



# Christian County Commission

100 West Church St, Room 100  
Ozark, MO 65721

<http://ChristianCountyMO.iqm2.com>

October Term

~ Minutes ~

Monday, November 23, 2015

8:50 AM

The Christian County Courthouse

## I. Convene

The meeting was called to order at 8:57 AM by Presiding Commissioner Ray Weter

### A. Roll Call

Attendee Name	Title	Status	Arrived
Ray Weter	Presiding Commissioner	Present	8:50 AM
Bill Barnett	Western Commissioner	Absent	
Sue Ann Childers	Eastern Commissioner	Present	8:50 AM
Nikki Thiessen	Assistant	Present	8:50 AM
Cheryl Mitchell	Assistant	Present	8:50 AM
Ashley Hannah	Secretary	Present	9:30 AM

## II. Agenda

### **Motion/Vote - 8:50 AM Christian County Commission**

Discussion - Approve Agenda

The meeting was attended by Commission Secretary Cheryl Mitchell, Assistant Nikki Thiessen, and Jenny Reeves.

Presiding Commissioner Ray Weter entertained a motion to approve the agenda.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Sue Ann Childers, Eastern Commissioner
<b>SECONDER:</b>	Ray Weter, Presiding Commissioner
<b>AYES:</b>	Ray Weter, Sue Ann Childers
<b>ABSENT:</b>	Bill Barnett

### **Motion/Vote - 8:55 AM Kay Brown-County Clerk**

Minutes & Financials Approval - Approve Minutes & Financials

The meeting was attended by Commission Secretary Cheryl Mitchell, Assistant Nikki Thiessen, and Jenny Reeves.

No minutes to approve.

Financials: Certified Court Order 11-23-2015-1, November 2015 Cart Funds reviewed in the amount of \$118,022.48.

Presiding Commissioner Ray Weter entertained a motion to approve the financials for November 23, 2015.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Sue Ann Childers, Eastern Commissioner
<b>SECONDER:</b>	Ray Weter, Presiding Commissioner
<b>AYES:</b>	Ray Weter, Sue Ann Childers
<b>ABSENT:</b>	Bill Barnett

**Motion/Vote - Christian County Commission**

Bid Opening - 4.2613 : Bid Opening-Elevator Services

The meeting was attended by Commission Secretary Cheryl Mitchell, Assistant Nikki Thiessen, Jenny Reeves, and Judy Dollarhite

Two bids for Elevator Services were submitted. Schindler Elevator Corporation, 1802 Jasper Street, North Kansas City, Mo., and ThyssenKrupp Elevators, 5247 N 23rd St, Ozark, Mo.

The bid from Schindler Elevator Corporation as prepared by Peter Garabedian was reviewed.

The bid from ThyssenKrupp Elevators was reviewed.

Commission will review bids, and will be placed on the Commission Agenda for Monday, November 30, 2015.

**Motion/Vote - 9:15 AM Christian County Commission**

Bid Decision - Bid Decision-Emergency Generator Maintenance

The meeting was attended by Commission Secretary Cheryl Mitchell, Assistant Nikki Thiessen, and Judy Dollarhite.

After reviewing the bids presented by Norton Power Systems and Central Power Systems, Commissioner Childers made a motion to accept the bid presented by Central Power Systems.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Sue Ann Childers, Eastern Commissioner
<b>SECONDER:</b>	Ray Weter, Presiding Commissioner
<b>AYES:</b>	Ray Weter, Sue Ann Childers
<b>ABSENT:</b>	Bill Barnett

**Motion/Vote - 9:30 AM Christian County Commission**

Discussion - Budget Decision Regarding Employee Health Insurance Premium  
The meeting was attended by Commission Assistant Ashley Hannah, Assistant Nikki Thiessen, Judy Dollarhite, Kevin Larkin, and County Auditor Lacey Hart.

The Commissioners noted that a precedent has been set with regards to the County paying 100% of the employee premium of the Basic Plan. The monthly cost to the County was reviewed, and is budgeted for 2016.

Presiding Commissioner Weter opened the floor to public discussion:

Lacey Hart: She feels that it's best that the County continue to pay the premium for 2016, especially when a decision comes this late in the calendar year. She stated that it's a good benefit to many County employees.

