

COUNTY OF WATAUGA
2026 CUSTODIAL SERVICES

CONTRACT FOR CUSTODIAL SERVICE

SECTION E

This agreement is made between Watauga County (Owner) and _____ (Contractor). Both parties agree to the terms and conditions set forth below.

SCOPE OF CONTRACT

Contractor shall furnish all licensing, equipment, materials, labor and supervision as may be necessary to provide custodial services for Watauga County. The contractor shall provide these services at the properties listed below at regular frequencies and times as follows:

PROPERTY	ADDRESS	DAYS OF SERVICE	HOURS OF SERVICE
Anne Marie Park	283 M.L.K. Jr. Street	Saturday and Sunday	Begin Parks by 6:00 a.m.
Brookshire Park	250 Brookshire Road	“ “	“
Complex Field	231 Complex Drive	“ “	“
Howards Knob (Morning Svc.)	604 Howard’s Knob Road	“ “	Open Park at 8:30 a.m.
Howards Knob (Evening Service)	“	“ “	After 7:00 p.m. Close park at 7:35 p.m.
Industrial Fields	162 M.L.K. Jr. Street	“ “	Begin Parks by 6:00 a.m.
Recreation Ctr.	231 Complex Drive	“ “	10 a.m. – 6 p.m. 6 p.m. – 2 a.m.
Rocky Knob Park	285 Mountain Bike Way	“ “	Begin Parks by 6:00 a.m.
Tot Lot	141 Complex Drive	“ “	Begin Parks by 6:00 a.m.
Ted Mackorell Soccer Complex	492 Brookshire Road	“ “	“

CONTRACT TERM

The contract shall begin [REDACTED] and continue through [REDACTED] with an option for two (2) additional years if mutually agreed upon by both parties.

CONTRACTOR'S REPRESENTATIONS

In order to induce the County to enter into this agreement, the Contractor makes the following representations:

- 1) The contractor has familiarized himself with the nature and extent of the work, the Contract Documents, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 2) The Contractor has given the Owner written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by the Owner is acceptable by the Contractor.

CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the County and the Contractor concerning the Work, consist of the following:

1. Cover Sheet
2. Section A, Notice to Contractors (Advertisement)
3. Section B, Instructions to Bidders and General Conditions
4. Section C, Specifications and Project Description
5. Section D, Bid Form
6. Section E, Contract

There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided for through a fully executed change order as agreed to by both parties of this Contract.

CONTRACT SUM AND PAYMENTS TO CONTRACTOR

The total contract sum for annual service is not to exceed \$ _____ for services provided per the "Bid Form." Change Orders for additional work must be

requested by the Contractor and approved by the Owner in writing prior to the commencement of the additional work. The Contractor's work may be inspected by the owner and if deemed satisfactory, the Contractor may submit for progress payment. The Contractor shall apply for payment prior to the tenth of each month for work completed the previous month. Applications for payment shall be calculated by the rates listed in the "Bid Form" adjusted appropriately to reflect the Contractor's progress. Payments by the County to the Contractor shall be disbursed following the twenty-fifth of the month in which application for payment was made.

LIABILITY AND INSURANCE

The contractor shall bear all risks and liabilities for any damage to property that may be caused during the performance of this contract. Contractor shall indemnify and hold harmless the County from any claims, suits, damages, court costs and attorney fees incurred or resulting from any action or assertion against the County as may result from any allegation of negligence or liability arising from acts or omissions of Contractor or Contractor's agents or employees. Contractor shall maintain a policy of general liability insurance with coverages and limits acceptable to the County. All equipment and personnel to be used by Contractor shall be the responsibility of the Contractor and such personnel shall not be deemed to be employees of the County. Contractor shall maintain any and all workers' compensation coverage for Contractor's employees that the law requires.

Minimum limits of insurance shall be:

- General Liability – No less than \$1,000,000, with \$2,000,000 being the preferred limit per occurrence for bodily injury, personal injury and property damage. General aggregate limit shall apply separately to each project/location and limit shall not be less than the required occurrence limit.
- Auto Liability – No less than \$1,000,000 with \$2,000,000 being the preferred limit per occurrence combined single limit per accident per for bodily injury and property damage.

- Workers Compensation and Employers Liability – Workers Compensation as required by the State of North Carolina and Employers Liability limits of no less than \$1,000,000 for bodily injury per accident.
- Watauga County shall be listed as “Additional Insured” on each policy.

VERIFICATION OF COVERAGE

The Contractor shall furnish the County with certificates of insurance and with original endorsements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and/or endorsements are to be provided to the County on standard form.

NON-PERFORMANCE

The County, at its sole discretion, may assess the contractor a 10% penalty for non-performance of contractual obligations. This penalty shall not limit the County from recovering damages caused by the Contractor’s errors, omissions or negligence. Additionally, if the contractor fails to perform the work in accordance with the specifications contained within this agreement, then the County may perform work to maintain the County facilities in the schedule and standards contained within this Contract. The Contractor shall reimburse the County for costs incurred by the County in exercising its right to perform the work pursuant to this contract.

TERMINATION

The Owner may terminate this contract at any time if the County, in its sole discretion, deems the Contractor’s performance unsatisfactory. Additionally, the contract may be terminated if funding becomes unavailable.

MISCELLANEOUS

(a) Choice of Law and Forum. This contract shall be deemed made in Watauga County, North Carolina. This contract shall be governed by and construed in accordance

with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Watauga County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in the contract shall be deemed or construed so as to in any way estop, limit, or impair the County from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment. Successors and Assigns. Without the County's written consent, the Contractor shall not assign (which includes delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The County Manager may consent to an assignment without action of the Board of Commissioners. Unless the County otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the County's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the County's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance With Law. In performing all of the Work, the Contractor shall comply with all applicable law.

This the _____ day of _____, _____.

WATAUGA COUNTY

By: _____

Deron Geouque

By: _____

County Manager
Watauga County Admin. Bldg.
814 West King Street
Boone, NC 28607

Date

Date