CUMBERLAND CID

REQUEST FOR PROPOSAL FOR EXTERIOR LANDSCAPE MAINTENANCE

CUMBERLAND CID

Owner:

CUMBERLAND COMMUNITY IMPROVEMENT DISTRICT

OLM, INC. ORNAMENTAL LANDSCAPE MANAGEMENT KENNESAW, GA

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BID PACKAGE

EXTERIOR LANDSCAPE MAINTENANCE

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Form Exterior Landscape Maintenance Service Agreement

REQUEST FOR PROPOSAL

EXTERIOR LANDSCAPE MAINTENANCE

1.1 Introduction

This Request for Proposal ("RFP") is issued by CUMBERLAND COMMUNITY IMPROVEMENT DISTRICT ("Owner"), to solicit competitive proposals for Exterior Landscape Maintenance of CUMBERLAND CID in COBB COUNTY, GA. The RFP includes complete bidder's instructions, a detailed scope of work, proposal bid forms and a form Exterior Landscape Maintenance Service Agreement ("Service Agreement").

1.2 Service Agreement Term

Owner and the selected Landscape Maintenance Contractor ("Contractor") will execute a Service Agreement substantially in the form included in this RFP for a term of one (1) year, with two (2) one-year options to renew. Upon expiration of the current final term, Contractor shall perform the services on a month-to-month basis until either Party has provided the other Party written notice of its election to renew or terminate the Service Agreement. The initial term will begin on January 1, 2025.

1.3 Bidder Instructions

Sealed proposals are invited for all work as defined, suggested, or implied in the attached Service Agreement, entitled "CUMBERLAND CID Exterior Landscape Maintenance Service Agreement", in COBB COUNTY, GA, prepared by OLM, INC., 975 Cobb Place Blvd., Suite 304, Kennesaw, GA 30144, as well as any addenda issued to Bidders prior to the submission of proposals.

This RFP does not guarantee that a Service Agreement will be awarded. Owner reserves the exclusive right to reject any or all proposals, in whole or in part, that it deems to be in the best interest of the Owner, and to waive any formalities or technicalities in any proposal received. Owner reserves the right to request modification of any or all proposals.

Owner does not represent that it intends to accept the lowest price bid; award will be made to the lowest price Bidder that Owner deems to be qualified. Owner reserves the right to award by items, groups of items, or total bid.

Proposals may be held by the Owner for a period not to exceed 90 days from the date of submittal for the purposes of reviewing the proposals and investigating the qualifications of the Bidders, prior to executing the Landscape Maintenance Service Agreement.

There will be a non-mandatory bidders conference on **Tuesday, September 24**th at 3:00 PM via Teams(https://teams.microsoft.com/l/meetup-join/19%3ameeting_OWNiOTY0ZWQtYjRmZi00MTY2LTgyNzYtNmJhYjE2MmUxNTg3%40thread.v2/0?context=%7b%22Tid%22%3a%22139a85a7-bae7-43c5-b8b7-

fc53199253ba%22%2c%22Oid%22%3a%22e3b35916-2850-4cc1-9d74-3760d040676f%22%7d / Meeting ID: 250 611 650 147 / Passcode: 6QNxnC). All questions following the pre-bid meeting need to be submitted to Scott Ryman via email at sryman@olminc.com. Final addendum will be posted on Georgia Procurement Registry (https://ssl.doas.state.ga.us/gpr/index) and Cumberland CID's (cumberlandcid.org) websites on Thursday October 10, 2024 by 2:00 PM.

1.4 Proposal Preparation

This RFP includes a complete set of Proposal Bid Forms (see Exhibit "B" of the Service Agreement) which are for the convenience of the Bidders and are to be filled out and executed completely. Failure to supply any requested information may result in disqualification. Owner reserves the right to request additional information if clarification is needed.

1.5 Proposal Delivery

All proposals are CONFIDENTIAL. Proposals will be received by the Cumberland Community Improvement District no later than <u>2:00 PM on October 17th</u>, <u>2024</u>, at which time all proposals shall be privately opened.

Please submit bids, including one (1) electronic (e-mail) copy to:

Cumberland Community Improvement District 1100 Circle 75 Pkwy Suite 1000 Atlanta, GA 30339

Attention: Mr. Tarik Milner, Planning and Projects Manager E-Mail: tmilner@cumberlandcid.org & sryman@olminc.com

Proposals should be submitted via e-mail in Word or PDF format and should **only include Exhibit** "B" (pages IV-1 through IV-7) of this package. Proposals communicated by Bidders orally will be rejected.

No proposals will be accepted after the above stated time. Submission extensions will not be allowed unless expressly stated in writing by OLM, INC. ("Landscape Maintenance Consultant") and/or Owner.

1.6 Opening Proposals

All proposals received prior to the scheduled opening time will be securely kept until the time and date stated above for opening the proposals at which time all proposals will be privately opened.

1.7 Interpretation and Addenda

No oral interpretations will be made to any Bidder as to the meaning of the Service Description

and Specifications (see Service Agreement – Exhibit "A"). Interpretations, if made, will be written in the form of an addendum and sent to all Bidders on the bid list.

1.8 Examination of the Site

Each Bidder is assumed to have visited the site and thoroughly familiarized itself with all conditions pertinent to the work in total as is indicated in the Service Description and Specifications (see Service Agreement – Exhibit "A"). No additional compensation nor relief from any obligations of the Service Agreement will be granted because of lack of knowledge of the site or conditions under which the work will be performed, i.e., general working conditions, labor requirements, weather conditions, accessibility, condition of the premises, any obstructions, drainage conditions and the actual grades.

1.9 Insurability and Bondability

Each Bidder shall supply with its proposal, evidence of insurability and/or bondability commensurate with the requirements specified in the Service Agreement (see Article Three – Warranties, Liabilities, Indemnities, and Insurance).

1.10 Proposal Duration

The Proposal must be in effect for a minimum of 90 calendar days starting with the day following the Proposal Delivery Date (see Section 1.5, Proposal Delivery). During this time all provisions of the Proposal must be in effect, including prices.

