



**ADDENDUM NO. 1
ANNUAL CONTRACT FOR LAWN CARE MAINTENANCE
FOR THE CITY OF SNELLVILLE
(PW200826)**

August 27, 2020

This Addendum forms a part of the Contract Documents and modifies the original Bid Document Package dated August 26, 2020, as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

This addendum includes clarifications and/or modifications to Bid Documents and consists of (1) page and the ten (10) page contract.

- a. The contract for the project is attached to and made a part of this bid.
Attached

*****End of this addendum*****

CITY OF SNELLVILLE

Melisa Arnold
City Clerk/Administrative Manager

STATE OF GEORGIA
COUNTY OF GWINNETT

AGREEMENT FOR LANDSCAPING SERVICES

THIS AGREEMENT, made and entered into by and between THE CITY OF SNELLVILLE organized and existing under the laws of the State of Georgia and authorized to do business in the State of Georgia (hereinafter referred to as OWNER), and _____, a corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as CONTRACTOR).

WITNESSETH:

WHEREAS, the OWNER contracts with CONTRACTOR to provide Landscaping services to the OWNER; and

WHEREAS, CONTRACTOR desires to enter into this Agreement and meet with the OWNER, as required, in order to implement the terms of this Agreement; and

WHEREAS, CONTRACTOR is staffed with professional landscapers and other professionals and is competent and certified in the landscaping professions;

NOW, THEREFORE, the OWNER and CONTRACTOR, in consideration of their mutual covenants herein, agree with respect to the performance of professional landscaping services by the CONTRACTOR and payment for those services by the OWNER, as set forth below:

SECTION 1 – CONTRACTOR’S SERVICES

The CONTRACTOR shall provide landscaping services as specifically set forth in Exhibit A (the “Project”); however, to the extent that there are terms in the attached Exhibit “A” that conflict with the terms herein, the terms herein shall control.

SECTION 2 – OWNER’S RESPONSIBILITIES

The OWNER’S responsibilities to the CONTRACTOR shall specifically include the following:

- 2.1 Provide full information as to its requirements for the Project;
- 2.2 Guarantee access to and make all provisions for the CONTRACTOR to enter upon public and private property as required for the CONTRACTOR to perform its services;

- 2.3 Designate, in writing, a person to act as OWNER's Representative with respect to the work to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to the Project as covered by this Agreement;
- 2.4 Give prompt written notice to the CONTRACTOR whenever OWNER observes or otherwise becomes aware of any defect in the Project or changed circumstances affecting the Project; and

SECTION 3- PERIOD OF SERVICE

The services, as described herein, shall be commenced promptly upon authorization by the OWNER, and shall be completed in accordance with a schedule mutually agreed upon by OWNER'S REPRESENTATIVE and CONTRACTOR.

This Agreement shall expire one (1) year from the date of execution. This Agreement may be renewed for an additional one (1) year term ("First Renewal Period"), provided that CONTRACTOR has performed satisfactorily under this Agreement. During the First Renewal Period, the pricing will remain as stated in this Agreement unless a new amount is approved by the Mayor and Council. Upon conclusion of the First Renewal Period, the Agreement may be renewed for one additional one (1) year term ("Second Renewal Period"), provided that CONTRACTOR has performed satisfactorily under the previous Agreement. During the Second Renewal Period, the pricing will remain as stated in this Agreement unless a new amount is approved by Mayor and Council. Under no circumstances shall this Agreement or its renewals exceed three (3) years in duration.

SECTION 4- PAYMENTS TO THE CONTRACTOR

4.1 FEES FOR LANDSCAPING SERVICES

4.1.1 The OWNER shall pay the CONTRACTOR for the work required by this Agreement an amount not to exceed _____ (\$ _____).

4.1.2 No action shall be taken and no additional services shall be authorized until written approval has been sent by the OWNER to the CONTRACTOR confirming the approval of official action recorded in the minutes of a meeting of the Mayor and Council demonstrating authorization of the approval of the additional services.

4.2 PAYMENT SCHEDULE

The CONTRACTOR will submit invoices to the OWNER'S REPRESENTATIVE on or before the first (1st) day of each month for services performed by the CONTRACTOR in connection with services authorized by the

OWNER. The amounts of said invoices will be based upon the amount and value of the services performed by the CONTRACTOR under this Agreement.

