



**CONTRACTUAL AGREEMENT BETWEEN  
DISTRICT AND CONTRACTOR FOR  
GROUNDS MAINTENANCE (NON-ATHLETIC) SERVICES**

This contract is made on the 26<sup>th</sup> day of September 2016, by and between Beaufort County School District (BCSD) and The Greenery, Inc. (Contractor).

The Project is to acquire all services, materials, and equipment to provide Grounds Maintenance (Non-Athletic) Services for BCSD.

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) #17-009 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 contractor shall provide all services, materials, and equipment necessary for Grounds Maintenance (Non-Athletic) services for BCSD to meet requirements within the BCSD Best Value Bid (BVB) #17-009 solicitation. The contractor shall be responsible for the following groups: Whale Branch and Beaufort 1.
- 3. TERM.** This Agreement shall commence on September 26, 2016 and the base term of the agreement shall be for approximately three (3) years, ending June 30, 2019. BCSD has the option to extend the Contract for two (2) additional one (1) year terms. Extensions beyond the five (5) year period require approval of the BCSD Superintendent.
- 4. COMPENSATION.** BCSD shall pay the Contractor, per Exhibit A (Price Sheet), Two Hundred Thirty Thousand Two Hundred Eighty Dollars (\$230,280.00) annually, or Nineteen Thousand One Hundred Ninety Dollars (\$19,190.00) monthly. Annual price adjustments shall be in accordance with Sections 7.1.18, 7.1.19, and 7.1.20 of the BCSD BVB #17-009 solicitation.
- 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 The Greenery, Inc. at P. O. Box 6569, Hilton Head, SC 29938.
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:

The Greenery, Inc.

By:  \_\_\_\_\_

Janet Noonan,  
Director of Business Development

Beaufort County School District

By:  \_\_\_\_\_

Jeffrey C. Moss,  
Superintendent

**PRICE SHEET**

**BEAUFORT 1 GROUP**

Beaufort Middle School  
Mossy Oaks Elementary School  
Beaufort Elementary School  
Port Royal Elementary School  
1300 King Street (Adult Education Campus)

**BEAUFORT 1 GROUP ANNUAL COST** **\$80,940.00**

**WHALE BRANCH GROUP**

Whale Branch Early College High School  
Whale Branch Middle School  
Whale Branch Elementary School  
James J. Davis Early Childhood Center

**WHALE BRANCH GROUP ANNUAL COST** **\$149,340.00**

**TOTAL ANNUAL COST** **\$230,280.00**