

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11-03-2017

Contract/Lease Control #: C12-1993-FM

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: BAGBY ELEVATOR COMPANY, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2012

Expiration Date: 08/30/2022

Description of Contract/Lease: ELEVATOR PROTECTIVE MAINT

Department: FM

Department Monitor: PUCKETT

Monitor's Telephone #: 850-689-5790

Monitor's FAX # or E-mail: JPUCKETT.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

# Bagby®

ELEVATOR COMPANY, INC.

*Custom Elevators Since 1920*

Arthur P. Bagby, III, CEO / President  
Hunter M. Bagby, Executive Vice-President

CONTRACT: C12-1993-FM  
BAGBY ELEVATOR COMPANY, INC.  
ELEVATOR PROTECTIVE MAINT  
EXPIRES: 08/30/2022

September 17, 2021

OKALOOSA COUNTY BBC  
5489 OLD BETHEL ROAD  
CRESTVIEW, FL 32536-5512

Account #: FWBRAB01A

Dear PAM BAGGETT,

This letter is to provide notice that the price charged for your protective elevator maintenance service will be adjusted to \$456.05 QUARTERLY. This price will be reflected in your next maintenance invoice.

The purpose of such price adjustments is to increase or decrease the maintenance billing rate based on the changes in the price of field labor and materials (if applicable).

If you have any questions regarding this adjustment or anything else, do not hesitate to contact us at (800) 228.7544 to speak with your sales representative.

Thank you for your business; Bagby Elevator truly appreciates it.

Sincerely,

Bagby Elevator Company, Inc

*"Proud to be an American company since 1920"*

**BRANCH  
ELEVATOR SALES  
and  
SERVICE**

ALABAMA

LOUISIANA

FLORIDA

MISSISSIPPI

GEORGIA

TENNESSEE

TEXAS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/7/2021

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 have **ADDITIONAL INSURED** provisions or 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> Cobbs Allen 115 Office Park Drive, Suite 200 Birmingham AL 35223	<b>CONTACT NAME:</b> Susan Gore <b>PHONE (A/C, No, Ext):</b> 205-874-1305 <b>E-MAIL ADDRESS:</b> sgore@cobbsallen.com	<b>FAX (A/C, No):</b> 205-414-8105	
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Bagby Elevator Co., Inc. P.O. Box 320919 Birmingham AL 35232	<b>INSURER A:</b> Landmark American Ins Co		<b>NAIC #</b> 33138
	<b>INSURER B:</b> Phoenix Ins Co		25623
	<b>INSURER c:</b> Charter Oak Fire		25615
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 1995014624

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	LHA112744	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SIR \$ 25,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		8103P710768	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		LHN092223	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
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	UB3P68281A	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Okaloosa County BBC is Additional Insured to the extent, if any, provided for by written contract with insured. Provision of such certificate shall not expand, abridge or alter any indemnification, defense or hold harmless duties, if any, contained in any such contract(s) nor cause a duty on the part of insurer(s) or insured beyond that provided for by contract. Waiver of Subrogation applies in favor of Okaloosa County BBC as respects to Workers Compensation as required by written contract and allowable by law.

**CONTRACT#: C12-1993-FM**  
**BAGBY ELEVATOR COMPANY, INC.**  
**ELEVATOR PROTECTIVE MAINT.**  
**EXPIRES: 08/30/2022**

CERTIFICATE HOLDER

CANC

Okaloosa County BBC  
 5489 Old Bethel Road  
 Crestview, FL 32536

SHO THE ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

# Bagby

ELEVATOR COMPANY, INC.

*Custom Elevators Since 1920*

Arthur P. Bagby, III, CEO / President  
Hunter M. Bagby, Executive Vice-President

September 18, 2020

PAM BAGGETT  
OKALOOSA COUNTY BBC  
5489 OLD BETHEL ROAD  
CRESTVIEW, FL 32536-5512

Account #: FWBRAB01A

Dear PAM BAGGETT,


This letter is to provide notice that the price charged for your protective elevator maintenance service will be adjusted to \$428.22 QUARTERLY. This price will be reflected in your next maintenance invoice.

The purpose of such price adjustments is to increase or decrease the maintenance billing rate based on the changes in the price of field labor and materials (if applicable).

If you have any questions regarding this adjustment or anything else, do not hesitate to contact us at (800) 228.7544 to speak with your sales representative.

Thank you for your business; Bagby Elevator truly appreciates it.