Kevin Larkin: Mr. Larkin believes that as insurance premiums increase with each calendar year, the Commission should consider having County employees pay a small percentage of their Basic Plan insurance premiums.

Commissioner Childers entertained a motion for the County to pay the full employee premium of the Basic Plan.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Sue Ann Childers, Eastern Commissioner
<b>SECONDER:</b>	Ray Weter, Presiding Commissioner
<b>AYES:</b>	Ray Weter, Sue Ann Childers
<b>ABSENT:</b>	Bill Barnett

**Motion/Vote - 9:45 AM Christian County Commission**

Discussion - Employee Dental/Vision/Life Insurance Carrier Decision  
The meeting was attended by Commission Assistant Ashley Hannah, Assistant Nikki Thiessen, Judy Dollarhite, Kevin Larkin, and C2 Road Services Brent Young.

Dental: After reviewing the bids presented by Croley Insurance, the decision to remain with Principal Financial allows County employees to roll over unused any dental benefit up to \$250.

Presiding Commissioner Ray Weter entertained a motion to approve Principal Financial as the County's dental plan for 2016.

Vision: After reviewing the bids presented by Croley Insurance, the Commission agreed with the recommendation by Croley Insurance to remain with Principal Financial, as the current vision plan is popular with County employees.

Presiding Commissioner Ray Weter entertained a motion to approve Principal Financial VSP as the County's vision plan for 2016.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Sue Ann Childers, Eastern Commissioner
<b>SECONDER:</b>	Ray Weter, Presiding Commissioner
<b>AYES:</b>	Ray Weter, Sue Ann Childers
<b>ABSENT:</b>	Bill Barnett

**Motion/Vote - 10:31 AM Brian Bingle-City of Nixa**

Discussion - Nicholas Road & Highway 14 Intersection Project

The meeting was attended by Commission Assistant Ashley Hannah, Assistant Nikki Thiessen, Judy Dollarhite, Road Services Supervisor Miranda Beadles, C2 Road Services Brent Young, Don Abernathy, Bob Rubino, Brian Bingle, and Doug Colvin.

Presentation and discussion of improvements to Nicholas Road and Highway 14 in Nixa. Mr. Bingle and Mr. Colvin is requesting that Christian County fund a portion of the improvement because a section of the intersection falls outside the Nixa city limits.

Current estimate of improvement is \$1.2 million and the County financial portion would be dependent upon project completion timeline, land development, and MoDOT involvement. MoDOT is not currently involved in cost-share, but has assessed the intersection and recommended improvement.

Discussion followed.

Presiding Commissioner expressed concern about committing the County to a project of this magnitude while still supporting the CC/65 Highway project.

Presiding Commissioner Ray Weter stated that today had been a presentation and discussion of the intersection improvement with no action to be taken. He will discuss the issue with Sara at OTO.

Presiding Commissioner Weter opened the floor to public discussion:

Judy Dollarhite: She said that the Commission should be hesitant to pay for the design of the new intersection without knowing how the properties will develop in 5 years, and not knowing specifically what MoDOT will require, adding that the County should wait to develop the design.

Bob Rubino: Mr. Rubino expressed a concern that the County has little to no revenue from sales tax to spend on this improvement. He asked Commission to consider who should move first - the land developers, or the city and County. He agreed that the traffic pattern is poor and improvements to the intersection should be made, and asked the Commission to consider a definitive timeline with regards to completion.

### III. Adjournment

The meeting was closed at 11:06 AM

**Motion/Vote -**

Adjourn

The County Commission will resume session on Monday, November 30, 2015.

Presiding Commissioner Weter entertained a motion to adjourn.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Sue Ann Childers, Eastern Commissioner
<b>SECONDER:</b>	Ray Weter, Presiding Commissioner
<b>AYES:</b>	Ray Weter, Sue Ann Childers
<b>ABSENT:</b>	Bill Barnett

  
Ray Weter

Presiding Commissioner, Ray Weter

  
Bill Barnett

Western Commissioner, Bill Barnett

  
Sue Ann Childers

Eastern Commissioner, Sue Ann Childers

CERTIFIED COURT ORDER # 11-23-2015-1

The Treasurer is hereby ordered to pay the following entities:

RECEIVED

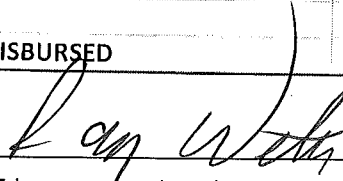
NOV 20 2015

KAY BROWN  
COUNTY CLERK


November 2015 Cart

October 2015 Term

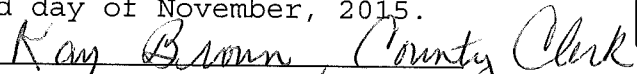
<b>RECEIPT: 26220</b>				
<b>DATE: November 20, 2015</b>				
<b>AMOUNT RECEIVED</b>		295-420-221	<b>118,022.48</b>	<b>Check #</b>
<b>BRIDGE</b>		15.00%	17,703.37	
	<b>ROAD MILES</b>			
<b>COMMON 1</b>	297.51	29.67%	35,017.27	
<b>COMMON 2</b>	280.69	27.99%	33,034.49	
<b>BILLINGS SPECIAL</b>	103.25	10.30%	12,156.31	
<b>GARRISON SPECIAL</b>	24	2.39%	2,820.74	
<b>OZARK SPECIAL</b>	102.97	10.27%	12,120.91	
<b>SELMORE SPECIAL</b>	27.5	2.74%	3,233.82	
<b>SOUTH SPARTA SPECIAL</b>	11.1	1.11%	1,310.05	
<b>STONESHIRE SPECIAL</b>	5.3	0.53%	625.52	
<b>TOTAL ROADS</b>	<b>852.32</b>	<b>100.00%</b>	<b>100,319.11</b>	
<b>TOTAL BRIDGE</b>			<b>17,703.37</b>	
<b>TOTAL DISBURSED</b>			<b>118,022.48</b>	

  
 \_\_\_\_\_  
 Presiding Commissioner Ray Weter

Western Commissioner Bill Barnett

  
 \_\_\_\_\_  
 Eastern Commissioner Sue Ann Childers

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said Commission, at my office in Christian County this, the 23rd day of November, 2015.

  
 \_\_\_\_\_  
 Kay Brown, County Clerk

Attachment: Certified Court Order 11-23-2015-1 Nov Cart (2612 : Approve Minutes & Financials)

# Schindler Inspection

## SCHINDLER ELEVATOR CORPORATION

1802 Jasper Street  
 North Kansas City, MO 64116-3623  
 Phone: 816-474-9494  
 Fax: 816-842-1976

**Date:** November 13, 2015

**Estimate Number:** PGAN-A48L6F (2015.4.1)

**To:**  
 Christian County Commission  
 100 W. Church Street  
 Ozark, MO 65721

**Building Name:**  
 Christian County Commission

**Attn:** Cheryl Mitchell

### EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment	Application	Description	Rise/Length			Install#
					Openings	Capacity	Speed	
				Christian County Commission 100 W. Church Street Ozark, MO 65721				
1	Inclinators	WhchrLft		WC LIFT				

**SCHINDLER ELEVATOR CORPORATION** ("Schindler", "we", "us") 1802 Jasper Street, North Kansas City, MO 64116-3623, and **CHRISTIAN COUNTY COMMISSION**, 100 W. Church Street, Ozark, MO 65721 ("you") agree as follows:

### INSPECTION COVERAGE

We will:

- Periodically examine, lubricate, adjust, and as needed, recommend the repair or replacement of the Equipment
- Report to you any necessary repairs discovered by us in the performance of such inspections
- Upon your request, provide you with a proposal for necessary repairs at our standard billing rates
- Perform at your request safety tests as required by ASME and local codes at our standard billing rates

### ADDITIONAL COVERAGES

We will remotely monitor (if applicable) those functions of the Equipment described above which are remote monitoring capable. Our remote monitoring system ("SRM") will automatically notify us if any monitored component or function is operating outside established parameters. We will then communicate with you to schedule appropriate service calls. Monitoring will be performed on a 24 hour, 7 day basis and will communicate toll free with our Customer Service Network using dedicated elevator telephone service. The operation and monitoring of SRM is contingent upon availability and maintenance of dedicated elevator telephone service. You have the responsibility to install, maintain and pay for such telephone service, and to notify us at any time of any interruption of such telephone service. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.



