

REQUEST FOR PROPOSAL (RFP) 2026-0010
CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

Opens: Wednesday, June 24, 2026, 1:00 PM, EST

Optional Pre-Proposer's Conference – In Person
Wednesday, July 1, 2026, 11:00 AM EST
Stockbridge City Hall Building
4640 N. Henry Boulevard, Levi Conference Room, 1st Floor
Stockbridge, Georgia 30281

PROPOSAL DUE DATE:
Friday, July 24, 2026, 3:00 PM EST

Proposals shall only be accepted online through the Bonfire Portal at:
[Bonfire Portal](#)

Proposals submitted in any other format (email, paper, fax, mail, etc.)
will not be accepted.

Instructions to Offerors:

1. All communications during the RFP process is prohibited once the solicitation is advertised, to ensure fairness, transparency, and to maintain procurement integrity. For this reason, only clarifying procedural questions are accepted during the Q&A Opportunity as indicated in number two (2) below.
2. All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: [Bonfire Portal](#)
3. Questions are due no later than **Friday, July 10, 2026, 12:00 Noon, EST**. Questions received after this date and time will not be answered.
4. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes, and other important information regarding the solicitation related to this solicitation will be posted on Bonfire website at [Bonfire Portal](#) and it is the Offeror's responsibility to check the Bonfire portal for any addendum or other communications related to this solicitation.
5. The City of Stockbridge reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Stockbridge.
6. The City of Stockbridge is not responsible for any technical difficulties. It is highly recommended that all potential contractors submit their quotes prior to the due date of this solicitation.

PROPOSAL LETTER

We propose to furnish and deliver all the deliverables and services named in the attached Request for Proposal (RFP). The price or prices offered herein shall apply for the period stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the City of Stockbridge Procurement Manual as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this statement of Proposal and proposal constitutes an offer, which when accepted in writing by Purchasing Office, City of Stockbridge, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Stockbridge.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Stockbridge reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this statement of Proposal and proposal shall be valid and held open for a period of one hundred twenty (120) days from opening date.

PROPOSAL SIGNATURE AND CERTIFICATION (Proposer to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____

Email _____

Contract

RFP 2026-0010, City of Stockbridge Landscape Maintenance Services

This **CONTRACT** made and entered into this ____ day of _____, 2026 by and between the City of Stockbridge, (Party of the First Part, hereinafter called the “City”), and _____, Party of the Second Part, hereinafter called the “Service Provider” or “Contractor”).

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

This Agreement shall be effective upon its execution (the “Effective Date”). The services to be performed under this Contract shall commence upon the date stated in the notice to proceed letter. This Contract shall terminate absolutely and without further obligation on the part of the City on December 31, 2027 (one year three-month initial term), and each December 31 of each succeeding and renewed year, as require by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

OPTIONAL RENEWALS:

This Contract may be renewed at the sole discretion of the City for four (4) additional twelve-month optional terms, upon the same terms and conditions, as provided for in this Contract, unless terminated by the City, by notice to the service provider or termination and non-renewal by December 31 of the Contract year.

Upon each renewal option, the contractor shall provide the City with updated contact information for the designated person responsible for overseeing the work. This information must include their name, telephone number, email address, cell phone number, and contact information for their immediate supervisor.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all of the

Contract documents:

- Exhibit A: General Conditions.
- Exhibit B: Scope of Work And Specifications.
- Exhibit C: Request for Proposal.
- Exhibit D: Bond Documents.
- Exhibit E: Georgia Security And Immigration Compliance Act Affidavit.
- Exhibit F: Drug-Free Work Place.
- Exhibit G: Purchasing Policy Addendum.
- Exhibit H: Affidavit Verifying Status for Public Benefit Application.
- Exhibit I: References.
- Exhibit J: Cost Proposal.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the “Work”).

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, Service Provider guarantees that the maximum price for materials, labor and expenses, shall be the amount reflected in Exhibit J.

5. INDEMINIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A. --- General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provided by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon (30) days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Henry County, Georgia.

14. MERGER CLAUSE:

The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

Signatures on following page.

STOCKBRIDGE, GEORGIA

By: _____

Jayden Williams

Mayor, City of Stockbridge, Georgia

ATTEST: _____

Cassandra Lester

Interim City Clerk

APPROVED AS TO FORM:

City Attorney

SERVICE PROVIDER:

Signature _____

Date _____

Print Name _____

Print Title _____

ATTEST:

Signature

Date _____

Print Name _____

Print Title _____

EXHIBIT A
GENERAL CONDITIONS

1. SCOPE OF WORK

The Contract will be to provide services to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Scope of Services attached hereto as Exhibit B

2. REGULATIONS

- 2.1 The Service Provides shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Service Provider shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinance, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Service Provider shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies, The Service Provider shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.
- 2.4 The Service Provider will comply with the City of Stockbridge's purchasing policies.
- 2.5 Service Provider will complete all work in accordance with all applicable legal requirements, including but not limited to O.C.G.A. § 50-5-63, as applicable.

3. SERVICE PROVIDER'S PERSONNEL

- 3.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 3.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS E-Verify or SAVE program.
- 3.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to

EXHIBIT A
GENERAL CONDITIONS

identify and understand all signs and notices in and /or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Service Provider will have someone in attendance at all time who can communicate instructions to said employees.

- 3.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees having tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City, if requested.
- 3.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
- 3.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.
- 3.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 3.8 While working on city property all Service Provider's employees shall wear neat-appearing business casual attire or uniforms with the company name and/ or logo and footwear of a style that the complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 3.9 Designation of Supervisor-the Service Provider shall designate an experienced Supervisor ("Supervisor") acceptable to the City for all purpose related to the work. The initial Supervisor shall be (TBD).
 - 3.9.1 The Supervisor shall be fully responsible for the Service Provider meeting all of its obligations under this Contract. The Supervisor shall provide the City with an appropriate status report on the progress of the project.
 - 3.9.2 The Supervisor shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the

EXHIBIT A
GENERAL CONDITIONS

Supervisor and the City, but the final required times will be the City's discretion.

3.9.3 In the event that the designated Supervisor terminates employment with the Service Provider or is requested by the City to be removed from the role of Supervisor (as provided in Section 3.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.

3.10 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

4. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Service Provider to provide for all tools, parts, and equipment necessary to perform work under this Contract.

5. PERFORMANCE REQUIREMENTS

5.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and industry standards. The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.

5.2 The Service Provider's personnel shall perform work in compliance with all Federal, State, and City of Stockbridge regulations.

5.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).

5.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.

5.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

EXHIBIT A
GENERAL CONDITIONS

6. CONFIDENTIAL INFORMATION

- 6.1 In the course of performing the Contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.
- 6.2 The Service Provider agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontracts who have a legitimate need to know such information and only after advising such persons of the Service Provider's non-disclosure obligations.
- 6.3 The Service Provider shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Service Provider's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 6.4 The Service Provider shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Service Provider employs and takes to protect its own information, but in no event shall the Service Provider use less than reasonable efforts to protect the City's information.
- 6.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

7. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Service Provider shall keep the premises free from accumulation of waste materials, and other debris resulting from work and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

8. SAFETY AND PROTECTION

The Service Provider shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the worksite and other persons including, but not limited to, the general public who may be affected thereby.

9. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

- 9.1 The City shall pay the Service Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in the Section.

EXHIBIT A
GENERAL CONDITIONS

- 9.2 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Service Provider shall provide the Proof of Payment indicating all subcontractors have paid, with each invoice.
- 9.3 The Service Provider shall deliver to the City approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.
- 9.4 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.
- 9.5 The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amount owed to Service Provider hereunder.
- 9.6 The Service Provider shall submit all invoices with purchase order number to: City of Stockbridge, GA, Accounts Payable, 4640 N. Henry Blvd Stockbridge, GA. 30281.
- 9.7 The Service Provider will agree to comply with the City of Stockbridge's Financial Policies and Purchasing Policy, to the extent applicable.
- 9.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Stockbridge for work done, materials furnished, costs incurred or otherwise arising out of this contract and shall release the City from any and all further claims related to the payment for services and materials furnished in connection with this Agreement.
- 9.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

10. COMPLIANCE WITH LAWS AND REGULATIONS

- 10.1 The Service Provider shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, Henry County, the

EXHIBIT A
GENERAL CONDITIONS

City of Stockbridge, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider's performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonable request in connection with any such challenge or contest by the City.

- 10.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefore.
- 10.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of an employees; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300-104-1-.02.

11. SERVICE PROVIDER'S LIABILITY

The Service Provider shall be responsible for the prompt payment of any fines imposed on the city or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider's, or its subcontractor's (or the officers' directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 11 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provision of Section 12 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

12. INDEMNIFICATION AND INSURANCE

- 12.1 This section omitted.
- 12.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.

EXHIBIT A
GENERAL CONDITIONS

- 12.3 To the extent allowed under Georgia law, the Service Provider shall indemnify and hold harmless the City, and the City's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Service Provider or Service Provider's officers, directors, partners, employees, or Consultants. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in the performance of the Contract.
- 12.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.
- 12.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 12 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

EXHIBIT A
GENERAL CONDITIONS

12.6 No provisions of Section 12 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

12.7 Insurance

12.7.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Service Provider's performance of the Contract work:

(1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Service Provider's covenants to and indemnification of the City under the Contract, and

(2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLORS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

12.7.1.1 Self-Insured Retention. Service Provider's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the City Manager. Service Provider's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Manager.

12.7.1.2 Additional Insured Endorsement. Service Provider agrees and shall cause the City their member (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured under such policy or policies of commercial general and automobile liability insurance.

12.7.1.2 Workers' Compensation and Employer's Liability. If Service Provider has any employee working on City property, Service Provider shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Service

EXHIBIT A
GENERAL CONDITIONS

Provider's employer's liability insurance shall not be less than \$100,000 for "each employee." If the Service Provider is self-insured, the Service Provider shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

12.7.1.3 Professional Liability Insurance. The Service Provider shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Service Provider from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.

12.7.4 Health Insurance. Not applicable.

12.7.5 Garage Liability Insurance. Not applicable.

12.7.6 Garage Keeper's Legal Liability Insurance. Not applicable.

12.7.7 Crime Coverage. Not applicable.

12.7.8 Pollution Liability Insurance. Not applicable.

12.7.9 Deductibles. The Service Provider's policies of insurance required by this Section 12.7 may require the Service Provider's payment of a deductible, provided the Service Provider's insurer is required to pay claims from the first dollar at 110% of the claim value without any requirement that the Service Provider pay the deductible prior to its insurer's payment of the claim.

12.7.10 Other Insurance Requirements. All insurance policies required by this Section 12.7 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 13.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 12.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability,

EXHIBIT A
GENERAL CONDITIONS

any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

13. LIABILITY INSURANCE

- 13.1 N/A
- 13.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A- Financial Rating and a Financial Size Category of "Class VIII" or higher that the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

14. CONTRACT ADJUSTMENTS

- 14.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Service Provider's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletion or additions to the scope of work will be set forth in a written Amendment to this Contract.

