



EXAMINATION & LUBRICATION AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2019, by and between WEBSTER COUNTY BOARD OF EDUCATION City of DIXON, County of WEBSTER, State of KY, hereinafter referred to as Owner, and DC ELEVATOR COMPANY, a Kentucky Corporation, referred to as Company:

Company will furnish complete maintenance on the elevator(s) listed below at the following location under the terms and conditions set forth herein.

BUILDING NAME & LOCATION PROVIDENCE ELEM, WC ANNEX, WC MIDDLE
MULTIPLE LOCATIONS

County of WEBSTER

| NO. OF ELEVATORS & TYPE | MANUFACTURER | CERTIFICATE NO. |
|--------------------------------|--------------|-----------------|
| 3. (THREE) CHAIR / STAIR LIFTS | THYSSENKRUPP | 28514 |
| | CHENEY | 11977 |
| | SAVARIA | 20998 |

1. PERIOD OF SERVICE:

This service will be furnished for a period of one (1) year from July, 2019 to June 30th, 2020, with the option of up to four (4) additional years. Annual renewal must be agreed upon by both parties and given in writing by the Webster County Board of Education at least 30 days before contract date. Termination of contract must be sent certified mail to the address set forth for the respective parties and be given in writing 90 days prior to the anniversary date.

2. SERVICES COVERED:

This service consists of periodic examination of the elevators at least twelve (12) times per year. It includes the making of necessary minor adjustments, cleaning and oiling machines, motors and controllers, and the greasing or oiling of bearings and equipment in hoistway where needed. Owner shall provide wiring diagrams for the equipment covered by this Agreement. Company shall ☒ shall not ☐ perform an annual safety test in accordance with the current edition of the ASME A17.1 Code for Elevators and Escalators adopted by the Kentucky Building Code. If tests are included herein, Company assumes no responsibility for injury to persons outside its own employees, nor for damage to property during the performance of such tests. Any other tests required or recommended by insurance companies, federal, municipal or other authorities shall not be covered by this agreement.

3. HOURS OF WORK:

The charge herein named contemplates the work to be done during the regular hours of Company's regular working days. If overtime examinations are requested by Owner, Company will absorb the regular time portion and Owner will be charged for the overtime portion only, at our regular billing rate.



4. COMPENSATION:

This service shall be furnished for the sum of two hundred seventy dollars and no/100 cents DOLLARS (\$270.00) per inspection, payable upon presentation of invoice. This amount will be subject to reconsideration at the end of each twelve(12) month period, based on increased costs for labor and materials at that time. Hourly rate will be \$185 / hr for call backs during normal business hours Mon-Fri, 8-5. This does not include parts. Parts will be quoted on an as needed basis.

5. LIABILITY:

Company shall not, under any circumstances, be liable, either directly or indirectly, under or by reason of this agreement, for any accident, injury, breakage, or damage to the elevators or other machinery, appliances or property connected therewith. Company shall not, under any circumstances, be liable under or by reason of this agreement, directly or indirectly, for any accident or injury to any person or persons whomsoever, except its employees, riding on or being in or about the elevators, however caused. Company shall not be responsible or liable for any loss, damage, detention or delay in furnishing materials or failure to perform the inspection and maintenance service as herein provided when caused by fire, flood, strikes, acts of civil or military authorities, or by insurrection or riot, or by other cause which is unavoidable or beyond its control or in any event for consequential damages. Owner agrees to report to us immediately any conditions or which Owner may have become aware that may affect the condition of the elevator equipment.

6. TAXES:

Webster County Schools are tax exempt.

This contract constitutes the entire agreement for the service described. All prior representation, whether written or verbal, are merged herein. No work, service or liability on the part of the Company other than that specifically mentioned herein is included or intended. Owner agrees to services covered under this agreement and accepts our judgement as to the means and methods used to perform these services.

IN WITNESS WHEREOF, the parties hereunto have subscribed their names to an original and one copy to have the full force and effect of an original this the day and year first above written.

PRESENTED BY: Anthony Saccoccio FOR DC ELEVATOR COMPANY

ACCEPTED THIS 1st DAY OF July, 2019, _____,

FOR: WEBSTER COUNTY BOARD OF EDUCATION

BY: _____

Purchaser's(Company)Full Legal Name

Signature of Purchaser and Title

ACCEPTED FOR DC ELEVATOR COMPANY, THIS _____ DAY OF _____, 20____

BY: AS