### HOURS OF SERVICE

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services do not include callbacks during regular or overtime hours. If you authorize services outside the scope of this agreement, or callbacks at any time, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel.

### TERM

This Agreement commences on November 27, 2015, and continues until November 26, 2016, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

### PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of \$95.00 per month, payable in annual installments of \$1,140.00, exclusive of applicable taxes, unless another payment frequency option is selected below.

### PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

**PAYMENT OPTIONS**

(1) Please select a Method of Payment:

Direct Debit      1% Discount (Attach Copy of voided check)

Credit Card      3% Addition

Visa       MC       AMEX

Number: \_\_\_\_\_

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

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

Check

Other: \_\_\_\_\_

(2) Please select a Payment Frequency (Other than Annual):

Semi-Annual      1% Addition

Quarterly      3% Addition

Monthly      5% Addition

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

\_\_\_\_\_

By: Peter Garabedian

For: Schindler Elevator Corporation

Title: Sales Representative

Date: November 13, 2015

Accepted:

\_\_\_\_\_

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

For: Christian County Commission

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

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

Approved:

\_\_\_\_\_

By: Garland Auten

Title: Branch Manager

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

Attachment: Elevator Maintenance Schindler (2613 : Bid Opening-Elevator Services)

## TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.
2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed pre-maintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.
3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.
4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) the full remaining amount due under this Agreement.
6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; adverse premises or environmental conditions, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.
7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:
  - (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
  - (b) Termination of the Agreement on ten (10) days prior written notice; and
  - (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.
9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/ equipment only), modems, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.
10. You will prevent access to the Equipment, including the SRM feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SRM, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SRM output, nor for claims arising from acts or omissions of others in connection with SRM or from interruptions of telephone service to SRM regardless of cause. You agree that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.
11. 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.
12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:
- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
  - (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.
  - (c) Auto Liability - \$5,000,000 CSL.
  - (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.
13. You hereby authorize us to produce single copies of the EPROM and/or ROM chips for each elevator subject to this Agreement for the sole purpose of archival back-up of the software embodied therein. The duplicate chip(s) for a given elevator shall be identified by serial number, or other means, and shall be stored on the building premises in a secured area in the elevator equipment room or you may retain possession. We agree that back-up chips are not for the benefit of purchase or sale, or for use in other elevator systems, and shall be used for no other purpose than the replacement of a defective or damaged chip on the particular elevator. In the event that your continued possession of the computer program should cease to be rightful, we agree that all such archival copies shall be destroyed.
14. You acknowledge that certain replacement parts, such as printed circuit boards or control related parts, may be difficult to obtain. While we do not anticipate problems or delays obtaining such parts, it may be necessary or desirable for you to order such parts directly from the original equipment manufacturer ("OEM"). You agree, in such event, to order parts promptly from the OEM, at any time and from time to time, as specified by us. We agree to reimburse you for the reasonable cost of such parts (as covered by this Agreement) promptly upon receipt from you of copies of the invoice(s) together with appropriate payment documentation.
15. Should conditions arise requiring use of the OEM diagnostic tool, we will promptly notify you. You agree, in such event, to promptly contact the OEM for diagnostic service and repair. You will be responsible for all costs related to such service and repair. You further agree that we shall not be responsible for any delays, damage, costs or claims associated with you or OEM's failure to timely provide a diagnostic tool, and you will indemnify, defend and hold us harmless from any such delays, damage, cost or claim.

**(51) Contact Information:**

Any additional information desired may be requested by mail to the address listed, or by telephone to 417-582-4300. Information requests may also be e-mailed to [countycommission@christiancountymo.gov](mailto:countycommission@christiancountymo.gov). This e-mail address is for information requests only and shall not be used for submission of proposals or modifications to proposals. Such submissions will be rejected and deleted without notification to the sending party.

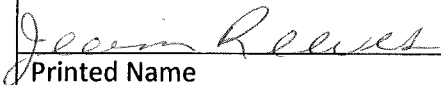
Thank you for your consideration of this Invitation to Bid. We appreciate your participation in the bidding process.