Sincerely,



Sawyer L. Hicks  
Bagby Elevator Company, Inc  
Service & Construction Coordinator

CONTRACT#: C12-1993-FM  
BAGBY ELEVATOR COMPANY, INC.  
ELEVATOR PROTECTIVE MAINTENANCE  
EXPIRES: 08/30/2022

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**BRANCH  
ELEVATOR SALES  
and  
SERVICE**

ALABAMA

LOUISIANA

FLORIDA

MISSISSIPPI

GEORGIA

TENNESSEE

TEXAS



CONTRACT/LEASE RENEWAL FORM

Contract # C12-1993-FM
BAGBY ELEVATOR COMPANY, INC.
ELEVATOR PROTECTIVE MAINT
EXPIRES: 08/30/2022

Date: September 1, 2017
Company Bagby Elevator Company, INC
Attn: Arthur P. Bagby
P.O. Box 320919
Birmingham,AL 35232-0919
RE: Contract Renewal

Dear Arthur P. Bagby

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C12-1993-FM for an additional term. The contract renewal period will be Sep 1, 2017 to Aug 30,2022. The annual budgeted amount for this contract is \$1601.60. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

Dept. Director Signature: [Signature]

Date: [Date]

Approved By: [Signature] (as prescribed below on item 1)

Date: [Date]

Approved By: [Signature] (as prescribed below on item 1)

Date: [Date]

AUTHORIZED COMPANY REPRESENTATIVE

Contractor: Bagby Elevator Co., Inc

Approved By: [Signature]

Title: Executive V.P./Secretary

Date: 10-18-17

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K and less, County Administrator <\$50K and less or Board >\$50K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
2) Keep a copy of this form for your records.
3) Send original to Purchasing Services Coordinator.
If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.

## EXHIBIT B

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: OCTOBER 10, 2012

Contract/Lease Control #: C12-1993-FM

Bid #: NA Contract/Lease Type: AGREEMENT

Award To/Lessee: BAGBY ELEVATOR COMPANY, INC.

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 10/01/2012

Expiration Date: 09/30/2017

Description of Contract/Lease: ELEVATOR PROTECTIVE MAINT. @ BRACKIN BUILDING

Department Manager: FM

Department Monitor: TURNER

Monitor's Telephone #: 689-5790

Monitor's FAX # OR E-Mail: DTURNER@CO.OKALOOSA.FL.US

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

REMARKS:

Cc: Finance Dept Contracts & Grants Division

C12-1993-FM

ELEVATOR COMPANY, INC.

# Bagby

Custom Elevators Since 1920

Arthur P. Bagby, III, CEO / President  
Hunter M. Bagby, Executive Vice-President

CONTRACT#: C12-1993-FM  
BAGBY ELEVATOR COMPANY, INC.  
ELEVATOR PROTECTIVE MAINT  
EXPIRES: 08/30/2022

September 24, 2019

OKALOOSA COUNTY BBC  
5489 OLD BETHEL ROAD  
CRESTVIEW, FL 32536-5512

Account #: FWBRAB01A

Dear PAM BAGGETT,

This letter is to provide notice that the price charged for your protective elevator maintenance service will be adjusted to \$419.82 quarterly. This price will be reflected in your next maintenance invoice.

The purpose of such price adjustments is to increase or decrease the maintenance billing rate based on the changes in the price of field labor and materials (if applicable).

If you have any questions regarding this adjustment or anything else, do not hesitate to contact us at (800) 228.7544 to speak with your sales representative.

Thank you for your business; Bagby Elevator truly appreciates it.

Sincerely,

*Sawyer L. Hicks*

Sawyer L. Hicks  
Bagby Elevator Company, Inc  
Service & Construction Coordinator

*"Proud to be an American company since 1920"*

BRANCH  
ELEVATOR SALES  
and  
SERVICE

ALABAMA

LOUISIANA

FLORIDA

MISSISSIPPI

GEORGIA

TENNESSEE

TEXAS





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/19/2018

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 have ADDITIONAL INSURED provisions or 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> Cobbs Allen 115 Office Park Drive, Suite 200 Birmingham AL 35223	<b>CONTACT NAME:</b> Susan Gore <b>PHONE (A/C, No, Ext):</b> 205-874-1305 <b>E-MAIL ADDRESS:</b> sgore@cobbsallen.com	<b>FAX (A/C, No):</b> 205-414-8105
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Bagby Elevator Co., Inc. P.O. Box 320919 Birmingham AL 35232	<b>INSURER A:</b> Liberty Insurance Corporation <b>NAIC #</b> 42404	
	<b>INSURER B:</b> Liberty Mutual Fire Insurance <b>23035</b>	
	<b>INSURER C:</b> Landmark American Ins Co <b>33138</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 325843119      **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 SUBR INSD   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		LHA111888	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		AS2291453369029	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		LHN084967	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<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 <input checked="" type="checkbox"/> N    N/A	WC2Z91453369049	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Okaloosa County BBC is Additional Insured to the extent, if any, provided for by written contract with insured. Provision of such certificate shall not expand, abridge or alter any indemnification, defense or hold harmless duties, if any, contained in any such contract(s) nor cause a duty on the part of insurer(s) or insured beyond that provided for by contract.

