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**Board of Commissioners  
 Agenda Item Transmittal Form  
 Procurement/Contract Transmittal Form**

**Type of contract:** 1 year  Multi-year  Single Event  Purchasing Use Only Contract #:

<input type="checkbox"/> <b>Submission Information</b>	<input type="checkbox"/> <b>Vendor Information</b>
<b>Contact Name:</b> Sue Sanders x7223 <b>Department:</b> Recreation & Maintenance <b>Project Title:</b> Monthly Elevator Inspections <b>Funding Account Number:</b> 1566 <b>Contract amount:</b> \$989 per month <b>Contract Type:</b> Goods ( ) Services (X) Labor ( ) <b>Contract Action:</b> New (X) Renewal ( ) Change Order ( ) <b>Original Contract Number:</b>	<b>Vendor Name:</b> Premier Elevator Company <b>Address:</b> 230 Andrew Drive <b>Address:</b> Stockbridge, GA 30281 <b>Email:</b> mpreid999@gmail.com <b>Phone #:</b> 770-389-4951 <b>Contact:</b> Mike Reid <b>Term of contract:</b> 1 year

<b>Finance Director Signature</b> I have reviewed the attached contract, and the amount is approved for processing. Signature: <i>J. Milke</i> Date: <i>1.29.19</i>	<b>Procurement Officer Signature</b> I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County. Signature: <i>Jen Malone</i> Date: <i>1-8-19</i> <i>Requisition provided.</i>
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**Summary:**

Recreation and Maintenance manages 4 elevators and 2 handicapped lifts which require monthly inspections per code. RCSO also has 2 elevators which require monthly inspections. Premier is the county's current contractor for this service and is also lower than the state contract holder. We recommend approval of this contract for monthly inspections for all 8 items.

*Sue Sanders*  
 Department Head/Elected Official Signature: \_\_\_\_\_ Date: *1/2/2019*

**PREMIER Elevator Company** P 770-389-4951 F 770-389-1586

**PREVENTATIVE MAINTENANCE AGREEMENT WITH FULL COVERAGE**

**TO: Rockdale County  
922 Court Street NE  
Conyers, Georgia 30012**

**Proposal: 18-R12992  
Date: November 13, 2018**

Premier Elevator Company Proposes to furnish **FULL MAINTENANCE SERVICE** as set forth in the paragraphs herein below, on the following described elevators in your buildings located at the locations below:

**Three Hydraulic Passenger Elevators – Courthouse  
One Hydraulic Passenger Elevator – Administration Building  
One Vertical Platform Lift – Auditorium  
One Vertical Platform Lift – JP Carr  
Two Hydraulic Passenger Elevators – Jail/Sheriff**

**Premier Elevator Company will:** regularly and systematically examine, adjust, clean, lubricate and repair or replace as conditions warrant meeting and or exceeding the manufacturer's standards. Our full maintenance agreement includes the following:

Machines, worms, gears, external gearing, thrust bearing, brake, brake pulleys, coils, linings, and component parts; Pump, valves, packing, & hydraulic fluids; Motors, motor windings, rotating elements, brushes, pumps, fluids, packing, and bearings; Controllers, circuit boards, relays, contacts, coils, resistance tubes, transformers, rectifiers, for operating and motor circuits, door rollers, bearings, gibs operator bushings, belts for the door equipment; Car and hall push buttons, light bulbs and registration indicators. To renew guide shoe gibs, or rollers when in our judgment it is necessary to insure smooth, quiet operation, except where roller guides are used to keep guide rails properly lubricated. To renew all wire ropes as often as in our judgment is necessary to maintain an adequate factor of safety, and repair or replace conductor cables.

We will examine periodically all safety devices. We will provide annual no load and a 5-year full load safety test for traction elevators. If hydraulic equipment, perform annual pressure relief test.

The following items are not included in this contract: repairing or replacement of: car enclosure, platform, car floor, floor covering, hoistway and motor room enclosure including lighting, hoistway door panels, frames, sills, pits, disconnect switches, and all electrical before it, car lighting, fan, heat and smoke detectors, special key switches or security systems, emergency power back devices and buried piping or jack cylinders.

All proprietary equipment under this agreement will be considered extra, any parts and or diagnostic tools that are not available to Premier Elevator, will need to be obtained from the original equipment manufacturer and purchased by the building owner.

Under this contract we will maintain the entire elevator equipment as hereafter described on the terms and conditions subsequently set forth. We will use trained technicians directly employed and supervised by us. They will be qualified to keep your equipment properly adjusted, and they will use all reasonable care to maintain the equipment in proper and safe operating condition.

The items listed below show considerable wear and will have to be replaced in the near future. To provide you with the maximum 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 the contract, any extra at our regular billing rates, at the time the items are first replaced or repaired.

N/A

You will provide a weather proof and adequately ventilated machine room with an average temperature below 90 degrees F with sufficient light for working. Also, all access to the motor room including stairs, ladder, doors and handrails will be kept secure, and in good condition by you.