CHRISTIAN COUNTY COMMISSIONERS  
Ray Weter, Presiding Commissioner  
Bill Barnett, Western Commissioner  
Sue Ann Childers, Eastern Commissioner

**(52) Declaration:**

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. Signature required below confirming understanding of this statement.

Doing Business as (DBA) Name	Legal Name of Entity/Individual Filed with IRS for this Tax ID No.
ThyssenKrupp Elevator	ThyssenKrupp Elevator Corporation
Mailing Address	IRS Form 1099 Mailing Address
5247 N. 23rd Street Ozark, MO 65721	114 Townpark Dr. NW, Suite 300
City, State, Zip Code	City, State, Zip Code
Ozark, MO 65721	Kennesaw, GA 30144

Contact Person	Email Address
Jeannie Reeves	jeannie.reeves@thyssenkrupp.com
Phone number	Fax number
417-353-0205	866-774-2092
Authorized Signature	Date
	11/20/15
Printed Name	Title
Jeannie Reeves	Account Manager

## (49) Elevator Maintenance and Repair Specifications

Question	Answer
Does the examination, lubrication and adjustment cover the following major and minor components of our elevator systems?:	<i>Gold Maintenance Agreement</i>
Control and landing positioning systems	<i>yes</i>
Signal Fixtures	<i>yes</i>
Machines	<i>n/a</i>
Drives	<i>n/a</i>
Motors	<i>n/a</i>
Governors	<i>n/a</i>
Sheaves	<i>n/a</i>
Wire ropes	<i>n/a</i>
Power units	<i>yes</i>
Pumps	<i>yes</i>
Valves	<i>yes</i>
Jacks	
Car and hoist way door operating devices	<i>yes</i>
Door protection equipment	<i>yes</i>
Loadweighers	<i>n/a</i>
Car frames and platforms	<i>yes</i>
Counterweights	<i>n/a</i>
Safety mechanisms	<i>yes</i>
Lubricating equipment for smooth & efficient performance	<i>yes</i>
Adjusting elevator parts and components to maximize Performance and safe operation	<i>yes</i>
Relamping all signals as required	<i>Due to normal wear and tear</i>
Are parts repairs and replacements included in the contract? If so, what is your average monthly expenditure?	<i>yes</i>
Do you provide an on-line monitoring report that allows Christian County to view specific maintenance routines and tasks completed?	<i>yes</i>

Do you provide remote monitoring services that include assisting stranded passengers, digital recordings that show date, time and location of the calls?	yes
Do you require payment in advance of services?	negotiable
What are your normal business hours?	7:30 AM - 4:30 pm
What is your average response time during business hours?	less than 4 hours
What is your average response time during evening, weekend or holidays?	2 hours
What are your overtime rates?	see attached
What are your monthly/annual fees?	monthly \$558.07 annually \$6,696.84
What is the percentage of discount applied if the service contract is paid annually in advance?	3%
Do you hold all applicable licenses for the maintenance and repairs of elevator units?	yes
Do you have insurance? What are your coverage amounts?	yes - see sample
Are you bonded?	yes
Do you have a minimum of five (5) consecutive years' experience in the provision of elevator maintenance and repair services?	yes



## (50) Exhibit A-References

List three (3) business references:

1<sup>st</sup>

College of the Ozarks Joe Basnick  
 Company Name Representative Name

100 Opportunity Ave Point Lookout MO 65726  
 Address City State Zip

417-690-3376 \_\_\_\_\_  
 Business Phone Business Fax Cellular Phone

Basnick@co.ozarks.edu  
 email address if available

2<sup>nd</sup>

Taney County Renee Brusca  
 Company Name Representative Name

266 E. Main St. Forsyth MO 65653  
 Address City State Zip

417-546-7204 417-546-3931 \_\_\_\_\_  
 Business Phone Business Fax Cellular Phone

ReneeB@co.taney.mo.us  
 email address if available

3<sup>rd</sup>

Stone County Rick Dickerson  
 Company Name Representative Name

110 S. Maple St. Coalena MO 65656  
 Address City State Zip

417-294-7691 417-357-6861 \_\_\_\_\_  
 Business Phone Business Fax Cellular Phone

\_\_\_\_\_  
 email address if available

# Gold Service Agreement

**Purchaser:** CHRISTIAN COUNTY COMMISSION  
100 W. CHURCH STREET ROOM 100  
OZARK, MO 65721

Hereinafter referred to as "Purchaser", "you", and "your".

