



FLOYD COUNTY BOARD OF EDUCATION
Danny Adkins, Superintendent
106 North Front Avenue
Prestonsburg, Kentucky 41653
Telephone (606) 886-2354 Fax (606) 886-4550
www.floyd.kyschools.us

Sherry Robinson- Chair - District 5
Dr. Chandra Varin, Vice Chair - District 2
Linda C. Gearheart, Member - District 1
William Newsome, Jr., Member - District 3
Rhonda Meade, Member - District 4

Date: August 26, 2019

Consent Agenda Item (Action Item): Consider/Approve Elevator Maintenance Agreements with DC Elevator for the following schools: Betsy Layne Elementary/Betsy Layne High/DACE/Floyd Central High/South Floyd Elementary/Prestonsburg High School.

Applicable State or Regulations: General Powers and Duties of the Board (01.11).

Budget/Financial Issues: The monthly cost for each elevator is as follows: Betsy Layne Elementary (\$184.30)/Betsy Layne High (\$125.00)/DACE (\$184.30)/Floyd Central High (\$250.00)/South Floyd Elementary (\$369.82)/Prestonsburg High School (\$184.30). Monthly fee will be \$1,297.72.

Background and Rationale: The difference in the cost for schools for the service is, that some have two (2) (Floyd Central High)/South Floyd Elementary. The others have one (1).

Recommended Action: To approve DC Elevator to maintain our elevators.

Contact Person(s): Gregory Adams/874-9569

Principal


Director


Superintendent



FULL MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 1ST day of July, 2019, by and between
FLOYD CO. BOARD OF EDUCATION
City of PRESTONSBURG, County of FLOYD, 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 BETSY LANE ELEM
256 SCHOOL ST
BETSY LANE KY. 41605
County of FLOYD

NO. OF ELEVATORS & TYPE
ONE(1) PASSENGER

MANUFACTURER
US

CERTIFICATE NO.
12899

1. COMPLETE MAINTENANCE:

Complete maintenance provides for and includes the following:

(a) **Generally.** Company shall maintain all of the elevator equipment as hereinafter described, on the terms and conditions subsequently set forth, using trained men directly employed and supervised by the Company. These men will be qualified to keep the equipment properly adjusted and will use all reasonable care to maintain the elevators in safe and operating condition.

conditions warrants, repair or replace the machine, motor, generator and controller parts, microcomputers, including worms, gears, thrusts bearings, brake magnet coils, brake shoes, brushes, windings, commutators, rotating elements, coils, contacts, resistors, magnet frames, selector cables, tapes, sheaves, mechanical components, lamps for push buttons, position indicators, car direction indicators, car counterweight, deflector, compensating and governor tension sheaves, car and counterweight buffers and limit switches, plungers, packing, pumping plants, tanks, above-ground piping, and operating valves.

(b) **Guide Rails.** Company shall keep guide rails properly lubricated at all times. When necessary, Company shall replace car and/or counterweight guide shoes, guide shoe inserts and/or guide rollers to assure smooth, quiet operation.

(c) **Safety Devices.** Company shall periodically examine all safety devices and governors for proper operation. Repair or replace, when conditions warrants, the governor and/or integral parts as needed. Repair or replace car safety mechanisms and load weighing devices.

(d) **Wire Ropes and Conductor Cables.** Company shall examine, adjust tension, lubricate and/or renew all wire ropes as often as necessary to maintain an adequate factor of safety, and repair or replace conductor cables and hoistway and machine room wiring as often as necessary.

(e) **Hall and Car Doors.** Company shall regularly examine, adjust, clean, lubricate, and when conditions warrants, repair or replace door operators, car and hall door hangers, rollers, contacts, interlocks, bottom door guides, and door protective devices.

2. EXCLUDED ITEMS:

The following items of elevator equipment or services are not covered by this agreement. The cleaning, refinishing, repair or replacement of any component of the car enclosure, including but not limited to: wall panels, door panels, sills, car gates, ceiling frames or light diffusers, light fixtures, light bulbs, fans, handrails, flooring or sub-floor, cover plates for operations stations, proprietary devices/components, communications systems, phones, hoistway, hoistway doors and frames, sills, gates, mainline disconnect switches, mainline fuses, emergency power plant, emergency car light and all batteries including those for emergency lowering, smoke or heat sensors and related controls, and any underground wiring, piping and/or jack cylinder casing. **MOTOR GENERATORS ARE NO LONGER COVERED**

Pre-existing Conditions: Due to the condition of the following existing equipment, if repair or replacement becomes necessary, the Owner will reimburse the Company on a time and material basis to repair or replace these items:

3. SAFETY TESTS:

Company shall perform all annual and five-year full-load safety tests in accordance with the latest ASME A17.1 Safety Codes for Elevators and Escalators adopted by the Kentucky Building Code. 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

