



## ***Elevator Maintenance Agreement***

August 26, 2024

**Purchaser:**

City of Bay St Louis  
688 Highway 90  
Bay St Louis, La 39520-2715

**A-1 Elevator is pleased to offer Elevator Maintenance on Owner/Purchaser's equipment located at Address:  
1550 Second Street New Orleans, La 70130**

**Equipment Description:**

# of Units	Elevator Type	Manufacturer	Serial # / Job #
1	Hydraulic	MCE	688 Hwy 90
1	Hydraulic	Miprom	1928 Depot Way Train Depot
1	Hydraulic	Schindler	543 Fire House 1
1	Hydraulic	Schindler	122 Court St Parking Garage
1	Hydraulic	Garaventa	300 S. Second St
1	Hydraulic	Schindler	9998 Hwy 603
1	Handicap Lift	Garaventa	301 Blaize Ave

**Preventive Maintenance:**

A-1 Elevator shall regularly and systematically examine, clean, lubricate, adjust and maintain components listed below unless specifically listed in the 'Not Included' section or limited scope language that exist elsewhere in this agreement.

- ✓ **Controller components** including microprocessors, relays, solid state components, transducers, resistors, contacts, power supplies, transformers, contacts, leads, starters, drives and resistors.
- ✓ **Machine components** including sheaves, bearings, seals, ropes, belts, motors, motor brushes, encoders, worm gear, thrust bearings, brake drums, brake coils and brake pads.
- ✓ **Ropes including** Hoist Ropes, Governor Ropes, and Compensation ropes and/or chains.
- ✓ **Hydraulic System components** including pump motors, valves, belts, mufflers, above ground cylinders, plungers and packings.
- ✓ **Hoistway components** including rails, rail brackets, switches, selectors, deflector sheaves.
- ✓ **Pit Equipment** including buffers, buffer switches, pit switches and ladders.
- ✓ **Door Equipment** including door rollers, gibs, tracks, door operators, door contacts, door locks, closing devices and door edges.

**1500 Mehle Ave., Arabi, LA 70032**  
**Office: 504-278-1876, Fax: 504-278-1864**  
**dana@A1elevator.net**

- ✓ **Signal Devices** including Car Operating Panels, Hall buttons, Hall Lanterns, Emergency Light and Communication systems installed as part of the elevator system.
- ✓ **Escalators** including handrails, handrail guide rollers, steps, step threads, step wheels, comb plates, floor plates, tracks, drive chain, drive motor, and drive bearings.

### **Scheduled Maintenance:**

A-1 Elevator will schedule qualified elevator personnel to perform preventative maintenance service as follows:

- Weekly service
- Semi-monthly service
- Monthly service
- Quarterly service

### **Call Back Service:**

A-1 Elevators will provide call back service between 7:00am - 4:00pm Monday through Friday, except on holidays. See "Holiday" section below. Any work after this time will be subject to our then overtime rates plus mileage. A "Call Back" is defined as any service call that includes minor adjustments or repairs that can be resolved with a single technician in 2 hours or less. Any callback requiring 2 technicians or that will require more than 2 hours is considered a repair and will be done during regular working hours.

### **Safety Test:**

A-1 Elevator will perform safety test on all equipment as follows:

Traction elevators – An annual no load test and a 5 year full load test as required by code.

Hydraulic elevators – An annual pressure relief test as required by code.

Rope Hydraulic elevators - An annual no load test, an annual pressure relief test, and a 5 year full load test as required by code.

Escalator – Perform comb plate impact test and brake test annually as required by code.

Should purchaser's system require any of the test listed above on the commencement date of this agreement, A-1 Elevator assumes no responsibility for the operation of the governor or safeties on traction elevators, or the hydraulic systems on hydraulic elevators under the terms of this Agreement until the tests has been made. A-1 Elevator shall not be liable for damage to the building structure resulting from the performance of these tests. Should the respective system fail any of the referenced tests, it shall be the sole responsibility of the Owner/ Purchaser, at their expense, to make necessary repairs and to place the equipment in a condition which will be acceptable for coverage under the terms of this Agreement unless the failure is due to A-1 Elevator's negligence.

