



CONTRACT DOCUMENTS FOR

24RFP103124C-MH

**General Landscaping and Lawn Care Services for
Countywide Facilities FY25**

**For
Department Of Real Estate & Asset Management**

Georgia Green Grounds Care, LLC

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APPENDIX 1:

CONTRACT AGREEMENT

Consultant: Georgia Green Grounds Care LLC

Contract No.: 24RFP103124C-MH, General Landscaping and Lawn Care
Services for Countywide Facilities FY25

Address: 3605 Sandy Plains Road
City, State Marietta, GA 30188

Telephone: 7065231139

Email: mark@georgiagreen.com

Contact: Mark Gregory
Owner

This Agreement made and entered into effective the 1st day of June, 2025, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “**County**”, and Georgia Green Grounds Care LLC, hereinafter referred to as “**Consultant**”, authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department Of Real Estate & Asset Management department hereinafter referred to as the “**Department**”, desires to retain a qualified and experienced Consultant to perform To provide on-site landscape/ground maintenance and lawn care services for 108 County-owned sites to include the Fulton County Executive Airport - Charlie Brown Field., hereinafter, referred to as the “**Project**”.

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on 05-07-2025 and 25-0351.

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to perform To provide on-site landscape/ground maintenance and lawn care services for 108 County-owned sites to include the Fulton County Executive Airport - Charlie Brown Field. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice

to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **CONTRACT TERM**

MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on 1st, of June 2025, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2025. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for one (1) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin:

Option Period	Option Duration	Start Date	End Date
1	12 months	01-01-2026	12-31-2026
2	12 months	01-01-2027	12-31-2027

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed \$278,000.00, (two hundred seventy eight thousand dollars), which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions

of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. **INDEPENDENT CONSULTANT**

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. **INDEMNIFICATION**

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent

Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant/Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant/Contractor, at Consultant/Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant/Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant/Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant/Contractor shall acknowledge in writing

delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant/Contractor in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant/Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant/Contractor's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant/Contractor has complied with all of Consultant/Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant/Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. **CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software

licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Director of Real Estate and Asset Management
141 Pryor St.

Atlanta, Georgia 30303

Telephone: 404-612-3772

Email: joseph.davis@fultoncountyga.gov

Attention: Joseph Davis

With a copy to:

Department of Purchasing & Contract Compliance

Chief Purchasing Agent

130 Peachtree Street, S.W. Suite 1168

Atlanta, Georgia 30303

Telephone: (404) 612-5800

Email: felicia.strong-whitaker@fultoncountyga.gov

Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

Georgia Green Grounds Care LLC

3605 Sandy Plains Road Marietta, GA 30188

Telephone: 7065231139

Email: mark@georgiagreen.com

Attention: Mark Gregory

ARTICLE 35. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or

computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree

that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail

the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. TAXES

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

ARTICLE 42. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

Signed by:

Robert L. Pitts

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioner:

ATTEST:

Signed by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

Signed by:



APPROVED AS TO FORM:

Signed by:

Dennal Stewart

8B574564AFF0466...

Office of the County Attorney

APPROVED AS TO CONTENT:

Signed by:

Joseph Davis

B20354A88008422...

Joseph Davis, Director of
**Department Of Real Estate & Asset
Management**

CONSULTANT:

**Georgia Green Grounds Care
LLC**

Signed by:

Mark Gregory

AA3E515D200E4D3...

Mark Gregory,
Owner

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Signed by:

Victoria Bettis

AA3E515D200E4D3...

Notary Public

County: Forsyth

Commission Expires: 1/4/2025

Signed by:
(Affix Notary Seal)



ITEM#: <u>25-0351</u> RCS: <u>05/07/2025</u>	ITEM#: _____ RM: _____
FIRST REGULAR MEETING	SECOND REGULAR MEETING

ADDENDA



Date: October 24, 2024

Project Number: 24RFP103124C-MH

Project Title: General Landscaping and Lawn Care Services Countywide

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 1

Questions and Answers

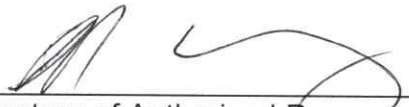
Replace the Scope of Work

Replace the Cost Proposal Form

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in page 7 Clarification and Addenda of the RFP

This is to acknowledge receipt of Addendum No.1, 24 day of October, 2024.

Georgia Green Grounds Care LLC dba Georgia Green Landscaping
Legal Name of Bidder/Proposer



Signature of Authorized Representative

Owner

Title



Date: October 28, 2024

Project Number: 24RFP103124C-MH

Project Title: General Landscaping and Lawn Care Services Countywide

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 2

Contract Compliance Exhibits:

Exhibit A – Promise of Non-Discrimination

Exhibit B1 – Schedule of Intended Subcontractor Utilization

Include attached Documents

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in page 7 Clarification and Addenda of the RFP

This is to acknowledge receipt of Addendum No.2, 28 day of October, 2024.

Georgia Green Grounds Care DBA Georgia Green Landscaping
Legal Name of Bidder/Proposer



Signature of Authorized Representative

Owner

Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed in accordance with the executed Contract.
4. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County in accordance with Contract Article 20.
5. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
6. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
7. In case of material default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any direct damages subject to the Limitation of Liability as set forth in Article 46 above.

8. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
9. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

REVISED SCOPE OF WORK

3.3 SCOPE OF WORK

Description:

Fulton County is soliciting bids for general landscaping and lawn care for its buildings and facilities throughout the County. This includes but is not limited to maintenance of ground covers, annuals, perennials, shrubs, trees and irrigation systems. The maintenance shall include but not be limited to application of fertilizers, herbicides, pesticides, watering, pruning, weeding, deadheading, replacement planting (as approved by the County), loose trash removal and disposal out of county facilities, leaf removal, irrigation repair and maintenance, tree removal and spring and fall clean up.

The contract period shall be from the date of award and continuing for twelve (12) consecutive months with a possibility of two (2) additional twelve (12) month renewals pending satisfactory performance and availability of funds.

Selection/Evaluation:

Bidders will be evaluated based on

- 1. Project Plan/ Approach**
- 2. Relevant Experience**
- 3. Qualification of Personnel/Staff/Crews**
- 4. Availability of Staff**

Project Tours:

Bidder shall visit and thoroughly examine each site and fully understand the conditions that in any way may affect the work proposed. Failure to inspect the sites will in no way relieve the successful contractor from the necessity of furnishing any materials or performing any labor necessary for the satisfactory completion of the work.

List of Facilities:

(A) North Fulton Sites:

No	Facility	Address	
Delete	Abernathy Arts Center		Delete
1	ADTC	265 Boulevard NE, Atlanta, GA	No Change
2	Alpharetta Branch	10 Park Plaza, Alpharetta, GA	No Change
3	Buckhead Branch	269 Buckhead Ave. NE, Atlanta, GA	No Change
4	Dorothy Benson Senior Center	6500 Vernon Woods Drive, Sandy Springs, GA	No Change
5	East Roswell Branch	2302 Holcomb Bridge Road, Roswell, GA	No Change
6	Milton Branch	855 Mayfield Road, Milton, GA	No Change

<RFP Project Number>

General Landscaping and Lawn Care Services for Countywide Facilities

REVISED SCOPE OF WORK

7	Morgan Falls Cell Tower Site	460 Morgan Falls Road, Atlanta, Georgia	No Change
8	North Fulton Health	4700 North Point Parkway, Atlanta, GA	No Change
9	NE/Spruill Oaks Branch	9560 Spruill Road, Alpharetta, GA	No Change
10	North Annex	7741 Roswell Road, Sandy Springs, GA	No Change
11	North Training Center	5025 Roswell Road, Roswell, GA	No Change
Delete	Northeast Inspector		Delete
12	Northside Branch	3229 Northside Parkway NW, Atlanta, GA	No Change
13	Ocee Branch	5090 Abbotts Bridge Road, Atlanta, Ga	No Change
14	Peachtree Branch	1315 Peachtree Street NE, Atlanta, GA	No Change
15	Roswell Branch	115 Norcross Street, Roswell, GA	No Change
16	Sandy Springs Branch	395 Mt. Vernon Hwy, Sandy Springs, GA	No Change
17	Turner Field Lots (R/Y/B/S)	655 Central Ave SW., Atlanta, GA	No Change
18	Water Resources Building (Public Works Site)	11575 Maxwell Road, Alpharetta, Georgia 30004	No Change
19	Juvenile Court	395 Pryor Street SW, Atlanta, GA 30312	Add
20	Mechanicsville Branch	400 Formwalt St. SW, Atlanta, GA	Add
21	Iman Park	54 Columns Park, Atlanta, GA 30312	Add
22	Silver Lot 1 (Juvenile Court Parking Lot)	395 Pryor Street SW, Atlanta, GA 30312	Add
23	Silver Lot 2	Central Avenue, Atlanta, GA 30312	Add
24	Silver Lot 3	Central Avenue, Atlanta, GA 30312	Add
25	Brown Lot	Central Avenue, Atlanta, GA 30312	Add
26	Yellow Lot	Central Avenue, Atlanta, GA 30312	Add
27	Red lot	Central Avenue, Atlanta, GA 30312	Add
28	Warehouse	79 Milton Avenue, Atlanta, GA 30318	Add

(B) South Fulton Sites:

No	Facility	Address	
1	Adams Park	2231 Campbellton Road SW, Atlanta, GA	No Change
2	Adamsville Branch	3424 Martin Luther King Jr, Drive SW, Atlanta, GA	No Change