**CONTRACT#: C12-1993-FM**  
**BAGBY ELEVATOR COMPANY, INC.**  
**ELEVATOR PROTECTIVE MAINT**  
**EXPIRES: 08/30/2022**

**CERTIFICATE HOLDER**

Okaloosa County BBC  
5489 Old Bethel Road  
Crestview FL 32536

**CANCEL**

SHOULD THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**  
*[Signature]*



# Bagby

CONTRACT#: C12-1993-FM  
BAGBY ELEVATOR COMPANY, INC.  
ELEVATOR PROTECTIVE MAINT  
EXPIRES: 08/30/2022

September 27, 2018

OKALOOSA COUNTY BBC  
PAM BAGGETT  
5489 OLD BETHEL ROAD  
CRESTVIEW, FL 32536-5512

Account #: FWBRAB01A

Dear PAM BAGGETT,

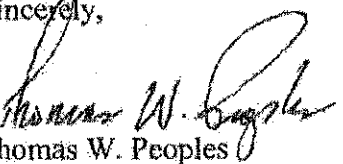
This letter is to provide notice that the price charged for your protective elevator maintenance service will be adjusted to \$413.21 quarterly. This price will be reflected in your next maintenance invoice.

The purpose of such price adjustments is to increase or decrease the maintenance billing rate based on the changes in the price of field labor and materials (if applicable).

If you have any questions regarding this adjustment or anything else, do not hesitate to contact us at (800) 228.7544 to speak with your sales representative.

Thank you for your business; Bagby Elevator truly appreciates it.

Sincerely,

  
Thomas W. Peoples  
Bagby Elevator Company, Inc  
Operations & Sales Department

*"Proud to be an American company since 1920"*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/14/2017

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> Cobbs Allen 115 Office Park Drive, Suite 200 Birmingham AL 35223	<b>CONTACT NAME:</b> Susan Gore <b>PHONE (A/C, No, Ext):</b> 205-874-1305 <b>E-MAIL ADDRESS:</b> sgore@cobbsallen.com	<b>FAX (A/C, No):</b> 205-414-8105
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Bagby Elevator Co., Inc. P.O. Box 320919 Birmingham AL 35232	<b>INSURER A :</b> Liberty Insurance Corporation <b>NAIC #</b> 42404	
	<b>INSURER B :</b> Liberty Mutual Fire Insurance <b>23035</b>	
	<b>INSURER C :</b> Landmark American Ins Co <b>33138</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 792750530      **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		LHA111424	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AS2Z91453369028	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		LHN081452	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N    N/A	WC2Z91453369048	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Okaloosa County BBC is Additional Insured to the extent, if any, provided for by written contract with insured. Provision of such certificate shall not expand, abridge or alter any indemnification, defense or hold harmless duties, if any, contained in any such contract(s) nor cause a duty on the part of insurer(s) or insured beyond that provided for by contract.

**Contract # C12-1993-FM**  
**BAGBY ELEVATOR CO., INC.**  
**ELEVATOR PROTECTIVE MAINT**  
**EXPIRES: 08/30/2022**

*C12-1993-FM*

CERTIFIC

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Okaloosa County BBC  
5489 Old Bethel Road  
Crestview FL 32536

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/15/2016

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> Cobbs Allen 115 Office Park Drive, Suite 200 Birmingham AL 35223	<b>CONTACT NAME:</b> Kathy A. Cranford, CIC
	<b>PHONE (A/C, No, Ext):</b> 205-874-1296 <b>FAX (A/C, No):</b> 205-414-8105 <b>E-MAIL ADDRESS:</b> kcranford@cobbsallen.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Landmark American Ins Co	<b>NAIC #</b>
<b>INSURER B:</b> Liberty Insurance Corporation	42404
<b>INSURER C:</b> Liberty Mutual Fire Insurance	23035
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 1977837055      **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/SUBR INSD/ WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		LHA110941	1/1/2017	1/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AS7Z91453369027	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		LHN077826	1/1/2017	1/1/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N    N/A	WC2Z91453369047	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Okaaloosa County BBC is Additional Insured to the extent, if any, provided for by written contract with insured. Provision of such certificate shall not expand, abridge or alter any indemnification, defense or hold harmless duties, if any, contained in any such contract(s) nor cause a duty on the part of insurer(s) or insured beyond that provided for by contract.