EXHIBIT A
GENERAL CONDITIONS

- 14.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 14.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Service Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

15. SUBCONTRACTORS

- 15.1 The Service Provider shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Service Provider; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Service Provider shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Service Provider from using the services of a common carrier for delivering goods to the City. The City approves the sub-Service Providers listed in the Statement of Qualifications.
- 15.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 15. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as the apply to the Service Provider. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.
- 15.3 In the event that the Service Provider employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Service Provider for work performed by a subcontractor) shall be submitted to the City by the Service Provider and the City shall pay all compensation to the Service Provider. It shall be the sole responsibility of the Service Provider to deal with a subcontractor with respect to the collection and submission of invoices and the

EXHIBIT A
GENERAL CONDITIONS

payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

16. DEFAULT AND TERMINATION

16.1 In the event that:

- 16.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or
- 16.1.2 the Service Provider shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or
- 16.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 16.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision for this Contract; or
- 16.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 16.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 16.1.7 there is any assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or
- 16.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have

EXHIBIT A
GENERAL CONDITIONS

the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

- 16.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.
- 16.3 Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty(60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party,

EXHIBIT A
GENERAL CONDITIONS

including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

(i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code.

Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material (s) to be available to the City.

(iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

17. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Manager or designee may, from time to time, designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR, designated to serve in that capacity in the absence of the CAR. Such individuals shall have authority to act on the City's behalf only as the City Manager may from time to time expressly delegate to them; however, in no event shall the CAR have authority to modify or terminate this Contract, or to make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments, or payment disputes.

EXHIBIT A
GENERAL CONDITIONS

18. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a power to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

19. NOTICES

19.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.

19.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand delivered to the City Manager, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally-recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

City of Stockbridge, GA
ATTN: City Manager
4640 N. Henry Blvd.
Stockbridge, GA 30281

Service Provider: _____

19.3 Either party may change its notice address by written notice to the other given as provided in this section.

EXHIBIT A
GENERAL CONDITIONS

20. NONDISCRIMINATION

20.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

20.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Contract.

20.1.2 Nondiscrimination. The Service Provider, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

20.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider’s obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color or national origin.

20.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions, the Service Provider shall so certify to the City , as appropriate, and shall set forth what efforts it has made to obtain the information.

20.1.5 Sanctions for Noncompliance. In the event of the Service Provider’s noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

20.1.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or

20.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

EXHIBIT A
GENERAL CONDITIONS

- 20.1.6 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 20.1.1 through 20.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.
- 20.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

21. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Cod. This provision shall survive the expiration or termination of the Contract.

22. GENERAL PROVISIONS

- 22.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall

EXHIBIT A
GENERAL CONDITIONS

be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Request for Proposal, and (vii) the Bid Form.

- 22.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relation to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 22.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or , at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 22.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 22.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Henry County, Georgia, and the

EXHIBIT A
GENERAL CONDITIONS

Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.

- 22.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 22.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 22.8 The delay or failure of the City at any time to insist upon a performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 22.9 If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.
- 22.10 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 22.11 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.

EXHIBIT A
GENERAL CONDITIONS

- 22.12 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulation, rules and policies of any governmental authority, including the City, relating to security issues.
- 22.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 22.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 22.15 The Service Provider is an independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 22.16 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonable acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transaction from other transactions of the Service Provider and

EXHIBIT A
GENERAL CONDITIONS

subcontractors, and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be made available in Henry County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall

EXHIBIT A
GENERAL CONDITIONS

forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the Service Provider has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 22.17 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 22.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 22.19 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.
- 22.20 In computing any period of time established under this Contract, except as otherwise specified herein the word "days" when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 22.21 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 22.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 22.23 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings

EXHIBIT A
GENERAL CONDITIONS

brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.

- 22.24 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

23. GRATUITIES, REBATES, OR KICKBACKS.

- 23.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.
- 23.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

End of General Conditions.

EXHIBIT B

SCOPE OF WORK AND SPECIFICATIONS

Scope of Services

The Contractor shall furnish all labor, equipment, transportation, insurance, incidentals and other needed items to perform all work for the landscape and ground maintenance services for City facilities listed in this Request for Proposal (RFP). Work to be performed comprises general grounds keeping, horticultural maintenance, irrigation and cleanup of landscape areas as designated in each service area and the list of locations and when necessary, repairs to vandalism, irrigation systems and replacement of plant materials. Services to be rendered include but are not limited to the following:

1. Maintenance of turf and ground cover areas, mowing and edging.
2. Removal of litter and debris from turf, planter beds, fence lines and street curbs.
3. Pruning of trees and shrubs.
4. Application of chemical agents for control of weeds, plant disease and insects that are harmful to plant growth and/or pedestrians.
5. Monthly inspection and maintenance of irrigation systems by a licensed irrigator (provide evidence of such licensure).
6. Replacement of plant material.
7. Other work as defined.

Landscape Service Locations include, but are not limited to the following:

City Facility	Address	Landscaping Service	Lawn Care Service	Irrigation Service
City Hall	4640 North Henry Blvd	✓	✓	✓
City Hall Fountain Area	4640 North Henry Blvd	✓	✓	✓
Amphitheater	4650 North Henry Blvd	✓	✓	✓
Municipal Courts	4602 North Henry Blvd	✓	✓	✓
Police Department	4545 North Henry Blvd	✓	✓	✓
Public Works Administration Building	321 Taylor Drive	✓	✓	n/a
Municipal Park	4557 North Henry Blvd	✓	✓	✓
MMCC and Administration Building	111 Davis Road	✓	✓	✓
Downtown Connection Center	130 MLK Sr. Heritage Trail	✓	✓	n/a
Streetscape				
MLK, Sr. Heritage Trail Streetscape	MLK Sr. Heritage Trail	✓	n/a	n/a
East Atlanta Road Streetscape	East Atlanta Road	✓	n/a	n/a
North Henry Blvd Streetscape	North Henry Blvd	✓	n/a	n/a
Historical Markers				
Floyd Chapel Baptist Church Historical Marker	104 1st Street	✓	n/a	n/a
Green Front Café Historical Marker	112 2nd Street	✓	n/a	n/a

The Contractor shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced.

EXHIBIT B
SCOPE OF WORK AND SPECIFICATIONS

Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

The intent is to maintain a Class A appearance of the properties as determined by the City of Stockbridge. The Contractor shall maintain such appearance. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by the City of Stockbridge.

Changes to the Scope of Work and Termination of Contract

- A. The City reserves the right to add, delete and or change Scope of Services of this contract and may do so by submitting written notification to Contractor. Any increase or decrease in maintenance fees shall be negotiated at that time and incorporated into the contract documentation.
- B. Upon receiving notice of the change, the Contractor's monthly invoice shall be adjusted, if necessary, to reflect the value of the change in the services under this contract.
- C. The City may cancel the contract at any time for any reason upon giving thirty (30) days' written notice to the Contractor.
- D. The City shall have the right to cancel this Agreement immediately without prior notice for any breach of any provision of the contract if not cured within seven (7) days from written notice from the City.

Property Tours

Before submitting a bid, each bidder shall have the opportunity to thoroughly examine the properties and fully understand the conditions that may affect the work proposed. Failure to inspect the sites in no way relieves the successful Contractor from the necessity of furnishing materials or performing any labor necessary for the satisfactory completion of the work.

Pre-Existing/Deficiency List

At the start of the contract, the Contractor shall inspect all flowers, trees, plants, containers, ground covers and any related ground keeping repairs for pre-existing conditions for all locations in each service area and in accordance with the Scope of Services incorporated herein. Within ninety (90) days of contract execution, the Contractor shall provide a written deficiency inspection report with illustrations that identifies and details all methods of repair and/or replacement components needed in order to properly maintain the landscape and grounds. The City or its authorized representative and the Contractor shall negotiate in good faith to establish the Final Deficiency List within the ninety (90) day period of contract execution. The Final Deficiency List will become part of the contract once developed and accepted by the City. Any deficiencies not included in the Final Deficiency List shall be the responsibility of the Contractor.

Quality Control

- 1. Contractor has completed within the past three (3) years a minimum of three (3) projects of similar nature and scope to the work being bid and the type of work completed is similar to that being bid.
- 2. Maintains a permanent place of business, with a minimum of five (5) years in business.
- 3. Has access to all necessary equipment and has organizational capacity (employees) and technical competence necessary to do the work properly and expeditiously.

EXHIBIT B
SCOPE OF WORK AND SPECIFICATIONS

4. Will provide a sworn financial statement upon request, which evidences the bidder has adequate financial resources to complete the work being bid, as well as all other work the bidder is presently under contract to complete.
5. Has a documented safety program with a history of satisfactory past performance.
6. The Contractor for work under this section shall be licensed by the State of Georgia to apply pesticides/insecticides approved for use in the State of Georgia.
7. Has a record of satisfactorily completing past projects. Criteria which will be considered in determining satisfactory completion of projects by Contractor will include:
 - a. Completed past contracts in accordance with the Contract Documents.
 - b. Diligently pursued execution of the work and completed past contracts according to established schedules.

Qualifications of Workers

Bidding firm shall have in its employ, a minimum of one (1) currently Certified Landscape Professional (CLP) as recognized by the Associated Landscape Contractors of America (ALCA). The signed bid form statement shall include the seal and signature and expiration date of the Certified Landscape Professional on the staff of the bidding firm.

Bidding firm shall have in its employ, a minimum of one (1) currently Certified Landscape Technician who is currently a Certified Landscape Technician (CLT) as recognized by the Associated Landscape Contractors of America (ALCA). The signed bid form statement shall include the seal and signature and expiration date of the Certified Landscape Technician on the staff of the Contractor.

General Landscape

The Contractor shall:

1. Furnish all labor, materials and equipment necessary to perform the work described within the Scope of Services in strict accordance with these specifications and subject to the terms and conditions of the contract.
2. Not post signs or advertising material anywhere on City properties or improvements thereon without prior written approval from the City or its authorized representative.
3. Ensure that all employees wear the appropriate personal protective equipment (PPE) for the activity they are performing.
4. Perform grass mowing, edging, trash and debris removal and power blowing of lawn areas.
5. Maintain the health and appearance of existing landscape plants, trees, shrubs, ground covers and lawn areas.
6. Ensure that each facility site is free of debris, weeds, insect infestation.
7. Replace plants or dead ground cover that died under the Contractor's care and not due to vandalism or circumstances beyond Contractor's control.
8. Reduce mowing frequency if a drought period is determined to exist and approved in advance by the City or its authorized representative and provide a revised mowing schedule to the City or its authorized representative for approval prior to implementing the schedule change.
9. Inspect existing irrigation systems at all locations by a licensed irrigator and provide the following:
 - a. Maintain and repair existing irrigation systems to support functional operations and ensure plant life receives sufficient levels of watering for healthy appearance. Report deficiencies and repairs made to the City or its authorized representative.

EXHIBIT B
SCOPE OF WORK AND SPECIFICATIONS

- b. The Contractor shall be required to make up missed scheduled cycled maintenance due to inclement weather conditions.
- c. For special events and activities, the City or its authorized representative may request additional landscape maintenance items or request a change/modification to the schedule.
- 10. Make adjustments setting to automatic controllers on a monthly basis to maintain a healthy lawn growth.
- 11. Replace existing irrigation systems and equipment damaged by the Contractor with original brand and model at the Contractor's expense.
- 12. Report in writing and provide illustrations of any conditions that are not conducive for thriving plant growth to the City or its authorized representative on a monthly basis.
- 13. Provide an option to subcontract with a certified tree pruning and tree removal company for any major tree removal/pruning work that is outside the scope of the landscaping maintenance contract. Subcontractor must be approved, in writing, by the City prior to work.
- 14. Respond to all emergencies within two (2) to four (4) hours of notification within specified hours and days of operation.
- 15. Establish and announce at the beginning of the contract a specific day of the week each facility will be maintained.
- 16. Perform all work in a professional skillful manner using quality equipment and materials.
- 17. Have a full-time staff employee that is State licensed to operate and apply chemicals in all categories and provide evidence of such licensure.
- 18. Secure any gated or doored areas that require landscaping services after services are completed.