The OWNER will pay the CONTRACTOR the full amount of the invoice within thirty (30) days of the date of invoice(s) submitted by the CONTRACTOR. If the OWNER fails to make payment to the CONTRACTOR within thirty (30) days after the date of invoice submitted by the CONTRACTOR, the CONTRACTOR reserves the right to suspend services under this Agreement until all such invoices are paid in full for the amounts then due.

SECTION 5- INSURANCE

CONTRACTOR shall, at its own expense, carry and maintain insurance with carriers satisfactory to OWNER as follows:

Workers' Compensation, and related coverage's:

- | | |
|---------------------------|-------------|
| (1) State: | Statutory |
| (2) Applicable Federal | Statutory |
| (3) Employer's Liability: | \$1,000,000 |

Contractor's Liability Insurance shall also include completed operations and product liability coverage's and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- | | |
|---|-------------|
| (1) General Aggregate
(Except Products-Completed Operations) | \$1,000,000 |
| (2) Products
(Completed Operations Aggregate) | \$1,000,000 |
| (3) Personal Injury
(Per Person/Organization) | \$1,000,000 |
| (4) Each Occurrence
(Bodily Injury and Property Damage) | \$1,000,000 |

(5) Property Damage Liability Insurance will provide Explosion, Collapse and Underground coverage's where applicable.

- | | |
|--------------------------------|-------------|
| (6) Excess/Umbrella Liability: | |
| General Aggregate | \$1,000,000 |
| Each Occurrence | \$1,000,000 |

Automobile Liability:

- | | |
|--------------------|---------------|
| (1) Bodily Injury: | |
| \$1,000,000 | Each Person |
| \$1,000,000 | Each Accident |

Property Damage:	
\$1,000,000	Each Accident

OR

- (2) Combined Single Limit (Bodily Injury/ Property Damage)
\$1,000,000 Each Accident

The Contractual Liability coverage shall provide coverage for not less than the following amounts:

- (1) General Aggregate \$1,000,000
- (2) Each Occurrence \$1,000,000
(Bodily Injury and Property Damage)

Prior to performing any Work, CONTRACTOR shall have its insurance carrier or broker furnish OWNER with Certificates of Insurance certifying that all insurance required under this Agreement is in full force and effect, citing the expiration date of each policy and stating that the insurance will not be canceled or materially modified during the term of this Agreement without thirty (30) days prior written notice to OWNER. The policies required herein shall provide for a waiver of subrogation in favor of OWNER. The Certificates of Insurance shall name OWNER as an additional insured under each policy of insurance, except for Worker's Compensation and Employer's Liability coverages. Receipt by OWNER of the Certificates of Insurance required herein shall be a prerequisite to commencement of, and payment for, the Work.

SECTION 6- INDEMNIFICATION

For the separate consideration received from OWNER in the amount of \$10.00, CONTRACTOR shall defend, indemnify and save harmless OWNER as provided below:

CONTRACTOR shall defend, indemnify and hold harmless OWNER and all of their respective affiliates and subcontractors, including their respective officers, elected officials, employees, principals, agents, successors and assigns, (collectively "Indemnitees") from and against any and all actions, suits, arbitrations, administrative proceedings, demands and claims for any and all damages, injunctive or any other relief based on any cause of action whatsoever (sometimes individually "Claim" and sometimes collectively "Claims") that may be brought or made against, or incurred by, Indemnitees on account of liabilities, damages, losses, costs, expenses, settlements, judgments, awards, and governmental penalties and sanctions, including reasonable attorneys' and experts' fees, including those attributable to bodily injury (including death), personal injury and property damage (sometimes individually "Liability" and sometimes collectively "Liabilities"), caused by, arising out of, or contributed to by any actual or alleged breach of the terms of this Agreement, by, or any acts, errors or omissions or the willful misconduct of CONTRACTOR, its employees, sub-subcontractors or agents, except to the extent the Claims or Liabilities are determined to have been caused solely by the negligence or the willful misconduct of OWNER.

CONTRACTOR'S indemnity obligations contained in this Agreement include any Claims made against OWNER by CONTRACTOR'S employees and any Liabilities

associated therewith, except for those claims that are determined to have been caused solely by the negligence or the willful misconduct of OWNER. This obligation shall not be restricted by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR under worker's compensation acts, disability benefit acts, or other employee benefit acts.