Contract # C12-1993-FM  
BAGBY ELEVATOR COMPANY, INC.  
ELEVATOR PROTECTIVE MAINT @ BRACKIN BLDG  
EXPIRES: 08/30/2022

**C12-1993-FM**

CERTIFICATE HOLDER

ATION

Okaaloosa County BBC  
5489 Old Bethel Road  
Crestview FL 32536

**C12-1992-FM**

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

# Bagby®

C12-1993-FM

**ELEVATOR COMPANY, INC.**

P.O. Box 320919

Birmingham, AL 35232-0919

Ph: 205.591.4245 ◊ Fax: 205.591.4250

*Custom Elevators Since 1920*

**Arthur P. Bagby, III, CEO / President**

**Hunter M. Bagby, Executive Vice-President**

September 26<sup>th</sup>, 2016

Okaloosa County BBC  
A/P  
5489 Old Bethel Road  
Crestview, FL 32536

**CONTRACT # C12-1993-FM  
BAGBY ELEVATOR COMPANY, INC.  
ELEVATOR PROTECTIVE MAINT. @ BRACKIN BLDG  
EXPIRES: 9/30/2017**

Account #: FWBRAB01A-Brackin Bldg.

Dear Valued Customer:


This letter is to provide notice that the price charged for your protective elevator maintenance service will be adjusted to \$400.40 per quarter. This price will be reflected in your next maintenance invoice.

The purpose of such price adjustments are to increase or decrease the maintenance billing rate based on the changes in the price of field labor and materials (if applicable).

If you have any questions regarding this adjustment or anything else, do not hesitate to contact us at (800) 228.7544 to speak with your sales representative.

Thank you for your business; Bagby Elevator truly appreciates it.

Sincerely,

  
Thomas W. Peoples  
Bagby Elevator Company, Inc  
Operations & Sales Department

**BRANCH  
ELEVATOR SALES  
and  
SERVICE**

*"Proud to be an American company since 1920"*

ALABAMA

LOUISIANA

FLORIDA

MISSISSIPPI

GEORGIA

TENNESSEE

TEXAS



**NOTEPAD:**

HOLDER CODE **OKALO10**  
INSURED'S NAME **Bagby Elevator Co., Inc.**

**BAGBY-6**  
OP ID: **KP**

PAGE 2  
Date **12/14/2015**

hold harmless duties, if any, contained in any such contract(s) nor cause  
a duty on the part of insurer(s)  
or insured beyond that provided for by contract.

**Arthur P. Bagby, III, CEO / President**

**Hunter M. Bagby, Executive Vice-President**

September 30<sup>th</sup>, 2013

Okaloosa County BBC  
5489 Old Bethel Road  
Crestview, FL 32536

**CONTRACT # C12-1993-FM**  
**BAGBY ELEVATOR COMPANY, INC.**  
**ELEVATOR PROTECTIVE MAINT. @ BRACKIN BLDG**  
**EXPIRES: 09/30/2017**

Re: Account #: FWBRAB01A-Brackin Bldg.

Dear Valued Customer:

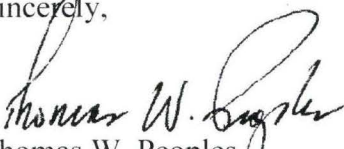
This letter is to provide notice that the price charged for your protective elevator maintenance service will be adjusted to \$395.46 per quarter. This price will be reflected in your next maintenance invoice.

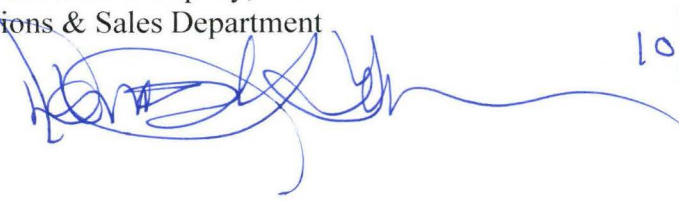
The purpose of such price adjustments are to increase or decrease the maintenance billing rate based on the changes in the price of field labor and materials (if applicable).

If you have any questions regarding this adjustment or anything else, do not hesitate to contact us at ( 800 ) 228.7544 to speak with your sales representative.

Thank you for your business; Bagby Elevator truly appreciates it.

Sincerely,

  
Thomas W. Peoples  
Bagby Elevator Company, Inc  
Operations & Sales Department

 10/16/2013

“PROUD TO BE AN AMERICAN COMPANY SINCE 1920”

**BRANCH  
ELEVATOR SALES  
and  
SERVICE**

ALABAMA

LOUISIANA

FLORIDA

MISSISSIPPI

GEORGIA

TENNESSEE

TEXAS





ELEVATOR COMPANY, INC.

EM& PROTECTIVE MAINTENANCE

OKALOOSA COUNTY BBC
5489 OLD BETHEL RD.
CRESTVIEW, FL. 32536
(Hereinafter called Customer, you).

CONTRACT # C12-1993-FM
BAGBY ELEVATOR COMPANY, INC.
ELEVATOR PROTECTIVE MAINT. @ BRACKIN BLDG
EXPIRES: 09/30/2017

Bagby Elevator Company, Inc. (hereinafter called the Company, Bagby, we) proposes to furnish its maintenance service, as described herein, on the following:

ONE ( 1 ) - THREE (3) STOP HYDRAULIC PASSENGER ELEVATOR

located at: Brackin Bldg. 302 N. Wilson St. Crestview, Fl.