The City shall monitor all work performed and meet as needed with the Contractor to discuss concerns, additions and/or deletions in the performance of the contract. Contractor shall maintain and have available for review all records that reasonably confirm frequency of tasks performed at each location.

Damages

- 1. All damages incurred to existing facilities by the Contractor's operation shall be repaired or replaced at the City's discretion and at the Contractor's expense.
- 2. All such repairs or replacements shall be completed within the following time limits:
 - a. Irrigation damage shall be repaired or replaced within three (3) working days including replacement of damaged sprinkler heads, risers, drip lines and bubblers.
- 3. All damage to shrubs, trees, turf or ground cover shall be repaired or replaced within five (5) working days.
- 4. All repairs or replacements shall be completed in accordance with the following maintenance practices:
 - a. Trees – A qualified tree surgeon or arborist shall remedy minor damage such as bark lost from the impact of mowing equipment. If damage results in the loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of the City.
 - b. Shrubs – Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the specific instructions of the City.
 - c. Chemicals – All damage resulting from chemical application, either spray-drift or lateral leaching shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support future plant life.

EXHIBIT B
SCOPE OF WORK AND SPECIFICATIONS

Safety Plan

1. Contractor is to submit a written safety plan to the attention of the City prior to commencement of work under this contract.
2. The Contractor agrees to perform all work outlined in this Scope of Services in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work. Contractor agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to full compliance with the applicable O.S.H.A. Safety Orders at all times so as to protect all persons, including Contractor's employees, City employees, vendors, members of the public or others from foreseeable injury or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
3. It shall be the Contractor's responsibility to inspect and identify any condition(s) that renders any portion of the maintenance area unsafe as well as any usage practices occurring thereon. The City shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections including but not limited to: filling holes in and correcting irregular turf areas and replacing valve box covers so as to prevent loss/damage and to protect members of the public or others from injury. The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring in the maintenance area. For any accident requiring medical attention, the Contractor is to notify the City immediately and file a written report to the City within three (3) working days.
4. It shall be the Contractor's responsibility to provide safety training to their employees. Documentation of this training must be available upon request.

Delays

The Contractor shall make a good faith effort to adhere to the contracted maintenance schedule. In the event that the Contractor is unable, for whatever reason, to maintain maintenance schedule (i.e. poor weather conditions, etc.), and the Contractor does not reschedule the service, or inform the City of intent to make up the service within seventy-two (72) hours, that amount for the failure to perform may be deducted from the Contractor's fee. If the work cannot be completed on the proposed scheduled day, the Contractor must notify the City or its authorized representative on that day to advise them accordingly.

Storm Water Prevention Program (SWPPP)

1. The Contractor shall ensure that all employees are trained and are aware of the following Site-Specific Storm Water Pollution Prevention Requirements:
 - a. No discharge of fertilizers, pesticide and waste into street or storm drains.
 - b. No blowing or sweeping debris into street or storm drains.
 - c. No hosing down of the parking lot.
 - d. No vehicle washing or maintenance on site.
 - e. Close dumpster lids at all time.
 - f. No disposing of wash water into street or storm drains.
 - g. Remove all foreign objects (leaves, cans, cigarette butts, paper, etc.) from in front of drainage inlets and gutter areas.
2. The Contractor must provide annual refresher training at their own cost on the Site- Specific Storm Water Pollution Prevention Requirements.
3. The Contractor shall document the training and provide a copy to the City.

EXHIBIT B

SCOPE OF WORK AND SPECIFICATIONS

Breakdown of Equipment

At all times the Contractor shall properly maintain a fleet of equipment, both as to condition and appearance, for use on the work under this contract. The Contractor shall have back-up equipment on hand in the event of a breakdown by the primary equipment. In case of breakdown by the primary equipment, immediate service within one (1) hour by the back-up equipment is required to complete the task.

Storage of Equipment

The Contractor must provide his own storage for equipment and other required parts and materials. The City will not provide storage for any Contractor equipment.

Maintenance Schedules

1. Contractor shall adhere to maintenance schedule.
2. Contractor shall contact the City or its authorized representative described within the Scope of Services on arrival at the respective site as per the weekly schedule for landscaping maintenance. The City will provide list of key personnel and contact information.
3. The Contractor **MUST** notify the City or its authorized representative, by e-mail, at least one (1) week prior of the scheduled date and time for all “specialty type” maintenance operations.

“Specialty Type” maintenance operations are defined as:

- Fertilization and aeration
- Turf removal, addition and reseeding
- Micro-nutrients/soil amendments
- Spraying of trees, shrubs or turf
- Aesthetic tree pruning
- Planting bed removals and/or additions
- Other items as determined by the City

Staffing/Managerial

1. There will be no subcontractors working on the City’s grounds and facilities without the express prior written consent of the City.
2. The Contractor shall provide a **Project Manager** that will be responsible for managing and overseeing services provided in all service areas and ensuring quality control. The Project Manager shall be responsible for all aspects of the successful implementation and management of landscaping and grounds maintenance projects including a complete and regularly scheduled program for maintaining the health and appearance of the City’s landscape, plantings and irrigation. The Project Manager must provide pro-active recommendations to the City for ongoing maintenance of City properties throughout the term of the contract.
3. The Contractor must provide a competent, English speaking **crew leader** for each crew, who can understand and speak English fluently, during all times while work is performed. The crew leader shall have the authority to represent or act on behalf of the Contractor in any matter pertaining to the performance of this contract. The Contractor shall furnish the names of all such crew leaders to the City prior to the commencement of this contract and further advise of any changes.
4. If in the opinion of the City, a Contractor’s employee is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, that employee shall be removed from all work under this contract.

EXHIBIT B
SCOPE OF WORK AND SPECIFICATIONS

5. The City may at any time give the Contractor notice to the effect that the conduct or action of a designated employee or the Contractor is, in the reasonable exercise of discretion of the City, deemed to be detrimental to the interest of the staff and the public patronizing the premises. Following the City's notice, the Contractor shall, at the City's discretion, take any of the following actions as listed below.
 - a. Immediately terminate such employee's work assignment at the premises and the Contractor shall not assign such employee to any other City facility contracted for and maintained.
 - b. The Contractor shall meet with the City to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the City that the conduct and action of the Contractor's employees will not be detrimental to the interest of the staff and public patronizing the premises.
6. The Contractor shall require each of its employees to adhere to basic public works standards of working attire. These are uniforms, proper shoes and other gear required by State Safety Regulations and proper wearing of the clothing. Shirts shall be worn and buttoned at all times.
7. Contractor's staff shall wear identification (uniform, logo tee shirt, etc.) allowing anyone to readily identify that individual as part of the Contractor's staff.
8. The Contractor nor any of its employees shall interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are being performed.
9. The Public Works Director or Designee shall make quarterly inspections with the Contractor at each site to review work performed. The Contractor shall maintain and have available such records that reasonably confirm frequency of tasks performance at each location. The Contractor shall furnish an itemized statement of work performed on all invoices.

Planting, Planter Boxes and Bed Care

1. The Contractor shall be required to provide the plant materials, soils, soil amendments and other necessary materials for installing plant annuals and associated plant materials. Maintenance and changing of seasonal colors is required.
2. Any exterior plant container planters located in the lobby areas and container planters in courtyard and balcony areas shall be serviced throughout all service areas. The Contractor shall be required to install four (4) feet of annual plant materials in each planter and be required to provide full sun tolerant materials for planters located in floor courtyard and balcony areas.
3. All diseased plants are to be removed from all beds and then properly disposed of offsite. Broken, damaged or unsightly flowers or plants are to be removed promptly and replaced with like kind or a variety of plant that is approved by the City or its authorized representative.
4. Special emphasis shall be placed on public safety during all operations, particularly when adjacent to roadways and sidewalks.
5. All trimmings and debris, etc. shall be removed by the Contractor and disposed of offsite.
6. The Contractor will be required to plant bedding materials such as flowers and shrubs as needed and in accordance with the City's landscaping policy. Pricing shall be bid on a case-by-case basis unless the plants are under warranty.
7. The Contractor shall conduct a major cleanup of all turf and planter bed areas and perform major trimming of all shrubs, planter beds and ground cover plants in late winter (no later than mid-March) in preparation for the growing season. This trimming will be a benchmark for future maintenance trimmings throughout the growing season. The City or its authorized representative will dictate trimming heights of shrubs and distances between plant groupings during the active growing season.

EXHIBIT B
SCOPE OF WORK AND SPECIFICATIONS

8. All mulched/pine strawed shrub beds, maintained natural areas and walking paths, are to be treated with pre-emergence and post-emergence chemicals to control weeds. Weeds more than 2" tall are to be removed by hand and disposed of. Weeds less than 2" tall are to be treated with legally approved post-emergence herbicides.

Ground Cover

The Contractor shall be responsible for the maintenance of any plant that grows over an area of ground used to provide protections from erosion and drought and to improve its aesthetic appearance (by concealing bare earth).

The Contractor shall provide the following:

1. Replace dead or diseased plants.
2. Fertilize three (3) times per year, in March, June and November utilizing a slow release granular fertilizer.
3. Trim all ground cover as necessary to keep borders away from paving lawns, planted areas and buildings.
4. Trim top growth to achieve an overall even appearance.
5. Keep ground cover free of litter, weeds and debris. Litter, weeds and debris shall be removed during maintenance visits in order to ensure a neat appearance.
6. Maintain ground cover free of pests such as snails, slugs, etc.
7. Keep fence lines groomed on both sides and all areas along side of buildings and any adjacent walls.
8. Maintain all ground cover areas clean and cleared of dead leaves.

Exterior Color Maintenance

Spent or dead blooms, including stems, declining foliage and plant debris shall be removed to encourage continued blooming and maintain a neat appearance.

Plants shall be fertilized with either a balanced liquid or bloom-inducing fertilizer to promote lushness and colorful displays.

The Contractor is responsible for monitoring the water needs of all seasonal color beds and coordinating the appropriate irrigation settings. It is the responsibility of the Contractor to arrange for and oversee watering of the planters and un-irrigated beds.

Plants shall be monitored for the presence of insects or diseases and shall be treated accordingly. An Integrated Pest Management (IPM) strategy, emphasizing least toxic choices, preventative cultural practices and most effective and cost-efficient results shall be implemented.

Plants shall be watered as required to promote optimum growth. Contractor shall make provisions to provide watering services up to two times per week for non-irrigated areas such as containers. If further watering is necessary, Contractor shall notify Owner.

Soil shall be cultivated periodically to promote adequate aeration and to counteract the effects of soil compaction. Soil surfaces shall be left smooth to maintain a neat appearance.

Litter shall be removed as color is generally in a focal area. Color beds and containers shall not be void of plant material at any time. Should any plant material need to be replaced due to any type of damage a proposal for replacement shall be submitted and approved by the Owner prior to replacement installation. The Owner agrees to be financially responsible to replace plant materials on a timely basis.

EXHIBIT B

SCOPE OF WORK AND SPECIFICATIONS

Trash and Debris Removal

During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.

Curbs, sidewalks, etc., are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance.

Heavy accumulations of sand, gravel, leaves, etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results.