**By:** ThyssenKrupp Elevator Corporation  
5247 North 23rd St.  
Ozark, MO 65721  
Phone: 417-581-9466  
Fax: 866-774-2-92  
www.thyssenkruppelevator.com

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

## GOLD SERVICE 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	Building Location	Manufacturer	Type Of Unit	Unit ID	# Of Stops
JUDICIAL FACILITY	110 W. ELM STREET	Kone	Hydraulic	8007492	3
JUDICIAL FACILITY	110 W. ELM STREET	Kone	Hydraulic	8007482	3
JUDICIAL FACILITY	110 W. ELM STREET	Kone	Hydraulic	8007441	3
JUDICIAL FACILITY	110 W. ELM STREET	Inclinor	Hydraulic	C-4547	2
HISTORICAL COURTHOUSE	100 W CHURCH STREET	Otis	Hydraulic	452778	3

**ThyssenKrupp Elevator Americas**



**ThyssenKrupp**

# Gold Service 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 A17.1 – 2010 / CSA B44-10. Section 8.6 of the code requires the unit owner to have a Maintenance Control Program (MCP), ThyssenKrupp's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all maintenance, repairs, replacements and tests performed on the equipment and is provided with each unit as required by code. ThyssenKrupp Elevator also provides per Section 8.6 of the code, a maintenance tasks procedures manual with each unit; TKE calls this manual the BEEP Manual, or Basic Elevator, Escalator Procedures Manual. 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

Elevator Maintenance Agreement

TK 11/11

2015-246211 - ACIA-11JZXZW

Page 2 of 10

Attachment: Elevator Maintenance ThyssenKrupp (2613 : Bid Opening-Elevator Services)

# Gold Service Agreement

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, and/or 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.

## **Service History Website:**

This agreement includes Premium access to ThyssenKrupp Elevator's website in accordance with the following terms and conditions. During the term of this Agreement, ThyssenKrupp Elevator agrees to provide Purchaser with a user name and password to ThyssenKrupp Elevator's website for access to maintenance and service call data generated following the effective date of this Agreement. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the website. By executing this Agreement, Purchaser acknowledges that any work performed by ThyssenKrupp Elevator modernization and/or construction personnel may not be included or accessible on the website. ThyssenKrupp Elevator reserves the right to restrict access to the website if any of Purchaser's accounts with ThyssenKrupp Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind.

THE WEBSITE IS PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THYSSENKRUPP ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE WEBSITE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TILE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THYSSENKRUPP ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE CP WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVE ANY INTENDED RESULTS, MEET CUSTOMER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN NO EVENT WILL THYSSENKRUPP ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE WEBSITE OR FOR THE ACT OF ANY THIRD PARTY INCLUDING THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAMS.

## **ThyssenKrupp Communications® (Check box if included)**

ThyssenKrupp Communications 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.

# Gold Service Agreement

ThyssenKrupp Communications 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. Special considerations regarding ThyssenKrupp Communications are set forth below.

Through its centralized ThyssenKrupp Communications call center, ThyssenKrupp Elevator will provide 7 days per week, 24 hours per day, 365 days per year dispatching service for calls placed by Purchaser after normal business working days and hours to the local ThyssenKrupp Elevator branch office and telephone monitoring on all elevator(s) maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, ThyssenKrupp Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth in Section 2 below; Local Emergency Services at phone numbers provided by Purchaser in Section 3 below; and/or a local ThyssenKrupp Elevator service technician to be dispatched to the location of the equipment.

Purchaser hereby acknowledges that as a condition precedent to ThyssenKrupp Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete Sections 1 and 2 below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise ThyssenKrupp Elevator immediately in writing of any changes to the information contained in those two (2) sections during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without ThyssenKrupp Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where ThyssenKrupp Elevator is unable to reach Purchaser's Designated Contacts set forth in Section 2 below, Purchaser hereby gives ThyssenKrupp Elevator express permission to dispatch a ThyssenKrupp Elevator service technician to the location of the equipment at Purchaser's expense in accordance with ThyssenKrupp Elevator's applicable billing rates. Purchaser further agrees that ThyssenKrupp Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event that a ThyssenKrupp Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives ThyssenKrupp Elevator the express permission to call Local Emergency Services at the telephone numbers provided by the Purchaser in Section 3 below at ThyssenKrupp Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that ThyssenKrupp Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.