1.11 Pricing Instructions

Bidders shall submit their price information on the "Summary Bid Form" and the "Itemized Bid Forms" (see Service Agreement – Exhibit "B") with all blank spaces completed. Bidders shall also sign the Summary Bid Form and complete the bidder name and address information. Each line item price identified on all Itemized Bid Forms (see Service Agreement – Exhibit "B") shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit.

1.12 Substitutions

Bidders will not be allowed to make any substitution(s) in materials, quantities or frequencies during the bid process. Bidders shall complete the Summary Bid Form and Itemized Bid Forms (see Service Agreement – Exhibit "B") using the quantities identified.

1.13 Price Guarantee

Contractor agrees that its pricing to the Owner shall not increase throughout the term of this Service Agreement.

1.14 Contractor Resume

Each Bidder shall submit with its proposal a complete resume of experience and qualifications. The information shall include at least the following: years the Bidder's company has been in business, customer references for comparable jobs, their completed size and approximate dollar value.

1.15 Signature and Legibility

The name, address and signature of the Bidder and the price information shall be clearly and legibly written on the Summary Bid Forms and Itemized Bid Forms (see Service Agreement - Exhibit "B") and Bidder's Proposal shall be signed by a person legally authorized to bind the Bidder to a contract only on submitted hard copies.

1.16 Inspection of Contractor's Facilities

Owner may, upon selecting a Contractor for this work, within 10 days send his representative(s) to visit the Contractor's facilities before executing a Service Agreement.

1.17 Material Quantities

It is the Contractor's responsibility to confirm all material quantities.

1.18 Maintenance Personnel Uniforms

All laborers and foremen of the Contractor shall perform all work on the premises in a uniform to be designed by the Contractor. Contractor shall have a reasonable time within which to obtain uniforms for new employees. The shirt and pants shall be matching and consistent. At the start of each day the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted.

1.19 Maintenance Personnel Behavior

No smoking in or around the building(s) will be permitted. Rudeness or discourteous acts by Contractor employees towards tenants, guest, management, etc. will not be tolerated. No Contractor solicitation of any kind is permitted on property. Contractor may be asked to park in designated areas.

1.20 Safety

Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work under this agreement, utilizing safety equipment such as bright vests, traffic cones, etc.

1.21 Coordination with local and state agencies

The contractor will coordinate directly with Cobb County DOT and the Georgia Department of Transportation (GDOT) area office and GDOT Traffic Management Center (TMC) regarding any lane closures or traffic control requirements. The contractor shall remain in compliance with all local, state, and federal regulations. Should a performance bond be required by GDOT, the cost will be the responsibility of the contractor.

EXTERIOR LANDSCAPE MAINTENANCE SERVICE AGREEMENT

This Service Agreement ("Service Agreer	ment") is made and entered into this day of
, 2024, by and between the Owne	er, <u>CUMBERLAND COMMUNITY IMPROVEMENT</u>
DISTRICT ("Owner"), located in Cobb C	
("Contractor") located at	, (being individually referred to as "Party"
and collectively referred to as the "Parties	s"). Owner's property to be maintained by Contractor is
located in Cobb County, Georgia.	

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter created, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE ONE – STATEMENT OF INTENT

The intent of this Service Agreement is for the Contractor to provide exterior landscape maintenance services ("Landscape Maintenance Services" or "Work") on public right of way along certain designated transportation corridors within the Cumberland Community Improvement District. Contractor is hereby made aware that the Owner and the Landscape Maintenance Consultant, OLM, Inc., ("Consultant") anticipate that the Landscape Maintenance Services shall be of the very highest quality. All Work to be performed by Contractor within the scope of these specifications shall be strictly managed, executed, and performed by experienced personnel.

Contractor is retained by Owner only for the purposes set forth in this Service Agreement, and its relation to Owner shall be that of an independent contractor. All employees furnished by Contractor will be employees of Contractor, and will at all times be subject to the direct supervision and control of Contractor. Contractor shall employ only qualified personnel, legally authorized to work in the United States, for the purpose of performing its Landscape Maintenance Services hereunder.

ARTICLE TWO – SCOPE OF WORK

The Landscape Maintenance Services (as defined in the Service Agreement – Exhibit "A", "Service Description and Specifications") will be performed by the Contractor. This Work includes the complete care and guarantee, as defined within these specifications, of all planted trees, plants, groundcovers, and lawn areas within the limits of the Work Area of the CUMBERLAND COMMUNITY IMPROVEMENT DISTRICT, in COBB COUNTY, GA as described/outlined in Exhibit "E" ("Work Area"). Contractor shall be responsible for all center island medians and areas up to 15 feet behind roadway shoulder curbs. Contractor shall be responsible for maintaining landscape in all areas described/outlined in Exhibit "E". Contractor shall be responsible for following all DOT safety requirements, State, Federal and Local ordinances.

Contractor shall provide all materials, equipment, and labor required and/or inferred to perform all tasks identified to the specifications and frequencies described in Exhibit "A".

Owner reserves the right to modify the scope of Work, i.e., the quantity or type of materials used, the frequency of performance, etc.

ARTICLE THREE – WARRANTIES, LIABILITIES, INDEMNITIES, and INSURANCE

3.1 Warranties

Contractor warrants that Work performed and all goods delivered under this Service Agreement, shall be free from any defects in workmanship and material, and shall conform strictly to these specifications. Contractor further warrants that all Work shall be performed using Contractor's best efforts and shall be in conformance with industry standards for workmanship. Contractor shall replace, at Contractor's expense, all plant material, which, in the opinion of the Consultant and/or Owner, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.

By executing this Service Agreement, Contractor represents that it has examined carefully all of the contract documents, is acquainted with the Work Area where the Work is to be performed and all conditions relevant to the Work, and has made all evaluations and investigations necessary to a full understanding of any difficulties which may be encountered in performing the Work. Contractor acknowledges that the contract documents are sufficient for the proper and complete execution of the Work.

3.2 Liabilities

It is the responsibility of the Contractor to notify the Owner in writing of any conditions beyond the control of the Contractor or scope of Work of these specifications which may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to the following:

- a. Vandalism and/or other abuse in the Work Area which results in damage to the plant material.
- b. Areas of the Work Area which continually hold water.
- c. Areas of the Work Area which are consistently too dry.

Contractor shall list any such items on the Weekly Maintenance Worksheet (Service Agreement – Exhibit "D") along with recommend solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for the repair of such items.