Tree, Shrub and Hedges Care

The Contractor shall have the knowledge, expertise and responsibility to trim, remove and plant trees and shrubs as approved by the City. The Contractor will provide a **licensed arborist** with the knowledge and resources to accurately diagnose and treat any type of parasitic infection or disease. If required, the treatment shall be performed by a qualified technician. The Contractor will provide the following:

1. Tree and shrub watering and irrigation system.
2. Maintain basins where provided around trees and shrubs.
3. Open basins during winter rains to prevent accumulation of excess water.
4. Seasonal Color
 - Change seasonal colors three (3) times per year in the months of March, June and September. Design concepts and plant selections shall be approved by the City or its authorized representative prior to plant installation.
 - Provide a uniform blend of seasonal colors in seasonal planting beds. Provide single selections but different selections for each container.
5. Trim all trees that are within twenty (20) feet in height and ten (10) inches in diameter at the base, *once a year, late November, without additional compensation*. The Contractor will specify the costs for trimming all trees over the aforementioned specification in the price proposal.
6. Maintain Trees

Clearance- Maintain trees to achieve a ten (10) foot clearance for all branches overhanging walkways/fence lines and fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of roadways. Prune trees where and as necessary to maintain access, safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.

- All cuts should be sufficiently close, flush if possible, to the parent stem.
- All limbs 1 ½" or greater in diameter shall be undercut to prevent splitting.
- Limbs are to be lowered to the ground using a method that prevents damage to remaining limbs.
- Climbing spurs shall not be used.
- Contractor will provide hazard and security pruning as needed.
- Remove all new growth on trees up to the appropriate height clearances.
- Remove all dead, diseased and unsightly branches and dead trees. The Contractor, at Contractor's cost, shall remove dead/dying trees that have a caliper of eight (8) inches or less measured six (6) inches above the ground level. Larger trees and dead-wooding above fourteen (14) feet will be considered specialty/unscheduled work. All specialty/unscheduled work shall be bid on a case by case basis.

EXHIBIT B
SCOPE OF WORK AND SPECIFICATIONS

- The Contractor shall remove trimmings and all cuttings and debris from the site.
- All structural weaknesses such as split crotch or limbs, diseased or decayed limbs or other severe damage shall be immediately reported to the City or its authorized representative.
- All trees shall be trimmed prior to budding each year in accordance with directions given by the City or its authorized representative.

7. Pruning

Prune hedges and shrubs where necessary to maintain access, safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations and promotion of pests and insects in all areas especially those adjacent to the City's building perimeters.

All shrubs/trees shall be trimmed prior to budding each year in accordance with directions given by the City or its authorized representative. Restrict growth of hedges and shrubs to areas behind curbs and walkways and within planter beds by trimming.

- Prune deciduous trees in March to develop a strong framework or as necessary.
- Prune evergreen trees in March to thin out heads and shape as necessary.
- Remove all dead and damaged branches back to point of branching. Paint all cuts over one (1) inch in diameter with tree wax.
- Prune all shrubs and young trees as required by thinning and shaping as necessary for a natural appearance.
- Prune flowering shrubs after blooming once per month.
- Trim trees to keep them from touching any building.

8. Weeding – Every Visit

- Keep basins and areas between plants free of weeds.
- Use herbicides per manufacturer's recommendations.
- Cultivate as necessary for aeration.
- Weed ground cover areas, cracks, crevices and all mulch beds.
- Weed perimeter of buildings and any fence lines and structures.

9. Staking and Guying: Maintain and replace stakes and guys with equal material until plant is capable of standing vertical with the ability to resist changes in weather patterns.

- Plant ties shall be checked frequently and either retied or removed along with the stakes when no longer required.
- Replace missing or damaged stakes when the tree diameter is less than three (3) inches within five (5) days.
- The Contractor must stake trees that are not straight and upright and/or require additional support. The Contractor must stake new trees or recently planted trees not previously staked.
- Tree stakes (at least three (3) per tree) shall not be less than six (6) feet in length for (5) and eight (8) gallon trees.
- Guide wires where required and plant ties are to be pliable, zinc coated ten (10) gauge wire.
- Coated wire or hose sections must be used where metal guide wire contacts tree.
- Stakes cannot be closer than eight (8) inches from trunk.
- Damaged or uprooted trees shall, at the discretion of the City, be staked and tied within seventy-two (72) hours.

Removal of tree stakes and guide wires will be at the Contractor's expense and will be determined by the Contractor and the City or its authorized representative.

EXHIBIT B
SCOPE OF WORK AND SPECIFICATIONS

10. Plant Replacements

With the prior written approval of the City to remove and purchase plants, remove dead and damaged plants and replace with plants of equivalent size and variety.

11. Mulching and/or Pine Straw

The Contractor shall remove the top layer two (2) inches of old mulch/pine straw and install two (2) inch depth of composite shredded bark mulch and/or pine straw four (4) times per year in the months of January, April, July and October or when requested at a minimum depth of two (2) inches on all existing beds at the base of trees and other mulched/pine strawed areas. Mulch/pine straw must be at least two (2) inches away from the base of the tree and not mounded to the trunk. Contractor is also required to fluff mulch/pine straw areas once a month.

12. Fertilizing

- A well-balanced fertilizer shall be used to maintain a healthy green color and shall be applied based upon the Contractor's knowledge and needs of the area.
- All lawn areas shall be treated with crabgrass prevention and broadleaf weed control products as necessary.
- All sidewalks, roads, curbs and patios will be swept clean of granular fertilizer after applications to minimize staining.

13. Tree Saucers

- Weed tree saucers and maintain existing size of circumference in a clean and neat condition.
- Remove top layer mulch/pine straw and apply mulch/pine straw to maintain a depth that shall be two (2) inches.

14. Tree Replacement and Additions

- With the prior approval of the City or its authorized representative, remove dead and damaged trees.
- Supply and plant trees to replace or add new trees with the prior approval of the City or its authorized representative.
- Remove all dead, diseased and unsightly branches and plants. Unless instructed otherwise, remove all vines or other growth as they develop on buildings, structures and on/along fence lines. All ground cover areas shall be pruned to maintain a neat edge along planter box walls and to eliminate areas for pests and insects. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas.
- Trimmings, etc. will be removed by the Contractor and disposed offsite.

Lawn Care

A. Mowing

1. Mowing operation shall be completely performed at each site according to the Maintenance Schedule.
2. Prior to each mowing, remove all litter and debris from mowing areas.
3. All mower blades shall be sharpened to provide a clean and consistent cut.
4. Walkways shall be cleaned immediately following each mowing and all cuttings and debris shall be removed from the site by the Contractor and not blown into the street, planter beds or storm drains.
5. Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.
6. Maintain turf areas at two (2) inch level above soil level being careful not to remove more than one-third (1/3) of the turf blade at any time.

EXHIBIT B
SCOPE OF WORK AND SPECIFICATIONS

7. Edge along sidewalks, walk areas, walking tracks, detention ponds, curbs and fence lines.
8. Use monofilament trimmers only for areas around light poles, fire hydrants, irrigation vacuum breakers, building foundations and all fences.
9. Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day. The use of bagging attachments is recommended but not required.
10. For periods of cool weather, mow lawn at one and one-half (1 1/2) inches.
11. For periods of hot weather, mow lawn at two (2) inches from the soil.
12. Do not scalp the lawn or cut more than half the existing top-growth in one mowing. Remove or catch the clippings immediately.
13. Care must be taken not to leave ruts or spinouts in the turf area during wet periods. Any mud tracked onto sidewalks or facility grounds must be removed and cleaned with brush and water prior to leaving the maintenance site.

B. Edging/Detailing/Weed Control

1. All turf areas shall be kept neatly edged and all weed/foreign grass invasions eliminated.
2. When designed edges exist in flower beds, these edges shall be kept clean, sharp, well defined, free of weeds and grass invasion.
3. All turf edges including but not limited to sidewalks, patios, drives, curbs, shrub beds, flowerbeds, groundcover beds and around the base of trees shall be edged to a neat and uniform line.
4. The edge of turf shall be trimmed or limited around all sprinklers (to provide maximum water coverage), valve boxes, meter boxes, back-flow devices and other obstacles.
5. All grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weed shall be kept under strict control.
6. Remove all weeds and grass from walkways, curbs, concrete expansion joints, roadways, driveways, parking lots, outdoor sitting areas and drainage areas.
7. Methods for removal of weeds, turf encroachment and detailing of planter beds shall incorporate manual, mechanical and/or chemical means of eradication.
8. Mechanical edging of turf shall be performed at each site at same frequency as mowing.
9. Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunk of trees and away from the drip line of shrubs.
10. Linear edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A six (6) inch barrier width shall be considered normal.
11. Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes and similar small obstacles in turf areas shall be performed in a manner that ensures operational clearance.
12. Walkways and planter beds shall be cleaned immediately following each mechanical edging and all excessive cuttings and debris shall be removed from the site by the Contractor.
13. Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade.
14. Edging that cannot be addressed during regular visits, due to vehicle obstructions, is to be discussed with the owner to achieve a solution.

C. Fertilizing

1. Fertilize lawn two (2) times per year in February and October. Use a balanced slow release nitrogen fertilizer, 1-pound available nitrogen per 100 square feet.
2. Hand pull weeds during every visit.

EXHIBIT B
SCOPE OF WORK AND SPECIFICATIONS

3. Apply pre-emergent weed killer three (3) times per year in February, May and November and implement safety precautions during applications.
4. With the prior approval of the City or its authorized representative, spray only the foliage of grass to be eradicated to prevent killing healthy plant life.
5. Spray weeds in paving cracks two (2) times per month (every other week).
6. Spray walkway sidewalks, steps, patios, driveways, expansion joints and bumper stops with contact herbicide to eliminate weed growth in and around areas without damaging surrounding turf and plant materials including along fence line and adjacent walls two (2) times per month.

D. Watering

1. Use irrigation system for watering where available.
2. Water three (3) days per week under normal conditions.
3. During very hot weather, apply fast watering with fine spray.
4. For shaded areas caused by trees or shrubs, water more frequently.
5. When lawn shows signs of wilting or begins to turn brown, water more frequently.

E. Mulching and/or Pine Straw

Contractor shall remove the top layer two (2) inches of old mulch/pine straw and install two (2) inch depth of composite shredded bark mulch and/or long needle/synthetic pine straw four (4) times per year in the months of January, April, July and October or when requested at a minimum depth of two (2) inches on all existing beds at the base of trees and other mulched/pine strawed areas. Mulch/pine straw must be at least two (2) inches away from the base of the tree and not mounded to the trunk. Contractor is also required to fluff mulch/pine straw areas once a month.

F. Raking/Sweeping/Blowing

Accumulation of leaves and/or debris shall be removed from all landscaped areas including beds, planters and turf areas under trees and removed from site. Under no circumstances shall leaves, grass clippings and/or debris be blown into the street or into storm drains as a means of removal from the site.

Frequency:

- Ground cover/planter beds - **at each visit**
- Turf, under trees – **as needed**

G. Irrigation System Repairs and maintenance

The Contractor is responsible for cleaning, maintaining, installing, operating and repairing irrigation systems at City facilities. The Contractor shall provide a **licensed irrigator** to inspect all existing irrigation systems on a **monthly basis** and shall inspect all installation work provided for irrigation systems and submit a **monthly irrigation report** to the City or its authorized representative detailing health of the existing systems.