### **Repairs:**

Repairs are defined as items that require two or more technicians to complete. A-1 Elevator will schedule and perform repairs, covered under this agreement, during normal working business hours.

**Replacement Parts and/or Components:**

A-1 Elevator will repair or replace elevator parts and components at no additional cost to the Owner/Purchaser of said agreement less than the monthly contract price including labor and materials. The repair or replacement of elevator parts and components will be based on the sole discretion of A-1 Elevator, and does not apply to the items specifically excluded in the "Not Included" section of this agreement.

**Purchaser's Responsibilities:**

It is the responsibility of the purchaser/owner to instruct passengers in the proper use of the equipment and take necessary actions when you see the elevator(s) being used in a manner that it was not intended. Equipment should be taken out of service when it becomes unsafe or operates in a manner that might cause injury to the user and promptly report to us any accidents or problems which need our attention.

Purchaser is to provide us unrestricted access to the equipment and you must keep the machine rooms and pits clear and free of water, stored material and debris. Provide a climate-controlled machine room that maintains an ambient temperature according to manufacturer's recommendation. You will not allow others to make alterations, additions, adjustments or repairs to the equipment covered under this agreement. You agree to provide A-1 Elevator with current wiring diagrams reflecting the latest changes for the equipment covered under the terms of this agreement.

**Phone Monitoring Service:**

A dedicated phone line must be provided to the elevator equipment room. The phone line inside the elevator must be monitored twenty-four hours a day and seven days per week. We do provide this service at no extra charge. This monitoring service will be provided by **A-1 Elevator Service at no additional charge.**

**Contract Terms:**

The term of this agreement shall be for 3 years. This agreement shall automatically re-new for successive three-year periods, after the initial term, unless either party serves written notice of its intention to cancel at least 30 days before the end of the initial term or any subsequent term. All renewal contracts will be governed by the terms and conditions of this contract.

This contract may be cancelled prior to the expiration of the initial term or any renewal term, if either party fails to abide by the terms stated in this agreement. A written letter sent by certified mail must be sent stating the reason for early cancellation. The receiving party has 30 days to respond and rectify the terms or issues stated in the letter. If the problems are not corrected within 30 days of receipt of the letter the contract will cancel on the 31st day. This contract will continue to renew on each anniversary date according to the terms stated above continually.

**Contract Price:**

The price of the services shall be \$940 month, billed quarterly in advance for services being rendered. This amount shall be billed at the beginning of the quarter with terms of net thirty (30). A service charge of 1-1/2% per month shall apply to all overdue accounts related to services described in this agreement.

**Price Adjustments:**

All prices as stated in this agreement shall be subject to review and adjusted annually if necessary. No price increase shall be more than 5% annually.

**Holidays:**

Holidays are not covered during normal working hours. Holidays include New Year's Day, Mardi Gras, Memorial Day, July Fourth, Labor Day, Good Friday, Veterans Day, Thanksgiving & Friday after, and Christmas. If a holiday falls on a Saturday, it is observed on Friday. If a Holiday falls on a Sunday, it is observed on Monday.

**Not Included:**

A-1 Elevator will not be required to make any changes in the existing design or function of the unit(s). It is understood that A-1 Elevator shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of pre-existing conditions, obsolescence, misuse of the equipment, loss of power, theft, vandalism, explosion, fire, water damage, lightning, nuisance calls, acts of God, or any other reason or cause beyond the control of A-1 Elevator, except ordinary wear and tear, from the commencement date of this agreement. Owner/Purchaser agrees that in the event any component of the elevator becomes obsolete or outmoded, or is no longer manufactured by the original manufacturer, it shall be the owner/purchaser's obligation to replace at the owner/purchaser's expense. A-1 Elevator will not be required to install new attachments or parts upon the equipment as recommended or directed by insurance companies, any governmental agencies or authority, or any third party. Also not included would be cost of hoist motors, pump motors, motor generator sets, valves, Drives, hoist ropes, machines, machine bearings, hoist belts, hydraulic jacks, packing or pistons.

