CONTRACTUAL AGREEMENT BETWEEN

DISTRICT AND CONTRACTOR FOR

ATHLETIC FIELDS GROUNDS MAINTENANCE SERVICES

This contract is made on the 1st day of September 2017, by and between Beaufort County School District (BCSD) and BrightView Landscape Services, Inc. (Contractor).

The Project is to acquire all services, materials, and equipment to provide District-wide Athletic Fields Grounds Maintenance 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) #18-002 solicitation and the Contractor proposals 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 District-wide Athletic Fields Grounds Maintenance services for BCSD to meet requirements within the BCSD BVB #18-002 solicitation. Grounds crew staffing shall be as presented in Exhibit B. All competition fields shall be "play ready" year round, excepting acts of god, vandalism, severe weather or any other elements or duties outside the Contractor's control, scope or responsibility.

3. **TERM.** 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 extend the agreement for two (2) one (1) year periods, not to exceed five (5) years. 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), Six Hundred Twenty Three Thousand One Hundred Twenty Four Dollars ($623,124.00) annually, or Fifty One Thousand Nine Hundred Twenty Seven Dollars ($51,927.00) monthly. Annual price adjustments shall be in accordance with Sections 7.1.18, 7.1.19, and 7.1.20 of the BCSD BVB #18-002 solicitation. Upon request and adequate justification, BCSD may grant an annual price increase up to, but not to exceed 3%, the unadjusted percent

change for the prior July to July period in the Consumer Price Index for all urban consumers, "Other Goods and Services" for services. BCSD reserves the right to withhold a portion of monthly payments after written notification to Contractor of performance deficiencies. Amounts withheld will be released upon resumption of satisfactory performance.

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 BrightView Landscape Services, Inc. at 184 Simmonsville Road, Bluffton, S.C. 29910.

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:

BrightView Landscape Services, Inc.

By: _____
Ryan Maffei,
Branch Manager

Beaufort County School District

By: _____
Jeffrey C. Moss,
Superintendent

Exhibit A

PRICE SHEET

LOCATION	Annual Cost
ATHLETIC FIELDS GROUNDS MAINTENANCE	
NORTH OF THE BROAD RIVER	
Battery Creek High School	$64,532.00
Robert Smalls International Academy	32,792.00
Beaufort Middle School	49,204.00
Beaufort High School	60,156.00
Lady's Island Middle School	20,344.00
Whale Branch Middle School	23,944.00
Whale Branch Early College High School	82,000.00
Total North of the Broad River Athletic Fields	$332,972.00
SOUTH OF THE BROAD RIVER	
Bluffton High School	$71,608.00
H E McCracken Middle School (Bluffton Complex Prac. 1)	8,840.00
Bluffton Middle School	27,752.00
River Ridge Academy	39,912.00
May River High School	63,560.00
Hilton Head Island High School & SCA Field	62,268.00
Hilton Head Island Middle School	16,212.00
Total South of the Broad River Athletic Fields	$290,152.00
TOTAL	$623,124.00

Exhibit B

Athletic Fields Grounds Staffing

General Manager

Account Manager – All Athletic Fields

1. South of the Broad River
   Associate Production Manager (Daily Contact)
   Striper/Groomer/Detail Crew
   Athletic Field Mow Crew
   Detail and Complex Crew

- Hilton Head Island High School
- Hilton Head Island Middle School
- Bluffton High School
- Bluffton Middle School
- H. E. McCracken Middle School
- May River High School
- River Ridge Academy

2. North of the Broad River
   Associate Production Manager (Daily Contact)
   Striper/Groomer/Detail Crew
   Athletic Field Mow Crew
   Detail and Complex Crew

- Whale Branch Early College High School
- Whale Branch Middle School
- Battery Creek High School
- Robert Smalls International Academy
- Beaufort High School
- Beaufort Middle School
- Lady's Island Middle School