To the best of the City's knowledge, the irrigation systems that are currently in operation are in good condition. Therefore, extreme care must be taken when maintaining the landscape not to damage the irrigation system. Repeated damages attributed to carelessness or inaptitude of

EXHIBIT B
SCOPE OF WORK AND SPECIFICATIONS

Contractor personnel will be addressed with the Contractor for reimbursement. For example, damages to spray heads that are broken or mowed-off in turf/planter areas and repair costs for risers, spray heads and drip lines in planter beds will be items that will be closely monitored. Repairs such as these, unless caused by vandalism, shall be a Contractor responsibility at no cost to the City.

Irrigation Systems: Refers to all lines and equipment associated with the irrigation system.

Lines: Refers to Irrigation line beginning from the City main line meter throughout the irrigation system.

Plant losses due to the improper setting of watering times/frequencies and repairs that are not made within a timely period will be at the Contractor's cost to remove and replace the affected plants/turf.

The Contractor shall:

Maintain entire irrigation system and all parts associated with the irrigation system and ensure the system is working properly on a monthly basis.

1. Check clock settings, clock operation, head elevation, coverage valve function and vacuum breaker on a monthly basis.
2. Test and certify pressure vacuum breaker on a monthly basis.
3. Maintain detention pond basin.
4. Control irrigation to avoid runoff that may cause erosion or unnecessary waste of water.
5. Automatic irrigation system controllers shall be set to water during the hours between 10:00 P.M. and 6:00 A.M.
6. Make adjustments to sprinkler heads as required to keep over-spray from walls, windows, walkways and roadways.
7. The Contractor shall respond to calls from the City for non-emergency irrigation repairs within four (4) hours and within two (2) hours for emergency irrigation repairs. City personnel will make the determination as to whether or not the matter is deemed to be an emergency.
8. The Contractor shall work in collaboration with the City's staff in preparing landscape and irrigation systems for cold weather and/or freezing conditions.
9. Winter temperatures in Georgia are unpredictable therefore the Contractor is expected to coordinate the preparation for icy and freezing conditions, with the City or its authorized representative, in order to protect landscape and irrigation systems from damage due to icy and freezing conditions.

H. Insect and Disease Control

The Contractor shall ensure all areas are inspected regularly for weeds, fungus, grubs, slugs, snails, twig borers and insect infestation. Lawn disease applications and insect control applications shall be performed on a monthly basis for prevention and intervention purposes and with the prior approval of the City or its authorized representative. Proper chemicals

EXHIBIT B
SCOPE OF WORK AND SPECIFICATIONS

approved by the City or its authorized representative shall be applied as soon as possible to correct the infestation.

Note: Weed killers and other chemicals shall be applied during off-hours-Saturday or Sunday.

I. Trees

1. Spray deciduous trees with dormant oil and fungicide after leaf drop and just prior to leaf break.
2. Spray evergreen trees and deciduous trees in leaf and shrubs with specific insecticides and fungicides as frequently as necessary to control all forms of pests and diseases.

J. Herbicides

1. Apply herbicides weekly from March to October.
2. Apply herbicides one (1) time per month, November to February.

K. Turf Areas

1. Monitor weekly all turf areas for insects.
2. Treat fire ant infestation routinely.
3. Remove contaminated materials from the site and dispose in a proper and safe manner with prior approval of the City or its authorized representative.

L. Detention Pond

Herbicides shall be applied according to frequency schedule.

M. Cleanup and Waste Disposal

1. The Contractor shall be responsible for disposing all waste materials or refuse from Contractor's operations.
2. Maintain sidewalks and driveways free of trash, leaves and other debris by sweeping and vacuuming as necessary.
3. Remove branches and other debris from planting areas on a weekly basis.
4. Clean up litter, leaves, papers, grass clippings, remove trash, cigarette butts and by-products of landscape maintenance in landscape areas, courtyard areas and along the lawn areas of the perimeter walk for both sides of walkway, parking lots and around buildings.
5. Clean mulch/pine straw beds and container plants of all debris and litter. Maintain a clean and neat appearance around the mulch/pine straw bed areas by removing scattered and excess mulch/pine straw.

N. Equipment Utilization – Mowers

1. Use power rotary mowers with bagger attachment for maintenance of smaller lawn areas.
2. Use riding mowers with bag attachment for maintenance of extensive lawn areas.
3. Mulching mowers are prohibited without the prior approval of the City or its authorized representative.

EXHIBIT B
SCOPE OF WORK AND SPECIFICATIONS

4. Use rigid or flexible steel blade edger to produce a fine, clean edge along walkways, pavements, curbs, headers or buildings.
5. Use only monofilament trimmers.
6. Use cyclone fertilizer spreaders. Visible overlapping of applications is prohibited.
7. Maintain pruning tools in good working order with sharp cutting edges. Disinfect pruning tools after use to removed diseased limbs.
8. Water container plants that do not have an irrigation system. Water hose connected to facility hose bib is not available for watering plant materials.

O. Chemicals

1. At the contract execution, the Contractor shall provide Safety Data Sheets (SDS) of all products to be applied under this contract. At the start of each season and any time during the season, the Contractor shall provide SDS sheets identifying any new chemicals that will be used and applied a minimum of three (3) days prior to planned application. All chemicals being applied must have prior written approval by the City or its authorized representative.
2. State law requires a communication program designed to safeguard the handling of hazardous chemicals through labeling of chemical containers for the hazardous ingredients.
3. The Contractor may use herbicides, insecticides, sterilants and animal traps in compliance with Federal, State and local laws and regulations.
4. The Contractor assumes all liability either for damage or injury or both resulting from accident or misuse of either these products, equipment or both.
5. The City retains the right to prohibit the use of any herbicide, insecticide, sterilant, poison or animal trap that the City deems to be undesirable for any reason.
6. Pesticides used in this contract shall not require a license nor be restricted for use under Georgia or federal law.
7. Pesticides used in this contract shall not carry any State or Federal restrictions.
8. Any products that leave an undesirable residue or odor shall not be used.

P. Chemical Application

Chemical application shall be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed because all areas will be open for public access during application.

Spot treat with a portable sprayer or wick wand using an effective herbicide and apply per manufacturer's recommendation.

Proper use of selective herbicides is critical to prevent damage to bedding plants and turf during the growing season. Appropriate mulch/pine straw is encouraged but must be esthetically compatible and not physically or chemically harmful.

Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied.

EXHIBIT B
SCOPE OF WORK AND SPECIFICATIONS

Weeds treated using a systematic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application shall be applied.

After a complete kill, dead weeds shall be removed from the area.

All turf areas will be treated just prior to the growing season in the spring and prior to the fall Season with an effective herbicide that will eliminate broadleaf and other invasive weed varieties.

Bid must include a complete list of all chemicals anticipated to be used as well as its description of use, frequency and volume of use in accordance with the performance of the Scope of Services.

Successful Contractor must supply SDS Sheets for all supplies used prior to application and may not use them in the performance of the contract without express written authorization of the City or its authorized representative.

Contractor must utilize a long-lasting ant control pesticide that is broadcast over all turf and planter bed areas and along any paths and walkways as needed to prevent and/or eliminate infestations and personal harm to people.

Only those individuals possessing a valid Georgia Pest Control Applicator's license shall apply chemicals.

Records must be readily available of all operations and state dates, time, methods of application, chemical formulations, applicators names and weather conditions at the time of applications and shall be retained for a minimum of three (3) years.

SDS sheets with dangers explained must be sent to the City two (2) weeks prior to use if Chemicals require special permits. The Contractor must provide a list of alternative chemicals, if any, prior to the application.

Q. Reporting and Meetings

The Contractor shall be responsible for submitting reports on a weekly basis in an electronic PDF or EXCEL format regarding this project to the City or its authorized representative. The Contractor shall be required to communicate weekly to the City or its authorized representative regarding the current status and any recommendations regarding the project. The Contractor shall be required to provide the following:

1. Pre-Existing Conditions report within ninety (90) days of contract execution.
2. Safety Data Sheets (SDS) at contract execution and thereafter upon planned utilization of new chemicals not originally listed.
3. Immediately upon service completion, meet with the Public Works Director or Designee to inspect the service performance. The Public Works Director or Designee will complete and sign the work ticket. Contractor will submit the work ticket to the Public Works Director or Designee on a monthly basis.

EXHIBIT B
SCOPE OF WORK AND SPECIFICATIONS

4. Annual fertilizer schedule for each facility by season.
5. Weekly Maintenance Operations Report for each facility.
6. Monthly mowing schedule for each facility.
7. Monthly Contractor recommendation report based on ongoing service assessment for the Public Works Director or Designee to review and make a determination.
8. Damage report submitted immediately upon incident to the Public Works Director or Designee and punch list identified and implemented.

The Contractor shall be responsible for all services under this contract. Any tasks or services not completed or partially completed will be listed on a punch list. The Contractor will remedy the situation by completing the tasks in a time specified by the City or its authorized representative.

R. Contract Performance

The Contractor shall be required to perform all work under this contract in a professional, polite, respectful and cooperative manner and minimizing the noise and interruption of any ongoing City services.

1. The Contractor shall provide all employees with the same uniform clearly identifying the company and all vehicles shall have the company name/logo listed.
2. The Contractor shall stage their work from locations on the properties out of the way of the mainstream users to minimize the interruption of City operations.

S. Neglect, Vandalism and Property Damage

1. Turf or plants that are damaged or killed due to the Contractor's operations, negligence or chemicals or by any other means shall be replaced at the Contractor's expense.
2. The City will repair any damaged property (that is not part of the irrigation system) caused by the Contractor's operations and the City will bill the Contractor for the full cost of said repair.
3. Damage to or theft of landscaping installations not caused or allowed by the Contractor shall be corrected at the City's expense upon written approval by the City or its authorized representative.
4. The Contractor shall be responsible for cost of replacement of property such as broken windows caused by workers while providing service.

T. Guaranty and Replacement

1. Force Majeure – In the case where any existing plants are damaged or killed beyond the reasonable control of the Contractor such as a result of hail, wind, lightning, fire, freeze, theft, vandalism, construction operations or occupancy of the building, the Contractor shall list the item and location and submit a report to the City or its authorized representative.
2. Any damaged plant materials approved for removal and replacement by the City or its authorized representative shall be the responsibility of the Contractor from the date of installation and acceptance through the term of the contract.

EXHIBIT B
SCOPE OF WORK AND SPECIFICATIONS

3. At any time during the guaranty period, any dead plant shall be replaced within three (3) weeks at the City's request.

U. Warranty of Services Definition

1. "Acceptance" as used in this clause means the act of an authorized representative of the City of Stockbridge by which the City assumes for itself, approval of specific services, as partial or complete performance of the contract must be in writing.
2. "Correction" as used in this clause means the elimination of a defect.
3. Notwithstanding inspection and acceptance by the City of Stockbridge or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one (1) year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non- conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.
4. If the Contractor is required to correct or re-perform, it shall be at no cost to the City and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract, otherwise correct, or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.
5. If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

V. Additions and Deletions

The City, by written notice to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, locations and/or services to the list of equipment, locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. The Contractor will be requested to provide a monthly fee equal to their normal and customary charges or rates for the equipment, locations and/or services requested.

W. Estimated Quantities Not Guaranteed

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of landscaping and grounds maintenance services during the term of this contract. The quantities may vary depending upon the actual needs of the facility. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on all the quantities specified herein.

EXHIBIT B
SCOPE OF WORK AND SPECIFICATIONS

X. Bidder Qualifications

Bidders must provide proof with their bid of their ability to meet the minimum qualifications set forth under the Scope of Services.