SECTION 7- GENERAL TERMS

7.1 SUCCESSORS AND ASSIGNS

The CONTRACTOR and OWNER each binds itself and its successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; except as above, neither the CONTRACTOR nor the OWNER will assign, sublet or transfer any interest in the Agreement without the consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the CONTRACTOR and the OWNER.

7.2 TERMINATION

This Agreement may be terminated by the OWNER by ten (10) days' written notice.

7.3 MODIFICATION

This Agreement constitutes the entire understanding between the OWNER and CONTRACTOR and may be modified only by a written instrument duly executed by the parties hereto.

7.4 STANDARDS OF PROCEDURE

All work shall be done in a workman-like manner. The CONTRACTOR will certify all invoices submitted to OWNER for payment. This certification shall mean that the work has been performed in a workman-like manner and shall meet regulatory specifications and safety requirements by any supervising public entity and all LANDSCAPING standards applicable to such a project.

7.4.1 The standard of care for all professional LANDSCAPING and related services performed or furnished by CONTRACTOR under this Agreement will be the care and skill ordinarily used by members of CONTRACTOR's

profession practicing under similar circumstances at the same time and in the same locality.

- 7.4.2 CONTRACTOR shall be responsible for the technical accuracy of its services and results therefrom, and OWNER shall not be responsible for discovery of deficiencies therein. CONTRACTOR shall correct such deficiencies without additional compensation, except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.
- 7.4.3 CONTRACTOR shall perform or furnish services in all phases of the Project to which this Agreement applies. CONTRACTOR may employ such Landscape Professionals as CONTRACTOR deems necessary to assist in the performance or furnishing of the services.
- 7.4.4 CONTRACTOR and OWNER shall comply with applicable laws, codes, regulations, and OWNER-mandated standards in effect as of the date of the execution of this Agreement.
- 7.4.5 OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the services of CONTRACTOR.

7.5 MISCELLANEOUS

- 7.5.1 This Agreement is governed by the laws of the State of Georgia.
- 7.5.2 Time is of the essence in this Agreement.
- 7.5.3 The OWNER employs the CONTRACTOR as an independent contractor and not as an employee or agent of the OWNER.
- 7.5.4 All disputes arising from this Agreement or the services to be provided hereunder shall be heard in the Superior Court of Gwinnett County, Georgia. The parties hereto hereby waive any objections to jurisdiction or venue in the Superior Court of Gwinnett County, Georgia.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____, 2020.

OWNER: CITY OF SNELLVILLE, GEORGIA

By: _____
Barbara Bender, Mayor Pro Tem

Attest: _____
Melisa Arnold, City Clerk

CONTRACTOR:

By: _____
_____, President

EXHIBIT "A"

**City of Snellville Scope of Work for Annual Contract for Landscape
Maintenance
(PW200826)**

Locations to be included:

City Hall / Senior Center /
Green
2342 & 2350 Oak Road
Snellville, GA 30078

Public Works and Recycle Center
2491 & 2531 Marigold Rd
Snellville, GA 30078

Towne

Police Department
2315 Wisteria Drive
Snellville, GA 30078

Right of Way Downtown
Oak Rd, Clower St, Wisteria Dr.

Hwy 124 Medians

Total of four (4) medians on Highway 124 beginning at Ronald Reagan Parkway and Highway 124 (Target) and heading north to the City limits (Sam's Club).

The above-mentioned locations should include the following:

Furnishing all supervision, labor, material and equipment required to maintain the landscaping of the grounds at all locations and preparation and maintenance of all sprinkler systems located at the City Center throughout a twelve (12) month period. Specifics are listed below by location.

All work performed by the contractor shall be conducted in accordance with ANSI A300 and ANSI Z133.1 standards.