3.3 Indemnification and Safety

Consultant, Cobb County, State of Georgia, Cobb County Chamber of Commerce, Inc., property owners, and lessees within the Cumberland Community Improvement District, their directors, officers, employees, officials, and agents from any and all claims, suits, actions, liabilities, and costs of any kind (including attorney's fees), for personal injury or death or damage to real property or tangible personal property arising from the acts or omissions of the Contractor, its agents, employees, representatives, or subcontractors, including failure to identify and resolve a safety issue, without limitation, notwithstanding the insurance limits set forth in Section 3.4 below.

Contractor waives the right to file a mechanic's lien and will indemnify Owner and any property owners and lessees within the Work Area against all claims or liens filed by Contractor or its subcontractors or material suppliers. Indemnity shall include costs and attorney's fees.

Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Service Agreement. Contractor shall comply with all applicable OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's Work under this Service Agreement, utilizing safety equipment such as bright vests, traffic cones, etc.

Contractor further agrees to protect, defend, indemnify, Covenant not to sue and hold harmless the Owner, its directors, 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 of the Contractor.

3.4 Insurance

Prior to Contractor's performance of any Work under this Service Agreement, Contractor shall obtain and maintain in force for the term of this Service Agreement the following insurance coverages, at its own expense. Certificates of Insurance must name CUMBERLAND COMMUNITY IMPROVEMENT DISTRICT, OLM, Inc., Cobb County, State of Georgia, and Cobb County Chamber of Commerce, Inc. as additional insureds and must evidence the following coverages in at least the following limits:

Worker's Compensation and Employer's Liability for all employees working on the property with minimum limits of \$100,000 each occurrence, \$500,000 total policy, \$100,000 per employee.

Comprehensive General Liability, including Contractual and Completed Operations: \$1,000,000 per occurrence and a general aggregate amount of \$2,000,000.

Automobile Public Liability Insurance: Bodily Injury with limits of at least

\$250,000 per person and \$500,000 for each accident and Property Damage of least \$100,000 for each accident with medical pay coverage of \$10,000 regardless of fault, covering all owned, non-owned and hired vehicles.

Umbrella or Excess Liability Insurance: \$1,000,000 per occurrence.

Contractor shall furnish satisfactory evidence of the required insurance to Owner prior to the execution of the Service Agreement. Contractor agrees that no policy may be canceled or materially altered without first giving Owner 30 days' written notice. All subcontractors or partners of Contractor must comply with the same insurance coverage requirements. The Contractor is responsible for the proper instruction for all safety measures for their personnel.

Contractor is responsible for ensuring that all personnel applying restricted material(s) maintain valid licenses for such Work and ensuring that all chemicals (restricted or otherwise) are applied in accordance with manufacturer's recommendations, industry standards, local, state and federal codes.

ARTICLE FOUR – PAYMENT

Category A – Landscape Maintenance Total

Payments by Owner to Contractor for Work performed shall be based on the dollar amounts described in Category A from the Summary Bid Form, which comprise the Base Payment amount that is paid monthly and described in paragraphs 4.2 and 4.3.

\$

FIRST YEAR TOTAL CONTRACT PRICE	\$
Second Year Total Contract Price	\$
Third Year Total Contract Price	\$

- 4.1 Payment for Landscape Maintenance (Category A) will be based on 12 equal monthly payments.
- 4.2 Contractor shall submit to the Owner an invoice based upon the unit price schedule for Category A from the Summary Bid Form (Exhibit "B") and a detailed statement of all services rendered to the Owner by the Contractor in the preceding month. Within 30 days of receipt of said invoice and statement, the Owner shall remit to the Contractor seventy-five percent (75%) of the "Base Payment", or \$_______, hereinafter referred to as the "Base Payment Fixed Amount".
- In addition to the Base Payment amount of Category A from the Summary Bid Form, the Contractor may also be entitled to receive a monthly *Performance Payment* of 25%, or _______, hereinafter referred to as the *Performance Payment* The amount of a *Performance Payment* if any, shall be determined as follows: The Consultant, the Owner and the Contractor shall conduct an inspection of the Work performed by the Contractor once per month, and the Consultant shall prepare a Landscape Maintenance Inspection Gradesheet (see Service Agreement Exhibit "C") based on each inspection.

Based upon the *Performance Payment*TM percentage (described in Article 8.4 "Grade Evaluation/Scoring") for a month, the Contractor may be entitled to a *Performance Payment*TM for said month based on a score of 87% or above.

- 4.4 Any *Performance Payment* Mue for a month shall be paid concurrent with the Base Payment for said month. The Consultant will be responsible for scheduling the monthly inspections. The Consultant must be given at least 14 days' notice to reschedule. All inspections will proceed as scheduled with or without the attendance of the Contractor.
- 4.5 *Performance Payment*TM is void unless OLM, Inc. performs the Monthly Landscape Maintenance Inspection. If Consultant does not perform the monthly landscape maintenance inspection, the Contractor receives full compensation for that month.
- 4.6 Payment for Mulching, Category B from the Proposal Forms, will be invoiced as the Work is completed and approved by Consultant and/or Owner.
- 4.7 Contractor has the sole responsibility of paying the salaries, taxes (including, but not limited to, Federal and State Withholding, Federal Social Security Taxes, and Federal and State Unemployment Taxes) and all other expenses relating to each employee of Contractor, and for paying all other costs incurred in performing the Work from the payments made by Owner hereunder.

ARTICLE FIVE – TERMINATION

- 5.1 Owner may terminate the Service Agreement with 30 days' written notice with or without cause to Contractor by Certified Mail, overnight delivery service, or by personal service. The 30-day notice shall commence on the day of actual receipt of said written notice by Contractor.
- 5.2 Contractor may terminate the Service Agreement with 60 days' written notice with or without cause to Owner by Certified Mail, overnight delivery service, or by personal service. The 60-day notice shall commence on the day of actual receipt of said written notice by Owner.
- 5.3 The table below is to be used in determining the actual dollar amounts owed to either the Owner or Contractor in the event the Service Agreement is terminated before the end of a 12-month period (assuming a leveled billing system). The percentages apply only to Categories A and B from the Summary Bid Form (Exhibit "B") and are representative of the dollar amount of the actual Work performed.