Bidders are instructed to provide a brief summary of the bidder's safety history for the past two (2) years. This narrative should site any hazardous safety incidents and actions to correct such incidents in the future.

End of Exhibit B.

EXHIBIT C
REQUEST FOR PROPOSAL

I. REQUEST FOR PROPOSAL PROCESS

Proposals will be evaluated based on the criteria set forth below. The city will evaluate and score non-cost criteria, while cost proposals will be evaluated using a formula-based approach. The award will be made to the proposer receiving the highest total score, whose proposal is determined to be in the best interest of the City.

The proposal must contain the information outlined below.

Please include a title on each page of your proposal and number the pages to ensure proper identification.

1. Cover Letter
2. Executive Summary
3. Evaluation and Selection Criteria

1. Cover/Transmittal Letter

Each proposal must have a Cover/Transmittal Letter briefly summarizing the qualifications and experience relevant to the scope. Please include in the letter the following:

- i. Company's information including the name of the company (include any dba names); headquarters and parent company locations; and a brief history of the company.
- ii. Company's mailing address, contact person, telephone number for the primary contact person, and email address.
- iii. A principal or officer of the company authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

2. Executive Summary

Executive Summary: An executive summary letter should include the key elements of the respondent's RFP and an overview of the team. Indicate the address and telephone number of the respondent's office located nearest to Stockbridge, Georgia, and the office from which the project will be managed.

3. Evaluation and Selection Criteria

City's selection of a firm shall be based upon the demonstrated competence and qualifications of the firms to provide the type of service required. Each proposal will be evaluated and scored through a process by the City's staff. The Proposer's submittal must fully address the requirements listed in this solicitation and the Firm's degree of experience, knowledge, and ability to provide experienced and qualified support staff. The proposal is not to have any exclusions, conditions or provisions applied to the aforementioned request. It is the City's intention to select a firm which is the most qualified to meet the City's needs. The award shall be based on but not limited to the following factors:

a) Project Team Qualifications/Qualifications of Key Personnel

Proposer shall provide a team/staff who has a minimum of five (5) years' experience providing landscape maintenance services to a governmental entity that is similar in size and scope as the City of Stockbridge.

Proposer shall provide the resumes and any professional license information for each key personnel proposed for this project, specifically those of the Project Manager and the Principle-in-Charge, and all other personnel to be assigned to this project.

The resumes shall reflect their responsibilities, previous and current; experience; educational and professional history; and length of time employed by the firm as a full-time employee.

Availability of Key Personnel

Based on the scope of services, state percentage of time key personnel will spend on this project. Please provide the following information for the proposed Project Manager and their support team:

- Percentage of time key personnel will spend on this project; and
- Current workload of key personnel.

b) Technical Approach/Project Management

Proposer shall describe their approach in the Landscape Maintenance Services for the City as identified in the Scope of Work (Exhibit I) and must identify all major tasks; and approach to the maintenance associated with each major task, at a minimum, and any other information that will assist in planning for the landscape services.

Technical Approach/Services:

- Project Approach Work Plan: Responders are required to describe the approach and methodology to adequately staff specifically trained, experienced and licensed individuals in the areas of turf maintenance, irrigation maintenance, tree maintenance and horticultural pest control.
- Include a listing of the City's responsibilities and the Responder's responsibilities required to complete the project; and
- Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion.

Project Management:

- Describe how the project will be organized and managed;
- Describe progress for reporting procedures during the project for new employees;
- Include the anticipated use of subcontractors or vendors; and
Describe the resources necessary to accomplish the purpose of the project.

c) Cost Proposal

DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF SECTION J.

Proposals submitted in response to this RFP will be evaluated and scored, in accordance with the criteria outlined below, by an evaluation committee established by the client.

Cost proposals will be scored using a formula-based approach. The lowest responsive cost proposal will receive the maximum points (50). All other proposals will be scored proportionally based on the ratio of their total cost to the lowest cost proposal.

The City reserves the right to determine the responsibility of any proposer, including evaluation of past performance, references, financial capacity, and ability to successfully perform the contract. The City may reject any proposal deemed non-responsible.

The City is not obligated to award the lowest cost proposer, but will consider overall value based on the evaluation criteria.

CRITERIA	WEIGHT
Project Team Qualifications and Key Personnel	0 – 25
Technical Approach/Project Management	0 – 25
Cost	0 – 50
HIGHEST POSSIBLE SCORE	100

Please note that prices may be negotiated in the best interest of the City after the scoring is completed.

- a. All Corporations should provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the proposal.
- b. The Department is concerned about proposers' financial capability to perform. Therefore, please provide enough data to lead evaluators to the conclusion that your firm has the financial capability to perform. As detailed financial data is generally proprietary, and proposers do not wish such information to be part of the public record under the Georgia Open Records Act (G.O.R.A.), the City reserves the right to perform additional due diligence in this area, at the sole discretion of the City, prior to award of any contract.
- c. The proposals will be the basis from which interested firms will be selected for interviews. Following the City staff evaluation of the proposals received, selected firms may be invited to make oral presentations before the City's Evaluation Panel. The City's Project Manager will provide additional details outlining the preferred content of the presentation to each firm or team of firms that are invited to participate. Upon completion of the evaluations, the City's Evaluation Panel will determine the most qualified firm based on all materials and information presented. The City will then begin the negotiations for an agreement with the selected firm.
- d. Any firm failing to submit information in accordance with the procedures set forth in the RFP may be subject to disqualification. The City reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the solicitation. The City reserves the right to reject any and all proposals at any time, without penalty. The City reserves the right to request "best and final" offers, and to issue a new RFP. Firms eliminated from further consideration will be notified by mail by the City as soon as practical.

II. RFP EVENT DATES AND SUBMISSION

RFP Number: 2026-0010, City of Stockbridge Landscape Maintenance Services

- ❖ **Open: Wednesday, June 24, 2026, 1:00 PM, EST**
- ❖ **In Person Optional Pre-Proposer's Conference: Wednesday, July 1, 2026, 11:00AM, EST, City Hall Building, 1st Floor, Levi Conference Room**
- ❖ **Last Day For Questions: Friday, July 10, 2026, 12:00 Noon, EST**
- ❖ **Proposal Due Date: Friday, July 24, 2026, 3:00PM**

Proposals shall only be accepted online through the Bonfire Portal

[Bonfire Portal](#)

All submissions are due in Bonfire no later than the date and time specified herein. The RFP package must include detailed information relative to the Request for Proposal Process and Selection Criteria, as required. The Proposal Letter included as page two (2) of this RFP, and Exhibits C-J must be attached in Bonfire and must be signed by a person authorized to legally bind the company.

III. EVALUATION CRITERIA AND PROCESS

- a. All RFPs received will be reviewed by the Purchasing Manager and Staff to ensure that all administrative requirements of the RFP package have been met by the Offerors. Each RFP will be reviewed to ensure that the Offeror submitted all information required in the RFP and that all documents requiring a signature have been signed. Failure to meet these requirements may be cause for rejection. All RFP's that meet the administrative requirements will then be turned over to the evaluation committee for further evaluation.
- b. The Evaluation Committee will review all submittals received and rank Offerors based on submittal information required in Evaluation and Selection Criteria. Discussions may be conducted by the City of Stockbridge with responsible Offerors who submit RFP determined to be reasonably susceptible of being selected for award for clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of statements; and such revisions may be permitted after submissions and prior to award. In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. Cost will not be a deciding factor in this RFP, only Proposal.

The City of Stockbridge reserves the right to addend the RFP prior to the date of RFP submission. Addenda will be posted to the [Bonfire Portal](#).

- c. Awards of contract shall be made to the responsible Offerors who have successfully submitted an RFP and been ranked by the Evaluation Committee considering all the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. The City of Stockbridge reserves the right to reject all RFP's submitted in response to this RFP.

IV. OTHER CONSIDERATIONS

- a. Vendors responding to this RFP need to become a registered Vendor to sell products or services to the City of Stockbridge. Please note that the vendor file is a good source for vendor information but not the only source. Registration does not guarantee that your firm will be solicited for any or all requirements. The vendor file will also be used to support financial transactions with vendors, including invoice payments. If you have any questions or concerns, please feel free to email:

City of Stockbridge
Purchasing Office
Jandrews@stockbridgega.org

- b. Prior to the due date, a submitted RFP may be withdrawn by the Offeror by submitting a written request to the Buyer named herein. A person authorized to sign for the Offeror must sign all such requests.

The City reserves the right to add provisions to the contract to be consistent with the successful Offeror's offer and to negotiate with the successful Offeror other additions to, deletions from, and/or changes in the language in the Contract, provided that no such addition, deletion or change in Contract language would, in the sole discretion of the City affect the evaluation criteria set forth herein, or give the successful Offeror a competitive advantage.

Any exceptions to the agreement must be clearly identified, accompany the Offeror's RFP and be attached to the agreement. Offerors are cautioned that any exception submitted that will give the Offeror a competitive advantage over another Offeror or that will cause a failure to meet a mandatory requirement of the RFP will not be accepted.

Prior to award, the apparent winning Offeror(s) may be required to enter discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized, and all exceptions resolved within one (1) week of notification, if not, this could lead to rejection of the Offeror's proposal. Offeror will not retype the enclosed contract.

V. CERTIFICATION

By my signature below, it is certified that my firm can meet all terms of the statement of Proposal and will perform the services specified; and for the privilege of doing so on the City of Stockbridge premises. I understand that, upon proper acceptance of this offer by the City of Stockbridge, a contract will thereby be created.

Given under my hand this _____ day of _____, 20____.

Name of Firm

Signature

Title

Business Address

Email address

End of Exhibit C.

EXHIBIT D
BOND DOCUMENTS

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36-86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof. Signed, sealed, and dated this _____ day of _____, 2026.

ATTEST:

(Principal Secretary)

(Principal)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST

BY: _____
(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

EXHIBIT D
BOND DOCUMENTS

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Oblige, dated _____ for _____.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials service, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions, to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and /or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within 120 days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery, and/or equipment were furnished, or for whom they work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Oblige, to the person and at the address provided for in the Contract, within five days of the mailing of the notice to the Principal.

PROVIDED FURTHER, any suit under this Bond must be instituted before the expiration of one year after the acceptance of the public works covered by the Contract by the proper authorities.

EXHIBIT D
BOND DOCUMENTS

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provision of the Official Code of Georgia Annotated, as amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements, therefore.

Signed, sealed, and dated this _____ day of _____, 2026

ATTEST:

(Principal Secretary)
(Seal)

(Principal)

By: _____

(Witness to Principal)

(Address)

(Surety)

ATTEST

BY:

Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

EXHIBIT D
BOND DOCUMENTS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

A Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto:

The City of Stockbridge, Georgia

(Name of Obligee)

4640 N Henry Blvd., Stockbridge, Georgia 30281

(Address of Obligee)

Hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of: _____ Dollars (\$_____), in lawful money of United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

EXHIBIT D
BOND DOCUMENTS

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated _____ for: _____.

NOW THEREFORE, the conditions of this obligation are such that if the above-bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as amended, including but not limited to O. C.G.A. SS 13-10-1 et. Eq. and SS 36-86-101, et Seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____, 2026

ATTEST:

(Principal)

(Principal Secretary)

(Seal)

By: _____

(Witness to Principal)

(Address)

(Surety)

ATTEST:

(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

End of Exhibit D.

