



**CONTRACTUAL AGREEMENT BETWEEN  
DISTRICT AND CONTRACTOR FOR  
ELEVATOR EQUIPMENT REPLACEMENT AND UPGRADE –  
LADY’S ISLAND MIDDLE SCHOOL**

This contract is made on the 13<sup>th</sup> day of January 2017, by and between Beaufort County School District (BCSD) and Georgia Elevator Company dba Oracle Elevator Company. (Contractor).

The Project is to acquire all turnkey design, permitting, procurement, delivery, installation, and operation of an Otis hydraulic single elevator machine #405483.

The parties hereto do agree as follows in consideration of the mutual promises, covenants and agreements as hereinafter set forth.

- 1. TERMS AND CONDITIONS.** Contractor certifies that the scope of work/specifications and all terms and conditions within the BCSD Best Value Bid (BVB) #17-016 solicitation and the Contractor proposal in response to the BVB shall be made part of the Contract as if incorporated therein.
- 2. SCOPE OF WORK.** The scope of services provided by the contractor shall include all tasks required to restore, design, deliver, install, and operate the elevator system for BCSD. The scope shall also include, but not be limited to, securing all permits and approvals from governing agencies, all labor, taxes, services, permit fees, and equipment necessary to produce a fully operational Otis single elevator machine.
- 3. TERM.** This Agreement shall commence on the date above and the base term of the agreement shall be as described in the Contractor proposal response.
- 4. COMPENSATION.** In consideration of Contractor's performance of its obligations under this Contract, District shall pay Contractor according to the pay schedule requested by the Contractor. The payment schedule shall be based on submitted base bid price of Sixty-Five Thousand Thirty-Eight

Dollars (\$65,038.00). This base bid price shall be paid out according to the following pay schedule:

- A. 10% for engineering and drawings (\$6,503.80)
- B. 50% once material has arrived (\$32,519.00)
- C. 40% at completion of the elevator (\$26,015.20).

Contractor shall submit a pay request at the end of each scheduled event for the Owner's review. Contractor shall submit support material documenting the scheduled event has occurred. The Owner will review submitted material and approve for payment only after satisfied that the scheduled event has been reached.

The BCSD will enter into a 5-year maintenance contract with the contractor to service the elevator. Payment will be made by BCSD at the beginning of each year to be serviced. 1<sup>st</sup> payment shall be made 1 year after the acceptance of the final inspection. Payments will be made according to the following payment schedule:

- A. Year 1 = \$2,040.00
- B. Year 2 = \$2,154.24
- C. Year 3 = \$2,274.84
- D. Year 4 = \$2,402.28
- E. Year 5 = \$2,536.80

All payment will be via South Carolina Purchasing Card.

- A. Payment by District shall not constitute an acceptance of defective services or a waiver of any of its rights hereunder.
- B. In the event that the District does not make payments on or before the dates due under this Agreement, Contractor may, at its option, terminate this Agreement at any time after giving thirty (30) days' prior written notice to the District unless all overdue amounts are paid on or before the end of the notice period.
- C. District may set-off amounts otherwise due to Contractor for any of the following reasons:
  - (1) non-performance or defective performance and the District's costs to cure or cover for the same, plus any other contract damages incurred by the District, after reasonable notice and opportunity to cure in light of the circumstances of the non-performance or defective performance;
  - (2) unauthorized deviations from the scope of services provided in this Contract;

- (3) damage to the District, including, but not limited to, failure of the Contractor to indemnify District as required by this Contract; or
- (4) failure of the Contractor to correct damage to the District's property, as required by this Agreement.

D. District shall give written notice to Contractor as to why payment has been set-off. When the grounds for setting-off payment are removed, payment shall be promptly made for amounts set-off because of them.

- 5. **INDEPENDENT CONTRACTOR.** The relationship of the Parties hereto shall at all times be that of independent contractor. Nothing in this relationship will create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees or affiliates.
- 6. **DISPUTE RESOLUTION.** All disputes between the parties hereto under this Agreement must be resolved pursuant to the procedures of the Procurement Code of BCSD.
- 7. **NOTICES.** All notices, consents, approvals and the like required to be given hereunder shall be given in writing to BCSD at P.O. Drawer 309, Beaufort, S.C. 29901-0309 or to such other address as BCSD shall designate. All notices to the Contractor shall be given to Georgia Elevator Company dba Oracle Elevator Company at 2825 Limerick Street, Savannah, GA 31404.
- 8. **WHOLE AGREEMENT.** This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject contained herein, supersedes all prior agreements and understandings, whether written or oral, and may only be modified by an amendment executed in writing by both parties.

The Parties hereto have duly executed this Agreement on the date first set forth above.

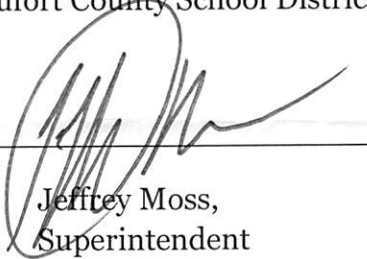
AGREED:

Oracle Elevator Company

By: 

Chris Roberts,  
Branch Manager

Beaufort County School District

By: 

Jeffrey Moss,  
Superintendent