4. CONDITIONS OF AGREEMENT:

The Parties hereto recognize that with the passage of time, equipment technology and designs will change. Company shall not be required to install new attachments or improve the equipment or operation from those conditions existing as of the effective date of this agreement. Company has the responsibility to make only those adjustments, repairs or replacements required under this agreement which are due to ordinary wear and tear and are disclosed to be reasonably necessary by our examination. Owner agrees to accept Company's judgment as to the means and methods to be used for any corrective work. Company shall not be required to make adjustments, repairs or replacements necessitated by any other cause including, but not limited to, obsolescence, accidents, vandalism, negligence or misuse of the equipment. If adjustments, repairs or replacements are required due to such causes, Owner agrees to pay Company as an extra to this agreement for such work at Company's regular billing rates. Additionally, Company shall not be liable for any claims in excess of the sums paid to Company under the terms of this contract. Company shall not be under any obligations to install new attachments on the elevator which may be recommended or required by insurance companies or by federal, state, municipal or other authorities. Owner shall provide wiring diagrams for the equipment covered by this agreement. No work, service or liability on the part of the Company, other than that specifically listed herein, is included or intended.

5. LIABILITY:

Company assumes no liability for injuries or damage to persons or property except those directly due to Company's act of omissions. Owner's responsibility for injuries or damages to persons or property, while on or about the elevators referred to, is in no way affected by this agreement. Owner agrees to report to Company immediately any conditions of which the Owner may have become aware that may affect the conditions of the elevator equipment. Company shall not be liable for any loss, damage, or delay caused by strikes, lockouts, fire, explosions, thefts, floods, riots, civil commotion, war, malicious mischief, act of God, any other cause beyond the reasonable control of the Company, or in the event, for direct, incidental or consequential damages.

6. 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 becomes necessary, the Company() or the Owner(X) will pay the overtime labor rate. If 24 hour call-backs are not included, but later requested by Owner, Company will absorb the regular time portion and Owner will be charged for the overtime portion only, at Company's current hourly billing rate.

7. PURCHASER'S RESPONSIBILITIES:

Possession or control of the equipment shall remain exclusively that of the Owner, lessee, possessor or custodian. Purchaser's responsibility includes, but is not limited to, instructing or warning passengers in the proper use of the equipment, taking the equipment out of service when it becomes unsafe or operates in a manner that might cause injury to a user, promptly reporting to Company any accidents or any conditions which may need attention and maintaining surveillance of the equipment for such purposes. Purchaser will provide Company unrestricted access to the equipment, and a safe workplace for Company employees. Purchaser will keep the pits and machine rooms clear and free of water and trash and not permit them to be used for storage. Purchaser agrees to not permit others to make changes, adjustments, additions, repairs or replacements to the equipment.



8. PERIOD OF SERVICE:

The service will be furnished for a period of one(1) year from the 1st day of July, 2019, and thereafter this Agreement will automatically renew itself for additional one(1) year terms unless terminated by thirty (30) days notice prior to each anniversary date, given in writing, by either of the parties hereto. All notices shall be sent by certified mail to the address set forward for the respective parties. Further, Owner agrees to notify Company in writing at least 60 days prior to any change in ownership or management of the building in which elevators are located.

9. COMPENSATION:

The price of this service as hereinabove described is one hundred eighty-four dollars and 30/100 cents DOLLARS (\$184.30) per month, plus the reasonable cost of any renewals or repairs for which the Company is not liable under this Agreement, payable on or before the 15th of each month upon presentation of invoice. This charge is subject to reconsideration and adjustment at the end of each twelve (12) month period during which this Agreement is in force, any such adjustment to be based on the prevailing labor cost and materials at that time.

This agreement will evidence our entire understanding with respect to the herein described elevators and any modification thereof will require the written consent of both parties. Owner agrees to services covered under this agreement and accepts our judgment 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: Ronnie Bentley FOR DC ELEVATOR COMPANY

ACCEPTED THIS 1st DAY OF July, 2019,

FOR: FLOYD CO. 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: _____



FULL MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 1ST day of July, 2019, by and between
FLOYD CO. BOARD OF EDUCATION
City of PRESTONSBURG, County of FLOYD, 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 BETSY LANE HIGH
554 BOBCAT BLVD
BETSY LANE KY. 41605
County of FLOYD

NO. OF ELEVATORS & TYPE
ONE(1) PASSENGER

MANUFACTURER
DC

CERTIFICATE NO.

1. COMPLETE MAINTENANCE:

Complete maintenance provides for and includes the following:

(a) **Generally.** Company shall maintain all of the elevator equipment as hereinafter described, on the terms and conditions subsequently set forth, using trained men directly employed and supervised by the Company. These men will be qualified to keep the equipment properly adjusted and will use all reasonable care to maintain the elevators in safe and operating condition.

conditions warrants, repair or replace the machine, motor, generator and controller parts, microcomputers, including worms, gears, thrusts, bearings, brake magnet coils, brake shoes, brushes, windings, commutators, rotating elements, coils, contacts, resistors, magnet frames, selector cables, tapes, sheaves, mechanical components, lamps for push buttons, position indicators, car direction indicators, car counterweight, deflector, compensating and governor tension sheaves, car and counterweight buffers and limit switches, plungers, packing, pumping plants, tanks, above-ground piping, and operating valves.

