NORTH CAROLINA
CALDWELL COUNTY

CONTRACT FOR GROUNDS MAINTENANCE

This Contract for Grounds Maintenance is entered into by and between CALDWELL COUNTY ("County"), a political subdivision of the State of North Carolina, and Hatton's Lawn Service, Inc. (Company"), a North Carolina corporation having its offices and principal place of Business located in Caldwell County, North Carolina, on this ___ day of March, 2024.

WITNESSETH:

WHEREAS, on or about November 13, 2023 County issued its Request for Proposals for Landscape and Grounds Maintenance, BID 23-1128 ("RFP"), which is incorporated herein as an integral part of this Contract; and

WHEREAS, Company responded to the RFP by submitting its bid, including its response To Exhibits A and B of the RFP (collectively "Company's Bid"), Company's response is incorporated as an integral part of this Contract; and

WHEREAS, County has identified Company's Bid as the lowest responsible/responsive bids; and

WHEREAS, County and Company now desire to enter in a contractual relationship for Company to be a non-exclusive provider of grounds maintenance for the county properties listed in the RFP, including fixed pricing for standard maintenance services such as (but not limited to) mowing, edging, removal of clippings, etc. and standard hourly labor rates for other extended services. Pesticides are sprayed solely at the discretion of the Facilities Services Manager.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties do agree and contract as follows:

l. TERM. The term of this Contract is one (1) calendar year, commencing April 1, 2024 and ending March 31, 2025, unless earlier terminated as provided in Section 4, below.

2. COMPANY'S OBLIGATIONS. During the term of this Contract, Company will provide the grounds maintenance specified in the RFP, for the prices and within the service turn-around times specified in Company's Bid, and will comply with all other terms and conditions set forth in the RFP.

3. COUNTY'S OBLIGATIONS. During the term of this Contract, and subject to the exceptions Specified hereinafter, County will utilize Company as one of the providers of those grounds maintenance services listed in Company's Bid for its Grounds Maintenance. County will pay Company for its services within thirty (30) days after receipt of Company's invoices, provided that the invoices contain all of the information specified for invoices in the RFP.

4. EARLY TERMINATION. Either party may terminate this Contract as provided in the termination provisions of the RFP.

5. GOVERNING LAW. This Contract is entered into under the last of the State of North Carolina which laws shall govern its interpretation and enforcement.

CALDWELL COUNTY

By: _____
Randy Church
Chairman, Board of County Commissioners

HATTON'S LAWN SERVICE, INC.

By: _____
Michael J. Hatton, President