- Under this Contract, Bagby's trained personnel will maintain the elevator equipment as hereinafter described, on the terms and conditions subsequently set forth.
Bagby will adjust, clean, lubricate, furnish lubricants and hydraulic oil, and when conditions warrant, repair or replace:

MACHINE, MOTOR, GENERATOR AND CONTROLLER PARTS

including

Worms, Gears, Thrusts, Bearings, Brake Magnet Coils, Brake shoes, Brushes, Windings, Commutators, Rotating Elements, Coils, Contacts, Resistors, Magnet Frames, Valves, Pistons, Piston Packing, Pump and other mechanical parts, Hall and Car Button Stations, Hall Lanterns, Position Indicators, Car and Hall Register Lights, Door Guides, Door Hangers, Door Interlocks and Door Operating Equipment.

- Bagby will keep the Guide Rails properly lubricated at all times except where roller guides are used, and when necessary, renew guide shoe gibs or guide rollers in order to assure smooth and quiet operation.
Bagby will periodically examine all safety devices and governors, and equalize the tension on all hoisting ropes.
Bagby will renew all wire ropes as often as necessary to maintain an adequate factor of safety, and repair and/or replace conductor cables.
Bagby will also examine, lubricate, adjust, repair and/or replace the following accessory equipment:
Bagby will correct any failures which take any Unit out of service as soon as is practicable. However, in the event a Unit is out of service for more than two (2) regular Company workdays from the day we receive notification of the failure, the Customer may request that Bagby credit the Customer in the following month, the amount of the monthly maintenance payment allocable to the Unit, prorated for the period the Unit was out of service beyond such time. The receipt of credits as set forth hereinabove will be Customer's exclusive remedy in the event of a failure taking a Unit out of Service for more than two (2) regular Bagby working days. This provision shall not apply to pre-scheduled repairs, or repairs delayed for any cause excused elsewhere in the Contract.
The following items of elevator equipment are not included in this contract:
Cab, car doors, car flooring, car lights, emergency lighting, telephones and all related equipment, door frame, sills and hatch doors, A.C. service feeders and disconnect switches, fuses, intercoms, underground or unexposed jack assembly and underground, embedded, or unexposed piping, flex hoses, heat sensors, smoke sensors or safety signaling equipment or other instructions or warnings in connection with use by passengers (if applicable).
It is mutually agreed that Bagby shall not be under any obligation hereunder to make any renewals, repairs or replacements except those incidental to the normal wear and tear of the elevator equipment and that Bagby is not required under this contract to make renewals, repairs or replacements arising from or involving environmental conditions, power surges, water damage, fire, vandalism, negligence (other than that of Bagby), obsolescence, accident or misuse of machinery or car, work by others, or other similar or dissimilar causes beyond Bagby's control. Bagby shall not be required to make safety tests, nor to install new attachments on the elevator equipment whether or not recommended or directed by Insurance Companies, or Government, State, Municipal, or other authorities, nor to make any replacements with parts of a different design. If Customer requests and receives services for "non-covered" elevator equipment or work excluded under the Contract, Customer will compensate Bagby at the applicable regular or overtime rate for such work.

Handwritten initials 'WB'

- Bagby will perform annually a no load safety test and once every five years, a full load safety test.
- The Customer agrees to supply the company with all electrical drawings and wiring schematics, or proprietary equipment relating to the equipment covered by this contract.
- Services under this contract shall be performed during regular working hours on regular working days except as follows:  
Emergency call back service between regular inspections during regular working hours of the elevator trade is provided in this contract.

- If overtime work not included in this contract is requested by Customer covering examinations, repairs, or emergency minor callback services, or if Customer requests that services under this contract be performed at other than regular working hours on regular working days, the Company will absorb the regular time portion of each overtime hour worked (at Bagby's standard billing rates). Travel time in addition to hours on the job will be billable to Customer at these rates. Customer shall pay only the double-time portion of each hour worked at the appropriate overtime billing rate. Hourly labor rates for overtime or regular time are available upon request. The foregoing credit for the regular time portion of work is inapplicable where the work arises from environmental conditions, power surges, water damage, fire, vandalism, negligence, obsolescence, accident or misuse of machinery or car, work by others, or other similar or dissimilar causes beyond Bagby's control.

- Services will be furnished hereunder for a period of **five (5) year(s)**, beginning Oct 1, 2012 (the "Commencement Date"), at the price herein named, and will continue until terminated as provided herein. This agreement shall automatically renew for additional periods of **five (5) year(s)** each, unless either party provides prior written notice to the other party of its intent to terminate the agreement at the end of the original **five (5) year** period, or at the end of any subsequent **five (5) year** period, said written notice via certified mail must be received by the other party no later than ninety days prior to the end of the then current **five (5) year** period.