To determine this dollar amount, add each month's percentage between the Service Agreement start date and termination date. Multiply this percentage by the A and B total to determine the amount of actual Work done. The difference between this total, compared to the amount actually paid [1/12 x (A+B)], is the amount owed to either the Owner or the Contractor.

Mth	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
%	2	3	10	12	10	10	10	10	10	12	8	3

Example:

Category A plus Category B from the Service Agreement Summary Bid Form is \$12,000.00. The Service Agreement start date is $\underline{\text{January 1}}$. The termination date is $\underline{\text{July 31}}$. The total of the percentages = 58%. 58% x \$12,000 = \$6,960.00, which represents the actual Work done. The actual amount paid was \$1,000.00/month x 7 months = \$7,000.00. Because the actual amount of Work done is less than the actual amount paid, the Contractor owes the Owner \$40.00.

ARTICLE SIX - SCHEDULING

6.1 **Timing**

Contractor shall conduct its Work in a manner that will cause minimum interference with the business operations and activities of the property owners, tenants, employees, travelers, and the general public in the Cumberland Community Improvement District. Contractor shall provide an official Work schedule prior to the start of this scope of work and is agreed upon by Owner. Any changes to the schedule shall be submitted in writing and Contractor agrees to work in harmony with other trades, businesses, and tenants in the Work Area.

Scheduling of maintenance visits will be determined by the Owner. The Owner shall be contacted at least 48 hours ahead of time when the Work cannot be performed by Contractor on schedule and an alternate time shall be scheduled.

Owner may at any time request alterations to the general maintenance service provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials or labor.

ARTICLE SEVEN - BILLING/ADDITIONAL WORK REQUEST

7.1 **Billing**

It is the Contractor's responsibility to inspect and manage the need for the specified items and frequency of the specified items in Exhibit "B". It is also the responsibility of the Contractor to notify the Consultant/Owner (see Article 4.2) of items performed to ensure they do not exceed the frequencies specified on the Category A and B (Maintenance Itemized Bid Forms – Exhibit "B).

Labor unit prices including a per supervised man-hour cost and a per labor hour cost shall be provided for any proposed Contractor Work outside the Service Agreement scope that the Owner requests. Any such Work must be approved in writing by the Owner before it is begun by the Contractor.

When any extra Work is performed and the Owner deems such Work entitles compensation beyond the monthly price of maintenance, the Contractor will complete an additional Work request showing:

- a. The number of workmen, their title, and the number of man-hours required to perform the Work.
- b. A brief description of the nature of the Work, a list of materials used, along with an estimate of total cost to complete Work.
- c. All possible associated future costs, i.e., mulch, additional irrigation heads.

ARTICLE EIGHT – LANDSCAPE MAINTENANCE INSPECTIONS

8.1 Weekly Inspections

Contractor is responsible for a weekly inspection of the entire Work Area and for the performance of all items required and referred to in these specifications.

8.2 Weekly Maintenance Worksheet

Contractor is also responsible for notifying the Owner and the Consultant through the Weekly Maintenance Worksheet (Exhibit "D") of any problems. This worksheet must be left with the Owner on the day of the maintenance visit and copies must be sent to OLM, INC. on a weekly basis. These forms are very important in protecting both the Owner and Contractor when discrepancies occur. The Contractor may use its own formatted worksheet form upon approval of the Owner and/or Consultant. Any items not called to the attention of the Owner and Consultant that result in any damage to property will become the liability of the Contractor.

8.3 Monthly Landscape Maintenance Inspection

The Consultant, with or without the Owner present, will perform a monthly site inspection with the Contractor. At that time, the Consultant will compile a list of landscape related items that should be performed before the next site inspection. OLM, INC. will be responsible for scheduling the monthly inspections. OLM, INC. must have no less than a 14 days' notice if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor.

8.4 Grade Evaluation/Scoring

Consultant will be responsible for the graded evaluation of the Work Area. The final grade evaluation will be determined by the timely and quality execution of the Contractor's landscape maintenance functions. Contractor's monthly *Performance Payment*TM will be determined by the final score, based on the form labeled Sample Landscape Maintenance

Inspection Gradesheet (Exhibit "C"). Each item listed on the Inspection Form has a specific amount of points from which deductions may be made for the improper execution of each landscape-related task. Items are not scored if the Work is being performed to industry standards.

ARTICLE NINE - COMPLIANCE WITH LAWS

Contractor shall, at its own expense, obtain all necessary permits and licenses required by any federal, state, county or local codes, laws, ordinances and regulations. Contractor will comply with all applicable state, federal, county and local laws, orders and judicial decisions, including, but not limited to matters regarding occupational health and safety.

ARTICLE TEN - MISCELLANEOUS

This Service Agreement, together with all Exhibits, shall supersede any and all agreements, both oral and written, between the Parties with respect to the rendering of Landscape Maintenance Services by the Contractor for the Owner.

The invalidity in whole or in part of any provision of this Service Agreement shall not affect the validity of any other provision.

The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach. This Service Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

No subsequent agreement concerning the Work provided shall be effective unless made in writing and executed by authorized representatives of the Parties.

Notices shall be in writing, effective upon receipt, if delivered to:

Owner:Comp	any Name <u>Cun</u>	nberland Community Improvement District	<u></u>
	Street Address	1100 Circle 75 Pkwy. Suite 1000	City, State
Atlanta, GA	30339		
	ATTN.:	Megan Will	<u></u>
	Tel.:	770-859-2333	<u> </u>
	Fax:	770-859-2332	
	E-Mail:	mwill@cumberlandcid.org	<u></u>
Contractor:	Company Name		
	Street Address		
	City, State		
	ATTN.:		
	Tel.:		
	Fax:		
	E-Mail:		

The Exhibits and Schedules attached to this Service Agreement and made a part hereof are:

Exhibit "A" Service Description and Specifications
Exhibit "B" Summary and Itemized Bid Forms

Exhibit "C" Landscape Maintenance Inspection Gradesheet

Exhibit "D" Weekly Maintenance Worksheet

Exhibit "E" Work Area

Any subcontractor utilized by Contractor shall be the total responsibility of Contractor. All terms and conditions of this Service Agreement imposing responsibilities and obligations on Contractor shall apply to any and all subcontractors as if they were the responsible contractor.

