



**CONTRACTUAL AGREEMENT BETWEEN  
DISTRICT AND CONTRACTOR FOR  
MAINTENANCE MANAGEMENT SERVICES**

This contract is made on the 1st day of July 2020, by and between Beaufort County School District (BCSD) and ABM Industries Group, LLC (Contractor).

The Project is to acquire all personnel, services, materials, and equipment necessary to provide facility maintenance management 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 Request for Proposal (RFP) #20-025 solicitation and the Contractor proposal in response to the RFP shall be made part of the Contract as if incorporated therein.
- 2. SCOPE OF WORK.** The contractor shall provide all personnel, supervision, management, transportation and personal use safety equipment necessary for facility maintenance management services for BCSD to meet requirements within the BCSD Request for Proposal (RFP) #20-025 solicitation. Facility Maintenance Management Services include facility operations, maintenance, repair; and minor project support services for buildings, structures, and equipment at the BCSD school buildings and campuses, the administrative and support services buildings and the Beaufort-Jasper Academy for Career Excellence (ACE) facilities.
- 3. TERM.** For BCSD facilities, this Agreement shall commence on the date above and the base term of the agreement shall be for three (3) years. BCSD has the option to renew the Agreement for two (2) one (1) year terms. Extensions beyond the five (5) year period require approval of the BCSD Superintendent. For ACE facilities, maintenance management services shall commence on the date above and be provided on a year-to-year basis with the option to renew annually for the five-year period. The ACE Board shall have authority to cancel the ACE portion of the contract at any time.
- 4. COMPENSATION.** In consideration of Contractor's performance of its obligations under this Contract, BCSD shall pay Contractor a Contract Price for each Fiscal Year, divided into twelve (12) monthly payments. For BCSD

facilities, the Contract Price for the period of July 1, 2020 through June 30, 2021 per Exhibit A (Price Sheet) will be Three Million Three Hundred Fifty-Two Thousand Six Hundred Ninety-One Dollars and Ninety-Eights Cents (\$3,352,691.98) annually or Two Hundred Seventy-Nine Thousand Three Hundred Ninety-One Dollars (\$279,391.00) monthly. For ACE facilities, the Contract Price for the period of July 1, 2020 through June 30, 2021 per Exhibit A will be Twenty-Three Thousand Two Hundred Twenty Dollars (\$23,220.00) annually or One Thousand Nine Hundred Thirty-Five Dollars (\$1,9358.00) monthly. Annual price adjustments shall be in accordance with Sections 7.1.20, 7.1.21 and 7.1.22 of the BCSD RFP #20-025 solicitation.

Invoices will be paid within thirty (30) days net from the later date of the original invoice or an invoice requiring correction. Contractor will present invoices at the beginning of each month for services to be provided during that month.

- A. Payment by BCSD shall not constitute an acceptance of defective services or a waiver of any of its rights hereunder.
- B. In the event that BCSD 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. BCSD may set-off amounts otherwise due to Contractor for any of the following reasons:
  - (1) non-performance or defective performance and the BCSD's costs to cure or cover for the same, plus any other contract damages incurred by the BCSD, 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 BCSD, including, but not limited to, failure of the Contractor to indemnify BCSD as required by this Contract; Contractor shall be responsible for negligent, unsafe or unlawful vehicle operation. BCSD shall insure the vehicle for liability purposes but the Contractor shall make BCSD whole for any damages or claims brought as a result of improper operation of vehicle.
  - (4) failure of the Contractor to correct damage to BCSD's property, as required by this Agreement.
- D. BCSD 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.

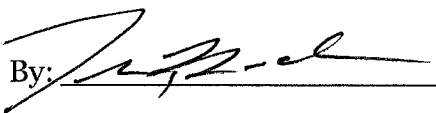
5. **STAFFING.** Contractor shall determine and implement appropriate level of staffing for building maintenance operations. Minimum staffing levels must be maintained in accordance with recommended levels by APPA's Operational Guidelines for Education Facilities. Minimum staffing levels shall be maintained in accordance with levels established in the March 10, 2020 proposal, incorporated into this document by reference, for Facilities Maintenance Management Services. All employees currently on the BCSD's payroll are to remain on the BCSD's payroll until separation. However, district employees shall have the option to accept employment with the vendor. All new hires are to be on Contractor's payroll.
6. **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.
7. **DISPUTE RESOLUTION.** All disputes between the parties hereto under this Agreement must be resolved pursuant to the procedures of the Procurement Code of BCSD.
8. **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 ABM Industries Group, LLC at 6478 Highway 90, Suite E, Milton, FL 32570.
9. **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.

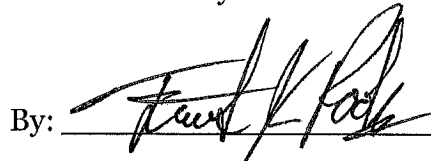
**AGREED:**

ABM Industries Group, LLC

Beaufort County School District

By: 

Trey Brock,  
Senior Vice President, Education

By: 

Frank J. Rodriguez,  
Superintendent

**PRICE SHEET  
FOR MAINTENANCE MANAGEMENT SERVICES**

1. Cost of Management.....			\$308,238.68
2. Cost of Supervision.....			\$192,759.15
3. Cost of Maintenance Employees.....			\$2,148,118.91
4. Cost of Administrative Support.....			\$102,238.71
5. Benefit Cost Breakdown:			
	Healthcare	\$182,634.46	
	Retirement	<u>12,219.17</u>	
			\$194,853.63
6. Uniform Costs.....			\$18,050.00
7. Overhead and profit.....			\$411,652.91
8. Total BCSD Yearly Costs.....			\$3,352,691.98
9. Monthly BCSD Costs.....			\$279,391.00
10. Total Yearly Cost for ACE only.....			\$23,220.00
11. Monthly Cost for ACE only.....			\$1,935.00

**UNIT COST FOR FUTURE FACILITIES**

Annualized Estimated Square Footage Cost for Future Facilities\*.....\$0.82/SF  
\*The unit price is for budgeting purposes only. Negotiations between the Contractor and BCSD will determine cost of maintenance management services for future facilities.

**ANNUALIZED UNIT COST FOR CURRENT BCSD POSITIONS**

1. Carpenter.....	\$62,259.00/FTE
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