- For the service provided hereunder, Customer shall pay to the Company the sum of **Three Hundred Ninety Dollars & 00/100 (\$390.00)**, per quarter payable upon presentation of invoice. Customer shall pay an addition to the price herein quoted amount of any tax based on sales made hereunder, imposed by any law enacted after the date of this proposal. The foregoing price shall be adjusted in the following manner as of the anniversary of the commencement date ("Adjustment Date"):

(1) 25% of the contract price shall be increased or decreased by the percentage of increase or decrease shown be the index of "Wholesale Commodity Prices for Metals and Metal Products" published by the U.S. Department of Labor, Bureau of Statistics, published as of the month within which the yearly adjustment date falls, as compared with the rate on the Commencement Date.

(2) 75% of the contract price shall be increased or decreased by the percentage of increase or decrease in the straight time hourly rate for elevator examiners, in the locality where the equipment is to be maintained on the yearly adjustment date as compared with the rate on the Commencement Date.

For the purpose of this contract and subsequent adjustments, the straight time hourly rate for elevator examiners shall equal actual hourly rate paid to the elevator examiners plus fringe benefits granted in lieu of, or in addition to, hourly rate increases. Fringe benefits include, but are not limited to, pensions, vacations, paid holidays, group life insurance, hospitalization insurance, F.I.C.A., S.U.I. and Worker's Compensation.

(3) The adjustment in price resulting from the above price adjustment provisions shall not increase the contract price to more than the maximum price permitted by any applicable, legally issued government regulation in force on the date that the adjustment becomes effective. In the event retroactive pay or fringe increases are incurred, the contract rice will be prorated without regard to the yearly adjustment date.

- Payments in the frequency and amount set forth above are due on or before the last day of the month prior to the billing period, beginning on the Commencement Date.

Payment will be made via \_\_\_\_\_. Where applicable, to enable Bagby to process direct debit payments, Customer agrees to provide a copy of a voided check from Customer's business bank account.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, Customer shall pay to Bagby any future applicable tax imposed on Bagby, Bagby's suppliers or Customer in performance of the work described.

Customer agrees to pay a late charge from the date such sums becomes due of one and one-half percent (1.5%) per month, or the highest amount allowed by law in the locality where the equipment is located, whichever is less, on any balance past due for more than thirty (30) days, together with all costs of collection, (including, but not limited to Attorney's Fees, Court Costs, Filing Fees) incurred by Bagby to collect overdue amounts. Bagby reserves the right to discontinue this service at any time, without notice, in the event that payments have not been made when due. Where applicable, the Customer does further waive any constitutional, statutory, or common law property exemptions.

