boykin  
Title: Existing Building Sales  
Date: 11/1/14

The entire term of this agreement shall be 5 years from the date of the contract and there shall be no automatic renewal after the 5<sup>th</sup> year. Within the 5 year term, 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 Trane Service Agency.

**TERRY-TRANE SERVICE AGENCY APPROVAL:**

Signature: \_\_\_\_\_

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

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

**CUSTOMER ACCEPTANCE:**

Signature: \_\_\_\_\_

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

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

**CONTRACT EFFECTIVE DATE: 11-1-14**

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- C. Pay for any services and materials not specifically included in this contract.
- D. Allow Terry-Trane 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.
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Truck Charge	\$50.00 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.

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- B. The obligations and liabilities of Terry-Trane Service Agency, under this warranty are limited to replacement parts not conforming to this warranty which have been returned freight prepaid to Terry-Trane Service Agency furnished F.O.B. shipping point, or freight collect to buyer's city.
- C. No liability whatever shall attach to Terry-Trane 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-Trane Service Agency.
- F. In no event shall Terry-Trane 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 set forth herein are in lieu of all other warranties 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-Trane Service Agency, be liable for any incidental or consequential damages.



## ATTACHMENT "A"

### PREVENTATIVE MAINTENANCE PERFORMANCE AS BELOW:

- A. Monitor from our office computerized Trane Tracer controls system the building HVAC operation to provide the most efficient service. This monitoring shall be provided at no charge to customer to quickly notify of any equipment malfunction or alarm situation.
- B. Check with building manager for any symptoms of equipment malfunction, or controls deficiencies that has been experienced.
- C. Check water chiller operation and it's on board system diagnostics for any potential problems and report or repair as authorized.
- D. Check condensing unit refrigerant charge and oil levels, if low, leak test unit and give report.
- E. Check condenser coils and clean annually where applicable.
- F. Check and tighten electrical connections.
- G. Check all Trane Tracer computerized building zone V.A.V. controls and reset or recalibrate as required to maintain satisfactory space temperature and equipment operation.
- H. Lubricate air handling unit bearings per manufacturer's recommendation.
- I. Adjust tension of belts if necessary, and change when required, annually.
- J. Check chiller starter contact points if applicable.
- K. Check chilled water pump seals and bearings.
- L. Check hot water pump seals and bearings.
- M. Check and correct solenoid and expansion valve action for correct operation of systems.
- N. Take readings of temperature drop across cooling coils. Advise if not acceptable.
- O. Check all outside air dampers for proper position and operation, adjusting as required for summer or winter months.
- P. Check proper operating temperature, pressures, and amperages, of each piece of equipment.
- Q. Provide and change unit air filters every 90 days.
- R. Check operation of variable frequency drives where applicable.
- S. Inspect and test hot water boiler and heating systems each fall.
  - Check, test and calibrate boiler operating controls
  - Check and clean boiler burners
  - Check flue vents
  - Test fire boiler and check shut down sequence
- T. On each building with gas fired furnaces and DX split systems, fall inspection includes:
  - Furnaces shall be test fired and shut down sequence.
  - Heat exchangers checked for cracks
  - Burners cleaned and inspected
  - Operating controls and limits checked
  - .Furnace belts changed once annually
- U. Spring and summer split system DX inspections are for air conditioning
  - Check and calibrate thermostats when required
  - Check and clean condensate drains where necessary
  - Tighten belts on fans.
  - Check bearings on fans and motors and lubricate where applicable
  - Clean condenser coils and check refrigerant charge