CITY HALL / SENIOR CENTER / TOWNE GREEN

- 1.) Weekly mowing of grass during the growing season All turf area's need to be mowed during dormant season as needed to maintain neat and clean appearance. Turf shall be scalped in early spring to remove dormant turf from warm season grass.
- 2.) Weekly edging of all grassed areas at sidewalks, including curb lines & bed areas.
- 3.) Weekly clean-up of all paper, cans, bottles, sticks, cigarettes, leaves and other normal debris – this will encompass removal of grass clippings, weeds at curb and pavement lines, weed removal in all mulch, shrub and bedding areas and other trash that has settled in these areas.
- 4.) Proper pruning of all shrubs and trees or as needed to remove new growth. Deep hand pruning to be done as necessary. Selective cleaning and pruning of Crepe Myrtles is to be performed annually.
- 5.) Weed control for beds and hard surfaces shall be controlled by using herbicides and where it is necessary hand removal of weeds shall be done.
- 6.) Blowing off of parking lot and concrete areas.

POLICE DEPARTMENT

- 1.) Weekly mowing of grass during the growing season All turf area's need to be mowed during dormant season as needed to maintain neat and clean appearance. Turf shall be scalped in early spring to remove dormant turf from warm season grass.
- 2.) Weekly edging of all grassed areas at sidewalks, including curb lines & bed areas.
- 3.) Weekly cleanup of all paper, cans, bottles, sticks, cigarettes, leaves and other normal debris – this will encompass removal of grass clippings, weeds at curb and pavement lines, weed removal in all mulch, shrub and bedding areas and other trash that has settled in these areas.
- 4.) Proper pruning of all shrubs and trees or as needed to remove new growth. Deep hand pruning to be done as necessary. Selective cleaning and pruning of Crepe Myrtles is to be performed annually.
- 5.) Weed control for beds and hard surfaces shall be controlled by using herbicides and where it is necessary hand removal of weeds shall be done.
- 6.) Blowing off of parking lot and concrete areas.

PUBLIC WORKS / RECYCLE CENTER

- 1.) Weekly mowing of grass during the growing season. All turf area's need to be mowed during dormant season as needed to maintain neat and clean appearance. Turf shall be scalped in early spring to remove dormant turf from warm season grass.
- 2.) Weekly edging of all grassed areas at sidewalks, including curb lines & bed areas.
- 3.) Weekly cleanup of all paper, cans, bottles, sticks, cigarettes, leaves and other normal debris – this will encompass removal of grass clippings, weeds at curb and pavement lines, weed removal in all mulch, shrub and bedding areas and other trash that has settled in these areas.
- 4.) Proper pruning of all shrubs and trees or as needed to remove new growth. Deep hand pruning to be done as necessary. Selective cleaning and pruning of Crepe Myrtles is to be performed annually.
- 5.) Weed control for beds and hard surfaces shall be controlled by using herbicides and where it is necessary hand removal of weeds shall be done.
- 6.) Blowing off of parking lot and concrete areas.

HIGHWAY 124 MEDIANS

Total of four (4) medians on Highway 124 beginning at Ronald Reagan Parkway and Highway 124 (Target) and heading north to the City limits (Sam's Club).

- 1.) Weekly mowing, trimming, edging and blowing of all grassed areas and curbs.
- 2.) Upon completion of weekly maintenance visit, a general clean-up of all paper, cans, bottles, sticks, cigarettes, leaves and other normal debris. This will encompass removal of grass clippings, weeds at curb and pavement lines, and other trash that has settled in these areas in turning lane.

RIGHT OF WAY DOWNTOWN SQUARE (OAK RD, CLOWER ST, WISTERIA DR.).

Both sides of the road from post office to City Hall on Oak Rd. Both sides of the road on Clower St. Both sides of the road from Police Department to Post Office rear exit on Wisteria Dr.

- 1.) Weekly mowing of grass during the growing season on both sides of the road. All turf area's need to be mowed during dormant season as needed to maintain neat and clean appearance. Turf shall be scalped in early spring to remove dormant turf from warm season grass.
- 2.) Weekly edging of all grassed areas at sidewalks, including curb lines & bed areas.
- 3.) Weekly cleanup of all paper, cans, bottles, sticks, cigarettes, leaves and other normal debris – this will encompass removal of grass clippings, weeds at curb and pavement lines, weed removal in all mulch, shrub and bedding areas and other trash that has settled in these areas.
- 4.) Weed control for beds and hard surfaces shall be controlled by using herbicides and where it is necessary hand removal of weeds shall be done.
- 5.) Trimming and cleaning of the lirioppe in islands. Winter scalping of lirioppe.
- 6.) Blowing off of concrete sidewalk and paved areas.