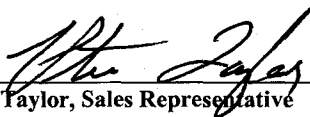
VB

- If the Customer breaches a term of this agreement resulting in the discontinuance of the agreement by Bagby before the end of the stated term or if Customer fails to honor this agreement for the stated term, Customer agrees to pay Company liquidated damages equal in amount to eighty (80%) percent of the Monthly Agreement Price without regard to future annual adjustments as hereinabove provided, times the number of months remaining for the unexpired term of the Contract. It is agreed that the liquidated damages herein provided is a reasonable estimate of the damages to be sustained by Company for the failure of the Customer to honor the terms of this agreement for the term stated.
- The Customer does hereby consent to having this agreement construed under and in accordance with the laws of the State of Alabama and to the venue and jurisdiction of any proceeding or lawsuit under this agreement to be in the State Courts in Jefferson County, Alabama. In states requiring notice prior to filing a lien, this notice requirement is hereby complied with.
- The Customer shall at all times and at its own cost, maintain comprehensive bodily injury and property damage insurance, including bodily injury and property damage caused by the ownership, use or operation of the equipment described herein.
- **INDEMNITY:** In consideration of the above described services at the above named price, customer shall protect, defend, exonerate, indemnify and hold harmless Bagby, and its directors, officers, agents, employees and assigns from and against all claims or actions, and all expenses incidental to the defense of any such claims or actions, based upon or arising out of damage or injury (including death) to persons or property caused by, related to, or sustained in connection with the work performed under this contract or the vertical equipment covered under this contract. Customer agrees to provide company with competent counsel of company's own choosing. The foregoing indemnification and hold harmless agreement shall apply regardless of the actual or alleged sole, joint or contributory negligence on the part of an indemnified party. Customer shall not be required to indemnify Company for its sole gross negligence. The obligations under this paragraph shall survive the earlier termination of this agreement.
- Customer agrees that if any unit is malfunctioning or is in a dangerous condition, then Customer will immediately notify Bagby by using the 24 hour service line. Until the problem is corrected, Customer agrees to remove the unit from service and to take all necessary precautions to prevent access or use of the unit while it is malfunctioning or in a dangerous condition.
- It is agreed that Bagby does not assume possession or control of any part of the Units, that such remains the Customer's solely as owner, lessee, or agent of the owner or lessee, and that the Customer is solely responsible for all requirements imposed by any federal, state or local law, ordinance or regulation. The Customer agrees to give the Company ready access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials and excessive debris. The Customer agrees to provide a safe workplace for Company and to remove any waste or hazardous materials in accordance with applicable laws and regulations. The Customer agrees to maintain a maximum temperature of 85 degrees Fahrenheit in the elevator equipment room on all microprocessor controlled elevators.
- Customer agrees to properly post, maintain, and preserve any and all instructions or warnings to passenger in connection with the use of these units.
- Those elevators described in this contract provided with fire fighter service are required by law to be subjected to a test of the special emergency service and a written record kept of the findings. The Customer agrees to be responsible for performing, and keeping a record of, the monthly test of the fire fighter service as required by applicable code.
- If any part delivered hereunder incorporates computer software, the Customer agrees that the transaction is not a sale of such software but merely a license to use such software solely for operating the Unit(s) for which such part was provided. Accepting delivery of such part, the Customer agrees not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the Units(s) in which such part is installed, provided that the Customer informs Bagby of such transfer and the transferee agrees to abide by the above license terms.
- Bagby shall not be held responsible or liable for any loss, damage, detention, or delay caused by accidents, labor troubles, strikes, lockouts, fire, flood, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its control, or in any event for consequential damages. No work, service or liability on the part of the Company, other than that specifically mentioned herein, is included or intended.
- The Customer understands that Bagby will supply personnel, material, and resources to Customer, the costs of which must be prorated over the course of the contract term. For that reason, in the event of the sale, lease, or other transfer of the ownership of the equipment described herein, or the premises in which it is located, Customer agrees to see that such purchaser is made aware of this Agreement and assumes and agrees to be bound by the terms of the Agreement.

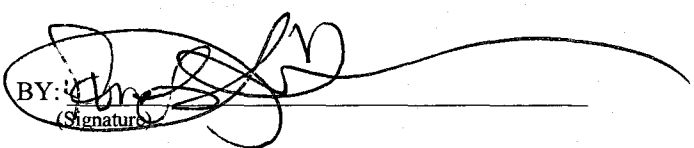
V3

- The Customer hereby appoints the Company as special agent, authorized to act for the Customer in matters concerning elevator maintenance and repair. Specifically, Bagby is authorized to act as a special agent on the Customer's behalf when purchasing parts necessary to honor the maintenance contract. The Customer authorizes Bagby, as special agent for the Customer, to execute, at Bagby's expense, any legal action required to obtain the necessary parts. This contract creates a principal/agent relationship. It is not intended to constitute an employee/independent contractor relationship. The Customer shall retain control of the manner in which the Company may represent the Customer as its agent. Bagby's term as agent is for the duration of the maintenance contract.
- This contract shall constitute the entire agreement with respect to elevator service to be rendered by Bagby to Customer. No agent or employee shall have the authority to waive any clause of this contract. In the event the Customer's acceptance is in the form of a Purchase Order or other kind of document, the provisions, terms, and conditions of this Preventive Maintenance Agreement shall govern in the event of Conflict.
- This proposal does not constitute a contract or supersede the terms of any prior agreement until a copy is executed by both parties is returned to the Company and approved by an Executive Officer of Bagby Elevator Company, Inc. All prior representations or agreements, whether written or verbal, not incorporated herein are superseded, and no changes in or additions to this agreement will be recognized unless made in writing and signed by both the Customer and an Executive Officer of Bagby Elevator Company, Inc. Further, any manual changes to this form will not be effective as to Bagby unless initialed in the margin by an Executive Officer of Bagby Elevator Company, Inc.

**BAGBY ELEVATOR COMPANY, INC.**

BY:   
Steve Taylor, Sales Representative

**OKALOOSA COUNTY BBC**

BY:   
(Signature)

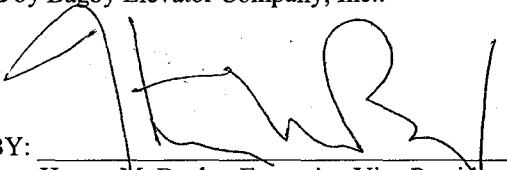
Donald L. Tucker  
(name-typed or printed)

TITLE: \_\_\_\_\_


The foregoing proposal is hereby accepted at the prices and upon the terms and conditions therein stated,

this 10<sup>th</sup> day of October, 2012.