(b) **Guide Rails.** Company shall keep guide rails properly lubricated at all times. When necessary, Company shall replace car and/or counterweight guide shoes, guide shoe inserts and/or guide rollers to assure smooth, quiet operation.

(c) **Safety Devices.** Company shall periodically examine all safety devices and governors for proper operation. Repair or replace, when conditions warrants, the governor and/or integral parts as needed. Repair or replace car safety mechanisms and load weighing devices.

(d) **Wire Ropes and Conductor Cables.** Company shall examine, adjust tension, lubricate and/or renew all wire ropes as often as necessary to maintain an adequate factor of safety, and repair or replace conductor cables and hoistway and machine room wiring as often as necessary.

(e) **Hall and Car Doors.** Company shall regularly examine, adjust, clean, lubricate, and when conditions warrants, repair or replace door operators, car and hall door hangers, rollers, contacts, interlocks, bottom door guides, and door protective devices.

2. EXCLUDED ITEMS:

The following items of elevator equipment or services are not covered by this agreement. The cleaning, refinishing, repair or replacement of any component of the car enclosure, including but not limited to: wall panels, door panels, sills, car gates, ceiling frames or light diffusers, light fixtures, light bulbs, fans, handrails, flooring or sub-floor, cover plates for operations stations, proprietary devices/components, communications systems, phones, hoistway, hoistway doors and frames, sills, gates, mainline disconnect switches, mainline fuses, emergency power plant, emergency car light and all batteries including those for emergency lowering, smoke or heat sensors and related controls, and any underground wiring, piping and/or jack cylinder casing MOTOR GENERATORS ARE NO LONGER COVERED

Pre-existing Conditions: Due to the condition of the following existing equipment, if repair or replacement becomes necessary, the Owner will reimburse the Company on a time and material basis to repair or replace these items:

3. SAFETY TESTS:

Company shall perform all annual and five-year full-load safety tests in accordance with the latest ASME A17.1 Safety Codes for Elevators and Escalators adopted by the Kentucky Building Code. 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

4. CONDITIONS OF AGREEMENT:

The Parties hereto recognize that with the passage of time, equipment technology and designs will change. Company shall not be required to install new attachments or improve the equipment or operation from those conditions existing as of the effective date of this agreement. Company has the responsibility to make only those adjustments, repairs or replacements required under this agreement which are due to ordinary wear and tear and are disclosed to be reasonably necessary by our examination. Owner agrees to accept Company's judgment as to the means and methods to be used for any corrective work. Company shall not be required to make adjustments, repairs or replacements necessitated by any other cause including, but not limited to, obsolescence, accidents, vandalism, negligence or misuse of the equipment. If adjustments, repairs or replacements are required due to such causes, Owner agrees to pay Company as an extra to this agreement for such work at Company's regular billing rates. Additionally, Company shall not be liable for any claims in excess of the sums paid to Company under the terms of this contract. Company shall not be under any obligations to install new attachments on the elevator which may be recommended or required by insurance companies or by federal, state, municipal or other authorities. Owner shall provide wiring diagrams for the equipment covered by this agreement. No work, service or liability on the part of the Company, other than that specifically listed herein, is included or intended.

5. LIABILITY:

Company assumes no liability for injuries or damage to persons or property except those directly due to Company's act of omissions. Owner's responsibility for injuries or damages to persons or property, while on or about the elevators referred to, is in no way affected by this agreement. Owner agrees to report to Company immediately any conditions of which the Owner may have become aware that may affect the conditions of the elevator equipment. Company shall not be liable for any loss, damage, or delay caused by strikes, lockouts, fire, explosions, thefts, floods, riots, civil commotion, war, malicious mischief, act of God, any other cause beyond the reasonable control of the Company, or in the event, for direct, incidental or consequential damages.

6. 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 becomes necessary, the Company() or the Owner(X) will pay the overtime labor rate. If 24 hour call-backs are not included, but later requested by Owner, Company will absorb the regular time portion and Owner will be charged for the overtime portion only, at Company's current hourly billing rate.

7. PURCHASER'S RESPONSIBILITIES:

Possession or control of the equipment shall remain exclusively that of the Owner, lessee, possessor or custodian. Purchaser's responsibility includes, but is not limited to, instructing or warning passengers in the proper use of the equipment, taking the equipment out of service when it becomes unsafe or operates in a manner that might cause injury to a user, promptly reporting to Company any accidents or any conditions which may need attention and maintaining surveillance of the equipment for such purposes. Purchaser will provide Company unrestricted access to the equipment, and a safe workplace for Company employees. Purchaser will keep the pits and machine rooms clear and free of water and trash and not permit them to be used for storage. Purchaser agrees to not permit others to make changes, adjustments, additions, repairs or replacements to the equipment.