EXHIBIT E
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: _____

Address: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stockbridge within five (5) business days after any subcontractor(s) is/are retained to perform such service.

E Verify™ Company Identification Number

Date of Authorization

BY: Authorized Officer or Agent
(Name of Person or Entity)

Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

_____ DAY OF _____, 20____

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

*** or any subsequent replacement** 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. 99-60

EXHIBIT E

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in

O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

End of Exhibit E.

EXHIBIT F
DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-free Workplace Act”, have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider’s employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
“As part of the subcontracting agreement with _____ (Service Provider),
_____ (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03.”

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Company Name

BY: Authorized Officer or Agent Date
(Service Provider Signature)

Title of Authorized Officer or Agent of Service Provider

Printed Name of Authorized Officer or Agent

End of Exhibit F.

EXHIBIT G
PURCHASING POLICY ADDENDUM

I, _____, hereby certify that I have received certify that I have received a copy of the City of Stockbridge, GA, Financial Management Policies Purchasing Policy which can be found at <https://stockbridgega.org/departments/procurement-division> and agree to comply with all requirements of the City of Stockbridge, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

BY: Authorized Officer or Agent Date
(Service Provider Signature)

Title of Authorized Officer or Agent of Service Provider

Printed Name of Authorized Officer or Agent Date

End of Exhibit G.

EXHIBIT H

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Stockbridge, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Stockbridge license/permit and /or contract for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. _____ I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: _____ Date: _____

Printed Name: _____

* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOUR ARE A LEGAL PERMANENT RESIDENT (#2).****

Subscribed and Sworn Before Me, this the ____ day of _____, 20 ____

Notary Public: _____

My Commission Expires: _____

* Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

End of Exhibit H.

EXHIBIT I
REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFP 2026-0010

SOLICITATION TITLE: **CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES**

Proposing Firm (List name exactly as provided in the proposal):

Date of Verification: _____

Reference Organization: _____

Project Verified (include the Project Name / Title and brief description of the Project:

Person Contacted: _____

Title of Contract: _____

Telephone and extension: _____

Email Address: _____

Questions: Yes/No

1. Were you satisfied with the Company/Organization's overall performance?
2. Did the firm adhere to the scope of work and bid requirements?
3. Did the firm provide deliverables as agreed upon?
4. Would you contract with this firm again?

Additional Comments (if any):

Signature and Date: _____

EXHIBIT I
REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFP 2026-0010

SOLICITATION TITLE: **CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES**

Proposing Firm (List name exactly as provided in the proposal):

Date of Verification: _____

Reference Organization: _____

Project Verified (include the Project Name / Title and brief description of the Project:

Person Contacted: _____

Title of Contract: _____

Telephone and extension: _____

Email Address: _____

Questions: Yes/No

1. Were you satisfied with the Company/Organization's overall performance?
2. Did the firm adhere to the scope of work and bid requirements?
3. Did the firm provide deliverables as agreed upon?
4. Would you contract with this firm again?

Additional Comments (if any):

Signature and Date: _____

EXHIBIT I
REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFP 2026-0010

SOLICITATION TITLE: **CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES**

Proposing Firm (List name exactly as provided in the proposal):

Date of Verification: _____

Reference Organization: _____

Project Verified (include the Project Name / Title and brief description of the Project:

Person Contacted: _____

Title of Contract: _____

Telephone and extension: _____

Email Address: _____

Questions: Yes/No

1. Were you satisfied with the Company/Organization's overall performance?
2. Did the company adhere to the scope of work and bid requirements?
3. Did the company provide deliverables as agreed upon?
4. Would you contract with this company again?

Additional Comments (if any):

Signature and Date: _____

EXHIBIT I
REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFP 2026-0010

SOLICITATION TITLE: **CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES**

Proposing Firm (List name exactly as provided in the proposal):

Date of Verification: _____

Reference Organization: _____

Project Verified (include the Project Name / Title and brief description of the Project:

Person Contacted: _____

Title of Contract: _____

Telephone and extension: _____

Email Address: _____

Questions: Yes/No

1. Were you satisfied with the Company/Organization's overall performance?
2. Did the company adhere to the scope of work and bid requirements?
3. Did the company provide deliverables as agreed upon?
4. Would you contract with this company again?

Additional Comments (if any):

Signature and Date: _____

EXHIBIT I
REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFP 2026-0010

SOLICITATION TITLE: **CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES**

Proposing Firm (List name exactly as provided in the proposal):

Date of Verification:

Reference Organization:

Project Verified (include the Project Name / Title and brief description of the Project:

Person Contacted:

Title of Contract:

Telephone and extension:

Email Address:

Questions: Yes/No

1. Were you satisfied with the Company/Organization's overall performance?
2. Did the company adhere to the scope of work and bid requirements?
3. Did the company provide deliverables as agreed upon?
4. Would you contract with this company again?

Additional Comments (if any):

Signature and Date:

End of Exhibit I.

EXHIBIT J:
COST PROPOSAL
REQUEST FOR PROPOSALS (RFP) No. 2026-0010
CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see detailed scope of services for specifications.

City Hall Landscaping Proposal:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees, according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)		Per Task	
Remove debris from beds in the spring. (Spring)		Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.		Per Visit	N/A
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.		Per Application	N/A
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.		Per Application	N/A
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)		Per Application	N/A
Weed all beds, cracks and crevices. (As Needed)		Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)		Per Application	N/A
Spray landscaping for insects or disease. (As Needed)		Per Application	N/A
Plant flowers.		Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)		Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)		Per Task	N/A
Hourly rate for any services not listed above.		Per Hour	N/A

EXHIBIT J:
COST PROPOSAL
REQUEST FOR PROPOSALS (RFP) No. 2026-0010
CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see detailed scope of services for specifications.

City Hall Lawn Care Proposal:

Service Description	Dollars Per Unit	Unit
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)		Per Visit
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)		Per Visit
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.		Per Visit
Apply fertilizer (Two applications total for the year.)		Per Application
Pre and post emergent herbicide. (As Needed)		Per Application
Insecticide. (As Needed)		Per Application
Core aeration and de-thatching of grass. (As Needed)		Per Visit
Blow leaves and remove.		Per Visit
Hourly rate for any services not listed above.		Per Hour

EXHIBIT J:
COST PROPOSAL
REQUEST FOR PROPOSALS (RFP) No. 2026-0010
CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and lawn care) should be submitted on the corresponding proposal form. Please see detailed scope of services for specifications.

City Hall Irrigation Proposal:

Service Description	Dollars Per Unit	Unit
Activate irrigation system. Check carefully for winter damage, heads under grass and needed adjustments to optimize performance. (Spring)		Per Task
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)		Per Hour
Assess performance of system and adjust time. (Two times per month)		Per Visit
Deactivate irrigation system and blow lines. (Fall)		Per Task
Hourly rate for any services not listed above.		Per Hour

EXHIBIT J:
COST PROPOSAL
REQUEST FOR PROPOSALS (RFP) No. 2026-0010
CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see detailed scope of services for specifications.

City Hall Fountain Area Landscaping Proposal:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees, according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)		Per Task	
Remove debris from beds in the spring. (Spring)		Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.		Per Visit	N/A
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.		Per Application	N/A
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.		Per Application	N/A
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)		Per Application	N/A
Weed all beds, cracks and crevices. (As Needed)		Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)		Per Application	N/A
Spray landscaping for insects or disease. (As Needed)		Per Application	N/A
Plant flowers.		Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)		Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)		Per Task	N/A
Hourly rate for any services not listed above.		Per Hour	N/A

EXHIBIT J:
COST PROPOSAL
REQUEST FOR PROPOSALS (RFP) No. 2026-0010
CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see detailed scope of services for specifications.

City Hall Fountain Area Lawn Care Proposal:

Service Description	Dollars Per Unit	Unit
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)		Per Visit
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)		Per Visit
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.		Per Visit
Apply fertilizer (Two applications total for the year.)		Per Application
Pre and post emergent herbicide. (As Needed)		Per Application
Insecticide. (As Needed)		Per Application
Core aeration and de-thatching of grass. (As Needed)		Per Visit
Blow leaves and remove.		Per Task
Hourly rate for any services not listed above.		Per Hour

EXHIBIT J:
COST PROPOSAL
REQUEST FOR PROPOSALS (RFP) No. 2026-0010
CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and lawn care) should be submitted on the corresponding proposal form. Please see detailed scope of services for specifications.

City Hall Fountain Area Irrigation Proposal:

Service Description	Dollars Per Unit	Unit
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)		Per Task
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)		Per Hour
Assess performance of system and adjust time. (Two times per month)		Per Visit
Deactivate irrigation system and blow lines. (Fall)		Per Task
Hourly rate for any services not listed above.		Per Hour

EXHIBIT J:
COST PROPOSAL
REQUEST FOR PROPOSALS (RFP) No. 2026-0010
CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see detailed scope of services for specifications.

City of Stockbridge Amphitheater Landscaping Proposal:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees, according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)		Per Task	
Remove debris from beds in the spring. (Spring)		Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.		Per Visit	N/A
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.		Per Application	N/A
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.		Per Application	N/A
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)		Per Application	N/A
Weed all beds, cracks and crevices. (As Needed)		Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)		Per Application	N/A
Spray landscaping for insects or disease. (As Needed)		Per Application	N/A
Plant flowers.		Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)		Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)		Per Task	N/A
Hourly rate for any services not listed above.		Per Hour	N/A

EXHIBIT J:
COST PROPOSAL
REQUEST FOR PROPOSALS (RFP) No. 2026-0010
CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see detailed scope of services for specifications.

City of Stockbridge Amphitheater Lawn Care Proposal:

Service Description	Dollars Per Unit	Unit
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)		Per Visit
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)		Per Visit
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.		Per Visit
Apply fertilizer (Two applications total for the year.)		Per Application
Pre and post emergent herbicide. (As Needed)		Per Application
Insecticide. (As Needed)		Per Application
Core aeration and de-thatching of grass. (As Needed)		Per Visit
Blow leaves and remove.		Per Visit
Hourly rate for any services not listed above.		Per Hour

EXHIBIT J:
COST PROPOSAL
REQUEST FOR PROPOSALS (RFP) No. 2026-0010
CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and lawn care) should be submitted on the corresponding proposal form. Please see detailed scope of services for specifications.

City of Stockbridge Amphitheater Irrigation Proposal:

Service Description	Dollars Per Unit	Unit
Activate irrigation system. Check carefully for winter damage, heads under grass and needed adjustments to optimize performance. (Spring)		Per Task
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)		Per Hour
Assess performance of system and adjust time. (Two times per month)		Per Visit
Deactivate irrigation system and blow lines. (Fall)		Per Task
Hourly rate for any services not listed above.		Per Hour

EXHIBIT J:
COST PROPOSAL
REQUEST FOR PROPOSALS (RFP) No. 2026-0010
CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see detailed scope of services for specifications.

City of Stockbridge Municipal Court Landscaping:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)		Per Task	
Remove debris from beds in the spring. (Spring)		Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.		Per Visit	N/A
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.		Per Application	N/A
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.		Per Application	N/A
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)		Per Application	N/A
Weed all beds, cracks, and crevices. (As Needed)		Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)		Per Application	N/A
Spray landscaping for insects or disease. (As Needed)		Per Application	N/A
Plant Flowers		Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)		Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)		Per Task	N/A
Hourly rate for any services not listed above.		Per Hour	N/A

EXHIBIT J:
COST PROPOSAL
REQUEST FOR PROPOSALS (RFP) No. 2026-0010
CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see detailed scope of services for specifications.