Repair or replacement of building items, hoist way or machine room walls and floors, car enclosures, car finish, floor materials, hoist way entrance frames, doors and sills, signal face plates, underground feed lines, underground cylinders, wiring or conduits, smoke and heat detectors. The removal of water in elevator pits. Main line and auxiliary disconnect switches, fuses and feeders to the control panels, 110-volt lamps for the car and machine room illumination. Safety Tests, other than those specified herein. Servicing the following Elevator Equipment: car enclosures (including removable panels, door panels, car gates, plenum chambers, hung ceilings, field coils, light diffusers, light tubes and 110-volt bulbs, mirrors and carpets, hoist way enclosures, hoist way gates, doors, frames and sills).

Escalator exclusions are handrails, steps, bullgear, and step chains.

**Terms and Conditions:**

A-1 Elevator assumes no responsibility for the parts of the elevator equipment except that upon which work has been done under this agreement. No work, service, examination, or liability on part of A-1 Elevator, other than that specifically mentioned herein is included or intended. It is agreed that A-1 Elevator does not assume possession or control of any part of the equipment and that such remains Owner/ Purchasers exclusively as the owner, lesser, lessee, possessor, or manager thereof. A-1 Elevator submits this elevator maintenance agreement with the understanding that all existing equipment has been properly maintained. During the first 60 days of the contract term we will thoroughly inspect the equipment and submit an evaluation of our findings. Should any preexisting condition be found, purchaser will be responsible for making necessary repairs at their own expense. If recommended repairs are not approved A-1 Elevator may agree to maintain the agreement "as is" with the understanding that the cost of these repairs are not covered under the terms of this agreements. Should unsafe conditions exist A-1 Elevator reserves the right to terminate this agreement to cancel this agreement with written notice.

Purchaser agrees to defend, indemnify and hold A-1 Elevator Service, LLC and its employees harmless from and against any claims, lawsuits demands, judgements, damages, cost, and expenses arising out of this agreement except to the extent caused by or resulting from the sole and direct negligence of A-1 Elevator Service, LLC.

In the event of a transfer of ownership, lease agreement or change in management company prior to the expiration of this agreement, you agree to assign this agreement to new Owner/Lessee or Management Company and require that the successor assume all terms and conditions of this agreement. If the new successor fails to assume your obligation under this agreement, then you agree to pay all sums due for the unexpired term of this agreement.

Nonpayment of any sum due under this Agreement shall be considered a material breach hereof. In the event of a breach of this Agreement or the failure to pay any sum due or to become due under this Agreement within sixty (60) days from the billing date, A-1 reserves the right to suspend services and will be released from the obligation to provide services as stated in the 'Scheduled Maintenance' section outlined above. Any requested service will be billed separately and is not covered under the terms of this agreement. During the time that service is suspended, purchaser waives all claims against A-1 Elevator and releases A-1 from any indemnity provided under the terms of this agreement. The act of suspending the service by A-1 Elevator is not to be construed as any intent to terminate this agreement by A-1 Elevator. The entire term of this agreement will be extended by the number of months that services are suspended. A-1 may, at its option, cancel this Agreement and/or declare all sums due or to become due under this Agreement for the unexpired term of the Agreement due and payable in full as liquidated damages, and not as a penalty and until same are paid, A-1 Elevator shall be discharged and released from any obligations and/or liability under the terms of this Agreement.

**Acceptance:**

This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by the owner/purchaser and A-1 Elevator, only after it has been approved by a manager of A-1 Elevator Services.

**Purchaser:**

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

Printed Name: \_\_\_\_\_

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

**A-1 Elevator Service LLC:**

Signature: Gary Songy

Printed Name: Gary Songy

Date: 8/26/2024

<p>A-1 Elevator Service LLC Approval:</p> <p>Signature: _____</p> <p>Printed Name: _____</p> <p>Date: _____</p> <p>The contract commencement date of this agreement is _____.</p>
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