In the event suit is brought or an attorney is retained by either Party to enforce the terms of this Service Agreement, the prevailing Party shall be entitled to recover, in addition to any other remedy to which that Party may be entitled, reimbursement for reasonable attorney's fees.

The terms and provisions of Articles Three and Ten of this Service Agreement and any other provisions that by their sense and context are intended to survive the performance thereof by the Parties shall survive the completion of performance and termination of this Service Agreement.

This Service Agreement shall not be assigned by the Contractor without prior written consent of the Owner.

ARTICLE ELEVEN - SIGNATURES

Having carefully examined this Service Agreement, as well as the premises and the conditions affecting the Work outlined herein, the undersigned Contractor agrees to furnish all Work, services, equipment, labor, and materials called for in said documents. The term ("Term") of this Service Agreement shall be for one (1) year beginning on January 1st, 2025 and expiring on December 31st, 2025, or at the option of Owner renewed for up to two (2) one-year periods.

The Parties hereto signing this Service Agreement hereby represent that each is a duly authorized representative with the express authority to enter into this Service Agreement on behalf of their respective companies.

IN WITNESS WHEREOF, the Parties hereto have executed this Service Agreement as of the day and year first written above.

CUMBERLAND COMMUNITY IMPROVEMENT DISTRICT (OWNER)	COMPANY NAME (CONTRACTOR)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT "A"

SERVICE DESCRIPTION AND SPECIFICATIONS

The indications for Unit Price Line Items after each specification correspond to the Landscape Maintenance Form and Seasonal Plant Maintenance Form - Exhibit "B" and are to be performed to the frequencies specified.

I. BERMUDA TURF MAINTENANCE

A. Mowing

Turf shall be cut at a height of one (1) to three (3) inches as conditions dictate. No more than one-third (1/3) of the grass blade is to be removed when cutting. Contractor shall be responsible for controlling excessive grass clippings within turf or mulched bed areas. Contractor shall make every effort to minimize grass clippings deposited in lakes and/or retention ponds. Contractor shall be responsible for servicing turf 15 foot back off of curbs along all roadways other than areas designated within the interchange (*Unit Price Line Item: Bermuda Mow*)

B. Edging

Contractor shall be responsible for edging all curbs, walkways and turf bed lines with a metal blade edger. All completed edges will have a perpendicular appearance between turf and hardlines, and turf and bedlines. An angled or beveled appearance of hardlines or bedlines is unacceptable.

Weed eaters are not to be used in edging. Blowers will be used to clean sidewalks, curbs, and streets of organic material caused by mowing and edging. (Unit Price Line Item: Bermuda Edge Bedlines/Edge Hardlines)

C. Scalp

All warm season turf on the property shall be periodically mowed throughout the dormant season. Mow height shall be incrementally reduced by at least one-half (1/2) inch such that lawns will be scalped to a one to one and one-half (1 to 1-1/2) inch height by April. (Unit Price Line Item: Bermuda mow)

D. Fertilization

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous turf. Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy turf. Contractor is responsible for adjusting the pH as necessary to maintain healthy plants. (Unit Price Line Item: Bermuda Turf Fertilization)

E. Fire Ant Control

Contractor shall be responsible for the control of Fire Ants throughout maintained areas. Mounds are to be removed and soil leveled to previous grade after Fire Ants have been killed. (Unit Price Line Item: Fire Ant Control)

G. Insect and Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems. Contractor shall be responsible for the control of fire ants throughout maintained areas. Mounds are to be removed and soil leveled to previous grade after fire ants have been killed. (Unit Price Line Item: Bermuda Insect/Disease Control)

H. Water

Contractor shall be responsible for monitoring the moisture levels in irrigated and non-irrigated turf areas and reporting any problems, in writing, that may be present during the maintenance visit. Contractor shall be responsible for damage to items that were not reported to the Owner in writing, and will be responsible for replacement of these items. Contractor shall not be responsible for the manual watering of any turf area unless plant material is under additional warranty, or unless watering is requested by Owner at the rate set forth in Exhibit "B", page IV-5. (Unit Price Line Item: Irrigation Management)

I. Turf Weed Control

Contractor shall maintain all turf in such a way as to control and strive to eliminate weeds. The program will include pre-emergent, post emergent, and mechanical weed control methods. (Unit Price Line Item: Bermuda Turf Weed Control)

J. Monofilament Trim

After each mowing operation, the Contractor shall use a weed eater or similar machine to trim grass and/or weeds that cannot be mowed with large machinery. (Unit Price Line Item: Bermuda Monofilament Trim)

II. SHRUB AND GROUNDCOVER MAINTENANCE

A. Pruning

All shrubs shall be hand pruned to remove dead and damaged wood to allow for natural development of plant material, and to create the effect intended by the Consultant and Owner. Pruning shall be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries.

Deep hand pruning and/or structure pruning should be performed once a year during the dormant months. Structure pruning shall be defined as using hand pruners, handsaws, and/or loppers to prune old wood and prune behind multiple breaks to maintain proper proportions, promote interior growth, and an aesthetically pleasing appearance. Removal of up to 50% of the height and foliage of plants shall take place during these prunings. (Unit Price Line Item: Shrubs or Groundcover Trim)

B. Fertilization

Contractor shall have full responsibility of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous shrubs. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy shrubs. Contractor is responsible for adjusting the pH as necessary to maintain healthy plants. (Unit Price Line Item: Shrub Fertilization)

D. Insect and Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems. (Unit Price Line Item: Insect/Disease Control)

E. Water

Contractor shall be responsible for monitoring the moisture levels in irrigated and non-irrigated bed areas and reporting any problems, in writing, that may be present during the maintenance visit. Contractor shall be responsible for damage to plants that were not reported to the Owner in writing, and will be responsible for replacement of these items. Contractor shall not be responsible for the watering of any shrub or groundcover areas unless plant material is under warranty, or unless watering is requested by Owner at the rate set forth in Exhibit "B", page IV-5. (Unit Price Line Item: Irrigation Management)

F. Bed Weed Control

Weeds shall be controlled in bed areas by mechanical, physical and chemical methods. Bed areas should be maintained to control and strive to eliminate weeds. (Unit Price Line Item: Bed Weed Control)

III. TREE MAINTENANCE

A. Pruning

Contractor shall be responsible for maintaining all trees such that no branches/limbs will overhang on sidewalks and parking areas lower than 10 feet from the ground. Lower branching on all trees shall be pruned as needed, to keep them elevated to a uniform height. Maximum height for this pruning shall be no more than 15 feet. Trees located in natural area shall be pruned only when their growth habit affects formal, maintenance areas. Limbs and branches are to be removed from property. All sucker growth from trunk and base of trees shall be removed weekly or as required to maintain a clean appearance.