<RFP Project Number>

General Landscaping and Lawn Care Services for Countywide Facilities

REVISED SCOPE OF WORK

3	Adamsville Health Center	3700 Martin Luther King Jr, Drive SW, Atlanta, GA	No Change
4	Airport Complex (DREAM)	3920 Airway Road, Atlanta, GA	No Change
5	Airway Motel	720 Fulton Industrial Blvd, NW, Atlanta, GA	No Change
6	Auburn Avenue Branch	101 Auburn Avenue NE, Atlanta, GA	No Change
7	Auburn Senior Center	300 Edgewood Avenue, Atlanta, GA	No Change
8	Aviation CCC	3977 Aviation Circle Blvd, Atlanta, GA	No Change
9	Bowden Senior Center	2885 Church Street, East Point, GA	No Change
10	Camp Truitt	4320 Herschel Road, Atlanta, GA	No Change
11	Camp Truitt	4300 Herschel Road, Atlanta, GA	No Change
12	Central Training Center	425 Langhorn Street, Atlanta, GA	No Change
13	Charles Justice Center	160 Pryor St Sw., Atlanta, GA	No Change
14	Cleveland Avenue Branch	47 Cleveland Ave. SW, Atlanta, GA	No Change
15	College Park Branch	3647 Main Street, Atlanta, GA	No Change
16	College Park Health Center	1920 John Wesley Ave, College Park, GA	No Change
17	Commerce Way Parkway	3037 Commerce Way, Atlanta, GA	No Change
18	Community Clubhouse	1480 Delowe Dr, SW, Atlanta, GA	No Change
19	Darnell Senior Center	677 Fairburn Road NW, Atlanta, GA	No Change
20	David L Hagins Firing Range	5301 Aldredge Road SW, Atlanta, GA	No Change
21	Dogwood Branch	1838 Donald Lee Hollowell Pkwy. NW, Atlanta, GA	No Change
22	Dogwood Senior Center	1953 Donald Lee Hollowell Pkwy. NW, Atlanta, GA	No Change
23	East Atlanta Branch	400 Flat Shoals Avenue SE, Atlanta, GA	No Change
24	East Point Branch	2757 Main Street, East Point, GA	No Change
25	Election Warehouse	Cemetery Drive/Cleveland Ave SW, Atlanta, GA	No Change
Delete	Election Prep Center		Delete
26	Executive Hotel	305 Fulton Industrial Circle, Atlanta, GA	No Change
27	Fairburn Branch	60 Valley View Drive, Atlanta, GA	No Change
Delete	Fire Station		Delete
28	General Services Building	3929 Aviation Circle, Atlanta, GA	No Change
29	Hammond House Museum	503 Peeples Street, Atlanta, GA	No Change
30	Hapeville Branch	525 King Arnold Street, Hapeville, GA	No Change
31	Hapeville Health	3444 Claire Drive, Hapeville, GA	No Change
32	Jail Complex	901 Rice Street; Atlanta, GA	No Change
33	Jerre Wells Health	2925 Lakewood Ave, Atlanta, GA	No Change
34	Justice Center	160 Central Avenue SW, Atlanta, GA	No Change
Delete	Juvenile Court		Delete

<RFP Project Number>

General Landscaping and Lawn Care Services for Countywide Facilities

REVISED SCOPE OF WORK

35	Kirkwood Branch	11 Kirkwood Road, SE, Atlanta, GA	No Change
36	Knight Hotel	4330 Fulton Industrial Blvd., Atlanta, GA	No Change
37	Medical Examiners	430 Pryor Street, Atlanta, GA	No Change
38	Metro Library	1332 Metropolitan Parkway, Atlanta, GA	No Change
39	Mills Senior Center	515 John Wesley Dobbs Ave, Atlanta, GA	No Change
40	MLK Jr. Branch	409 John Wesley Dobbs Ave, Atlanta, GA	No Change
41	Neighborhood Health	188 Sunset Ave NW, Atlanta, GA	No Change
42	New Beginnings Senior Cent	66 Brooks Drive, Atlanta, GA	No Change
43	NW Atlanta Branch	2489 Perry Blvd, Atlanta, GA	No Change
44	Oak Hill Senior Center	2805 Metropolitan Parkway NW, Atlanta, GA	No Change
45	Old National Police Precinct	5549 Old National Hwy, Atlanta, GA	No Change
46	Palmetto Branch	9111 Cascade Palmetto Hwy, Palmetto, GA	No Change
47	Palmetto Senior Center	510 Turner Ave, Palmetto, GA	No Change
48	Police Major Case	4701 Fulton Industrial Blvd SW, Atlanta, GA	No Change
49	Police Tactical	3995 Martin Luther King Jr Dr. SW, Atlanta, GA	No Change
50	Ponce De Leon Branch	980 Ponce De Leon Ave.NE, Atlanta, GA	No Change
51	Public Safety Training	3025 Merk Road, College Park, GA	No Change
52	Quality Living Center	4001 Danforth, Road, Atlanta, GA	No Change
53	SE Senior Center	2885 Church Street, Atlanta, GA	No Change
54	South Annex	5600 Stonewall Tell Road, College Park, GA	No Change
55	South Fulton Branch	4055 Flat Shoals Road, College Park, GA	No Change
56	South Training	2605 Fairburn Road, SW., Atlanta, GA	No Change
57	Southeast Branch	1463 Pryor Road SW, Atlanta, GA	No Change
58	Southwest Branch	3665 Cascade Road SW, Atlanta, GA	No Change
59	Stewart-Lakewood Branch	2893 Lakewood Ave., Atlanta, GA	No Change
60	Washington Park Branch	1116 Martin Luther King Jr. Drive, Atlanta, GA	No Change
61	West End Arts Center	945 Ralph David Abernathy Blvd. SW, Atlanta, Ga	No Change
62	West End Branch	525 Peeples Street SW, Atlanta, GA	No Change
63	West Mental Health	475 Fairburn Road SW, Atlanta,	No Change
64	Wolf Creek Amphitheater	3025 Merk Road, College Park, GA	No Change
65	Wolf Creek Branch	3100 Enon Road, College Park, GA	No Change
66	Wolf Creek Trail (Maintain to the tree line)	3025 Merk Road, College Park, GA	No Change
67	Jail Complex 2 (Old Jail buildings)	901 Rice Street, Atlanta, Ga	No Change
68	Jail Complex 3 (Overflow parking lot)	900 Rice Street, Atlanta Ga	No Change

