

STATE OF NORTH CAROLINA

SERVICE AGREEMENT – REGION A

GASTON COUNTY

THIS AGREEMENT, made on the last date set out below, by and between Gaston County, North Carolina, a corporate and political subdivision of the State of North Carolina (County), and the Contractor, Wise Lawnmower Company, 4457 Jim Wise Road, Lincolnton, N.C. 28092.

WITNESSETH:

WHEREAS, the Board of Commissioners of Gaston County has awarded the bid for lawn maintenance for parks and grounds as described in the County's bid specifications, which are incorporated herein by reference. The bid is awarded pursuant to North Carolina General Statutes.

NOW THEREFORE, for and in consideration of the mutual covenants and promises expressed herein, the parties agree as follows:

Item 1. Vendors Obligations:

- (a) That the Vendor will supply the lawn and grounds maintenance set out in the specifications to the County in accordance with the Bid Proposal, which is incorporated herein by reference.
- (b) That the Vendor will furnish said services in accordance with, and described in, the Gaston County Grounds and Park Maintenance Proposal Specifications Region A 2023 which is incorporated by reference. The Contractor will furnish said services at the price specified in its bid proposal.

Item 2. Term:

- (a) It is hereby agreed that this Agreement shall begin on April 3, 2023, and continue in force until December 31, 2023.

Item 3. Performance:

- (a) In the event that the Vendor is unable to perform the agreements and terms of this contract, the County may, at its election, terminate the contract.
- (b) The Agreement shall be performed by the Vendor, in a manner that is satisfactory and acceptable to the County, who shall be the sole judge of quality and performance.

Item 4. Non-Appropriation of Funds:

- (a) Gaston County intends to remit all payments for the full term, if funds are legally available. In the event funds are not appropriated for the agreement for the current fiscal year, this Agreement is terminated without penalty of recourse.

Item 5. Insurance:

- (a) The Contractor shall indemnify and save harmless the County, its agents and employees and assign from and against all loss, cost, damages, expenses, and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness, and disease to any person; or damage or destruction to property, real or personal, arising directly or indirectly from operations, products, or services rendered under this contract.
- (b) During the life of the contract, the Contractor shall purchase the following insurance with insurance company acceptable to the County and is authorized to do business in the State of North Carolina.
 - Bodily injury for which contractor is responsible.
\$1,000,000 per occurrence.
 - Property damage for which contractor is responsible.
\$1,000,000 per occurrence.
 - Automobile – Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 each person, \$1,000,000 each occurrence bodily injury liability, and \$1,000,000 each occurrence property damage.
 - Workers Compensation coverage at NC Statutory limits shall be carried on every employee, including the owner.

Item 6. Documentation:

- (a) The County agrees to execute the necessary documentation in order to issue payment to the Vendor, according to the price stated on the Vendor's bid proposal, within thirty (30) days of submission of invoice by the Vendor.

Item 7. Entire Agreement:

- (a) This Agreement, along with the Gaston County Grounds and Park Maintenance Proposal Specifications Region A 2023, contains the entire Agreement between the parties, and no other statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon. Should there be a conflict between this Agreement, the Specifications, and the Bid Proposal, this Agreement shall control.

Item 8. Notice: All necessary notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be deemed duly given if mailed by registered mail, postage prepaid, addressed as follows:

- (a) if to Gaston County:

PO Box 1578
Gastonia, North Carolina 28053-1578

- (b) if to the Vendor:

4457 Jim Wise Road
Lincolnton, North Carolina 28092

Item 9. Governing Law: This instrument is governed by the laws of the State of North Carolina.

Item 10. Payment: County shall pay vendor in accordance with the attached Exhibit “A” which are incorporated herein. The payments shall be based per cut. The total amount paid Vendor under this agreement for Region “A” shall equal the total number of cuts times the specified amount for each cut. Gaston County will dictate how many cuts will be made during the course of the contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in multiple counterparts, each of which shall be deemed duplicate original, as of the date first above written.

Exhibit "A"

**GASTON COUNTY
LAWN MAINTENANCE
REGION "A"**

<u>Facility</u>	<u>Per Cut</u>
Gaston County Park at Bessemer City	\$ 920.00
Gaston County Park at Dallas	\$ 1,950.00
Citizens Resource Center	\$ 90.00
County Cemetery	\$ 45.00
Receiving Homes	\$ 50.00
Tryon Waste & Recycling Center	\$ 55.00
Juvenile Service Center	\$ 55.00
Camp Sertoma	\$ 75.00
Art & History Museum, Depot, & Caboose	\$ 80.00
Dallas Library	\$ 50.00
Bessemer City Library	\$ 50.00
Cherryville Library	\$ 45.00
Gaston County Park at Tryon	\$ 920.00
Lewis Brooks Airfield	\$ 200.00
Total price for one cut:	\$ 4,585.00
Times 26 cuts per Calendar Year:	\$ 119,210.00