DC Elevator

8. PERIOD OF SERVICE:

The service will be furnished for a period of one(1) year from the 1st day of July, 2019, and thereafter this Agreement will automatically renew itself for additional one(1) year terms unless terminated by thirty (30) days notice prior to each anniversary date, given in writing, by either of the parties hereto. All notices shall be sent by certified mail to the address set forward for the respective parties. Further, Owner agrees to notify Company in writing at least 60 days prior to any change in ownership or management of the building in which elevators are located

9. COMPENSATION:

The price of this service as hereinabove described is one hundred twenty-five dollars and no/100 cents DOLLARS (\$125.00) per month, plus the reasonable cost of any renewals or repairs for which the Company is not liable under this Agreement, payable on or before the 15th of each month upon presentation of invoice. This charge is subject to reconsideration and adjustment at the end of each twelve (12) month period during which this Agreement is in force, any such adjustment to be based on the prevailing labor cost and materials at that time.

This agreement will evidence our entire understanding with respect to the herein described elevators and any modification thereof will require the written consent of both parties. Owner agrees to services covered under this agreement and accepts our judgment 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: Ronnie Bentley FOR DC ELEVATOR COMPANY

ACCEPTED THIS 1st DAY OF July, 2019,

FOR: FLOYD CO. 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: _____



FULL MAINTENANCE AGREEMENT

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FLOYD CO. BOARD OF EDUCATION
City of PRESTONSBURG, County of FLOYD, 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 JAMES A DUFF ELEM
183 REBEL RD
EASTERN KY 41622
County of FLOYD

NO. OF ELEVATORS & TYPE
ONE(1) PASSENGER

MANUFACTURER
DOVER

CERTIFICATE NO.
11264

1. COMPLETE MAINTENANCE:

Complete maintenance provides for and includes the following:

- (a) **Generally.** Company shall maintain all of the elevator equipment as hereinafter described, on the terms and conditions subsequently set forth, using trained men directly employed and supervised by the Company. These men will be qualified to keep the equipment properly adjusted and will use all reasonable care to maintain the elevators in safe and operating condition.
conditions warrants, repair or replace the machine, motor, generator and controller parts, microcomputers, including worms, gears, thrusts bearings, brake magnet coils, brake shoes, brushes, windings, commutators, rotating elements, coils, contacts, resistors, magnet frames, selector cables, tapes, sheaves, mechanical components, lamps for push buttons, position indicators, car direction indicators, car counterweight, deflector, compensating and governor tension sheaves, car and counterweight buffers and limit switches, plungers, packing, pumping plants, tanks, above-ground piping, and operating valves.
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Pre-existing Conditions: Due to the condition of the following existing equipment, if repair or replacement becomes necessary, the Owner will reimburse the Company on a time and material basis to repair or replace these items:

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9. COMPENSATION:

The price of this service as hereinabove described is one hundred eighty-four dollars and 30/100 cents DOLLARS (\$184.30) per month, plus the reasonable cost of any renewals or repairs for which the Company is not liable under this Agreement, payable on or before the 15th of each month upon presentation of invoice. This charge is subject to reconsideration and adjustment at the end of each twelve (12) month period during which this Agreement is in force, any such adjustment to be based on the prevailing labor cost and materials at that time.

This agreement will evidence our entire understanding with respect to the herein described elevators and any modification thereof will require the written consent of both parties. Owner agrees to services covered under this agreement and accepts our judgment 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: Ronnie Bentley FOR DC ELEVATOR COMPANY

ACCEPTED THIS 1st DAY OF July, 2019,

FOR: FLOYD CO. 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: _____



FULL MAINTENANCE AGREEMENT

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FLOYD CO. BOARD OF EDUCATION
City of PRESTONSBURG, County of FLOYD, 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 FLOYD CENTRAL HIGH
651 RT 680W
EASTERN KY. 41622
County of FLOYD

NO. OF ELEVATORS & TYPE
TWO(2) PASSENGER

MANUFACTURER
DC

CERTIFICATE NO.
27006 27007

1. COMPLETE MAINTENANCE:

Complete maintenance provides for and includes the following:

(a) **Generally.** Company shall maintain all of the elevator equipment as hereinafter described, on the terms and conditions subsequently set forth, using trained men directly employed and supervised by the Company. These men will be qualified to keep the equipment properly adjusted and will use all reasonable care to maintain the elevators in safe and operating condition.

conditions warrants, repair or replace the machine, motor, generator and controller parts, microcomputers, including worms, gears, thrusts bearings, brake magnet coils, brake shoes, brushes, windings, commutators, rotating elements, coils, contacts, resistors, magnet frames, selector cables, tapes, sheaves, mechanical components, lamps for push buttons, position indicators, car direction indicators, car counterweight deflector, compensating and governor tension sheaves, car and counterweight buffers and limit switches, plungers, packing, pumping plants, tanks, above-ground piping, and operating valves.

