



STATE OF SOUTH CAROLINA

**) ADDENDUM NUMBER ONE
) TO ELEVATOR EQUIPMENT
) REPLACEMENT AND UPGRADE –
) LADY’S ISLAND MIDDLE
) SCHOOL AGREEMENT**

COUNTY OF BEAUFORT

This Addendum Number One dated as of this 1st day of September 2018, is entered into pursuant to the Agreement between Beaufort County School District, (BCSD), and Georgia Elevator Company dba Oracle Elevator Company, (Contractor), dated January 13, 2017 to acquire all services, parts and labor to acquire all turnkey design, permitting, procurement, delivery, installation, and operation of an Otis hydraulic single elevator machine #405483 for BCSD.

Therefore, the Agreement is hereby amended and in consideration of the covenants hereinafter contained, the parties do agree as follows:

1. Paragraph 2. SCOPE OF WORK. of the Agreement shall be as follows:

Contractor will examine BCSD elevator equipment for optimum operation:

- Control and landing position systems
- Signal Fixtures
- Machines, drives, motors, governors, sheaves, and ropes Power units, pumps, valves, and mufflers
- Car and hoistway door operating devices and door protection equipment
- Loadweighers, car frames, and counterweights
- Safety Mechanisms
- Lubricate equipment for smooth and efficient performance.
- Adjust elevator parts and components to maximize performance and safe operation.
- Document all work performed on Maintenance Tasks & Records logs provided with each elevator

Contractor shall repair or replace components worn due to normal wear, including controller components, selectors, dispatching equipment, door operators, door protective devices (except mechanical safety edges), interlocks and hangers, machines, worms, gears, motors, motor generators, brushes, governors, pumps, pump motors, valves. Refer to "Other Conditions" section for items not covered by this contract.

Contractor shall test equipment as outlined in the American National Safety Code for Elevators and Escalators, ANSI A17.1, current edition as of the effective date of this agreement. Contractor will perform governor and safety tests on traction elevators once per year and relief pressure tests on hydraulic elevators once per year. You agree to pay for any costs of a third-party inspector or inspection fees.

Contractor will visit BCSD elevator on a regular and systematic basis. These visits will be performed during normal business hours, Monday through Friday, 8:00am to 4:30pm (except for scheduled holidays). Contractor will respond to service requests during these hours at no charge. Service requests are defined as minor adjustments or emergency entrapments that can be accomplished in two hours or less (excluding travel time). For all service requests, BCSD will call Contractor dispatch location at 800-526-6115 and a trained representative will handle BCSD call quickly and professionally.

Contractor does not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of cab enclosure, ceiling frames, panels, and or other fixtures, hoistway door panels, door frames, sills, car flooring, subflooring, floor covering, lighting fixtures, ceiling light bulbs or tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, communication devices, security systems not installed by us, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this agreement. If any components will need to be prorated, these items shall be specifically listed herein.

With the passage of time, equipment technology and designs may change. Contractor will not be required to make any changes or recommendations to the existing design or function of the equipment. Contractor shall not be obligated to service, make renewals or repairs by reason, misuse of equipment, another's negligence, loss of power, blown fuse(s), tripped stop switch(es), theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls, acts of civil or military authorities, strikes, lockouts, acts of God or nature, or any other reason or cause beyond our control. Contractor will not be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, any governmental agency or authority, or any third party. It is the owner's responsibility to supply any proprietary software or hardware that may be needed.

Contractor shall not be liable for damage to the building structure resulting from the performance of safety tests. Should the equipment fail any of the required tests, it shall be BCSD's sole responsibility to make necessary repairs and to place the equipment in a condition that will be acceptable for coverage under the terms of this agreement.

In regard to extra service rates, the Contractor rate is \$245/hour for extra service calls that are not covered under the contract, and \$367.50/hour for overtime calls.

All "extra service" above and beyond the scope of the Maintenance agreement is required to have a written quote submitted and approved by the BCSD Maintenance Department who will also include a BCSD Work Order #. Should the quoted price be above \$2,500 it is required that BCSD Procurement authorize the charges prior to the work being performed.

2. All other terms and provisions of the Agreement dated January 13, 2017, as Amended, shall remain in full force and affect.

The parties hereto have executed this Addendum Number One, the day and date first written above.

ACCEPTED:

APPROVED:

Oracle Elevator Company

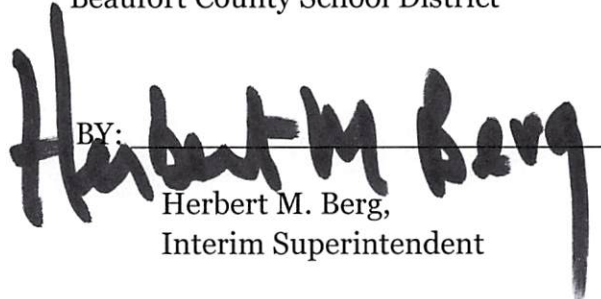
Beaufort County School District

BY:



Chris Roberts,
Branch Manager

BY:



Herbert M. Berg,
Interim Superintendent