Contractor will be responsible for pruning all ornamental trees. Pruning will include the shaping of all heads, removal of conflicting branches and removal of interior sucker growth. (Unit Price Line Item: Tree Pruning)

B. Fertilization

Fertilization applies to planted trees that still are staked or guyed and planted trees that have a caliper of eight (8) inches or less. Native mature trees do not apply. Contractor is required to notify Owner and make recommendations, in writing, of all other trees that may need supplemental fertilization. Contractor is responsible for adjusting the pH as necessary to maintain healthy plants. (Unit Price Line Item: Tree Fertilization)

D. Insect and Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems. Contractor shall be responsible for the control of fire ants throughout maintained areas. Mounds are to be removed and soil leveled to previous grade after fire ants have been killed. (Unit Price Line Item: Insect/Disease Control)

E. Water

Contractor shall be responsible for monitoring the moisture levels in irrigated and non-irrigated bed areas and reporting any problems in writing that may be present during the maintenance visit. Contractor shall be responsible for damage to trees that were not reported to the Owner in writing, and will be responsible for replacement of these items. Contractor shall not be responsible for the watering of any trees unless plant material is under warranty, or unless watering is requested by Owner at the rate set forth in Exhibit "B", page IV-5. (Unit Price Line Item: Irrigation Management)

IV. PERENNIAL MAINTENANCE

The removal of all spent blooms, flower stalks, and drying foliage shall be performed as needed. A one-time (Fall or late Winter) cutback and mulching of all foliage will also be included in the cost. Any additional fertilizer, fungicide, insecticide or other chemicals needed to keep plants at optimum health shall also be included. All Daylilies and Liriope shall be cut back (either manually or mechanically) in the early Spring. Any unsightly foliage from Jonquils shall be either removed or covered so as not to distract from overall appearance of property. (Unit Price Line Item: Perennial Maintenance)

V. MULCHING FOR TREE AND SHRUB BED AREAS

A. Mulch

Contractor will be responsible for one (1) complete application of "Grade A" pine straw, which will occur at the Managing Agent's discretion. Mulch is to be spread at a depth of one and one-half (1-1/2) inch such that none of the old or previously laid mulch is visible. The Owner does reserve the right to request a second complete application of "Grade A" pine straw during the Term of this Service Agreement at the Unit Price set forth in Exhibit "B", page IV-4.

Contractor is responsible for accurate measurement of all bed areas and tree circles as part of the bid process. Contractor is responsible for spot mulching of any bare soil areas that have resulted due to underestimation of mulch or landscape maintenance performance, i.e., mower damage around bedlines, tree wells, etc.

All bales are to be red in color and free of sticks, pinecones, and other debris when the installation is complete. The pine straw shall be of the new improved variety from the "Improved Slash" Pine tree with a minimum needle length of eight (8) inches. The Owner/Consultant shall be notified of any deviation from this specific type mulch. Contractor shall provide a sample of any different pine straw prior to installation and must have written approval prior to beginning work. (Unit Price Line

Item: Mulch)

B. Trenching

Bedline edges shall be trenched and beveled at a depth of three (3) inches along bed areas that are bordered by sidewalks, curbs, and annual bed areas. All beds bordered by turf shall be defined and only have areas growing into the beds removed. A three-inch (3") deep trench is not required in these areas. All tree wells located in turf areas shall have root balls raked smooth and shall be trenched and beveled at a depth of three (3) inches. (Unit Price Line Item: Mulch)

VI. GENERAL SITE MAINTENANCE: TRASH, WEED CONTROL AND DEBRIS DISPOSAL

A. Cleanup Procedures

As a part of each weekly maintenance visit, a general cleanup program will occur. The cleanup program shall involve a policing of all maintained areas for the removal of paper, cans, bottles, sticks, cigarette butts, leaves, and other debris. All installed trash cans within the maintained areas shall be emptied weekly. Also, a complete sweeping or blowing, by mechanical means, of the entire roadways, curbs, gutters, drains, and sidewalk areas will be performed. This will encompass complete removal of weeds at curbs and pavement lines, and other trash that has settled in these areas. Parking lot areas will be kept clean within 15 feet of curbs and planted areas. Contractor shall be responsible for servicing turf 15 foot back off of curbs along all roadways other than areas designated within the interchange. (Unit Price Line Item: Debris Disposal)

B. Waste Receptacles

Contractor shall be responsible for removing trash and replacing trash liners in one hundred and forty (140) trash receptacles at least once per week, Monday through Friday. There are certain trash cans, specifically around Truist Park during Braves season, that will need to be emptied twice (2) per week. This schedule will need to be provided to the Owner by the Contractor before the start of the contract. Any changes to the schedule will need to be approved by the Owner. Contractor shall be responsible for furnishing trash liners for all one hundred and forty (140) receptacles. (Line Item: Debris Disposal)

C. Weed Control

All parking lot areas, curb and gutters, driveways, parkways and loading dock areas shall be maintained weed free. (Unit Price Line Item: Bed Weed Control)

D. Disposal of Debris

All debris shall be disposed of off-site. (Unit Price Line Item: Debris Disposal)

E. Severe Weather Cleanup

In the event of a natural disaster, such as a major ice, snow, or windstorm such as a tornado, the Contractor shall not be responsible for any cleanup operation outside of the agreed maintenance contract. If Owner elects, they may request that the Contractor utilize dedicated man-hours for the purpose of severe weather cleanup.