<RFP Project Number>

General Landscaping and Lawn Care Services for Countywide Facilities

REVISED SCOPE OF WORK

69	Jail Complex 4 (Residential Buffer)	1180 Foster Place, Atlanta, Ga,	No Change
70	Village Drive Parcel	3810 Village Drive, Atlanta, Ga	No Change
71	Fifty-Four Columns- Art Monument	Glenn Iris/Highland Ave, Atlanta, Ga	No Change
72	Red Roof Inn Hotel	4430 Frederick Drive, SW, Atlanta, Ga	No Change
73	Mercury Dr Parcel	933 Mercury Drive, NW, Atlanta, Ga	No Change
74	Gas Station (Fulton Industrial)	4336 Fulton Industrial Blvd, Atlanta, Ga	No Change
75	McDonalds Building	4334 Fulton Industrial Blvd, Atlanta, Ga	No Change
76	South Fulton Health Center	1636 Connally Dr, Atlanta, Ga	No Change
77	Loch Lomand Trail	1510 Loch Lomand Trail, Atlanta, Georgia	No Change
78	Church Street Property (litter pickup only)	1730 Church Street, Atlanta, Georgia 30318	No Change
79	Jonesboro Road	1865 Jonesboro Road, Atlanta, Georgia	No Change
80	Dill Avenue	730 Dill Ave SW, Atlanta, Georgia	No Change
81	Airport Complex (2) (Public Works)	3977 Aviation Cir NW, Atlanta, GA 30336	No Change
82	Stone Wall Tell Maintenance Facility	5600 Stonewall Tell Road, College Park 30349 (across the street from this address)	No Change
83	Fulton County Animal Services Facility	1251 Fulton Industrial Blvd, Atlanta, GA 30336	No Change
84	Fulton County Public Safety Training Center	1281 Fulton Industrial Blvd, Atlanta, GA 30336	No Change
85	New Horizons Senior Center	745 Orr Street, Atlanta, GA 30314	Add
86	Hapeville Senior Center	527 King Arnold, Hapeville, GA 30354	Add
87	Sheriff K9 Facility	5210 Phillip Lee Drive, Atlanta, GA 30336	Add
88	Jail Residential Buffer	1180 Foster Place, Atlanta, GA 30318	Add
89	Vacant Lot	736 Cleveland Avenue, Atlanta, GA 30315	Add
90	Homeless Shelter	1135 Jefferson Street, Atlanta, GA 30318	Add
91	Generator Area	1135 Jefferson Street, Atlanta, GA 30318	Add
92	Sheriff Motor Pool	1190 Jefferson Street, Atlanta, GA 30318	Add
93	Central Court Complex	160 Central Avenue, Atlanta, GA 30318	Add

General Landscaping Guidelines:

1. **Spring/Fall Cleanup:** Spring/Fall clean-up shall consist of site visits in April and in November. The site visits shall entail the removal and disposal of all debris that has accumulated in the bed areas. This debris shall include but not be limited to: leaves, paper, trash, dead plant debris, etc. All collected debris is to be removed from the site at no additional charge to the County and disposed of by an environmentally sound practice. No staging areas have been identified.

REVISED SCOPE OF WORK

2. **Turf Maintenance:** Prior to each mowing; trash, sticks, and other unwanted debris should be removed from lawns, planting beds walkways and curbs. All detention ponds shall be considered part of the site and therefore shall be maintained by using a quarterly mowing and weed eating schedule. Fire ants and other insects and/or diseases that are detrimental to the health and appearance of the turf shall be controlled by approved product applications. No County disposal is not provided. Vendor will have to dispose of all trash/debris/dead vegetation.

3. **Mowing of Properties:** Turf shall be maintained at a height of 2 to 2.5 inches throughout the mowing season. During the mowing season, lawn areas will be mowed every bi-weekly, or as weather conditions dictate. All areas around the building and to the edge of the property shall be mowed. Sidewalks, parking lots, and curbs shall be edged each time the lawn is mowed. All clippings and thatch will be removed from the lawn areas. No clippings will be disposed of in catch basins or the drainage system. Mowing patterns will be established and changed on a regular basis to present the most aesthetically pleasing appearance.

4. **Mulch:** Pine straw shall be used by the contractor when any mulching is specified or required. The product shall be free of sand, dirt, gravel or any other material inconsistent with the purpose of the mulch. Existing mulched beds shall be maintained at a minimum mulch depth of two (2) inches, and a maximum mulch depth of three (3) inches. The pine straw must be tucked under and around the plant material. Any areas where mulch washes, deteriorates or otherwise does not adequately cover soil shall be re-mulched as necessary to maintain cover.

5. **Shrubs and Tree Plant Maintenance:** Shrubs shall be pruned and/or trimmed to remove dead or diseased parts and to retain shape of shrub. Trees shall be trimmed as necessary to keep walkways or parking areas clear from and remove dead, broken, and/or crossing over branches.

All shrubs and ground cover shall be pruned as necessary to maintain a neat and natural shape within the planting boundaries. Shrubs that require shearing or selective pruning to maintain a formal appearance will be maintained per ANSI standards (ANSI Z133.1-200 ANSI A300 Part 1-3). Any dead wood shall be pruned out on a regular basis. All trees shall be limbed up uniformly according to design and plant habit, with suckers removed as necessary. Crape myrtles shall only be limbed up, with suckers being removed as necessary. Crape myrtles shall remain in tree form. Oak trees may only be pruned in the dormant season. Perennials shall be cleared of decaying leaves and pruned back by hand when fully dormant. Perennials, daylilies, etc., shall not be mowed or pruned back with a weed eater. All winter damage is to be removed from the trees and shrubs in March of each year. Early to mid-summer flowering plants shall be pruned during their dormant season. Early flowering trees and shrubs shall be pruned immediately after flowering to encourage next year flower bud development.

REVISED SCOPE OF WORK

Annuals shall have dead flowers removed whenever necessary to enhance the appearance of the bed.