(b) **Guide Rails.** Company shall keep guide rails properly lubricated at all times. When necessary, Company shall replace car and/or counterweight guide shoes, guide shoe inserts and/or guide rollers to assure smooth, quiet operation.

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(d) **Wire Ropes and Conductor Cables.** Company shall examine, adjust tension, lubricate and/or renew all wire ropes as often as necessary to maintain an adequate factor of safety, and repair or replace conductor cables and hoistway and machine room wiring as often as necessary.

(e) **Hall and Car Doors.** Company shall regularly examine, adjust, clean, lubricate, and when conditions warrants, repair or replace door operators, car and hall door hangers, rollers, contacts, interlocks, bottom door guides, and door protective devices.

2. EXCLUDED ITEMS:

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Pre-existing Conditions: Due to the condition of the following existing equipment, if repair or replacement becomes necessary, the Owner will reimburse the Company on a time and material basis to repair or replace these items:

3. SAFETY TESTS:

Company shall perform all annual and five-year full-load safety tests in accordance with the latest ASME A17.1 Safety Codes for Elevators and Escalators adopted by the Kentucky Building Code. 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

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The Parties hereto recognize that with the passage of time, equipment technology and designs will change. Company shall not be required to install new attachments or improve the equipment or operation from those conditions existing as of the effective date of this agreement. Company has the responsibility to make only those adjustments, repairs or replacements required under this agreement which are due to ordinary wear and tear and are disclosed to be reasonably necessary by our examination. Owner agrees to accept Company's judgment as to the means and methods to be used for any corrective work. Company shall not be required to make adjustments, repairs or replacements necessitated by any other cause including, but not limited to, obsolescence, accidents, vandalism, negligence or misuse of the equipment. If adjustments, repairs or replacements are required due to such causes, Owner agrees to pay Company as an extra to this agreement for such work at Company's regular billing rates. Additionally, Company shall not be liable for any claims in excess of the sums paid to Company under the terms of this contract. Company shall not be under any obligations to install new attachments on the elevator which may be recommended or required by insurance companies or by federal, state, municipal or other authorities. Owner shall provide wiring diagrams for the equipment covered by this agreement. No work, service or liability on the part of the Company, other than that specifically listed herein, is included or intended.

5. LIABILITY:

Company assumes no liability for injuries or damage to persons or property except those directly due to Company's act of omissions. Owner's responsibility for injuries or damages to persons or property, while on or about the elevators referred to, is in no way affected by this agreement. Owner agrees to report to Company immediately any conditions of which the Owner may have become aware that may affect the conditions of the elevator equipment. Company shall not be liable for any loss, damage, or delay caused by strikes, lockouts, fire, explosions, thefts, floods, riots, civil commotion, war, malicious mischief, act of God, any other cause beyond the reasonable control of the Company, or in the event, for direct, incidental or consequential damages.

6. 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 becomes necessary, the Company() or the Owner(X) will pay the overtime labor rate. If 24 hour call-backs are not included, but later requested by Owner, Company will absorb the regular time portion and Owner will be charged for the overtime portion only, at Company's current hourly billing rate.

7. PURCHASER'S RESPONSIBILITIES:

Possession or control of the equipment shall remain exclusively that of the Owner, lessee, possessor or custodian. Purchaser's responsibility includes, but is not limited to, instructing or warning passengers in the proper use of the equipment, taking the equipment out of service when it becomes unsafe or operates in a manner that might cause injury to a user, promptly reporting to Company any accidents or any conditions which may need attention and maintaining surveillance of the equipment for such purposes. Purchaser will provide Company unrestricted access to the equipment, and a safe workplace for Company employees. Purchaser will keep the pits and machine rooms clear and free of water and trash and not permit them to be used for storage. Purchaser agrees to not permit others to make changes, adjustments, additions, repairs or replacements to the equipment.



8. PERIOD OF SERVICE:

The service will be furnished for a period of one(1) year from the 1st day of July, 2019, and thereafter this Agreement will automatically renew itself for additional one(1) year terms unless terminated by thirty (30) days notice prior to each anniversary date, given in writing, by either of the parties hereto. All notices shall be sent by certified mail to the address set forward for the respective parties. Further, Owner agrees to notify Company in writing at least 60 days prior to any change in ownership or management of the building in which elevators are located.

9. COMPENSATION:

The price of this service as hereinabove described is two hundred fifty dollars and no/100 cents DOLLARS (\$250.00) per month, plus the reasonable cost of any renewals or repairs for which the Company is not liable under this Agreement, payable on or before the 15th of each month upon presentation of invoice. This charge is subject to reconsideration and adjustment at the end of each twelve (12) month period during which this Agreement is in force, any such adjustment to be based on the prevailing labor cost and materials at that time.