F. Typical Weather Cleanup

Contractor shall be responsible for debris cleanup deposited by typical weather conditions. (Unit Price Line Item: Debris Disposal)

VII. LEAF REMOVAL

A. Leaf Collection

Contractor shall be responsible for weekly removal of leaf buildup in turf, straw, and bed areas. All leaves and debris must be collected and removed off site during weekly service visits. (*Line Item: Debris Disposal*)

B. Disposal of Leaf Debris

All leaf debris shall be disposed of off-site. (Line Item: Debris Disposal)

VIII. PLANT MATERIAL DISPOSAL

A. Removal

Dead plant material, not requiring general tree surgeon practices for removal shall be removed and disposed of immediately by the Contractor. (Unit Price Line Item: Debris Disposal)

B. Replacement

Contractor shall contact and advise the Owner, in writing, of possible replacements. Plant replacement necessitated by negligence of the Contractor shall be the sole responsibility of the Contractor.

IX. LANDSCAPE MAINTENANCE, FERTILIZATION, WEED AND INSECT CONTROL SPECIFICATION SHEET

A. All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with label and instructions. Applications must comply with all state and federal regulations. The specifications are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide label, the label instructions shall govern. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.

- **B.** Contractor will be responsible for applying chemicals and fertilizers. The following rates are general guidelines and are to be used as such. Contractor is totally responsible for furnishing the Owner with healthy, vigorous plant material throughout the term of the contract.
- **C.** Chemical forms may vary with weather conditions.
- **D.** Contractor will be responsible for controlling any insect, disease, or nutrient problems that may occur during the year.
- E. Contractor will be responsible for taking general and micronutrient tests of turf and shrub bed areas. Owner and Consultant should receive copies of test results and a list of actions to be taken by Contractor to correct all problems identified by the report within 45 days of the execution of the contract.
- F. Contractor will be responsible for making any extra visits necessary during the year to correct any problems which may occur during the duration of the contract.
- **G.** Contractor will be responsible for applications of any other nutrients that should be applied to maintain a balanced soil.
- **H.** Contractor will take full responsibility for replacing any plant material that is damaged by improper application or lack of timely application of nutrients that are necessary to maintain healthy plant material.

EXHIBIT "B"

SUMMARY BID FORM

Exterior Landscape Maintenance

CUMBERLAND CID

Atlanta, GA

This Summary Bid Form totals the Itemized Bid Forms for Categories A & B. The combined annual sum of both categories is defined as the "TOTAL BID PRICE."

A. LANDSCAPE MAINTENANCE TOTAL	
B. MULCH TOTAL	
FIRST YEAR TOTAL BID PRICE	
SECOND YEAR TOTAL BID PRICE	
THIRD YEAR TOTAL BID PRICE	
A.1 "NATIONAL PARK LANDSCAPE MAINTENANCE TOTAL	
B. MULCH TOTAL	
"NATIONAL PARK" AREA 1 FIRST YEAR TOTAL BID PRICE	
"NATIONAL PARK" AREA 1 SECOND YEAR TOTAL BID PRICE	
"NATIONAL PARK" AREA 1 THIRD YEAR TOTAL BID PRICE	
A.2 "I-285/I-75 INTERCHANGE" LANDSCAPE MAINTENANCE TOTAL	
"I-285/I-75 INTERCHANGE" AREA 2 FIRST YEAR TOTAL BID	
PRICE	
"I-285/I-75 INTERCHANGE" AREA 2 SECOND YEAR TOTAL BID PRICE	
"I-285/I-75 INTERCHANGE" AREA 2 THIRD YEAR TOTAL BID PRICE	
CONTRACTOR COMPANY NAME	
CONTRACTOR ADDRESS	
CONTRACTOR REPRESENTATIVE	
TELEPHONE NUMBER/DATE	
WORK SCHEDULE	

ADDENDA

period of twelve (12) months as renewed.

We acknowledge receipt of the following Addenda, which are included in our proposal.

Work under this Contract is to begin at the execution of the Contract, and run concurrent thereof for the

ADDENDUM #	DATED:
ADDENDUM #	DATED:

UNIT PRICES

We acknowledge receipt of the following Unit Prices which are included in our proposal.

UNIT PRICE #	DATED:
UNIT PRICE #	DATED:

CUMBERLAND CID CATEGORY A LANDSCAPE MAINTENANCE ITEMIZED BID FORM

FUNCTION	FREQUENCY (PER YEAR)
Mow – Bermuda	32
Edge (Bedlines) – Bermuda	16
Edge (Hardlines) – Bermuda	16
Monofilament Trimming – Bermuda	32
Turf Fertilization – Bermuda	5
Turf Weed Control	52
Bed Weed Control	52
Shrub/Groundcover Trim	12
Tree Pruning	12
Debris Disposal	52
Insect and Disease Control	52
Tree Fertilization	2
Shrub Fertilization	2
Groundcover Fertilization	2
Perennial Maintenance	52

CATEGORY A.	LANDSCAPE MAINTENANCE TOTAL	\$

Company Name	Date

CUMBERLAND CID AREA 1 CATEGORY A.1

"NATIONAL PARK" LANDSCAPE MAINTENANCE ITEMIZED BID FORM

FUNCTION	FREQUENCY (PER YEAR)
Mow	32
Edge (Bedlines)	16
Edge (Hardlines)	16
Monofilament Trimming	32
Turf Fertilization	0
Turf Weed Control	0
Bed Weed Control	0
Shrub/Groundcover Trim	0
Tree Pruning	0
Debris Disposal	52
Insect and Disease Control	0
Tree Fertilization	0
Shrub Fertilization	0
Groundcover Fertilization	0
Perennial Maintenance	0

CATEGORY A.1 "NATIONAL PARK" LANDSCAPE MAINTENANCE TOTAL

\$

Company Name Date

CUMBERLAND CID AREA 2 CATEGORY A.2 "I-285/I-75 INTERCHANGE" LANDSCAPE MAINTENANCE ITEMIZED BID FORM

FUNCTION	FREQUENCY (PER YEAR)
Mow	0
Edge (Bedlines)	0
Edge (Hardlines)	0
Monofilament Trimming	0
Turf Fertilization	0
Turf Weed Control	3
Bed Weed Control	3
Shrub/Groundcover Trim	0
Tree Pruning	1
Debris Disposal	3
Insect and Disease Control	3
Tree Fertilization	0
Shrub Fertilization	0
Groundcover Fertilization	0
Perennial Maintenance	0

CATEGORY A.2 "I-285/I-75 INTERCHANGE" LANDSCAPE MAINTENANCE TOTAL

\$
-

CUMBERLAND CID

CATEGORY B

MULCH ITEMIZED BID FORM

MATERIAL and FUNCTION	# OF BALES	UNIT PRICE	TOTAL PRICE
Pinestraw Bales (1 ST Strawing)			
Trenching (1 ST Trenching)			
Pinestraw Bales (2 ND Strawing)			
Trenching (2 ND Trenching)			

Contractor is responsible for measuring and confirming the quantity of pinestraw, with two (2) complete applications per year.