6. **Weed Control/fertilization:** Driveways, parking areas, lawn, turf, and sidewalks shall be treated with weedkillers to prevent unwanted growth. Flower beds and lawn areas shall be treated with weed killers to prevent weeds from germinating. Flower beds must be kept free of weeds at all times, through use of weed killer and/or hand weeding. Chemicals will be applied according to the product label and under the supervision of a certified applicator.
 - a. Annual/Perennial/Shrub Beds – All bed areas surrounding trees, shrubs, annuals, perennial, buildings, etc. shall be weeded by hand in a labor intensive manner as often as necessary to discourage unsightly weed growth. Annuals shall have dead flowers removed whenever necessary to enhance the appearance of the bed.
 - b. Paved Surfaces - Paved surfaces shall be weeded as often as necessary to discourage unsightly weed growth. This control shall be accomplished through the selective use of herbicides and mechanical means.
 - c. Stone/Mulch Areas – Grass and weeds shall be controlled with suitable herbicides in all gravel, mulch and ornamental stone areas.
7. **Additional Guidance:** All Fulton county sites are located within municipal boundaries. The successful bidder will have to meet all local/city work requirements. No staging areas have been identified. The bidder will be responsible for all solid waste disposal.

Other Tasks As Needed:

1. Design and Installation of turf grass and other hardscape
2. Pruning and trimming of bushes and trees
3. Flower plants and tree replacement
4. Reseeding
5. Conduct soil testing to determine type, amount and frequency of any needed fertilizer.
6. Irrigation System Maintenance (libraries all have irrigation systems)
7. Tree removal (non- specimen trees)
8. All other task including the addition of more sites and properties, and repairs will be performed on a time plus material basis. This proposal must be sent to Contract Administrator (or designated representative) and approved before work can be performed.

Public Works Airport Complex (2): Landscaping Guidelines/Scope of Works:

<RFP Project Number>

General Landscaping and Lawn Care Services for Countywide Facilities

REVISED SCOPE OF WORK

Surface Street ROW Mowing - All defined surface street areas are to be cut during one week's work schedule. The ROW areas are generally described as the area beginning at the back of the curb and extending to the yellow boundary line and have the appearance of being part of the parcel, which is to be maintained by the Parcel owner. However, in the event of a formidable and continuing barrier, contractor may discontinue the service either at the point where the barrier begins or at such point beyond which will appear natural and attractive.

Curb Maintenance and Edging – Contractor shall monitor the condition of all maintenance areas defined and edge the back of curb and remove all weeds and debris from the curb gutter per regular schedule of mowing cycle. Edging shall include curb, sidewalks, parking lots, beds around trees, etc. within the work area. Contractor will endeavor to ensure that all shapes and configurations of plant beds are kept free of imperfections and weeds.

Curb-Side Drop Inlets - Contractor shall monitor the condition of all roadway drop inlets on airport streets and take action to clean out any debris or weed growth as needed, but not less frequently than twice a month.

Fertilization and Weed Control – Contractor shall monitor the conditions of the plant material to ensure proper fertilization and weed control. The contractor will include in the bid a proposed schedule and commentary on the implementation of this activity. This requirement shall be at **no** additional cost and shall be included in the “per mowing cycle cost” for the Landscape and Maintenance program. Additionally, bidders will be required to provide notification to Airport Managers office prior to beginning fertilization and weed control, as to allow for notification and monitoring.

Shrub and Tree Maintenance - Pre-emergence herbicides will be applied to all shrub/tree beds prior to weed germination in March/April. Manual removal of any weeds over 4" in height shall be provided. Post emergence herbicides shall be carefully utilized as spot treatments in shrub beds during the growing season for control of weed escapes.

Fertilization shall be conducted during both spring and fall on all shrub and ornamental trees to be applied at rates conducive for optimum growth (Soil analysis utilized for appropriate types and rates).

Pruning of ornamental trees and shrubs will be completed in a timely manner according to plant specifications.

Median Islands - All landscaped intersection islands and road medians shall be mowed per the regular scheduled mowing cycle. Weeds removed and weed control applied as needed but not less frequently than twice a month.

REVISED SCOPE OF WORK

Pine Straw/Mulch- All trees and shrub beds shall be strawed or mulched twice per year; once in the spring and once in the fall.

Trash Removal – On a weekly basis, contractor shall patrol all named streets on the airport to collect trash. All trash is to be bagged and properly removed for disposal. Illegal signs are to be removed. Illegal signs are defined as any sign that is mounted on any utility pole or any temporary sign within 12 feet of the curb or edge of pavement in the right of way. Limbs and other debris shall be removed the same as trash.

Schedule - The on-going grass cutting, landscape maintenance, curb maintenance/edging and trash pickup services shall be performed according to the following schedule. Maintenance shall occur on consecutive days, and unless otherwise stated, must be completed in a 5 day period. A regular service schedule must be provided to the Airport Managers office as to allow for adequate notification to property owners. The services shall be performed during the following hours: 7 a.m.-6 p.m. - Monday thru Friday. Attention should be made to ensure completion of services before the weekends in order to offer the best appearance of the airport grounds. In instances of inclement weather, it may become necessary to fulfill the contract requirement on the weekends. Contractor shall remove and dispose of all lawn clipping and debris prior to leaving the work area. Contractor shall assure that the work area will have a finished appearance at the end of the workday.