This agreement will evidence our entire understanding with respect to the herein described elevators and any modification thereof will require the written consent of both parties. Owner agrees to services covered under this agreement and accepts our judgment 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: Ronnie Bentley FOR DC ELEVATOR COMPANY

ACCEPTED THIS 1st DAY OF July, 2019,

FOR: FLOYD CO. 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: _____



FULL MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 1ST day of July, 2019, by and between
FLOYD CO. BOARD OF EDUCATION
City of PRESTONSBURG, County of FLOYD, 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 SOUTH FLOYD
299 MT RAIDER DR
HI HAT KY, 41636
County of FLOYD

NO. OF ELEVATORS & TYPE
TWO(2) PASSENGER

MANUFACTURER
DOVER

CERTIFICATE NO.
12075 12563

1. COMPLETE MAINTENANCE:

Complete maintenance provides for and includes the following.

(a) **Generally.** Company shall maintain all of the elevator equipment as hereinafter described, on the terms and conditions subsequently set forth, using trained men directly employed and supervised by the Company. These men will be qualified to keep the equipment properly adjusted and will use all reasonable care to maintain the elevators in safe and operating condition.

conditions warrants, repair or replace the machine, motor, generator and controller parts, microcomputers, including worms, gears, thrusts bearings, brake magnet coils, brake shoes, brushes, windings, commutators, rotating elements, coils, contacts, resistors, magnet frames, selector cables, tapes, sheaves, mechanical components, lamps for push buttons, position indicators, car direction indicators, car counterweight, deflector, compensating and governor tension sheaves, car and counterweight buffers and limit switches, plungers, packing, pumping plants, tanks, above-ground piping, and operating valves.

(b) **Guide Rails.** Company shall keep guide rails properly lubricated at all times. When necessary, Company shall replace car and/or counterweight guide shoes, guide shoe inserts and/or guide rollers to assure smooth, quiet operation.

(c) **Safety Devices.** Company shall periodically examine all safety devices and governors for proper operation. Repair or replace, when conditions warrants, the governor and/or integral parts as needed. Repair or replace car safety mechanisms and load weighing devices.

(d) **Wire Ropes and Conductor Cables.** Company shall examine, adjust tension, lubricate and/or renew all wire ropes as often as necessary to maintain an adequate factor of safety, and repair or replace conductor cables and hoistway and machine room wiring as often as necessary.

(e) **Hall and Car Doors.** Company shall regularly examine, adjust, clean, lubricate, and when conditions warrants, repair or replace door operators, car and hall door hangers, rollers, contacts, interlocks, bottom door guides, and door protective devices.

2. EXCLUDED ITEMS:

The following items of elevator equipment or services are not covered by this agreement. The cleaning, refinishing, repair or replacement of any component of the car enclosure, including but not limited to: wall panels, door panels, sills, car gates, ceiling frames or light diffusers, light fixtures, light bulbs, fans, handrails, flooring or sub-floor, cover plates for operations stations, proprietary devices/components, communications systems, phones, hoistway, hoistway doors and frames, sills, gates, mainline disconnect switches, mainline fuses, emergency power plant, emergency car light and all batteries including those for emergency lowering, smoke or heat sensors and related controls, and any underground wiring, piping and/or jack cylinder casing. **MOTOR GENERATORS ARE NO LONGER COVERED**

Pre-existing Conditions: Due to the condition of the following existing equipment, if repair or replacement becomes necessary, the Owner will reimburse the Company on a time and material basis to repair or replace these items.

3. SAFETY TESTS:

Company shall perform all annual and five-year full-load safety tests in accordance with the latest ASME A17.1 Safety Codes for Elevators and Escalators adopted by the Kentucky Building Code. 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

4. CONDITIONS OF AGREEMENT:

The Parties hereto recognize that with the passage of time, equipment technology and designs will change. Company shall not be required to install new attachments or improve the equipment or operation from those conditions existing as of the effective date of this agreement. Company has the responsibility to make only those adjustments, repairs or replacements required under this agreement which are due to ordinary wear and tear and are disclosed to be reasonably necessary by our examination. Owner agrees to accept Company's judgment as to the means and methods to be used for any corrective work. Company shall not be required to make adjustments, repairs or replacements necessitated by any other cause including, but not limited to, obsolescence, accidents, vandalism, negligence or misuse of the equipment. If adjustments, repairs or replacements are required due to such causes, Owner agrees to pay Company as an extra to this agreement for such work at Company's regular billing rates. Additionally, Company shall not be liable for any claims in excess of the sums paid to Company under the terms of this contract. Company shall not be under any obligations to install new attachments on the elevator which may be recommended or required by insurance companies or by federal, state, municipal or other authorities. Owner shall provide wiring diagrams for the equipment covered by this agreement. No work, service or liability on the part of the Company, other than that specifically listed herein, is included or intended.

5. LIABILITY:

Company assumes no liability for injuries or damage to persons or property except those directly due to Company's act of omissions. Owner's responsibility for injuries or damages to persons or property, while on or about the elevators referred to, is in no way affected by this agreement. Owner agrees to report to Company immediately any conditions of which the Owner may have become aware that may affect the conditions of the elevator equipment. Company shall not be liable for any loss, damage, or delay caused by strikes, lockouts, fire, explosions, thefts, floods, riots, civil commotion, war, malicious mischief, act of God, any other cause beyond the reasonable control of the Company, or in the event, for direct, incidental or consequential damages.