CATECODY D	MIII CH TOTAI	C
CATEGORY D.	MULCH TOTAL	3

Company Name Date

CUMBERLAND CID

SUPPLEMENTAL PRICING FORM

1.	Pinestraw – (per bale, spread on site)	
2.	Overseeding (cost/sf. for Common Bermuda handseeding)	
3.	Overseeding (cost/sf. for Common Bermuda hydroseeding)	
4.	Additional labor w/truck and hand tools (cost/mh.)	
5.	Additional labor w/truck and small power equipment (i.e., edger, blower, etc.) (cost/mh.)	
6.	Additional labor w/truck and light power equipment (i.e., 36" and 52" walk mower) (cost/mh.)	
7.	Additional labor w/truck and heavy power equipment (i.e., hustler, tractor, bush hog) (cost/mh.)	
8.	Watering w/Hydroseeder including operator (cost/mh.)	
9.	Hybrid Bermuda sod laid, site ready (cost/sf.)	
10.	Cost per hour – General Labor	
11.	Cost per hour – Irrigation Service Technician with one laborer	

The prices above shall be commensurate with the contract term.

Company Name Date

EXHIBIT "C" CUMBERLAND CID MONTHLY LANDSCAPE MAINTENANCE INSPECTION GRADESHEET

A. LANDSCAPE MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
TURF	5		
TURF FERTILITY	15		
TURF EDGING	5		
WEED CONTROL TURF AREA	5		
TURF INSECT/DISEASE CONTROL	10		
PLANT FERTILITY	5		
WEED CONTROL BED AREAS	5		
PLANT INSECT/DISEASE CONTROL	5		
PRUNING	10		
CLEANLINESS	5		
MULCHING	5		
WATER/IRRIGATION MANAGEMENT	15		
CARRYOVERS	5		

B. SEASONAL COLOR/PERENNIAL MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
VIGOR/APPEARANCE	10		
INSECT/DISEASE CONTROL	10		
DEADHEADING/PRUNING	5		
MAXIMUM VALUE	120		



Date:	Score:	Performance Payment™ %	
Contractor Signature:			
Inspector Signature:			
Property Representative Sign	ature:		

EXHIBIT "D" CUMBERLAND CID WEEKLY MAINTENANCE WORKSHEET

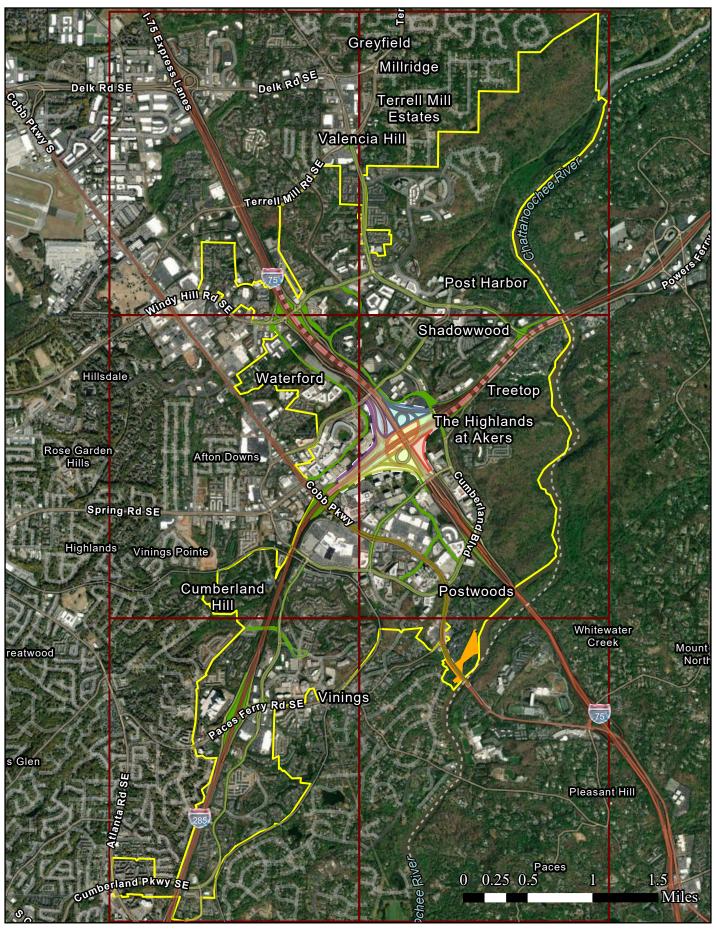
1)	Dat	te of maintenance visit:
2)	Sup	pervisor:
3)	Wa	tering man-hours:
4)		ting of problems and locations:
	a)	Insect and plants:
	b)	Disease and plants:
	c)	Nutrient problems and plants
	d)	Dry plants:
	e)	Wet plants:
	f)	Amount of mulch applied:
	g)	Amount of mulch needed or applied over designated amount:
	h)	Dead plants removed:
	i)	Tree service work needed:
	j)	Irrigation damage and repairs:
5)	Ext	ra work performed:
	a)	Number of men:
	b)	Their title(s):
	c)	Hours per man:
	d)	Description of work performed:
Ge	neral	Notes:
		Please list any items the Owner and/or Consultant need to know or any extra work that is to be performed outside of
the	grou	and's maintenance contract scope. Also, give an estimate of time to perform the work:

EXHIBIT "E" WORK AREA

(UNDER SEPARATE COVER AS PDF FILES)

Cumberland Exterior Landscape Service Area

9/16/2024









The Highlands at Akers