Work Area

Aviation Circle
 Airway Road
 Aero Drive
 South Airport Road
 Martin Luther King Jr. Drive
 Wendell Drive
 Mercury Drive
 Fairburn Road
 Fulton Industrial Blvd
 Sandy Creek Road

Month	Mowing	Curb/Sidewalk Edging	Trash pickup
January	2	2	Weekly
February	2	2	Weekly
March	3	3	Weekly
April	4	4	Weekly
May	4	4	Weekly
June	4	4	Weekly
July	4	4	Weekly
August	4	4	Weekly
September	4	2	Weekly
October	3	2	Weekly

<RFP Project Number>

General Landscaping and Lawn Care Services for Countywide Facilities

REVISED SCOPE OF WORK

November	3	2	Weekly
December	2	2	Weekly

INSTRUCTIONS

Contractor is required to submit a technical report on services calls within five (5) days of completion. Contractor will not receive payment for any invoices until the technical report is received. The report must contain the following information:

- 1. Detailed description of services performed.
- 2. Start time and completion time of services.
- 3. Date services were performed.
- 4. Location of services.
- 5. Pictures of before and after work will be submitted in a report to Airport Management.

The following is a list of personnel authorized to place calls against this contract and approve overtime.

Title

Airport Manager	Timothy Beggerly	(404) 613-4203
Assistant Airport Manager	Jonathan Gauthier	(404) 906-8907
	Willie Franklin	(404) 613-4204

WORKING HOURS

This contract is to provide services on a scheduled basis. Services may be performed any time between the hours of 7:00 A.M. and 6:00 P.M., Monday through Friday. Contractor must provide service on a weekly schedule and will not be paid if work is not performed during the scheduled week; however, noisy and/or loud sounding equipment shall not be operating at times which would be likely to disturb nearby residents. Any work performed outside of normal working hours (including weekends and holidays) shall observe these same noise restrictions. The contractor shall respond to requests in accordance with the following criteria:

Emergency Requests: Services must be provided within one (1) hour to mitigate the emergency situation

Urgent Requests: Services must be provided within twelve (12) hours

Routine Request: Services must be provided within two (2) days

Fulton County Executive Airport – Brown Field reserves the right to add or delete site/sites at any time by submitting a written notification to the Contractor thirty (30) days before adding or deleting any site/sites.

EXHIBIT D

PROJECT DELIVERABLES

Contained in the Scope of Work

PROJECT DELIVERABLES

EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$278,000.00. The detailed costs are provided below:

REVISED COST PROPOSAL FORM

EXHIBIT 1

COST PROPOSAL FORM

(A) North Fulton Sites

No	County Facilities	Pricing
1	ADTC	\$ 9,345
2	Alpharetta Branch	\$ 11,000
3	Buckhead Branch	\$ 6,000
4	Dorothy Benson Senior Center	\$ 28,000
5	East Roswell Branch	\$ 11,900
6	Milton Branch	\$ 13,000
7	Morgan Falls Cell Tower Site	\$ 3,600
8	North Fulton Health	\$ 18,000
9	NE/Spruill Oaks Branch	\$ 20,800
10	North Annex	\$12,000
11	North Training Center	\$9,800
12	Northside Branch	\$12,700
13	Ocee Branch	\$18,000
14	Peachtree Branch	\$1,800
15	Roswell Branch	\$19,500
16	Sandy Springs Branch	\$20,800
17	Turner Field Lots (R/Y/B/S)	\$15,000
18	Water Resources Building (Public Works Site)	\$ 87,000
19	Juvenile Court - Added	\$6,000
20	Mechanicsville Branch - Added	\$18,000
21	Iman Park	\$6,000
22	Silver Lot 1 (Juvenile Court Parking Lot) - Added	\$ 6,000
23	Silver Lot 2 - Added	\$6,000
24	Silver Lot 3 - Added	\$6,000
25	Brown Lot - Added	\$6,000
26	Yellow Lot - Added	\$5,000
27	Red lot- Added	\$5,000
28	Warehouse (79 Milton Ave) - Added	\$ 9,000
29	Contingency (additional services)	\$25,000.00
30	Design & Installation/Contingency	\$ TBD by the County
31	Proposal Cost for (A) North Fulton Sites	\$ 416,245

REVISED COST PROPOSAL FORM**(B) South Fulton Sites**

No	County Facilities	Pricing
1	Adams Park	\$ 9,000
2	Adamsville Branch	\$ 9,000
3	Adamsville Health Center	\$ 9,800
4	Airport Complex (complete)	\$ 72,000
5	Airway Motel	\$ 9,000
6	Auburn Avenue Research Branch Library	\$ 5,000
7	Auburn Senior Center	\$ 6,000
8	Aviation CCC	\$ 5,700
9	H. J. C. Bowden Senior Center	\$ 20,000
10	Camp Truitt	\$ 12,000
11	Camp Truitt	\$ 5,800
12	Central Training Center	\$ 18,000
13	Charles Justice Center	\$ 4,800
14	Cleveland Avenue Branch	\$ 10,200
15	College Park Branch	\$ 11,000
16	College Park Health Center	\$ 20,100
17	Commerce Way Parkway	\$ 6,700
18	Community Clubhouse	\$ 4,800
19	Darnell Senior Center	\$ 16,000
20	David L Hagins Firing Range	\$ 6,000
21	Dogwood Branch	\$ 11,200
22	Dogwood Senior Center	\$ 7,000
23	East Atlanta Branch	\$ 6,500
24	East Point Branch	\$ 12,400
25	Election Warehouse	\$ 3,600
26	Executive Hotel	\$ 9,000
27	Fairburn Branch	\$ 8,200
28	General Services Building	\$ 9,700
29	Hammond House Museum	\$ 6,000
30	Hapeville Branch	\$ 10,000
31	Hapeville Health	\$ 12,000
32	Jail Complex	\$ 36,000
33	Jerre Wells Health	\$ 4,800
34	Justice Center	\$ 7,900
35	Kirkwood Branch	\$ 9,870
36	Knight Hotel	\$ 10,800
37	Medical Examiners	\$ 11,000
38	Metro Library	\$ 18,000
39	Helene S. Mills Senior Center	\$ 17,500
40	MLK Jr. Branch	\$ 12,000
41	Neighborhood Health Center	\$ 8,000
42	New Beginnings Senior Center	\$ 13,500

