



**CONTRACTUAL AGREEMENT BETWEEN  
DISTRICT AND CONTRACTOR FOR  
SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES**

This contract is made on the 1<sup>st</sup> day of December 2015, by and between Beaufort County School District (BCSD) and Waste Pro of South Carolina, Inc. (Contractor).

The Project is to acquire services to provide solid waste collection, disposal and recycling services for BCSD per the specifications and conditions of the Invitation for Bid (IFB) #16-007.

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

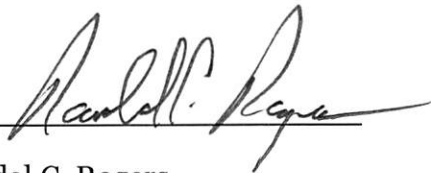
1. **TERMS AND CONDITIONS.** Contractor certifies that the scope of work/specifications as they apply to all terms and conditions within the BCSD IFB #16-007 solicitation and the Contractor proposal in response to the IFB shall be made part of the Contract as if incorporated therein.
2. **SCOPE OF WORK.** The contractor shall provide services, supplies and equipment to provide solid waste collection, disposal and recycling services for BCSD to meet requirements within the BCSD IFB #16-007 solicitation.
3. **TERM.** This Agreement shall commence on January 1, 2016 and the base term of the agreement shall be for one (1) year, expiring December 31, 2016. BCSD has the option to renew the agreement for four (4) 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 Waste Pro of South Carolina, Inc., P. O. Box 506, Hardeeville, SC 29927.
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.

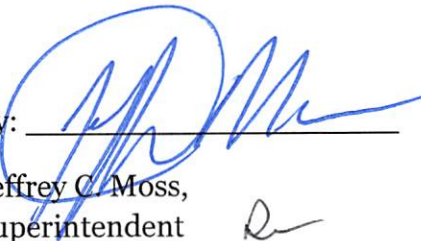
AGREED:

Waste Pro of South Carolina, Inc.

By: 

Randal C. Rogers,  
Division Manager

Beaufort County School District

By: 

Jeffrey C. Moss,  
Superintendent 

**EXHIBIT A**

**IFB 16-007  
Beaufort County School District  
Resource Management Pricing  
January 1, 2016 - June 30, 2016**

Location	Containers Proposed				Cost/Pull /Week	# of Pulls/Week	Cost/ Week	6 Month Total
	Waste	Recycle	Cubic Yard	Weekly Frequency				
<b>Early Childhood Centers</b>								
JJ Davis ECC	1		8	5	16.40	5	82.00	2,132.00
	1		6	5	12.30	5	61.50	1,599.00
		1	6	1	14.13	1	14.13	367.38
Hilton Head Island ECC	1		8	5	16.40	5	82.00	2,132.00
		1	6	1	14.13	1	14.13	367.38
MC Riley ECC	1		8	5	16.40	5	82.00	2,132.00
		1	6	1	14.13	1	14.13	367.38
Bluffton ECC	1		8	5	16.40	5	82.00	2,132.00
		1	6	1	14.13	1	14.13	367.38
St Helena ECC	2		8	2	16.40	4	65.60	1,705.60
		1	6	1	14.13	1	14.13	367.38
<b>Elementary Schools</b>								
Beaufort	2		4	5	8.20	10	82.00	2,132.00
		1	4	1	11.54	1	11.54	300.04
Bluffton	2		8	5	16.40	10	164.00	4,264.00
		1	6	1	14.13	1	14.13	367.38
Broad River	2		6	5	12.30	10	123.00	3,198.00
		1	6	1	14.13	1	14.13	367.38
Coosa	2		6	5	12.30	10	123.00	3,198.00
		1	6	1	14.13	1	14.13	367.38
Hilton Head Island IB	3		8	5	16.40	15	246.00	6,396.00
		1	6	1	14.13	1	14.13	367.38
J S Shanklin	2		6	5	12.30	10	123.00	3,198.00
		1	6	1	14.13	1	14.13	367.38
Lady's Island	2		6	3	12.30	6	73.80	1,918.80
		1	6	1	14.13	1	14.13	367.38
MC Riley	2		8	5	16.40	10	164.00	4,264.00
		1	6	1	14.13	1	14.13	367.38
Mossy Oaks	1		8	3	16.40	3	49.20	1,279.20
		1	6	1	14.13	1	14.13	367.38
Okatie	1		6	5	12.30	5	61.50	1,599.00
		1	6	1	14.13	1	14.13	367.38
Port Royal	1		6	5	12.30	5	61.50	1,599.00
		1	6	1	14.13	1	14.13	367.38
Red Cedar	2		8	5	16.40	10	164.00	4,264.00
		1	6	1	14.13	1	14.13	367.38