It is the owner's responsibility to provide current wiring diagrams for the elevator equipment which show any field changes made to the equipment.

Regular time callback service is included in this contract. If overtime callback service is required, and not included in the base contract, we will bill you at our overtime rates for the service. Should extensive work be required, this work will be done on regular time unless otherwise agreed to.

If overtime callbacks are to be included in the base contract, we will add \$316.00 per month to the base contract price.

**OVERTIME CALLBACKS ACCEPTED** \_\_\_\_\_

# PREMIER Elevator Company P 770-389-4951 F 770-389-1586

Overtime preventative maintenance or repairs are not included in this contract. However, should you request this overtime service; we will provide this and bill you at our regular billing rates for the work.

Premier Elevator Company assumes no responsibility for defects in material and workmanship from the original equipment installation.

It is agreed that we do not assume possession or control of your elevator equipment, such remains yours solely as the owner, lessee or agent of the owner or lessee, and that you are solely responsible for all the requirements imposed by any federal, state or local law, ordinance, regulation or code. We shall not be required to install new attachments, make replacements with parts of a different design, make reports of any kind to insurance companies or governmental bodies, improve or modernize the equipment, design or operation from its existing condition at the signing of this agreement. We assume no other responsibility for the equipment other than the specific work we perform under this agreement. This contract constitutes the entire agreement for the services described and all other representations, whether written or verbal merged herein as stated in this contract.

Premier Elevator shall not be held responsible or liable for any loss, damage, injury, delay, or detention of any persons or property caused by acts of government, civil or military authorities, war civil commotion, theft, vandalism, malicious mischief, labor troubles, strikes, loss of equipment in transit, explosion, fire, power failure, storms, lightning, water damage, natural or public catastrophes, acts of God, or by any other cause, which is unavoidable or beyond reasonable control, and in any event we shall not be responsible for consequential damages. It is agreed that in consideration for services of the services enumerated herein that nothing in this agreement or from this service shall be construed to mean that the Premier Elevator or its representatives assume any liability of any kind whatsoever on account of accidents, injuries, delays or detention to persons or property. The owner therefore remains directly responsible for the elevator equipment and those passengers or property riding on or being around the associated areas. The owner will indemnify and hold harmless the contractor and its director, officers, and employees, from any and all claims, demands, judgments, awards, and other liabilities including any legal cost associated with such accidents or claims. Premier Elevator will be responsible for its own direct acts or omissions.

The price set forth in this contract shall be adjusted by mutual agreement depending on any change in the cost of labor. Each adjustment shall be made as follows: The contract price shall automatically be increased or decreased by the percentage of increase or decrease in the straight time hourly rate and fringe paid to the elevator constructors in the nearest IUEC local. This adjustment shall be made with reference to the rate paid when this contract was executed as the base year.

Billing is monthly, in advance, and due when received. Interest shall be charged at our option, at the highest legal rate for all unpaid invoices. This shall not be interpreted as allowing a late payment. In addition, you shall pay any additional amount levied or charged by any taxes imposed by any governmental agencies for services provided both direct and indirect.

If payments become overdue 30 days or more, it is our sole option to suspend all service or cancel this agreement by written notification. In stated requiring notice prior to filing liens, your acceptance of this agreement is also notification of our right to file a lien should our payment lapse.

You agree to notify us in writing of any changes in ownership, lessor, lessee or management of the premises at least 30 days prior to such change. Should you fail to do so, you will remain responsible for payment for the full term of this agreement, as well as for any and all future charges or liability incurred by us, unless this contract is assigned to the new party and agreed to by us.

This service will commence on \_\_\_\_\_, 2018 and will continue until terminated as provided herein. Either party may terminate this agreement at the end of the first three years by giving the other party ninety (90) days prior written notice. Premier Elevator holds the right to cancel this contract by giving 90 days' notice of our intention to do so. This contract may be terminated prior to the stated term, with 90 days' written notice, if the equipment is modernized or replaced, or the building changes its ownership.

The price for service as herein stated shall be \$989.00 per month, payable monthly in advance.

Unless signed, dated and returned within 20 days, we reserve the right to withdraw our proposal. Premier Elevator Services Corporation and Premier Elevator Company Inc. are affiliates doing business as Premier Elevator Company. This proposal when accepted by you and approved by our authorized representative shall constitute the contract between us, all prior representation or agreements not incorporated in writing herein are superseded.

Date: \_\_\_\_\_ 2018<sup>9</sup> \_\_\_\_\_  
Building name: \_\_\_\_\_  
Company name: Rockdale County, Georgia  
Address: 962 Milstead Ave, Conyers, GA 30012  
\_\_\_\_\_  
\_\_\_\_\_, Chairman  
Respectfully submitted  
Presentation  
Michael P. Reid  
Confirmation / Acceptance  
Approved as to form

ATTEST:

Authorized Signature / Title

Jennifer O. Rutledge, County Clerk

M. Qader A. Balg, County Attorney