REVISED COST PROPOSAL FORM

43	NW Atlanta Branch	\$ 20,800
44	Oak Hill Senior Center	\$ 26,000
45	Old National Police Precinct	\$ 10,100
46	Palmetto Branch	\$ 21,000
47	Palmetto Senior Center	\$ 17,000
48	Police Major Case	\$ 9,800
49	Police Tactical	\$ 10,500
50	Ponce De Leon Branch	\$ 8,500
51	Public Safety Training	\$ 15,000
52	Quality Living Center	\$ 10,200
53	SE Senior Center	\$ 20,100
54	South Annex	\$ 44,000
55	South Fulton Branch	\$ 23,000
56	South Training	\$ 17,500
57	Southeast Branch	\$ 17,000
58	Southwest Branch	\$ 18,000
59	Stewart-Lakewood Branch	\$ 9,100
60	Washington Park Branch	\$ 9,800
61	West End Arts Center	\$ 13,000
62	West End Branch	\$ 12,000
63	West Mental Health	\$ 9,400
64	Wolf Creek Amphitheater	\$ 48,000
65	Wolf Creek Branch	\$ 21,000
66	Wolf Creek Trail	\$ 6,500
67	Jail Complex 2 (Old Jail buildings)	\$ 5,500
68	Jail Complex 3 (Overflow parking lot)	\$ 5,500
69	Jail Complex 4 (Residential Buffer)	\$ 5,500
70	Village Drive Parcel	\$ 1,800
71	Fifty-Four Columns- Art Monument	\$ 4,800
72	Red Roof Inn Hotel	\$ 5,600
73	Mercury Dr Parcel	\$ 3,000
74	Gas Station (Fulton Industrial)	\$ 3,600
75	McDonalds Building (Fulton Industrial)	\$ 2,800
76	South Fulton Health Center	\$ 13,000
77	Loch Lomand Trail	\$ 3,800
78	Church Street Property (litter pickup only)	\$ 1,800
79	Jonesboro Road	\$ 5,600
80	Dill Avenue	\$ 3,600
81	Airport Complex (2) (Public Works)	\$ 16,000
82	Stonewall Tell Road Maintenance Facility	\$ 18,000
83	Fulton County Animal Services Facility	\$ 36,000
84	Fulton County Public Safety Training Center	\$ 12,000
85	New Horizons Senior Center - Added	\$ 11,800
86	Hapeville Senior Center - Added	\$ 9,800

REVISED COST PROPOSAL FORM

87	Sheriff K9 Facility - Added	\$ 12,000
88	Jail Residential Buffer - Added	\$ 3,600
89	Vacant Lot - Added	\$ 3,600
90	Homeless Shelter - Added	\$ 8,800
91	Generator Area - Added	\$ 4,800
92	Sheriff Motor Pool - Added	\$ 8,800
93	Central Court Complex - Added	\$ 13,000
94	Contingency (additional services)	\$175,000.00
95	Design & Installation/Contingency	\$ TBD by the County
96	Proposal Cost for (B) South Fulton Sites	\$ 1,322,270

Total Base Bid

1	Proposal Cost for (A) North Fulton Sites	\$ 416,245
2	Proposal Cost for (B) South Fulton Sites	\$ 1,322,270
3	Total Proposal Cost for A & B/Base Bid	\$ 1,738,515

***Prices for additional services will be billed as time and material under the contingency**

Pricing for Service as Needed Basis: Labor Hour(s)

	PRICING FOR ADDITIONAL SERVICES	Price
1	Landscapers (Hourly Rates)	\$ 35
2	Irrigation Professional (Hourly Rates)	\$ 95
3	Project Manager (Hourly Rates)	\$ 125
4	Landscape Architect/Design Professional (Hourly Rates)	\$ 225
5	Additional positions as needs/identified by the proposer	\$ 45

EXHIBIT F

PURCHASING FORMS

STATE OF GEORGIA
COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **Georgia Green Landscaping** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

353947

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent (Insert Contractor Name)
 Owner

Title of Authorized Officer or Agent of Contractor
 Mark Gregory

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 25 day of October, 2024.

Notary Public: Josh B

County: Cobb



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Commission Expires: 04/10/2028



**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[Georgia Green Landscaping]** behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program⁴, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

353947

EEV/Basic Pilot Program* User Identification Number

Steve Rebolledo / Bubba Stump Grinding LLC

BY: Authorized Officer of Agent

(Insert Subcontractor Name)

Owner

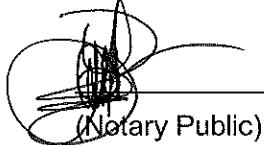
Title of Authorized Officer or Agent of Subcontractor

Steve Rebolledo / Bubba Stump Grinding LLC

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 30 day of October, 2024


(Notary Public)



Laura Rawson
NOTARY PUBLIC, STATE OF SOUTH CAROLINA
(Seal)
My Commission Expires 12/06/2025

Commission Expires: 12.03.2025

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES

NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES

NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES

NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES

NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES

NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One:

YES

NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES

NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 25 day of October, 2024

Georgia Green Landscaping 10/25/24
(Legal Name of Proponent) (Date)