**EXHIBIT A (continued)**

**IFB 16-007  
Beaufort County School District  
Resource Management Pricing  
January 1, 2016 - June 30, 2016**

Location	Containers Proposed				Cost/Pull /Week	# of Pulls/Week	Cost/ Week	6 Month Total
	Waste	Recycle	Cubic Yard	Weekly Frequency				
<b>Elementary Schools</b>								
St Helena	3		6	3	12.30	9	110.70	2,878.20
		1	6	1	14.13	1	14.13	367.38
Whale Branch	2		6	5	12.30	10	123.00	3,198.00
		1	6	1	14.13	1	14.13	367.38
Pritchardville	2		8	5	16.40	10	164.00	4,264.00
		1	6	1	14.13	1	14.13	367.38
Hilton Head Island SCA	2		6	5	12.30	10	123.00	3,198.00
		1	6	1	14.13	1	14.13	367.38
<b>Middle Schools and K-8</b>								
Beaufort	2		8	5	16.40	10	164.00	4,264.00
		1	6	1	14.13	1	14.13	367.38
Bluffton	2		8	5	16.40	10	164.00	4,264.00
		1	6	1	14.13	1	14.13	367.38
H E McCracken	2		8	5	16.40	10	164.00	4,264.00
		1	6	1	14.13	1	14.13	367.38
Hilton Head Island	2		8	5	16.40	10	164.00	4,264.00
		1	6	1	14.13	1	14.13	367.38
Lady's Island	3		8	3	16.40	9	147.60	3,837.60
		1	6	1	14.13	1	14.13	367.38
Whale Branch	2		8	5	16.40	10	164.00	4,264.00
		1	6	1	14.13	1	14.13	367.38
River Ridge Academy	2		8	5	16.40	10	164.00	4,264.00
		1	6	1	14.13	1	14.13	367.38
Robert Smalls International Academy	2		8	5	16.40	10	164.00	4,264.00
		1	6	1	14.13	1	14.13	367.38

**EXHIBIT A (continued)**

IFB 16-007  
 Beaufort County School District  
 Resource Management Pricing  
 January 1, 2016 - June 30, 2016

Location	Containers Proposed				Cost/Pull /Week	# of Pulls/Week	Cost/ Week	6 Month Total
	Waste	Recycle	Cubic Yard	Weekly Frequency				
<b>High Schools</b>								
Battery Creek	2		8	5	16.40	10	164.00	4,264.00
		1	6	1	14.13	1	14.13	367.38
Beaufort	2		8	5	16.40	10	164.00	4,264.00
		1	6	1	14.13	1	14.13	367.38
Beaufort Football Stadium	1		6	3	12.30	3	36.90	959.40
Hilton Head Island	3		8	5	16.40	15	246.00	6,396.00
		1	6	1	14.13	1	14.13	367.38
Bluffton	2		8	5	16.40	10	164.00	4,264.00
		1	6	1	14.13	1	14.13	367.38
Whale Branch Early College	2		8	5	16.40	10	164.00	4,264.00
		1	6	1	14.13	1	14.13	367.38
<b>Other</b>								
District Educational Service Center	2		8	2	16.40	4	65.60	1,705.60
		1	6	1	14.13	1	14.13	367.38
Right Choices		1	6	1	14.13	1	14.13	367.38
Adult Education	1		1	3	2.31	3	6.93	180.18
		1	1	3	2.31	3	6.93	180.18
<b>TOTALS</b>						355	5,230.85	136,002.10

Compost program should not begin during the 6 month baseline period.  
 Owner and Contractor may negotiate a composting program anytime after the 6 month baseline if it becomes available.

Weight Data Collecting Equipment shall be in place and operational as of 4/1/2016.