The proposal and contract is hereby accepted by Bagby Elevator Company, Inc.:

BY:   
Hunter M. Bagby, Executive Vice President

DATE: 10-2-12

  
Richard L. Brannon, Purchasing Director

13

# INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement(RE: Brackin Building, one three stop hydraulic passenger elevator maintenance agreement eff. 10/1/12).

Bagby Elevator Company, Inc.  
Bidder's Company Name

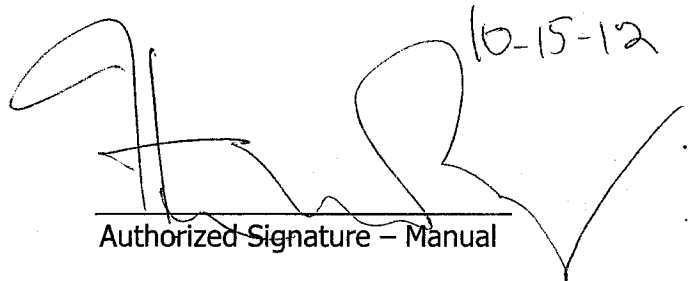
4240 First Ave. S. Birmingham, Al. 35222  
Physical Address

P.O. Box 320919 Birmingham, Al. 35232  
Mailing Address

(205) 591-4245  
Phone Number

(205) 296-3099  
Cellular Number

October 15, 2012  
DATE

 10-15-12  
Authorized Signature - Manual

Hunter Bagby  
Authorized Signature - Typed

Executive Vice President  
Title

(205) 591-4250  
FAX Number

(800) 228-7544  
After-Hours Number(s)

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
10/24/2012

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> Harmon Dennis Bradshaw, Inc. 7115 Halcyon Summit Drive P.O. Box 241667 Montgomery, AL 36124	<b>CONTACT NAME:</b> Julie Faulkner		
	<b>PHONE (A/C, No, Ext):</b> 334 273-7277	<b>FAX (A/C, No):</b> 334 273-9197	
<b>E-MAIL ADDRESS:</b> jfaulkner@hdbinsurance.com			
<b>PRODUCER CUSTOMER ID #:</b>			
<b>INSURED</b> Bagby Elevator Co., Inc. P.O. Box 320919 Birmingham, AL 35232	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Landmark American Insurance Com		
	<b>INSURER B:</b> Liberty Mutual Insurance Compan		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			


**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		LHA108372	01/01/2012	01/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$1,000,000 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 checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Drive Other Car		ASJZ91453369022	01/01/2012	01/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		LHN058796	01/01/2012	01/01/2013	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WCJZ91453369042	01/01/2012	01/01/2013	<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)

Okalooosa County BBC is Additional Insured to the extent, if any, provided for by written contract with insured. Provision of such certificate shall not expand, abridge or alter any indemnification, defense or (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> Okaloosa County BBC 5489 Old Bethel Road Crestview, FL 32536	<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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## DESCRIPTIONS (Continued from Page 1)

hold harmless duties, if any, contained in any such contract(s) nor cause a duty on the part of insurer(s) or insured beyond that provided for by contract.



# Bagby®

ELEVATOR COMPANY, INC.

4240 First Ave South  
Birmingham, AL 35232-0919  
Ph: 205.591.4245 Fax: 205.591.4250  
*Custom Elevators Since 1920*

Arthur P. Bagby, III, CEO / President  
Hunter M. Bagby, Executive Vice-President

October 2, 2012

Attn: Pam Baggett  
Okaloosa County BBC  
5489 Old Bethel Road  
Crestview, FL 32536

Re: Brackin Building

Dear Ms. Baggett:

I would like to take this opportunity to welcome you as the newest member of the Bagby family. Enclosed is a fully executed copy of the contract you signed.

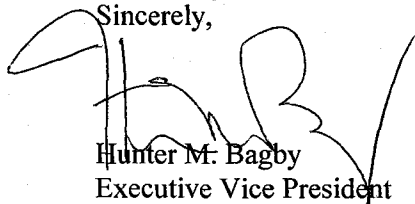
Our customers are the most important asset, and we appreciate the confidence you have placed in Bagby Elevator.

You will be serviced out of our Ft. Walton office. Please know that anyone at the Birmingham Corporate Office is also available to assist you in any way possible. If you have any questions, or would like to give us the opportunity to get to know you, please feel free to call me or any of our staff.

For your convenience, we have a 24 hour manned callback service. You can call 800-228-7544 twenty-four hours a day, 7 days a week to report your elevator issues.

Again, welcome to the Bagby family. We look forward to serving your elevator needs.

Sincerely,



Hunter M. Bagby  
Executive Vice President

"PROUD TO BE AN AMERICAN COMPANY SINCE 1920"

BRANCH  
ELEVATOR SALES  
and  
SERVICE

ALABAMA

LOUISIANA

FLORIDA

MISSISSIPPI

GEORGIA

TENNESSEE

TEXAS