6. 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 becomes necessary, the Company() or the Owner(X) will pay the overtime labor rate. If 24 hour call-backs are not included, but later requested by Owner, Company will absorb the regular time portion and Owner will be charged for the overtime portion only, at Company's current hourly billing rate.

7. PURCHASER'S RESPONSIBILITIES:

Possession or control of the equipment shall remain exclusively that of the Owner, lessee, possessor or custodian. Purchaser's responsibility includes, but is not limited to, instructing or warning passengers in the proper use of the equipment, taking the equipment out of service when it becomes unsafe or operates in a manner that might cause injury to a user, promptly reporting to Company any accidents or any conditions which may need attention and maintaining surveillance of the equipment for such purposes. Purchaser will provide Company unrestricted access to the equipment, and a safe workplace for Company employees. Purchaser will keep the pits and machine rooms clear and free of water and trash and not permit them to be used for storage. Purchaser agrees to not permit others to make changes, adjustments, additions, repairs or replacements to the equipment.

DC Elevator

8. PERIOD OF SERVICE:

The service will be furnished for a period of one(1) year from the 1st day of July, 2019, and thereafter this Agreement will automatically renew itself for additional one(1) year terms unless terminated by thirty (30) days notice prior to each anniversary date, given in writing, by either of the parties hereto. All notices shall be sent by certified mail to the address set forward for the respective parties. Further, Owner agrees to notify Company in writing at least 60 days prior to any change in ownership or management of the building in which elevators are located.

9. COMPENSATION:

The price of this service as hereinabove described is three hundred sixty-nine dollars and 82/100 cents DOLLARS (\$369.82) per month, plus the reasonable cost of any renewals or repairs for which the Company is not liable under this Agreement, payable on or before the 15th of each month upon presentation of invoice. This charge is subject to reconsideration and adjustment at the end of each twelve (12) month period during which this Agreement is in force, any such adjustment to be based on the prevailing labor cost and materials at that time.

This agreement will evidence our entire understanding with respect to the herein described elevators and any modification thereof will require the written consent of both parties. Owner agrees to services covered under this agreement and accepts our judgment 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: Ronnie Bentley FOR DC ELEVATOR COMPANY

ACCEPTED THIS 1st DAY OF July, 2019,

FOR: FLOYD CO. 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: _____



FULL MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 1ST day of July, 2019, by and between
FLOYD CO. BOARD OF EDUCATION
City of PRESTONSBURG, County of FLOYD, 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 PRESTONSBURG HIGH
140 CLARK DR
PRESTONSBURG KY 41653
County of FLOYD

NO. OF ELEVATORS & TYPE
ONE(1) PASSENGER

MANUFACTURER
DOVER

CERTIFICATE NO.
13387

1. COMPLETE MAINTENANCE:

Complete maintenance provides for and includes the following:

(a) **Generally.** Company shall maintain all of the elevator equipment as hereinafter described, on the terms and conditions subsequently set forth, using trained men directly employed and supervised by the Company. These men will be qualified to keep the equipment properly adjusted and will use all reasonable care to maintain the elevators in safe and operating condition.

conditions warrants, repair or replace the machine, motor, generator and controller parts, microcomputers, including worms, gears, thrusts bearings, brake magnet coils, brake shoes, brushes, windings, commutators, rotating elements, coils, contacts, resistors, magnet frames, selector cables, tapes, sheaves, mechanical components, lamps for push buttons, position indicators, car direction indicators, car counterweight, deflector, compensating and governor tension sheaves, car and counterweight buffers and limit switches, plungers, packing, pumping plants, tanks, above-ground piping, and operating valves.

(b) **Guide Rails.** Company shall keep guide rails properly lubricated at all times. When necessary, Company shall replace car and/or counterweight guide shoes, guide shoe inserts and/or guide rollers to assure smooth, quiet operation.

(c) **Safety Devices.** Company shall periodically examine all safety devices and governors for proper operation. Repair or replace, when conditions warrants, the governor and/or integral parts as needed. Repair or replace car safety mechanisms and load weighing devices.

(d) **Wire Ropes and Conductor Cables.** Company shall examine, adjust tension, lubricate and/or renew all wire ropes as often as necessary to maintain an adequate factor of safety, and repair or replace conductor cables and hoistway and machine room wiring as often as necessary.

(e) **Hall and Car Doors.** Company shall regularly examine, adjust, clean, lubricate, and when conditions warrants, repair or replace door operators, car and hall door hangers, rollers, contacts, interlocks, bottom door guides, and door protective devices.