[Signature] 10/25/24
(Signature of Authorized Representative) (Date)

OWNER
(Title)

Sworn to and subscribed before me,

This 25th day of October, 2024

[Signature]
(Notary Public) (Seal)



Commission Expires 04/10/2028
(Date)

FORM C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Mark Gregory
3605 Sandy Plains Road
Suite 240-102
Marietta, GA 30066

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

In the landscape business- Owner of company

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

None

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Georgia Green Grounds Care LLC dba Georgia Green Landscaping

Performing work as: Prime Contractor ^x Subcontractor/Sub-Consultant

Professional License Type: Landscape

Professional License Number: 13412103

Expiration Date of License: 12-31-2024

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:

Date:

(ATTACH COPY OF LICENSE)

Control No.: 13412103

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brian P. Kemp**, The Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

GEORGIA GREEN GROUNDS CARE LLC
a Domestic Limited Liability Company

is hereby issued a CERTIFICATE OF ORGANIZATION under the laws of the State of Georgia on **March 14, 2013** by the filing of all documents in the Office of the Secretary of State and by the paying of all fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on May 14, 2013



A handwritten signature in black ink, appearing to read "B: P. Kemp".

Brian P. Kemp
Secretary of State

Tracking #: g1fgYCel

STATE OF GEORGIA
COUNTY OF FULTON

N/A

form E: Local Preference AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror _____ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed “non-responsive” and shall not be considered for award of the applicable contract.

(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

N/A

Sworn to and subscribed before me,

This _____ day of _____, 20____

(Notary Public) (Seal)

Commission Expires: _____
(Date)

STATE OF GEORGIA
COUNTY OF FULTON

N/A N/A

form F: SERVICE DISABLED VETERAN Preference AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed “non-responsive” and shall not be considered for award of the applicable contract.

(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

N/A

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This _____ day of _____, 20____

(Notary Public) (Seal)

Commission Expires: _____
(Date)

N/A

EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Mark Gregory),

Name

Owner

Georgia Green Landscaping

Title

Company Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) It is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) The promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) The promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) The failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) The bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102-436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Mark Gregory

TITLE: Owner

SIGNATURE:



EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit the form that lists all subcontractors/suppliers who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name: Georgia Green Landscaping

ITB/RFP Name & Number: 24RFP103124C-MH - General Landscaping and Lawn Care Serv

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is NOT ☒ is ☐ a minority or female owned and controlled business enterprise. ☐ African American (AABE); ☐ Asian American (ABE); ☐ Hispanic American (HBE); ☐ Native American (NABE); ☐ White Female American (WFBE); ☐ Small Business (SBE); ☐ Service Disable Veteran (SDVBE) ☐ Disadvantage Business (DBE) **If yes, Prime must submit a copy of recent certification.
☒ Male or ☐ Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Joint Venture Prime Contractor:

\$ OR 80 %

2. This information below must be completed and submitted with the bid/proposal when a joint venture (JV) approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement as outlined on page 3 Section 6.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all subcontractor/suppliers participating on the project. (COMPLETE Exhibit B2 FORM)

Total Dollar Value of Certified Subcontractors: (\$)

Total Percentage of Certified Subcontractors: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Form and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event, the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and has verified its intention to participate.

Signature:



Title: Owner

Business or Corporate Name: Georgia Green Landscaping

Address: 3605 Sandy Plains Road Suite 240-102 Marietta, GA 30066

Telephone: () 706-523-1139

Fax Number: ()

Email Address: mark@georgiagreen.com

[illegible]

EXHIBIT C
FORM SUBCONTRACTOR

[illegible]

Company Name: Georgia Green Landscaping

Project # & Title: General Landscaping and Lawncare Services for Countywide Facilities FY25

Printed Signature: _____ Date: 10-25-2024

Date: 10-25-2024

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mallory Agency PO BOX 1209 Lagrange GA 30241		CONTACT NAME: Tammie Sheppard PHONE (A/C, No, Ext): 706-407-2018 FAX (A/C, No): 706-884-8039 E-MAIL: coi@malloryagency.com ADDRESS:	
License#: 1305468 GEORGE-01		INSURER(S) AFFORDING COVERAGE	
INSURED Georgia Green Grounds Care LLC 3605 Sandy Plains Rd Ste 240-102 Marietta GA 30066		INSURER A: Grange Indemnity INSURER B: Grange Mutual Casualty INSURER C: Accident Fund Insurance Company of America INSURER D: INSURER E: INSURER F:	
		NAIC # 10322 14060 10168	

COVERAGES

CERTIFICATE NUMBER: 1209760089

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL NED	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	GPP2859604	7/28/2024	7/28/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRE AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA 2716509	7/28/2024	7/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y		CUP2716623	7/28/2024	7/28/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	100071333	12/10/2023	12/10/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BH MANAGEMENT SERVICES, LLC., THE OWNERSHIP ENTITIES OF THEIR OWNED OR MANAGED PROPERTIES INCLUDING THEIR PARENT ORGANIZATIONS AND THEIR RELATED ENTITIES, THEIR OFFICERS, DIRECTORS, PARTNERS, MEMBERS, EMPLOYEES AND MANAGERS are included as Additional Insureds on the General Liability policy. The coverage is Primary and Non-Contributory. Waiver of Subrogation form applies on the General Liability policy when required by written contract. Excess/Umbrella policy follow form.

CERTIFICATE HOLDER

CANCELLATION

BH Management Services LLC c/o RealPage Vendor Credentialing P.O. Box 115006 Carrollton TX 75011	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Tammie Sheppard</i>
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