None of the services described anywhere in this Agreement includes maintenance of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains possession and control of its telephone and other communication equipment and is responsible for ensuring uninterrupted operation of that equipment so that it is capable of placing a call to ThyssenKrupp Communication's call center.

# Gold Service Agreement

## ThyssenKrupp Communications Contact Information - To Be Completed by Purchaser

### Section 1, Elevator Detail:

Total number of elevators in Building : \_\_\_\_\_

Elevator #	Elevator Telephone Number including Area Code		Elevator #	Elevator Telephone Number including Area Code

### Section 2, Purchaser Designated Contacts:

In the event of an emergency, or perceived emergency affecting the equipment covered by this Agreement, the Purchaser designates the following as its decision-making contacts:

	Contact Name	Title	Primary Telephone #	Secondary Telephone #
1				
2				
3				

### Section 3, Local Emergency Services Contact Information:

Phone # for Local Police Department: (        )        -         
 Phone # for Local Fire Department: (        )        -       

### Section 4, Purchaser's Special Instructions:

The following are special instructions provided by Purchasers with respect to the information supplied above:

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

ThyssenKrupp Elevator will test your equipment in accordance with those 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 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.

# Gold Service 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 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 the fullest extent permitted by law, 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 Maintenance Agreement

TK 11/11

2015-246211 - ACIA-11JZXZW

Page 6 of 10

Attachment: Elevator Maintenance ThyssenKrupp (2613 : Bid Opening-Elevator Services)

# Gold Service Agreement

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.

## 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

Elevator Maintenance Agreement

TK 11/11

2015-246211 - ACIA-11JZXZW

Page 7 of 10

Attachment: Elevator Maintenance ThyssenKrupp (2613 : Bid Opening-Elevator Services)



# Gold Service Agreement

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 an Attorney 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 Fifty Eight Dollars and Seven Cents (\$558.07) per month, excluding taxes, payable Monthly in advance.

## Term

This agreement is effective for Sixty (60) month(s) starting upon acceptance and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive Sixty (60) month periods, unless either party timely serves written notice upon the other party of its intention to cancel renewal at least ninety (90) days but not more than 120 days before the end of the initial Sixty (60) month period, or at least ninety (90) days but not more than 120 days before the end of any subsequent Sixty (60) month 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

Elevator Maintenance Agreement

TK 11/11

2015-246211 - ACIA-11JZXZW

Page 8 of 10

Attachment: Elevator Maintenance ThyssenKrupp (2613 : Bid Opening-Elevator Services)

## Gold Service Agreement

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 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 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.

### Special Considerations

No Special Considerations.

# Gold Service Agreement

**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:	CHRISTIAN COUNTY COMMISSION:	ThyssenKrupp Elevator Corporation Approval:
By: <u>Jeannie Reeves</u> (Signature of ThyssenKrupp Elevator Representative)  Jeannie Reeves Sales Representative jeannie.reeves@thyssenkrupp.com  <u>11/20/15</u> (Date Submitted)	By: _____ (Signature of Authorized Individual)  _____ (Print or Type Name)  _____ (Print or Type Title)  _____ (Date of Approval)	By: _____ (Signature of Authorized Individual)  Brian Jones Branch Manager  _____ (Date of Approval)

Attachment: Elevator Maintenance ThyssenKrupp (2613 : Bid Opening-Elevator Services)

RE: CHRISTIAN COUNTY  
Page 1 of 1  
BID REVIEW

#### CLARIFICATIONS

These clarifications shall be made part of ThyssenKrupp Elevator's bid. In the event of conflict with other articles, terms, conditions, or contract documents, these clarifications shall govern.

INVITATION TO BID, Article 13: Amend so that the additional insured is defended and indemnified for actions arising from ThyssenKrupp Elevator's acts, actions omissions or neglects; but is not defended or indemnified for its own acts, actions, omissions, neglects or bare allegations.

INVITATION TO BID, Article 31: Amend so that in no event shall ThyssenKrupp Elevator be responsible for consequential or liquidated damages.