City of Stockbridge Municipal Court Lawn Care Proposal:

Service Description	Dollars Per Unit	Unit
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)		Per Visit
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)		Per Visit
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.		Per Visit
Apply fertilizer (Two applications total for the year.)		Per Application
Pre and post emergent herbicide. (As Needed)		Per Application
Insecticide. (As Needed)		Per Application
Core aeration and de-thatching of grass. (As Needed)		Per Visit
Blow leaves and remove.		Per Task
Hourly rate for any services not listed above.		Per Hour

EXHIBIT J:
COST PROPOSAL
REQUEST FOR PROPOSALS (RFP) No. 2026-0010
CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and lawn care) should be submitted on the corresponding proposal form. Please see detailed scope of services for specifications

City of Stockbridge Municipal Court Irrigation Proposal:

Service Description	Dollars Per Unit	Unit
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)		Per Task
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)		Per Hour
Assess performance of system and adjust time. (Two times per month)		Per Visit
Deactivate irrigation system and blow lines. (Fall)		Per Task
Hourly rate for any services not listed above.		Per Hour

EXHIBIT J:
COST PROPOSAL
REQUEST FOR PROPOSALS (RFP) No. 2026-0010
CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see detailed scope of services for specifications.

City of Stockbridge Police Department Landscaping Proposal:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)		Per Task	
Remove debris from beds in the spring. (Spring)		Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.		Per Visit	N/A
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.		Per Application	N/A
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.		Per Application	N/A
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)		Per Application	N/A
Weed all beds, cracks, and crevices. (As Needed)		Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)		Per Application	N/A
Spray landscaping for insects or disease. (As Needed)		Per Application	N/A
Plant Flowers		Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)		Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)		Per Task	N/A
Hourly rate for any services not listed above.		Per Hour	N/A

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CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

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City of Stockbridge Police Department Lawn Care Proposal:

Service Description	Dollars Per Unit	Unit
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)		Per Visit
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)		Per Visit
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.		Per Visit
Apply fertilizer (Two applications total for the year.)		Per Application
Pre and post emergent herbicide. (As Needed)		Per Application
Insecticide. (As Needed)		Per Application
Core aeration and de-thatching of grass. (As Needed)		Per Visit
Blow leaves and remove.		Per Task
Hourly rate for any services not listed above.		Per Hour

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City of Stockbridge Police Department Irrigation Proposal:

Service Description	Dollars Per Unit	Unit
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)		Per Task
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)		Per Hour
Assess performance of system and adjust time. (Two times per month)		Per Visit
Deactivate irrigation system and blow lines. (Fall)		Per Task
Hourly rate for any services not listed above.		Per Hour

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Public Works Administrative Building Landscaping Proposal:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)		Per Task	
Remove debris from beds in the spring. (Spring)		Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.		Per Visit	N/A
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.		Per Application	N/A
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.		Per Application	N/A
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)		Per Application	N/A
Weed all beds, cracks, and crevices. (As Needed)		Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)		Per Application	N/A
Spray landscaping for insects or disease. (As Needed)		Per Application	N/A
Plant Flowers		Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)		Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)		Per Task	N/A
Hourly rate for any services not listed above.		Per Hour	N/A

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CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

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City of Stockbridge Public Works Administrative Building Lawn Care Proposal:

Service Description	Dollars Per Unit	Unit
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)		Per Visit
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)		Per Visit
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.		Per Visit
Apply fertilizer (Two applications total for the year.)		Per Application
Pre and post emergent herbicide. (As Needed)		Per Application
Insecticide. (As Needed)		Per Application
Core aeration and de-thatching of grass. (As Needed)		Per Visit
Blow leaves and remove.		Per Task
Hourly rate for any services not listed above.		Per Hour

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City of Stockbridge Municipal Park Landscaping Proposal:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)		Per Task	
Remove debris from beds in the spring. (Spring)		Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.		Per Visit	N/A
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid. (Spring)		Per Application	N/A
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.		Per Application	N/A
Spray pre-emergent herbicide on all beds, cracks, and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)		Per Application	N/A
Weed all beds, cracks, and crevices. (As Needed)		Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)		Per Application	N/A
Spray landscaping for insects or disease. (As Needed)		Per Application	N/A
Plant flowers.		Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)		Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)		Per Task	N/A
Hourly rate for any services not listed above.		Per Hour	N/A

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City of Stockbridge Municipal Park LAWN CARE Proposal:

Service Description	Dollars Per Unit	Unit
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)		Per Visit
Edge sidewalks, curbs, and parking lot adjacent to lawn. (Bi-Monthly)		Per Visit
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.		Per Visit
Apply fertilizer (Two applications total for the year.)		Per Application
Pre and post emergent herbicide. (As Needed)		Per Application
Insecticide. (As Needed)		Per Application
Core aeration and de-thatching of grass. (As Needed)		Per Visit
Blow leaves and remove.		Per Task
Hourly rate for any services not listed above.		Per Hour

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City of Stockbridge Municipal Park IRRIGATION Proposal:

Service Description	Dollars Per Unit	Unit
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)		Per Task
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)		Per Hour
Assess performance of system and adjust time. (Two times per month)		Per Visit
Deactivate irrigation system and blow lines. (Fall)		Per Task
Hourly rate for any services not listed above.		Per Hour

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City of Stockbridge MMCC and Administrative Building LANDSCAPING Proposal:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)		Per Task	
Remove debris from beds in the spring. (Spring)		Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.		Per Visit	N/A
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.		Per Application	N/A
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.		Per Application	N/A
Spray pre-emergent herbicide on all beds, cracks, and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)		Per Application	N/A
Weed all beds, cracks and crevices. (As Needed)		Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)		Per Application	N/A
Spray landscaping for insects or disease. (As Needed)		Per Application	N/A
Plant flowers.		Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)		Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)		Per Task	N/A
Hourly rate for any services not listed above.		Per Hour	N/A

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City of Stockbridge MMCC and Administrative Building LAWN CARE Proposal:

Service Description	Dollars Per Unit	Unit
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)		Per Visit
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)		Per Visit
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.		Per Visit
Apply fertilizer (Two applications total for the year.)		Per Application
Pre and post emergent herbicide. (As Needed)		Per Application
Insecticide. (As Needed)		Per Application
Core aeration and de-thatching of grass. (As Needed)		Per Visit
Blow leaves and remove.		Per Task
Hourly rate for any services not listed above.		Per Hour

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MMCC and Administrative Building Irrigation Proposal:

Service Description	Dollars Per Unit	Unit
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)		Per Task
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)		Per Hour
Assess performance of system and adjust time. (Two times per month)		Per Visit
Deactivate irrigation system and blow lines. (Fall)		Per Task
Hourly rate for any services not listed above.		Per Hour

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Downtown Connection Center Landscaping Proposal:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)		Per Task	
Remove debris from beds in the spring. (Spring)		Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.		Per Visit	N/A
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.		Per Application	N/A
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.		Per Application	N/A
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)		Per Application	N/A
Weed all beds, cracks, and crevices. (As Needed)		Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)		Per Application	N/A
Spray landscaping for insects or disease. (As Needed)		Per Application	N/A
Plant flowers.		Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)		Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)		Per Task	N/A
Hourly rate for any services not listed above.		Per Hour	N/A

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Downtown Connection Center Lawn Care Proposal:

Service Description	Dollars Per Unit	Unit
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)		Per Visit
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)		Per Visit
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.		Per Visit
Apply fertilizer (Two applications total for the year.)		Per Application
Pre and post emergent herbicide. (As Needed)		Per Application
Insecticide. (As Needed)		Per Application
Core aeration and de-thatching of grass. (As Needed)		Per Visit
Blow leaves and remove.		Per Task
Hourly rate for any services not listed above.		Per Hour

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MLK, Sr. Heritage Trail Streetscape Landscaping Proposal:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)		Per Task	
Remove debris from beds in the spring. (Spring)		Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.		Per Visit	N/A
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.		Per Application	N/A
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.		Per Application	N/A
Spray pre-emergent herbicide on all beds, cracks, and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)		Per Application	N/A
Weed all beds, cracks and crevices. (As Needed)		Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)		Per Application	N/A
Spray landscaping for insects or disease. (As Needed)		Per Application	N/A
Plant flowers.		Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)		Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)		Per Task	N/A
Hourly rate for any services not listed above.		Per Hour	N/A

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East Atlanta Road Streetscape Landscaping Proposal:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)		Per Task	
Remove debris from beds in the spring. (Spring)		Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.		Per Visit	N/A
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.		Per Application	N/A
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.		Per Application	N/A
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)		Per Application	N/A
Weed all beds, cracks and crevices. (As Needed)		Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)		Per Application	N/A
Spray landscaping for insects or disease. (As Needed)		Per Application	N/A
Plant flowers.		Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)		Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)		Per Task	N/A
Hourly rate for any services not listed above.		Per Hour	N/A

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North Henry Blvd Streetscape Landscaping Proposal:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)		Per Task	
Remove debris from beds in the spring. (Spring)		Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.		Per Visit	N/A
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.		Per Application	N/A
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.		Per Application	N/A
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)		Per Application	N/A
Weed all beds, cracks and crevices. (As Needed)		Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)		Per Application	N/A
Spray landscaping for insects or disease. (As Needed)		Per Application	N/A
Plant flowers.		Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)		Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)		Per Task	N/A
Hourly rate for any services not listed above.		Per Hour	N/A

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Floyd Chapel Historical Marker Landscaping Proposal:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)		Per Task	
Remove debris from beds in the spring. (Spring)		Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.		Per Visit	N/A
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.		Per Application	N/A
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.		Per Application	N/A
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)		Per Application	N/A
Weed all beds, cracks and crevices. (As Needed)		Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)		Per Application	N/A
Spray landscaping for insects or disease. (As Needed)		Per Application	N/A
Plant flowers.		Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)		Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)		Per Task	N/A
Hourly rate for any services not listed above.		Per Hour	N/A

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Green Front Café Landscaping Proposal:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)		Per Task	
Remove debris from beds in the spring. (Spring)		Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.		Per Visit	N/A
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.		Per Application	N/A
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.		Per Application	N/A
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)		Per Application	N/A
Weed all beds, cracks and crevices. (As Needed)		Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)		Per Application	N/A
Spray landscaping for insects or disease. (As Needed)		Per Application	N/A
Plant flowers.		Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)		Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)		Per Task	N/A
Hourly rate for any services not listed above.		Per Hour	N/A

EXHIBIT J:
COST PROPOSAL
REQUEST FOR PROPOSALS (RFP) No. 2026-0010
CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

BID SUMMARY

PUBLIC FACILITIES

	\$	
A. City Hall	\$	
B. City Hall – Fountain Area	\$	
C. Amphitheater	\$	
D. Municipal Court	\$	
E. Police Department	\$	
F. Public Works Administrative Building	\$	
G. MMCC and Administrative Building	\$	
H. Downtown Connection Center	\$	
I. Municipal Park	\$	
TOTAL	\$	

STREETSCAPES

A. MLK Sr. Heritage Trail Streetscape	\$	
B. East Atlanta Road Streetscape	\$	
C. North Henry BLVD Streetscape	\$	
TOTAL		

HISTORICAL MARKERS

A. Floyd Chapel Baptist Church	\$	
B. Green Front Café	\$	
TOTAL	\$	

OVERALL TOTAL BASE BID (NUMERIC)	\$	
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OVERALL TOTAL BASE BID IN WORDS

End of Exhibit J.