2. EXCLUDED ITEMS:

The following items of elevator equipment or services are not covered by this agreement. The cleaning, refinishing, repair or replacement of any component of the car enclosure, including but not limited to: wall panels, door panels, sills, car gates, ceiling frames or light diffusers, light fixtures, light bulbs, fans, handrails, flooring or sub-floor, cover plates for operations stations, proprietary devices/components, communications systems, phones, hoistway, hoistway doors and frames, sills, gates, mainline disconnect switches, mainline fuses, emergency power plant, emergency car light and all batteries including those for emergency lowering, smoke or heat sensors and related controls, and any underground wiring, piping and/or jack cylinder casing. **MOTOR GENERATORS ARE NO LONGER COVERED**

Pre-existing Conditions. Due to the condition of the following existing equipment, if repair or replacement becomes necessary, the Owner will reimburse the Company on a time and material basis to repair or replace these items:

3. SAFETY TESTS:

Company shall perform all annual and five-year full-load safety tests in accordance with the latest ASME A17.1 Safety Codes for Elevators and Escalators adopted by the Kentucky Building Code. 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

4. CONDITIONS OF AGREEMENT:

The Parties hereto recognize that with the passage of time, equipment technology and designs will change. Company shall not be required to install new attachments or improve the equipment or operation from those conditions existing as of the effective date of this agreement. Company has the responsibility to make only those adjustments, repairs or replacements required under this agreement which are due to ordinary wear and tear and are disclosed to be reasonably necessary by our examination. Owner agrees to accept Company's judgment as to the means and methods to be used for any corrective work. Company shall not be required to make adjustments, repairs or replacements necessitated by any other cause including, but not limited to, obsolescence, accidents, vandalism, negligence or misuse of the equipment. If adjustments, repairs or replacements are required due to such causes, Owner agrees to pay Company as an extra to this agreement for such work at Company's regular billing rates. Additionally, Company shall not be liable for any claims in excess of the sums paid to Company under the terms of this contract. Company shall not be under any obligations to install new attachments on the elevator which may be recommended or required by insurance companies or by federal, state, municipal or other authorities. Owner shall provide wiring diagrams for the equipment covered by this agreement. No work, service or liability on the part of the Company, other than that specifically listed herein, is included or intended.

5. LIABILITY:

Company assumes no liability for injuries or damage to persons or property except those directly due to Company's act of omissions. Owner's responsibility for injuries or damages to persons or property, while on or about the elevators referred to, is in no way affected by this agreement. Owner agrees to report to Company immediately any conditions of which the Owner may have become aware that may affect the conditions of the elevator equipment. Company shall not be liable for any loss, damage, or delay caused by strikes, lockouts, fire, explosions, thefts, floods, riots, civil commotion, war, malicious mischief, act of God, any other cause beyond the reasonable control of the Company, or in the event, for direct, incidental or consequential damages.

6. 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 becomes necessary, the Company() or the Owner(X) will pay the overtime labor rate. If 24 hour call-backs are not included, but later requested by Owner, Company will absorb the regular time portion and Owner will be charged for the overtime portion only, at Company's current hourly billing rate.

7. PURCHASER'S RESPONSIBILITIES:

Possession or control of the equipment shall remain exclusively that of the Owner, lessee, possessor or custodian. Purchaser's responsibility includes, but is not limited to, instructing or warning passengers in the proper use of the equipment, taking the equipment out of service when it becomes unsafe or operates in a manner that might cause injury to a user, promptly reporting to Company any accidents or any conditions which may need attention and maintaining surveillance of the equipment for such purposes. Purchaser will provide Company unrestricted access to the equipment, and a safe workplace for Company employees. Purchaser will keep the pits and machine rooms clear and free of water and trash and not permit them to be used for storage. Purchaser agrees to not permit others to make changes, adjustments, additions, repairs or replacements to the equipment.

DC Elevator

8. PERIOD OF SERVICE:

The service will be furnished for a period of one(1) year from the 1st day of July, 2019, and thereafter this Agreement will automatically renew itself for additional one(1) year terms unless terminated by thirty (30) days notice prior to each anniversary date, given in writing, by either of the parties hereto. All notices shall be sent by certified mail to the address set forward for the respective parties. Further, Owner agrees to notify Company in writing at least 60 days prior to any change in ownership or management of the building in which elevators are located.

9. COMPENSATION:

The price of this service as hereinabove described is one hundred eighty-four dollars and 30/100 cents DOLLARS (\$184.30) per month, plus the reasonable cost of any renewals or repairs for which the Company is not liable under this Agreement, payable on or before the 15th of each month upon presentation of invoice. This charge is subject to reconsideration and adjustment at the end of each twelve (12) month period during which this Agreement is in force, any such adjustment to be based on the prevailing labor cost and materials at that time.

This agreement will evidence our entire understanding with respect to the herein described elevators and any modification thereof will require the written consent of both parties. Owner agrees to services covered under this agreement and accepts our judgment 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: Ronnie Bentley FOR DC ELEVATOR COMPANY

ACCEPTED THIS 1st DAY OF July, 2019,

FOR: FLOYD CO. 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: _____