INVITATION TO BID, Article 33: Amend so that this agreement may only be terminated in the event of nonperformance on the part of ThyssenKrupp Elevator.

INVITATION TO BID, Article 38, 39, 40 and 43 refer to attachments 1, 2, 3 and 4. The attachments were not available at bid time and are not included in this bid.

RE 11/18/15

Sample



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)  
09/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of Illinois, Inc. 233 S. Wacker Drive, Suite 2000 CHICAGO, IL 60606	<b>CONTACT NAME:</b> Willis of Illinois, Inc. <b>PHONE (A/C No.Ext):</b> 312-288-7489 <b>FAX (A/C No.Ext):</b> 312-621-6866 <b>E-MAIL ADDRESS:</b> tke.certificates@willis.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> ThyssenKrupp Elevator Corporation 707 Carr Street Cincinnati OH 45203	<b>INSURER A:</b> HDI-Gerling America Insurance Company NAIC # 41343
	<b>INSURER B:</b> ACE American Insurance Company 22667
	<b>INSURER C:</b> Indemnity Insurance Company of NA 43575
	<b>INSURER D:</b>
	<b>INSURER E:</b>
<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 718719**      **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GLD12574-01	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS -COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ISAH08828052	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR48017630 (AOS) WLR48017629 (CA,MA)	10/01/2014 10/01/2014	10/01/2015 10/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE -EA EMPLOYEE \$ 1,000,000 E.L. DISEASE -POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Division Number: 0001 - Named Insured Includes: ThyssenKrupp Elevator Corporation - Address: 114 Town Park Drive, Suite 300 KENNESAW 30144

Project Number:

Sample

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Attachment: Elevator Maintenance ThyssenKrupp (2613 : Bid Opening-Elevator Services)

### ThyssenKrupp Billing Rates

CLASSIFICATION	REGULAR TIME	1.7 TIME	DOUBLE TIME
Mechanic	\$282.75	\$480.68	\$565.50
Team	\$480.68	Not Appl.	\$1,131.00

Regular time hours are Monday through Friday, 7:30 AM to 4:30 PM. 1.7 time is for one man service outside of regular time and on Saturdays. Double time hours would apply for one man service on Sunday and Holidays and Team repairs outside any regular hours. Time is billed portal to portal.



# CHRISTIAN COUNTY COMMISSION

100 W Church Street, Room 100  
Ozark, Missouri 65721  
Phone: 417-582-4300 • Fax: 471-581-5924

**Ray Weter**  
Presiding Commissioner

**Bill Barnett**  
Western Commissioner

**Sue Ann Childers**  
Eastern Commissioner

November 23, 2015

Central Power Systems  
3100 E Kearney  
Springfield, MO 65803

Dear Mr. Shultz,

The Christian County Commission voted today to accept the bid for Emergency Generator Maintenance to Central Power Systems & Services Inc. Please contact Captain Rich Lewis for scheduling at #417-582-5336. Thank you for participating in the bidding process & we look forward to working with you.

Sincerely,

Bill Barnett  
Western Commissioner

Ray Weter  
Presiding Commissioner

Sue Ann Childers  
Eastern Commissioner

Attachment: Bid Acceptance Central Power Systems (2614 : Bid Decision-Emergency Generator Maintenance)



# CHRISTIAN COUNTY COMMISSION

100 W Church Street, Room 100  
Ozark, Missouri 65721  
Phone: 417-582-4300 • Fax: 471-581-5924

**Ray Weter**  
Presiding Commissioner

**Bill Barnett**  
Western Commissioner

**Sue Ann Childers**  
Eastern Commissioner

November 23, 2015

Norton Power Systems, LLC  
1203 A Eaglecrest  
Nixa, MO 65714

Dear Mr. Norton,

The Christian County Commission voted today to accept the bid for Emergency Generator Maintenance to Central Power Systems. Thank you for participating in the bidding process. We appreciate all that Norton Power Systems has done for us and will include you in future bids.

Sincerely,

Bill Barnett  
Western Commissioner

Ray Weter  
Presiding Commissioner

Sue Ann Childers  
Eastern Commissioner

Attachment: Bid Acceptance Central Power Systems (2614 : Bid Decision-Emergency Generator Maintenance)