



**CONTRACTUAL AGREEMENT BETWEEN  
DISTRICT AND CONTRACTOR FOR  
ANNUAL FIRE SPRINKLER INSPECTIONS AND REPAIRS**

This contract is made on the 1st day of June 2014, by and between Beaufort County School District (BCSD) and Liberty Fire Protection, Inc. (Contractor).

The Project is to acquire services to provide annual fire sprinkler inspections and repairs for BCSD per the specifications and conditions of the Invitation for Bid (IFB) #14-017.

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 as they apply to all terms and conditions within the BCSD IFB #14-017 solicitation and the Contractor proposal in response to the IFB shall be made part of the Contract as if incorporated therein.
2. **SCOPE OF WORK.** The contractor shall provide services, supplies and equipment to provide annual fire sprinkler inspections and repairs per the National Fire Protection Association regulations currently adopted by the state of South Carolina for BCSD to meet requirements within the BCSD IFB #14-017 solicitation.
3. **TERM.** This Agreement shall commence on June 1, 2014 and the base term of the agreement shall be for three (3) years, expiring May 31, 2017. BCSD has the option to renew the agreement for two (2) one-year extensions, for a total of five (5) years. Extensions beyond the five (5) year period require approval of the BCSD Superintendent.
4. **COMPENSATION.** Contractor shall be compensated per the Price Schedule shown as Exhibit A.
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 Liberty Fire Protection, Inc., 7214 Peppermill Parkway, Charleston, SC 29418.
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:

Liberty Fire Protection, Inc.

Beaufort County School District

By: Adam Webb

Adam Webb,  
Account Executive

By: Jeffrey C. Moss

Jeffrey C. Moss,  
Superintendent

PRICE SCHEDULE

INSPECTIONS:

Cost per wet riser system according to size of supply line:

3 inch.....	\$75.00
4 inch.....	\$75.00
6 inch.....	\$75.00
8 inch.....	\$75.00

Cost per dry riser system:

2 inch.....	\$90.00
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Cost per backflow device:

4 inch.....	\$55.00
6 inch.....	\$55.00
8 inch.....	\$55.00

Cost per fire pump test and inspection.....\$325.00

REPAIRS:

Labor cost per hour:

Skilled Certified Tradesman.....	\$55.00
Helper.....	\$40.00

Parts:

Cost plus 20%